

**Date:** March 7, 2023

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

Agenda Item No. 8(L)(3)

**From:** Daniella Levine Cava  
Mayor

*Daniella Levine Cava*

Resolution No. R-168-23

**Subject:** Resolution Approving an Information Sharing Access Agreement between the Department of Homeland Security / Federal Emergency Management Agency and Miami-Dade County Related to the National Flood Insurance Program

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**Executive Summary**

The purpose of this item is to gain authorization by the Board of County Commissioners (Board) for Miami-Dade County (County) to enter into a three-year Information Sharing Access Agreement (ISAA) with the United States Department of Homeland Security / Federal Emergency Management Agency (DHS/FEMA), through which the County and FEMA would exchange information related to the National Flood Insurance Program (NFIP).

Additionally, this item delegates authority to the County Mayor or County Mayor's designee to execute the same and future ISAAs with the federal government for a period of 10 years provided the additional ISSAs are substantially in the form as attached to this resolution in Exhibit 1, and with no anticipated fiscal impact to the County. The ISAA will allow the County to receive and use FEMA NFIP policy and claim information for the County's Floodplain Management, Community Rating System, providing discounts on flood insurance for property owners and other floodplain management related activities.

**Recommendation**

It is recommended that the Board adopt the attached resolution approving an Information Sharing Access Agreement (ISAA) between the United States Department of Homeland Security / Federal Emergency Management Agency (DHS / FEMA) and Miami-Dade County (County) and authorize the County Mayor or County Mayor's designee to execute said agreement. Additionally, this item delegates authority to the County Mayor or County Mayor's designee to execute future ISAAs with the federal government for a period of 10 years provided the additional ISSAs are substantially in the form as attached to this resolution in Exhibit 1, and with no anticipated fiscal impact to the County.

This ISAA will document the safeguarding requirements for Personally Identifiable Information (PII) shared by FEMA with the County to share and exchange information under joint local and federal programs such as the National Flood Insurance Program (NFIP) and the Community Rating System (CRS) program. The FEMA ISAA for the NFIP data sharing is attached as Exhibit 1 to the resolution and has a term of three years from the date of execution.

Additionally, it is recommended that the Board delegate authority to the County Mayor or County Mayor's designee, for a period of 10 years, to execute similar ISAAs for information sharing

related to flooding, flood maps, flood reduction, flood insurance programs, or stormwater between the federal government and the County.

**Scope**

The scope of the ISAA is countywide.

**Delegation of Authority**

This item authorizes the County Mayor or County Mayor's designee to execute the proposed ISAA attached to the resolution and exercise the termination provisions and other rights contained therein. Additionally, this item delegates authority to the County Mayor or County Mayor's designee to execute future ISAAs with the federal government for a period of 10 years, for information sharing, related to flooding, flood maps, flood reduction, flood insurance programs, stormwater, or other flood related matters, provided the additional ISAAs are substantially in the form as attached to this resolution as Exhibit 1, and with no anticipated fiscal impact to the County.

**Fiscal Impact/Funding Source**

The approval of this ISAA and additional ISAAs in substantially the form attached as Exhibit 1, are not anticipated to have a fiscal impact on the County.

**Track Record/Monitor**

The Chief of Water Management within the Department of Regulatory and Economic Resources, Division of Environmental Resources Management, Marina Blanco-Pape, P.E., will be responsible for monitoring the ISAA.

**Background**

On February 4, 2003, the Board approved Resolution No. R-109-03, which authorized the execution of a Memorandum of Agreement (MOA) between the County and FEMA, allowing the County to become a Cooperating Technical Partner (CTP) with FEMA. Under the MOA, the County provided coordination, identification, and mapping of floodplains in Miami-Dade County, sharing the data with FEMA.

Resolution R-179-16, approved by the Board on March 8, 2016, allowed the County, as a FEMA CTP, to receive and expend up to \$1,250,000.00 under Grant Agreement No. EMW-2015-CA-00071-S01 from FEMA to provide County's Stormwater Master Plan model and results to update the Miami-Dade County Flood Insurance Rate Maps (FIRM) and Flood Insurance Rate Study (FIS).

