

**AGREEMENT FOR
Resilient SRQ (CDBG-DR) Implementation of Housing
Rehabilitation/Reconstruction Program and System of Record**

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **Tetra Tech, Inc.**, a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as "Consultant." For purposes of this Agreement, the terms "Vendor," "Contractor," and "Consultant" shall be interchangeable and the terms "Contract" and "Agreement" shall be interchangeable.

This Agreement, including its Exhibits A, B, C, D, E, F, G, and H attached hereto, Solicitation RFP #242525MN and County Purchase Orders, all incorporated herein, represent the entire agreement between Consultant and County with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement.

Consultant and County acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

TETRA TECH, INC.

BY: DocuSigned by:
Jonathan Burgiel
FECB75D4C14419
Jonathan Burgiel
Business Unit President
04-22-2024

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: *Jonathan R. Lewis*
Jonathan R. Lewis
County Administrator **4/22/2024**

*Executed by the County Administrator
pursuant to Resolution No. 2023-142*

Approved as to form and correctness:

BY: *J. Magee*
County Attorney **RWF**

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Terms and Conditions

WITNESSETH

WHEREAS, the County issued Resilient SRQ (CDBG-DR) Implementation of Housing Rehabilitation/Reconstruction Program and System of Record Solicitation Request for Proposals (RFP) #242525MN on November 9, 2023; and,

WHEREAS, the County evaluated the proposals received and found the Consultant qualified to perform the necessary consulting services; and

WHEREAS, the Consultant has reviewed the consulting services required pursuant to the Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the County and the Consultant, in consideration of the mutual covenants contained herein, agree as follows:

I. CONSULTANT'S SERVICES

The Consultant agrees to diligently provide System of Record (SOR) services for the County's Community Development Block Grant – Disaster Recovery (CDBG-DR) grant funded housing program ("Project") and to perform such services in accordance with the Scope of Services, attached as Exhibit A, Grant Contract Provisions, attached as Exhibit E, HUD Data Sharing Agreement, attached as Exhibit G, and SBA Data Sharing Memorandum of Understanding, attached as Exhibit H, all of which are incorporated herein.

II. TERM

- A. This Agreement shall commence immediately upon the execution by the parties and shall continue for a period of three (3) years. Notwithstanding the preceding sentence, the Consultant shall perform no work under this Agreement until receipt of a Purchase Order issued by the County.
- B. The Agreement may be renewed for up to three (3) additional one-year periods subject to written agreement of both parties.

III. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

- A. The County shall pay the Consultant for the services rendered hereunder and/or completed in accordance with the terms and conditions of this Agreement an amount not to exceed One Million Three Hundred Twenty One Thousand Nine Hundred Seventy Five and Zero Cents (\$1,321,975.00) for the initial term, inclusive of reimbursement of expenses.
- B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and County may elect to issue no

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purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

- C. The County's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Board of County Commissioners. The County shall promptly notify the Consultant if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

- A. The County shall pay the Consultant through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with this Agreement.
- B. The Consultant shall submit an invoice for payment to the County to the address indicated on the purchase order. The County shall make payment as specified in Exhibit C, Fee Schedule, attached hereto and incorporated herein.
- C. The Consultant's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The Consultant is responsible for providing all necessary documentation that may be required by the County.

V. ADDITIONAL SERVICES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Consultant and the County, unless governed by Sections X or XIV.
- B. If the County's Administrative Agent requires the Consultant to perform additional services related to this Agreement which are not governed by the change management process or by time and materials services then the Consultant shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work.

The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service or work specifically governed by this Section V.B. and performed before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required

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as a result of Consultant's sole error, and/or omission or negligence of the Consultant, the Consultant shall not be entitled to additional compensation.

VI. LIABILITY OF CONSULTANT

- A. The Consultant shall save, defend, indemnify, and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission, or default of the Consultant arising out of or in any way connected with the Consultant or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in Exhibit D, Insurance Requirements, attached hereto and made a part of this Agreement.

VIII. RESPONSIBILITIES OF THE CONSULTANT

- A. Consultant acknowledges that it is familiar with the requirements of Exhibit A, Scope of Services, Exhibit E, Grant Contract Provisions, Exhibit G, HUD Data Sharing Agreement, and Exhibit H, SBA Data Sharing Memorandum of Understanding, and that it will perform the services as required and as incorporated herein.
- B. The Consultant agrees to respond to communication from the County within three (3) business days unless a shorter response time is required in order to comply with the requirements of any Exhibit attached hereto.
- C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the County under this Agreement. However, the Consultant shall rely on the accuracy of the data provided to it by the County, and shall not be responsible for technical accuracy in the event said data was inaccurate. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies caused solely by the Consultant in its reports, designs, specifications, other documents and data.
- D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant, any fee,

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commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

- E. The Consultant agrees that it and its employees shall communicate with County employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from County employees or members of the public, may impact the County's decision to renew or terminate the Agreement in accordance with the provisions contained herein. The County further reserves the right to suspend or debar the Consultant from consideration for award of future contracts in accordance with the Sarasota County Procurement Code if the Consultant does not abide by the terms of this subsection.
- F. The Consultant covenants and agrees that it and its employees shall be bound by the Ethical Standards as set forth in the Sarasota County Procurement Manual. The Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- G. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- H. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- I. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (from October to September) after completion of the services.
- J. The Consultant shall notify the County's Administrative Agent at least one (1) County-business day in advance of any meeting between the Consultant

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and any County Commissioner, regulatory agency, or private citizen relating to this Agreement.

- K. The Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent, or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Consultant shall be solely responsible for providing benefits and insurance to its employees.
- L. The Consultant must be familiar with and comply with all FEMA, HUD, and SBA requirements detailed in Exhibits E, G, and H, and incorporated into this Agreement. The Consultant acknowledges that the County and/or FEMA/HUD/SBA may terminate certain agreements contained in Exhibit G and/or Exhibit H without terminating this Agreement and in such event, the Consultant and the County may have obligations that extend beyond the effective date of any such termination as more particularly described in Sections XXII and XXIII, and corresponding Exhibits.

IX. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

- A. "**RecoveryTrac**[™]", as the System of Record ("SOR"), is a software suite owned and developed by Consultant. As between Consultant and the County, County recognizes and acknowledges the validity and enforceability of Consultant's right, title, and interest in the **RecoveryTrac**[™] Service, including all its materials, code, documents, Consultant data, software, and information. County will not acquire nor claim any right, title, or interest in or to the **RecoveryTrac**[™] Service, any modifications or variation of the **RecoveryTrac**[™] Service, no matter the source, or any other intellectual property of Consultant.
- B. The County understands that **RecoveryTrac**[™] Service is nonexclusive, and Consultant may contract with any third parties to perform secondary and/or support services related to or within the terms of this Agreement. The **RecoveryTrac**[™] SOR, including software embedded within the software, is licensed, not sold, to the County only under the terms of this Agreement and Exhibit B.
- C. Consultant may use proprietary tools, computer programs, algorithms, non-County-sourced-or-provided-databases, methods and techniques, processes and other materials and ideas developed by itself or others to perform the **RecoveryTrac**[™] Service for County ("Consultant Tools").

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County agrees that Consultant Tools are not deemed deliverables or “works made for hire” under this Agreement, and remain the property of Consultant.

- D. County acknowledges that in the course of: (1) performing the **RecoveryTrac™** Service; or (2) discussing or negotiating future agreements, proposals or activities which could be the subject of a supplement to this Agreement with Consultant, County may learn Consultant’s confidential, trade secret, or proprietary information (“Consultant Confidential Information”). Consultant Confidential Information includes, without limitation, Consultant Tools, discoveries, developments, inventions, ideas, concepts, research and other information arising out of the **RecoveryTrac™** Service. Consultant Confidential Information shall be kept confidential by County and shall not be disclosed to any third party without Consultant’s prior written consent unless required to be disclosed pursuant to law, rule, regulation, ordinance, or order. County shall protect Consultant Confidential Information in at least the same manner it protects its own confidential information, which shall be at least a reasonable standard of care. Consultant acknowledges that County is subject to Florida public records laws and understands that only statutorily exempt information shall be deemed Confidential and that as an example, all electronic/written communications between the parties shall not be considered confidential.
- E. Consultant acknowledges that in the course of performing the Scope of Services detailed herein, the Consultant may encounter Confidential Information as defined in Sections XXII and XXIII or as otherwise identified as confidential by the County. Consultant will not use Confidential Information for any purpose other than as specifically authorized by this Agreement. All Confidential Information shall be handled in accordance with the strictest manner/method specified/referenced in Sections XXII and XXIII and where no handling methodology is specified, in at least the same manner as Consultant protects its own confidential information, which must be at least a reasonable standard of care.
- F. The County and its representatives shall not: (1) modify the **RecoveryTrac™** SOR or create derivative works, (2) sell, lease, license, or distribute **RecoveryTrac™** to any third party, (3) attempt to decompile or reverse engineer **RecoveryTrac™**, and/or (4) copy **RecoveryTrac™** except as provided for in the EULA. The County shall not, without Consultant’s permission, be permitted to use **RecoveryTrac™** on a third party cloud provider’s computer. The County further agrees to take all necessary precautions to prevent any unauthorized access to or use of **RecoveryTrac™** Service, as defined in Exhibit B, by the County, County Representatives, or any third party working within the scope of this Agreement.

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1. "County Representatives" means natural persons including without limitation County personnel and personnel of any Subcontractor. "Subcontractor" means any third party providing goods or performing services for or on behalf of County under and/or related to this Agreement or otherwise. In the course of County's regular business, County Representatives may be provided authorized credentials by Consultant or County to access or use the **RecoveryTrac™** Service.

- G. The County agrees that the **RecoveryTrac™** Service may only be accessed and/or used as expressly authorized in the End User License agreement, the negotiated version of which is attached as Exhibit B and supersedes all other versions notwithstanding any "clickwrap" or similar binding mechanism which purports to make an alternate version a final and/or precedential version, and in no other way. The County further agrees that all users authorized by the County to utilize the **RecoveryTrac™** Service, including County Representatives, will be required, as part of their addition as a user to the **RecoveryTrac™** Service, to agree to the terms of Exhibit B.

- H. It is understood and agreed that the reports, specifications, other documents and data developed by the Consultant in connection with its services shall be delivered to, and shall become the property of the County upon acceptance by the County. For clarity, all County-sourced or -provided data/records is/are and remain(s) at all times the property of the County and/or the governmental entities to whom the County owes data stewardship obligations.

- I. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing County systems. The County operates on a Packetlight Layer 1 optical network. The Layer 2 and Layer 3 ethernet network utilizes Cisco equipment. The County's network is positioned behind a CheckPoint firewall. County PCs run the latest version of the Windows operating system and Windows-compatible software. The County's Wi-Fi network is Cisco-based. Additional details regarding County technology and systems may be obtained by contacting the County's Office of Enterprise Information Technology.

X. SOFTWARE DEVELOPMENT REQUIREMENTS

- A. The parties acknowledge that the Scope of Services provided by the Consultant includes software development, which is a fluid process in which requirements and needs are sometimes subject to change, either based on specific client circumstances, changes in regulations, and/or based on the advice of the Consultant.

Thus, the parties' ability to clarify and/or change stipulated requirements for an SOR without the need for formal administrative amendments is

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acknowledged as necessary during the course of these services. The parties have agreed to address this necessity in the following manner:

Upon execution of this Agreement, County and Consultant shall meet, as delineated in the Scope of Services, to confirm and finalize the requirements/specifications for the project, as described in the solicitation, to remove any ambiguity and outline the acceptance criteria.

The final version of a requirements document shall be incorporated by this reference into this Agreement as an Attachment to Exhibit A, Scope of Services. The County's Administrative Agent identified in Section XVIII shall transmit the document to Consultant electronically for final agreement with the Subject line: "Attachment ___ to Exhibit A - For Final Approval". Consultant's designated representative in Section XVIII shall reply with "Approved" in order for the Attachment to be considered incorporated, with the full force and effect of this Agreement. Notwithstanding this section and the language of any such requirements document or similar non-formal administrative amendment, in no situation whatsoever can the document purport to add, modify, waive, additionally encumber (with the exception of a duly authorized task order encumbering a portion of the Agreement's contingency allowance), or otherwise change any Agreement term or condition — any such use is void and of no effect. Requirements documents or similar non-formal administrative amendments must strictly be used for clarifications and adjustments to the Scope of Services and Fee Schedule (within the formally authorized Not to Exceed amount) as is necessary to carry out the purpose of this Agreement.

XI. REPRESENTATIONS AND WARRANTY

- A. Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional contractors performing the same or similar services.
- B. Consultant reasonably expects that for any County specification/requirement or request related to this Agreement and any associated task order, such request will be (1) in accordance with software development industry standards, (2) specific/clear enough for execution to take place and without ambiguity, and (3) shall be subject to reasonable execution circumstances.

Consultant shall not be required to execute a specification/requirement and/or request for which the above parameters are not satisfied and/or execution is improbable or unreasonable. This includes any customization request which would significantly impact other Consultant customers utilizing the same service. Consultant shall be allowed to interpret any remaining *de minimus* ambiguity within a requirement or request in accordance with software development industry standards.

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Should a County specification/requirement or request be determined to lie outside of software development industry standards and/or should execution circumstances be commercially improbable, and such specification/requirement/request newly arises during development, County and Consultant agree to negotiate in good faith upon the proposed resolution for such an issue, the resolution for which shall become an Attachment and documented in the same manner as provided for in Section X.A.

- C. Should any other party advise Consultant to perform the services in a way that Consultant deems in good faith as against software development industry standards or not in accordance with the technical knowledge of its subject matter experts, the Consultant shall notify the County and provide adequate explanation; and should the County nevertheless approve such a request; and should such a request be determined to be executable, any warranties or representations strictly related to Consultant's services for that discrete issue, whether express or implied, shall expressly be rendered null and void.

XII. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

- A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in this Agreement and applicable Exhibits, with the exception of delays caused by force majeure.

"Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

- B. The Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Consultant's key personnel must receive the County's Administrative Agent's written approval, which shall not be unreasonably withheld, before said changes or substitution can become effective.

XIII. OBLIGATIONS OF COUNTY

- A. The County's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:
1. Review of all Consultant payment requests for approval or rejection.

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2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.
- B. The County shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.
- C. Consultant expects that any other parties performing services related to the Scope of Services for this Agreement shall treat Consultant in a civil and professional manner. The County, as the party in privity with these other entities, agrees to address any issues in which this does not occur and work towards an amicable resolution in good faith with the Consultant.
- D. In order to reduce administrative waste and ensure all SOR users access the SOR appropriately, the County agrees that all users the County designates as authorized to access the SOR, other than County Representatives as defined by Section IX.F., shall be required to electronically agree to the terms of Exhibit B.

XIV. COMMUNICATION AND CHANGE MANAGEMENT

- A. Consultant is performing the services under this Agreement solely for the County, as its client. Should the County request that the Consultant take direction from other parties, the County agrees said other parties must transmit said direction in full view of the County, including visibility into electronic communications and otherwise, and with the County's approval. In the event the Consultant is concerned by another party's direction, the Consultant shall be permitted to pause for a reasonable amount of time to follow said direction and authenticate said direction with the County.
- B. The parties acknowledge that the Scope of Services includes software development, which is a fluid process in which requirements and needs, as well as timelines, and even budgets, are sometimes subject to change, either based on specific client circumstances, changes in regulations, and/or based on the advice of the Consultant.

Thus, change management is necessary during the course of these services in order to avoid administrative delays, and the parties have agreed to the following change management structure in order to effectively manage the services related to this Agreement:

- i. **The following events shall trigger the change management process:**
 1. Any circumstances in which the Consultant's access to data or information needed for proper performance of services

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is materially and detrimentally affected; and/or

2. Any changes/requests which fundamentally change an agreed upon requirement within the applicable final requirements Attachment.
 - ii. In the event the change management process is triggered, parties shall discuss the situation and arrive at a mutually agreed resolution which the County's Administrative Agent shall memorialize via an electronic writing which adequately captures the change request, with the subject line "CONTRACT CHANGE REQUEST", including the extended period of the estimated timeline for the request, and Consultant's designated representative shall approve the electronic writing. The Consultant shall not be obligated to begin work on a request until this process is completed.
 - iii. In the event the change management process is not triggered, but the Consultant has reason to believe an equitable adjustment is needed, the Consultant shall have ten (10) days to request said adjustment from the County from the date upon which the need was reasonably known, and shall include all related writings indicating the substance of the change.

XV. TERMINATION

- A. The County shall have the right at any time upon written notice to the Vendor to terminate the purchase of any products not yet supplied by the date of the notice. In that event, the County shall, upon receipt of the written notice, pay to the Vendor and the Vendor shall accept as full payment, a sum of money equal to (1) the fee for each properly delivered product, plus (2) the actual amount of any true and documented costs Vendor incurs as a direct result of the termination, less (3) all previous payments made in accordance with Section III.
- B. The County shall have the right at any time upon thirty (30) calendar days' written notice to the Vendor to terminate the services of the Vendor. The County shall pay to the Vendor and the Vendor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- C. Any failure of the Vendor to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.
 1. For defaults that are curable (as determined by the County), the Vendor shall be notified in writing by the County and shall have an opportunity to cure such default within ten (10) working days after notification.

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2. For defaults that are not curable (as determined by the County), notice of the termination date shall be given as deemed appropriate by the County.
- D. In the event the County's termination of this Agreement for default is in any way deficient, at the option of the County such termination shall be deemed to be a termination for convenience pursuant to this section.
- E. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the County. The County shall pay to the Vendor and the Vendor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- F. In the event that the Vendor has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar days' written notice to the Vendor indicating its intention to do so. Payment for products supplied and services performed prior to the Vendor's abandonment shall be as stated above. Vendor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- G. The Vendor shall have the right to terminate this Agreement only in the event of the County failing to pay the Vendor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent.
- H. The County reserves the right to terminate and cancel this Agreement in the event the Vendor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.
- I. After consultation with and written notice to the Vendor providing a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or part, due to:
1. The quality of a portion, or all, of the Vendor's product or service not conforming to the requirements of this Agreement or other reasonable standard of quality;
 2. The Vendor's inability to complete delivery or performance of all products and services specified hereunder;
 3. The Vendor's failure to use the Agreement funds, previously paid the Vendor by the County, to pay Vendor's project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

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4. Claims made, or likely to be made, against the County, or its property;
 5. Damages to the County or a third party caused by the Vendor;
 6. The Vendor's failure or refusal to perform any other obligation under this Agreement after written notice and a reasonable opportunity to cure as set forth above.
- J. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor for any funds that HUD deems as having been spent for ineligible activities, for which the County timely and appropriately submits claims to HUD for reimbursement, and the Vendor shall comply with such demand within sixty (60) days. Should the County terminate this Agreement for convenience, this section shall no longer apply to Vendor.
- K. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XVI. STOP WORK ORDER

The County's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Due to the nature of this Agreement, if part of the work called for during the work stoppage renders the remaining services to be provided by Consultant impossible to perform, Consultant shall promptly notify County, and County may amend the stop work order, as appropriate.

Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the day after the date the order is delivered to the Consultant. Upon receipt of such an order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the County. Before the stop work order expires, unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order and the County shall render payment in accordance with Section XV.; or
3. Terminate the Agreement in accordance with provisions contained in Section XV.

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In the event the County determines to not direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XV.B. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order in the event the stop work order was for all services. In the event the stop work order only applied to part of the Consultant's services, the notice period for such termination shall be governed by Section XV. In the event the stop work order was for all services and the County does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement, and the County shall render payment in accordance with Section XV.

XVII. DISPUTE RESOLUTION

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Vendor shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

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XVIII. NOTICES

A. Any notices of default or termination shall be sufficient if sent by parties via electronic mail and either United States Certified mail (postage paid) or via nationally recognized delivery service, to the address listed below:

Consultant's Representative:		County's Administrative Agent:	
Name:	<u>John Buri or Kim Alarie</u>	Name:	<u>Laurel Varnell</u>
Title:	<u>Director</u>	Title:	<u>Manager II</u>
Address:	<u>2301 Lucien Way, Suite 120</u> <u>Maitland, FL 32751</u>	Address:	<u>1660 Ringling Blvd.</u> <u>Sarasota, FL 34236</u>
Telephone:	<u>407-716-0299</u>	Telephone:	<u>941-725-6855</u>
E-mail:	<u>TDR.contracts@tetrattech.com (must always be included); Kim.Alarie@tetrattech.com</u>	E-Mail:	<u>lvarnell@scgov.net</u>

B. Any change in the County's Administrative Agent or the Consultant's Representatives will be promptly communicated by the party making the change.

XIX. SCRUTINIZED COMPANIES

§287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Consultant certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the Consultant is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

XX. PUBLIC RECORDS

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**IF THE CONSULTANT HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES,
TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC
RECORDS RELATING TO THIS AGREEMENT, CONTACT
THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236**

**Phone: 941-861-5886
Email: publicrecords@scgov.net**

XXI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement or governed by Sections X and XIV.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges, or interest to any third party.
- D. The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.
- E. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- F. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due the Consultant from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

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- G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. The solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by reference.
- M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement not including all Exhibits;
 - 2. Exhibits E, G, and H
 - 3. Exhibit B;
 - 4. Exhibit C;
 - 5. All other Agreement Exhibits;
 - 6. Request for Proposal;
 - 7. Attachments
 - 8. County's Purchase Order.

XXII. CONSULTANT'S RESPONSIBILITIES REGARDING DATA SHARED PURSUANT TO THE HUD DATA SHARING AGREEMENT

- 1. The U.S. Department of Housing and Urban Development (HUD) and County have entered into a Data Sharing Agreement (the HUD Data Sharing Agreement), attached hereto as Exhibit G and incorporated herein. The purpose of the provisions within this Section XXII of this Agreement is to enable County to share with Consultant the FEMA data it receives from HUD, including personally identifiable information (PII) that is protected by the Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. § 552a, for two purposes:

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- a. To assess unmet needs resulting from major disasters for which the County receives a Community Development Block Grant Disaster Recovery (CDBG-DR) allocation and to plan for the use of one or more CDBG-DR grants, including funds for electric power systems, mitigation or resilience purposes allocated or awarded as CDBG-DR, CDBG-MIT, or CDBG-NDR grants (Grant(s)); and
 - b. To market activities to potential applicants that may be eligible for assistance funded by the Grant(s).
2. **AUTHORITIES.** The HUD Data Sharing Agreement is authorized by FR-7062-N-02 and any other appropriations act(s) that makes funding available for the Grants (the Appropriations Act(s)), title I of the Housing and Community Development Act of 1974, as amended, and the Computer Matching Agreement between HUD and the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) effective March 14, 2022 that is included as an Attachment to the HUD Data Sharing Agreement, or successor agreement (HUD-FEMA Agreement), attached hereto as Exhibit G. The HUD-FEMA Agreement terminates eighteen (18) months after its effective date, and may be extended for a period of twelve (12) months. HUD and FEMA may enter a successor agreement authorizing FEMA to provide data to HUD that HUD, in turn, will provide to the County under the HUD Data Sharing Agreement, that the County, in turn, will provide to Consultant. To ensure compliance with data sharing authority, County may suspend sharing FEMA data with the Consultant, until the HUD Data Sharing Agreement and this Agreement can be amended to reflect requirements in the HUD-FEMA Agreement (as used in the HUD Data Sharing Agreement, the term HUD-FEMA Agreement includes any amended or successor agreement). This Agreement does not require County to share FEMA data with the Consultant except as authorized by HUD in the HUD Data Sharing Agreement.

