



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

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
PUERTO RICO DEPARTMENT OF AGRICULTURE**



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THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into in San Juan, Puerto Rico, this 28 of April, 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 LPR § 441 *et seq.*, known as the Department of Housing Organic Act, with principal offices at 606 Barbosa Ave., 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 AGRICULTURE** (hereinafter, the "PRDA"), a public agency of the Government of Puerto Rico, organized and ruled by the Reorganization Plan No.4 of July 26, 2010, as amended, 3 LPR App. XV, § 5 *et seq.*, known as the "2010 Department of Agriculture Reorganization Plan," with principal offices at Fernández Juncos Ave. Bldg. 1309, Stop 19 ½, San Juan, Puerto Rico 00908-1163, represented herein by its Secretary, Ramón González Beiró, of legal age, married, and resident of Salinas, Puerto Rico; collectively "**the Parties**".

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, the underdeveloped agricultural sector in Puerto Rico, combined with heavy reliance on imported food has made the Island vulnerable when facing extreme climatic events such as Hurricanes Irma and María;

WHEREAS, food and water shortages in the aftermath of Hurricanes Irma and María highlighted major inequalities and inadequacies within the food system;

WHEREAS, in Puerto Rico, many agricultural producers operate in informal economies and on slim margins, and complexities exist with land titles, access and understanding of certification processes and distribution networks, resulting in many farmers being cut off from past and current agricultural programmatic benefits.

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 that depend on information, databases, and geodatabases related to disaster management in the phases of mitigation, preparedness, response, 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, PRDOH is in need of data related to the legal rights that facilitated the ownership validation and verification of other property rights.

WHEREAS, PRDA owns and maintains a system and database that contains information of agricultural lands and the legal rights of the individuals or businesses that settle in the properties of the PRDA and the Puerto Rico Land Authority.

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

WHEREAS, the exchange of this information is important for CDBG-DR Programs such as the Re-Grow PR Urban-Rural Agriculture (**Re-Grow**) Program, Municipal Recovery Planning (**MRP**) Program, Whole Community Resilience Planning (**WCRP**) Program, and the Puerto Rico Geospatial Framework (**GeoFrame**) 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 PRDA ministerial duties, with a special interest in planning, land use, building permitting, and economic development, among others.

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

WHEREAS, the exchange of this information is important to help PRDOH analyze, monitor, and prevent a Duplication of Benefits (**DOB**) among the recipients of CDBG-DR Program funds.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the PRDA 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

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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 Puerto Rico Geospatial Framework Program (GeoFrame) and/or other CDBG-DR or CDBG-MIT Programs.

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.

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 **PRDA** and the **PRDOH**.
4. Provide to the PRDA records from the Re-Grow Program.
5. Maintain the confidentiality of the information as stated in this MOU and the PII Policy.

B. PRDA 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 POC person to facilitate communication and data transfer between the **PRDA** and the **PRDOH**.
4. Maintain the confidentiality of the information as stated in this MOU and the PII Policy.
5. Only share the information provided by PRDOH with the specific PRDA staff who have a "need to know" over the information.
6. Provide to the **PRDOH**, using the best practices for databases and GIS database synchronizations for data transfer, the **PRDA** GIS databases and the information contained within which pertains to the following datasets:

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- a. **PRDA** agricultural lands owned and administered by the Puerto Rico Land Authority, including the following information:
 - i. Property Id
 - ii. Property Name
 - iii. Cadastral number of the Property
 - iv. Status of the property
 - 1. Rented
 - 2. Vacant
 - v. Tenant
 - 1. Name
 - 2. Last Name
 - 3. Social Security Number
 - 4. Residential address
 - 5. Postal address
 - vi. Physical Address
 - vii. Land Area
 - viii. Type of crop
 - ix. Type of livestock
 - x. Property with informal building
 - 1. Yes/No
 - xi. Farm Yield
 - xii. Farm Production Limits
 - b. Registered (bona fide) Farmer
 - i. Name
 - ii. Last Name
 - iii. Social Security Number
 - iv. Farm location in coordinates
 - 1. Latitude
 - 2. Longitude
 - v. Farm physical address
 - 1. Street
 - 2. Kilometer
 - 3. Hectometer
 - 4. Municipality
 - 5. Zip code
 - vi. Farmer postal address
 - vii. Farm cadastral number
 - viii. Farm crop type
 - ix. Farm livestock type
 - x. Farm Yield
 - xi. Farm Production Limits
 - xii. Farm insurance
 - 1. Yes/No
 - c. Puerto Rico Corporation for Agricultural Insurances database that include:
 - i. Farm insured
 - ii. Location of the farm insured
 - 1. Latitude
 - 2. Longitude
 - iii. Physical Address of the farm insured
 - iv. Postal Address
 - v. Total value of the insurance
 - vi. Amount of the claim (when a disaster or event claim is filed, if applicable).
7. **PRDA** will support the PRDOH GeoFrame program carrying out collaboration activities that include:
- a. **Program Support:**
 - Providing feedback in the development of the Spatial Data Infrastructure Strategic Plan.

