



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

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
PUERTO RICO STATE ELECTION COMMISSION



THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into in San Juan, Puerto Rico, this 29 of October, 2024, 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, herein represented by its Secretary, William O. Rodríguez Rodríguez, attorney, of legal age, single and resident of Guaynabo, Puerto Rico; and the **PUERTO RICO STATE ELECTION COMMISSION (PRSEC)**, in accordance with the power conferred by the Puerto Rico Electoral Code for 2020, as amended (Act No 58 of June 20, 2020) represented by its Interim Chairman, Jessika D. Parrilla Rivera, executive, of legal age, married and resident of Toa Alta 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, 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, PRDOH is in the need of demographic data as well as geographic data that consider the ways the government entities and municipalities define the urban settlements in which are organized the provision of services and the relation with the community lifelines, as define in the CDBG-MIT action plan.

WHEREAS, the Puerto Rico Geospatial Framework (**GeoFrame**) Program seeks the strengthening of the government communication, workflows and data exchanges that have in common geographic elements such as transportation network linkages or legal administrative boundaries definition.

WHEREAS, GeoFrame will recommend a legal framework that considers the geographic component as part of the elements of integration of the environmental, economic and social aspects.

WHEREAS, PRSEC manage and maintain a database that facilitates the Puerto Rico Constitutional mandate of provide for a citizen representation base on a vote right.

WHEREAS, PRSEC have and maintain a database in where are identified the names of the sectors and communities, linkages them by common geographics attributes that define areas of services.

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

WHEREAS, the exchange of this information is important for the Programs in the Planning Sector such as Municipal Recovery Planning (**MRP**) Program, Whole Community Resilience Planning (**WCRP**) Program and the GeoFrame Program, among other Programs identified in the CDBG-DR Action Plan, as well as programs identified in the CDBG-MIT Action Plan.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the PRSEC 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 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 GeoFrame Program 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 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 **PRSEC** and the **PRDOH**.
- B. PRSEC 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 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 to facilitate communication and data transfer between the **PRSEC** and the **PRDOH**.
 4. Provide to the **PRDOH**, using the best practices for databases and Geographic Information System (**GIS**) database synchronizations for data transfer, the **PRSEC** GIS databases and the information contained within which pertains to the following datasets:
 - a. **PRSEC** electoral boundaries.
 - b. **PRSEC** sectors, communities or other population group entity names and locations related to a PRSEC functional area definition such as voting districts.
 - c. **PRSEC** property physical address GIS information layer and/or tables.
 5. **PRSEC** 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 (SDI) 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 the duration of the program.
 - b. **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.
 - Provide input to Gap Analysis.
 - Provide input to Geodatabase 1.0.
 - c. **Provision of Data:**
 - Contribute to data collection with emphasis on PRSEC geographic database identified as part of the SDI Strategic Plan.

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- Contribute to data creation and integration with the defined SDI.

d. Legal and Regulatory Framework:

- Adopt technical standards defined in Technical Standards Comprehensive Report.
- Review and provide input to data management protocols.
- Adopt data management protocols.
- Analyze existing legal and regulatory framework related with the real estate properties, the impacts to the real estate properties and building use permit process.
- 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.

PRDOH William O. Rodríguez Rodríguez, Esq. Secretary of PRDOH PRDOH Headquarters: Juan C. Cordero Dávila Building 606 Barbosa Ave. San Juan, PR 00918 787-274-2527 Ext. 6403 w.rodriguez@vivienda.pr.gov Postal address: P.O. Box 21365 San Juan, PR 00928-1365	PRSEC Jessika D. Padilla Rivera, Esq. Interim Chairwoman PR State Election Commission Headquarters: 205 Av. Arterial B, San Juan, 00918 787-777-8682 jpadilla@cee.pr.gov Postal address: PO Box 195552 San Juan, PR 00919-5552
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SECTION 4: POC for DATA TRANSFER PROCESS

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The following parties shall be designated as the POCs responsible for 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.

K.
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	PRSEC
Carlos R. Olmedo, Esq., PLP Deputy Director Planning & Grant Management CDBG-DR Program - PRDOH	Eduardo Nieves Cartagena Director Information System PRSEC
Headquarters: Juan C. Cordero Dávila Building 606 Barbosa Ave. San Juan, PR 00918	enives@cee.pr.gov 787-777-8682 ext. 2103
787.274.2527 ext. 6607 colmedo@vivienda.pr.gov	Anibal J. Zambrana Quiñones Subdirector Information System PRSEC
Postal address: P.O. Box 21365 San Juan, PR 00928-1365	ajzambrana@cee.pr.gov 787-777-8682 ext 2105.
	Headquarters: 205 Av. Arterial B, San Juan, 00918
	Postal address: PO Box 195552 San Juan, PR 00919-5552

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 28 of October 2029.
- 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 with 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 **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 the both parties.

- D. PRDOH will refer those who request confidential information provided by **PRSEC** 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 PRSEC**. 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 PRSEC** 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, confidential, and PII data. Both parties agree that there will not be computer matching of information, records and data.
- 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 PRSEC will not disclose PII provided by PRDOH with third parties.
- J. PRDOH can provide secure and controlled access of the PRSEC 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. Read only viewer access to PRDOH 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.
- 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).
- M. Both parties agree that access credentials should not be shared with unauthorized personnel or employees of the PRDOH or PRSEC.
- 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 PRSEC 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 the other party (with counsel acceptable to the 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 Agreement, and losses of any form or nature arising from or related to the conduct of the Party-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 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 by any party in the enforcement of this Agreement or any portion thereof against the Subrecipient or otherwise arising in connection with the Subrecipient's breach.
- 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** written notice of termination; upon receipt of such notice, the receiving party shall immediately discontinue and cease all use of the PII.

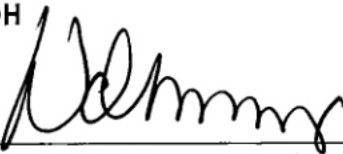
- K.
- D. The parties hereby certify that in signing this MOU they are in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- E. This agreement will not lead to any fiscal impact to the parties. 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.

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SECTION 8: SIGNATURE

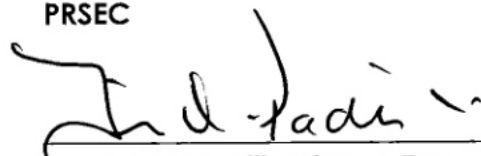
The signatories below represent that they have the authority to make such commitments on behalf of their respective organizations.

PRDOH



William O. Rodríguez Rodríguez, Esq.
Secretary
PRDOH

PRSEC



Jessika D. Parrilla Rivera, Esq.
Chairman
PRSEC