

County of Albany

112 State Street
Albany, NY 12207



Meeting Agenda

Thursday, November 19, 2020

5:30 PM

Held Remotely

Public Safety Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AN INFORMATION SHARING ACCESS AGREEMENT WITH THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR NATIONAL FLOOD INSURANCE PROGRAM DATA
3. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT

County of Albany

112 State Street
Albany, NY 12207



Meeting Minutes

Thursday, October 29, 2020

5:30 PM

Held Remotely

Public Safety Committee

PREVIOUS BUSINESS:

Present: William M. Clay, Robert J. Beston, Frank J. Commisso, Gilbert F. Ethier, Gary W. Domalewicz, Beroro T. Efekoro, Sean E. Ward, George E. Langdon and Patrice Lockart

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT AND AMENDING THE 2020 SHERIFF'S OFFICE BUDGET

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

3. AUTHORIZING AN AGREEMENT WITH WEBSMART CHEVROLET FOR THE PURCHASE OF SIX VEHICLES FOR THE ALBANY COUNTY SHERIFF'S OFFICE

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

4. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE CANAL CORPORATION REGARDING THE MARINE PATROL GRANT

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

5. AUTHORIZING AN AGREEMENT BETWEEN THE ALBANY COUNTY SHERIFF'S OFFICE AND BETTER HEALTH FOR NORTHEAST NEW YORK, INC TO PROVIDE TEMPORARY HOUSING FOR HOMELESS INDIVIDUALS REFERRED BY ALBANY MEDICAL CENTER HOSPITAL

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

6. AUTHORIZING AN AGREEMENT WITH H2M ARCHITECTS & ENGINEERS FOR THE CLARKSVILLE 911-EOC PROJECT

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

October 28, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

The Office of the Albany County Executive respectfully requests authorization to enter into an information sharing access agreement with the U.S. Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) for National Flood Insurance Program (NFIP) data.

This agreement will proactively give the County access to data which can be used to better inform subsequent updates to the County's Multi-Jurisdictional Hazard Mitigation Plan, specifically the risk assessment and action development portions of the Hazard Mitigation Plan. The data may also be used for: 1) research, analysis, and feasibility studies; 2) hazard mitigation and floodplain management activities; 3) repetitive loss identification; and 4) outreach and education. In the past, NYS DHSES and DEC have been able to provide counties with this data, however they are no longer able to due to DHS/FEMA policy changes.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-2059, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for Information Sharing Access Agreement with DHS/FEMA for National Flood Insurance Program data

Date: 10/23/20
 Submitted By: Patrick Alderson
 Department: County Executive
 Title: Policy Analyst
 Phone: 518-447-3033
 Department Rep.
 Attending Meeting: Patrick Alderson

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Data Sharing Agreement

Contract Terms/Conditions:

Party (Name/address):
Department of Homeland Security (DHS)

Additional Parties (Names/addresses):
Federal Emergency Management Agency (FEMA); Federal Insurance and Mitigation Administration (FIMA)

Amount/Raise Schedule/Fee: 0

Scope of Services: The contract is for an information sharing access agreement with the Department of Homeland Security (and by extension FEMA and FIMA) to share National Flood Insurance Program (NFIP) policy and claim information with Albany County for: 1) research, analysis, and feasibility studies; 2) hazard mitigation and floodplain management activities; 3) repetitive loss identification; and 4) outreach and education.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: N/A

Revenue Amount: N/A

Appropriation Account and Line: N/A

Appropriation Amount: N/A

Source of Funding - (Percentages)

Federal: N/A

State: N/A

County: N/A

Local: N/A

Term

Term: (Start and end date) 1/1/21-12/31/23

Length of Contract: 3 years

Impact on Pending Litigation Yes No

If yes, explain: [Click or tap here to enter text.](#)

Previous requests for Identical or Similar Action:

Resolution/Law Number: [Click or tap here to enter text.](#)

Date of Adoption: [Click or tap here to enter text.](#)

Justification: (state briefly why legislative action is requested)

This agreement will proactively give the County access to data which can be used to better inform subsequent updates to the County's Multi-Jurisdictional Hazard Mitigation Plan. NFIP data will inform the risk assessment and action development portions of the Hazard Mitigation Plan. In the past, NYS DHSES and DEC have been able to provide counties with this data, however they are no longer able to due to DHS/FEMA policy changes.

INFORMATION SHARING ACCESS AGREEMENT (ISAA)

BETWEEN

**THE DEPARTMENT OF HOMELAND SECURITY/ FEDERAL EMERGENCY
MANAGEMENT AGENCY (DHS/FEMA) FEDERAL INSURANCE AND
MITIGATION ADMINISTRATION (FIMA)**

AND

THE COUNTY OF ALBANY

1. INTRODUCTION AND PURPOSE. The U.S. Department of Homeland Security/Federal Emergency Management Agency, Federal Insurance and Mitigation Administration (DHS/FEMA/FIMA) and The County of Albany (County) voluntarily enter into this Information Sharing Access Agreement (ISAA). The purpose of the ISAA is to enable FEMA to share personally identifiable information (PII) that is protected by the Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. § 552a, with the County to review National Flood Insurance Program (NFIP) policy and/or claims information for: research, analysis, and feasibility studies; hazard mitigation and floodplain management activities; repetitive loss identification; and outreach and education.

