PINAL COUNTY
WIDE OPEN OPPORTUNITY

NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, February 7, 2024

9:30 AM - CALL TO ORDER

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

BUSINESS BEFORE THE BOARD
(Consideration/Approval/Disapproval of the following:)

(1) **CONSENT ITEMS:**

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

* A. Discussion/approval/disapproval of Minutes from December 6, 2023, December 20, 2023, and January 3, 2024, Board of Directors Flood Control District Meetings. (Natasha Kennedy)

* B. Discussion/approval/disapproval of an Information Sharing Access Agreement with the Federal Emergency Management Agency (FEMA) and authorizing Joshua Plumb, Assistant County Engineer to execute the agreement. The purpose of this agreement is to govern the collection, access, disclosure, security, and retention of personally identifiable information needed for maintenance of the County's Community Rating System. (FL23-008) (Joshua Plumb/Joe Ortiz)

ADJOURNMENT

(SUPPORTING DOCUMENTS ARE AVAILABLE AT THE CLERK OF THE BOARD OF SUPERVISORS' OFFICE AND AT https://pinal.novusagenda.com/AgendaPublic/)

NOTE: One or more members of the Board may participate in this meeting by telephonic conference call.

The Board may go into Executive Session for the purpose of obtaining legal advice from the County's Attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

In accordance with the requirement of Title II of the Americans with Disabilities Act (ADA), the Pinal County Board of Supervisors and Pinal County Board of Directors do not discriminate against qualified individuals with disabilities admission to public meetings. If you need accommodation for a meeting, please contact the Clerk of the Board Office at (520) 866-6068, at least (3) three business days prior to the meeting (not including weekends or holidays) so that your request may be accommodated.

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

Meeting Notice of Posting

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 7, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Minutes from December 6, 2023, December 20, 2023, and January 3, 2024, Board of Directors Flood Control District Meetings. (Natasha Kennedy)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented.

History

Time	Who	Approval

ATTACHMENTS:

Click to download
Minutes FCD 12.06.2023
Minutes FCD 12.20.2023
Minutes FCD 01.03.2024

PINAL COUNTY
WIDE OPEN OPPORTUNITY

PINAL COUNTY FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, December 6, 2023
10:29 AM

BOARD OF DIRECTORS

Chairman Jeff Serdy
Director, District 5

Vice-Chairman Jeffrey McClure
Director, District 4

Kevin Cavanaugh
Director, District 1

Mike Goodman
Director, District 2

Stephen Q. Miller
Director, District 3

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

All presentations are attached to the Agenda at:
Click Here to View the Flood Control District Agenda

and a Video Recording of this meeting can be viewed at:
Click Here to View Video Recording

The Pinal County Flood Control District Board of Directors convened at 10:29 a.m. this date. The meeting was called to order by Chairman Serdy.

Members Present: Chairman Jeff Serdy; Vice-Chairman Jeffrey McClure; Director Kevin Cavanaugh; Director Mike Goodman; Director Stephen Q. Miller

Staff Present: Deputy County Manager, Himanshu Patel; Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Kelsey Pickard

(1) **CONSENT ITEMS:**
All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

Chairman Serdy asked if there were any requests from a Board Member, staff or the audience to remove any consent agenda items for discussion. There being none.

Item Action: Approved Consent Agenda Items A and B as presented

Motion Made By: Supervisor McClure Seconded By: Supervisor Miller

To approve Consent Agenda Items A and B as presented.

Motion Passed

Ayes: Cavanaugh, Goodman, McClure, Miller, Serdy (5)

* A. Discussion/approval/disapproval of Minutes from August 2, 2023, and November 1, 2023, Board of Directors Flood Control District Meetings. (Natasha Kennedy)

* B. Discussion/approval/disapproval of Resolution No. 120623-FL23-005 accepting a Warranty Deed from Sandra G. Wilson aka Sandra G. Riley Grantor, to Pinal County Flood Control District, for the use in flood mitigation and collector channel facility located on Henness and Loma Vista Road, Arizona City, AZ. Supervisor District #4. (FL23-005) (Joshua Plumb/Joe Ortiz)