3. **BACKGROUND**

- a. After the President declared a major disaster under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq. (Stafford Act), if HUD receives an appropriation for CDBG-DR assistance, and if the County qualifies to receive such assistance under HUD's allocation methodology, HUD allocates CDBG-DR assistance to the County. For purposes of the HUD Data Sharing Agreement and this Agreement, the term "Major Disaster(s)" shall mean the disaster or disasters for which the County receives an allocation of CDBG-DR funds and for which the County requests that HUD share FEMA data with the County, and the County in turn shares with Consultant as allowed under the HUD Data Sharing Agreement.
- b. As described in section II.C.4. of the HUD-FEMA Agreement included as

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an Attachment to the HUD Data Sharing Agreement, FEMA collects, maintains, uses, and disseminates PII from its survivors/registrants. FEMA survivor/registrant PII is protected by the Privacy Act and by a system of records titled, "Department of Homeland Security/Federal Emergency Management Agency—008 Disaster Recovery Assistance Files System of Records" described in the System of Records Notice published at 87 Fed. Reg. 7852 on February 10, 2022 (FEMA SORN). The FEMA SORN authorizes FEMA to provide HUD with access to FEMA's electronic records of individuals and households registration/applicant data to make available any additional assistance to the affected individuals and households and to prevent duplication of benefits. Pursuant to the HUD-FEMA Agreement, HUD can provide this information to the County, and pursuant to the HUD Data Sharing Agreement, the County can in turn share this information with Consultant.

- c. In accordance with the FEMA SORN, FEMA can provide FEMA survivor/registrant PII data to HUD and HUD can share that data with the County, and the County can in turn share that data with Consultant, for purposes in paragraph 1. a. and b. of the HUD Data Sharing Agreement because these purposes are necessary for the County to obtain grant funding from HUD that can be used to provide additional assistance to individuals and households affected by the Major Disaster(s). As required by the Appropriations Act(s), the County must submit to HUD a plan describing the use of all CDBG-DR funds in most impacted and distressed areas resulting from the Major Disaster(s), which plan shall include assistance that can be provided to individuals and households affected by the Major Disaster(s).

4. RESPONSIBILITIES:

a. The County will:

- i. Obtain, from HUD, individuals and households registrant and assistance data in areas identified by HUD or the County as most impacted and distressed as a result of the Major Disaster(s), in accordance with the HUD-FEMA Agreement (or any successor agreement).
- ii. Once obtained from HUD, share with the Consultant the disaster survivor/registrant PII and other data elements found in Appendix B of the HUD-FEMA Agreement. County will transmit or otherwise make the data available to authorized users of the Consultant in a password protected file via secure and encrypted means.
- iii. Identify any amendments to this Agreement that are required by the HUD-FEMA Agreement or HUD Data Sharing Agreement, as may be modified from time to time.

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- iv. Monitor the Consultant's compliance with this Agreement, as appropriate.

- b. The Consultant agrees that it will:
 - i. Use and maintain the data it receives under this Agreement, as made possible by the HUD Data Sharing Agreement, only to support the purposes described in paragraph 1.a. and b of this Section XXII and the HUD Data Sharing Agreement.

 - ii. Maintain an accurate list of the Authorized Users of data received under this Agreement. Authorized Users are employees, agents (including contractors or subcontractors), or subrecipients (including an agent or employee of its subrecipients) who have entered an agreement with the County to comply with all requirements on the use of data contained in the HUD Data Sharing Agreement and acknowledged that under the Privacy Act, unlawful disclosure of PII data is a misdemeanor and subject to a fine of up to \$5,000, and who have signed an enforceable agreement with the County that when given access to the subject HUD database or file, the Authorized User will not:
 - A. Use or reveal any individually identifiable information furnished, acquired, retrieved or assembled by the Authorized User or others for any purpose other those in paragraph 1. A. and b. of the HUD Data Sharing Agreement, as incorporated herein;

 - B. Make any disclosure or publication whereby an individual or household could be identified or the data furnished by or related to any particular person could be identified; or

 - C. Permit anyone other than the Consultant's Authorized Users to access the data.

 - iii. Authorize no more than the number of Authorized Users of data that the Consultant, with the County's approval, determines is necessary to accomplish the purposes in 1.a. and b. of this Section and the HUD Data Sharing Agreement. County may periodically request that the Consultant update its list of Authorized Users and revoke access to individuals that are not identified as Authorized Users. County and/or HUD will prohibit data access to data on its systems by any individual that is not identified by the Consultant as an Authorized User.

 - iv. Comply with all applicable laws, regulations, and provisions of this Data Sharing Agreement to protect the confidentiality of FEMA survivor/registrant PII that is protected by the Privacy Act.

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- v. Establish and implement the following MINIMUM STANDARDS:
 - A. Encrypt and store the survivor/registrant PII that is protected by the Privacy Act, whether in physical or electronic form, in a secure manner consistent with this type of data, and only in places and in a manner that is safe from access by unauthorized persons or for unauthorized use. At a minimum, access to subject data maintained in computer memory must be controlled by password protection and all print-outs, CD-ROMS, or other physical products containing PII derived from subject data must be locked in cabinets, file drawers, or other secure locations when not in use.
 - B. Take reasonable precautions to ensure that only Authorized Users have access to PII data, that PII data is encrypted prior to allowing authorized users access, and that authorized users only access PII data with an officially sanctioned application for the purposes described in paragraph 1.a. and b.
 - C. Instruct all Authorized Users regarding the confidential nature of the information, the requirements of this Agreement, and the criminal penalties and civil remedies specified in federal, state, and local laws against unauthorized disclosure of PII covered by this Agreement and the HUD Data Sharing Agreement, as incorporated herein, and require Authorized Users to take any mandatory training offered by HUD regarding proper information security and privacy protections.
- vi. Employ appropriate technical, physical, and administrative safeguards to secure any and all PII shared under the provisions of this Data Sharing Agreement, whether in physical or electronic form. PII is only permitted to be used in places and in a manner that is safe from access by unauthorized persons or for unauthorized use.
- vii. Prevent disclosure of PII provided under this Data Sharing Agreement to any person or entity that is not an Authorized User.
- viii. Edit all printouts, tabulations, and reports to ensure they do not contain unauthorized disclosures of data provided under this Data Sharing Agreement.
- ix. Destroy the data provided under this Data Sharing Agreement for any Major Disaster(s) at the time of the closeout of the Grant that assists the Major Disaster(s) for which the data was provided. The Consultant shall notify County when the data provided under this agreement is destroyed. Where recordkeeping periods extend

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beyond grant closeout, the Consultant shall retain records of decisions based on the use of the data for the recordkeeping period required by the Grant(s).

- x. Submit to a monitoring or inspection by HUD and/or County. This Agreement gives HUD, County, and FEMA the right to make unannounced and unscheduled inspections of any location in which the Consultant or its Authorized Users use data, including any associated computer center, to evaluate compliance with the terms of this Agreement and the requirements of the Privacy Act of 1974.
- xi. Establish and implement policies and procedures to comply with the requirements of this agreement.
- xii. Comply with the following PRIVACY INCIDENT HANDLING requirements. In the event of a breach of this Data Sharing Agreement or any exposure, unauthorized release, or misuse of PII shared under the provisions of this Data Sharing Agreement, the Consultant will immediately report the incident to the HUD Privacy Officer at (202) 708-1112 or privacy@hud.gov with an additional notification to the County's Administrative Agent. HUD and/or County will investigate the incident and will consult the Consultant and HUD and/or FEMA in a timely and ongoing basis in order to diagnose, mitigate and manage the privacy incident until its conclusion. The Consultant shall be responsible for cooperating with HUD, FEMA, and/or County to allow HUD to comply with section XIII of the HUD-FEMA Agreement and allow County to comply with the HUD Data Sharing Agreement. The Consultant may be responsible for carrying out the necessary measures to remedy the effects of the privacy incident, including notification, unless mutually agreed upon otherwise, and may be responsible for bearing any costs associated with such measures. The Consultant and County shall each pay its own costs and expenses associated with its handling of PII.
 - A. PRIVACY INCIDENT. A privacy incident occurs when there is a loss of control, compromise, unauthorized disclosure or exposure, unauthorized acquisition, unauthorized access, or failure to secure PII in readable form, whether physical or electronic, or when authorized users access survivor/registrant PII for an unauthorized purpose. The term encompasses both suspected and confirmed incidents involving PII which raise a reasonable risk of harm.
 - B. BREACH. A privacy incident, involving PII that is in the possession and/or control of the Consultant or any Authorized User of the Consultant or any other person or entity with which the Consultant shares the PII, constitutes a breach of this

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Agreement, notwithstanding whether such incident is the result of a negligent or intentional act or omission on part of the Consultant and/or aforementioned entities.

5. CONSULTANT CERTIFICATION. The Consultant Certifies that:
 - a. The Consultant and its Authorized Users will use the data provided pursuant to this Agreement, this Section XXII, and the HUD Data Sharing Agreement, incorporated herein, only for the purposes described in paragraph 1. a. and b. and shall not use the data for determining the benefits available to any individual or household or any use not described in paragraph 1;
 - b. The Consultant understands the personal and confidential nature of the FEMA survivor/registrant PII and that it is responsible for any privacy incidents concerning survivor/registrant PII while in the possession and/or control of the data; and
 - c. The Consultant shall comply with all applicable laws, regulations, policies, and provisions of this Agreement to protect the confidentiality of survivor/registrant PII.
6. RESERVED.
7. SEVERABILITY. Nothing in this Section is intended to conflict with current law or the directives of HUD. If a term in this Section contradicts such authority then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
8. NO PRIVATE RIGHT. This Agreement does not create or confer any right or benefit that is substantive or procedural, enforceable by any third party against the Grantee, HUD or the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this Data Sharing Agreement restricts the authority of either party to act as provided by law, statute or regulation, or restricts any party from administering or enforcing any laws within its authority or jurisdiction.
9. FUNDING AND GRANT AGREEMENTS. The Parties acknowledge that this Agreement does not imply that Congress will appropriate funds for such expenditures.
10. RESERVED.
11. RESERVED.
12. RESERVED.
13. DURATION AND TERMINATION. The responsibilities described in Paragraph

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4. B. of this Data Sharing Section XXII shall survive termination until such time as the Consultant has either returned the data to HUD and/or County or destroyed it, and the penalties described in paragraph 14. of this Data Sharing Section XXII shall survive termination and are available to enforce the requirements in paragraph 4.b. (or impose corrective actions for violations) after termination. If the mandatory recordkeeping period extends beyond closeout of the Grant(s) the parties may include the Consultant's continuing obligations under Paragraph 4.b. of this Agreement and the penalties in paragraph 14. into the applicable Grant closeout agreement.

14. PENALTIES. The Privacy Act provides for criminal penalties for the unauthorized disclosure of Privacy Act protected information to unauthorized third parties. Any person who knowingly or willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be subject to criminal penalties under the Privacy Act and may be subject to prosecution under other statutes such as 18 U.S.C. § 494, § 495, and § 1001. The penalty for violation of the Privacy Act is a fine of not more than \$5,000. In addition, Consultant understands that if it or one of its employees, agents (including contractors or subcontractors), or subrecipients (including an agent or employee of its subrecipients) willfully discloses any such PII to a third party not authorized to receive it or otherwise violates the terms of this Data Sharing Agreement, HUD and/or County may revoke the Consultant's access to data under this Data Sharing Agreement and pursue remedies for noncompliance under any grant or other agreement with the Consultant that incorporates this Data Sharing Agreement.

XXIII. CONSULTANT'S RESPONSIBILITIES PURSUANT TO THE SBA DATA SHARING MEMORANDUM OF UNDERSTANDING

- I. PURPOSE. The County and the U.S. Small Business Administration ("SBA") entered into a Memorandum of Understanding ("SBA MOU") in order to establish procedures by which SBA may exchange data, subject to the Privacy Act, with the County. The exchange of this information is important to avoid a duplication of benefits for individuals and businesses receiving assistance under federal disaster DR-4673.
- II. BACKGROUND. On September 24, 2022, a Presidential Major Disaster Declaration was declared, as requested by Governor DeSantis of Florida in response to Hurricane Ian. As a result of this declaration SBA can make direct loans available through its disaster loan program to disaster survivors for uncompensated home and business losses.

The County manages the Community Development Block Grant – Disaster Recovery from the U.S. Department of Housing and Urban Development.

The purpose of this program is to provide assistance to Hurricane Ian

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survivors and to support the unmet long-term recovery efforts.

The County is a recipient of the Community Development Block Grant – Disaster Recovery from the U.S. Department of Housing and Urban Development (HUD). The County will be required to conduct an unmet needs assessment and submit an Action Plan to HUD before funds can be received.

As outlined in this Section XXIII, and the SBA MOU, attached hereto and incorporated herein, SBA is providing loan information to Sarasota County on applicants/borrowers that applied for SBA disaster loan assistance under disaster DR-4673 for the purpose of avoiding a duplication of benefit (DOB).

III. AUTHORITY. The legal authority for sharing this information is § 312(a) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), which authorizes agencies to ensure that assistance provided by each is not duplicated by another source, and by the SBA MOU.

IV. ROLES AND RESPONSIBILITIES

A. County will:

1. Provide the information received from the SBA pursuant to the SBA MOU regarding home and business disaster loan applicants from the federal disaster declaration DR-4673.
2. As applicable and upon request, provide individual business borrower data received from the SBA pursuant to the SBA MOU for the requested SBA borrowers under federal disaster DR-4673.

B. Consultant will:

1. Utilize with the System of Record software, the requested data to support the County in its completion of the required duplication of benefit reviews for eligible applicants of the CDBG-DR program.

V. RESERVED.

VI. TERM, TERMINATION AND AMENDMENT

The provisions of this Section XXIII of this Agreement are contingent on the SBA MOU between the County and SBA, and will take effect when signed by both parties and continue for 18 months unless sooner terminated. County may terminate its participation under this Section XXIII with 30 calendar days written notice to Consultant. If the SBA MOU agreement is terminated between the County and SBA, the provisions under this Section XX will likewise terminate, unless certain provisions are otherwise stated as surviving said termination.

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VII. PROTECTION OF DATA

Any personal identifying information data obtained from the other party may only be used for the purpose of verifying whether a duplication of benefits has occurred. All personal and confidential information provided by SBA, and in turn by County, pursuant to this Agreement belongs to, and will remain the property of SBA. Both parties agree to strictly control the use and retention of any personal and confidential information provided by the other party so that only those personnel who have a need to know have access to such material. No further dissemination or use of material provided by SBA, and in turn by County, is authorized without written permission of SBA and/or County. Consultant understands that County and Consultant are subject to the Florida Public Records laws, and that data is subject to disclosure unless subject to a statutory exemption from disclosure. If Consultant receives a public records request, then the Consultant will provide notice to the SBA and County with notice of the request and thereafter the SBA may, at its sole expense, contest the request for disclosure by seeking a protective order against the party making the public records request.

Each party's responsibility to protect personal and confidential data from unauthorized disclosures will survive the term of this Agreement.

Both parties agree that information will be transmitted in a secure manner to protect sensitive and personally identifiable information (PII).

VIII. GENERAL TERMS

- A. Nothing in this Agreement is intended to conflict with current law(s), regulation(s), or the directives of SBA. If a provision in this Section XXIII is found to be inconsistent with such authority, then that provision shall be reviewed and modified or annulled as agreed to by Consultant and County in writing, but the remaining provisions of this Agreement shall remain in force and effect unless otherwise noted.
- B. Consultant and County further recognize that the shared information is subject to the rights of audit and inspection of various federal and state agencies and the disclosure of such information may be required by law.
- C. All records and data will be subject to existing federal and state record retention requirements.

EXHIBIT A SCOPE OF SERVICES

1. Project Overview

Objectives: The objective of this project is to customize and enhance the existing CDBG-DR system of record to better support Sarasota County's processes, ensuring efficient and effective management of applicants and cases through the CDBG-DR process. This customization aims to address the unique needs of Sarasota County while maintaining compliance with HUD requirements. By improving the system, the County intends to significantly enhance the user experience for all stakeholders involved, including County officials, applicants, and participants in the process. The enhancements will focus on addressing the specific requirements of the Hurricane Ian grant and programs administered by the County, ensuring that the system is not only compliant with publicly and reasonably accessible materials available from federal agencies, as appropriate and approved by the County but also tailored to facilitate smooth and efficient operations. The expected outcome is a more responsive, user-friendly system that meets the specific needs of the County's disaster recovery efforts, ultimately leading to improved management and faster processing of disaster recovery efforts.

2. Scope of Work

Kick off Meeting: The objective of the kick-off meeting is to bring together all key project stakeholders to discuss the project's goals, expectations, roles, and responsibilities. This meeting marks the official start of the project and sets the stage for successful collaboration and communication throughout the project lifecycle. Project timelines will be discussed and finalized.

Project Management: The objective of project management is to ensure the project is delivered on time, within budget, and to the required quality standards, within the parameters of an effective change management process as applicable. This involves planning, executing, monitoring, and closing project activities, while managing the project team and communicating with stakeholders throughout the project lifecycle.

System Requirements Gathering: Consultant will meet with key stakeholders on site a minimum of 4 times to interview and document requirements for the system. Any follow-up meetings required will be determined at that time. These requirements will include:

- Functional requirements
- Data Management
- Reporting requirements
- User interfaces
- Integration needs

EXHIBIT A SCOPE OF SERVICES

Review, Validation and Prioritization: The documented requirements will be presented to the stakeholders for review, validation, and prioritization.

Design and Development: Design and development of the requirements will be done in a 3-step process.

- System Architecture: Defining an overall structure including components and relationships between components.
- User Interface Design/Wireframes: Creating the visual and interactive items ensuring it is intuitive and efficient for the user.
- Development: Programming and implementation of the architecture and framework within the system.

Testing: The following testing will be done prior to deployment

- Functional Testing: Verification that all enhancements function as intended based on the requirements.
- Regression Testing: Testing to ensure all new enhancements have not adversely affected existing functionality of the system.
- User Acceptance Testing (UAT): The End-users testing the system to validate if it meets the requirements and is ready for deployment.

Training and Documentation: Training or documentation will be provided to internal users of the system, ensuring they are equipped to utilize its functionality effectively and efficiently. This will include any enhancements made to the system based on the requirements gathered.

Deployment: Once the enhancements are fully tested and accepted, Consultant will request approval from the County for the deployment to production. Deployment may be rolled out based on timelines and needs with the County approval.

3. Deliverables

List all project deliverables, including:

- Requirement specifications/acceptance criteria document
- Design documents/Wireframes
- Test plans and reports
- Training materials
- Deployment plan and go-live support documentation

4. System Guidance Changes

In the event new regulations or guidance related to the federal HUD requirements are released after contract execution, deliverables and requests related to this new information and outside the Scope of Services and/or final requirements document shall be provided on a time and materials basis in accordance with Exhibit C – Fee Schedule.

**EXHIBIT A
SCOPE OF SERVICES**

5. Implementation Timeline

Estimated ¹ 2024 Project Timelines							
	March	April	May	June	July	August	September
1. Kickoff Meeting	All Programs 3/1/2024						
2. Project Management	All Programs						
4. Review, Validation, and Prioritization	All Programs						
3. System Requirements Gathering							
5a. Design and Development: System Architecture	Module 1: Homeowner Rehabilitation, Reconstruction, and Reimbursement & Infrastructure Programs for Public Entities and Nonprofits		Module 2: Buyouts & Multi-Family Affordable Housing			Module 3: Economic Recovery (Career/Trades Training)	
5b. Design and Development: User Interface							
5c. Design and Development: Development							
6a. Testing: Functional Testing							
6b. Testing: Regression Testing							
6c. Testing: User Acceptance Testing (UAT)							
7. Training and Documentation							
8. Deployment							

1. The timelines within this Exhibit are estimated and are not to be considered rigid for the purposes of this software development scope of work.

(END EXHIBIT A)

EXHIBIT B END USER LICENSE AGREEMENT

TETRA TECH, INC. END USER LICENSE AGREEMENT

IMPORTANT: READ THIS ENTIRE AGREEMENT CAREFULLY. THIS IS A LEGAL DOCUMENT UNDER WHICH YOU HAVE CERTAIN LEGAL RIGHTS AND OBLIGATIONS.

1. TETRA TECH SOFTWARE PRODUCT COVERED BY THIS LICENSE

This End User License Agreement (“EULA”) is a legal agreement between Tetra Tech, Inc. (“Tetra Tech”) and Customer, “You”, (an individual, an unincorporated sole proprietorship, a single-site governmental or commercial entity, or a multi-site governmental or commercial entity) covering Tetra Tech’s *RecoveryTrac*™ software product, which comprises: databases (including all fields and content thereof), computer programs, object code, upgrades to or new versions of the software, customizations, online or electronic documentation, associated media, and printed materials (collectively, the “Software Product”).

2. ACTS THAT MAKE THIS EULA BINDING

2.1 **RESERVED.**

2.2 **RESERVED.**

2.3 **BY EXECUTION OF THE AGREEMENT FOR RESILIENT SRQ (CDBG-DR)
IMPLEMENTATION OF HOUSING REHABILITATION/RECONSTRUCTION PROGRAM
AND SYSTEM OF RECORD.**

3. GRANT OF LICENSE

3.1 Authorized Use

(a) Reserved.

(b) Reserved.

(c) If You are a multi-site governmental or commercial entity, Tetra Tech grants You the right to designate the number of users within Your organization to have a limited, revocable, non-exclusive, internal-use-only, non-transferrable, non-assignable license to download and/or access the Software Product, and to install and use the Software Product on the number of computer(s) for which you have acquired permission from Tetra Tech and for which you have made, and continue to make, appropriate payments. You may make one (1) copy of the computer program portion of the Software Product for back-up purposes only. Each user within your organization must comply with this EULA before being granted access to the Software Product.

3.2 Credentials

(a) Individual Credentials. When applicable, each user must obtain a unique product serial number from Tetra Tech or other authorized administrator (the “Credentials”) to access or use the Software Product. Your set of Credentials authorizes You to access or use the Software Product on a single computer or device. The sharing of Credentials is strictly prohibited. If Tetra Tech determines, at its sole discretion, that You or Your employees or agents have shared Credentials among themselves or with any third-party, this EULA will be deemed immediately terminated upon such prohibited action and Your right to access the Software Product is also

EXHIBIT B END USER LICENSE AGREEMENT

immediately terminated. Tetra Tech reserves all rights and remedies related to any such breach. To obtain a Credential, you must provide Tetra Tech with Your name, commercial entity, or governmental agency, and valid email address, and advise Tetra Tech of any changes to such provided information.

- (b) Credential Security. You are solely responsible for maintaining the confidentiality of Your Credentials and the Credentials of Your employees and agents. You are solely responsible for all activities that occur under Your Credentials and the Credentials of Your employees and agents. You agree to immediately notify Tetra Tech of any disclosure or unauthorized use of Your Credentials, or any other breach of security.

- 3.3 Restrictions on Use. The Software Product may be used only as expressly authorized in this EULA, and in no other way. By using the Software Product You agree that You WILL NOT: (1) copy (other than once in the process of downloading and installing the Software Product, and once for back-up purposes), distribute, rent, lease, loan, assign, or sublicense all or any portion of the Software Product; (2) modify in any way or prepare derivative works of the Software Product without the express authorization of Tetra Tech; (3) use the Software Product in a computer-based services business, or use the Software Product as a development tool; (4) use or transmit the Software Product over a network or electronically using any means, except as authorized in this EULA; (5) reverse engineer, decompile, disassemble, decrypt, extract portions of, or translate the Software Product, except as may be permitted by applicable law; (6) copy any online documentation or printed materials accompanying the Software Product; (7) allow any unauthorized person or entity to use the Software Product; (8) charge anyone any form of monetary or nonmonetary consideration for the use of the Software Product; (9) combine, integrate, or permit any other person or entity to combine or integrate the Software Product with any computer program, server, system, website, and/or data for any commercial purpose; (10) use, access, or install the Software Product on a third-party cloud provider's computer without Tetra Tech's express authorization; (11) use or permit any other person to use the Software Product in any way that competes with Tetra Tech's products or services; (12) download, install, or use the Software Product in any way without Credentials issued by Tetra Tech or other authorized administrator; (13) use the Software Product to extract and use personally identifiable information in a manner that violates this EULA or any applicable law; (14) use the Software Product to knowingly provide false information, data, documents, or negotiable instruments with the intention to defraud any private or public entity; (15) distribute, disclose, or otherwise make available to any third party any information regarding the components, composition, functioning, or performance of the Software Product or any Software Product benchmarks; (16) use the Software Product in any way that violates any of Tetra Tech's obligations to its third-party suppliers. You expressly agree that You will not use the Software Product in connection with the activities in this paragraph.