2. AUTHORITIES. This ISAA is authorized by:

- a. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (42 U.S.C. 5121 et seq.) (Stafford Act) *for declared disasters only*;
- b. Homeland Security Act of 2002, Pub. L. No. 107-296 (2002) (6 U.S.C. 101 et seq.) *for declared disasters only*;
- c. National Flood Insurance Act of 1968, Pub. L. No. 90-448, Title XIII (1968) (42 U.S.C. 4001 et seq.) (NFIA);
- d. Privacy Act of 1974 (5 U.S.C. 552a) (Privacy Act);
- e. Authority notification - DHS/FEMA 003 –NFIP Files System of Records, 79 FR 28747 (May 19, 2014) (NFIP Files SORN).

3. BACKGROUND

- a. FEMA collects, maintains, uses, and disseminates, personally identifiable information (PII) from NFIP policyholders. NFIP policyholder PII is protected by the Privacy Act and shared pursuant to the NFIP Files SORN.

- b. As authorized by the routine use provision of the Privacy Act, 5 U.S.C. § 552a(b)(3), FEMA may disclose policyholder PII to federal, state, local, and tribal government agencies to enable them to receive only the NFIP policy and claims information necessary to satisfy a specific routine use as valid and eligible under the NFIP Files SORN.
- c. This ISAA encompasses NFIP Files SORN Routine Uses (I), (L), (M), (N), (O), (R), and (T) only.
- d. This ISAA encompasses NFIP Files SORN Routine Use (G) for floodplain management enforcement *only*. Any other routine use (G) that involves investigating or prosecuting a violation or enforcing or implementing a law, rule, regulation, or order requires a separate ISAA that must be reviewed and cleared by the FEMA Privacy Office.
- e. The County certifies that it will review NFIP policy and claims information for properties within its jurisdiction L, M, O, R & T.

4. DEFINITIONS.

As used in this Agreement, the following terms will have the following meanings:

- a. **COMPUTER MATCHING:** Any computerized comparison of two or more automated systems of records, or a system of records with non-federal records, for the purpose of establishing or verifying eligibility or compliance as it relates to cash or in-kind assistance or payments under federal benefit programs. *See* 5 U.S.C. § 552a(a)(8). Pursuant to 5 U.S.C. § 552a(o), any record contained in a system of records may only be disclosed to a recipient agency or non-federal agency for use in a computer matching program pursuant to a Computer Matching Agreement (CMA) between the source agency and the recipient agency or non-federal agency.
- b. **NIST CYBERSECURITY FRAMEWORK:** National Institutes of Standards and Technology (NIST) “Framework for Improving Critical Infrastructure Cybersecurity,” which sets out a repeatable process of, “Identify, Protect, Detect, Respond and Recover,” to guide organizational cybersecurity activities and consideration of cybersecurity risk in organizational risk management processes.
- c. **PERSONALLY IDENTIFIABLE INFORMATION (PII):** Any information that permits the identity of an individual to be directly or indirectly inferred, including other information that is linked or linkable to an individual. For example, when linked or linkable to an individual, such information includes an address, name, social security number, date and place of birth, mother’s maiden name, account number, license number, vehicle identifier number, license plate number, device identifier or serial number, internet protocol address, biometric identifier (e.g., photograph, fingerprint, iris scan, voice print), educational information, financial information, medical information, criminal or employment information, and

information created specifically to identify or authenticate an individual (e.g., a random generated number). PII constitutes “Controlled Unclassified Information.”

- d. **PRIVACY INCIDENT.** The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than the authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an unauthorized purpose. The term encompasses both suspected and confirmed incidents involving PII, whether intentional or inadvertent, which raises a reasonable risk of harm.
- e. **SYSTEM SECURITY PLAN.** Formal document that provides an overview of the security requirements for the information system and describes the security controls in place or planned for meeting those requirements. For instance, technical controls typically include Access Control (IA), Audit and Accountability (AU), Identification and Authentication (IA), and System and Communications (SC).

5. RESPONSIBILITIES.

- a. FEMA’s responsibilities under this ISAA are as follows:
 - i. Share with the County the NFIP policyholder data found in Appendix A of this agreement.
 - ii. Transmit the NFIP policyholder data and related information listed in Appendix A to the County in password protected format via encrypted email.
 - iii. Ensure that NFIP policyholder data is accurate, complete, and up-to-date as reasonably necessary.
 - iv. FEMA shall not take any adverse action or limit any of its Federal benefits as a result of this sharing of information.
- b. The County’s responsibilities under this ISAA are as follows:
 - i. Use and maintain the NFIP policyholder PII under this ISAA only to review NFIP policy and claims information for properties within its jurisdiction L, M, O, R & T. The NFIP policyholder PII provided by FEMA under this ISAA may not be used for any other purpose.
 - ii. Instruct all individuals with access to NFIP policyholder PII regarding 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 NFIP policyholder PII covered by this Agreement.

