

**MUNICIPIO AUTÓNOMO DE LA CIUDAD CAPITAL
SAN JUAN BAUTISTA¹**

**RESOLUCIÓN NÚM. 7
SERIE 2012-2013
(P. de R. Núm. 95, Serie 2011-2012)**

APROBADA:

6 de julio de 2012

RESOLUCIÓN

PARA APROBAR UN ACUERDO DE COLABORACIÓN CON EL DEPARTAMENTO DE LA VIVIENDA DE PUERTO RICO, PARA LA INSTALACIÓN DE LA INFRAESTRUCTURA NECESARIA A FIN DE PROVEER ACCESO GRATUITO DE INTERNET DE ALTA VELOCIDAD A TODOS LOS RESIDENTES DEL RESIDENCIAL LUIS LLORENS TORRES, COMO UN "PLAN PILOTO" DIRIGIDO A EXTENDER DICHO SERVICIO A LOS RESIDENTES DE LA CIUDAD CAPITAL; Y PARA OTROS FINES.

POR CUANTO: El Municipio de San Juan tiene el firme compromiso de proveer instalaciones públicas aptas y de calidad que permitan el disfrute, esparcimiento y la sana interacción social de toda la ciudadanía;

POR CUANTO: Como parte de los proyectos de expansión y mejoramiento socioeconómico de la Ciudad Capital y como parte del compromiso de la actual Administración Municipal de mejorar la infraestructura y las comunicaciones de la Ciudad para beneficio de nuestra ciudadanía, se ha adoptado la política pública de proveer a todos sus ciudadanos acceso gratuito de internet de alta velocidad;

POR CUANTO: A esos fines y como "Plan Piloto", se autoriza la firma de un "Acuerdo de Colaboración con el Departamento de la Vivienda del Gobierno de Puerto Rico para la instalación de la infraestructura necesaria para establecer el Plan Piloto de Acceso de Internet Gratuito a los Residentes del Residencial Luis Llorens Torres";

POR CUANTO: El Departamento de la Vivienda de Puerto Rico es dueña del Residencial Luis Llorens Torres y es la entidad gubernamental encargada de desarrollar y administrar residencias para que las personas de escasos recursos tengan un hogar y un ambiente limpio y seguro donde vivir;

¹ Gobierno de Puerto Rico



POR CUANTO: Mediante el Acuerdo propuesto, el Departamento de la Vivienda autoriza al Municipio de San Juan, a entrar y usar las facilidades del Residencial por un período de treinta (30) años, o hasta que se completen los servicios pactados en el acuerdo y a traer todo el personal y equipo necesario, con el fin de instalar los equipos correspondientes para proveer la conexión de internet a sus residentes. Dicho Programa se establece con fondos federales asignados para ser utilizados específicamente en este tipo de proyecto a beneficio de las comunidades;

POR CUANTO: A esos efectos, la Ley Núm. 81 de 30 de agosto de 1991, según enmendada, conocida como "Ley de Municipios Autónomos de Puerto Rico" faculta a los municipios a entrar en convenios con cualquier agencia del Gobierno Central para, entre otros, realizar conjuntamente cualquier estudio, trabajo o actividad y desarrollar cualquier proyecto, programa, obra o mejora pública o prestarse cualquiera otros servicios en común;

POR CUANTO: El inciso (a) del Artículo 14.002, de la Ley antes citada, añade que todo contrato que se otorgue de conformidad con dicho Artículo, deberá ser autorizado por la Legislatura Municipal de cada Municipio que sea parte del mismo.

POR TANTO: RESUÉLVASE POR LA LEGISLATURA MUNICIPAL DE SAN JUAN, PUERTO RICO:

Sección 1ra.: Aprobar un *Acuerdo de Colaboración con el Departamento de la Vivienda de Puerto Rico, para la instalación de la infraestructura necesaria a fin de proveer acceso gratuito de internet de alta velocidad a todos los residentes del Residencial Luis Llorens Torres, como un "Plan Piloto" dirigido a extender dicho servicio a los residentes de la Ciudad Capital, borrador del cual se incluye. De igual forma, y tan pronto esté disponible, se someterá a la Legislatura Municipal copia del "Reglamento" que se apruebe a tales fines.*

Sección 2da.: Cualquier Resolución u Ordenanza, que en todo o en parte resultare incompatible con la presente, queda por ésta derogada hasta donde existiere tal incompatibilidad.

