

State of Texas CDBG Disaster Recovery Program
Memorandum of Understanding and
Sharing of Private Individual Data Protocol

I. Parties

This Memorandum of Understanding is entered into by and between the Texas General Land Office (“GLO”) and Fort Bend County, Texas (“the County”), to address access to and handling of data physically or electronically acquired by GLO, directly or indirectly, from the Federal Emergency Management Agency (“FEMA”), the Small Business Administration (“SBA”), the National Flood Insurance Program (“NFIP”), and/or other federal sources, and physically or electronically transmitted from GLO to the County in the implementation of GLO’s Community Development Block Grant (“CDBG”) Disaster Recovery Program (the “CDBG-DR Program”). The CDBG-DR Program is funded, in part, under section 145 of the Continuing Appropriations and Military Construction, Veteran Affairs, and Related Agencies Appropriations Act, 2017, and Zika Response and Preparedness Act Pub. L. No. 114-223 (2016) (the “Continuing Appropriations Act”) and section 101 of the Further Continuing and Security Assistance Appropriations Act, 2017, Pub. L. 114-254 (2016) (collectively “the 2017 Appropriation”).

II. Purpose

Under the 2017 Appropriation, the United States Department of Housing and Urban Development has allocated CDBG funds to the State of Texas to operate the CDBG-DR Program related to relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from Presidentially-declared FEMA-4255-DR-TX, FEMA-4266-DR-TX, FEMA-4269-DR-TX, and FEMA-4272-DR-TX disasters or any future disaster event for which either the GLO or the County may administer recovery funding. *See Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees*, 81 Fed. Reg. 83254 *et seq.* (November 21, 2016) and 82 Fed. Reg. 5591 *et seq.* (January 18, 2017). The County, as a CDBG-DR Program subrecipient, has an immediate and long-term need for recovery-related data from relevant federal programs and agencies that GLO, as administrator of the State of Texas CDBG-DR Program, is willing to share. These data will be used in order to prevent duplication of efforts or duplication of benefits in determining eligibility for disaster assistance to CDBG-DR Program applicants. In particular, data that evidence disaster assistance funds already received by CDBG-DR Program applicants from FEMA, SBA, NFIP or other federal sources is critical to identify what assistance, if any, an applicant has received for home repair or replacement that is also conducted by the CDBG-DR Program. These data will also assist the County in assessing damages and unmet needs related to specific disaster declarations that will be used in conducting needs assessments or developing a Method of Distribution (MOD).

III. Responsibilities and Description of Data Shared

A. DESCRIPTION OF DATA

GLO shall provide to the County, in an electronic format database via data disc when practicable, one or more of the following categories of information on the applicant base level:

Requested fields at the address level are as follows for covered disasters:

FEMA IA Returned Fields:

DR Number
Applicant Name
Co-Applicant Name
Household Members
Gross Income
Designated County
Applicant Street Address
Applicant City
Applicant ZIP Code
Latitude Coordinates
Longitude Coordinates
Current Applicant Phone Number
Alternative Applicant Phone Number
FEMA Verified Loss (FVL) Amount
Housing Assistance (HA) Award
Other Needs Assistance (ONA) Award
Unmet Needs Amount
IOWNV/ONONV
Flood Insurance Program (FIP) Amount
Occupancy Type
Date of Loss
Small Business Assistance (SBA) Status
Small Business Assistance (SBA) Loan Amount

FEMA PA Returned Fields:

Applicant
Applicant ID
RPA Number
County
Applicant Type
Submitted
Closed

Projected Number
Actual Number
Projected Amount
Actual Amount
Project Number
Application Title
Construction Phase
Category
Projected Cost
Obligation Amount
Size
Projected Obligation Date
Projected Submission Date
Project Specialist
Funding Status
Cost Share %
Insurance
Mitigation Feasible
Preparer
Bundle Number
Application Number
Eligibility Status
Closeout Status
Project Complexity
Category
Category Description
Large Projection Number
Small Projection Number
Total Projected Amount
Total Obligated Amount

NFIP Returned Fields:

Address
City
State
Zip Code
Comm Nbr
Policy Effective Date
Policy Expiration Date
Date of Loss
Cmpy Nbr
Policy Number
Record Type
Total Paid
Claims

SBA Returned Fields:

SBA Physical Declaration Number
SBA EIDL Declaration Number
FEMA Disaster Number
SBA Disaster Number
Damaged Property City Name
Damaged Property Zip Code
Damaged Property County Name
Damaged Property State Code
Total Verified Loss
Verified Loss Real Estate
Verified Loss Content
Total Approved Loan Amount
Approved Amount Real Estate
Approved Amount Content
Approved Amount EIDL

B. DATA USE, SECURITY, AND DELIVERY

1. **Restricted Use of Information:** The County shall use the information obtained from GLO, pursuant to subsection A above, solely for the defined purpose stated in section II above. This shared information is considered both confidential and non-confidential information, but the County agrees to treat it as private, and to avoid the unauthorized use or release of such information unrelated to the defined purpose stated in this Memorandum of Understanding. It is the intention of the parties that shared information will be used strictly for the purpose stated herein.