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- Promoting the Government adoption of the Spatial Data Infrastructure. Strategic Plan delivered as an outcome of the Program's component.
- Participating in GeoFrame activities for the duration of the Program.

b. Support for Outcomes:

- Creating the initial framework for Technical Standards.
- Providing feedback on the creation of Geodatabase Standards.
- Providing feedback on the creation of Data Collection, Metadata, and Security Standards.
- Reviewing the Technical Standards Comprehensive Report in relation to the Title Registry system integration to SDI and providing feedback.
- Providing input to the Gap Analysis.
- Providing input to Geodatabase 1.0 [Interim].
- Providing input to Geodatabase 2.0 [Final].
- Providing guidance on landlord and tenant protocols in relation to PRDA owns properties management process.

c. Provision of Data:

- Sharing PRDA Real Estate Management protocols and workflows.
- Contributing to data collection with an emphasis on Owned Real Estate.
- Contributing to data creation and integration with the defined SDI.

d. Legal and Regulatory Framework:

- Providing input on the Agricultural Reserve Declaration protocols.
- Adopting technical standards defined in the Technical Standards Comprehensive Report.
- Reviewing and providing input to data management protocols.
- Adopting data management protocols.
- Analyzing existing legal and regulatory framework related to real estate properties, the impacts to the cadastral creation process, and the relation with the title registry.
- Proposing new laws, regulations, and/or protocols.
- Adopting 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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PRDOH

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

Headquarters:
Juan C. Cordero Dávila Building
606 Barbosa Ave.
San Juan, PR 00918

787-274-2527 Ext. 6403
wrodriguez@vivienda.pr.gov

Postal address:
P.O. Box 21365
San Juan, PR 00928-1365

PRDA

Ramón González Beiró
Secretary
PRDA

Headquarters:
Building 1309
Fernández Juncos Ave.
San Juan, PR 00908-1163

787-721-2120 ext. 2065/2087
pirulgonzalez@agricultura.pr.gov

Postal address:
P.O. Box 10163
San Juan PR 00908-1163

SECTION 4: POC for DATA TRANSFER PROCESS

The following parties shall be designated as the Points of Contact (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 Point of Contact is determined by the Secretary or Director of the relevant Agency.

PRDOH

José Luis Rivera Rivera
Deputy Director for Economic
Recovery Grant Management

(787) 274-2527
jlrivera@vivienda.pr.gov

Carlos R. Olmedo, Esq., PLP
Deputy Director
Planning & Grant Management
CDBG-DR Program - PRDOH

787.274.2527 ext. 6607
colmedo@vivienda.pr.gov

Headquarters:
Juan C. Cordero Dávila Building
606 Barbosa Ave.
San Juan, PR 00918

Postal address:
P.O. Box 21365
San Juan, PR 00928-1365

PRDA

Jorge A. Campos Merced, MBA
Deputy Secretary

(787) 304-5350, ext. 2102
jcampos@agricultura.pr.gov

Luis Lamboy
Interagency Coordinator for the PRDA
and Assigned Agencies.

cel. 787 949-4026
787-721-2120 ext. 2500
lelamboy@agricultura.pr.gov

Headquarters:
Building 1309
Fernández Juncos Ave.
San Juan, PR 00908-1163

Postal address:
PO Box 10163
San Juan PR 00908-1163





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 27 of April 2027, unless sooner terminated. This Agreement shall not be automatically renewed.
- B. This Agreement may only be amended upon written mutual consent of both parties.

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 and Spanish on the PRDOH website 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 under this agreement is authorized without written permission of both parties.
- D. PRDOH will refer those who request confidential information provided by **PRDA** to its POC 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 PRDA. 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 PRDA 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. PII should only be used to conduct the objectives of the CDBG-DR and CDBG-MIT Programs.
- G. Both parties agree that all information, records, and data will be transmitted in a secure manner to protect sensitive and PII data. Both parties agree that there will not be computer matching of information, records, and data.
- H. 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).

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- I. 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.
- J. The PRDA will not disclose PII provided by PRDOH with third parties.
- K. PRDOH can provide secure and controlled access of the PRDA 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.
- L. 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.
- M. 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).
- N. Both parties agree that access credentials should not be shared with unauthorized personnel or employees of the PRDOH or PRDA.
- O. Both parties shall employ appropriate technical, physical and administrative security measures to protect sensitive information.
- P. Both parties shall prohibit the disclosure of the sensitive information to third parties.
- Q. 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.
- R. 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.
- S. 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.
- T. PRDOH and PRDA 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.

SECTION 7: GENERAL TERMS

- A. PRDA shall and hereby agree to hold harmless, defend (with counsel acceptable to the PRDOH) and indemnify the PRDOH 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,

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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 conduct of the PRDA in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of the PRDA to indemnify and reimburse the PRDOH for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the PRDOH's enforcement of this Agreement or any portion thereof against the Subrecipient or otherwise arising in connection with the Subrecipient's breach.

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- 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. 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 **ten (10) day** notice of termination; upon receipt of such notice, the receiving party shall immediately discontinue and cease all use of the PII.
 - D. 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.
 - E. 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.
 - F. 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) calendar days** from the date of its execution.

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 (Apr 28, 2022 17:39 EDT)

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

PRDA

Ramón González Beiro
Ramón González Beiro (Apr 25, 2022 14:31 EDT)

Ramón González Beiró
Secretary
PRDA
P.O. Box 10163
San Juan PR 00908-1163




GEOFRAME- DEPARTAMENTO DE AGRICULTURA

Final Audit Report

2022-04-28

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