- iii. Employ appropriate administrative, technical, and/or physical safeguards to secure any and all NFIP policyholder PII shared under the provisions of this ISAA, whether in physical or electronic form, and store PII only in places and in a manner, that are safe from access by unauthorized persons or for unauthorized use.
- iv. Limit access to NFIP policyholder PII provided by FEMA under this ISAA only to the authorized County personnel to review NFIP policy and claims information for properties within its jurisdiction L, M, O, R & T on behalf of County. This includes all entities and individuals listed in paragraphs 6 and 7.
- v. The County will not further disclose NFIP policyholder PII provided by FEMA to outside third parties without the express consent of FEMA or the NFIP policyholder(s) to whom the PII pertains including, as applicable, requests by third parties under state open access and freedom of information laws.
- vi. The County shall ensure no computer matching will occur for the purpose of establishing or verifying eligibility or compliance as it relates to cash or in-kind assistance or payments under federal benefit programs unless a separate CMA is in place.
- vii. The County will, in a timely manner, take appropriate action with regard to any request made by FEMA for access, additions, changes, deletions, or corrections of PII. In addition, the County will, in a timely manner, notify FEMA of any data errors that it discovers.
- viii. The County will destroy information provided by FEMA when no longer needed by County to meet unmet needs, acquiring property, preventing duplication of benefits, or other business need as identified within this agreement.
- ix. Pursuant to Routine Use N, provide FEMA with names, addresses of policyholders within their jurisdictions, and a brief general description of their plan for acquiring and relocating their flood prone properties for the purpose of ensuring that communities engage in floodplain management, improved real property acquisitions, and relocation projects that are consistent with the NFIP.

6. CONSENT TO THIRD PARTY ACCESS TO NFIP POLICYHOLDER PII:

At this time, the County has not indicated an intent to share NFIP policyholder PII with third party contractors.

7. POINTS OF CONTACT.

- a. The FEMA points of contact are as follows:

Monique Crewes
Acting Chief, Insurance Analytics and Policy, FIMA
202-655-8573
Monique.Crewes@fema.dhs.gov

Scott McAfee
GIS Analyst, FIMA
202-236-3255
Scott.Mcafee@fema.dhs.gov

Marianne Luhrs
Regional Flood Insurance Liaison
347-515-4874
Marianne.luhrs@fema.dhs.gov

- b. The County points of contact are as follows:

Lucas Rogers
Senior Policy Analyst
518-447-7040
Lucas.Rogers@albanycountyny.gov

Patrick Alderson
Policy Analyst
518-447-7040
Patrick.Alderson@albanycountyny.gov

8. 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.

9. NO PRIVATE RIGHT. This ISAA is an internal agreement between FEMA and the County. 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.

10. 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.

11. ISSUE RESOLUTION. FEMA and the County 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.

12. USE OF CONTRACTOR WITH ACCESS TO NFIP POLICYHOLDER PII.

When the County utilizes a contractor in connection with its performance of its obligations under the ISAA and the County provides such contractor with access to NFIP policyholder PII, the County shall provide FEMA with prompt 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. Moreover, all such contractors given access to any NFIP policyholder PII must agree to: (a) abide by the conditions set forth herein, including, without limitation, its provisions relating to compliance with minimum standards for the protection of NFIP policyholder PII and Notice of Security and/or Privacy Incident; (b) restrict use of NFIP policyholder PII only to the performance of services to County in connection with County performance of its obligations under the 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 NFIP policyholder PII within 30 days of the contractor's performance of services to the County.

13. RETURN OR DESTRUCTION OF NFIP POLICYHOLDER PII. If at any time during the term of the ISAA any part of NFIP policyholder PII, in any form, that the County obtains from FEMA ceases to be required by the County for the performance of the purpose under the ISAA, or upon termination of the ISAA, whichever occurs first, County shall, within fourteen (14) days thereafter, promptly notify FEMA and securely return the NFIP policyholder PII to FEMA, or, at FEMA's written request destroy, un-install and/or remove all copies of such NFIP policyholder PII in the County's possession or control, and certify to FEMA that such tasks have been completed.