In an amount not to exceed that available for torts under Section 768.28, Florida Statutes, and without waiving Sovereign Immunity, You agree to indemnify and to hold harmless Tetra Tech and its suppliers from and against any claims, damages, judgments, amounts paid in settlement, and attorneys' fees and costs arising from any claim relating to or based upon Your engagement in any of the activities prohibited by this paragraph, including but not limited to enforcing this EULA against You.

- 3.4 Confidentiality of the Tetra Tech Software Product. Tetra Tech may disclose certain information regarding Tetra Tech's business, including the Software Product and technical, marketing, financial, employee, planning, and other confidential or proprietary information of Tetra Tech ("Confidential Information"). Any information labeled or marked confidential or proprietary by Tetra Tech will be considered Confidential Information if it is statutorily exempt from disclosure. For the avoidance of doubt, Tetra Tech understands and agrees

EXHIBIT B

END USER LICENSE AGREEMENT

that You are a public entity subject to the State of Florida's Public Records laws as further described in the Agreement. You agree (a) not to disclose Confidential Information to any persons not authorized by Tetra Tech unless otherwise required to be disclosed pursuant to law, rule, regulation, order; and (b) to use the Confidential Information except as expressly set forth herein or otherwise authorized in writing.

- 3.5 Assignment of Rights. You may not transfer Your rights under this EULA, or delegate Your obligations under this EULA, without Tetra Tech's express prior written permission.
- 3.6 Updates. Tetra Tech may update, upgrade, enhance, customize, or add to the Software Product (referred to collectively as "Updates") from time-to-time. Tetra Tech may, in its sole discretion, charge a separate license fee for some Updates, and not for others. This EULA applies to all updated versions of the Software Product for which Tetra Tech does not charge a separate license fee. If Tetra Tech charges a separate license fee for any Updates to the Software Product, You will be required to accept the terms of the EULA covering such Update(s) to the extent it does not impose different or additional terms and conditions as contained herein, and to pay the separate license fee, as a precondition for permission to download, install, and/or use such Update(s).

4. SUPPORT SERVICES

Tetra Tech has no obligation under this EULA to provide any support or consultation concerning the Software; provided, however, Tetra Tech may in its sole discretion, provide You with certain support and consultation, to assist You with using the Software Product. The furnishing of such support or consultation will not subject Tetra Tech to any liability, whether in contract, tort, or otherwise. You are responsible for providing all applicable hardware and any third-party software or required installation and configuration services required for the operation of the Software Product. Any third-party software license agreements will be agreed to by You and the applicable third-party software vendor.

5. TERMINATION

This EULA is effective and binding until terminated. You may terminate this EULA at any time by notifying Tetra Tech of Your intent to terminate and returning, destroying, erasing, and/or deleting all copies of the Software Product, including all of its component parts. Without prejudice to any other rights of Tetra Tech, this EULA shall terminate immediately if You fail to comply with any of the terms and conditions of this EULA. In such event, You must return, destroy, erase, and/or delete all copies of the Software Product, including all of its component parts within thirty (30) days and after having a reasonable opportunity to download Your data from the software. Paragraphs 3.3-3.6 and 5-17 of this EULA shall remain effective and binding upon You after termination of this EULA.

6. OWNERSHIP OF SOFTWARE PRODUCT

- 6.1 The Software Product is licensed to You by Tetra Tech, not sold. By entering into this EULA you acknowledge that Tetra Tech owns all worldwide rights, including without limitation, trademark rights (including the *RECOVERYTRAC*[™] trademark), patent rights, copyrights, and trade secret rights in the Software Product, except as provided by a separate agreement. All physical and electronic copies of the Software Product (including copies made by You as permitted by this EULA) remain the sole property of Tetra Tech.
- 6.2 You agree not to remove from the Software Product any statement or notice denoting intellectual property rights or other proprietary rights of Tetra Tech. You also agree not to remove Tetra Tech's name or trademarks, including the *RECOVERYTRAC*[™] trademark, from the Software Product.
- 6.3 By entering into this EULA You acknowledge that all names, trademarks, including the *RECOVERYTRAC*[™] trademark, logos, and icons appearing in or on the Software Product

EXHIBIT B END USER LICENSE AGREEMENT

and all related packaging are owned by Tetra Tech, except as provided by a separate agreement. You may not use the names, trademarks, logos, or icons of Tetra Tech in any way. You may not refer to the Software Product in any way that implies to Tetra Tech that it was created or originated by You, or that You have any rights relating to the Software Product other than the rights expressly granted in this EULA. Notwithstanding the language of this clause, You may use the name Tetra Tech in accordance with your standard governmental operating activities.

- 6.4 This EULA may be subject to agreements between Tetra Tech and its suppliers. You agree to do nothing to harm or that may harm any names, trademarks, logos, icons, or the goodwill and business reputations of Tetra Tech or of any of its suppliers. You agree to cooperate with Tetra Tech or its suppliers by executing any documents requested from time-to-time by Tetra Tech or its suppliers for the purpose of protecting their trademark rights and to ensure that they own all rights in such trademarks.
- 6.5 If You use the Software Product to obtain results that are published in a scientific, governmental, or research publication, You agree to acknowledge the use of the Software Product with an appropriate citation referencing Tetra Tech if possible.

7. LICENSE VERIFICATION

- 7.1 Software Product periodically communicates with a license manager application running on a Tetra Tech server. Software Product sends usage information to the license manager software, which confirms that You are licensed or authorized to use the Software Product. If the license manager software determines that the Software Product use is not licensed or authorized, the license manager software will halt the Software Product.
- 7.2 You agree not to attempt to interfere, delay, or in any way restrict Software Product from reporting to Tetra Tech's servers.

8. DISABLING FEATURES

You acknowledge that the Software Products may contain a feature which will automatically cause the Software Product to time-out six (6) months from the date of installation of the Software Product or such other date which Tetra Tech at its discretion identifies. Tetra Tech may at its discretion from time to time agree to extend use of the Software Product for a further six (6) months or such other period which Tetra Tech at its discretion identifies. Licensed usages will not be disabled during a permitted period of use.

9. EXPORT RESTRICTIONS AND FCPA COMPLIANCE

All exports and reexports of the Software Product are subject to U.S. Export Administration Regulations, including but not limited to the U.S. Export Administration Act, U.S. sanctions administered by the Office of Foreign Assets Control ("OFAC"), the U.S. Foreign Corrupt Practices Act ("FCPA") and their associated regulations, and may be subject to export or import regulations in countries other than the United States. Accordingly, You agree to comply fully with all applicable laws and regulations before exporting and/or reexporting the Software Product, or importing the Software Product into countries other than the United States. Further, You agree and guarantee that You will not, directly or indirectly, export or reexport, or otherwise transmit or retransmit, the Software Product and/or technical data (or any part thereof), or any service that is the direct product of the Software Product, to any country to which such export, reexport, transmission, or retransmission is restricted by any applicable U.S. Export Control Laws and Regulations without the prior written consent, if required, of the Bureau of Industry and Security of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission. You also guarantee that You will abide by the FCPA and any related regulations. YOUR OBLIGATIONS TO COMPLY WITH THE FCPA AND U.S. EXPORT CONTROL LAWS AND REGULATIONS ARE INDEPENDENT OF AND SURVIVE THE TERMINATION OR EXPIRATION OF THIS EULA.

EXHIBIT B END USER LICENSE AGREEMENT

10. U.S. GOVERNMENT RESTRICTED RIGHTS

This paragraph only applies to U.S. Governmental entity and agency end users. The Software Product was developed at private expense and is a "commercial item" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212, 48 C.F.R. 252.227-7015, 48 C.F.R. 227.7202-1 through 227.7202-4, 48 C.F.R. 52.227-19, and other relevant section of the Code of Federal Regulation, as applicable, the Software Product is distributed and licensed to U.S. Governmental entity and agency end users (a) only as a commercial item, and (b) with only those rights as are granted to all other end users subject to the terms and condition contained herein. The developer of the Software Product is Tetra Tech, Inc., 3475 East Foothill Boulevard, Pasadena, CA 91107.

11. DISCLAIMER OF WARRANTIES

11.1 NO WARRANTIES. THE SOFTWARE PRODUCT IS PROVIDED AND LICENSED "AS IS", WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TETRA TECH DISCLAIMS:

- (a) ALL REPRESENTATIONS AND WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED REPRESENTATIONS AND WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION, OR DATA ACCURACY; AND
- (b) ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, REGARDING THE CONTENTS, PERFORMANCE, RESULTS OF USING THE SOFTWARE PRODUCT, OR THAT THE SOFTWARE PRODUCT WILL BE ERROR OR VIRUS FREE DURING USE.

11.2 RISK. THE ENTIRE RISK AS TO THE PERFORMANCE AND RESULTS OF USING THE SOFTWARE PRODUCT IS ASSUMED BY YOU.

11.3 NO LIABILITY FOR DAMAGES OR INJURY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TETRA TECH BE LIABLE FOR ANY CLAIM OF ANY KIND, OR FOR ANY DAMAGES OR INJURY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, DAMAGES OR INJURY BASED ON ANY THIRD-PARTY CLAIMS OF ANY KIND, INCLUDING BUT NOT LIMITED TO ALLEGATIONS OR CLAIMS OF CHECK FRAUD, OR FROM ANY LOSS OF BUSINESS, REVENUE, PROFITS, SAVINGS, OR BUSINESS INTERRUPTION, PROGRAM ERRORS, UNAVAILABILITY OR INTERRUPTION OF OPERATIONS, LOSS OF ANY DATA OR BUSINESS INFORMATION, LOSS OF PROGRAMS OR EQUIPMENT, OR ANY OTHER LOSS) ARISING OUT OF THIS EULA OR THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF TETRA TECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/ JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

12. APPLICABLE LAW AND SERVICE OF PROCESS

Reserved.

EXHIBIT B END USER LICENSE AGREEMENT

13. DISPUTES UNDER THIS EULA

Reserved.

14. PRIVACY & SECURITY

14.1 Information Collected. The types of information that Tetra Tech and its suppliers collect includes both personally identifiable information and non-personally identifiable information.

- (a) Personally-identifiable information refers to information which can be used to specifically identify You as an individual (e.g., name, username, product serial number, address, telephone number, mobile number, email address, etc.). You may also provide Tetra Tech and its suppliers information about Your governmental entity, business and business activities, including financial information such as Your payment methods, purchasing volumes, and products considered or purchased.
- (b) Non-personally-identifiable information consists of information that does not reveal Your identity and may include data associated with Your particular computer or device (e.g. mobile device ID, IP address, GPS data, operating system, CPU model, GPU model, motherboard model, network interface, etc.).

14.2 Collection Technologies. Tetra Tech and its suppliers may use various technologies to collect information from Your computer or device and about Your activities related to the Software Product, including but not limited to:

- (a) Automatically collected information when You use the Software Product or visit the Tetra Tech website could include for example, Your device ID, IP address, GPS data, browser type and language, and access times;
- (b) Automatic and continuous authentication requests from the Software Product to ensure that use of the Software Product is authorized.
- (c) Incident-based crash reports from the Software Product, including a minidump of the crashed Software Product;
- (d) We may send You notifications regarding the Software Product, notifying You of new products, or for service-related matters. Tetra Tech or its partners and affiliates may also send You messages regarding topics that Tetra Tech believes may be of interest to You. Acceptance of such notifications is a condition of using the Software Product.

14.3 Use of Collection Information. Information collected may be used to: (a) manage Your accounts and provide customer support, (b) deliver Tetra Tech services and manage its business, (c) facilitate quality control measures based solely on incident-based crash reports, (d) enforce or exercise any rights in this EULA, (e) ensure that use of the Software Product is authorized; (f) perform functions as otherwise described to You at the time of collection; (g) perform any and all functions within Tetra Tech's ordinary course of business; and (h) comply with any legal requirements or obligations. In all circumstances, Tetra Tech may perform these functions directly or use a third-party supplier to perform these functions on Tetra Tech's behalf.

14.4 Sharing of Information. Tetra Tech may also share Your personal or non-personal information with others, for example:

EXHIBIT B END USER LICENSE AGREEMENT

- (a) We may disclose personal or non-personal information You provide if required to do so by law, at the request of a third-party, or if we, in our sole discretion, believe that disclosure is reasonable to: (1) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); (2) protect or defend Tetra Tech's rights or property; or (3) protect someone's health or safety.
- (b) As Tetra Tech develops its business, we may buy or sell assets and, depending on the transaction, Your personal or non-personal information may be one of the transferred assets. Your information may be part of the assets transferred to the acquiring party.
- (c) Tetra Tech may disclose Your personal or non-personal information where appropriate to enforce the terms and conditions of this EULA or other Tetra Tech policies.

14.5 No Third-Party Rights. This EULA does not create rights enforceable by third-parties.

14.6 Retention of Information. Following the termination of this EULA, Tetra Tech may retain personal information in order to comply with applicable laws, keep accurate records, resolve disputes, prevent fraud, enforce this EULA, or for any other legally permissible purpose.

14.7 Security. The information that Tetra Tech collects may be stored locally on Your computer or device and may be transmitted to our servers to collect customer data, monitor the use of the Software Product, ensure that use of the Software Product is authorized, and fulfill our obligations under this EULA. The transmission of information over wireless and wired networks is not inherently secure. Tetra Tech uses many tools to help protect Your personal information against unauthorized access and disclosure. However, TETRA TECH DOES NOT ENSURE OR WARRANT THE SECURITY OF YOUR PERSONAL INFORMATION OR PRIVATE COMMUNICATIONS WILL ALWAYS REMAIN PRIVATE WHEN USING THE SOFTWARE PRODUCT.

15. CONTACTING TETRA TECH

If You have any questions concerning this EULA, or if You desire to contact Tetra Tech for any reason, please e-mail TDR.Contracts@tetratech.com.

16. MISCELLANEOUS

16.1 Severability. If any provision of this EULA is declared void, invalid, or unenforceable by the court of last resort having proper jurisdiction, such provision shall be deemed severed from this EULA, which shall otherwise remain in full force and effect. However, if in Tetra Tech's opinion the severance of such provision would frustrate the purpose of this EULA, then Tetra Tech may terminate this EULA.

16.2 Waiver. The waiver of any particular breach or of any particular act or omission of noncompliance with any requirement of this EULA shall not constitute a waiver of any other breach or act or omission of noncompliance with any requirement of this EULA.

16.3 Entire Agreement. This EULA may be changed only by an agreement in writing signed or otherwise legally accepted by both You and Tetra Tech.

EXHIBIT B
END USER LICENSE AGREEMENT

- 16.4 English Language. The English language version of this EULA is the only version, and controls and governs. All correspondence, including any disputes or proceedings between You and Tetra Tech will be conducted solely in English.
- 16.5 Headings. The headings in this EULA are for convenience only and do not in any manner limit the construction of this EULA, which will be considered as a whole.

(END EXHIBIT B)

**EXHIBIT C
FEE SCHEDULE**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Set Up & Deployment	\$ 588,000						\$ 588,000
Software License ³	\$ 86,325	\$ 86,325	\$ 86,325	\$ 86,325	\$ 86,325	\$ 86,325	\$ 517,950
Per Seat Fee (up to 50 seats) ³	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 150,000
Data Storage ³	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
Total Annual	\$ 749,325	\$ 161,325	\$ 161,325	\$ 161,325	\$ 161,325	\$ 161,325	\$ 1,555,950
Contingency¹	\$ 250,000						\$250,000
Title	Years 1 - 6 Rates²						
SME	\$	\$	\$	\$	\$	\$	\$
Senior Developer/Manager	\$	\$	\$	\$	\$	\$	\$
Developer	\$	\$	\$	\$	\$	\$	\$
Analyst	\$	\$	\$	\$	\$	\$	\$

1. The Contingency amount is available to the County as needed for additional approved customization or other prior approved development activities.
2. The hourly rates depicted above are fully burdened and require County prior approval before utilization. Should the County require additional customization outside of the development parameters defined in the software specifications provided by the County in the Scope of Services and as finalized in the Final Requirements document as Attachment 1 to Exhibit A, Consultant will prepare and submit a cost estimate using the rate schedule above. Once the parameters and cost estimate are mutually agreed upon, the County will issue a Task Order (TO) and a Notice to Proceed (NTP).
3. The software license, per seat fee, and data storage fees shall begin upon acceptance of Module One, which will initiate the County's use of the software. The Consultant shall pro-rate the license fee to align the anniversary date of these fees with the effective date of the Agreement.

**EXHIBIT C
FEE SCHEDULE**

Task/Subtask	Cost per Task for Setup and Deployment	Payment Timeline
1. Kickoff Meeting	\$6,545	Upon Contract Execution
2. Project Management	\$62,673.34	Upon Contract Execution
	\$15,668.33	Upon Module 2 Acceptance
	\$15,668.33	Upon Module 3 Acceptance
3. Systems Requirements Gathering	\$58,905	Upon Contract Execution
4. Review, Validation and Prioritization	\$7,735	Upon Contract Execution
5a. Design and Development: System Architecture	\$60,690	Upon Contract Execution
5b. Design and Development: User Interface	\$21,420	Upon Contract Execution
5c. Design and Development: Development	\$81,760	Upon Contract Execution
	\$81,760	Upon Module 1 Acceptance
	\$81,760	Upon Module 2 Acceptance
6a. Testing: Functional Testing	\$6,346.67	Upon Module 1 Acceptance
	\$6,346.67	Upon Module 2 Acceptance
	\$6,346.66	Upon Module 3 Acceptance
6b. Testing: Regression Testing	\$5,553.34	Upon Module 1 Acceptance
	\$5,553.33	Upon Module 2 Acceptance
	\$5,553.33	Upon Module 3 Acceptance
6c. Testing: User Acceptance Testing (UAT)	\$9,321.67	Upon Module 1 Acceptance
	\$9,321.67	Upon Module 2 Acceptance
	\$9,321.66	Upon Module 3 Acceptance
7. Training and Documentation	\$6,545	Upon Module 1 Acceptance
	\$6,545	Upon Module 2 Acceptance
	\$6,545	Upon Module 3 Acceptance
8. Deployment	\$3,371.67	Upon Module 1 Acceptance
	\$3,371.67	Upon Module 2 Acceptance
	\$3,371.66	Upon Module 3 Acceptance
Total	\$588,000	

Note: Modules referenced above are depicted in the Exhibit A – Scope of Services, Section 5., Implementation Timeline.

(END EXHIBIT C)

EXHIBIT D INSURANCE REQUIREMENTS

For purposes of this Exhibit D, the terms "Vendor," "Contractor," and "Consultant" shall be interchangeable and the terms "Contract" and "Agreement" shall be interchangeable.

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with 5-day prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

- A. **WORKERS' COMPENSATION:** Contractor agrees to maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. In the event the Contractor has "leased" employees, the Contractor or the employee leasing

EXHIBIT D INSURANCE REQUIREMENTS

company must provide evidence of a Workers' Compensation policy for all personnel on the worksite. Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

- B. **COMMERCIAL GENERAL LIABILITY:** Contractor shall maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate covering all work performed under this Contract. Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.
- C. **BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability insurance with limits not less than \$1,000,000 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.
- D. **UMBRELLA/EXCESS LIABILITY:** Contractor shall maintain Umbrella or Excess Liability insurance with limits not less than \$1,000,000 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.
- E. **CYBER LIABILITY (TECHNOLOGY ERRORS & OMISSIONS AND NETWORK SECURITY/PRIVACY LIABILITY):** Consultant agrees to maintain Technology Errors & Omissions and Network Security & Privacy Liability insurance, or equivalent coverage, with limits not less than \$1,000,000 per claim/occurrence and in the aggregate for professional services rendered under this contract. Coverage shall include, but not be limited to, technology errors and omissions to cover both liability and property loss exposures including technology services, technology products, media content, network security breaches, extortion threats, crisis management expense, and business interruption and negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed or contracted by Consultant. Coverage shall also include, but not be limited to, coverage for unauthorized access, denial of service attacks, computer viruses, transmission of malicious code, and failure of security; breach of privacy and the failure to protect and disclosure of personally identifiable information, payment card information, and health information; violation of any federal, state or local law or regulation in connection with the protection of information including fines and penalties to the extent allowed by applicable law; notification and crisis

EXHIBIT D
INSURANCE REQUIREMENTS

management costs, identity theft monitoring and regulatory defense; disclosure of any third party's proprietary information including, without limitation, trade secrets, and liability for interruption of County or any third party's business including, without limitation, claims for loss of use and loss of profits. If coverage is written on a claims-made basis: a. Any retroactive date shall precede the effective date of this contract; b. Consultant shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this contract is made, or provide evidence showing Consultant has obtained a two year extended reporting period endorsement.

(END EXHIBIT D)

EXHIBIT E GRANT CONTRACT PROVISIONS

For purposes of this Exhibit, the terms "Contract" and "Agreement," shall be interchangeable, and the terms "Contractor" and "Company," shall be interchangeable.

Note: references to Project herein shall be deemed a reference to the services provided under the contract.

This project is funded in whole or in part by Community Development Block Grant Disaster Recovery (CDBG-DR) funding through the U.S. Department of Housing and Urban Development (HUD). The Vendor agrees as applicable and stated within this Contract.

Vendor shall provide services in support of the County's CDBG-DR Action Plan in accordance with Federal Register 88 FR 32046, and all applicable federal, state, and County regulations.

2 CFR Part 200 Uniform Guidance Contract Provisions

1. Breach of Contract

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. **(Contracts for more than the simplified acquisition threshold, currently set at \$250,000)**

DISPUTE RESOLUTION

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal

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jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.
- F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings

2. Termination

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be affected and the basis for settlement. **(Contracts in excess of \$10,000)**

- A. The County shall have the right at any time upon written notice to the Vendor to terminate the purchase of any products not yet supplied by the date of the notice. In that event, the County shall, upon receipt of the written notice, pay to the Vendor and the Vendor shall accept as full payment, a sum of money equal to (1) the fee for each properly delivered product, plus (2) the actual amount of any true and documented costs Vendor incurs as a direct result of the termination, less (3) all previous payments made in accordance with Section III.
- B. The County shall have the right at any time upon thirty (30) calendar days' written notice to the Vendor to terminate the services of the Vendor. The County shall pay to the Vendor and the Vendor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- C. Any failure of the Vendor to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.
 - 1. For defaults that are curable (as determined by the County), the Vendor shall be notified in writing by the County and shall have an opportunity to cure such default within ten (10) working days after notification.
 - 2. For defaults that are not curable (as determined by the County), notice of the termination date shall be given as deemed appropriate by the County.

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- D. In the event the County's termination of this Agreement for default is in any way deficient, at the option of the County such termination shall be deemed to be a termination for convenience pursuant to this section.
- E. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the County. The County shall pay to the Vendor and the Vendor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- F. In the event that the Vendor has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar days' written notice to the Vendor indicating its intention to do so. Payment for products supplied and services performed prior to the Vendor's abandonment shall be as stated above. Vendor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- G. The Vendor shall have the right to terminate this Agreement only in the event of the County failing to pay the Vendor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent.
- H. The County reserves the right to terminate and cancel this Agreement in the event the Vendor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.
- I. After consultation with and written notice to the Vendor providing a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or part, due to:
 - 1. The quality of a portion, or all, of the Vendor's product or service not conforming to the requirements of this Agreement or other reasonable standard of quality;
 - 2. The Vendor's inability to complete delivery or performance of all products and services specified hereunder;
 - 3. The Vendor's failure to use the Agreement funds, previously paid the Vendor by the County, to pay Vendor's project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 - 4. Claims made, or likely to be made, against the County, or its property;
 - 5. Damages to the County or a third party caused by the Vendor;
 - 6. The Vendor's failure or refusal to perform any other obligation under

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this Agreement after written notice and a reasonable opportunity to cure as set forth above.