2. **Maintain Privacy and Security:** The County and GLO are committed to maintaining the privacy and security of CDBG-DR Program and federal agency applicants' individual information, within applicable program restraints.

3. **Frequency and Manner of Delivery:** All information described above shall be provided to the County as soon as it becomes available to GLO. Where practicable, GLO shall provide access to the shared information, described in subsection III.A above, to the County via password-protected media, with access restricted to the persons or categories of persons designated in subsection VI.B below.

IV. Legal Authority and Requirements

Protection and disclosure by federal agencies of private individual information is governed by the Privacy Act of 1974, 5 U.S.C. § 552a (2016), as amended ("the Privacy Act"), which includes enumerated civil and criminal penalties for unauthorized disclosure. FEMA regulation at 44 C.F.R. § 206.110(j)(2) (2016), as amended, explicitly requires states receiving

FEMA applicant information to 1) protect it in the same manner that the Privacy Act requires FEMA to protect it; and 2) not use such information for purposes other than providing additional state or local disaster assistance to individuals and households. The private information of each victim of the disasters addressed in this Memorandum of Understanding must be protected from disclosure to unauthorized third parties. For this reason, GLO will use and produce, and the County will receive and use the information described above, from whatever federal agency or program obtained, only in a manner that complies and/or comports with the requirements of 44 C.F.R. § 206.110(j)(2) and the Privacy Act. Data provided by GLO to the County under this agreement is provided as an intergovernmental transfer. As an intergovernmental transfer, GLO retains any and all exceptions to disclosure under the Texas Public Information Act, Tex. Gov. Code Ann. § 552.001 *et seq.*, as amended.

V. Data Transmission Security

A. GENERAL REQUIREMENTS

GLO and the County shall comply with all applicable statewide information technology security policies, standards and guidelines, as promulgated by the Texas Department of Information Resources. Any confidential data which is electronically transmitted under the terms of this Memorandum of Understanding shall to the extent practicable be sent in encrypted format. In transmitting confidential data, GLO and the County agree to adhere to industry standards as outlined by the National Institute of Standards and Technology (“NIST”) or by the Federal Information Processing Standards (“FIPS”). GLO and the County may institute measures which provide levels of protection beyond FIPS and NIST standards, which measures must be provided to the other party in writing. GLO may hereinafter require increased protection beyond the standards stated in this Section V.

B. MONITORING AND REPORTING

The County and GLO shall implement and continually update monitoring plans to detect unauthorized access to or use of the information described above, or any attempts to gain unauthorized access. To the extent applicable, the County and GLO shall comply with § 521.053 of the Texas Business and Commerce Code as amended, regarding notification following breach of security of computerized data. The County shall further notify GLO within twenty-four hours of any security incident involving the information described above. Such security incidents may include, but are not limited to, unauthorized access to, use or disclosure of the information, unauthorized use of a system processing or storing the information, and/or changes to system hardware, firmware, or software characteristics without GLO’s knowledge, instruction or consent. Following such notification, the County shall consult with GLO regarding the cause, mitigation and correction of the security incident. Nothing herein shall be deemed to limit the liability, if any, that the County may have to any person aggrieved by unauthorized use or disclosure of his or her private or confidential information.

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VI. Other Provisions:**A. CONFLICTS**

Nothing in this Memorandum of Understanding is intended to conflict with federal or state law or GLO policy and directives. If a term or provision of this Memorandum of Understanding is inconsistent with such law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect.

B. FURTHER AUTHORIZED USE OF INFORMATION

Access to unit level data described in Section III above will be restricted to the following individuals or position categories within the County:

1. Director, CDBG
2. Project Coordinator, CDBG
3. Disaster Recover Manager, OEM
4. Planning Coordinator, OEM
5. Applications & Systems Programming Manger, Information Technology
6. First Assistant County Engineer, Engineering
7. NA
8. NA
9. NA

The County may not share with any unauthorized person information considered personal and confidential to a CDBG-DR Program or federal agency applicant. The County cannot disclose to any third party such information obtained from GLO without GLO's explicit permission.

The County hereby agrees to release to GLO all reports, conclusions, recommendations, and other analyses of data obtained from GLO, before and in the same manner that they are intended for any third party. All such analyses may not be publicly released, or released to any third party, without review and permission of GLO.

GLO may disclose and/or use any such analyses for any lawful purpose, including but not limited to monitoring and reporting purposes, and pursuit of any rights it may have or acquire in the administration of the CDBG-DR Program. Such rights may include, but are not limited to disbursement, recovery or reduction of grant awards, and recovery of program assets.

GLO and the County further recognize that the information described above is subject to audit and inspection by federal and state agencies, and that the disclosure of such information may in certain circumstances occur when required by law.

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VII. Effective Date

This Memorandum of Understanding shall become effective when both parties have signed it.