Sección 3ra.: Las disposiciones de esta Resolución son independientes y separadas unas de otras y si algún tribunal con jurisdicción y competencia declarase inconstitucional, nula o inválida cualquier palabra, párrafo o sección de la misma, la determinación a tales efectos solo afectará aquella palabra, párrafo o sección cuya inconstitucionalidad, nulidad o invalidez hubiere sido declarada.

Sección 4ta.: Esta Resolución comenzará a regir inmediatamente después de su aprobación.

Sección 5ta.: Copia de esta Resolución se enviará al Departamento de la Vivienda del Gobierno de Puerto Rico.



Roberto Acevedo Borrero
Presidente Interino

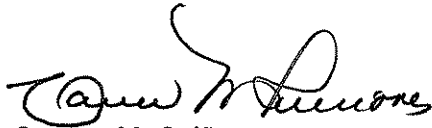


YO, CARMEN M. QUIÑONES, SECRETARIA DE LA LEGISLATURA MUNICIPAL DE SAN JUAN, PUERTO RICO:

CERTIFICO: Que la precedente es el texto original del Proyecto de Resolución Número 95, Serie 2011-2012, aprobado por la Legislatura Municipal de San Juan, Puerto Rico, en la Sesión Ordinaria, celebrada el día 29 de junio de 2012, con los votos afirmativos de los Legisladores Municipales; las señoras Sara de la Vega Ramos, Linda A. Gregory Santiago, Isis Sánchez Longo, Mígdalia Viera Torres; y los señores José A. Berlinger Bonilla, Diego G. García Cruz, Ángel L. González Esperón, Roberto D. Martínez Suárez, Manuel E. Mena Berdecía, Ramón Miranda Marzán, Ángel Noel Rivera Rodríguez, Hiram J. Torres Montalvo; y el Presidente Interino, señor Roberto Acevedo Borrero; y constando haber estado debidamente excusados los señores Rafael R. Luzardo Mejías, Marco A. Rigau Jiménez y la señora Elba A. Vallés Pérez.

CERTIFICO, ADEMÁS, que todos los Legisladores Municipales fueron debidamente citados para la referida Sesión, en la forma que determina la Ley.

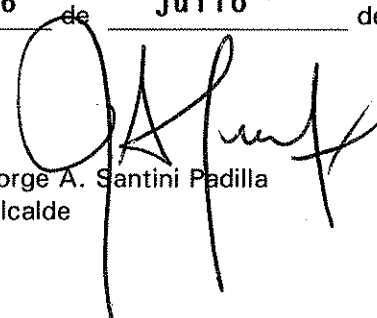
Y PARA QUE ASÍ CONSTE, y a los fines procedentes, expido la presente y hago estampar en las diez páginas de que consta la misma, el Gran Sello Oficial del Municipio de San Juan, Puerto Rico, el día 2 de julio de 2012.




Carmen M. Quiñones
Secretaria
Legislatura Municipal de San Juan

Aprobada:

6 de julio de 2012



Jorge A. Santini Padilla
Alcalde



GOVERNMENT OF PUERTO RICO
PUERTO RICO HOUSING DEPARTMENT
PUERTO RICO PUBLIC HOUSING ADMINISTRATION

MEMORANDUM OF UNDERSTANDING

LEGISLATURA MUNICIPAL DE SAN JUAN
Oficina de Secretaria
JUN 20 2012
RECIBIDO POR: *[Signature]*
HORA: 12:13 PM

