

MEMORANDUM

Agenda Item No. 9(A)(3)

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

DATE: July 2, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to execute an Information Sharing Access Agreement ("ISAA") to safeguard personally identifiable information between the Department of Homeland Security/Federal Emergency Management Agency and Miami-Dade County and to exercise the provisions contained therein; and authorizing the County Mayor to execute other ISAAs for said purpose, as well as exercise the provisions contained therein for a period of 12 years

Resolution No. R-619-24

The accompanying resolution was prepared by the Department of Emergency Management and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.


Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: July 2, 2024

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

From: Daniella Levine Cava
Mayor 

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

Executive Summary

The purpose of this item is to gain authorization from the Board of County Commissioners (Board) for the County Mayor or County Mayor's designee to execute a three-year Information Sharing Access Agreement (ISAA) between Miami-Dade County (County) and the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA), that would govern the collection, use, access, disclosure, security, and retention of personally identifying information related to the National Flood Insurance Program (NFIP) between the County and FEMA.

Additionally, this item seeks authorization for the County Mayor or County Mayor's designee to execute future ISAAs with the same or other federal agencies as well as exercise the provisions of the ISAAs for a period of 12 years provided that the ISAAs are related to matters concerning flooding, flood maps, flood reduction, flood insurance programs, or stormwater. 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 (CRS), providing discounts on flood insurance for property owners and other floodplain management related activities to include updating mitigation plans and applying for grants.

Recommendation

It is recommended that the Board adopt the attached resolution approving an ISAA between FEMA and the County and authorizing the County Mayor or County Mayor's designee to execute said agreement. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to execute future ISAAs with the same or other federal agencies as well as exercise the provisions contained in all such ISAAs for a period of 12 years.

Scope

The scope of the ISAA will have a countywide impact.

Delegation of Authority

This item delegates authority to the County Mayor or County Mayor's designee to execute ISAAs and are related to matters concerning flooding, flood maps, flood reduction, flood insurance programs, or stormwater with FEMA or other federal agencies and exercise the provisions contained therein for a period of 12 years.

Fiscal Impact/Funding Source

The approval of this resolution will not have a fiscal impact on the County.

Track Record/Monitor

The Assistant Director for Mitigation, Recovery, and Resilience within the Department of Emergency Management or other supervisory personnel 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 identified and mapped floodplains in Miami-Dade County. Data collected was then coordinated and shared with FEMA.

Resolution No. R-179-16, approved by the Board on March 8, 2016, authorized 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 update the Miami-Dade County Flood Insurance Rate Maps (FIRM).

On March 24, 2021, the County executed an ISAA with FEMA which governed the collection, use, access, disclosure, security, and retention of personally identifiable information related to the production and information sharing of FIRM flood maps. A change in 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, Division of Environmental Resources Management requested NFIP policy holder and claims data related to Miami-Dade County, which is needed for analysis and reporting in Activity 501 of FEMA's 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 to mitigate those losses as required under the CRS Program.

These activities are required for the County's continued participation in the CRS Program, and to maintain the County's current Class 3 community rating, which guarantees a 25 percent discount on all flood insurance premiums for residents in unincorporated Miami-Dade County. However, it is necessary for the County to execute a separate Information Sharing Access Agreement (ISAA) between the Department of Homeland Security / Federal Emergency Management Agency and Miami-Dade County to ensure the transfer and sharing of repetitive loss data with the Department of Emergency Management. This new ISAA will have to be renewed every three years for the County to continue to receive repetitive loss data to support ongoing mitigation activities as outlined, which in turn contributes to CRS Program activity.



JD Patterson,
Chief of Preparedness and Forensics

Memorandum



Date: May 29, 2024

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

From: Pete Gomez, Director
Department of Emergency Management

Subject: Request to Process Late Departmental Agenda Items

I am requesting that the resolution approving and authorizing the County Mayor or County Mayor's designee to execute and information sharing access agreement between the department of Homeland Security/Federal Emergency Management Agency and Miami-Dade County be processed for agenda placement on the June Committee Cycle.

Although this item has not met the noticed deadline for the June Committee meeting and has been provided to the Agenda Coordination Office late, this item is critical to the Department of Emergency Management (DEM). The purpose of this item is to gain authorization to execute a three-year Information Sharing Access Agreement (ISAA) between Miami-Dade County (County) and the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA), that would govern the collection, use, access, disclosure, security, and retention of personally identifying information related to the National Flood Insurance Program (NFIP) between the County and FEMA. 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 (CRS), providing discounts on flood insurance for property owners and other floodplain management related activities to include updating mitigation plans and applying for grants.

Therefore, please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.

