



GOBIERNO DE PUERTO RICO
DEPARTAMENTO DE LA VIVIENDA

MEMORANDUM OF UNDERSTANDING (MOU)

Between

PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)
CDBG-DR PROGRAM

And

MUNICIPALITY OF FAJARDO (Municipality)



THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into in San Juan, Puerto Rico, this 31 of March, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "**PRDOH**"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the Department of Housing Organic Act with principal offices at 606 Barbosa Avenue, Juan. C. Cordero Dávila Building, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as PRDOH Secretary; and the **MUNICIPALITY OF FAJARDO** (hereinafter, the "**Municipality**"), herein represented by José Anibal Meléndez Méndez in his capacity as Mayor, of legal age, single, and resident of Fajardo, Puerto Rico duly authorized to represent the Municipality by the provisions of the Puerto Rico Municipal Code, Law No. 107 of August 14, 2020.

WHEREAS, on 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. Hurricane María caused major structure and infrastructure damage to family homes, businesses, and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

WHEREAS, under various public laws, the United States Congress appropriated disaster recovery and mitigation funds for the recovery of Puerto Rico,

WHEREAS, the PRDOH was designated as the grantee for the CDBG-DR and CDBG-MIT funds allocated to Puerto Rico through the United States Department of Housing and Urban Development.

WHEREAS, the Municipalities have direct access and communication with their constituents and entities within their territorial limits.

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

WHEREAS, the exchange of this information is important to help channel the petitions from the Municipality residents to the corresponding offices, depending on each resident's needs, while evaluating duplication of benefits.

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

I. INTRODUCTION

CDBG-DR is a Federal Program that provides grants to help cities, counties, and States recover from Presidentially declared disaster, especially in low-income areas, subject to availability of supplemental appropriations.

The purpose of the PRDOH CDBG-DR Program is to address unmet recovery needs of the Government of Puerto Rico after the effects of Hurricanes Irma and María. The CDBG-DR funds are available for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the “most impacted and distressed” areas resulting from the major disaster declarations.

As outlined in this MOU, PRDOH is sharing with the Municipality certain information pertaining to those applicants who submitted an application to the Home Repair, Reconstruction, or Relocation Program (**R3 Program**) and whose hurricane-damaged property is located in the Municipality. PRDOH designed the R3 Program for the long-term recovery of unmet housing need across the Island.

II. ROLES

- A. PRDOH shall:
- 1. Provide the information listed in Table 1, regarding R3 Program applicants that reside in the Municipality.
 - 2. Provide a point of contact person to facilitate communication between the Municipality and PRDOH.

Table 1. (The data will be in excel format)

Case ID	Property Address	Award Type	Construction Status	Total Cost	Cost of Constructions Started
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- B. The Municipality shall:
- 1. Maintain the confidentiality of the information as stated in this MOU and the PII Policy.
 - 2. Only share the information provided by PRDOH with the specific Municipality staff who have a “need to know” over the information.
 - 3. Provide a point of contact person to facilitate communication between PRDOH and the Municipality.

III. POINTS OF CONTACTS (POC)

PRDOH	Municipality of Fajardo
Christian Pagán Mercado, JD Director for Disaster Recovery 606 Barbosa Ave. San Juan, P.R. 00918 (787) 274-2527 cpagan@vivienda.pr.gov	Mabel Cosme Nieves Director Federal Programs P.O. Box 865 Fajardo, P.R. 00738-0865 (787) 863-4013 ext. 6216, 6209, 6204 mcosme@fajardopr.org

IV. TERM, TERMINATION AND AMENDMENT

- A. This Agreement will take effect when signed by both parties and continue for **twelve (12) months**, ending on 31 of March 2022 unless sooner terminated. This Agreement shall not be automatically renewed.
- B. This Agreement may only be amended upon written mutual consent of both parties.

V. PROTECTION OF DATA

- A. Any data obtained from the other party may only be used for the purpose established in this MOU. All personal and confidential information provided by PRDOH pursuant to this Agreement belongs to, and will remain the property of PRDOH. Both parties agree to strictly control the use and retention of any personal and 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 the data provided by PRDOH is authorized without written permission from PRDOH.
- B. The Municipality will refer those who request personal and confidential information provided by PRDOH to the PRDOH 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
- C. Both parties agree that information will be transmitted in a secure manner to protect sensitive and personally identifiable information (PII). Both parties agree that there will not be computer matching.

VI. GENERAL TERMS AND CONDITIONS

- 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. PII should only be used to direct the objectives of the R3 Program. PII must not be used for political purposes.
- C. All records and data will be subject to existing federal and state record retention requirements, such as the CDBG-DR Program PII Policy. The PII Policy can be found in **English** at <https://cdbg-dr.pr.gov/en/download/personally-identifiable-information-confidentiality-and-nondisclosure-policy/> and **Spanish** at <https://cdbg-dr.pr.gov/download/politica-sobre-informacion-de-identificacion-personal-confidencialidad-y-no-divulgacion/>.
- D. Access credentials should not be shared with unauthorized personnel or employees of the CDBG-DR Program or the Municipality.
- E. Municipality employees and/or individuals who will handle or have access to personally identifiable information 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.
- F. Municipality employees and/or individuals who will handle or have access to personally identifiable information shall complete the PII Training available in the following link https://www.dhs.gov/xlibrary/privacy_training/index.htm. Written confirmation of PII Training completion shall be sent to the PRDOH POC identified in this MOU, before the information is shared.
- G. The Municipality shall employ appropriate technical, physical, and administrative security measures to protect personally identifiable information.
- H. The Municipality shall prohibit the disclosure of personally identifiable information to third parties without written consent of the applicant.

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- I. The Municipality shall ensure that individuals with access to personally identifiable information understand what protection of personally identifiable information entails.
- J. 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 at LegalCDBG@vivienda.pr.gov.
- K. The Municipality shall ensure that all employees/contractors/agents/consultants who have access to personally identifiable information 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).
- L. PRDOH and the Municipality 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.
- M. Nothing in this Agreement is intended to conflict with current law(s), regulation(s), or the directives of PRDOH. 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 the Municipality in writing, but the remaining provisions of this Agreement shall remain in force and effect unless otherwise noted.
- N. The Municipality, as recipient of the PII, shall hold harmless, defend and indemnify the Government of Puerto Rico, PRDOH and the U.S. Department of Housing from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
- O. The Municipality acknowledges and agrees that a breach of the terms of this Section will cause PRDOH and applicants to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The Municipality further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the Municipality agrees that PRDOH 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 PRDOH by law, equity, or otherwise.
- P. The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the Municipality a **five (5) day** notice of termination, upon receipt of such notice, the Municipality shall immediately discontinue and cease all use of the PII. Furthermore, the Municipality shall immediately proceed to return the PII to PRDOH and safely dispose any copy made to it, in any form, if necessary.
- Q. 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.
- R. 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

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this Agreement, will be individually incurred by each one of the parties and will be their own responsibility to bear.

- S. Both parties are compelled to comply with Act Number 18 of October 30, 1975, as amended, which requires the registration of this MOU to the Office of the Comptroller of Puerto Rico within fifteen (15) days from the date of its execution.

VI. SIGNATURE

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

PRDOH

Municipality of Fajardo

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William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Mar 31, 2021 17:42 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary
606 Barbosa Ave.
San Juan, PR 00918

[Signature]

José Aníbal Meléndez Méndez
Mayor
P.O. Box 865
Fajardo, P.R. 00738-0865
DUNS: 139121672

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MOU Information Sharing- Municipality of Fajardo

Final Audit Report

2021-03-31

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