On March 24, 2021 the County signed a Department of Homeland Security (DHS) / FEMA required Information Sharing Access Agreement (ISAA) which governs the collection, use, access, disclosure, security, and retention of Personally Identifiable Information (PII) related to the production and information sharing of FIRM flood maps. A change in DHS/FEMA procedures required the ISAA for continued work under the grant.

On January 26, 2022, the Miami-Dade County Department of Regulatory and Economic Resources (RER), Division of Environmental Resources Management (DERM) requested National Flood Insurance Program (NFIP) policy holder and claims data related to Miami-Dade County, which is needed for analysis and reporting in Activity 501 of FEMA's Community Rating System (CRS) Program. The County uses this information to delineate repetitive loss areas and to offer mitigation advice to the policyholders within these boundaries to help them improve their insurance rating when possible, assist in hazard mitigation application development, and to promote purchasing of flood insurance in neighborhoods that are underinsured. In addition, the County uses the data for assessment and review of repetitive loss and severe repetitive loss properties and mitigate those losses as required under the CRS Program.

These activities are required for the continued participation of Miami-Dade County in the Community Rating System (CRS) Program, and to maintain the County's current Class 5 community rating, which guarantees a 25 percent discount on all flood insurance premiums for unincorporated Miami-Dade County residents.

However, the County was informed by FEMA that a separate Information Sharing Access Agreement (ISAA) between the Department of Homeland Security / Federal Emergency Management Agency and Miami-Dade County would need to be executed as a pre-requisite to the transfer and sharing of repetitive loss data. This new ISAA will have to be renewed every three years for the County to continue to receive the repetitive loss data needed for the CRS Program activity.

The attached ISAA fulfills the requirement for the continued sharing of flood related data between the County and FEMA.



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Jimmy Morales  
Chief Operations Officer



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** March 7, 2023

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(L)(3)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(L)(3)  
3-7-23

RESOLUTION NO. R-168-23

RESOLUTION APPROVING INFORMATION SHARING ACCESS AGREEMENT TO SAFEGUARD PERSONALLY IDENTIFIABLE INFORMATION BETWEEN THE DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT AGENCY AND MIAMI-DADE COUNTY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ANY TERMINATION PROVISIONS AND ALL OTHER RIGHTS CONTAINED THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ADDITIONAL INFORMATION SHARING ACCESS AGREEMENTS FOR A PERIOD OF 10 YEARS

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** This Board hereby approves the Interlocal Sharing Access Agreement (ISAA) for information sharing of Personally Identifiable Information (PII) related to National Flood Insurance Program between the Department of Homeland Security / Federal Emergency Management Agency (DHS/FEMA) and Miami-Dade County, by and through the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM), in substantially the form attached hereto as Exhibit 1, and made a part hereof.

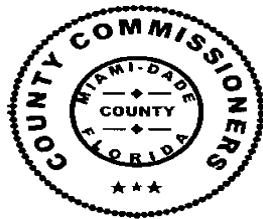
**Section 2.** This Board hereby authorizes the County Mayor or County Mayor's designee to execute the above-referenced ISAA and exercise any termination provisions and rights contained therein.

**Section 3.** This Board hereby authorizes the County Mayor or County Mayor's designee, for a period of ten years from the effective date of this resolution, to execute future Information Sharing Access Agreements (ISAAs) in substantially the form attached as Exhibit 1, for the sharing of information between the federal government and the County related to flooding, flood maps, flood reduction, flood insurance programs, stormwater, or other flood-related matters.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