A handwritten signature in blue ink, appearing to read "JD Patterson", written over a horizontal line.

Approved by Mayor or Mayor's Designee

JD Patterson

Print Name

A handwritten signature in blue ink, appearing to read "Nicole Tallman", written over a horizontal line.

Approved by Legislative Affairs Director
Signature

Nicole Tallman

Print Name

c: Geri Bonzon-Keenan, Successor County Attorney
Gerald Sanchez, First Assistant County Attorney
Jess McCarty, Executive Assistant County Attorney
CAOagenda@miamidade.gov

MDC004



MEMORANDUM

(Revised)

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

DATE: July 2, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(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. 9(A)(3)
7-2-24

RESOLUTION NO. _____ R-619-24

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INFORMATION SHARING ACCESS AGREEMENT ("ISAA") TO SAFEGUARD PERSONALLY IDENTIFIABLE INFORMATION BETWEEN THE DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT AGENCY AND MIAMI-DADE COUNTY AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE OTHER ISAAS FOR SAID PURPOSE, AS WELL AS EXERCISE THE PROVISIONS CONTAINED THEREIN FOR A PERIOD OF 12 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 this Board:

Section 1. Approves the foregoing recital, which is incorporated herein by reference.

Section 2. Approves the Information Sharing Access Agreement ("ISAA") in substantially the form attached hereto and incorporated herein as Exhibit A governing the collection, use, access, disclosure, security, and retention of personally identifiable information ("PII") between the Department of Homeland Security/Federal Emergency Management Agency ("FEMA") and Miami-Dade County, by and through the Miami-Dade County Department of Emergency Management. Specifically, the ISAA provides safeguards for PII shared by FEMA related to the National Flood Insurance Program, to conduct floodplain management, for disaster recovery, to update mitigation plans, and for grant applications.

Section 3. Authorizes the County Mayor or County Mayor’s designee to execute the ISAA for the purposes described in section 2 as well as exercise the provisions contained therein, following review and approval for form and legal sufficiency by the County Attorney’s Office.

Section 4. Authorizes the County Mayor or County Mayor’s designee, for a period of 12 years from the effective date of this resolution, to execute ISAAs between the FEMA or other federal agencies and the County that are related to flooding, flood maps, flood reduction, flood insurance programs, stormwater, or other flood-related matters as well as for the purposes described in section 2. The County Mayor or County Mayor’s designee is further authorized to exercise the provisions contained therein, following review and approval for form and legal sufficiency by the County Attorney’s Office.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of July, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

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

Shanika A. Graves

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, FLORIDA

1. **INTRODUCTION.** The U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and Miami-Dade County, Florida (Miami-Dade County) (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 conduct floodplain management, disaster recovery, CRS and SD/SI activities, update mitigation plans and apply for grants.
 - a. Recipient Entity is a(n) NFIP participating community. Recipient Entity requires access to PII dataset(s) concerning NFIP policies, claims, violations and repetitive/severe repetitive loss data for the communities in Appendix A, as documented in Appendix A, to conduct floodplain management, disaster recovery, CRS and SD/SI activities, update mitigation plans and apply for mitigation grants.

¹ 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) ☐ _____;
- 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) ☐ DHS/FEMA-009 Hazard Mitigation Disaster Public Assistance and Disaster Loan Programs, March 24, 2014, 79 FR 16015; DHS/FEMA 008-Disaster Recovery ,
- i. Routine use G, I, L, M, N, O, R, T of the NFIP SORN and J and H of the Disaster SORNs .
- d. The E-Government Act of 2002, Public Law 107-347, §208; _____;

4. DEFINITIONS.²

- 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;

² 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.
- 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.
- 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 Dewana Davis, RFIL, FEMA Region 4.

APPROVED BY:

DEPARTMENT OF HOMELAND SECURITY / FEDERAL EMEGENCY MANAGEMENT AGENCY

_____ FEMA Signatory Nicholas A. Shufro _____ Name Deputy Assistant Administrator _____ Title Risk Management Directorate _____ Program Name DHS/FEMA/Resilience _____ FEMA	_____ Date
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THE RECIPIENT ENTITY:

_____ Recipient Signatory Maggie Steenburg, MPS _____ Name Asst. Director, Dept. of Emgcy. Mgmt. _____ Title Miami-Dade County, Florida _____ Full Entity Name	_____ Date
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Appendix A – DHS/FEMA-003 NFIP, DHS/FEMA 008-Disaster Recovery Assistance, DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Programs, Routine use G, I, L, M, N, O, R and T of NFIP SORN and J and H of Disaster SORNs. 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:

Data elements extracted include:

From the public Census.gov web site

- Median Income
- Housing Data

Authorization for sharing the NFIP data for Community Profiles can be found in Routine Uses G, I, L, M, N, O, R and T of SORN DHS/FEMA-003 National Flood Insurance Program Files

- Property address
- Property coordinates
- Current NFIP Claims
- Historical NFIP Claims
- Current and Historical NFIP Claim Amounts
- Dates of Loss
- Water depth relative to main building
- RL and SRL Properties
- Type of Structure
- Obtain and Maintain properties

*Additional justification and a valid "need to know" is needed to receive policyholder names or policy numbers.

