



COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
MITIGATION (CDBG-MIT)

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
PUERTO RICO DEPARTMENT OF PUBLIC SECURITY
FOR COLLABORATION AND DATA SHARING



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THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into in San Juan, Puerto Rico, this 23 of June, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, “**PRDOH**”), a public agency created under Act No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, represented herein by its Secretary, **William O. Rodríguez Rodríguez**, attorney, of legal age, single and resident of San Juan Puerto Rico; and the **PUERTO RICO DEPARTMENT OF PUBLIC SECURITY** (hereinafter, the “**PRDPS**”), under the Act. No. 20-2017, as amended, represented in this act by its Secretary, **Alexis Torres Ríos**, of legal age, married and resident of San Juan, and/or by its Sub secretary **Rafael A. Riviere Vázquez**, of legal age, single and resident of Luquillo, Puerto Rico, authorized to sign in accordance with Administrative Order DSP-2021-OA-0010 dated August 18, 2021.

WHEREAS, Puerto Rico is frequently impacted by disasters and extreme weather events, including hurricanes, earthquakes, landslides, and flooding, resulting in severe impacts to the residents of Puerto Rico and the loss of life and property;

WHEREAS, in September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities, and damaging homes, businesses and government facilities, thereby triggering the displacement of thousands of residents of the Island from their homes and jobs;

WHEREAS, under various public laws, the United States Congress allocated to Puerto Rico both Community Development Block Grant - Disaster Recovery (**CDBG-DR**) and Mitigation (**CDBG-MIT**) funds, and subsequently designated the PRDOH as the grantee and administering entity for these funds;

WHEREAS, the CDBG-DR and CDBG-MIT Action Plans identify programs which depend on information, databases and geodatabases related to the disasters management in the phases Mitigation, Preparedness, Responses and Recovery in Puerto Rico;

WHEREAS, the increasing need for precise and detailed spatial data demands heightened levels of information coordination and data sharing among state agencies, municipalities, and other stakeholders;

WHEREAS, emergency response, disaster recovery and mitigation of future shocks and stressors depend on a comprehensive Spatial Data Infrastructure which is founded on accurate, up-to-date land use and cadastral datasets, which supports data-driven decision-making, and which promotes a deeper understanding by citizens, local governments, state and federal agencies, institutions of higher education, and private and not-for-profit organizations of the strengths, weaknesses, opportunities and threats posed by the geospatial landscape;

WHEREAS, the Department of Public Security (**PRDPS**) coordinate the efforts of the government entities that provide security in a daily basis as well as during emergencies.

WHEREAS, **PRDPS** is integrated by the Puerto Rico Emergency Management and Disaster Administration Bureau (**PREMB**), the Police Bureau, the Firefighter Bureau, the 9-1-1 System Bureau, the Special Investigations Bureau, and the Medical Emergency Bureau;

WHEREAS, the PRDPS administer and maintenance with the PREMB the "Puerto Rico All-Hazards Plan" that delineate the Emergency Support Functions (**ESF**) of the government entities that intervene in an emergency response;

WHEREAS, the 911 Emergency System Bureau is part of the PRDPS and manages an emergency system that incorporate a geographic location system in their procedures. 911 Emergency System entities associations at National level are authorities on the addressing database schema development.

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WHEREAS, PRDOH is part of the PRDPS Puerto Rico All-Hazards Plan (**AHP**) along with other government entities that share responsibilities in both, the AHP and the CDBG-DR Puerto Rico Geospatial Framework (**GeoFrame**) Program.

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WHEREAS, PRDOH, through the GeoFrame Program, seeks the development of a system that will provide decision making tools for a preparedness, response and mitigation for natural or anthropogenic disaster and emergencies.

WHEREAS, the CDBG-DR Action Plan needs to build a dataset that supports the decision making process to ensure that the real estate properties in Puerto Rico are correctly permitted, planned, inspected, insured and viewable to all municipalities.