10:30 a.m. – Chairman Serdy adjourned the December 6, 2023, Pinal County Flood Control District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

PINAL COUNTY
FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS

_____
Jeff Serdy, Chairman

ATTEST:

_____
Natasha Kennedy, Clerk of the Board

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: February 7, 2024

PINAL COUNTY
WIDE OPEN OPPORTUNITY

PINAL COUNTY FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, December 20, 2023
1:00 PM

BOARD OF DIRECTORS

Chairman Jeff Serdy
Director, District 5

Vice-Chairman Jeffrey McClure
Director, District 4

Kevin Cavanaugh
Director, District 1

Mike Goodman
Director, District 2

Stephen Q. Miller
Director, District 3

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

All presentations are attached to the Agenda at:
Click Here to View the Flood Control District Agenda

and a Video Recording of this meeting can be viewed at:
Click Here to View Video Recording

The Pinal County Flood Control District Board of Directors convened at 1:00 p.m. this date. The meeting was called to order by Chairman Serdy.

Members Present: Chairman Jeff Serdy; Director Kevin Cavanaugh; Director Mike Goodman; Director Stephen Q. Miller

Members Absent: Vice-Chairman Jeffrey McClure

Staff Present: Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Kelsey Pickard

(1) **CONSENT ITEMS:**
All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

Chairman Serdy asked if there were any requests from a Board Member, staff or the audience to remove any consent agenda items for discussion. There being none.

Item Action: Approved Consent Agenda Items A and B as presented

Motion Made By: Supervisor Goodman Seconded By: Supervisor Cavanaugh

To approve Consent Agenda Items A and B as presented.

Motion Passed

Ayes: Cavanaugh, Goodman, Miller, Serdy (4)

Absent: McClure (1)

* A. Discussion/approval/disapproval of Resolution No. 122023-FL23-006 to adopt the Pinal County ALERT (Automated Local Evaluation in Real Time) System 5-Year Plan dated December 5, 2023. The plan will be used to establish future budget needs for the ongoing maintenance, operation, and development of the Pinal County ALERT System. The plan also identifies and prioritizes locations where future stream and weather gauging stations will be of benefit to Pinal County residents and business owners. This plan will replace the previous plan adopted by Resolution No. 121918-FL18-009. (FL23-006) (Joshua Plumb/Joe Ortiz)

* B. Discussion/approval/disapproval of Resolution No. 122023-EconD-FCD by the Pinal County Flood Control District Board of Directors expressing support for a Foreign Trade Zone designation for LG Energy Solutions Arizona, Inc. in Queen Creek, Pinal County. The project represents the development of approximately 650.5 acres of land, previously owned by Arizona State Trust Land, construction of up to three million square feet of industrial space, capital investment of $5.5 billion and the hiring of up to 3,700 employees at full build out. The Pinal County Flood Control District Board previously approved a similar resolution on March 16, 2022. However, due to a name change to a successor company, a delay in the commencement of construction and the expanded scope of the project, there is a need for the Board to restate its support for the project. (James Smith)

1:00 p.m. – Chairman Serdy adjourned the December 20, 2023, Pinal County Flood Control District Board of Directors Meeting and convened the Pinal County Library District Board of Directors Meeting.

PINAL COUNTY
FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS

_____
Jeff Serdy, Chairman

ATTEST:

_____
Natasha Kennedy, Clerk of the Board

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: February 7, 2024

PINAL COUNTY
WIDE OPEN OPPORTUNITY

PINAL COUNTY FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, January 3, 2024
10:40 AM

BOARD OF DIRECTORS

Chairman Mike Goodman
Director, District 2

Vice-Chairman Jeffrey McClure
Director, District 4

Kevin Cavanaugh
Director, District 1

Stephen Q. Miller
Director, District 3

Jeff Serdy
Director, District 5

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

All presentations are attached to the Agenda at:
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and a Video Recording of this meeting can be viewed at:
Click Here to View Video Recording

The Pinal County Flood Control District Board of Directors convened at 10:40 a.m. this date. The meeting was called to order by Chairman Goodman.