between

THE PUERTO RICO HOUSING DEPARTMENT

and

THE AUTONOMOUS MUNICIPALITY OF SAN JUAN

High Speed Internet-Luis Llorens Torres Development Pilot Program

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this ___ day of _____ of 2012, by and between the AUTONOMOUS MUNICIPALITY OF SAN JUAN, hereinafter the "Municipality", represented herein by its Mayor, Hon. Jorge A. Santini Padilla, of legal age, married and resident of San Juan, Puerto Rico, or its duly authorized representative, and the PUERTO RICO PUBLIC HOUSING ADMINISTRATION, hereinafter the "PRPHA", represented by its Acting Administrator, Hon. Miguel B. Hernández Vivoni, Esq. of legal age, married and resident of Trujillo Alto, Puerto Rico.

WHEREAS, the Municipality has adopted public policy to offer San Juan residents in rural and/or low income communities access to high-speed Internet as a means to promote economic development and improve the overall quality of life for these residents.

WHEREAS, the PRPHA is engaged in the development and operation of safe and sanitary housing and to improve the quality of life and living environment of low-income families of public housing projects throughout Puerto Rico, and is the owner of the "Luis Llorens Torres Public Housing Development", (herein the "Property") (as described in Exhibit A, included herein).

[Handwritten initials]

WHEREAS, the Municipality seeks to fulfill its objectives: (1) to increase employment opportunities in the Municipality; (2) increase the current levels of investment in the development of technology oriented projects; and, (3) promote long-term economic benefits.

WHEREAS, the Municipality has initiated a novel pilot project for the Property, including its common areas and facilities, by earmarking funds from the Community Development Block Grant ("CDBG") according to the public announcement "Enmienda al Plan de Acción, 2010-2011" published on December 10, 2010, which would eventually offer wi-fi internet services to the residents of the Property, herein referred to as "Services" and more fully described in the proposal submitted by the Municipality on _____ (the "Proposal").

WHEREAS, in order to accomplish the PRPHA's mission of offering services to help improve its residents quality of life, it is willing and able to provide the Municipality the necessary access to the Property for the Municipality to provide the Services.

[Handwritten initials]

WHEREAS, the Municipality, in compliance with its adopted public policy expressed herein, seeks to enter into this MOU with the PRPHA in order to provide the Services which will help improve the quality of life of the aforementioned residents.

NOW THEREFORE, the Municipality and the PRPHA hereby enter into this Memorandum of Understanding and agree as follows:

FIRST. The PRPHA hereby grants the Municipality (and its successors, assigns, licensees, employees, agents, independent contractors and suppliers, all of whom are included in the term "The Municipality" for purposes of entry upon and use of the Property) permission to enter upon, and use the Property for a period of 30 years or up until the Services have been completed or are no longer necessary, whichever happens first, and to bring all necessary personnel, equipment and temporary infrastructure onto the Property, for the purpose of scope set by the Proposal, on and/ or about the Property.

SECOND. The Municipality agrees to fund the costs of construction and/or installation for the Services, subject to the agreement reached with PREPA Networks Corporation, the internet service providers for the Services and represent and agrees that any and all costs incurred for the Project shall be funded by the Municipality and that it shall be responsible for any incidental costs that arise from the performance of works under the Project.

THIRD. The Municipality will be the agency responsible for the construction and development of the Project. The scope of work will be carried out under the direction and supervision of the Municipality's Operations and Engineering Area, or such other Manager as the Municipality may from time-to time designate. However prior to commencing any work thereunder, the Municipality shall submit the scope of work for the Project to the PRPHA for its evaluation and approval, in writing, to establish and determine that the proposed construction and installation of the equipment will not interfere directly or indirectly in any way or manner with any of the PRPHA's work, present or future, on the Property and ensure the preclusion of unnecessary damage to the Property contemplated in the pilot project.

FOURTH. In consideration of the Services, the Municipality shall make no payments for the use of the Property.

FIFTH. This MOU shall be in effect from its execution through and including _____ of 2042.