WHEREAS, PRDPS participate through the Firefighter Bureau and the Police Bureau on the building code and use compliance providing certifications on the Puerto Rico permit process.

WHEREAS, PRDOH desires to enter into a Memorandum of Understanding (**MOU**) with PRDPS to establish a common ground agenda and procedures by which the PRDPS and PRDOH exchange data and perform GeoFrame Program activities;

WHEREAS, the exchange of this information is important not only for the GeoFrame Program, but for others CDBG-DR Programs such as the Municipal Recovery Planning (**MRP**) Program, the Whole Community Resilience Planning (**WCRP**) Program, among other Programs identified in the CDBG-DR Action Plan, as well as programs identified in the CDBG-MIT Action Plan.

WHEREAS, the GeoFrame Program will develop a Spatial Data Infrastructure Plan that includes physical, social and economic aspects relevant to the decision making process related to the PRDPS ministerial duties, with special interest on planning and emergency preparedness, response and disaster mitigation.

WHEREAS, it is the PRDOH's intention to enter into a Memorandum of Understanding (**MOU**) with the PRDPS to establish procedures by which both parties may exchange data, subject to the Personally Identifiable Information, Confidentiality, and Nondisclosure Policy (**PII Policy**).

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the PRDPS agree as follows:

SECTION 1: AGREEMENT

The data shared as the result of this agreement shall be used by each party for the purposes stated herein and shall be subject to all applicable local, state, and federal rules, regulations, and guidelines.

The data shared is intended to address unmet recovery needs of the Commonwealth of Puerto Rico after the effects of Hurricanes Irma and María or support the identification of mitigation activities as described under the CDBG-MIT Action Plan.

Specifically, the data provided to PRDOH, excluding Personally Identifiable Information (**PII**), may be made available to the CDBG-DR and CDBG-MIT Grant Management Entity or to outside entities in raw or aggregated format through the CDBG-DR GeoFrame Program and/or other CDBG-DR or CDBG-MIT Programs.

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The GeoFrame Program is intended to result in a unified, georeferenced land use and cadastral database and spatial data infrastructure, aimed at supporting Puerto Rico's growth towards a Spatially Enabled Society (SES). This will be achieved by (i) producing a foundation of high-quality, geo-referenced data and (ii) building an infrastructure of people, policies, software, hardware, and systems, which will allow for citizens to access and use spatial data to enable evidence-based decision-making.

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SECTION 2: ROLES

The following parties shall adhere to the agreed-upon and below described activities:

A. PRDOH shall:

1. Ensure that all terms of this agreement and all local, state or federal law, rules, regulations, or guidelines, are complied with, including and especially, those associated with legal conditions imposed on the protection and use of PII.
2. Ensure that the information, records, and data are shared according to the written direction of the Nominating Authority as identified in this Agreement.
3. Provide a Point of Contact (**POC**) person to facilitate communication and data transfer between the **PRDPS** and the **PRDOH**.

B. PRDPS shall:

1. Ensure that all terms of this agreement and all local, state or federal law, rules, regulations or guidelines, are complied with, including and especially, those associated with legal conditions imposed on the protection and use of PII.
2. Ensure that the information, records and data are shared according to the written direction of the Nominating Authority as identified in this Agreement.
3. Provide a point of contact person to facilitate communication and data transfer between the **PRDPS** and the **PRDOH**.
4. Provide to the **PRDOH**, using the best practices for databases and GIS database synchronizations for data transfer, the **PRDPS** GIS databases and the information describe in the following datasets:
 - a. Database related with the Puerto Rico Emergency Management and Disaster Administration Bureau:

i. Facilities

1. Id of the Property
2. Name of the Property
3. Cadastral number of the Property
4. Physical Address
 - a. Building number
 - b. Street name
 - c. Municipality
 - d. Zip code
5. Administrative Region
6. Location of the facility
 - a. Latitude
 - b. Longitude
7. Land Size
8. Use
 - a. Administrative
 - b. Operational
 - c. Shelter
 - d. Storage
9. Water storage
 - a. Capacity
10. Power Generator
 - a. Gas/Diesel
 - b. Capacity
11. Staff/Persons Capacity
12. Equipment and resources
13. Point of contact information
 - a. POC Name (Name Last name)
 - i. Name
 - ii. Last name
 - b. Position
 - c. Email
 - d. Telephone number

b. Database information related to the PR Police Bureau:

1. Id of the Property
2. Name of the Property
3. Cadastral number of the Property
4. Physical Address

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- a. Building number
- b. Street name
- c. Municipality
- d. Zip code
5. Community serves name
6. Administrative Region
7. Facility location coordinate
 - a. Latitude
 - b. Longitude
8. Water storage
 - a. Capacity
9. Power Generator
 - a. Gas/Diesel
 - b. Capacity
10. Staff/Persons Capacity
11. Point of contact
 - a. POC Name
 - i. Name
 - ii. Last Name
 - b. Position
 - c. Email
 - d. Telephone number
12. Equipment and resources
13. Public Security event or statistics:
 - a. Type of event
 - b. Location of the event
 - i. Physical address
 1. Building number/name
 2. Street name
 3. Community/Urbanization
 4. Barrio
 5. Municipality
 - c. Event coordinate
 - i. Latitude
 - ii. Longitude
- c. Database related with the Puerto Rico Firefighter Body Bureau:
 - i. Firehouse Station:
 1. Id of the Firehouse station
 2. Name of the Firehouse station

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3. Physical address
 - a. Building number
 - b. Street name
 - c. Municipality
 - d. Zip code
4. Facility location coordinate
 - a. Latitude
 - b. Longitude
5. Water storage
 - i. Capacity
6. Power Generator
 - i. Gas/Diesel
 - ii. Capacity
7. Staff/Persons Capacity
8. Point of Contact
 - i. POC Name
 1. Name
 2. Last name
 - ii. Position
 - iii. Email
 - iv. Telephone number
- ii. Inspections for code building compliance
 1. Inspection id
 2. Inspection date
- iii. Hydrants
 1. Hydrant ID
 2. Hydrant location coordinate
 - a. Latitude
 - b. Longitude
 3. Hydrant inspection
 - a. Date
 - b. Inspector id
 4. Signed
 - a. Yes/No
- iv. Incident
 1. Event id
 2. Event location coordinate

d. Database related with the Puerto Rico Medical Emergency
Body Bureau:

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- i. Emergency response facility
 1. Facility Id
 2. Facility name (if applicable)
 3. Facility physical address
 - a. Building number
 - b. Street name
 - c. Municipality
 - d. Zip code
 4. Telephone number
 5. Point of Contact
 - a. POC Name
 - i. Name
 - ii. Last name
 - iii. Position
 - iv. Email
 - v. Telephone number

5. **PRDPS** will support the **PRDOH** GeoFrame program carrying out collaboration activities that include:

a. **Program Support:**

- Provide input in the development of the Spatial Data Infrastructure Strategic Plan.
- Promote the Government adoption of the Spatial Data Infrastructure. Strategic Plan delivered as an outcome of the Program component.
- Participate in GeoFrame activities for duration of program.

• **Support for Outcomes:**

- Create initial framework for Technical Standards.
- Provide input on the creation of Geodatabase Standards.
- Provide input on the creation of Data Collection, Metadata, and Security Standards.
- Review and provide input to Technical Standards Comprehensive Report in relation with the Title Registry system integration to SDI.
- Provide input to Gap Analysis.
- Provide input to Geodatabase 1.0 [Interim].
- Provide input to Geodatabase 2.0 [Final].

• **Provision of Data:**

- Share PRDPS Facilities or Real Estate Management protocols and workflows.
- Contribute to data collection with emphasis on entity ministerial function on facilities and emergency response management, and the building code compliance process.
- Contribute to data creation and integration with the define SDI and the related to emergency, permit process and certification, and public security policies.