Members Present: Chairman Mike Goodman; Vice-Chairman Jeffrey McClure; Director Kevin Cavanaugh; Director Stephen Q. Miller; Director Jeff Serdy

Staff Present: County Manager, Leo Lew; Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Kelsey Pickard

(1) **CONSENT ITEMS:**
All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

Chairman Goodman asked if there were any requests from a Board Member, staff or the audience to remove any consent agenda items for discussion. There being none.

Item Action: Approved Consent Agenda Item A of the Pinal County Flood Control District Board of Directors

Motion Made By: Supervisor Miller Seconded By: Supervisor McClure

To approve Consent Agenda Item A of the Pinal County Flood Control District Board of Directors.

Motion Passed

Ayes: Cavanaugh, Goodman, McClure, Miller, Serdy (5)

* A. Discussion/approval/disapproval of the authorization of the Pinal County Flood Control District to enter into an Intergovernmental Agreement with the City of Apache Junction and authorizing the Chair of the Pinal County Flood Control Board of Directors to execute the agreement. The purpose of this agreement is to define the construction and maintenance responsibilities in regard to the Flood Control Improvements proposed at Superstition Basin within the City of Apache Junction. Supervisor District #5. (FL23-007) (Joshua Plumb/Joe Ortiz)

10:41 a.m. – Chairman Goodman adjourned the January 3, 2024, Pinal County Flood Control District Board of Directors Meeting and convened the Pinal County Public Health Services District Board of Directors Meeting.

PINAL COUNTY
FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS

_____
Mike Goodman, Chairman

ATTEST:

_____
Natasha Kennedy, Clerk of the Board

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: February 7, 2024

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 7, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 68

Dept. #: 311

Dept. Name: Flood Control District

Director: Joe Ortiz

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of an Information Sharing Access Agreement with the Federal Emergency Management Agency (FEMA) and authorizing Joshua Plumb, Assistant County Engineer to execute the agreement. The purpose of this agreement is to govern the collection, access, disclosure, security, and retention of personally identifiable information needed for maintenance of the County's Community Rating System. (FL23-008) (Joshua Plumb/Joe Ortiz)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

There aren't any expected fiscal considerations or impacts to the General Fund associated with this agenda item.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

There are no expected performance impacts associated with this agenda item.

MOTION:

Approved as presented

History

Time	Who	Approval
1/25/2024 9:30 AM	County Attorney	Yes
1/26/2024 2:51 PM	Budget Office	Yes
1/31/2024 4:24 PM	County Manager	Yes
1/31/2024 4:48 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
Agreement

Agreement No./Title: _____

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

INFORMATION SHARING ACCESS AGREEMENT (ISAA)

BETWEEN

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

AND

PINAL COUNTY FLOOD CONTROL DISTRICT

1. INTRODUCTION. The U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and Pinal County Flood Control District (PCFCD) (hereinafter referred to as "Recipient Entity"), hereinafter collectively referred as the "Parties," voluntarily enter into this Information Sharing Access Agreement (ISAA) (alternatively "Agreement") to govern the collection, use, access, disclosure, security, and retention of the Personally Identifiable Information (PII) dataset(s) described herein.

2. PURPOSE AND BACKGROUND. The purpose of this Agreement is to document the safeguarding requirements for PII dataset(s) shared by FEMA with Recipient Entity to conduct floodplain management, disaster recovery, CRS and SD/SI activities, update mitigation plans and apply for grants.

a. Recipient Entity is a(n) special purpose district in the state of Arizona. Recipient Entity requires access to PII dataset(s) concerning repetitive and severe repetitive loss records for Pinal County, AZ, as documented in Appendix A, to conduct floodplain management, disaster recovery, CRS and SD/SI activities, update mitigation plans and apply for mitigation grants.

[1] E.g. "NFIP Pivot is used to account for flood insurance policies and claims under the National Flood Insurance Program."