- J. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor for any funds that HUD deems as having been spent for ineligible activities, for which the County timely and appropriately submits claims to HUD for reimbursement and the Vendor shall comply with such demand within sixty (60) days. Should the County terminate this Agreement for convenience, this section shall no longer apply to Vendor.
- K. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

3. Equal Employment Opportunity 41 CFR §60-1.4(b)

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p.339) as amended by Executive Order 11375 of October 13, 1967, entitled "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, entitled "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60.1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

41 C.F.R. Part 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color,*

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- religion, sex, sexual orientation, gender identity, or national origin.*
- c. *The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provisions shall not apply to instance in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in the furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*
- d. *The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- e. *The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
- f. *The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
- g. *In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*
- h. *The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The*

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contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

(Any Construction contract or subcontract)

4. Davis-Bacon and Related Acts

(Applies to Construction Contracts over \$2,000, as applicable per HUD CDBG DR guidance)

40 U.S.C. §§ 3141 – 3148; 29 C.F.R. part 5; 18 U.S.C. § 874;
29 C.F.R. part 3; 40 U.S.C. §§3701-3708; 29 C.F.R. part 1926

Davis-Bacon Contract provisions and related matters

(1) Minimum wages —

(i) **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work

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is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That

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the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding —

(i) **Withholding requirements.** The County or the US Housing and Urban Development Agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

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(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3) Records and certified payrolls

(i) Basic record requirements

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the

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applicable programs.

(ii) Certified payroll requirements

(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

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(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) Required disclosures and access

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(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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(4) Apprentices and equal employment opportunity

(i) Apprentices

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed

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in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the County or US Housing and Urban Development Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility**

(i) By entering into this contract, the contractor certifies that neither it nor any

EXHIBIT E
GRANT CONTRACT PROVISIONS

person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** As used in this paragraph (b), the terms "laborers and mechanics" include watchpersons and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the

EXHIBIT E
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unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages

(i) **Withholding process.** The County or US Housing and Urban Development Agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–

EXHIBIT E
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3907.

(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) **CWHSSA required records clause.** In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by

EXHIBIT E GRANT CONTRACT PROVISIONS

authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) **Incorporation of contract clauses and wage determinations by reference.** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) **Incorporation by operation of law.** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

5. Contracted Work Hours and Safety Standards

Compliance with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **(Construction contracts in excess of \$100,000 which involve the employment of mechanics or laborers)**

29 C.F.R. § 5.5(b) provides Compliance with the Contract Work Hours and Safety Standards Act.

- i. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one*

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and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section*
- iii. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- iv. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."*

6. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, development, or research work utilizing CDBG-DR funding, the County will comply with requirements of 37 CFR Part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements, and any implementing regulations issued by the U.S. Housing and Urban Development Agency.

7. Clean Air and Water

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq and the Federal

EXHIBIT E GRANT CONTRACT PROVISIONS

Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the US Housing and Urban Development and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 funded in whole or part under this contract. **(Contracts, subcontracts, and subgrants of amounts in excess of \$150,000)**

8. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), <https://www.sam.gov>, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.). **(Contracts, subcontracts of amounts in excess of \$25,000)**

Separate Government Wide Debarment and Suspension certification included for signature

9. Byrd Anti-Lobbying Amendment

Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award of \$100,000 or more must file the required certification.**

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Separate Lobbying Certification included for signature

10. Procurement of Recovered Materials

(2 CFR §200.323)

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

EXHIBIT E

GRANT CONTRACT PROVISIONS

at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment

(2 CFR §200.216; Public Law 115-232, Section 889; 2 CFR §200.471)

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

b. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115- 232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use funds from this contract funded by the U.S. Housing and Urban Development Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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- c. Exceptions.
 - (1) This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- d. Reporting requirement.
 - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. Domestic Preference for Procurements

(2 CFR 200.322)

- (a) As appropriate and to the extent consistent with law, Contractor should, to the

EXHIBIT E

GRANT CONTRACT PROVISIONS

greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this contract.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms

(2 CFR §200.321)

The Contractor, if subcontracts are to be let, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
- (f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) —(e) of this paragraph.

U.S. Housing and Urban Development Community Development Block Grant

EXHIBIT E GRANT CONTRACT PROVISIONS

Disaster Recovery Required Contract Provisions

1. LEAD BASED PAINT

24 CFR 570.487(c)

States shall devise, adopt and carry out procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act ([42 U.S.C. 4821](#)–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. 4851](#)–4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

2. SECTION 3

24 CFR 570.487 (d)

Sarasota County will comply with the requirements of Section 3 of the Housing and Urban Development Act (HUD) of 1968 pursuant to 24 CFR 570.607 (b). This legislative directive provides preference to low-income residents, and businesses that substantially employ said persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects. As such it is the intent of the County to give, to the greatest extent feasible, (consistent with existing Federal, State, and local laws and regulations), employment, contracting and other economic opportunities arising in connection with a proposed project to low-income persons, Section 3 residents and business concerns in the local community, and that contracts be awarded to eligible business concerns which employ and/or are owned in substantial part by such low-income persons residing in Sarasota County.

Efforts to ensure that compliance is achieved include: 1) requiring that all Contractors post information at job sites in affected areas regarding employment opportunities and preference in hiring Section 3 employees and 2) advertising projects identifying contracting opportunities and the preference to utilize Section 3 businesses.

Bidder/Proposer is required to indicate whether the Contractor and/or any proposed sub-contractors are Section 3 businesses. Sarasota County encourages the utilization and participation of Section 3 Businesses in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Section 3 firms are encouraged to respond.

3. DUPLICATION OF BENEFITS

Section 312 of Stafford Act

No duplication of benefits will be allowed. Prior to assisting homeowners or homebuyers with CDBG Supplemental Funds, the recipient will need to determine and verify any monies received from any other federal or state financial resources providing disaster recovery funding and any insurance settlement payments provided to your homeowner or homebuyer, and adjust the CDBG Supplemental Funds amount and project scope accordingly.

4. RECORDS RETENTION

The Contractor will make available to the County, U.S. Housing and Urban

EXHIBIT E GRANT CONTRACT PROVISIONS

Development (HUD), Office of Inspector General and the Government Accountability Office any documents, papers, or other records, including electronic records, of the contractor that are pertinent to this contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue for a period of five years after completion of project and final payment by the County.

The Contractor is required to retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to this contract and must be retained for a period of five years from the completion of the project and final payment by the County.

Unless any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

The County, U.S. Housing and Urban Development (HUD), Office of Inspector General and the Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of Contractors corresponding to the duration of their records retention obligation.

5. COMPLIANCE WITH STATE, LOCAL, and FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that HUD financial assistance will be used to fund all or a portion of this contract. The Contractor will comply with all applicable State, Local, and Federal law, regulations, executive orders.

6. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACT

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract

8. CONFLICT OF INTEREST

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit

**EXHIBIT E
GRANT CONTRACT PROVISIONS**

from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor or parties to subcontracts.

9. AMERICANS WITH DISABILITIES ACT (ADA)

All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act

State of Florida Required Provisions

1. Contracting with Entities of Foreign Concern (287.138)

Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria listed below.

- (a) The entity is owned by the government of a foreign country of concern;
- (b) The government of a foreign country of concern has a controlling interest in the entity; or
- (c) The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

Separate Attestation form included for signature.

(END EXHIBIT E)

**EXHIBIT F
SIGNED CERTIFICATIONS**

GOVERNMENT WIDE DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. Housing and Urban Development Agency regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 2424, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a HUD official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Contract;
- b. Suspended from participation in any federally assisted Contract;
- c. Proposed for debarment from participation in any federally assisted Contract;
- d. Declared ineligible to participate in any federally assisted Contract;
- e. Voluntarily excluded from participation in any federally assisted Contract; or
- f. Disqualified from participation in any federally assisted Contract.

By signing and submitting this form, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined by the County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 2424, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date March 7, 2024

Print Name of Authorized Official Jonathan Burgiel

Title Business Unit President

Signature of Authorized Official Jonathan Burgiel Digitally signed by Jonathan Burgiel
Date: 2024.03.07 10:36:51 -05'00'

Company Name Tetra Tech, Inc.

**EXHIBIT F
SIGNED CERTIFICATIONS**

CERTIFICATION REGARDING LOBBYING

APPENDIX A, 44 C.F.R. PART 18

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Date March 7, 2024

Print Name of Authorized Official Jonathan Burgiel

Title Business Unit President

Signature of Authorized Official Jonathan Burgiel Digitally signed by Jonathan Burgiel
Date: 2024.03.07 10:38:18 -05'00'

Company Name Tetra Tech, Inc.

**EXHIBIT F
SIGNED CERTIFICATIONS**

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Tetra Tech, Inc. (Insert Company name) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Jonathan Burgiel

Title: Business Unit President

Signature: Jonathan Burgiel

Digitally signed by Jonathan
Burgiel
Date: 2024.03.07 10:42:16 -05'00'

Date: March 7, 2024

(END EXHIBIT F)

Pre-Grant Data Sharing Agreement for CDBG-DR Allocatees

DATA SHARING AGREEMENT

BETWEEN

THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

SARASOTA COUNTY

Pertaining to Allocations for Community Development Block Grant Disaster Recovery Grants

1. **INTRODUCTION AND PURPOSE.** The U.S. Department of Housing and Urban Development (HUD) and Sarasota County (Grantee), voluntarily enter into this Data Sharing Agreement.

The purpose of the Data Sharing Agreement is to enable HUD to share with the Grantee the data it receives from FEMA, including personally identifiable information (PII) that is protected by the Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. § 552a, for two purposes:

- a. To assess unmet needs resulting from major disasters for which the Grantee receives a Community Development Block Grant Disaster Recovery (CDBG-DR) allocation and to plan for the use of one or more CDBG-DR grants, including funds for electric power systems, mitigation or resilience purposes allocated or awarded as CDBG-DR, CDBG-MIT, or CDBG-NDR grants (Grant(s)); and
 - b. To market activities to potential applicants that may be eligible for assistance funded by the Grant(s).
2. **AUTHORITIES.** This Data Sharing Agreement is authorized by FR-7062-N-02 and any other appropriations act(s) that makes funding available for the Grants (the Appropriations Act(s)), title I of the Housing and Community Development Act of 1974, as amended, and the Computer Matching Agreement between HUD and the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) effective March 14, 2022 that is included as Attachment 1 to this Data Sharing Agreement, or successor agreement (HUD-FEMA Agreement). The HUD-FEMA Agreement terminates eighteen (18) months after its effective date, and may be extended for a period of twelve (12) months. HUD and FEMA may enter a successor agreement authorizing FEMA to provide data to HUD that HUD, in turn, will provide to the Grantee under this Data Sharing

Pre-Grant Data Sharing Agreement for CDBG-DR Allocatees

Agreement. To ensure compliance with data sharing authority in the HUD-FEMA Agreement, HUD may suspend sharing FEMA data with the Grantee until this Data Sharing Agreement can be amended to reflect requirements in the HUD-FEMA Agreement (as used in this Data Sharing Agreement, the term HUD-FEMA Agreement includes any amended or successor agreement). This Data Sharing Agreement does not require HUD to share FEMA data with the grantee except as authorized by FEMA in the HUD-FEMA Agreement.

3. BACKGROUND

- a. After the President declared a major disaster under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq. (Stafford Act), if HUD receives an appropriation for CDBG-DR assistance, and if the Grantee qualifies to receive such assistance under HUD's allocation methodology, HUD allocates CDBG-DR assistance to the Grantee. For purposes of this Data Sharing Agreement, the term "Major Disaster(s)" shall mean the disaster or disasters for which the Grantee receives an allocation of CDBG-DR funds and for which the Grantee requests that HUD share FEMA data with the Grantee.
- b. As described in section II.C.4. of the HUD-FEMA Agreement included as Attachment 1, FEMA collects, maintains, uses, and disseminates PII from its survivors/registrants. FEMA survivor/registrant PII is protected by the Privacy Act and by a system of records titled, "Department of Homeland Security/Federal Emergency Management Agency—008 Disaster Recovery Assistance Files System of Records" described in the System of Records Notice published at 87 Fed. Reg. 7852 on February 10, 2022 (FEMA SORN). The FEMA SORN authorizes FEMA to provide HUD with access to FEMA's electronic records of individuals and households registration/applicant data to make available any additional assistance to the affected individuals and households and to prevent duplication of benefits. Pursuant to the HUD-FEMA Agreement, HUD can provide this information to the Grantee.
- c. In accordance with the FEMA SORN, FEMA can provide FEMA survivor/registrant PII data to HUD and HUD can share that data with the Grantee for purposes in paragraph 1. a. and b. of this Data Sharing Agreement because these purposes are necessary for the Grantee to obtain grant funding from HUD that can be used to provide additional assistance to individuals and households affected by the Major Disaster(s). As required by the Appropriations Act(s), the Grantee must submit to HUD a plan describing the use of all CDBG-DR funds in most impacted and distressed areas resulting from the Major Disaster(s), which plan shall include assistance that can be provided to individuals and households affected by the Major Disaster(s).

Pre-Grant Data Sharing Agreement for CDBG-DR Allocatees

4. RESPONSIBILITIES.

a. By signing this Data Sharing Agreement, HUD agrees that it will:

- i. Obtain, from FEMA, individuals and households registrant and assistance data in areas identified by HUD or the Grantee as most impacted and distressed as a result of the Major Disaster(s), in accordance with the HUD-FEMA Agreement (or any successor agreement).
- ii. Once obtained from FEMA, share with the Grantee the disaster survivor/registrant PII and other data elements found in Appendix B of the HUD-FEMA Agreement. HUD will transmit or otherwise make the data available to authorized users of the Grantee in a password protected file via secure and encrypted means.
- iii. Identify any amendments to this Data Sharing Agreement that are required by the HUD-FEMA Agreement, as may be modified from time to time.
- iv. Monitor the Grantee's compliance with this Data Sharing Agreement, as appropriate.

b. By signing this agreement, the Grantee agrees that it will:

- i. Use and maintain the data it receives under this Data Sharing Agreement only to support the purposes described in paragraph 1.a. and b..
- ii. Maintain an accurate list of the Authorized Users of data received under this Data Sharing Agreement. Authorized Users are employees, agents (including contractors or subcontractors), or subrecipients (including an agent or employee of its subrecipients) who have entered an agreement with the Grantee to comply with all requirements on the use of data contained in this Data Sharing Agreement and acknowledged that under the Privacy Act, unlawful disclosure of PII data is a misdemeanor and subject to a fine of up to \$5,000, and who have signed an enforceable agreement with the Grantee that when given access to the subject HUD database or file, the Authorized User will not –
 - A. Use or reveal any individually identifiable information furnished, acquired, retrieved or assembled by the Authorized User or others for any purpose other those in paragraph 1. a. and b. of this Data Sharing Agreement;

Pre-Grant Data Sharing Agreement for CDBG-DR Allocatees

- B. Make any disclosure or publication whereby an individual or household could be identified or the data furnished by or related to any particular person could be identified; or
 - C. Permit anyone other than the Grantee's Authorized Users to access the data.
- iii. Authorize no more than the number of Authorized Users of data that the Grantee determines is necessary to accomplish the purposes in 1.a. and b.. HUD may periodically request that the Grantee update its list of Authorized Users and revoke access to individuals that are not identified as Authorized Users. HUD will prohibit data access to data on its systems by any individual that is not identified by the Grantee as an Authorized User.
- iv. Comply with all applicable laws, regulations, and provisions of this Data Sharing Agreement to protect the confidentiality of FEMA survivor/registrant PII that is protected by the Privacy Act.
- v. Establish and implement the following **MINIMUM STANDARDS**:
- A. Encrypt and store the survivor/registrant PII that is protected by the Privacy Act, whether in physical or electronic form, in a secure manner consistent with this type of data, and only in places and in a manner that is safe from access by unauthorized persons or for unauthorized use. At a minimum, access to subject data maintained in computer memory must be controlled by password protection and all print-outs, CD-ROMS, or other physical products containing PII derived from subject data must be locked in cabinets, file drawers, or other secure locations when not in use.
 - B. Take reasonable precautions to ensure that only Authorized Users have access to PII data, that PII data is encrypted prior to allowing authorized users access, and that authorized users only access PII data with an officially sanctioned application for the purposes described in paragraph 1.a. and b..
 - C. Instruct all Authorized Users regarding the confidential nature of the information, the requirements of this Agreement, and the criminal penalties and civil remedies specified in federal, state, and local laws against unauthorized disclosure of PII covered by this Data

Pre-Grant Data Sharing Agreement for CDBG-DR Allocatees

Sharing Agreement and require Authorized Users to take any mandatory training offered by HUD regarding proper information security and privacy protections.

- vi. Employ appropriate technical, physical, and administrative safeguards to secure any and all PII shared under the provisions of this Data Sharing Agreement, whether in physical or electronic form. PII is only permitted to be used in places and in a manner that is safe from access by unauthorized persons or for unauthorized use.
- vii. Prevent disclosure of PII provided under this Data Sharing Agreement to any person or entity that is not an Authorized User.
- viii. Edit all printouts, tabulations, and reports to ensure they do not contain unauthorized disclosures of data provided under this Data Sharing Agreement.
- ix. Destroy the data provided under this Data Sharing Agreement for any Major Disaster(s) at the time of the closeout of the Grant that assists the Major Disaster(s) for which the data was provided. The Grantee shall notify HUD when the data provided under this agreement is destroyed. Where recordkeeping periods extend beyond grant closeout, the Grantee shall retain records of decisions based on the use of the data for the recordkeeping period required by the Grant(s).
- x. Submit to a monitoring or inspection by HUD. This Data Sharing Agreement gives HUD and FEMA the right to make unannounced and unscheduled inspections of any location in which the Grantee or its Authorized Users use data, including any associated computer center, to evaluate compliance with the terms of this Agreement and the requirements of the Privacy Act of 1974.
- xi. Establish and implement policies and procedures that to comply with the requirements of this agreement.
- xii. Comply with the following PRIVACY INCIDENT HANDLING requirements. In the event of a breach of this Data Sharing Agreement or any exposure, unauthorized release, or misuse of PII shared under the provisions of this Data Sharing Agreement, the Grantee will immediately report the incident to the HUD Privacy Officer at (202) 708-1112 or privacy@hud.gov. HUD will investigate the incident and will consult the Grantee and FEMA in a timely and on-going basis in order to diagnose, mitigate and manage the privacy incident until its conclusion. The Grantee shall be responsible for cooperating with HUD to allow HUD to comply with section XIII of the HUD-FEMA Agreement. The Grantee may be responsible for

Pre-Grant Data Sharing Agreement for CDBG-DR Allocatees

carrying out the necessary measures to remedy the effects of the privacy incident, including notification, unless mutually agreed upon otherwise, and may be responsible for bearing any costs associated with such measures. The Grantee and HUD shall each pay its own costs and expenses associated with its handling of PII, in accordance with paragraph 9.

A. PRIVACY INCIDENT. A privacy incident occurs when there is a loss of control, compromise, unauthorized disclosure or exposure, unauthorized acquisition, unauthorized access, or failure to secure PII in readable form, whether physical or electronic, or when authorized users access survivor/registrant PII for an unauthorized purpose. The term encompasses both suspected and confirmed incidents involving PII which raise a reasonable risk of harm.

B. BREACH. A privacy incident, involving PII that is in the possession and/or control of the Grantee or any Authorized User of the Grantee or any other person or entity with which the Grantee shares the PII, constitutes a breach of this Agreement, notwithstanding whether such incident is the result of a negligent or intentional act or omission on part of the Grantee and/or aforementioned entities.

5. **GRANTEE CERTIFICATION.** By signing this agreement, the Grantee certifies that:

- a. The Grantee and its Authorized Users will use the data provided pursuant to this Agreement only for the purposes described in paragraph 1. a. and b. and shall not use the data for determining the benefits available to any individual or household or any use not described in paragraph 1;
- b. The Grantee understands the personal and confidential nature of the FEMA survivor/registrant PII and that it is responsible for any privacy incidents concerning survivor/registrant PII while in the possession and/or control of the data; and
- c. The Grantee shall comply with all applicable laws, regulations, policies, and provisions of this Agreement to protect the confidentiality of survivor/registrant PII.

6. **POINTS OF CONTACT.**

Pre-Grant Data Sharing Agreement for CDBG-DR Allocatees

- a. HUD's point of contact is as follows:

Name: Larry T. Hayes
Title: Director
Phone: (904) 208-6077
E-mail Address: Larry.T.Hayes@hud.gov

- b. The Grantee's point of contact are as follows:

Name: Jonathan R. Lewis
Title: County Administrator
Phone: (941) 861-5111
E-mail Address: CountyAdministrator@scgov.net

7. SEVERABILITY. Nothing in this Data Sharing Agreement is intended to conflict with current law or the directives of HUD. If a term in this Data Sharing Agreement contradicts such authority then that term shall be invalid, but the remaining terms and conditions of this Data Sharing Agreement shall remain in full force and effect.
8. NO PRIVATE RIGHT. This Data Sharing Agreement is an agreement between HUD and the Grantee. It does not create or confer any right or benefit that is substantive or procedural, enforceable by any third party against the Grantee, HUD or the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this Data Sharing Agreement restricts the authority of either party to act as provided by law, statute or regulation, or restricts any party from administering or enforcing any laws within its authority or jurisdiction.
9. FUNDING AND GRANT AGREEMENTS.
- a. This Data Sharing Agreement does not obligate, commit nor transfer funds. The Data Sharing Agreement is not a promise to obligate, commit, or transfer funds in the future. Each party shall bear its own costs in relation to this Data Sharing Agreement, except that if HUD and the Grantee enter Grant(s), nothing in this paragraph shall prohibit the Grantee from charging allowable costs to those Grant(s). A party may expend funds subject to its budgetary processes and availability pursuant to applicable laws, regulations and policies. The parties acknowledge that this does not imply that Congress will appropriate funds for such expenditures.
- b. By signing this Data Sharing Agreement, the Grantee and HUD agree that existing Grant(s) governing the CDBG-DR assistance for any disaster(s) for which the Grantee will request and receive data under this Data Sharing Agreement are amended to incorporate this Data Sharing Agreement and include its requirements as part of the Grant terms and

Pre-Grant Data Sharing Agreement for CDBG-DR Allocates

conditions. All other terms and conditions and obligations set forth in the Grant(s) remain unchanged. The parties also agree that when the Grantee requests and receives data under this Data Sharing Agreement for disaster(s) covered by Grant(s) that are not amended by this provision, HUD may unilaterally impose a specific condition on the Grant(s) to incorporate this Data Sharing Agreement and include its requirements as part of the Grant terms and conditions.

10. **ISSUE RESOLUTION.** HUD and the Grantee understand that during the course of this Data Sharing Agreement, they may have to resolve issues such as: scope, interpretation, technical matters, and other proposed modifications. HUD and the Grantee agree to appoint their respective points of contact to faithfully resolve such issues.
11. **ENTIRE AGREEMENT.** This Data Sharing Agreement constitutes the entire agreement between the parties with regard to information sharing for the purposes described in paragraph 1. a. and b..
12. **MODIFICATION.** This Data Sharing Agreement may be modified upon the mutual written consent of the parties.
13. **EFFECTIVE DATE, DURATION AND TERMINATION.** This Data Sharing Agreement will become effective upon the signature of both parties and will remain in effect until the closeout of the last grant(s) for which the grantee receives data under the Data Sharing Agreement. Either party may terminate this agreement at an earlier date upon written notice to the other party; however, in all cases of termination, the responsibilities described in Paragraph 4. b. shall survive termination until such time as the Grantee has either returned the data to HUD or destroyed it, and the penalties described in paragraph 14. shall survive termination and are available to enforce the requirements in paragraph 4.b. (or impose corrective actions for violations) after termination. If the mandatory recordkeeping period extends beyond closeout of the Grant(s) the parties may include the Grantee's continuing obligations under Paragraph 4.b. of this Agreement and the penalties in paragraph 14. into the applicable Grant closeout agreement.
14. **PENALTIES.** The Privacy Act provides for criminal penalties for the unauthorized disclosure of Privacy Act protected information to unauthorized third parties. Any person who knowingly or willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be subject to criminal penalties under the Privacy Act and may be subject to prosecution under other statutes such as 18 U.S.C. § 494, § 495, and § 1001. The penalty for violation of the Privacy Act is a fine of not more than \$5,000. In addition, Grantee understands that if it or one of its employees, agents (including contractors or subcontractors), or subrecipients (including an agent or employee of its subrecipients) willfully discloses any such PII to a third party not authorized to receive it or otherwise violates the terms of this Data

Pre-Grant Data Sharing Agreement for CDBG-DR Allocatees

Sharing Agreement, HUD may revoke the Grantee's access to data under this Data Sharing Agreement and pursue remedies for noncompliance under any grant agreement with the Grantee that incorporates this Data Sharing Agreement.