|                                  |            |                      |               |
|----------------------------------|------------|----------------------|---------------|
| Oliver G. Gilbert, III, Chairman | <b>aye</b> |                      |               |
| Anthony Rodríguez, Vice Chairman | <b>aye</b> |                      |               |
| Marleine Bastien                 | <b>aye</b> | Juan Carlos Bermudez | <b>aye</b>    |
| Kevin Marino Cabrera             | <b>aye</b> | Sen. René García     | <b>absent</b> |
| Roberto J. Gonzalez              | <b>aye</b> | Keon Hardemon        | <b>aye</b>    |
| Danielle Cohen Higgins           | <b>aye</b> | Eileen Higgins       | <b>aye</b>    |
| Kionne L. McGhee                 | <b>aye</b> | Raquel A. Regalado   | <b>aye</b>    |
| Micky Steinberg                  | <b>aye</b> |                      |               |

The Chairperson thereupon declared this resolution duly passed and adopted this 7<sup>th</sup> day of March, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "ASR", is written over a horizontal line.

Abbie Schwaderer-Raurell

# EXHIBIT 1

Agreement No./Title: \_\_\_\_\_

DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency

## INFORMATION SHARING ACCESS AGREEMENT (ISAA)

### BETWEEN

THE DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT  
AGENCY (DHS/FEMA)

### AND

**Miami-Dade County, FL Department of Regulatory & Economic Resources**

1. **INTRODUCTION.** The U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and Miami-Dade County, FL Department of Regulatory and Economic Resources (hereinafter referred to as "Recipient Entity"), hereinafter collectively referred as the "Parties," voluntarily enter into this Information Sharing Access Agreement (ISAA) (alternatively "Agreement") to govern the collection, use, access, disclosure, security, and retention of the Personally Identifiable Information (PII) dataset(s) described herein.
2. **PURPOSE AND BACKGROUND.** The purpose of this Agreement is to document the safeguarding requirements for PII dataset(s) shared by FEMA with Recipient Entity to to review National Flood Insurance Program(NFIP)policy and/or claims information for daily FPM, CRS and HM activities .
  - a. Recipient Entity is a(n) Miami-Dade, FL Department of Regulatory and Economic Resources . Recipient Entity requires access to PII dataset(s) concerning NFIP claims data, policy data, and repetitive loss data , as documented in Appendix A, to review NFIP policy and claims information for within its jurisdiction to provide any relevant mitigation .

<sup>1</sup> E.g. "NFIP Pivot is used to account for flood insurance policies and claims under the National Flood Insurance Program."



**3. AUTHORITIES.** *[Must be verified by program legal counsel]*

- a. ☒ Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Pub. L. No. 93-288 (1974), (codified at 42 U.S.C. §§ 5121-5207) (Stafford Act) ☒ National Flood Insurance Act of 1968, Pub. L. No. 90-448, Title XIII (1968) (42 U.S.C. 4001 et seq.) (NFIA) ☒ Homeland Security Act of 2002,  
Pub. L. No. 107-296 (2002) (6 U.S.C. 101 et seq.) \_\_\_\_\_;
- b. Privacy Act of 1974, as amended, 5 U.S.C. § 552a (Privacy Act);
- c. ☐ DHS/FEMA 008 -Disaster Recovery Assistance Files System of Records (DRA), 78 Fed. Reg. 25,282 (Apr. 30, 2013) (DRA SORN) ☒ DHS/FEMA 003 –NFIP Files System of Records, 79 FR 28747 (May 19, 2014) (NFIP Files SORN) ☐ \_\_\_\_\_  
\_\_\_\_\_;
- i. Routine use N, O, R, and T \_\_\_\_\_.
- d. The E-Government Act of 2002, Public Law 107-347, §208; \_\_\_\_\_  
\_\_\_\_\_;

**4. DEFINITIONS.<sup>2</sup>**

- a. BREACH (synonymous with “PRIVACY INCIDENT”): The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses personally identifiable information for an other than authorized purposed.
- b. INCIDENT (synonymous with IT SECURITY INCIDENT): An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.
- c. PERSONALLY IDENTIFIABLE INFORMATION: means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.