• **Legal and Regulatory Framework:**

- Provide input on the emergency management protocols as well as the building code compliance and permit process.

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- Adopt technical standards defined in Technical Standards Comprehensive Report.
- Review and provide input to data management protocols.
- Adopt data management protocols.
- Provide input on existing legal and regulatory framework related with the building code compliance.
- Provide input on existing legal and regulatory framework related with emergency management protocols and the relation to the GeoFrame program outcomes.
- Propose new laws, regulations, and/or protocols.
- Adopt Regulations.

SECTION 3: NOMINATING AUTHORITY

The following officials have been designated by each party as their authorized representatives and, as such, they have the authority to make final decisions related to the use, sharing, or distribution of data to the opposite party, as well as to ensure compliance with the responsibilities of each party under this agreement.

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<p>PRDOH William O. Rodríguez Rodríguez, Esq. Secretary of PRDOH PRDOH</p> <p>Headquarters: Juan C. Cordero Dávila Building 606 Barbosa Ave. San Juan, PR 00918</p> <p>787-274-2527 Ext. 6403 wrodriguez@vivienda.pr.gov</p> <p>Postal address: P.O. Box 21365 San Juan, PR 00928-1365</p>	<p>PRDPS Alexis Torres Ríos Secretary of PRDPS PRDPS</p> <p>Headquarters: 235 Ave. Arterial Hostos Capital Center II, Suite 103 San Juan PR, 00918</p> <p>Tel. 787-903-5602 ext 6036 alexis.torres@dsp.pr.gov</p> <p>Postal address: 235 Ave. Arterial Hostos Capital Center II, Suite 103 San Juan PR, 00918</p>
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SECTION 4: POC for DATA TRANSFER PROCESS

The following parties shall be designated as the POCs responsible for the communication and facilitation of data transfer. The POC is not responsible for interpretation of local, state or federal rules, regulations or guidelines, nor is the POC authorized to make decisions related to the use, sharing or distribution of data to the opposite party.

The parties named below are considered POCs until such time as those parties are no longer employed by their respective agencies. Upon termination of an employment contract by any party, the POC for this MOU reverts to the POC's superior until a new POC is determined by the Secretary or Director of the relevant Agency.

<p>PRDOH Carlos R. Olmedo, Esq., PLP</p>	<p>PRDPS Maricarmen Fresneda</p>
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Deputy Director
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SECTION 5: TERM, TERMINATION AND AMENDMENT

- A. This Agreement will take effect when signed by both parties and continue for **five (5) years**, ending on June ____, 2027.
- B. This Agreement may only be amended upon written mutual consent of both parties. Any authorized amendment must be in writing and with the signature of the official representative of each of both parties so that it has full force and validity. No agreement or verbal understanding may amend, alter or modify any provision of this document.

SECTION 6: PROTECTION OF DATA and PII

- A. PII refers to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Non-PII can become PII when, together with additional information that has been publicly available (medium or source notwithstanding), could be used to identify an individual. 2 C.F.R. § 200.79.
- B. All information, records and data will be subject to existing federal and state PII requirements, including but not limited to the CDBG-DR Program PII Policy and the requirements and regulations included in Part 200 of Title 2 of the Code of Federal Regulations (2 C.F.R. Part 200). The PII Policy can be found in **English** at <https://cdbg-dr.pr.gov/en/download/personally-identifiable-information-confidentiality-and-nondisclosure-policy/> and <https://cdbg-dr.pr.gov/download/politica-sobre-informacion-de-identificacion-personal-confidencialidad-y-no-divulgacion/>.
- C. Any data obtained from the other party may only be used for the purpose established in this MOU. Both parties agree to strictly control the use and retention of any confidential information provided by the other party so that only those personnel who have a need to know, have access to such material. No further dissemination or use of material provided by under this agreement is authorized without written permission of both parties.
- D. **PRDOH** will refer those who request confidential information provided by **PRDPS** to its Point of Contact named in this Agreement. Each party's responsibility to protect personal and confidential data from unauthorized disclosures will survive the term of this Agreement.