Pre-Grant Data Sharing Agreement for CDBG-DR Allocatees

APPROVED BY:

The signatories for HUD and Sarasota County warrant and represent that they have the competent authority to agree to and enter the obligations set forth in this Agreement, on behalf of HUD or the Grantee, as applicable. The signatories hereby enter this agreement, which shall be effective as of the date it is signed by the Secretary.

Department of Housing and Urban Development



Digitally signed by: U.S.
Government
DN: C = US O = U.S.
Government OU = Department of
Housing and Urban Development,
Office of Community Planning
and Development
Date: 2023.05.10 12:30:25 -04'00'

Date

05/10/2023

Larry T. Hayes

Director

Sarasota County

Date


Jonathan R. Lewis
County Administrator

May 10, 2023

~~APPROVED AS TO FORM AND CORRECTNESS~~


COUNTY ATTORNEY



Community Development Block Grant – Disaster Recovery Data Request – Federal Emergency Management Agency (FEMA) Individual Assistance Data

1. Requestor/Grantee Information

HUD and FEMA have entered into a data sharing agreement that allows for HUD to make available FEMA Individual and Household Program (IHP) assistance and damage assessment data to CDBG-DR grantees. Data sharing under the HUD-FEMA agreement is governed by the Privacy Act of 1974, as amended by the Computer Matching and Privacy Act of 1988 and the Computer Matching and Privacy Protections Amendment of 1990. Upon request from the grantee, HUD will obtain FEMA data and make it available to the grantee in accordance with the FEMA-HUD data sharing agreement.

(a.)	Date:	4/28/2023
(b.)	Grantee Name:	Sarasota County
(c.)	Grantee State/Disaster Number(s):	DR-4673
(d.)	Requestor Name:	Jonathan Lewis
(e.)	Requestor Contact Information:	941-861-5111
(f.)	Request Type:	Data Sharing Agreement <input checked="" type="checkbox"/> Computer Matching Agreement <input checked="" type="checkbox"/>

2. Authorized User(s)

	Name (first, last)	Phone and Email Contact Information
User 1	Laurel Varnell	941-725-6855; lvarnell@scgov.net
User 2	Steve Hyatt	941-315-5187; shyatt@scgov.net
User 3	John Goodacre	941-677-3624; jgoodacr@scgov.net
User 4	Heath Woodward	941-861-5367; hwoodward@scgov.net
User 5	Caryn Selph	407-697-0151; caryn.selph@tetrattech.com

3. Attestation

Data Sharing Agreement: "By selecting agree, I attest that the data received in response to this request will support the development and implementation of eligible activities under a current CDBG-DR allocation."

Agree:

Computer Matching Agreement: "By selecting agree, I attest that the data received in response to this request will support the implementation of eligible activities described in an approved action plan under an open CDBG-DR grant."

Agree:



Community Development Block Grant – Disaster Recovery Data Request – Federal Emergency Management Agency (FEMA) Individual Assistance Data

4. Does this request require specific data parameters for the associated data of FEMA Individual Assistance applicants?

Yes No

Enter specific universe criteria if applicable:

5. Input designated areas (counties) or click all for data in all designated disaster areas.

All

- If 'All' is not checked above, enter designated areas:

Sarasota County, Florida



Community Development Block Grant – Disaster Recovery Data Request – Federal Emergency Management Agency (FEMA) Individual Assistance Data

6. Requestor/Grantee Representative Signature:

Form Instructions

To fill out this form, position your cursor within a light blue field, click and begin typing or select the appropriate check box.

Form Sections

1. Requestor/Grantee Information

- a. **Date** = Select date of request from date selector.
- b. **Grantee Name** = Enter name of organization responsible for the grant.
- c. **Grantee State/Disaster Number(s)** = Enter state of the declared disaster and the included FEMA Disaster number(s). This can be multiple if appropriate.
- d. **Requestor Name** = Enter name of person completing the request.
- e. **Requestor Contact Information** = Enter name and email address of the person completing the request.
- f. **Request Type** = Select either Data Sharing Agreement or Computer Matching Agreement

**Note: See request type description in the accompanying Data Request Form Definitions.*

2. Authorized User(s)

- g. **Name (first/last)** = Enter first and last name of authorized users who are permitted to receive the associated data set.
- h. **Phone and Email Contact Information** = Enter the phone number and email address of the authorized users entered in item (g).

3. Attestation

Select 'Agree' in the appropriate check box to provide attestation for use of the requested data associated with the appropriate data sharing document type. Select both if applicable.

**Note: Document type definitions for Data Sharing Agreement and Computer Matching Agreement are provided in the accompanying definitions section of this form.*

4. Data Parameters



Community Development Block Grant – Disaster Recovery Data Request – Federal Emergency Management Agency (FEMA) Individual Assistance Data

Select the appropriate Yes / No response check box.

**Note: A definition and example of a data request that include specific perimeters is provided in the accompanying definitions section of this form.*

5. Designated Areas

Input the associated designated areas into the text box if there is a need for data based on geographical location. If the data request should be reflective of all designated areas select the 'All' check box.

**Note: A definition of designated area is provided in the accompanying definitions section of this form.*

6. Requestor/Grantee Representative Signature

Insert signature for attestation.

Form Definitions

Data Sharing Agreement	This request type should be used when the data being requested is to be utilized for grantee planning and marketing purposes. This request type is associated with activities for the data under a CDBG-DR allocation.
Computer Matching Agreement	This request type should be used when the data being requested is to be utilized for grantee duplication of benefits checks. This request type is associated with activities for the data under a CDBG-DR open grant.
Attestation	Attestation provides substantiation that the intended use for the data is warranted.
Data Parameters	Data parameters are described as specific conditions applied to data in an effort to narrow the universe of the FEMA applicants which data is needed to represent.
<i>Example of data parameters</i>	<i>Example: As opposed to programs being provided to all FEMA applicants programs are only being provided to a universe of applicants who meet the specific criteria of: Homeowners and not renters Gross income is less than \$20,000 Damaged dwelling is in Somewhere County FEMA real property verified loss is greater than \$10,000</i>
Designated Area	Counties in a declared disaster area.
Authorized Users	Authorized Users are employees, agents (including contractors or subcontractors), or subrecipients (including an agent or employee of its subrecipients) who have entered an agreement with the Grantee to comply with all requirements on the use of data.

COMPUTER MATCHING AGREEMENT**BETWEEN****UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS)
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)****AND****UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
(HUD)****I. INTRODUCTION**

The U.S. DEPARTMENT OF HOMELAND SECURITY (DHS), FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) and the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) have entered into this Computer Matching Agreement (CMA; Agreement) pursuant to section (o) of the Privacy Act of 1974 (Privacy Act), 5 U.S.C. § 552a, as amended by the Computer Matching and Privacy Protection Act of 1988, Pub. L. No. 100-503, and the Computer Matching and Privacy Protection Act Amendments of 1990, Pub. L. No. 101-508; as well as the Office of Management and Budget (OMB) Guidelines pertaining to computer matching, including 54 Fed. Reg. 25,818 (June 19, 1989), 56 Fed. Reg. 18,599 (April 23, 1991), and 81 Fed. Reg. 94424 (December 23, 2016). For purposes of this Agreement, FEMA and HUD will serve as both source and recipient agencies, as defined in 5 U.S.C. §§ 552a(a)(9) and (11).

II. DEFINITIONS, PURPOSE, AND LEGAL AUTHORITY

This CMA addresses essential data sharing in the cooperative operation of FEMA emergency sheltering and housing assistance programs and HUD assistance programs, including rental assistance programs and their Community Development Block Grant-Disaster Recovery (CDBG-DR) grants, including assistance for mitigation and electric power systems.

HUD rental assistance programs include Public Housing, Housing Choice Vouchers, Project Based Section 8, Section 202, and Section 811. These programs provide rental assistance to low-income renters. When impacted by a disaster, these tenants may be displaced and become eligible for FEMA assistance. This CMA supports data sharing between FEMA and HUD to quickly move families from FEMA assistance back to HUD assistance as well as prevent a risk of duplication of benefits.

In response to Presidentially-declared disasters, Congress may appropriate additional funding under the Community Development Fund heading for the CDBG Program as disaster recovery grants to support recovery, mitigation, and related purposes that help to rebuild the affected areas and provide crucial seed money to start the recovery process particularly for low- and moderate-income persons. Since CDBG-DR assistance may fund a broad range of recovery and mitigation activities, HUD grants can help communities and neighborhoods that otherwise might not recover due to limited resources.

Page 1 of 41

Pursuant to section 312(a) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act; Pub. L. No. 93-288, as amended), at 42 U.S.C. § 5155(a), FEMA and HUD may not provide duplicative financial assistance to individuals and households for the same disaster-related need. Pursuant to the Privacy Act's section 552a(o)(1)(A) requirement, the purposes and legal authority for this computer matching program are described in Section II.B. and II.C. below. As described below, HUD will enter into agreements with its CDBG-DR grantees to use data to plan for the use of grant funds, conduct outreach to disaster-affected individuals, and to prevent the duplication of benefits.

A. DEFINITIONS

CDBG-DR Grantee:

For purposes of this Agreement, HUD CDBG-DR grantees are state and local governments (including territories), and Indian tribes that have or will receive an allocation of CDBG funds for disaster recovery.

Grantee Program Applicants:

Grantee program applicants are the individuals or households who apply for assistance from CDBG-DR grantees.

Pre-Disaster HUD Housing Program Recipient:

A household or person who was receiving housing subsidy prior to a disaster from one of HUD's assistance programs, such as Housing Choice Vouchers, Public Housing, Project Based Section 8, Section 202, or Section 811.

FEMA Applicant or Registrant:

For purposes of this Agreement, FEMA applicants (also known as registrants) are individuals or households who have applied for or are eligible for disaster assistance under FEMA's Individuals and Households Program (IHP).

Emergency Sheltering:

Emergency sheltering in this Agreement pertains to all forms of emergency sheltering under the Stafford Act, including, but not limited to, Congregate Sheltering, Public Assistance Non-Congregate Sheltering (PA NCS), and Transitional Sheltering Assistance (TSA). FEMA may provide PA funding under section 403 of the Stafford Act to state, local, tribal, and territorial governments for emergency sheltering (in both congregate and non-congregate locations). TSA is a form of NCS, provided to eligible FEMA IHP applicants transitioning out of emergency shelters and into temporary or permanent housing solutions.

FEMA Housing Assistance:

FEMA Housing Assistance is housing assistance provided to eligible IHP applicants under section 408(c) of the Stafford Act, which includes financial assistance, direct assistance, repair and replacement assistance, and permanent housing construction assistance.

B. PURPOSE

This Agreement establishes a computer matching program between FEMA and HUD. FEMA and HUD will make efforts to assist disaster survivors with securing emergency housing solutions and mitigate duplication of benefits between agencies. The HUD-FEMA computer matching program will serve three purposes, as follows.

1. To transition HUD housing recipients, whose HUD homes are uninhabitable due to a declared disaster or emergency with Individual Assistance (IA) authorized, from emergency sheltering or FEMA housing assistance back into HUD-assisted housing. FEMA will quickly and efficiently match pre-disaster HUD housing program recipients with emergency sheltering or housing assistance recipients. Matching allows for early coordination between FEMA and HUD regarding HUD clients who are receiving emergency sheltering or FEMA housing assistance. The goal is to identify HUD housing program recipients participating in FEMA programs and return them to HUD housing assistance while also preventing duplication of individual benefits.
2. To develop the funding formulas to request additional appropriations from Congress and allocate funding for CDBG-DR grant awards. Data associated with this Agreement will be used by HUD to calculate the amount of HUD's CDBG-DR grants, which are based on the number of unmet needs for the disaster. HUD performs a complex grants formulation process using personally identifiable information (PII) data from FEMA (and the Small Business Administration (SBA) SBA PII is not addressed in this CMA) to generate its CDBG-DR grant allocations and figures estimating unmet disaster needs for OMB and Congress.

After calculating allocations for CDBG-DR grant awards, HUD will enter into a data sharing agreement with CDBG-DR grantees and provide a subset of the data used for making the allocation to the applicable CDBG-DR grantee so the CDBG-DR grantee can do planning and market the use of grant funds. These data are not used for determination of benefits.

3. To support duplication of benefits checks conducted by CDBG-DR grantees for CDBG-DR grant-funded programs, HUD will request data from FEMA on an as-needed basis to share with CDBG-DR grantees. HUD's data request will be based on the specific program requirements specified in an approved CDBG-DR grantee Action Plan, such as data for all survivors meeting specific criteria related to tenure, geography, and type of FEMA benefit receipt. The data will be provided to facilitate expedited program implementation while preventing the duplication of benefits already received from FEMA. All data sharing from HUD to CDBG-DR grantees will occur in accordance with agreements between HUD and the CDBG-DR grantees that address requirements related to the use and protection of the data. FEMA will support HUD by providing data analysis and FEMA assistance data to HUD.

C. LEGAL AUTHORITY

This Agreement is executed in compliance with the Privacy Act and other statutes discussed in this Agreement, their implementing regulations, and related notices and guidance.

1. Section 312 of the Stafford Act, as amended, at 42 U.S.C. § 5155, requires each federal agency that administers any program providing financial assistance because of a major disaster or emergency to assure that no individual or entity receives duplicate financial assistance under any program, from insurance, or through any other source. The Stafford Act, 42 U.S.C. § 5155(c), requires FEMA or HUD (whichever agency provided the duplicative assistance) to recover all duplicative assistance from the recipient when the head of such agency considers it to be in the best interest of the Federal Government.

For CDBG-DR grants, HUD does not directly make awards to grantee program applicants. However, HUD imposes the requirements of section 312 on CDBG-DR grantees. Additionally, appropriations acts, including those listed below in subsection II.C.8, making CDBG-DR funds available require CDBG-DR grantees to have adequate procedures to prevent the duplication of benefits. HUD enforces these requirements on CDBG-DR grantees using its statutory and regulatory remedies for noncompliance in section 111 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5311) and regulations at 24 C.F.R. part 570 and 2 C.F.R. part 200.

2. Section 408(i) of the Stafford Act, 42 U.S.C. § 5174(i), directs and authorizes FEMA, in carrying out section 408 (Federal Assistance to Individuals and Households), to “develop a system, including an electronic database,” to:
 - a) Verify the identity and address of recipients of assistance to provide reasonable assurance that payments are made only to an individual or household that is eligible for such assistance,
 - b) Minimize the risk of making duplicative payments or payments for fraudulent claims,
 - c) Collect any duplicate payment on a claim or reduce the amount of subsequent payments to offset the amount of any such duplicate payment,
 - d) Provide instructions to recipients of assistance regarding the proper use of any such assistance, regardless of how such assistance is distributed, and
 - e) Conduct an expedited and simplified review and appeal process for an individual or household whose application for assistance is denied.
3. Executive Order 13411, “Improving Assistance for Disaster Victims,” 71 Fed. Reg. 52729 (August 29, 2006) calls on federal agencies to “reduce unnecessarily duplicative application forms and processes for Federal disaster assistance,” which includes processing benefits applications submitted by individuals, businesses, or other entities for the same disaster.
4. The FEMA-008 Disaster Recovery Assistance Files System of Records, 78 Fed. Reg. 25,282 (April 30, 2013), authorizes FEMA to provide federal agencies with access to FEMA’s electronic records of individuals and households receiving assistance to make available any additional assistance to the affected individuals and households and to prevent duplication of benefits.
 - a) Pursuant to Routine Use H.1 of the FEMA-008 Disaster Recovery Assistance Files System of Records, 78 Fed. Reg. 25,282 (April 30, 2013; Routine Use H.1), FEMA

- may disclose applicant information to other federal, state, local, tribal, or territorial government agencies to prevent duplication of benefits or to address unmet needs of eligible, ineligible, or partially eligible FEMA applicants.
- b) Pursuant to Routine Use R of the FEMA-008 Disaster Recovery Assistance Files System of Records, 78 Fed. Reg. 25,282 (April 30, 2013; Routine Use R), FEMA may share information with other federal, state, local, tribal, or territorial government agencies and voluntary organizations under approved computer matching efforts.
 - c) The FEMA Disaster Recovery Assistance Files System of Records is currently pending an update and publication in the Federal Register. As part of this System of Records Notice (SORN) update, disclosure of these records will be permitted pursuant to Routine Uses I.1 and S, which are currently Routine Uses H.1 and R respectively. Routine Use I.1 states that FEMA may disclose applicant information to other federal agencies to prevent duplication of benefits or to address unmet needs of eligible, ineligible, or partially eligible FEMA applicants. Routine Use S permits FEMA to share information with other federal, state, local, tribal, or territorial governments agencies and voluntary organizations under approved computer matching efforts.
5. The President may authorize both emergency sheltering and section 408 federal assistance to individuals and households, pursuant to either a major disaster under section 403, at 42 U.S.C. § 5170b, or an emergency under section 502 of the Stafford Act, 42 U.S.C. § 5192. Essential Assistance, pursuant to section 403(a)(3)(B) of the Stafford Act, 42 U.S.C. § 5170b, authorizes emergency sheltering, including both congregate and non-congregate sheltering, to meet the immediate needs of disaster survivors for a major disaster. Additionally, federal assistance where necessary to prevent human suffering under section 502(a)(8) authorizes emergency sheltering for an emergency.
6. The Debt Collection Improvement Act of 1996, 31 U.S.C. §§ 3325(d) and 7701(c)(1), requires federal agencies to collect the Taxpayer Identification Number (TIN) or Social Security Number (SSN) of each person who receives payments from the Federal Government; and each person doing business with the Federal Government is required to furnish his or her TIN.
- a) For the purposes of 31 U.S.C. § 7701, a person is doing business with the Federal Government if the person is:
 - i. A lender or servicer in a federal guaranteed or insured loan program administered by a federal agency,
 - ii. An applicant for, or recipient of, a federal license permit, right-of-way, grant, or benefit payment administered by a federal agency,
 - iii. A contractor of a federal agency,
 - iv. Assessed a fine, fee, royalty, or penalty by a federal agency, or

- v. In a relationship with a federal agency that may give rise to a receivable due to that agency such as a partner of a borrower in or a guarantor of a federal direct or insured loan administered by the federal agency.
 - b) Each federal agency must inform each person required to disclose his or her TIN of the agency's intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Federal Government.
7. HUD's SORN provides individuals with notice of HUD's intended uses of information contained within the following systems of records:
- a) Inventory Management System, also known as the Public and Indian Housing Information Center (IMS/PIC), HUD/PIH.01, 84 Fed. Reg. 11117 (March 25, 2019),
 - b) Enterprise Income Verification (EIV), HUD/PIH-5, 74 Fed. Reg. 45235 (September 1, 2009), and
 - c) Tenant Rental Assistance Certification System (TRACS), HSNG/MF.HTS.02, 81 Fed. Reg. 56684 (August 22, 2016).

The applicable routine uses for IMS/PIC are Routine Use 10 and 11. The applicable Routine Use for EIV is Routine Use 8. The applicable routine uses for TRACS is Routine Use 1.

8. The appropriations acts that authorize and appropriate supplemental CDBG-DR assistance lay out specific requirements, some of which may vary by appropriation. These appropriations acts impose requirements related to the (1) prevention of fraud, waste, and abuse, (2) order of assistance, and (3) prevention of duplication of benefits on HUD or its CDBG-DR grantees, as directed by the applicable act.

The appropriations acts also require HUD to make allocations based on a determination of unmet need in the "most impacted and distressed areas" resulting from major disasters.

Legal authority for CDBG-DR assistance is derived from Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 *et seq.*); subsequent appropriations acts making CDBG-DR assistance available; the following prior appropriations acts—

Public Laws 117-43, 116-20, 115-254, 115-123, 115-56, 115-31, 114-254, 114-223, 114-113, 113-2, 112-55, 111-212, 110-329, 110-252, 110-116, 109-234, 109-148, 108-324, 107-206, 107-117, 107-73, 107-38, 106-31, 105-277, 105-276, 105-174, 105-18, 104-134, 104-19, 103-327, 103-211, 103-75, and 103-50

—and by the notices published in the Federal Register that govern CDBG-DR grant assistance including the *Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees* at 84 Fed. Reg. 28,836 (June 20, 2019).

9. The HUD regulation at 24 C.F.R. § 982.352(c) prohibits a family from receiving the benefit of Section 8 tenant-based assistance under the Housing Choice Voucher Program while

also receiving the benefit of any of the following forms of other housing subsidy for the same or a different unit:

- a) Public or Indian housing assistance,
- b) Section 8 assistance (including other tenant-based assistance) under section 8 of the U.S. Housing Act of 1937, 42 U.S.C. § 1437f,
- c) Assistance under former section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974),
- d) Section 101 of the Housing and Urban Development Act of 1965, 12 U.S.C. § 1701s (Section 101 rent supplements),
- e) Section 236 of the National Housing Act, 12 U.S.C. § 1715z-1 (Section 236 rental assistance payments),
- f) Tenant-based assistance under the HOME Investment Partnerships Program (HOME) authorized by Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. § 12701 *et seq.*,
- g) Rental assistance payments under section 521 of the Housing Act of 1949, 42 U.S.C. § 1441 *et seq.* (a program of the Rural Development Administration),
- h) Any local or state rent subsidy,
- i) Section 202 of the Housing Act of 1959, 12 U.S.C. § 1701q, as amended (Section 202 supportive housing for the elderly),
- j) Section 811 of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. § 8013 (Section 811 supportive housing for persons with disabilities),
- k) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance) authorized by section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. § 1701a note, amending section 202(h) of the Housing Act of 1959, or
- l) Any other duplicative federal, state, or local housing subsidy, as determined by HUD. For this purpose, “housing subsidy” does not include the housing component of a welfare payment, a Social Security payment received by the family, or a rent reduction because of a tax credit.

III. JUSTIFICATION AND EXPECTED RESULTS – COST-BENEFIT ANALYSIS

Pursuant to the Privacy Act’s section 552a(o)(1)(B) requirement, the justification for the program and its anticipated results, including a specific estimate of any savings, is described below.

A. JUSTIFICATION FOR COMPUTER MATCHING

As required by law, FEMA will not provide continued temporary housing assistance to individuals who are receiving duplicative housing benefits from HUD. However, disaster survivors who already receive HUD assistance but have had that assistance interrupted due to the disaster may still be able to receive FEMA benefits until HUD assistance can be reestablished. FEMA will conduct computer matching with HUD to compare applicable

disaster applicant data to ensure that individuals are not receiving FEMA housing assistance for a specific, declared disaster that duplicates any rental housing assistance from HUD.

Executive Order 13411, "Improving Assistance for Disaster Victims," 71 Fed. Reg. 52729 (August 29, 2006) calls on federal agencies to "reduce unnecessarily duplicative application forms and processes for federal disaster assistance," which includes processing benefits applications submitted by individuals, businesses, or other entities for the same disaster. Executive Order 13411 and this matching program are consistent with the OMB guidance on interpreting the provisions of the Computer Matching and Privacy Protection Act of 1988, 54 Fed. Reg. 25818 (June 19, 1989); OMB's proposed guidelines on the Computer Matching and Privacy Protection Amendments of 1990, 56 Fed. Reg. 18599 (April 23, 1991); and OMB Circular A-130, Appendix I, "Responsibilities for Protecting and Managing Federal Information Resources" (July 28, 2016) with instructions on federal agency responsibilities for maintaining records about individuals.