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

a. ☒ Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Pub. L. No. 93-288 (1974), (codified at 42 U.S.C. §§ 5121-5207) (Stafford Act) ☒ National Flood Insurance Act of 1968, Pub. L. No. 90-448, Title XIII (1968) (42 U.S.C. 4001 et seq.) (NFIA) ☐ _____ _____;

b. Privacy Act of 1974, as amended, 5 U.S.C. § 552a (Privacy Act);

c. ☐ DHS/FEMA 008 -Disaster Recovery Assistance Files System of Records (DRA), 78 Fed. Reg. 25,282 (Apr. 30, 2013) (DRA SORN) ☒ DHS/FEMA 003 –NFIP Files System of Records, 79 FR 28747 (May 19, 2014) (NFIP Files SORN) ☐ DHS/FEMA-009 Hazard Mitigation Disaster Public Assistance and Disaster Loan Programs,March 24,2014,79 FR 16015; DHS/FEMA 008-Disaster Recovery ,

i. Routine use G,I,L,M,N,O,R,T of the NFIP SORN and J and H of the Disaster SORNs .

d. The E-Government Act of 2002, Public Law 107-347, §208; _____ _____;

4. DEFINITIONS.[2]

a. BREACH (synonymous with "PRIVACY INCIDENT"): The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses personally identifiable information for an other than authorized purposed.

b. INCIDENT (synonymous with IT SECURITY INCIDENT): An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

c. PERSONALLY IDENTIFIABLE INFORMATION: means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.

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

a. Maintain appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom information is maintained;

b. Maintain the PII dataset(s) provided by FEMA to the Recipient Entity separately or in a manner in which it is easily segregable from the entity's other information;

i. This does not refer to individual PII data elements which the Recipient Entity independently collects, verifies, documents, or incorporates in its records and/or systems separately from FEMA PII datasets for programs or services not addressed in this Agreement;

[2] *See* Handbook for Safeguarding Sensitive PII, Privacy Policy Directive 047-01-007, Revision 3, December 4, 2017.

c. Submit a written request to FEMA for any information request pursuant to this ISAA;

d. Each time PII is requested under this ISAA, indicate the specific purpose and use of the PII and the specific routine use under which the PII is being requested;

e. Use the PII provided pursuant to this ISAA only for the purpose(s) identified in this ISAA and consistent with the applicable Routine Use(s);

f. Restrict access to PII datasets provided by FEMA under this ISAA to authorized personnel and to entities under contract by the requestor (direct contractors) performing functions consistent with the purpose of this ISAA on behalf of Recipient Entity;

g. Retain the original dataset for only so long as necessary for the purposes of this agreement, but in any case, no longer than 3 years.

h. Instruct all individuals with access to PII provided pursuant to this ISAA regarding the confidential nature of the information, the safeguard requirements of this Agreement, and the applicable criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of the PII covered by this Agreement;

i. In a timely manner, take appropriate action with regard to any request made by FEMA for access, additions, changes, deletions, or corrections of PII and in a timely manner, notify FEMA of any data errors that it discovers;

j. The Recipient Entity shall ensure no Matching Program, as that term is defined in 5 U.S.C. § 552a(a)(8), will occur using the PII datasets shared under this agreement unless a separate Computer Matching Agreement is in place.

k. If at any time during the term of this ISAA any part of the PII dataset provided under this Agreement, ceases to be required by Recipient Entity for purpose(s) identified in this ISAA, or upon termination of the ISAA, whichever occurs first, within fourteen (14) days thereafter, promptly notify FEMA and securely return the PII to FEMA, or, at FEMA's written request destroy, un-install and/or remove all copies of such PII in the Recipient Entity's possession or control, and certify in writing to FEMA that such tasks have been completed.

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

a. Share with Recipient Entity only the PII dataset(s) documented in Appendix A to this ISAA;

b. Transmit or allow access to the information documented in Appendix A to the Recipient Entity in password protected format via encrypted email or via a FEMA-OCIO approved secure information technology (IT) portal, interface, or transfer tool;

c. Ensure that FEMA information provided to Recipient Entity is accurate, complete, and up-to-date as reasonably necessary;

d. Keep a record of the date, nature, and purpose of each disclosure of PII to Recipient Entity under this ISAA, to include the written request for information.

e. FEMA shall not take any adverse action or limit any of its Federal benefits as a result of this sharing of information.