- E. Nothing in this Agreement is intended to conflict with current law(s), regulation(s), guidelines, or the directives of **PRDOH and PRDPS**. If a provision in this Agreement is found to be inconsistent with such authority, then that provision shall be reviewed and modified or annulled as agreed to by **PRDOH and PRDPS** in writing, but the remaining provisions of this Agreement shall remain in force and effect unless otherwise noted.
- F. Both parties agree that PII shall not be used for political purposes.
- G. Both parties agree that all information, records and data will be transmitted in a secure manner to protect sensitive and PII data. The Puerto Rico Geospatial Framework Program could be matching physical location of land parcels with the transactional event and personal information of owners related to tenure, which is present on the tax forms. Both parties agree that any computer matching of information, records and data will be subject to existing federal and state PII requirements, including but not limited to the CDBG-DR Program PII Policy and with the requirements and regulations included in Part 200 of Title 2 of the Code of Federal Regulations (2 C.F.R. Part 200).
- H. All information, records and data, including PII, provided as a result of this Agreement belongs to, and will remain the property of the author. Both parties agree to strictly control the use and retention of any PII provided by the other party such that access to such material is restricted to those personnel who have a need to know. No further dissemination or use of material is authorized without written permission of the relevant party.
- I. The PRDPS will not disclose PII provided by PRDOH with third parties.
- J. PRDOH can provide secure and controlled access of the PRDPS data to third parties acting on PRDOH's behalf as Grant Managers, subrecipients, consultants, contractors or vendors, with the objective of achieving the goals established in the Action Plan for the use of CDBG-DR or CDBG-MIT funds. These parties are named here:
- a. Municipalities of the Commonwealth of Puerto Rico
 - b. Horne PR
 - c. PRDOH CDBG-DR Contractors.
- K. All parties shall prohibit the disclosure of PII to third parties without written consent of the relevant agency. Requests for access to PII shall be referred to the Nominating Authority identified in this Agreement. Each party's responsibility to protect personal and confidential data from unauthorized disclosures will survive the term of this Agreement. For the purpose of this Memorandum of Understanding, the term "unauthorized disclosures" refers to any use given outside of the scope described and that is not within the ordinary course of responsibilities set, or any use that exceeds the usage of the data authorized and contemplated in this Agreement.
- L. Employees and/or individuals who will handle or have access to PII shall be instructed as to the confidential nature of the information and the criminal or civil repercussions they may face for mishandling sensitive or protected information. All parties shall ensure that all employees/contractors/agents/consultants who have access to PII comply with the CDBG-DR Program PII Policy and with the requirements and regulations included in Part 200 of Title 2 of the Code of Federal Regulations (2 C.F.R. Part 200).

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- M. Both parties agree that access credentials should not be shared with unauthorized personnel or employees of the PRDOH or PRDPS.
- N. Both parties shall employ appropriate technical, physical and administrative security measures to protect sensitive information.
- O. Both parties shall prohibit the disclosure of the sensitive information to third parties.
- P. In the event of a suspected or actual security-related incident, a Security Incident Notice must be issued immediately, and sent to the PRDOH CDBG-DR Program Legal Director by e-mail to: LegalCDBG@vivienda.pr.gov; or by postal mail to: CDBG-DR Legal Division, P.O. Box 21365, San Juan, PR 00928-1365; or in person at PRDOH's Headquarters at: CDBG-DR Legal Division, 606 Barbosa Avenue, Juan C. Cordero Davila Building, Río Piedras, P.R. 00918.
- Q. Both parties shall ensure that all employees/contractors/agents/consultants who have access to sensitive information comply with the requirements and regulations regarding the management of sensitive information.
- R. Both parties shall ensure that individuals with access to sensitive information complete privacy and security training workshops and understand what protection of sensitive information entails.
- S. PRDOH and PRDPS further recognize that the shared information is subject to the rights of audit and inspection of various federal and state agencies and the disclosure of such information may be required by law.