**5. RECIPIENT RESPONSIBILITIES.** The Recipient Entity's responsibilities under this ISAA are as follows:

- a. Maintain appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom information is maintained;
- b. Maintain the PII dataset(s) provided by FEMA to the Recipient Entity separately or in a manner in which it is easily segregable from the entity's other information;
  - i. This does not refer to individual PII data elements which the Recipient Entity independently collects, verifies, documents, or incorporates in its records and/or systems separately from FEMA PII datasets for programs or services not addressed in this Agreement;

<sup>2</sup> See Handbook for Safeguarding Sensitive PII, Privacy Policy Directive 047-01-007, Revision 3, December 4, 2017.

- c. Submit a written request to FEMA for any information request pursuant to this ISAA;
- d. Each time PII is requested under this ISAA, indicate the specific purpose and use of the PII and the specific routine use under which the PII is being requested;
- e. Use the PII provided pursuant to this ISAA only for the purpose(s) identified in this ISAA and consistent with the applicable Routine Use(s);
- f. Restrict access to PII datasets provided by FEMA under this ISAA to authorized personnel and to entities under contract by the requestor (direct contractors) performing functions consistent with the purpose of this ISAA on behalf of Recipient Entity;
- g. Retain the original dataset for only so long as necessary for the purposes of this agreement, but in any case, no longer than 3 years from the date of signature of both parties.
- h. Instruct all individuals with access to PII provided pursuant to this ISAA regarding the confidential nature of the information, the safeguard requirements of this Agreement, and the applicable criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of the PII covered by this Agreement;
- i. In a timely manner, take appropriate action with regard to any request made by FEMA for access, additions, changes, deletions, or corrections of PII and in a timely manner, notify FEMA of any data errors that it discovers;
- j. The Recipient Entity shall ensure no Matching Program, as that term is defined in 5 U.S.C. § 552a(a)(8), will occur using the PII datasets shared under this agreement unless a separate Computer Matching Agreement is in place.
- k. If at any time during the term of this ISAA any part of the PII dataset provided under this Agreement, ceases to be required by Recipient Entity for purpose(s) identified in this ISAA, or upon termination of the ISAA, whichever occurs first, within fourteen (14) days thereafter, promptly notify FEMA and securely return the PII to FEMA, or, at FEMA's written request destroy, un-install and/or remove all copies of such PII in the Recipient Entity's possession or control, and certify in writing to FEMA that such tasks have been completed.

**6. FEMA RESPONSIBILITIES.** FEMA's responsibilities under this ISAA are as follows:

- a. Share with Recipient Entity only the PII dataset(s) documented in Appendix A to this ISAA;
- b. Transmit or allow access to the information documented in Appendix A to the Recipient Entity in password protected format via encrypted email or via a FEMA-OCIO approved secure information technology (IT) portal, interface, or transfer tool;
- c. Ensure that FEMA information provided to Recipient Entity is accurate, complete, and up-to-date as reasonably necessary;
- d. Keep a record of the date, nature, and purpose of each disclosure of PII to Recipient Entity under this ISAA, to include the written request for information.
- e. FEMA shall not take any adverse action or limit any of its Federal benefits as a result of this sharing of information.