7. THIRD PARTY ACCESS

a. **Ownership of PII Dataset(s).** Notwithstanding any other provision of this Agreement, the PII dataset(s) obtained by Recipient Entity from FEMA shall remain under the control of FEMA, and Recipient Entity will not further disclose PII dataset(s) provided by FEMA to outside third parties without express consent from FEMA or the individuals to whom the PII pertains.

   i. This does not refer to individual PII data elements which the Recipient Entity independently collects, verifies, documents, or incorporates in its records and/or systems for programs or services not addressed in this Agreement.

b. **Open Access/Freedom of Information Requests.** The Recipient Entity shall withhold PII provided by FEMA under this agreement from any open records or Freedom of Information Act (FOIA) response to the extent allowed by law. The Recipient Entity shall provide notice of any request for and/or disclosure of PII provided by FEMA under this agreement in response to open records or FOIA requests.

c. ☒ At this time, Recipient Entity has not indicated an intent to share FEMA PII with third-party contractors. If Recipient Entity utilizes a contractor in connection with its performance of its obligations under the ISAA and Recipient Entity intends to provide such contractor with access to FEMA PII, Recipient Entity shall not share data until notice of the identity of such contractor and the extent of the role that such contractor will play in connection with the purpose of this ISAA has been provided to and approved by FEMA.

d. All contractors granted access by FEMA to any FEMA PII must agree in writing with Recipient Entity to: (a) abide by the terms and conditions in this ISAA, including without limitation, provisions relating to compliance with the protection of FEMA PII and Notice of Privacy Incident; (b) restrict use of FEMA survivor/registrant PII only to the performance of services to Recipient Entity in connection with Recipient Entity's performance of its obligations under this ISAA, and (c) certify in writing, upon completion of the performance of services by a contractor, that the contractor has immediately un-installed, removed, and/or destroyed all copies of FEMA survivor/registrant PII within 30 days of the contractor's performance of services to Recipient Entity.

8. PRIVACY INCIDENT PROCEDURES

a. **Notice of Privacy Incident.** If the Recipient Entity, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to FEMA PII, the Recipient Entity shall immediately, but in no event later than twenty-four (24) hours from suspicion, discovery or notification of the suspected or confirmed Privacy Incident, notify the FEMA Privacy Officer at (202) 212-5100 or FEMA-Privacy@fema.dhs.gov.

b. **Privacy Incident Handling.** In the event of a Privacy Incident emanating from this ISAA, FEMA will investigate the Privacy Incident pursuant to DHS standard procedures and will consult Recipient Entity to diagnose, mitigate and manage the Incident. The Recipient Entity will be responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.

c. ☒ *[Select this clause if Entity is a State/Local/Territorial/Tribal Government Agency]*

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

i. Notification to the affected individuals, the public, media, and/or other government entities;

ii. Removing information from an Internet or Intranet page;

iii. Training and awareness for staff on best practices to Safeguard PII;

iv. Disciplinary or corrective action, including counseling for employees.

1. NOTE: any personnel subject to corrective or disciplinary action arising out of a privacy incident must not be identified or identifiable in the Privacy Incident reporting;

v. Revisions to policies and procedures to minimize or eliminate the use of PII when possible;

vi. and/or Any other remediation effort(s) as agreed upon by the Parties.

d. **Penalties.** If the Recipient Entity or one of its employee/agents willfully discloses any PII to a third party not authorized to receive it, FEMA will revoke the Recipient Entity's access to FEMA PII.