14. ENTIRE AGREEMENT. This ISAA constitutes the entire agreement between the parties with regard to information sharing.

- 15. MODIFICATION.** This ISAA may be modified upon the mutual written consent of the parties.
- 16. 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.
- 17. EFFECTIVE DATE, DURATION AND TERMINATION.** This ISAA will become effective upon the signature of both parties and will remain in effect for three years. However, FEMA will only provide the information identified in Appendix A for the disaster period of assistance. Either party may terminate this agreement upon written notice to the other party.
- 18. NOTICE OF PRIVACY INCIDENT.** If the County, or its contractors, suspect, discover or are notified of a suspected or confirmed privacy incident relating to NFIP policyholder PII, the County 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.
- 19. PRIVACY INCIDENT HANDLING.** In the event of a privacy incident emanating from this ISAA, FEMA will investigate the incident pursuant to DHS standard procedures and will consult County to diagnose, mitigate and manage the privacy incident. The County will be responsible for carrying out all necessary measures to remedy the effects of the privacy incident.
- 20. REPORTING.** This ISAA covers several routine uses outlined in Paragraph 3 (d) and (e). Each time a record is requested under this ISAA, County will indicate the specific purpose and use of the record and the specific routine use under which the record is being requested. FEMA will keep a record of the date, nature, and purpose of each disclosure of a record under this ISAA. The Parties will coordinate to prepare a report/audit summarizing compliance with the privacy, redress, and security requirements set forth in this Agreement.
- 21. INDEMNIFICATION.** The County shall bear all costs, losses and damages to the extent resulting from County breach of the ISAA. County agrees to release, defend, indemnify, and hold harmless FEMA for claims, losses, penalties and damages and reasonable attorneys' fees and costs to the extent arising out of County's, or its contractor's, negligence, unauthorized use or disclosure of NFIP policyholder PII and/or County's, or its contractor's, breach of its obligations under the ISAA. County shall inform all of its principals, officers, employees, agents and contractors assigned to handling NFIP policyholder PII under the ISAA of the obligations contained in the ISAA.

22. PENALTIES. The County understands that if it or one of its employee/agents willfully discloses any such PII to a third party not authorized to receive it, FEMA will revoke the County's access to NFIP policyholder PII.

APPROVED BY:

FEDERAL EMERGENCY MANAGEMENT AGENCY

Jeffrey Jackson
FID Deputy Assistant Administrator
DHS/FEMA/Resilience/FIMA

Date

THE COUNTY OF ALBANY

Daniel P. McCoy
County Executive
The County of Albany
or
Daniel C. Lynch
Deputy County Executive
The County of Albany

Date

Appendix A – NFIP Data Description

The following lists the NFIP policyholder PII data elements that may be shared by FEMA with the County. The County will only receive the PII data, or data when combined with other data could lead to PII, necessary to meet the routine use:

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

NFIP System of Records Notices (SORNs) Routine Uses

A	To the Department of Justice (DOJ), including Offices of the U.S. Attorneys, or other federal agency conducting litigation or in proceedings before any court, adjudicative, or administrative body, when it is relevant or necessary to the litigation and one of the following is a party to the litigation or has an interest in such litigation: <ol style="list-style-type: none"> 1. DHS or any component thereof; 2. Any employee or former employee of DHS in his/her official capacity; 3. Any employee or former employee of DHS in his/her individual capacity when DOJ or DHS has agreed to represent the employee; or 4. The U.S. or any agency thereof.
B	To a congressional office from the record of an individual in response to an inquiry from that congressional office made at the request of the individual to whom the record pertains.
C	To the National Archives and Records Administration (NARA) or General Services Administration pursuant to records management inspections being conducted under the authority of 44 U.S.C. 2904 and 2906.
D	To an agency or organization for the purpose of performing audit or oversight operations as authorized by law, but only such information as is necessary and relevant to such audit or oversight function.
E	To appropriate agencies, entities, and persons when: <ol style="list-style-type: none"> 1. DHS suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; 2. DHS has determined that as a result of the suspected or confirmed compromise, there is a risk of identity theft or fraud, harm to economic or

	<p>property interests, harm to an individual, or harm to the security or integrity of this system or other systems or programs (whether maintained by DHS or another agency or entity) that rely upon the compromised information; and</p> <p>3. The disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with DHS's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm.</p>
F	<p>To contractors and their agents, grantees, experts, consultants, and others performing or working on a contract, service, grant, cooperative agreement, or assignment for DHS, when necessary to accomplish an agency function related to this system of records. Any individuals provided information under this routine use are subject to the same Privacy Act requirements and limitations on disclosure as are applicable to DHS officers and employees.</p>
G	<p>To an appropriate federal, state, tribal, local, international, or foreign law enforcement agency or other appropriate authority charged with investigating or prosecuting a violation or enforcing or implementing a law, rule, regulation, or order, when a record, either on its face or in conjunction with other information, indicates a violation or potential violation of law, which includes criminal, civil, or regulatory violations and such disclosure is proper and consistent with the official duties of the person making the disclosure.</p>
H	<p>To Write Your Own insurance companies as authorized under 44 CFR 62.23 to administer flood insurance in partnership with FEMA.</p>
I	<p>To federal, state, local, and tribal government agencies, insurance companies, and established voluntary organizations in order to determine eligibility for benefits, verify non-duplication of benefits following a flooding event or another disaster, and provide needs unmet by NFIP claims payouts within their jurisdictions and service areas.</p>
J	<p>To state government agencies in order to provide GFIP certificates for carrying out the purposes of the NFIP within its jurisdiction.</p>
K	<p>To property loss reporting bureaus, state insurance departments, and insurance companies to investigate fraud or potential fraud in connection with claims, subject to the approval of the DHS Office of the Inspector General.</p>
L	<p>To state, local, and tribal government agencies to ascertain the degree of financial burdens they expect to assume in the event of a flooding disaster within its jurisdiction.</p>
M	<p>To state, local, and tribal government agencies to further NFIP outreach and education activities within their jurisdiction.</p>
N	<p>To state, local, and tribal government agencies that provide names, addresses of policyholders within their jurisdictions, and a brief general description of their plan for acquiring and relocating their flood prone properties for the purpose of ensuring that communities engage in floodplain management, improved real property acquisitions, and relocation projects that are consistent with the NFIP. This is contingent upon the Federal Insurance Mitigation Administration determining that the use furthers the flood plain management and hazard mitigation goals of the agency.</p>