## 7. THIRD PARTY ACCESS

- a. **Ownership of PII Dataset(s).** Notwithstanding any other provision of this Agreement, the PII dataset(s) obtained by Recipient Entity from FEMA shall remain under the control of FEMA, and Recipient Entity will not further disclose PII dataset(s) provided by FEMA to outside third parties without express consent from FEMA or the individuals to whom the PII pertains.
  - i. This does not refer to individual PII data elements which the Recipient Entity independently collects, verifies, documents, or incorporates in its records and/or systems for programs or services not addressed in this Agreement.
- b. **Open Access/Freedom of Information Requests.** The Recipient Entity shall withhold PII provided by FEMA under this agreement from any open records or Freedom of Information Act (FOIA) response to the extent allowed by law. The Recipient Entity shall provide notice of any request for and/or disclosure of PII provided by FEMA under this agreement in response to open records or FOIA requests.
- c. ☒ At this time, Recipient Entity has not indicated an intent to share FEMA PII with third-party contractors. If Recipient Entity utilizes a contractor in connection with its performance of its obligations under the ISAA and Recipient Entity intends to provide such contractor with access to FEMA PII, Recipient Entity shall not share data until notice of the identity of such contractor and the extent of the role that such contractor will play in connection with the purpose of this ISAA has been provided to and approved by FEMA.
- d. All contractors granted access by FEMA to any FEMA PII must agree in writing with Recipient Entity to: (a) abide by the terms and conditions in this ISAA, including without limitation, provisions relating to compliance with the protection of FEMA PII and Notice of Privacy Incident; (b) restrict use of FEMA survivor/registrant PII only to the performance of services to Recipient Entity in connection with Recipient Entity's performance of its obligations under this ISAA, and (c) certify in writing, upon completion of the performance of services by a contractor, that the contractor has immediately un-installed, removed, and/or destroyed all copies of FEMA survivor/registrant PII within 30 days of the contractor's performance of services to Recipient Entity.

## 8. PRIVACY INCIDENT PROCEDURES

- a. **Notice of Privacy Incident.** If the Recipient Entity, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to FEMA PII, the Recipient Entity shall immediately, but in no event later than twenty-four (24) hours from suspicion, discovery or notification of the suspected or confirmed Privacy Incident, notify the FEMA Privacy Officer at (202) 212-5100 or [FEMA-Privacy@fema.dhs.gov](mailto:FEMA-Privacy@fema.dhs.gov).
- b. **Privacy Incident Handling.** In the event of a Privacy Incident emanating from this ISAA, FEMA will investigate the Privacy Incident pursuant to DHS standard procedures and will consult Recipient Entity to diagnose, mitigate and manage the Incident. The Recipient Entity will be responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.
- c. ☒ *[Select this clause if Entity is a State/Local/Territorial/Tribal Government Agency]*

**Remediation.** In the event of a Privacy Incident and/or IT Security Incident emanating from this ISAA, FEMA will investigate the Privacy Incident and/or IT Security Incident pursuant to DHS standard procedures and will consult with Recipient Entity in order to diagnose, mitigate, and manage the Privacy Incident and/or IT Security Incident. The Recipient Entity will be responsible for carrying out all reasonable and necessary measures to remedy the effects of a Privacy Incident/Breach, when its actions are responsible for the Privacy Incident/Breach, which may include:

  - i. Notification to the affected individuals, the public, media, and/or other government entities;
  - ii. Removing information from an Internet or Intranet page;
  - iii. Training and awareness for staff on best practices to Safeguard PII;
  - iv. Disciplinary or corrective action, including counseling for employees.
    1. NOTE: any personnel subject to corrective or disciplinary action arising out of a privacy incident must not be identified or identifiable in the Privacy Incident reporting;
  - v. Revisions to policies and procedures to minimize or eliminate the use of PII when possible;
  - vi. and/or Any other remediation effort(s) as agreed upon by the Parties.
- d. **Penalties.** If the Recipient Entity or one of its employee/agents willfully discloses any PII to a third party not authorized to receive it, FEMA will revoke the Recipient Entity's access to FEMA PII.