Authorization for sharing IA information for Community Profiles is provided in Routine Use G, J(1) and (2) of SORN DHS/FEMA-008 Disaster Recovery Assistance Files

- Property Address
- Property Coordinates
- Property damage inspection data
- Hazard Type
- Residence Type
- Dwelling Type
- IA Claim Amounts
- Current IA Claim
- Historical IA Claim
- Water depth relative to main building
- High Water Mark Location
- Year IA GFIP obtain and maintain requirements applied to property

Authorization for sharing MT eGrants information for Community Profiles is provided in Routine Use G, H and J of SORN DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Program

- Type of HMA project
- Grant award amounts
- Type of mitigation
- Property Address
- Property Coordinates
- Project Address
- Project Coordinates

Authorization for sharing EMMIE information for Community Profiles is provided in Routine

Use G, H and J of SORN DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Program

- Property Address
- Property Coordinates
- Project Address
- Project Coordinates
- Grant Award Amount
- Type of Mitigation
- Property Damage Inspection Data
- Hazard Type
- Type of Structure

Authorization sharing Grants Manager information for Community Profiles is provided in Routine Use G, H and J of SORN DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Program

- Property Address
- Property Coordinates
- Project Address
- Project Coordinates
- Grant Award Amount
- Type of Mitigation
- Property Damage Inspection Data
- Hazard Type
- Type of Structure

Authorization sharing RAM information for Community Profiles is provided in Routine Use G and J(1) and (2) of SORN DHS/FEMA-008 Disaster Recovery Assistance Files

- SFHA
- FIRM effective date
- Levee Center Lines
- County
- Community

Authorization for sharing aerial and satellite imagery information from The Internal Geoportal for Community Profiles is provided in Routine Use H and J of SORN DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Program. From geoportal.fema.net (The Internal Geoportal) Aerial imagery which includes the following data:

- State
- City name
- County name
- Township name
- 5-digit zip code
- Street block number
- longitudinal/latitudinal location
- street address

NFIP communities included in the request:

City of Aventura (120676)	Village of Bal Harbour Village (120636)
Town of Bay Harbor Islands (120637)	Village of Biscayne Park (120638)
City of Coral Gables (120639)	Town of Cutler Bay (120218)
City of Doral (120041)	Village of El Portal (120640)
City of Florida City (120641)	Town of Golden Beach (120642)
City of Hialeah Gardens (120644)	City of Hialeah (120643)
City of Homestead (120645)	Village of Indian Creek Village (120646)
Village of Key Biscayne (120648)	Town of Medley (120649)
City of Miami Beach (120651)	City of Miami Gardens (120345)

Town of Miami Lakes (120686)
City of Miami Springs (120653)
Miami-Dade County (120635)
City of North Miami Beach (120656)
City of Opa-Locka (120657)
Village of Pinecrest (120425)
City of Sunny Isles Beach (120688)
City of Sweetwater (120660)
City of West Miami (120662)

Village of Miami Shores Village (120652)
City of Miami (120650)
City of North Bay Village (120654)
City of North Miami (120655)
Village of Palmetto Bay (120687)
City of South Miami (120658)
Town of Surfside (120659)
Village of Virginia Gardens (120661)

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

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

Name: Dewana Davis
Title: RFIL, FEMA Region 4
Phone: +1 (770) 220-5420
Email Address: dewana.davis@fema.dhs.gov

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

Name: Maggie Steenburg, MPS
Title: Assistant Director, Dept. of Emergency Management
Phone: +1 (305) 468-5423
Email Address: maggie.steenburg@miamidade.gov

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

Name: Robin Yang
Title: Emergency Management Planner/LMS Chair
Phone: +1 (305) 468-5427
Email Address: robin.yang@miamidade.gov

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

Name: Soheila Ajabshir
Title: IT Software Developer/EOC GIS Manager
Phone: +1 (303) 468-5417
Email Address: soheila.ajabshir@miamidade.gov

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

Name: Michelle Cejas
Title: Senior Grants Analyst
Phone: +1 (305) 375-2625
Email Address: michelle.cejas@miamidade.gov

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

Name: _____
Title: _____
Phone: _____
Email Address: _____