O	To the Army Corps of Engineers and federal, state, local, and tribal government agencies to review NFIP policy and claims information for properties within its jurisdiction in order to assist in hazard mitigation and floodplain management activities, and in monitoring compliance with the floodplain management measures adopted by the community.
P	To lending institutions and mortgage servicing companies for purposes of assisting with lender compliance.
Q	To current owners of properties for the purpose of providing the dates and dollar amounts of past loss payments made to the said property.
R	To federal, state, local, and tribal government agencies to conduct research, analysis, and feasibility studies of policies and claims within its jurisdiction.
S	To financial institutions for purposes of providing referral or cooperative reimbursement payments to insurance agents to share marketing and advertising costs between NFIP and entities participating in the NFIP.
T	To community officials and representatives to provide repetitive loss records of properties within that community.
U	To OMB in for purposes related to the review of private relief legislation in accordance with OMB Circular No. A-19.
V	To private reinsurers, private capital firms, and financial institutions for the purposes of preparing NFIP assumption of risk proposals.
W	To the news media and the public, with the approval of the Chief Privacy Officer in consultation with counsel, when there exists a legitimate public interest in the disclosure of the information, when disclosure is necessary to demonstrate the accountability of DHS's officers, employees, or individuals covered by the system, except to the extent the Chief Privacy Officer determines that release of the specific information in the context of a particular case would constitute an unwarranted invasion of personal privacy.

<https://www.gpo.gov/fdsys/pkg/FR-2014-05-19/html/2014-11386.htm>



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

October 28, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

The Office of the Albany County Executive respectfully request authorization to apply for the Building Resilient Infrastructure and Communities grant. Applications are being submitted for two projects: 1) culvert replacement at Sunset Hill Road (CR 405) over Eight Mile Creek; and 2) updating the County's Multi-Jurisdictional Multi-Hazard Mitigation Plan.

The Building Resilient Infrastructure and Communities (BRIC) program replaces the Pre-Disaster Mitigation (PDM) program and prioritizes comprehensive, long-term risk reduction strategies that improve public infrastructure, mitigate risk to one or more Community Lifelines, incorporate nature based solutions, and support adoption and enforcement of improved/modernized building codes.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-2060, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Request to apply for DHS/FEMA FY20 Building Resilient Infrastructure and Communities (BRIC) grant

Date: 10/23/20
 Submitted By: Patrick Alderson
 Department: County Executive
 Title: Policy Analyst
 Phone: 518-447-3033
 Department Rep.
 Attending Meeting: Patrick Alderson

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

New

Submission Date Deadline 12/2/2020

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
NYS Division of Homeland Security and Emergency Services (DHSES)

Additional Parties (Names/addresses):
Department of Homeland Security (DHS); Federal Emergency Management Agency (FEMA)

Amount/Raise Schedule/Fee: \$970,000
Scope of Services: The application is for two projects: 1) culvert replacement at Sunset Hill Road (CR 405) over Eight Mile Creek; and 2) updating the County's Multi-Jurisdictional Multi-Hazard Mitigation Plan.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: 75

State: Click or tap here to enter text.

County: 25

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 08/1/21-07/31/24

Length of Contract: 36 months

Impact on Pending Litigation Yes No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Office of the County Executive requests approval to apply for DHS/FEMA's Building Resilient Infrastructure and Communities grant. The County submitted letters of intent (due 9/30/20) for: 1) culvert replacement at Sunset Hill Road (CR 405) over Eight Mile Creek; and 2) updating the County's Multi-Jurisdictional Multi-Hazard Mitigation Plan. Both projects have been deemed eligible for the BRIC grant by the NYS Division of Homeland Security and Emergency Management (DHSES).

**NYS Division of Homeland Security and Emergency Services
 FY 2020 Building Resilient Infrastructure and Communities (BRIC) and
 Flood Mitigation Assistance (FMA)
 Letter of Intent (LOI) for Planning Grants**

Please use this LOI for the following categories under FEMA's Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA) programs. Please check the box for the program under which you are submitting this LOI. DHSES may reject incomplete LOI submissions.

- Building Resilient Infrastructure and Communities (BRIC)
 - Capability and Capacity Building (C&CB): includes Hazard Mitigation Planning and Planning Activities
- Flood Mitigation Assistance (FMA)
 - Project Scoping (previously Advance Assistance)
 - Flood Hazard Mitigation Planning

DHSES encourages subapplicants to submit LOIs for the update of HMPs that will expire before July 2023. The state will not support funding for plans that evaluate risk to a single community in a county, or to a County's assets without including those of all participating jurisdictions.