SIXTH. The Municipality agrees to obtain the PRPHA's approval in writing regarding the proposed construction or installation of this system under the Project and as described in the Proposal in order to avoid any unnecessary damage to the facilities contemplated in the pilot project. Additionally, the Municipality shall coordinate the works to be performed in the Property with the PRPHA's management agent in order to guarantee compliance with proposed works under the Proposal and work plan, guarantee resident safety and avoid unnecessary damage to the Property.

SEVENTH. The PRPHA agrees to provide the Municipality with the corresponding easement for the areas pertaining to the Property. As a result, the PRPHA agrees to execute all documents and filings for the effectiveness and transference of titleship, such as the described easement.

EIGHTH. No agreement, term, covenant or condition hereof to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the parties. No waiver by the Municipality or the PRPHA of any breach shall affect or alter this Agreement, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.


NINTH. The Municipality shall remove all equipment and temporary infrastructure after completion of its use of the Property and to leave the Property in as good condition as when entered upon by the Municipality, reasonable wear and tear excepted. The Municipality shall conduct all operations in an orderly fashion with continuous attention to the safe storage of equipment not in use and the cleanup of trash and debris upon completion of shooting. No permanent alterations on the Property shall be made.

TENTH. Hours of operation. All activity, including setup, or dismantling of the equipment for the Services, herein referred to as the Equipment, shall be limited to workdays from 8:00 AM to 5:00 PM. If the development is or will undergo any modernization work, the Municipality shall coordinate its activities with the PRPHA Deputy Administrator of the Planning and Construction Area to avoid any conflict with either party's work. If the development is not undergoing any modernization work the Municipality will coordinate its activities with the Management Agent assigned to the development. Any activity outside of this time frame shall require PRPHA's prior written consent provided there is no disruption to Property. The Municipality will provide the PRPHA with any information regarding prior work at night.

 **ELEVENTH.** A parking plan for all vehicles associated with the Services, including equipment vans, trailers, trucks, and any other related cargo or crew transportation must be submitted by the Municipality to the PRPHA before commencing installation of the Equipment. Parking or storage of the Municipality's equipment in resident parking and "no parking" areas is prohibited and will only be allowed with prior authorization of the PRPHA in coordination with the Management Agent.

TWELFTH. The Municipality is responsible for the security of any of the equipment used for the Services.

THIRTEENTH. The Municipality shall not perform any construction of infrastructure for the equipment used for the Services without the approval of the PRPHA. Blueprints of any proposed sets must be submitted with any corresponding permit application. Permission to string cables across public streets and sidewalks, or from generators to service points must be obtained from the PRPHA. Site plans showing proposed cable runs must be submitted with the permit application and all corresponding safety precautions and corresponding signs are the sole responsibility of the Municipality.



FOURTEENTH. Noise shall be maintained at a reasonable level, including that that may come from electrical generators, if applicable. No noise-creating devices shall be used except those devices approved by the PRPHA.

FIFTEENTH. The Municipality will use reasonable care to prevent damage to the Property and will indemnify the PRPHA from any damages and/or losses arising out of personal injuries or property damage resulting from any act of negligence by the Municipality in connection with its use of the Property. Notwithstanding above, the PRPHA shall have the right to dismantle and purchase the Municipality's sets by giving notice prior to that date the Municipality would dismantle the sets at the Municipality's expense.

SIXTEENTH. The Municipality hereby holds the PRPHA harmless and agrees to maintain its public liability and property damage insurance covering the use of the Property by the Municipality in customary and adequate levels acceptable to the PRPHA. The PRPHA agrees to maintain its liability and property damage insurance covering the Property in customary and adequate levels.

SEVENTEENTH. The Municipality shall keep a safe working environment in the Property during the Municipality's performance of this Agreement, in accordance to any federal or state law or regulation.

