



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

**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 INNOVATION AND TECHNOLOGY SERVICE
FOR COLLABORATION AND DATA SHARING**



THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into in San Juan, Puerto Rico, this 3 of March, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 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 INNOVATION AND TECHNOLOGY SERVICE (PRITS)**, under Act 75 of July 25, 2019, as amended, 3 LPRA § 9861 *et seq.*, represented herein by its Executive Director, Nannette Martínez Ortiz, of legal age, married and resident of San Juan, Puerto Rico.

WHEREAS, Puerto Rico is frequently impacted by disasters and extreme weather events, including hurricanes, earthquakes, landslides, and flooding, resulting in severe impacts to its residents 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 damaging homes, businesses and government facilities, thereby triggering the displacement of thousands of residents 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 disaster management in the phases of 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, PRDOH desires to enter into a Memorandum of Understanding (**MOU**) with PRITS to establish a common ground agenda and procedures by which PRITS

will support the geospatial data collection criteria, and the development of statistical tools and instruments to strengthen decision-making regarding economic development, emergency management and mitigation;

WHEREAS, the Puerto Rico Geospatial Framework (**GeoFrame**) Program will develop a Spatial Data Infrastructure Plan that includes physical, social, and economic aspects relevant to the decision-making process related to land use planning, building permitting, and economic development among others.

WHEREAS, the management and analysis of this information is important to help PRDOH monitor and prevent Duplication of Benefits (**DOB**) among the recipients of benefits of the CDBG-DR Program.

WHEREAS, PRITS is the Government's Executive Branch Office in charge of establishing and promoting the public policy on effective interagency creation, management, development, coordination, and integration of innovation and information and technology infrastructure of the Government of Puerto Rico.

WHEREAS, PRITS is in charge of the creation and maintenance of an Innovation and Technology Strategic Plan that serves as a mechanism that allows for the integration of the various information and communication technologies used by the different government agencies

WHEREAS, PRITS develops and implements a technological recovery strategic plan for disaster or emergencies situation.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the PRITS 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 handled by PRDOH 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 GeoFrame Program, the Risk and Assets Data Collection Program (**RAD**), and/or other CDBG-DR or CDBG-MIT Programs.

The GeoFrame and RAD Programs are 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 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:

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A. PRDOH shall:

1. Ensure that all terms of this agreement and all local, state or federal laws, 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 **PRDOH** and **PRITS**.

B. PRITS shall:

1. Ensure that all terms of this agreement and all local, state, or federal laws, 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 **PRITS** and **PRDOH**.
4. **PRITS** will support **PRDOH's** GEO/RAD Program by carrying out collaboration activities that include:

- **Program Support:**

- Active participation in the development and Government adoption of the Spatial Data Infrastructure Strategic Plan.
- Build relationships and align GEO/RAD Program activities between GEO/RAD Program Partner Agencies and other stakeholders, as needed.
- Provide input to the program approach.
- Participate in GEO/RAD Program for the duration of the programs.
- Identify opportunities that provide for long-term implementation and continuity of the GEO/RAD Program in the support of emergency response preparation and natural disaster reconstruction efforts.
- Provide input on human resource and workforce development that support an SDI infrastructure and Spatial Enable Society concept.

- **Outcome Support:**

- Collaborate in the development of the Spatial Data Infrastructure Strategic Plan in alignment with the PRITS IT Strategic Plan.
- Provide input and guidance on Government IT technologies regulations, standards, and best practices.
- Provide input and guidance on Government regulation on IT technology implementation.
- Provide input and guidance on Government regulation on security, Cybersecurity, Identity management, data management regulation compliance, and best practices.
- Provide input and guidance on Government networks infrastructure deployment, connectivity, and

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communication in relation to GEO/RAD IT technology deployment.

- Provide input on the initial framework of GEO/RAD Technical Standards.
- Provide input in the development of Geodatabase Standards.
- Provide input in the development of Data Collection, Metadata, and Security Standards.
- Provide input on Federal Government Standards on IT Innovation and security.
- Coordinate and actively participate in Partner and Stakeholder Engagement along with PRDOH.
- Provide training and guidance on new technology use, implementation and best practices to the GEO/RAD Program Partners or Stakeholders that participate in the GEO/RAD Program as data providers.
- Review and provide input to Technical Standards Comprehensive Report.
- Provide input to Gap Analysis related to IT technology.
- Provide input and review on GEO/RAD Program Web and access tools.
- Provide input to Geodatabase 1.0
- Provide input to Geodatabase 2.0
- Support activities related the SDI Management Tools, Related Application, Interfaces and Usability.
- Support the Program as a liaison between the stakeholder and a vendor in order to provide the necessary data and IT documentation for the development of the Gap Analysis and needs assessment.

- **Provision of Data Interoperability, shares and access:**

- Actively participate in Technical Interoperability protocols for GEO/RAD Program.
- Actively participate with GEO/RAD Partner in the development of workflow protocols and interagency data synchronization.