LOIs are due 9/30/20 @ 5:00 pm. Submit completed LOI to HazardMitigation@dhses.ny.gov

Authorized Point of Contact:

Name: Patrick Alderson
 Organization: Albany County Executive's Office
 Address: 112 State Street, Room 1200
Albany, NY 12207
 Phone & Fax: 518-447-3033
 Email: patrick.alderson@albanycountyny.gov

Name of Current/Lapsed FEMA Approved Hazards Mitigation Plan:

Albany County Multi-Jurisdictional Multi-Hazard Mitigation Plan Date of Approval: 10/03/2018

Planning Proposal Information:

Estimated Cost: \$100,000 Estimated Timeline for Completion: 2023, subject to completion of Resiliency Plan

For Hazard Mitigation Planning (including Flood Hazard Mitigation Planning) and Planning-related activities, on a separate sheet of paper, please identify:

- a) Communities to be covered by the new/updated plan;
- b) Combined population of all communities to be covered by the plan;
- c) Any communities that will be new participants;
- d) Any communities that will not be participants, and why.

For other C&CB activities and Project Scoping, on a separate sheet of paper, please provide a detailed description of the problem or the risk to be addressed and a detailed description of the proposed activity.

I certify that I am a subapplicant or an authorized point of contact, and that the information provided is accurate to the best of my knowledge. I understand that during the application development phase I will have to certify that the non-Federal funding share (at least 25% of final project cost) will be available if an award is received.

Signed:  Date: 9/30/2020

Name (print): Patrick Alderson Title: Policy Analyst



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

MEMORANDUM

To: NYS DHSES
From: County of Albany
Date: 9/30/2020
RE: FY2020 BRIC Letter of Intent

Project Summary – Hazard Mitigation Plan Update

Objective: Albany County’s Multi-Jurisdictional Multi-Hazard Mitigation Plan expires in 2023. The County is applying for the BRIC grant to update its Hazard Mitigation Plan (HMP) and identify actionable mitigation projects based on the update. The update will incorporate the County’s Resiliency Plan and will be guided by the FEMA Community Lifeline framework.

Since the most recent approval of the County’s HMP in 2018, FEMA has launched the Community Lifelines framework. Updating Albany County’s plan through the lens of this framework will allow the County to draw explicit connections between Community Lifelines and hazard mitigation. Additionally Albany County is beginning the development of a Countywide Resiliency Plan, which will ultimately allow the County to identify specific resiliency projects and plan for their implementation. The Resiliency Plan should be completed by late 2021/early 2022, at which point the update to the HMP would commence.

Using the information identified during the planning and development of a Resiliency Plan, Albany County will update its Hazard Mitigation Plan to align with the Resiliency Plan and incorporate the Community Lifelines framework to guide the update of its HMP. Updating the Hazard Mitigation Plan following this process allows the County to streamline how its plan is updated and ensures a comprehensive approach – thereby building resilience to both the direct and cascading impacts of the most likely disruptive events. The County plans to retain a planning and engineering consultant to assist with the update to its HMP.

All jurisdictions in Albany County will participate and be covered by the new/updated Hazard Mitigation Plan. This covers a population of roughly 308,000 (ACS, 2018).

**NYS Division of Homeland Security and Emergency Services
 FY 2020 Building Resilient Infrastructure and Communities (BRIC) and
 Flood Mitigation Assistance (FMA)
 Letter of Intent (LOI) for Project Grants**

Please use this LOI for the following categories under FEMA's Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA) programs. Please check the box for the program under which you are submitting this LOI. DHSES may reject incomplete LOI submissions.

- Building Resilient Infrastructure and Communities (BRIC)
 - Mitigation Projects
- Flood Mitigation Assistance (FMA)
 - Community Flood Mitigation Projects
 - Individual Flood Mitigation Projects

LOIs due 9/30/20 @ 5:00 pm. Submit one LOI for each project to HazardMitigation@dhses.ny.gov

Authorized Point of Contact:

Name: Lucas Rogers
 Organization: County of Albany
 Address: 112 State Street, Albany NY 12207
 Phone & Fax: 518-447-5566
 Email: Lucas.Rogers@albanycountyny.gov

Name of Current/Lapsed FEMA Approved Hazards Mitigation Plan*:
 *A FEMA-approved Hazard Mitigation Plan must be in place by January 29, 2021 to be eligible for BRIC and/or FMA funding.

Albany County Multi-jurisdictional Multi-Hazard Mitigation Plan Date of Approval: 12/11/18

Project Information:

Project title: Sunset Hill Road (CR 905) Culvert Replacement
 Estimated Cost: \$ 870,000 Estimated Timeline for Completion: September 2022

- On a separate sheet, provide a detailed description of the problem or the risk to be addressed, including:
- a) The cause of the problem;
 - b) How long the problem has existed;
 - c) The types of damages that occur (including dates and the approximate costs); and,
 - d) Any studies that have been performed.