9. GENERAL TERMS.

a. **Entire Agreement.** This ISAA constitutes the entire Agreement between the Parties with regard to information sharing. However, if this ISAA is used to supplement a contract between the Parties, to the extent there is any conflict between a term of this ISAA and a term in other acquisition documentation, the term of the underlying acquisition, including the Homeland Security Acquisition Regulations (HSAR) Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses will supersede.

b. **Effective Date, Duration,and Termination.** This ISAA will become effective upon the signature of both Parties and will remain in effect for 3 years, or the lifetime of the acquisition period, whichever is shorter. However, FEMA will only provide the information identified in Appendix A for the disaster period of assistance or, if applicable, for the period of time specified in the Routine Use, whichever is longer. Either party may terminate this Agreement upon written notice to the other party.

c. **Modification.** This ISAA may be modified upon the mutual written consent of the Parties.

d. **Counterparts.** This ISAA, when executed in any number of counterparts and by different Parties on separate counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same Agreement.

e. **Severability.** Nothing in this ISAA is intended to conflict with current law, regulation or FEMA directives. If a term of this ISAA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this ISAA shall remain in full force and effect.

f. **No Private Right.** This ISAA is an internal Agreement between FEMA and the Recipient Entity. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this ISAA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction. Accordingly, the terms of this Agreement do not constitute or imply the grant, by the United States of America, of any other consent, accord, satisfaction, advice, or waiver of its rights, power or authority.

g. **Funding.** This ISAA is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this ISAA. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

h. **Issue Resolution.** FEMA and Recipient Entity understand that during the course of this ISAA, they may have to resolve issues such as: scope, interpretation of provisions, unanticipated technical matters, and other proposed modifications. Both Parties agree to appoint their respective points of contact to work in good faith towards resolution of such issues. [See Appendix B for points of contacts.]

i. **Auditing/Reporting:** The Parties will coordinate to prepare a report/audit summarizing Recipient Entity and its contractor's (if applicable) compliance with the privacy, redress, and security requirements set forth in this Agreement, to include accounting for all disclosures of FEMA PII. FEMA shall be provided copies of Recipient Entity self-audits. As part of this responsibility, the Recipient Entity further agrees to conduct its own annual audits of compliance with the terms of this Agreement, and to provide the results of these audits to Edith Lohmann, RFIL, FEMA Region 9.

APPROVED BY:

DEPARTMENT OF HOMELAND SECURITY / FEDERAL EMEGENCY MANAGEMENT AGENCY

_____ _____
FEMA Signatory Date

Jeffrey Jackson
Name

Deputy Assistant Administrator
Title

Federal Insurance Directorate
Program Name

DHS/FEMA/Resilience
FEMA

THE RECIPIENT ENTITY:

_____ _____
Recipient Signatory Date

Joshua Plumb, CFM
Name

Assistant County Engineer
Title

Pinal County Flood Control District
Full Entity Name

Appendix A – DHS/FEMA-003 NFIP, DHS/FEMA 008-Disaster Recovery Assistance, DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Programs, Routine use G, I, L, M, N, O, R and T of NFIP SORN and J and H of Disaster SORNs. The following lists the specific data elements in the FEMA PII dataset(s) that will be shared by FEMA with the PCFCD. The PCFCD will only receive the PII data that is necessary to meet the routine use:

Data elements extracted include:

From the public Census.gov web site
• Median Income
• Housing Data

Authorization for sharing the NFIP data for Community Profiles can be found in Routine Uses G, I, L, M, N, O, R and T of SORN DHS/FEMA-003 National Flood Insurance Program Files
• Property address
• Property coordinates
• Current NFIP Claims
• Historical NFIP Claims
• Current and Historical NFIP Claim Amounts
• Dates of Loss
• Water depth relative to main building
• RL and SRL Properties
• Type of Structure
• Obtain and Maintain properties
*Additional justification and a valid "need to know" is needed to receive policyholder names or policy numbers.