- **Legal and Regulatory Framework:**

- Provide input on GEO/RAD Partner and Stakeholder Legal interoperability framework.
- Provide input on data exchange and privacy and data protection.
- Review IT technical standards developed by GEO/RAD Program Agency Partner.
- Review and provide input to data management protocols.
- Provide input on GEO/RAD Program Government adoption on data management protocols.
- Provide input and analyze existing legal and regulatory framework.
- 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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Secretary of PRDOH
PRDOH

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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.

PRDOH

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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 **thirty-six (36) months**, ending on 3 of March 2026.
- B. This MOU constitutes the entire agreement between the parties. The parties hereto may amend this MOU at any time during its term, but no amendment shall be effective unless it is in writing and duly executed by the parties.

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SECTION 6: PROTECTION OF DATA and PII

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- 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 in **Spanish** at <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 **PRITS** 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 **PRITS**. 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 **PRITS** 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

GeoFrame 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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- 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 personnel who have a need to know. No further dissemination or use of the material is authorized without written permission of the relevant party.
 - I. PRITS will not disclose PII provided by PRDOH with third parties unless otherwise authorized by PRDOH.
 - J. PRDOH will not disclose information and/or data provided by PRITS with third parties, unless otherwise authorized by PRITS.
 - K. PRDOH can request authorization from PRITS to provide secure and controlled access of the PRITS 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 and CDBG-MIT Contractors.
 - L. All parties shall prohibit the disclosure of PII to third parties without the 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. Employees and/or individuals who will handle or have access to personally identifiable information shall complete the PII Training available at the following link https://www.dhs.gov/xlibrary/privacy_training/index.htm. Written confirmation of PII Training completion shall be sent to the POC identified in this MOU before the information is shared.
 - O. Both parties agree that access credentials should not be shared with unauthorized personnel or employees of the PRDOH or PRITS.
 - P. Both parties shall employ appropriate technical, physical and administrative security measures to protect sensitive information.

- Q. Both parties shall prohibit the disclosure of the sensitive information to third parties.
- R. In the event that PRITS detects 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.
- S. In the event that PRDOH detects a suspected or actual security-related incident, a Security Incident Notice must be issued immediately, and sent to the PRITS Executive Director and PRITS Cybersecurity Officer by e-mail to: nmartinez@prits.pr.gov **and** gramos@prits.pr.gov; or by; or in person at PRITS Headquarters.
- T. 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.
- U. 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.
- V. PRDOH and PRITS 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. Both parties shall and hereby agree to hold harmless, defend (with counsel acceptable to the other party) and indemnify the other party 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 and losses of any form or nature arising from or related to the conduct of the other party in the performance of the efforts called for in this MOU. This indemnity shall expressly include, but is not limited to, the obligation of either party to indemnify and reimburse the other party for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the enforcement of this MOU.
- 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.

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- 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. The parties hereby declare that, to the best of their knowledge, no public officer or employee of the appearing governmental entities has any direct or indirect interest in this MOU. In addition, no public servant, director, officer or employee of the parties, or member of their family unit (as such term is defined in the Enabling Act of the Office of Government Ethics of Puerto Rico, Act No. 1-2012, as amended), has any direct or indirect pecuniary interest in this MOU, or any other interest that adversely affects the other party.

Furthermore, no public servant, director, official or employee of the parties or member of their family unit (as defined in Act No. 1-2012, as amended), or any other person has requested or accepted, directly or indirectly, gifts, gratuities, favors, services, donations or anything else with economic value as a condition of obtaining this MOU or to perform the duties and responsibilities of their position or employment, or in some way influenced the execution of this MOU.

- F. This MOU will not lead to any fiscal impact on 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 are deemed necessary to implement the objectives of this MOU, will be individually incurred by each one of the parties and will be their own responsibility to bear and to fully comply with all applicable laws and regulations.
- G. In no way this MOU shall be interpreted as an authorization issued by PRITS allowing PRDOH to oversee or be dispensed of complying with applicable laws and regulations, specifically compliance with Act 75 of July 25, 2019, as amended, and any related regulations. In addition, this MOU shall not be construed as approval for any previous action, purchase, or contracting by PRDOH that did not follow the procedure(s) pursuant to Act 75 of July 25, 2019, as amended, and related regulations, in force at the time of the action, purchase or contracting.
- H. This MOU and the rights of the parties hereunder shall be exclusively governed by and interpreted in accordance with the laws of the Government of Puerto Rico and any other applicable federal laws, without attention to any conflicts of law provisions that would render the law of another jurisdiction applicable. The parties agree that any action or proceeding arising out of, or related in any way to, this MOU shall be brought solely in a court of competent jurisdiction sitting in Puerto Rico. The parties hereby irrevocably and unconditionally consent to the jurisdiction of any such court and hereby irrevocably and unconditionally waive any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction, on account of the place of residence or domicile of any party thereto.

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 (Mar 3, 2023 16:44 AST)

William O. Rodríguez Rodríguez, Esq.
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Nannette Martínez

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



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Final Audit Report

2023-03-03

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