On the same sheet(s), describe in detail the proposed mitigation measure and how it will mitigate the problem.

For acquisition and elevation projects, please submit a list of property addresses.

I certify that I am a subapplicant or the authorized point of contact, and that the information provided is accurate to the best of my knowledge. I understand that during the application development phase I will have to certify that the non-Federal funding share (up to 25% of final project cost) will be available if an award is received.

Signed: [Signature] Date: 9/30/2020
 Name (print): Lucas Rogers Title: Senior Policy Analyst



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
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WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

To: NYS DHSES

From: County of Albany

Date: 9/30/2020

Subject: FY2020 Building Resilient Infrastructure and Communities (BRIC) Letter of Intent for Project Grants

- A. The cause of the problem is that the existing pipes are not large enough to handle heavy rain events
- B. The problem has existed for at least twenty years. Attempts to rectify have been made over the years but the flood risk has not been fully remedied.
- C. The types of damage that occurs vary depending on the storm event. Sometimes the shoulders get washed out. Other times, particularly during tropical storm events like Hurricane Irene and Lee, the road was partially washed out.
- D. The area has been surveyed, but no study has been performed.

Proposed mitigation measure: Proposed project is CR 405 (Sunset Hill Rd.) over eight mile creek culvert replacement. Project would replace 3 5' diameter x 60' long corrugated metal pipes with a single span precast concrete box culvert. Design and construction inspection costs estimate is \$155,000.00. Construction cost estimate is \$715,000.00.



Homeland Security and Emergency Services

**FY 2020 Federal Emergency Management Agency (FEMA)
Hazard Mitigation Assistance (HMA) Funding Opportunities**

Building Resilient Infrastructure and Communities (BRIC) & Flood Mitigation Assistance (FMA)

September 30, 2020

Key Dates and Deadlines

Date of Announcement:	September 16, 2020
LOIs due to DHSES:	September 30, 2020 - 5:00pm
Notifications to Proceed:	October 7, 2020
Subapplications due to DHSES:	December 2, 2020 - 5:00pm
Applications due to FEMA:	January 29, 2021



Eligible Applicants

Applicant:

NYS Division of Homeland Security and Emergency Services (DHSES)

Eligible Subapplicants:

- State Agencies
- Local Governments
- Indian Tribal Governments (may also apply directly to FEMA as Applicants)

Eligible subapplicants must apply directly to DHSES.

Individuals, businesses, and non-profit organizations are not eligible to apply; however, an eligible subapplicant may apply on behalf of individuals, businesses, and non-profit organizations.

Subapplicants *must* have a FEMA-approved Local Hazard Mitigation Plan by the application deadline (January 29, 2021) and at the time of obligation of grant funds (estimated September 2021).



Building Resilient Infrastructure and Communities (BRIC)

BRIC replaces the Pre-Disaster Mitigation (PDM) program and prioritizes comprehensive, long-term risk reduction strategies that improve public infrastructure, mitigate risk to one or more Community Lifelines, incorporate nature-based solutions, and support adoption and enforcement of improved/modernized building codes.

Total Available Nationwide Funding: \$500M

1) Capability and Capacity Building (C&CB)

Total federal funding available: \$33,600,000

New York State maximum allocation: \$600,000 (federal share)

2) Mitigation Projects

Total federal funding available (nationally competitive): \$446,400,000

Maximum project cost: \$50,000,000 (federal share)

Subapplication limit for Applicants: Unlimited



BRIC **Capability and Capacity Building | Eligible Activities**

New York State maximum allocation: \$600,000 (federal share)

C&CB activities are those which enhance the knowledge, skills and expertise of the current workforce to expand or improve the administration of mitigation assistance.

Eligible activities include:

- Building codes activities
- Partnerships
- Project scoping
- Hazard Mitigation Planning
- Planning-related activities

NYS will make available up to \$600,000 for C&CB activities, \$300,000 of which may be used for mitigation planning and planning-related activities.



BRIC

Mitigation Projects | Eligible Activities

Total federal funding available (nationally competitive): \$446,400,000

Maximum project/subapplication cost: \$50,000,000 (federal share)

Cost-effective projects designed to increase resilience and public safety, reduce injuries and loss of life, and reduce damage to property, critical services, facilities, and infrastructure.

Eligible Activities include:

- Property Acquisition
- Structure Elevation
- Structural Retrofitting; Dry Floodproofing
- Localized flood reduction measures
- Floodplain restoration
- Green infrastructure improvements
- Roadway elevation, culvert enlargements
- Soil Stabilization
- Storm water drainage system expansion/upgrade
- Retention or detention basins
- Streambank stabilization to protect infrastructure
- Placing overhead electrical systems underground
- Generators for Critical Facilities



BRIC

Mitigation Projects | Eligibility Criteria

All mitigation projects must:

- Be technically feasible
- Be proven cost-effective using FEMA's Benefit-Cost Analysis (BCA) v6.0 software;
- Include a BCA containing all back-up documentation;
- Solve a problem independently, or constitute a functional portion of a long-term solution for which there is assurance that the project as a whole will be completed;
- Address a problem that has been repetitive or that poses a risk to public health and safety and improved property if left unresolved;
- Contribute to a long-term solution to the problem it is intended to address; and
- Account for long-term changes to the areas and entities it protects and has manageable future maintenance and modification requirements.