Authorization for sharing IA information for Community Profiles is provided in Routine Use G, J(1) and (2) of SORN DHS/FEMA-008 Disaster Recovery Assistance Files
• Property Address
• Property Coordinates
• Property damage inspection data
• Hazard Type
• Residence Type
• Dwelling Type
• IA Claim Amounts
• Current IA Claim
• Historical IA Claim
• Water depth relative to main building
• High Water Mark Location
• Year IA GFIP obtain and maintain requirements applied to property

Authorization for sharing MT eGrants information for Community Profiles is provided in Routine Use G, H and J of SORN DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Program
• Type of HMA project
• Grant award amounts
• Type of mitigation
• Property Address
• Property Coordinates
• Project Address
• Project Coordinates

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

Use G, H and J of SORN DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Program
• Property Address
• Property Coordinates
• Project Address
• Project Coordinates
• Grant Award Amount
• Type of Mitigation
• Property Damage Inspection Data
• Hazard Type
• Type of Structure

Authorization sharing Grants Manager information for Community Profiles is provided in Routine Use G, H and J of SORN DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Program
• Property Address
• Property Coordinates
• Project Address
• Project Coordinates
• Grant Award Amount
• Type of Mitigation
• Property Damage Inspection Data
• Hazard Type
• Type of Structure

Authorization sharing RAM information for Community Profiles is provided in Routine Use G and J(1) and (2) of SORN DHS/FEMA-008 Disaster Recovery Assistance Files
• SFHA
• FIRM effective date
• Levee Center Lines
• County
• Community

Authorization for sharing aerial and satellite imagery information from The Internal Geoportal for Community Profiles is provided in Routine Use H and J of SORN DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Program. From geoportal.fema.net (The Internal Geoportal) Aerial imagery which includes the following data:
• State
• City name
• County name
• Township name
• 5-digit zip code
• Street block number
• longitudinal/latitudinal location
• street address

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

a. The FEMA point of contact is as follows:

Name: Edith Lohmann

Title: RFIL, FEMA Region 9

Phone: +1 (510) 912-6333

Email Address: edith.lohmann@fema.dhs.gov

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

Name: Joshua Plumb, CFM

Title: Assistant County Engineer

Phone: +1 (520) 866-6638

Email Address: joshua.plumb@pinal.gov

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

Name: _____

Title: _____

Phone: _____

Email Address: _____

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

Name: _____

Title: _____

Phone: _____

Email Address: _____

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

Name: _____

Title: _____

Phone: _____

Email Address: _____

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

Name: _____

Title: _____

Phone: _____

Email Address: _____

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 7, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History

Time	Who	Approval

ATTACHMENTS:

Click to download
No Attachments Available

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 7, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History

Time	Who	Approval

ATTACHMENTS:

Click to download
Notice of Posting

PINAL COUNTY

WIDE OPEN OPPORTUNITY

MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

I, Natasha Kennedy, being duly sworn upon her oath, says as follows:

I am the appointed Clerk of the Pinal County Board of Supervisors.

In my position as Clerk of the Board of Supervisors and Board of Directors, I am responsible for posting all Agendas.

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on **Wednesday, February 7, 2024 at 9:30 AM** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132. The public will have physical access to the meeting room at 9:15 AM.

Notice of Possible Recess: The Board may take a Recess around 12:30 PM and the meeting will reconvene around 1:00 PM.

Board Meetings are broadcasted live and the public may access the meeting on the County Website at Pinal.gov under "Meeting Videos."

Board Agendas are available on the County Website at Pinal.gov under "Agendas & Minutes."

At any time during business hours, citizens may reach the Clerk of the Board Office at (520) 866-6068 or via email at **ClerkoftheBoard@pinal.gov** for information about Board meeting participation.

Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, February 2, 2024, around 11:00 AM the Regular Agenda, Flood Control District Agenda, Public Health Services District Agenda, and Executive Session as follows:

1. A kiosk located outside the front entrance to The Old Historical Courthouse, Administrative Complex Building, 135 North Pinal Street, Florence, Arizona 85132
2. County Website under Agendas & Meetings located at Pinal.gov
3. Emailed the NOVUS Agenda Distribution List and Clerk of the Board Notification Distribution List

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Official Pinal County, Arizona Seal this 2nd day of February, 2024.

THE SEAL OF PINAL COUNTY ARIZONA

Natasha Kennedy
Clerk of the Board of Supervisors
Pinal County, Arizona

CLERK OF THE BOARD OF SUPERVISORS
1891 Historic Courthouse | 135 North Pinal Street | P.O. Box 827 | Florence, AZ 85132 | **T:** 520-866-6068
www.pinal.gov