B. EXPECTED RESULTS - COST-BENEFIT ANALYSIS

Based on historical data, HUD and FEMA anticipate that computer matching will help eliminate duplication of benefits. For example, FEMA received 2,160,284 registrations in response to hurricanes Katrina and Rita, of which 5,140 were deemed ineligible because of duplicate rental housing assistance. Additionally, an estimated 27 percent of the more than 160,000 recipients for HUD's CDBG-DR grantee homeowner rehabilitation programs had received IHP assistance from FEMA. The two forms of assistance may not be duplicative if they do not cover the same need. However, the risk of CDBG-DR assistance duplicating IHP assistance increases if the homeowner received both forms of assistance.

In the Katrina-Rita data examples in the above paragraph, since no CMA or automated duplication of benefits check was in place, the staff implementing the recovery benefits could not allocate the funds in a timely manner due to a delay caused by manually checking for duplication of benefits. Due to delays, half of the homeowners who experienced damage from Hurricane Katrina did not complete rebuilding until 18 months or more after the event. With a CMA and an automated duplication of benefits check in place, homeowners will be able to rebuild faster due to the quick, accurate, and efficient allocation of funds resulting from the elimination of the manual and error-prone duplication of benefits check.

The associated cost-benefit analysis indicates the Agreement will have a tangible savings to both agencies. If approved, the annual savings would equal approximately \$13,446,000 for HUD and approximately \$919,000 for FEMA. The cost-benefit analysis was based on a seven-year Life Cycle Cost Estimate (LCCE), like a Capital Investment Plan (CIP), composed of five budget years and two out years. It is estimated that one catastrophic disaster season, like the Katrina-Rita hurricane season, will occur within the seven-year cost estimate. This assumption was made by the Disaster Assistance Improvement Program (DAIP) finance team.

In June 2009, DHS's Office of Inspector General (DHS-OIG) issued a report titled "Management Advisory Report: *Computer Data Match of FEMA and HUD Housing Assistance Provided to Victims of Hurricanes Katrina and Rita*" (OIG-09-84). DHS-OIG identified a significant potential risk for wasting millions of taxpayer dollars during and after the rebuilding and recovery efforts of Hurricane Katrina and Rita due to duplication of benefits.

DHS-OIG estimated an average rental assistance payment amount of approximately \$800 per month, and a total of 3,743 improper payments during the housing assistance periods for both disasters from August of 2005 to February of 2006. This resulted in the issuance of nearly \$3 million in improper payments. This calculation is based on multiplying the approximate rental assistance payment amount (\$800) per month by the estimated number (3,743) of improper payments ($\$800 \times 3,743 = \$2,994,400$).

DHS-OIG determined that the duplication of housing benefits was due to (1) the lack of accurate data about the survivors' addresses, (2) FEMA and HUD paying the landlord at the same time for the same rental unit, or (3) FEMA and HUD paying the landlord at the same time to live at a different rental unit.

Preventing duplicative payments will primarily benefit FEMA due to the reduction of its housing assistance awards for applicants already receiving HUD assistance. However, HUD will also benefit from this Agreement. Access to FEMA data will enable HUD to identify HUD-assisted households displaced by a disaster and help survivors return more quickly to a stable, permanent home. FEMA data will also allow HUD's CDBG-DR grantee to detect potential duplication of benefits. FEMA and CDBG-DR grantees need to ensure that the sum of benefits received does not exceed the amount allowable for a disaster survivor, often referred to as unmet needs. The two forms of assistance may not be duplicative if together they do not exceed total unmet needs.

The overall number of IHP applicants is relative and fluctuates based on the size and impact area of the disaster, which creates difficulties in estimating the number of potential applicants. However, based on the OIG report and FEMA-HUD coordination, the expected results of this Agreement will be to (1) reduce duplication of benefits for disaster survivors, (2) reduce confusion on available benefits among survivors and implementing agencies, and (3) increase the speed of providing benefits to survivors.

From 2014-2020, FEMA approved an average of 195,612 applicants for housing assistance under IHP per year. Prior to the original HUD CMA, GAO-06-1013 concluded that FEMA estimated 1-3 percent in improper IHP payments. Taking the midpoint of 2 percent, we can assume that, without the HUD CMA, FEMA would have issued improper payments to approximately 27,000 applicants. Taking an average monthly payment of \$500, that equates to almost \$13.5 million in improper payments. Although the HUD CMA is helpful in identifying these improper payments, we know that it will not catch all improper payments. For this reason, the CBA assumed the HUD CMA would avoid 50 percent in improper payments to equal nearly \$1 million per year in cost avoidance. Over the seven-year period of the analysis, the total cost avoidance for FEMA equals \$6,846,410.

In addition, HUD also benefits from the CMA. HUD analysis of performance reports from its CDBG-DR grantees supporting disaster recovery for disasters occurring between 2011 and 2019 finds an average of more than 10,000 homeowners assisted with CDBG-DR grants each year. HUD's research after Katrina-Rita identified 27 percent of CDBG-DR homeowners receiving both CDBG-DR and FEMA funding for home rehabilitation. Therefore, if CDBG-DR grantees receive timely data on FEMA assistance before making CDBG-DR awards, the HUD CMA could assist CDBG-DR grantees with ensuring that

FEMA resources are accounted for, and thus avoid duplication of benefit risk for the estimated annual 2,700 homeowners per year (or 18,900 over the seven-year period) that are estimated to be served by both FEMA IHP and CDBG-DR-funded housing repair or rehabilitation assistance. With an estimated cost of \$5,000 per applicant, the total amounts of rehabilitation costs that risk being improperly charged to CDBG-DR grants equals \$13.5 million per year, making \$94.5 million over the seven-year period of the analysis. Overall, FEMA and HUD expect to avoid almost \$14.5 million in potential improper annual payments, totaling over \$100 million across the seven-year analysis.

With this agreement comes some support costs. FEMA estimates \$414,085 in labor costs over the seven-year analysis period, while HUD expects approximately \$377,500. The combined costs for this data sharing total just under \$800,000 for the two agencies, resulting in a cost-benefit ratio of 128:1.

IV. RECORDS DESCRIPTION

As required by the Privacy Act's section 552a(o)(1)(C), the following is a description of the records that will be matched.

A. SYSTEMS OF RECORDS AND ESTIMATED NUMBER OF RECORDS INVOLVED

1. Systems of Record

HUD

This Agreement authorizes FEMA and HUD to match HUD records that are retrieved from TRACS (HSNG/MF.HTS.02) 81 Fed. Reg. 56,684 (August 22, 2016); the PIH IMS/PIC, (HUD/PIH.01) 84 Fed. Reg. 11,117 (March 25, 2019); and EIV (HUD/PIH-5) 71 Fed. Reg. 45,066 (August 8, 2006), which was updated by 74 Fed. Reg. 45,235 (September 1, 2009). The results of the information comparison are maintained within the IMS/PIC system (HUD/PIH.01).

Routine Use 10 of the IMS/PIC SORN allows HUD to share information with FEMA under an approved CMA, and Routine Use 11 of the same SORN allows HUD to share information with state and local agencies to verify accuracy, completeness, and eligibility and to identify and recover improper payments.

Routine Use 8 of the EIV SORN allows HUD to share information with FEMA to determine eligibility of assistance.

Routine Use 1 of the TRACS SORN allows HUD to use Routine Use 6 of HUD's *Routine Use Inventory* notice, 80 Fed. Reg. 81,837 (December 31, 2015) to disclose records to federal agencies, non-federal entities, their employees, and agents (including contractors, their agents or employees, and employees or contractors of the agents or designated agents), or contractors, their employees, and agents with whom HUD has a contract or service agreement for the purpose of preventing fraud, waste, and abuse within major federal programs. HUD's *Routine Use Inventory* notice also contains Routine Use 5, which allows for disclosure to federal, state, and local agencies, their employees, and agents for the purpose of conducting computer matching programs.

FEMA

The FEMA records reside in the Individual Assistance (IA) System (formerly known as the National Emergency Management Information System-Individual Assistance [NEMIS-IA]). FEMA shares information, pursuant to this CMA, included in records covered by FEMA-008 Disaster Recovery Assistance Files System of Records, 78 Fed. Reg. 25,282 (April 30, 2013). Routine Use H.1 authorizes FEMA to share information with other federal agencies for the purpose of preventing duplicate benefits and meeting unmet needs. Routine Use R authorizes FEMA to share information with other federal agencies for the purpose of conducting computer matching activities. The FEMA Disaster Recovery Assistance Files System of Records is currently pending an update and publication in the Federal Register. As part of this SORN update, Routine Uses H.1 and R will be redesignated as I.1 and S.

All safeguards and protections provided by the Privacy Act, CMPPA, Judicial Redress Act (JRA) of 2015, and this Agreement regarding the use, disclosure, and security of DHS-FEMA records apply to DHS-FEMA records regarding U.S. citizens, lawful permanent residents (LPRs), and certain designated foreign nationals. U.S. citizens and LPRs covered by Privacy Act of 1974 and those covered persons covered by the JRA are provided with privacy protections and legal redress (e.g., access and amendment) required by law. With respect to persons who are not covered by the Privacy Act or JRA, DHS, by policy, will still analyze official sharing requests under the Fair Information Practice Principles. However, for those individuals, no privacy rights or benefits, substantive or procedural, are intended, or should be construed, to be created by this Computer Matching Agreement, and they are not enforceable under the law against the United States, its agencies, officers, or employees.

2. Records Estimate

HUD and FEMA intend to match records after any disaster in which FEMA provides emergency sheltering or temporary housing assistance, or HUD allocates CDBG-DR funds to grantee(s). In addition, when CDBG-DR grants are warranted by the size of the disaster, FEMA records will be shared with HUD to determine allocation of CDBG-DR funds and be transferred through HUD to CDBG-DR grantees for matching. The estimated number of records FEMA and HUD's CDBG-DR grantees will match following any disaster depends on the size and impact area of the disaster and the number of affected individuals. The damage type and cost will be determined after the disaster and cannot easily be estimated, as the scale and impact of each disaster is unique.

The estimated number of records for information sharing with CDBG-DR grantees will be addressed in the agreement between HUD and the CDBG-DR grantees that governs the use of the data.

To represent the anticipated records HUD's CDBG-DR Grantees and FEMA intend to match, the following summary describes the number of valid registrations and emergency sheltering and temporary housing statistics from Hurricane Maria, declared on September 20, 2017, which represents a large-scale disaster. The statistics also describe the previous four calendar years, 2018-2021.

Hurricane Maria declarations in Puerto Rico and the United States Virgin Islands demonstrate the number of records in a large-scale major disaster. The 2018-2021 statistics describe the number of records over the full calendar and are representative of an average event year.

The summary statistics represent the range of records that will be matched by HUD's CDBG-DR Grantees and FEMA over the duration of this CMA. Registrations are considered valid if they are in a declared county and damages are attributed to the incident period and incident type of the disaster.

Table 1: Emergency Sheltering Statistics

Large-Scale Disaster	Declarations	Total Valid Registrations	Participated in Emergency Sheltering
Hurricane Maria	2	1,143,700	7,019
Calendar Year	Declarations	Total Valid Registrations	Participated in Emergency Sheltering
2018	17	369,353	3,576
2019	13	74,023	0
2020	20	542,621	8,947
2021	24	1,646,069	22,438
2018-2021 Total	74	2,632,066	34,961
2018-2021 Average Per Year	19	658,017	8,740

Based on statistics from 2018-2021, it is estimated HUD and FEMA will share an average of 658,017 records per year to support CDBG-DR and an average of 8,740 records per year to support emergency sheltering and temporary housing. In years that include a large-scale disaster commensurate to Hurricane Maria in 2017, the number of records will increase by an average of 1,143,700 records to support CDBG-DR and 7,019 records to support emergency sheltering and temporary housing for each large-scale disaster.

B. DESCRIPTION OF THE DATA MATCH PROCESSES

When a Presidential declaration or emergency authorizes federal assistance to individuals and households under section 408 of the Stafford Act, the sharing or matching of data will occur through the following three processes: (1) Emergency Sheltering and FEMA Housing Assistance Data Matching; (2) CDBG-DR grants allocation formulation and CDBG-DR grantee planning and marketing; and (3) CDBG-DR Grantee Data Matching. The three processes are described below.

1. Emergency Sheltering and FEMA Housing Assistance Data Matching

HUD rental assistance programs are identified at 24 C.F.R. § 5.233, emergency sheltering is authorized under sections 403 or 502 (see above legal authorities), and FEMA housing assistance is provided through the Individuals and Households Program (IHP) under section 408(c) of the Stafford Act, 42 U.S.C. § 5174(c).

FEMA and HUD will compare and match data between the two agencies for HUD-assisted individuals receiving emergency sheltering (when section 408 has been authorized) or FEMA housing assistance using database queries that perform pattern analysis to establish

a match. HUD will initiate the data sharing by providing information on pre-disaster HUD-assisted households within the geographic area designated in the declaration.

FEMA and HUD will initiate the data matching by comparing names, addresses, dates of birth, and the last four digits of SSN. After confirmation of a definite match, FEMA and HUD will share the remaining data fields of the matched individuals to compare benefits and assess duplication of benefits and potential unmet needs. The data fields associated with this purpose are listed in [Table 2](#), [Table 3](#), and in [Appendix A](#). This data sharing will be performed within the first 12 months of a new disaster declaration, and most of the data sharing will typically occur within the first 120 days of the event.

Table 2: Data Fields HUD to Share with FEMA

Data Fields
Co-recipient First Name
Co-recipient Last Name
Co-recipient Date of Birth
Co-recipient Last 4 digits of SSN
Recipient First Name
Recipient Last Name
Recipient Date of Birth
Recipient Street Address
Recipient State
Recipient City
Recipient County
Recipient Address 5 Digit Zip Code
Recipient Last 4 digits of SSN
Number of Household Members
HUD Program Code* PROGRAM TYPE H1 - Section 8 (Multifamily) H4 - Section 236 (Multifamily) H7 - 202/PRAC (Multifamily) H8 - 811/PRAC (Multifamily) P - Public Housing PBV - Project Based Voucher TBV - Tenant Based Voucher HV - Homeownership Voucher CE - Certificate MR - Mod Rehab
HUD Rehoused (Y/N/ Unknown)
HUD Project Code
HUD Public Housing Agency (PHA) Code
HUD Date of Recertification

Table 3: Data Fields FEMA to Share with HUD

Data Fields
Access and Functional Needs (Y/N)
Applicant Alternate Phone Number
Applicant Current Phone Number
Applicant Date of Birth
Applicant Email Address
Applicant Last, First Name
Applicant Last 4 Digits of SSN
Applicant Registration Number
Co-applicant Date of Birth
Co-applicant Last, First Name
Co-applicant Last 4 digits of SSN
Co-applicant Current Phone Number
Current Location (as identified in applicant registration and applicant information screen)
Current Mailing Address 5 Digit Zip Code
Current Mailing Address City
Current Mailing Address County
Current Mailing Address Street
Current Mailing Address State
Damaged Address City
Damaged Address 5 Digit Zip Code
Damaged Address Zip Code 4 Digit Extension
Damaged Address County
Damaged Address Street
Damaged Address State
Damaged Dwelling Latitude
Damaged Dwelling Longitude
Disaster Number
Household Member Age (Age range) Under 5 years 5 to 17 years 18 to 64 years 65 and above
Number of Household Members
Current Hotel Address
Current Hotel City
Current Hotel County
Current Hotel Name
Initial Rental Assistance Approved Date

Data Fields
Direct Housing First Licensed-in Date (FEMA's authority to allow an applicant to reside in a Direct Housing Unit)
Last Continued Temporary Housing Assistance Date

2. CDBG-DR grants allocation formulation and CDBG-DR Grantee Planning and Marketing

The FEMA data HUD requires to perform its CDBG-DR grants formulation will be generated by FEMA using a database query extracting all data elements listed in [Table 4](#) and [Appendix B](#). FEMA will extract every registration for each distinct FEMA disaster declaration HUD submits in their official request for data. HUD requires each FEMA registration to assess assistance funds provided by FEMA and SBA to calculate unmet needs. FEMA and SBA provide the unique FEMA application registration number, or Registration ID, to enable HUD to match FEMA data to SBA data. Matching FEMA and SBA data allows HUD to perform the unmet needs analysis using a one-to-one comparison of each individual housing unit. This will not be used for determining individual benefits.

HUD uses the FEMA inspection damage and award data to analyze and calculate unmet needs. This data is also used by HUD to generate their CDBG-DR formula allocations to inform OMB and Congress on the likely amount of unmet needs before OMB and Congress make their appropriation, and to determine allocation amounts for states, local governments, and Indian tribes after making an appropriation. The data shared with HUD will be utilized to identify damage estimates in major disaster areas. HUD also considers the contributions of insurance, FEMA awards, and SBA loans in estimating severe unmet needs not addressed by these sources. The complete methodology by which HUD estimates unmet needs is published in a Federal Register Notice identifying allocations and establishing the requirements of CDBG-DR grants.

HUD is required to allocate CDBG-DR funds to address unmet disaster-related needs in the most impacted and distressed areas after a major disaster. Since 2015, HUD has relied on case-level data from FEMA and SBA to make these allocations. HUD must calculate the unmet needs for renters' and owners' homes experiencing serious damage, where unmet needs are determined based on an individual household's severity of damage, insurance coverage for the damage incurred, income, flood plain status, and likely SBA approval. To calculate, HUD must have information regarding the address, extent of damage, and insurance information.

Unmet needs cannot be calculated from FEMA public use data. In addition, HUD analysis will assess the data at the individual record level to factor in a combination of features for each disaster applicant to determine if and to what extent each row of data will be included in the grant formulation structure. HUD is responsible for performing the grant formulation process and must address any questions and issues raised by OMB and Congress.

HUD publishes its grant formula allocations in the notice governing the use of grant funds. A recent example of the published allocation formula is found in Appendix A of the Federal

Register Notice found here: <https://www.govinfo.gov/content/pkg/FR-2020-01-27/pdf/2020-01204.pdf>.

FEMA will use a database query, based on a list of distinct FEMA major disaster declaration numbers, that extracts all data elements listed in **Table 4** and **Appendix B** to generate the CDBG-DR grants formulation data. HUD uses the FEMA Registration ID to map SBA and FEMA data to one registration. In addition, HUD applies repeatable programming code to factor in each distinct FEMA award data field in a single registration.

CDBG-DR grantees will also use these data for planning purposes to identify the likely gaps in assistance (such as unmet needs) and what types of CDBG-DR eligible activities are most likely to close those gaps in assistance. CDBG-DR grantees will also use these data to market the planned assistance to FEMA-assisted individuals so that they are aware of the planned use of the CDBG-DR funds and how to seek CDBG-DR funded assistance. These uses will not involve matching with other data.

Table 4: Data Fields FEMA to Share with HUD

Data Fields
Small Business Administration (SBA) HAPP Referral Flag (Y/N)
Census Block Group ID (if applicable)
Damaged Address Street
Damaged Address City
Damaged Address County
Damaged Address State
Damaged Address 5 Digit Zip Code
Damaged Address Zip Code 4 Digit Extension
Damaged Dwelling Latitude
Damaged Dwelling Longitude
Cause(s) of Damage from Inspection
Current Mailing Address 5 Digit Zip Code
Current Mailing Address City
Current Mailing Address Street
Current Mailing State
Current Mailing Zip Code 4 Digit Extension
Dependents (Number in Household)
Destroyed Flag (Y/N)
Disaster Number
FEMA Registration Number
Flood Zone
High Water Mark Location
High Water Depth in inches
Habitability Repairs Required (Y/N)
Gross Income (as reported at Registration)

Data Fields
Insurance Types (Insurance Code)
Level of Damage
Non-Compliant with Flood Insurance Requirement (NCOMP) Flag (Y/N)
Owner/Renter
Personal Property Total FEMA Verified Loss (FVL) Amount Personal Property Flood Damage FVL amount
Real Property Total FVL Amount (Aggregated for all REAL PROPERTY FVL (one field replaces all fields related to real property damage)
Real Property Flood Damage FVL Amount
Residence Type
Total Personal Property Assistance Approved Amount (Aggregated Eligibility Amount) Personal Property Assistance Flood Damage Approved Amount
Total Repair Assistance Approved Amount (Aggregated Eligibility Amount) Repair Assistance Flood Damage Approval Amount
Total Replacement Assistance Approved Amount (Aggregated Eligibility Amount)

3. Use of Data by CDBG-DR Grantees to Prevent Duplication of Benefits

This data sharing is for the purpose of determining individual benefit amounts for approved activities under a CDBG-DR action plan. This data sharing occurs after the allocation of HUD CDBG-DR grants, which historically has been six to 18 months after the disaster declaration. HUD will work directly with their CDBG-DR grantees to provide the specifications to FEMA for the data needed for the specific approved program(s). For example, most data requests from HUD to FEMA would indicate limiting criteria such as disaster survivor tenure (namely, homeowners for a homeowner rehabilitation program), geographic area the program will serve, and only those survivors receiving a specific type of FEMA benefit. FEMA will support HUD per the tenets of this CMA and provide the data described below for all survivors meeting the program requirements. This will expedite recovery for survivors, reduce duplication of benefits, and allow CDBG-DR grantees to determine benefits upon application because they have the FEMA assistance amounts immediately available to them.

FEMA will perform data analysis and generate a file for HUD to provide to the CDBG-DR grantee describing each recipient meeting the specified approved program criteria in a datafile, as listed in [Table 5](#) and [Appendix C](#), and provide this data to HUD. FEMA does not receive any return data.

HUD will provide the requested data on FEMA IHP assistance to the CDBG-DR grantee. The CDBG-DR grantee will match the FEMA assistance data to its list of grantee program

applicants to determine what FEMA awards were received by its grantee program applicants.

The CDBG-DR grantee has the responsibility to prevent the duplication of benefits using the data provided. For each grantee program applicant, the CDBG-DR grantee will use the amount of FEMA assistance received by that grantee program applicant to calculate the grantee program applicant's unmet need and calculate a maximum award amount that will prevent duplication of benefits.

This use of FEMA data is consistent with the original purpose of collection, as stated in the FEMA Disaster Recovery Assistance Files System of Records Routine Use H.1, 78 Fed. Reg. 25282 (April 30, 2013; Routine Use I.1 in the forthcoming update FEMA-008 Disaster Recovery Assistance Files System of Records).

All data sharing between HUD and CDBG-DR grantees will be subject to separate agreements between HUD and the CDBG-DR grantees that address requirements related to the use and protection of the data.