BRIC

Evaluation Criteria

DHSES will review all subapplications for programmatic eligibility and completeness. All subapplications that pass the programmatic review will be ranked based on a review that is aligned with FEMA's Evaluation Criteria and submitted to FEMA.

FEMA will also review all subapplications to ensure programmatic eligibility. Subapplications submitted to the national competition that pass the programmatic review will be scored with technical and qualitative evaluation criteria as described on page 19 of the BRIC NOFO.

Flood Mitigation Assistance (FMA)

The FMA program is specifically designed to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP).

Total Available Nationwide Funding for FMA: \$160,000,000



Flood Mitigation Assistance (FMA)

1) Project Scoping (previously Advance Assistance)

New York State federal funding limit: \$600,000 for all subapplications combined.

Activities to develop community flood mitigation projects and/or individual flood mitigation projects that will subsequently reduce flood claims against the NFIP.

2) Community Flood Mitigation Projects Project LOI

Total federal funding available (nationally competitive): \$70M

Maximum project/subapplication cost: \$30M

Projects that address community flood risk for the purpose of reducing NFIP flood claim payments.

Examples include, but are not limited to:

- Localized flood control
- Floodwater storage and diversion
- Floodplain and stream restoration
- Stormwater management
- Wetland restoration/creation



Flood Mitigation Assistance (FMA)

3) Flood Hazard Mitigation Planning

Funding limit: \$100,000 for all subapplications combined

(\$50,000 cap for state subapplications and \$25,000 cap for local subapplications)

Planning subapplications to enhance or update the flood hazard component of State, Local, Territory, and Tribal Hazard Mitigation Plans and plan updates.

4) Individual Flood Mitigation Projects

Projects that mitigate the risk of flooding to individual NFIP-insured structures.



Cost Share

All projects require a cost share.

The non-federal cost share may consist of cash, donated or third-part in-kind services, materials, or any combination thereof.

- The cost share for BRIC is 75% federal and 25% non-federal.
Small, impoverished communities are eligible for an increase in cost share up to 90 percent federal and 10 percent non-federal.
- The cost share for FMA is generally 75% federal and 25% non-federal.
FEMA may increase the cost share to 100% federal for severe repetitive loss (SRL) properties and 90% federal for repetitive loss (RL) properties.



Allowable Costs

Pre-Award Costs

Subapplicants who are awarded BRIC or FMA funding are eligible for reimbursement of pre-award costs directly related to developing the subapplication.

Subapplicants must have incurred these costs prior to subapplication submission, and must identify these costs as an individual line item in the cost estimate.

Management Costs

Subapplicants who are awarded BRIC or FMA funding are eligible for reimbursement of up to 5% of the total project award for management costs.

Subapplicants must add management cost activities to the Scope of Work section and identify a line item in the Cost Estimate section of the FEMA GO application.



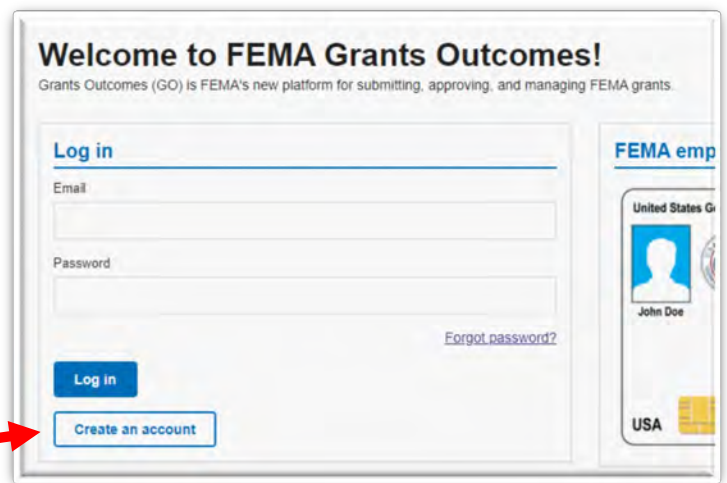
Subapplication Submittal – FEMA GO

Eligible subapplicants will be notified by DHSES to proceed to subapplication development by October 7, 2020.

All subapplications must be submitted through FEMA's new grants management system, FEMA Grants Outcome (FEMA GO).

To register for FEMA GO, visit:

<https://go.fema.gov/>



Questions & Contact

Hazard Mitigation Programs

NYS Division of Homeland Security & Emergency Services

1220 Washington Avenue, Bldg. 7A, 3rd Floor

Albany, NY 12242

518-292-2304 (Main Line)

www.dhSES.ny.gov/recovery

HazardMitigation@dhSES.ny.gov