## 9. GENERAL TERMS.

- a. **Entire Agreement.** This ISAA constitutes the entire Agreement between the Parties with regard to information sharing. However, if this ISAA is used to supplement a contract between the Parties, to the extent there is any conflict between a term of this ISAA and a term in other acquisition documentation, the term of the underlying acquisition, including the Homeland Security Acquisition Regulations (HSAR) Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses will supersede.
- b. **Effective Date, Duration, and Termination.** This ISAA will become effective upon the signature of both Parties and will remain in effect for 3 Years, or the lifetime of the acquisition period, whichever is shorter. However, FEMA will only provide the information identified in Appendix A for the disaster period of assistance or, if applicable, for the period of time specified in the Routine Use, whichever is longer. Either party may terminate this Agreement upon written notice to the other party.
- c. **Modification.** This ISAA may be modified upon the mutual written consent of the Parties.
- d. **Counterparts.** This ISAA, when executed in any number of counterparts and by different Parties on separate counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same Agreement.
- e. **Severability.** Nothing in this ISAA is intended to conflict with current law, regulation or FEMA directives. If a term of this ISAA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this ISAA shall remain in full force and effect.
- f. **No Private Right.** This ISAA is an internal Agreement between FEMA and the Recipient Entity. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this ISAA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction. Accordingly, the terms of this Agreement do not constitute or imply the grant, by the United States of America, of any other consent, accord, satisfaction, advice, or waiver of its rights, power or authority.
- g. **Funding.** This ISAA is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this ISAA. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.
- h. **Issue Resolution.** FEMA and Recipient Entity understand that during the course of this ISAA, they may have to resolve issues such as: scope, interpretation of provisions, unanticipated technical matters, and other proposed modifications. Both Parties agree to appoint their respective points of contact to work in good faith towards resolution of such issues. [See Appendix B for points of contacts.]
- i. **Auditing/Reporting:** The Parties will coordinate to prepare a report/audit summarizing Recipient Entity and its contractor's (if applicable) compliance with the privacy, redress, and security requirements set forth in this Agreement, to include accounting for all disclosures of FEMA PII. FEMA shall be provided copies of Recipient Entity self-audits. As part of this responsibility, the Recipient Entity further agrees to conduct its own annual audits of compliance with the terms of this Agreement, and to provide the results of these audits to Regional Flood Insurance Liaison (RFIL), FEMA Region 4.

**APPROVED BY:**

DEPARTMENT OF HOMELAND SECURITY / FEDERAL EMEGENCY MANAGEMENT AGENCY

\_\_\_\_\_  
FEMA Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason O. Hunter

\_\_\_\_\_  
Name

\_\_\_\_\_  
FM&I Branch Chief

\_\_\_\_\_  
Title

\_\_\_\_\_  
Region IV Mitigation/FM&I Branch

\_\_\_\_\_  
Program Name

\_\_\_\_\_  
DHS/FEMA/Region IV

\_\_\_\_\_  
FEMA

**THE RECIPIENT ENTITY:**

\_\_\_\_\_  
Recipient Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Miami-Dade County, Florida

\_\_\_\_\_  
Full Entity Name

**Appendix A – NFIP Files SORN**

\_\_\_\_\_, Routine use  
N, O, R, and T \_\_\_\_\_. The following lists the  
specific data elements in the FEMA PII dataset(s) that will be shared by FEMA with the Miami-Dade County, FL.  
The Miami-Dade County, FL will only receive the PII data that is necessary to meet the routine use:

- Policyholder Name (Routine Uses I and N only)
- Property Address
- Date of Loss
- Building Characteristics
- Coverages (building, contents)
- Premium and fees
- Claims amount paid (building, contents, ICC)
- Non-PII data elements as necessary, requested, and available

**Appendix B – Administrative points of contacts for this agreement (Limit of five)**

- a. The FEMA point of contact is as follows:

Name: Dewana R. Davis

Title: Regional Flood Insurance Liaison

Phone: +1 (770) 220-5420

Email Address: dewana.davis@fema.dhs.gov

- b. The Recipient Entity point of contact is as follows:

Name: Marcia Steelman CFM

Title: Engineer 3

Phone: +1 (305) 498-7140

Email Address: Marcia.Steelman@miamidade.gov

- c. The Recipient Entity point of contact is as follows:

Name: Randall White

Title: Manager, Stormwater Utility Section

Phone: +1 (305) 372-6406

Email Address: Randall.White@miamidade.gov

- d. The Recipient Entity point of contact is as follows:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

- e. The Recipient Entity point of contact is as follows:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

- f. The Recipient Entity point of contact is as follows:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_