EIGHTEENTH. The Municipality shall comply, when applicable, with the laws and regulations of the labor related laws and regulations of Puerto Rico and the United States Government, including without limitation the followings:

- (1) 41 U.S.C. § 351.5(b) (1); The Minimum Wage remuneration AFTER deductions, retentions and withholdings. Minimum Wage remuneration BEFORE deductions, retentions and withholding is illegal.
- (2) "Law for the Compensation System for Accidents in the Workplace", Act No. 83 of the 29th October of 1992, 3 L.P.R.A. §1 et seq., and its interpretative jurisprudence.
- (3) "1902 Law on Workman Security", 11 L.P.R.A. §131.
- (4) "Disability Benefit Act", Act No. 139 of the 26th June of 1968 as amended by Act No. 51 of the 1st of July of 1988, 11 L.P.R.A. §201-212.
- (5) "Workers Welfare, Safety and Occupational Health Fund Act", Act No. 59 of the 9th of August of 1991, 11 L.P.R.A. §251-260.
- (6) "Organization of Workmen's Compensation Service; Administrator of the State Insurance Fund; Industrial Commission", as amended by Act No. 63 of the 1st July of 1996 and Act No. 219 of the 12th of September of 1996, 11 L.P.R.A. §8.
- (7) "Social Security Extension Act", 29 L.P.R.A. §611.
- (8) "Contributions to Federal Government Act", 3 L.P.R.A. §819.
- (9) "Driver's Social Security", 26 L.P.R.A. §690
- (10) "Insurance Compensation", 26 L.P.R.A. §37
- (11) "2011 Internal Revenue Code", Act No. 1 of January 31st of 2011, 13 L.P.R.A.
- (12) 29 L.P.R.A. §1: The Puerto Rico Secretary of Labor and Human Resources shall retain from the employer the amounts of the claims on wages or any other compensation, right or benefit that are due to a workman or employee under the cover of the current labor legislation, as a result of judicial or administrative steps by the workman or employee.

(13) The Municipality agrees to comply with Executive Order No. 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375 of October 13, 1967, and as supplemented in United States Department of Labor regulations (41 CFR Chapter 60) that during the term of this agreement with the PRPHA it will not discriminate on the basis of race, color, age, sex, birth origin, social condition, political affiliation, religious or handicapped conditions.

Failure to comply with any of the above referenced obligations will be grounds, if the PRPHA so chooses, to terminate this Agreement.

NINETEENTH. The Municipality shall be excused from any further performance of those obligations, to the extent that such non-performance is due to the occurrence of the Force Majeure event and for as long as such Force Majeure event continues and the Municipality continues to make reasonable efforts to recommence performance. The Municipality shall notify the PRPHA, as soon as possible, of the occurrence of the Force Majeure event and describe in reasonable detail, the nature of the Force Majeure event. Force Majeure means any fire, flood, earthquake or public disaster, strike, labor dispute or unrest, unavoidable accident, embargo, riot, war, insurrection or civil unrest, any act of God including inclement weather; any act of legally constituted authority; or any other cause that might be understood that is beyond reasonable control of the Municipality. If the Municipality is unable to start work on the date or time designated above and/or work in progress is interrupted during use of the Property by the Municipality, the Municipality shall have the right to use the Property at a later date to be agreed by the PRPHA and the Municipality, upon and/or to extend the period set herewith, provided, appropriate first notice is given in accordance to this MOU.

TWENTIETH. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served, or which may be given, delivered or served, under or by the terms and provisions of this Agreement or pursuant to law or otherwise, shall be in writing and shall be (i) delivered by hand; (ii) sent by registered or certified mail, return receipt requested; (iii) by nationally recognized overnight delivery service; or (iv) facsimile transmittal to the appropriate party or entity at the address specified below, or at such other address of which the other party shall be duly notified:

In the case of notice or communication to the Municipality:

Hon. Jorge A. Santini-Padilla
Mayor
The Autonomous Municipality of San Juan
P.O. Box 70179
San Juan, Puerto Rico 00936-8179

or to such other address as the Municipality may from time to time designate by written notice to the PRPHA.

In the case of notice or communication to the PRPHA:

Hon. Miguel B. Hernández-Vivoni
Acting Administrator
Puerto Rico Public Housing Administration
P.O. Box 363188
San Juan, Puerto Rico 00936-3188

or to such other address as the PRPHA may from time to time designate by written notice to the Municipality.