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SECTION 7: GENERAL TERMS

- A. Both Parties agree to exonerate and relieve mutually and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the performance of the efforts called for in this Agreement, when the damages alleged are caused by negligent acts or omissions, and/or culpable of their agents, members or collaborators, and when those acts or omissions occurred as a result of the services rendered under this Agreement. Equally, both parties recognize that this agreement does not make them agents, representatives, delegates or spokesperson of the other; each party preserves their duties, obligations, and legal authority independently. Neither party can act on behalf of the other without written consent.
- B. Both parties acknowledge and agree that a breach of the terms of this Section will cause relevant agencies and applicants to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. Both parties further agree that monetary damages may not be a sufficient remedy for any breach of this Section. Accordingly, both parties agree that they shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to them by law, equity, or otherwise.

- C. Both parties declare not having knowledge that any public employee, officer, or agent of the parties has any pecuniary interest or conflict of interest, directly or indirectly, in this Agreement. Both parties certify not having knowledge of any officer or employee having an interest of any nature that may adversely affect performance under this agreement. The parties warrant that they have no employee or any other person, to solicit or secure this Memorandum of Understanding for a commission, percentage, brokerage, or contingent fee. In case that either party determines that there is a conflict of interest, said party shall notify the other party and allow a maximum of thirty **(30)** to resolve the problem. If it is not resolved, the Agreement will be terminated immediately.
- D. Either party may terminate this Agreement, in whole or in part, at their sole discretion, with or without cause, at any time. The party will terminate this Agreement by delivering a **thirty (30) days'** notice of termination; upon receipt of such notice, the receiving party shall immediately discontinue and cease all use of the PII.
- E. Both parties agree to comply with the provisions of the Anti-Corruption Code for the New Puerto Rico ("Código Anti-Corrupción para el Nuevo Puerto Rico"), Act. No. 2-2018 ("Act 2-2018"). No employee or officer of the parties, as well as any members of their families, can have an interest in the earnings or benefits from this Agreement, according with Act No. 2-2018. Both Parties acknowledge that compliance with the provisions set forth therein is a material condition of this Memorandum of Understanding, which violation may result in its termination and all other remedies set forth by applicable laws.
- F. The parties hereby certify that in signing this MOU they are in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- G. Both parties agree not to exercise any kind of discrimination against any person or entity due to race, color, sex, religion, social or economic status, and political belief.
- H. This Agreement shall be governed by and construed in accordance with the laws and courts of the Commonwealth of Puerto Rico. The parties agree that any action relating to this Agreement shall be brought in a court of competent jurisdiction in San Juan, Puerto Rico.
- I. If any provision and condition of this Agreement is declared null and void, it shall not affect the validity of the remaining provisions and conditions. The failure of the parties to enforce strict performance of any of the terms or conditions of this agreement shall not be construed as or constitute a waiver by any of the parties to enforce any of the foregoing provisions and conditions.
- J. This agreement will not lead to any fiscal impact to the parties. In addition, both parties recognize that this agreement does not impose any responsibility to financially compensate the other party under any circumstances. Any disbursement of funds that is deemed necessary to implement the objectives of this Agreement, will be individually incurred by each one of the parties and will be their own responsibility to bear.
- K. The Office of the Secretary of Government will have the power to terminate this agreement at any time.

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SECTION 8: SIGNATURE

The signatories below represent that they have the authority to make such commitments on behalf of their respective organizations.

PRDOH

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Jun 23, 2022 09:13 EDT)

William O. Rodríguez- Rodriguez, Esq.
Secretary of PRDOH
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PRDPS

Alexis Torres
Alexis Torres (Jun 22, 2022 18:11 EDT)

Alexis Torres Ríos
Secretary of PRDPS
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Final Audit Report

2022-06-23

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