Table 5: Data Fields FEMA to Share with HUD

Data Fields
Alternate Current Contact Phone Number
SBA Referral Flag (Y/N)
Co-registrant Date of Birth
Co-registrant First Name
Co-registrant Last Name
Co-registrant Last 4 Digits of SSN
Current Contact Phone Number
Current Location
Current Mailing 5 Digit Zip Code
Current Mailing Address City
Current Mailing Address Street
Current Mailing State
Current Mailing Zip 4 Digit Extension
Damaged Dwelling Address County
Damaged Dwelling Latitude
Damaged Dwelling Longitude
Damaged Dwelling Address 5 Digit Zip Code
Damaged Dwelling Address City
Damaged Dwelling Address Street

Data Fields
Damaged Dwelling State
Damaged Dwelling Zip Code 4 Digit Extension
Dependents (Number in Household)
Destroyed Flag (Y/N)
Disaster Number
FEMA Inspection Completed (Y/N)
FEMA Registration Number
Flood Zone
Gross Income
High Water Mark Location
High Water Depth in Inches
Household Member Age
Household Member First Name
Household Member Last Name
Inspection Completion(Y/N)
Insurance Settlement Flood Amount
Insurance Settlement Other Amount
Insurance Type (Insurance Code)
NCOMP Flag (Y/N)
Owner/Renter
Personal Property Total FVL Amount (Aggregated for all PERSONAL PROPERTY FVL (one field replaces all fields related to personal property damage)
Personal Property Flood Damage FVL Amount
Primary Residence (RI) (Yes/No)
Real Property Total FVL Amount (Aggregated for all REAL PROPERTY FVL (one field replaces all fields related to real property damage)
Real Property Flood Damage FVL Amount
Registrant Date of Birth
Registrant First Name
Registrant Last 4 Digits of SSN
Registrant Last Name
Residence Type
Temporary Housing Unit (THU) – Latest Currently Licensed-in Date

Data Fields
Total Housing Assistance Approved Amount (Aggregated Eligibility Amount)
Total Housing Assistance Approved Flood Damage Amount
Total Other Assistance Approved Amount (Aggregated Eligibility Amount)
Total Other Assistance Flood Damage Approved Amount
Total Other Needs Assistance Approved Amount (Aggregated Eligibility Amount)
Total Other Needs Assistance Flood Damage Approved Amount
Total Personal Property Assistance Amount (Aggregated Eligibility Amount)
Total Personal Property Assistance Flood Damage Amount
Total Repair Assistance Approved Amount (Aggregated Eligibility Amount)
Total Repair Assistance Flood Damage Amount
Total Replacement Assistance Approved Amount (Aggregated Eligibility Amount)

C. PROJECTED START AND COMPLETION DATES

This Agreement will take effect 30 days from the date the Computer Matching Notice is published in the Federal Register. Additionally, this Agreement could yield a contrary determination depending on whether comments are received (Commencement Date). FEMA is the agency that will:

1. Transmit this Agreement to Congress,
2. Notify OMB,
3. Publish the Computer Matching Notice in the Federal Register, and
4. Address public comments that may result from publication in the Federal Register.

V. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS

As required by the Privacy Act's section 552a(o)(1)(H), HUD and FEMA agree to the following restrictions on use, duplication, and disclosure of information furnished by the other agency:

- A. Records obtained pursuant to this matching agreement will only be used for purposes expressed in this Agreement. FEMA and HUD will not use or share information under this Agreement concerning individuals who are neither applicants for, nor recipients of, that agency's own sheltering or housing assistance for any purpose. FEMA and HUD will not use the data derivatively or disclose the data internally or externally, except as provided in this Agreement, without the written consent of FEMA and HUD and consistent with all applicable legal requirements and policies. Information concerning "non-matching" individuals will not be used or disclosed by either agency for any purpose outside of this Agreement. FEMA and HUD will retire their matched data in accordance with the applicable Federal Records Retention Schedules, 44 U.S.C. § 3303a.

- B.** Records obtained for or created pursuant to this matching agreement will not be disclosed outside of either agency unless permissible or required by law or this Agreement. Each agency will obtain the permission of the other agency before making such disclosure unless such disclosure is required by law. See Routine Uses in the FEMA-008 Disaster Recovery Assistance Files, 78 Fed. Reg. 25,282 (April 30, 2013), or as amended, and HUD's IMS/PIC System of Records, 84 Fed. Reg. 11,117 (March 25, 2019).
- C.** Data or information exchanged will not be duplicated unless essential to the conduct of the matching described in this Agreement (for example, should the original file become damaged or for backup contingency purposes). All stipulations in this Agreement will apply to any duplication.
- D.** If disclosing these records to any entity, including a government contractor, to accomplish identification of duplication of benefits, each agency will obtain the written agreement of that entity to abide by the terms of this Agreement and, as necessary, enter into a separate computer matching agreement(s).
- E.** Each agency will keep an accounting of disclosures of an individual's record, as required by 5 U.S.C. § 552a(c) and make the accounting available upon request by the individual or other agency.
- F.** FEMA and HUD employees, contractors, and agents who access, use, or disclose FEMA and/or HUD data for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

VI. NOTICE PROCEDURES

The Privacy Act's section 552a(o)(1)(D) requires CMAs to specify procedures for notifying applicants/recipients at the time of application and other periodic notice, as directed by the Data Integrity Board (DIB) of such agency (subject to guidance provided by the Director of OMB pursuant to section 552a(v)), to applicants for and recipients of financial assistance or payments under federal benefit programs. Notice will be provided in English and Spanish and include a tagline in the major languages of the limited English population, indicating how information is available in other languages.

As noted under Section IV.A. of this Agreement, FEMA and HUD have both published SORNs informing the public that applicants'/recipients' information may be subject to verification through matching programs. As further required by the Privacy Act, FEMA and HUD will make a copy of this Agreement available to the public upon request, and it will be published on the agencies' public-facing websites.

A. FEMA APPLICANTS

FEMA Form 009-0-1, "Paper Application/Disaster Assistance Registration," FEMA Form 009-0-3, "Declaration and Release" (both contained in OMB ICR No. 1660-0002), FEMA Form 140-003d-1, "Authorization for the Release of Information Under the Privacy Act" (contained in OMB ICR 1660-0001), and various other forms used for financial assistance benefits immediately following a declared disaster, use a Privacy Act notice, 5 U.S.C. § 552a(e)(3), to provide notice to applicants regarding the use of their information. The Privacy

Act notice is read to applicants by FEMA call center employees and displayed to applicants applying online for them to review and agree to its terms. Also, FEMA Form 009-0-3 requires the applicant's signature to receive financial assistance.

Additionally, FEMA provides notice via the DHS/FEMA Privacy Impact Assessment, FEMA/PIA-049 Individual Assistance (IA) Program (January 12, 2018), and the FEMA-008 Disaster Recovery Assistance Files System of Records, 78 Fed. Reg. 25,282 (April 30, 2013), which includes Routine Use R (Routine Use S under forthcoming update to FEMA-008 Disaster Recovery Assistance Files System of Records) that permits FEMA to inform individuals that a computer match may be performed to provide disaster assistance.

B. HUD RECIPIENTS

HUD Forms 9886 (Authorization for Release of Information/Privacy Act Notice), 50058 (Family Report), and 50059 (Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures), which are used to collect the information contained in the IMS and TRACS data systems subject to this Agreement, use a Privacy Act statement, 5 U.S.C. § 552a(e)(3), to provide notice to applicants regarding the use of their information. All recipients of HUD assistance receive this notice and are informed that the information they provide may be used to monitor compliance, participate in income matching, and detect fraud.

HUD provides notice via the HUD/PIA-TRACS (August 6, 2020), the HUD/PIA-IMS (January 14, 2021), and the HUD/PIA-EIV (October 5, 2017). HUD also provides notice via the following SORNs: IMS/PIC, 84 Fed. Reg. 11,117 (March 25, 2019); EIV, HUD/PIH-5, 74 Fed. Reg. 45,235 (September 1, 2009); and TRACS, 81 Fed. Reg. 56,684 (August 22, 2016).

VII. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST

A. GENERAL

The Privacy Act's section 552a(o)(1)(E) requires that each CMA outline procedures for verifying information produced in the matching program, as required by 5 U.S.C. § 552a(p). This subsection requires agencies to independently verify the information produced by a matching program and to provide the individual an opportunity to contest the agency's findings, before an adverse action is taken against the individual, because of the match. Subsequent amendments and regulations allow for an agency to authorize a waiver of independent verification procedures when it finds a high degree of confidence in the accuracy of the data. See OMB's "Final Guidance Interpreting the Provisions of P.L.100-503, the Computer Matching and Privacy Protection Act," Sec. 6.g. Providing Due Process to Matching Subjects, 54 Fed. Reg. 25, 826, (June 19, 1989).

FEMA will be responsible for ensuring that FEMA data is current and accurate when provided to HUD. HUD will be responsible for ensuring that HUD data is current and accurate when provided to FEMA.

B. FEMA VERIFICATION PROCEDURES

1. A "FEMA authorized user" is any person that has access to the IA system, formerly known as NEMIS-IA, and can view the data associated with duplication of benefits.

2. FEMA may not deny, terminate, or make a final decision of any temporary housing assistance to an individual, or take other adverse action against such individual as the result of the information produced by this matching program, until an officer or employee of FEMA has independently verified such information and the individual has had an opportunity of no less than 30 days from the date of the notice, per 5 U.S.C. § 552a(p)(1)(C)(ii), to contest the agency's findings. For more information on the opportunity to contest, refer to Section VII.D.
3. FEMA, at a minimum, will independently verify the information produced by the matching program by (1) validating the automated match using the case file for the applicant, (2) reviewing confirmed information, (3) determining the period or periods when the individual received housing assistance, preventing receipt of secondary assistance, and (4) contacting HUD as applicable, for additional information before denying assistance based on data received from this matching program. Specifically, FEMA may ask HUD (a) what form of HUD assistance was provided to the applicant, and (b) whether the housing provider is currently providing HUD or FEMA assistance to the applicant either directly or indirectly.
4. As such, denial of benefits will not be predicated on the result of an initial match between systems. Denial of benefits will be determined by a federal employee validating the benefit information in the FEMA or HUD systems, as applicable, and only after the applicant has been provided notice and an opportunity to contest the FEMA decision to deny benefits.
5. Individuals with questions regarding their data will be referred to the federal agency that served as the source of the data for the matching process. Matches based on data initially provided by FEMA will be handled by FEMA's IA Office.

C. HUD VERIFICATION PROCEDURES

1. A "HUD authorized user" is a HUD employee or CDBG-DR grantee and its authorized users (including authorized subrecipients and contractors) who need access to the matched data to perform their official duties in connection with the uses of the data authorized in this Agreement.
2. HUD authorized users will not make any benefit determinations based on the results of this matching program. If an individual is found to be receiving benefits through HUD rental assistance programs specified in Section IV.B. of this Agreement, in addition to receiving benefits through FEMA assistance programs specified in Section IV.A. of this Agreement, then FEMA will be responsible for adjusting the level of assistance provided, in accordance with the procedures in Section VII.B.
3. If an individual is found to be receiving benefits through HUD's CDBG-DR grants, in addition to receiving benefits through FEMA assistance programs specified in Section IV.A., then the CDBG-DR grantee will be responsible for addressing duplication of benefits noncompliance. See Section VII.E. for information about CDBG-DR grantees.
4. HUD must provide individuals an opportunity of no less than 30 days from the date of the notice, per 5 U.S.C. § 552a(p)(C)(ii), to contest any HUD findings based upon survivor/registrant PII shared under this Agreement before any adverse action can be taken

against the affected individuals. In these instances, HUD will direct the affected individuals to the Records Access Procedures Section in the Disaster Recovery Assistance (DRA) SORN to correct any inaccurate information.

5. Individuals with questions regarding their data will be referred to the federal agency that served as the source of the data for the matching process. Accordingly, matches based on data initially provided by HUD will be handled by HUD's Real Estate Assessment Center (REAC) Office within the Office of Public and Indian Housing (PIH).

D. NOTICE AND OPPORTUNITY TO CONTEST

All individuals subject to data matching under this Agreement must first be provided written notice identifying the portion of their application that was denied based on the data match, relevant law requiring the data match, the agencies involved in the data match, the existence of this Agreement, the processes for contesting data mismatches before adverse actions, and anti-discrimination protections.

As required by the Privacy Act's section 552a(p), HUD and FEMA will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for, or a recipient of, assistance based on data disclosed from records covered by this agreement until the individual is notified in writing of the potential adverse action and provided an opportunity to contest the planned action. "Adverse action" means any action resulting in a termination, suspension, reduction, recoupment, or final denial of eligibility, payment, or benefit. The applicant will follow the current process for response as detailed in the written notice or letter.

To enable rapid response and resolution, FEMA and HUD telephone numbers will be provided for use in the event of a dispute including contesting failed identity verification through a commercial identity provider. HUD and/or FEMA will respond to these calls as soon as reasonably possible, and when requested, in writing.

E. CDBG-DR GRANTEE USE OF DATA

CDBG-DR grantees will use FEMA data received from HUD for planning and to market the use of grant funds. CDBG-DR grantees will use matched data to prevent the duplication of benefits by reviewing applications for CDBG-DR assistance and making determinations that CDBG-DR benefits provided to CDBG-DR grantee program applicants are not duplicative of assistance that the grantee program applicants already received from FEMA. CDBG-DR grantees are required to present their "action plans" (plans describing the use of all CDBG-DR funds) and their plans describing citizen participation. They are required to address any citizen complaints in a timely manner. CDBG-DR grantees will establish their own procedures for verifying the matched FEMA data and for allowing individuals to contest benefit determinations.

VIII. DISPOSITION AND RECORDS RETENTION OF MATCHED ITEMS

As required by the Privacy Act's section 552a(o)(1)(F):

- A. FEMA will retain data received from HUD under this Agreement only for the processing times required for the applicable federally funded benefit programs to verify data and will then destroy all such data immediately after verification.

- B. HUD and CDBG-DR grantees will retain data received from FEMA under this Agreement only for the processing times required for federal agencies overseeing applicable federally funded benefit programs and CDBG-DR grantees to verify data and will then destroy all such data immediately after verification. For CDBG-DR grantees, this processing time will be until grant closeout; FEMA data not used by CDBG-DR grantees will be deleted after application processing is completed.
- C. An exception applies if the information is required for evidentiary reasons; in which case, the information will be destroyed upon completion of the criminal, civil, or administrative actions and cases.
- D. Any paper-based documentation used to determine whether a record was matched in the other agency's system and any documentation that was prepared for, provided to, or used to determine final benefit status will be destroyed by shredding, burning, or electronic erasure of the subject information according to the proper records retention schedules. Other identifiable records that may be created by each agency during the investigation will be destroyed as soon as they have served the matching program's purpose pursuant to records retention requirements established in conjunction with the National Archives and Records Administration (NARA). For electronic matches, electronic records will be housed in FEMA's IA system, formerly known as NEMIS-IA, and HUD's IMS/PIC database and retained with and according to the appropriate DRA records retention schedule determined by NARA.

IX. RECORDS ACCURACY ASSESSMENTS

Information regarding assessments that have been made on the accuracy of the records are required by the Privacy Act's section 552a(o)(1)(J). To apply for assistance via the online portal, a FEMA applicant must provide his or her name, address, SSN, and date of birth, which are sent to a commercial database provider to perform identity verification. However, in the instances where the FEMA applicant's identity is not verified online, applicants must call one of the FEMA call centers to complete their registration. After the application is completed, the identity verification process is attempted again.

The FEMA applicant may also choose to complete identity verification by calling one of the FEMA call centers (rather than complete it online). If a FEMA applicant fails the identity verification during the call to the FEMA call center, the operator can manually override the failure to complete the FEMA applicant's registration. However, the FEMA applicant must provide proof of identity verification before any benefits eligibility can be determined.

The FEMA applicant will receive notification of failed identity verification from FEMA via mail or electronic correspondence if they have selected that form of communication during the registration process. FEMA provides notifications as soon as possible and does not have a fixed notice timeline or response time for the applicant. If the FEMA applicant can provide proof of identity verification, the benefits eligibility process continues. However, if the FEMA applicant cannot successfully resolve the identity verification failure, the individual will be deemed ineligible for FEMA benefits.

HUD and FEMA agree to take all reasonable steps to ensure that the information they respectively provide toward the match are accurate to the degree that it will reasonably assure fairness in

determinations made based on the record. However, HUD and FEMA both understand and agree to instruct users of the matched data that the information provided does not conclusively establish the individual's participation or eligibility for HUD or FEMA assistance and that HUD or FEMA, depending on who is using the data for determining program eligibility, will collect additional information before adjusting benefits or denying assistance based on the data received from the match.

X. SECURITY PROCEDURES

As required by the Privacy Act's section 552a(o)(1)(G), HUD and FEMA agree to the following information security procedures.

A. ADMINISTRATIVE SAFEGUARDS

FEMA and HUD will comply with the existing and future requirements set forth by the Privacy Act; 44 U.S.C. § 3551 *et seq.*; related OMB circulars and memoranda such as Circular A-130, Managing Information as a Strategic Resource (July 28, 2016); National Institutes of Standards and Technology (NIST) standards; and the Federal Acquisition Regulations (FAR), including any applicable amendments published after the effective date of this Agreement. These laws, directives, and regulations include requirements for safeguarding federal information systems and PII used in federal agency business processes as well as related reporting requirements.

Specifically, Federal Information System Modernization Act of 2014 (FISMA; 44 U.S.C. § 3551 *et seq.*) requirements apply to all federal contractors, organizations, or entities that possess or use federal information, or that operate, use, or have access to federal information systems on behalf of an agency. Both FEMA and HUD will ensure that their authorized users will receive training to ensure proper information security and privacy protections are adhered to in a manner consistent with this Agreement.

Accordingly, FEMA and HUD will restrict access to the data matched, and to any data created by the match, to only those users authorized under this Agreement. Further, FEMA and HUD will advise anyone given access to the data matched, and to any data created by the match, of the confidential nature of the data and the safeguards required to protect the data. FEMA and HUD will also notify such authorized users of the civil and criminal sanctions for noncompliance contained in the applicable federal laws.

B. TECHNICAL SAFEGUARDS – MANUAL DATA SHARING

1. HUD and FEMA will advise all individuals with access to the survivor/registrant PII about the confidential nature of the information, the safeguard requirements of this Agreement, and the criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of survivor/registrant PII covered by this Agreement.
2. HUD will employ appropriate technical, physical, and administrative safeguards to secure all FEMA survivor/registrant PII shared under this Agreement, whether in physical or electronic form, only in places and in a manner that is safe from access by unauthorized persons or for unauthorized use.
3. HUD and FEMA will ensure compliance with applicable law including but not limited to FISMA and associated NIST standards.

4. HUD will ensure that any cloud-based system that stores, analyzes, processes, or uses FEMA PII an Authority to Operate (ATO) approved by the Federal Risk and Authorization Management Program (FedRAMP).
5. HUD will ensure that every IT system that stores, analyzes, processes, or uses FEMA PII, regardless of configuration or location, undergoes routine cybersecurity scans and has a valid ATO. HUD hereby agrees to provide ATO artifacts, including such scan results, upon FEMA's request.
6. HUD will limit access to survivor/registrant PII provided by FEMA only to HUD personnel who are administering disaster assistance to survivor/registrants on behalf of HUD.
7. HUD and FEMA understand the personal and confidential nature of the survivor/registrant PII and agrees that they will comply with all applicable laws, regulations, policies, and provisions of this Agreement to protect the confidentiality of survivor/registrant PII. HUD and FEMA understand that they are responsible for any privacy incidents concerning survivor/registrant PII within their possession and/or control.

C. PHYSICAL SAFEGUARDS

Physical records are not typically created as part of this process.

D. ON-SITE INSPECTIONS

HUD and FEMA may make on-site inspections of each other's recordkeeping and security practices or make provisions beyond those in this Agreement to ensure the adequate safeguarding of records exchanged.

XI. MONITORING AND COMPLIANCE

FEMA and HUD agree that each agency may monitor compliance with the terms of this Agreement, including all privacy protections and non-discrimination requirements described below. Both agencies have the right to monitor and review (1) transactions conducted pursuant to this Agreement, (2) the use of information obtained pursuant to this Agreement, and (3) policies, practices, and procedures related to this Agreement. Both agencies have the right to make onsite inspections to audit compliance with this Agreement for the duration or any extension of this Agreement. FEMA and HUD will cooperate to ensure the success of each agency's monitoring and compliance activities.

XII. NON-DISCRIMINATION

Any action by HUD or FEMA required or permitted under this Agreement must be conducted in a manner that does not discriminate against an individual based on national origin, race, color, sex, religion, or disability in accordance with section 705 of the Homeland Security Act of 2002, Pub. L. No. 107-296; section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, and agency implementing regulations at 6 C.F.R. part 15 and 24 C.F.R. part 8 (as applicable). Section 308 of the Stafford Act, 42 U.S.C. § 5151, also prohibits discrimination based on age, English proficiency, or economic status. HUD's CDBG-DR grantees must comply with fair housing and nondiscrimination obligations in their use of CDBG-DR funds, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., the Fair Housing Act, 42 U.S.C. 3601 – 19, section

504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 et seq., and section 109 of the HCDA, 42 U.S.C. 5309.

In fulfilling their obligations under Executive Order 13,166, “Improving Access to Services for Persons with Limited English Proficiency,” 65 Fed. Reg. 50,121 (Aug. 16, 2000), FEMA and HUD will take reasonable steps to provide persons with limited English proficiency (LEP) with meaningful access to federally conducted programs and activities including services and benefits. Meaningful access includes providing timely language assistance services to ensure effective communication with persons with LEP and providing language services that are sufficient to provide the same level of access to services received by persons without LEP. Language assistance services may be oral and written and must be provided at no charge to the individual. Vital documents, including notices relating to consent, verification of status, and contesting verification failures should be translated. HUD’s CDBG-DR grantees shall comply with requirements related to LEP in CDBG-DR Federal Register notices governing CDBG-DR grants.

In accordance with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, and related agency implementing regulations, FEMA and HUD will provide accommodations to individuals with disabilities to ensure effective communication, including, as applicable, providing qualified sign language interpreters, providing accessible electronic and information technology, and producing notices and publications in alternate formats at no charge to the individual. Persons with disabilities that may require accommodation and provision of alternative communication methods to ensure effective communication include persons who are deaf or hard of hearing, persons with vision impairments, and persons with psychiatric and/or developmental disabilities. HUD’s CDBG-DR grantees will comply with section 504 requirements made applicable by section 109 of title I of the Housing and Community Development Act of 1974 and implementing regulations (24 C.F.R. part 8, subpart C).

XIII. INCIDENT REPORTING AND NOTIFICATION RESPONSIBILITIES

- A.** FEMA and HUD agree to report and track incidents in accordance with the most current, final version of NIST Special Publication 800-61. Upon detection of an incident related to this interconnection, the agency experiencing the incident will promptly notify the other agency’s System Security Contacts below.
 1. FEMA will promptly notify the following contact at HUD simultaneously:
HUD National Help Desk 1-888-297-8689.
 2. HUD will promptly notify the following contact at FEMA simultaneously:
Information System Security Officer (ISSO), DAIP, Recovery Technology Programs Division (RTPD) Product Delivery 2 Branch Chief, Melissa Northern, melissa.northern@fema.dhs.gov, (202) 615-3924.
- B.** If the federal agency experiencing the incident is unable to speak with the other federal agency’s System Security Contacts within one hour, or if contacting the System Security Contact is not practical (for example: outside of normal business hours), then the following contact information will be used.

1. FEMA Security Operations Center (SOC): (540) 542-4762 or FEMA Helpdesk: 1-888-457-3362
 2. HUD Help Desk: (202) 708-3700
- C. If either FEMA or HUD experience a potential or actual exposure of PII provided under the terms of this Agreement, the federal agency that experienced the incident will also comply with the PII breach reporting and security requirements set forth by OMB M-17-12, "Preparing for and Responding to a Breach of personally identifiable information," (January 3, 2017) and its agency breach response plan. Upon detection of potential exposure of PII related to this Agreement, the agency experiencing the potential breach will promptly notify the other agency's Privacy Office contacts below.
1. FEMA Privacy Office: (202) 212-5100 or FEMA-Privacy-Incidents@fema.dhs.gov.
 2. For security breaches, contact HUD National Help Desk at 1-888-297-8689.
- D. Neither HUD nor FEMA will be liable for any cause of action arising from the possession, control, or use of survivor/registrant PII by an entity other than HUD or FEMA, or for any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use of survivor/registrant PII.
- Nothing in this Agreement will be construed as a waiver of sovereign immunity against suits by third persons against a state or local government.
- Notwithstanding any rights that may be available under the legal authorities referenced in this Agreement, this Agreement itself is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.
- E. FEMA and HUD agree to notify all System Security Contacts named in this Agreement as soon as possible, but no later than one hour, after the discovery of a suspected or confirmed breach involving PII. The agency that experienced the incident will also be responsible for following its internal established procedures including:
1. Notifying the proper organizations such as the United States Computer Emergency Readiness Team (US-CERT), the ISSOs, and other contacts listed in this document,
 2. Conducting a breach and risk analysis and determining the need for notice and/or remediation to individuals affected by the loss, and
 3. Providing such notice and credit monitoring to the affected individuals at no cost to the other agency if the analysis, conducted by the agency having experienced the incident, indicates that individual notice and credit monitoring are appropriate.
- F. In the event of any incident arising from or in connection with this Agreement, each Agency will be responsible only for costs and litigation arising from a breach of the Agency's own systems or data. FEMA is responsible only for costs and litigation associated with breaches to FEMA systems or data, and HUD is responsible only for breaches associated with HUD system or data.