VIII. Modification and Termination

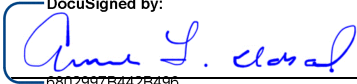
This Memorandum of Understanding may be modified only by mutual written consent of the parties. This Memorandum of Understanding may be terminated at any time, upon mutual written agreement between the parties, or by either party upon thirty days' written notice to the other party. The duties of the parties to protect the privacy of CDBG-DR Program and/or federal agency applicants in connection with the information described above shall continue after termination.

IN WITNESS WHEREOF, the parties have caused their duly-authorized representatives to sign this Memorandum of Understanding with the effective date stated in Section VII above.

SIGNATURE PAGES FOLLOW

GENERAL LAND OFFICE

DocuSigned by:




6802997B442B496...
Anne L. Idsal, Chief Clerk/
Deputy Land Commissioner


Date of execution: 4/18/2017

CMD 

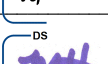
OGC 

DIV 

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SDD 

DGC 

GC 

FORT BEND COUNTY, TEXAS

DocuSigned by:

Robert Hebert

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Name: Robert Hebert

Title: County Judge

Date: 4/18/2017

Certificate Of Completion

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Source Envelope:	
Document Pages: 12	Signatures: 2
Supplemental Document Pages: 0	Initials: 7
Certificate Pages: 4	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Joseph Cardona
Time Zone: (UTC-06:00) Central Time (US & Canada)	1860 Michael Faraday Dr. Suite 100
	Reston, VA 20190
	joseph.cardona@glo.texas.gov
	IP Address: 204.65.210.235

Record Tracking

Status: Original 3/24/2017	Holder: Joseph Cardona joseph.cardona@glo.texas.gov	Location: DocuSign
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Signer Events

Joseph Cardona
joseph.cardona@glo.texas.gov
Texas General Land Office
Security Level: Email, Account Authentication (None)

Signature

Using IP Address: 204.65.210.235

Timestamp

Sent: 3/24/2017
Viewed: 3/24/2017
Signed: 3/24/2017

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Anthony Vargas
anthony.vargas@glo.texas.gov
Texas General Land Office
Security Level: Email, Account Authentication (None)

Using IP Address: 204.65.210.233

Sent: 3/24/2017
Viewed: 3/24/2017
Signed: 3/24/2017

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Edward Check
contractsteam@glo.texas.gov
Texas General Land Office
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Viewed: 3/24/2017
Signed: 3/24/2017




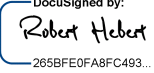
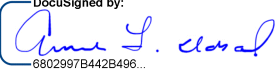
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ID:

Pete Phillips
Pete.Phillips@glo.texas.gov
Texas General Land Office
Security Level: Email, Account Authentication (None)

Using IP Address: 67.79.6.50

Sent: 3/24/2017
Viewed: 3/24/2017
Signed: 3/24/2017

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Signer Events	Signature	Timestamp
<p>Greg Pollock greg.pollock@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	 <p>Using IP Address: 204.65.210.243</p>	<p>Sent: 3/24/2017 Viewed: 3/24/2017 Signed: 3/24/2017</p>
<p>Jeff Gordon jeff.gordon@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	 <p>Using IP Address: 204.65.210.210</p>	<p>Sent: 3/24/2017 Viewed: 3/24/2017 Signed: 3/24/2017</p>
<p>Mark Havens mark.havens@glo.texas.gov Director of Oil and Gas Legal Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	 <p>Using IP Address: 204.65.210.249</p>	<p>Sent: 3/24/2017 Viewed: 3/27/2017 Signed: 3/27/2017</p>
<p>Robert Hebert ann.werlein@fortbendcountytexas.gov County Judge Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  265BF0FA8FC493...</p> <p>Using IP Address: 209.184.91.105</p>	<p>Sent: 4/4/2017 Viewed: 4/4/2017 Signed: 4/18/2017</p>
<p>Anne Idsal anne.idsal@glo.texas.gov Chief Clerk Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  6802997B442B496...</p> <p>Using IP Address: 107.77.218.66 Signed using mobile</p>	<p>Sent: 4/18/2017 Viewed: 4/18/2017 Signed: 4/18/2017</p>

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Carbon Copy Events	Status	Timestamp
<p>David Villafranca david.villafranca@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 3/24/2017
<p>Matthew Anderson matthew.anderson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 3/24/2017
<p>Paul Botello paul.botello@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 3/24/2017
<p>Brandon Clark brandon.clark@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 3/24/2017
<p>Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 3/24/2017
<p>Diane Cates diane.cates@glo.texas.gov Lease Processor Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 3/24/2017
<p>Shanna Starkey shanna.starkey@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 3/24/2017

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Marilynn Kindell marilynn.kindell@fortbendcountytexas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 4/4/2017 Viewed: 4/4/2017
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 4/18/2017
Debby French debby.french@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 4/18/2017

Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	4/18/2017
Completed	Security Checked	4/18/2017

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