All notices shall be deemed received when (i) actually delivered if delivered by hand; (ii) on the receipt confirmation date if transmitted by facsimile; (iii) on the working day following the deposit of the notice with a nationally recognized overnight delivery service; and (iv) on the fifth (5th) working day following mailing in the event the notice is mailed as provided above.

TWENTY-FIRST. This MOU constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, agreements and understandings of the parties with respect thereto.

TWENTY-SECOND. Each party hereto shall from time to time execute and acknowledge and deliver such further instruments and perform such additional acts as the other party may reasonably request to effectuate the intent of this MOU.

TWENTY-THIRD. The Municipality certifies that neither it nor any of its members presently has interest or will acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with the performance of this MOU. The Municipality certifies that no one who has or will have any interest under this agreement is an officer or employee of the PRPHA.

TWENTY-FOURTH. The Municipality agrees that during the time in which it will provide services to the PRPHA it will not discriminate on the basis of race, color, age, sex, birth of origin, social condition, political affiliation, religious ideals and/or handicapped condition.

TWENTY-FIFTH. Each party hereto recognizes that all information and data provided, obtained or produced as part of this MOU shall be Confidential, and as such, its divulgence, without the express written consent of each party, is strictly prohibited.

TWENTY-SIXTH. Each party hereto shall comply with all applicable state and federal laws and regulations. If any word, phrase, sentence, paragraph, subsection, section, clause, topic or part of this MOU is contested for any reason before a court and declared unconstitutional or invalid, such ruling will not affect, impair or invalidate the remaining provisions and parts this Agreement, but the effect shall be limited to the word, phrase, sentence, paragraph, subsection, section, clause, topic or part so declared, and the invalidity or disability of any word, phrase, sentence, paragraph, subsection, section, clause, topic or part in any specific case will not affect or prejudice in any way their validity or application in any other case, except when specifically and explicitly invalidated for all cases. This MOU and all its Exhibits shall be construed and interpreted in accordance with the Laws of Puerto Rico.

TWENTY-SEVENTH. The failure or delay of either party to insist upon the performance of and/or the compliance with any of the terms and conditions of this MOU, shall not be construed as a waiver of any such terms and conditions or the right to enforce compliance which such terms and conditions.

TWENTY-EIGHTH. Any non-compliance by the Municipality with the terms and conditions hereunder shall be deemed an event of default subject to any remedies provided by law including, but not limited to, termination of this MOU by the PRPHA.

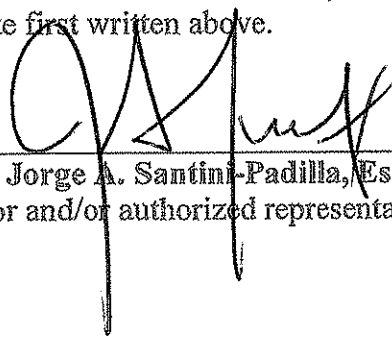
TWENTY-NINTH. This MOU shall be binding upon and shall inure to the benefit of the Municipality and the PRPHA.

THIRTIETH. Because of contract agreements between PRPHA and HUD, no member of the Congress, delegate or Congressional resident commissioner shall be admitted to any share or part of this MOU or any benefit arising from it.

THIRTY-FIRST. The Municipality's rights hereunder may not be assigned or otherwise transfer its right to any other person, firm, corporation, or other entity without the consent of PRPHA.

THIRTY-SECOND. Neither party shall request any service or act under this MOU until it is registered at the Office of the Comptroller of Puerto Rico, in accordance with Act No. 18 enacted on October 30, 1975, as amended.

IN WITNESSTH THEREOF, the undersigned have caused this MOU to be duly executed as of the date first written above.



Hon. Jorge A. Santini-Padilla, Esq.
Mayor and/or authorized representative

Hon. Miguel Hernández-Vivoni, Esq.
Acting Administrator