FEMA will not be liable to HUD or to any third person for any cause of action arising from the possession, control, or use by HUD of survivor/registrant PII, or for any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use of survivor/registrant PII.

HUD will not be liable to FEMA or to any third person for any cause of action arising from the possession, control, or use by FEMA of applicant PII, or for any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use of survivor/registrant PII.

Nothing in this section should be construed as a waiver of sovereign immunity against suits by third persons.

XIV. COMPTROLLER GENERAL ACCESS

FEMA and HUD authorize the Comptroller General of the United States (the Government Accountability Office [GAO]), upon request, to have access to all HUD and FEMA records that are subject to, and necessary to monitor or verify compliance with, this Agreement, in accordance with 5 U.S.C. § 552a(o)(1)(K). This Agreement also authorizes the Comptroller General to inspect any records used in the matching process that are covered by this Agreement pursuant to 31 U.S.C. § 717 and 5 U.S.C. § 552a(b)(10).

XV. DURATION OF AGREEMENT

A. EFFECTIVE DATE OF THE AGREEMENT

1. This Agreement will become effective, and matching may commence, under this Agreement thirty days after notice of the matching program described in this CMA has been published in the Federal Register.
2. FEMA and HUD will report the matching program to OMB and Congress for their advanced review and, upon completion of OMB's advanced review, publish the matching notice in the Federal Register for 30 calendar days as required by 5 U.S.C. §§ 552a(e)(12), (o)(2)(A), and (r), and OMB Circular A-108, *Federal Agency Responsibilities for Review, Reporting, and Publication under the Privacy Act*, 81 Fed. Reg. 94424 (Dec. 23, 2016).
3. This Agreement will remain in effect for a period not to exceed 18 months.

B. RENEWAL OF THE AGREEMENT

Pursuant to 5 U.S.C. § 552a(o)(2)(D), this Agreement may be extended for one 12-month period upon mutual agreement by FEMA and HUD, and if the renewal occurs within three months of its expiration date. Renewals are subject to the requirements of the Privacy Act including certification by FEMA and HUD to the responsible DIB that:

1. The matching program will be conducted without change, and
2. The matching program has been conducted in compliance with the original Agreement.

C. TERMINATION OF THE AGREEMENT

This Agreement will terminate when the purpose of the computer match has been accomplished, or after 18 months from the effective date of the Agreement, unless extended

under Section XV.B. of this Agreement, without notice from either Party; whichever comes first. This Agreement may also be terminated, nullified, or voided by either FEMA or HUD if:

1. Either Party violates the terms of this Agreement,
2. HUD or its authorized users misuse or improperly handle the data provided by FEMA,
3. FEMA or its authorized users misuse or improperly handle the data provided by HUD,
4. FEMA and HUD mutually agree to terminate this Agreement prior to its expiration after 18 months, or
5. Either agency provides the other with 30 days written notice.

XVI. DATA INTEGRITY BOARD REVIEW AND APPROVAL

HUD and FEMA's DIBs will review and approve this Agreement prior to the implementation of this matching program. Disapproval by either DIB may be appealed in accordance with the provisions of the Computer Matching and Privacy Protection Act of 1988, as amended. Further, the DIBs will perform an annual review of this matching program. HUD and FEMA agree to notify the Chairs of each DIB of any changes to or termination of this Agreement.

This Agreement may be modified only by mutual consent of both FEMA and HUD and approval of the respective DIBs. Any modifications must be in writing and satisfy the requirements of the Privacy Act and the requirements set forth in OMB Guidelines on the Conduct of Matching Programs, 54 Fed. Reg. 25,818 (June 19, 1989).

XVII. POINTS OF CONTACT

HUD	FEMA
U.S. Department of Housing and Urban Development, Office of Policy Development and Research Todd Richardson, General Deputy Assistant Secretary 451 Seventh Street SW, Room 8106 Washington, DC 20410 Tel: (202) 402-5706 Email: todd.m.richardson@hud.gov	U.S. Department of Homeland Security, Federal Emergency Management Agency, Individual Assistance Division, Recovery Directorate Matthew D. Redding, Deputy Director for Individual Assistance 500 C Street SW, Washington, DC 20479 Tel: (202) 212-7657 Email: matthew.redding@fema.dhs.gov

XVIII. APPROVALS AND SIGNATURES**FEDERAL EMERGENCY MANAGEMENT AGENCY**

The signatories below warrant and represent that they have the competent authority to approve the model of this Agreement and enter the obligations set forth in this Agreement, on behalf of FEMA.

Anne Bink
 Associate Administrator
 Office of Response and Recovery
 Federal Emergency Management Agency

1/27/22_____
 Date


FEMA's DIB has reviewed this CMA and has found it in compliance with the provisions of the Privacy Act, as amended by the Computer Matching Privacy and Protection Act of 1988 and the Computer and Matching and Privacy Protections Amendments of 1990.

Lynn Parker Dupree
 Chief Privacy Officer
 Data Integrity Board Chair
 U.S. Department of Homeland Security

 Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

The signatories below warrant and represent that they have the competent authority to approve the model of this Agreement and enter the obligations set forth in this Agreement, on behalf of HUD.




Todd Richardson
 General Deputy Assistant Secretary,
 Office of Policy Development and Research,
 U.S. Department of Housing and Urban Development

January 26, 2022

 Date

HUD's DIB has reviewed this Agreement and has found it in compliance with the provisions of the Privacy Act, as amended by the Computer Matching Privacy and Protection Act of 1988 and the Computer and Matching and Privacy Protections Amendments of 1990.



Nancy Corsiglia
 Senior Agency Official for Privacy
 U.S. Department of Housing and Urban Development

January 26, 2022

 Date

Appendix A. Emergency Sheltering and FEMA Housing Assistance Data Matching Data Fields

Data for transition of HUD housing recipients from emergency sheltering or FEMA housing assistance back into HUD-assisted housing for HUD housing recipients whose homes are uninhabitable due to a declared disaster or emergency with Individual Assistance authorized.

HUD will share the following data fields with FEMA:

Data Fields
Co-recipient First Name
Co-recipient Last Name
Co-recipient Date of Birth
Co-recipient Last 4 digits of SSN
Recipient First Name
Recipient Last Name
Recipient Date of Birth
Recipient Street Address
Recipient State
Recipient City
Recipient County
Recipient Address 5 Digit Zip Code
Recipient Last 4 digits of SSN
Number of Household Members
HUD Program Code* PROGRAM TYPE H1 - Section 8 (Multifamily) H4 - Section 236 (Multifamily) H7 - 202/PRAC (Multifamily) H8 - 811/PRAC (Multifamily) P - Public Housing PBV - Project Based Voucher TBV - Tenant Based Voucher HV - Homeownership Voucher CE - Certificate MR - Mod Rehab
HUD Rehoused (Y/N/ Unknown)
HUD Project Code
HUD Public Housing Agency (PHA) Code
HUD Date of Recertification

FEMA will share the following data fields with HUD:

Data Fields
Access and Functional Needs (Y/N)
Applicant Alternate Phone Number
Applicant Current Phone Number
Applicant Date of Birth
Applicant Email Address
Applicant Last, First Name
Applicant Last 4 Digits of SSN
Applicant Registration Number
Co-applicant Date of Birth
Co-applicant Last, First Name
Co-applicant Last 4 digits of SSN
Co-applicant Current Phone Number
Current Location (as identified in applicant registration and applicant information screen)
Current Mailing Address 5 Digit Zip Code
Current Mailing Address City
Current Mailing Address County
Current Mailing Address Street
Current Mailing Address State
Damaged Address City
Damaged Address 5 Digit Zip Code
Damaged Address Zip Code 4 Digit Extension
Damaged Address County
Damaged Address Street
Damaged Address State
Damaged Dwelling Latitude
Damaged Dwelling Longitude
Disaster Number
Household Member Age (Age range) Under 5 years 5 to 17 years 18 to 64 years 65 and above
Number of Household Members
Current Hotel Address
Current Hotel City
Current Hotel County
Current Hotel Name
Initial Rental Assistance Approved Date

Data Fields
Direct Housing First Licensed-in Date (FEMA's authority to allow an applicant to reside in a Direct Housing Unit)
Last Continued Temporary Housing Assistance Date

Appendix B. CDBG-DR Grants Allocation Formulation and CDBG-DR Awardee Planning and Marketing Data Fields

Appendix B is for the second purpose of the CMA. The data below will be used by HUD to calculate unmet needs for awarding HUD's CDBG-DR grants. HUD performs a complex grants formulation process using registrant level data from FEMA and the Small Business Administration (SBA) to generate its CDBG-DR grants allocations and figures estimating unmet disaster needs for OMB and Congress.

Specifically, these data are used to calculate the number homes and cost for those homes to recover that are not covered by FEMA, insurance, or SBA assistance for (i) owner-occupied properties likely suffering serious damage and lacking adequate resources for the damage incurred and (ii) renter-occupied properties likely suffering serious damage and occupied by very low-income tenants. Registrant identification data are needed for comparing to SBA data. Address is needed to reduce duplication when multiple disasters strike the same area and to ensure accuracy with determining grant amounts for local government allocations.

After HUD has calculated grant award allocations to CDBG-DR awardees, HUD will enter into a data sharing agreement with CDBG-DR awardees and provide the data used for making the grant awards allocation to the applicable CDBG-DR awardees so that the CDBG-DR awardee can do planning and market their programs. These data will not be used for determination of individual benefits.

FEMA will share the following data fields with HUD:

Data Fields
Small Business Administration (SBA) HAPP Referral Flag (Y/N)
Census Block Group ID (if applicable)
Damaged Address Street
Damaged Address City
Damaged Address County
Damaged Address State
Damaged Address 5 Digit Zip Code
Damaged Address Zip Code 4 Digit Extension
Damaged Dwelling Latitude
Damaged Dwelling Longitude
Cause(s) of Damage from Inspection
Current Mailing Address 5 Digit Zip Code
Current Mailing Address City
Current Mailing Address Street
Current Mailing State
Current Mailing Zip Code 4 Digit Extension
Dependents (Number in Household)
Destroyed Flag (Y/N)
Disaster Number
FEMA Registration Number

Data Fields
Flood Zone
High Water Mark Location
High Water Depth in inches
Habitability Repairs Required (Y/N)
Gross Income (as reported at Registration)
Insurance Types (Insurance Code)
Level of Damage
Non-Compliant with Flood Insurance Requirement (NCOMP) Flag (Y/N)
Owner/Renter
Personal Property Total FEMA Verified Loss (FVL) Amount Personal Property Flood Damage FVL amount
Real Property Total FVL Amount (Aggregated for all REAL PROPERTY FVL (one field replaces all fields related to real property damage)
Real Property Flood Damage FVL Amount
Residence Type
Total Personal Property Assistance Approved Amount (Aggregated Eligibility Amount) Personal Property Assistance Flood Damage Approved Amount
Total Repair Assistance Approved Amount (Aggregated Eligibility Amount) Repair Assistance Flood Damage Approval Amount
Total Replacement Assistance Approved Amount (Aggregated Eligibility Amount)

Appendix C. CDBG-DR Grantee Data Fields

Appendix C is for the third purpose of the CMA. HUD will request data from FEMA on an as-needed basis to share with CDBG-DR grantees. The CDBG-DR grantees will use these data to prevent the duplication of benefits by reviewing applications for CDBG-DR assistance and making determinations that CDBG-DR benefits provided to CDBG-DR grantee program applicants are not duplicative of assistance that the grantee program applicants already received from FEMA. All data sharing from HUD to CDBG-DR grantees will occur in accordance with agreements between HUD and the CDBG-DR grantees that address requirements related to the use and protection of the data. FEMA will support HUD by providing data analysis and FEMA assistance data to HUD.

HUD Data Request to FEMA. Based on individual CDBG-DR grantee approved Action Plan, HUD will request to FEMA on an as-needed basis the subset of household data needed by the CDBG-DR grantee to implement their specified program(s).

FEMA Data to HUD. HUD, in turn, will share with its grantee by separate Agreement.

FEMA will share the following data fields with HUD:

Data Fields
Alternate Current Contact Phone Number
SBA Referral Flag (Y/N)
Co-registrant Date of Birth
Co-registrant First Name
Co-registrant Last Name
Co-registrant SSN
Current Contact Phone Number
Current Location
Current Mailing 5 Digit Zip Code
Current Mailing Address City
Current Mailing Address Street
Current Mailing State
Current Mailing Zip 4 Digit Extension
Damaged Dwelling Address County
Damaged Dwelling Latitude
Damaged Dwelling Longitude
Damaged Dwelling Address 5 Digit Zip Code
Damaged Dwelling Address City
Damaged Dwelling Address Street
Damaged Dwelling State
Damaged Dwelling Zip Code 4 Digit Extension

Data Fields
Dependents (Number in Household)
Destroyed Flag (Y/N)
Disaster Number
FEMA Inspection Completed (Y/N)
FEMA Registration Number
Flood Zone
Gross Income
High Water Mark Location
High Water Depth in Inches
Household Member Age
Household Member First Name
Household Member Last Name
Inspection Completion(Y/N)
Insurance Settlement Flood Amount
Insurance Settlement Other Amount
Insurance Type (Insurance Code)
NCOMP Flag (Y/N)
Owner/Renter
Personal Property Total FVL Amount (Aggregated for all PERSONAL PROPERTY FVL (one field replaces all fields related to personal property damage)
Personal Property Flood Damage FVL Amount
Primary Residence (RI) (Yes/No)
Real Property Total FVL Amount (Aggregated for all REAL PROPERTY FVL (one field replaces all fields related to real property damage)
Real Property Flood Damage FVL Amount
Registrant Date of Birth
Registrant First Name
Registrant Last 4 Digits of SSN
Registrant Last Name
Residence Type
Temporary Housing Unit (THU) – Latest Currently Licensed-in Date
Total Housing Assistance Approved Amount (Aggregated Eligibility Amount)
Total Housing Assistance Approved Flood Damage Amount

Data Fields

Total Other Assistance Approved Amount (Aggregated Eligibility Amount)

Total Other Assistance Flood Damage Approved Amount

Total Other Needs Assistance Approved Amount (Aggregated Eligibility Amount)

Total Other Needs Assistance Flood Damage Approved Amount

Total Personal Property Assistance Amount (Aggregated Eligibility Amount)

Total Personal Property Assistance Flood Damage Amount

Total Repair Assistance Approved Amount (Aggregated Eligibility Amount)

Total Repair Assistance Flood Damage Amount

Total Replacement Assistance Approved Amount (Aggregated Eligibility Amount)

(END EXHIBIT G)

EXHIBIT H
SBA DATA SHARING MEMORANDUM OF UNDERSTANDING

APPROVED: _____

Memorandum of Understanding
Between the
U.S. Small Business Administration
and
Sarasota County

I. PURPOSE

The purpose of this Memorandum of Understanding (“MOU” or “Agreement”) is to establish procedures by which the U.S. Small Business Administration (“SBA”) may exchange data, subject to the Privacy Act, with Sarasota County. The exchange of this information is important to avoid a duplication of benefits for individuals and businesses receiving assistance under federal disaster DR-4673.

II. BACKGROUND

On September 24, 2022, a Presidential Major Disaster Declaration was declared, as requested by Governor DeSantis of Florida in response to Hurricane Ian. As a result of this declaration SBA can make direct loans available through its disaster loan program to disaster survivors for uncompensated home and business losses.

Sarasota County manages the Community Development Block Grant – Disaster Recovery from the U.S. Department of Housing and Urban Development.

The purpose of this program is to provide assistance to Hurricane Ian survivors and to support the unmet long-term recovery efforts.

Sarasota County is a recipient of the Community Development Block Grant – Disaster Recovery from the U.S. Department of Housing and Urban Development (HUD). HUD is awarding the County \$201.5 million for disaster recovery related to Hurricane Ian. The County will be required to conduct an unmet needs assessment and submit an Action Plan to HUD before funds can be received.

As outlined in this agreement, SBA is providing loan information to Sarasota County on applicants/borrowers that applied for SBA disaster loan assistance under disaster DR-4673 for the purpose of avoiding a duplication of benefit (DOB).

III. AUTHORITY

The legal authority for sharing this information is § 312(a) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), which authorizes agencies to ensure that assistance provided by each is not duplicated by another source.

EXHIBIT H
SBA DATA SHARING MEMORANDUM OF UNDERSTANDING

SBA provides its disaster assistance loan programs under the authority of section 7(b) of the Small Business Act (15 U.S.C. § 636 (b)).

IV. ROLES AND RESPONSIBILITIES

A. SBA will:

1. Provide the information listed in Appendix A regarding home and business disaster loan applicants from the federal disaster declaration DR-4673.
2. As applicable and upon request, provide individual business borrower data for the data fields listed in Attachment A for the requested SBA borrowers under federal disaster DR-4673. By submitting such a request, Sarasota County will be confirming that the requested borrowers have also applied for program funds and have agreed to allow SBA to share their SBA business disaster loan application information with Sarasota County.
3. Provide a point of contact person to facilitate communication between SBA and Sarasota County.

B. Sarasota County will:

1. Provide SBA with a listing of grant/loan recipients, including the amount of award, the disaster damaged address, what the funds are for and other unique identifier, if available (SBA Application Number, FEMA Registration Number, etc.) Data will be sent upon request from SBA, no more than once per quarter or as agreed upon by both parties.
2. Provide a point of contact person to facilitate communication between Sarasota County and SBA.

V. POINTS OF CONTACT

SBA

Alejandro Contreras
Director, Disaster Lending Communication and
Coordination Division
409 3rd Street SW
Washington, DC 20416
(202) 309-3345
alejandro.contreras@sba.gov

Sarasota County

Laurel Varnell
Program Manager
Office of Financial Management
1660 Ringling Blvd, 3rd Floor, Sarasota, FL 34263
lvarnell@scgov.net

VI. TERM, TERMINATION AND AMENDMENT

This Agreement will take effect when signed by both parties and continue for 18 months unless sooner terminated. This Agreement may only be amended upon written mutual consent of both parties. Either party may terminate its participation with 30 calendar days written notice to the other party.

VII. PROTECTION OF DATA

EXHIBIT H
SBA DATA SHARING MEMORANDUM OF UNDERSTANDING

Any personal identifying information data obtained from the other party may only be used for the purpose of verifying whether a duplication of benefits has occurred. All personal and confidential information provided by SBA pursuant to this Agreement belongs to, and will remain the property of SBA. Both parties agree to strictly control the use and retention of any personal and confidential information provided by the other party so that only those personnel who have a need to know have access to such material. No further dissemination or use of material provided by SBA is authorized without written permission of SBA. SBA understands that Sarasota County is subject to the Florida Public Records laws, and that data is subject to disclosure unless subject to a statutory exemption from disclosure. If Sarasota County receives a public records request, then the County will provide notice to the SBA with notice of the request and thereafter the SBA will be responsible, at its sole expense, to contest the request for disclosure by seeking a protective order against the party making the public records request. It is SBA's obligation to defend its assertion of a statutory exemption from disclosure, if any.

Each party's responsibility to protect personal and confidential data from unauthorized disclosures will survive the term of this Agreement.

Both parties agree that information will be transmitted in a secure manner to protect sensitive and personally identifiable information (PII). Both parties agree that there will not be computer matching.

VIII. GENERAL TERMS

- A. Nothing in this Agreement is intended to conflict with current law(s), regulation(s), or the directives of SBA. If a provision in this Agreement is found to be inconsistent with such authority, then that provision shall be reviewed and modified or annulled as agreed to by SBA and Sarasota County in writing, but the remaining provisions of this Agreement shall remain in force and effect unless otherwise noted.
- B. SBA and Sarasota County further recognize that the shared information is subject to the rights of audit and inspection of various federal and state agencies and the disclosure of such information may be required by law.
- C. All records and data will be subject to existing federal and state record retention requirements.

IX. SIGNATURE

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

EXHIBIT H

SBA DATA SHARING MEMORANDUM OF UNDERSTANDING

APPENDIX A

Data Fields

NOTE: Due to Privacy Act protections of disaster loan data, SBA may only share information that is relevant to the state, tribal nation or local government's decision to issue a grant, loan, or other benefit under its program. The list below includes commonly requested data fields. Please contact SBA if the data field you require is not listed here.

#	Data Field	#	Data Field
1	Application Nbr	51	Verified up53 Leasehold Improvements
2	Loan type	52	Approved EIDL
3	Acceptance date	53	Approved up01 Personal Property
4	Summary Declined Ind	54	Approved up02 Motor Vehicle
5	Auto Declined Ind	55	Approved up18 Real Estate Relocation
6	SBA Status	56	Approved up17 Real Estate Repair Approved up19 Real Estate Reconstruction
7	FEMA Declaration Number	57	Reconstruction
8	FEMA Registration Number	58	Approved up20 Landscaping
9	SBA Disaster Number	59	Approved up24 Debris Removal
10	SBA Physical Declaration Number	60	Approved up25 Other Land Improvements
11	SBA Decision Date	61	Approved up26 Mitigation
12	Primary Applicant Name	62	Approved up41 Code Required Elevation
13	Primary applicant Soc. Sec. #	63	Approved up50 Inventory
14	Family Size	64	Approved up51 Machinery & Equipment
15	Current Loan Amt	65	Approved up52 Furniture and Fixtures
16	Verified loss	66	Approved up53 Leasehold Improvements
17	Current total verified loss	67	Approved up58 Refinance
18	SBA Loan Number	68	Current EIDL
19	Total amount disbursed	69	Current up01 Personal Property
20	Physical amount disbursed	70	Current up02 Motor Vehicle
21	EIDL disbursed	71	Current up18 Real Estate Relocation
22	DP Property street address	72	Current up17 Real Estate Repair
23	DP City	73	Current up19 Real Estate Reconstruction
24	DP State	74	Current up20 Landscaping
25	DP Zip	75	Current up24 Debris Removal
26	DP County	76	Current up25 Other Land Improvements
27	Applicant Type	77	Current up26 Mitigation
28	Organization Type	78	Current up41 Code Required Elevation
29	Legal Name	79	Current up50 Inventory
30	Mailing Street Address1	80	Current up51 Machinery & Equipment

EXHIBIT H
SBA DATA SHARING MEMORANDUM OF UNDERSTANDING

31	Mailing City	81	Current up52 Furniture and Fixtures
32	Mailing State	82	Current up53 Leasehold Improvements
33	Mailing Zip	83	Current up58 Refinance
34	Phone	84	Loan note date
35	email Address	85	Term months
36	Account Name	86	Interest rate
37	Reason Codes	87	Payment amount
38	Verified up01 Personal Property	88	Payment frequency
39	Verified up02 Motor Vehicle	89	NAICS code
40	Verified up18 Real Estate Relocation	90	Trade name
41	Verified up17 Real Estate Repair	91	Federal ID
42	Verified up19 Real Estate Reconstruction	92	Number of employees
43	Verified up20 Landscaping	93	Last disb date
44	Verified up24 Debris Removal	94	Cancel ind
45	Verified up25 Other Land Improvements	95	Cancel date
46	Verified up26 Mitigation	96	Cancel code
47	Verified up41 Code Required Elevation	97	Gross annual income
48	Verified up50 Inventory	98	Insurance for this loss
49	Verified up51 Machinery & Equipment	99	Insurance total
50	Verified up52 Furniture and Fixtures		

Updated: March 7, 2023

(END EXHIBIT H)