AGREEMENT
INFORMATION SHARING AND RESTRICTIONS ON INFORMATION HANDLING

The U.S. Environmental Protection Agency (EPA) is performing removal and remedial actions at the U.S. Smelter and Lead Refining, Inc. Site (Site) in East Chicago, Indiana, to protect human health and the environment, pursuant to its authorities under Section 104 the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9604, and not inconsistent with Section 300.415 of the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. § 300.415. EPA is also working with the U.S. Department of Housing and Urban Development (HUD) to facilitate the permanent relocation of residents of the West Calumet Housing Complex, located within Zone 1 of Operable Unit 1 of the Site. EPA is performing these actions in coordination with various city, state, and federal entities, including but not limited to the City of East Chicago, the East Chicago Housing Authority (ECHA), the East Chicago Health Department (ECHD), the Agency for Toxic Substances and Disease Registry (ATSDR), HUD, the United States Army Corps of Engineers (USACE), the Indiana Department of Environmental Management (IDEM), and the Indiana State Department of Health (ISDH) (collectively, the Signatories).

To facilitate EPA's activities at the Site and consistent with the terms of this of Memorandum of Agreement (Agreement), EPA may provide EPA-obtained documents or other records for use by the Signatories. This shared information may contain controlled unclassified information, including Personally Identifiable Information (PII) of individuals affected by contamination at the Site.

Consistent with federal law and the EPA's Privacy Policy (CIO Policy 2151.0), the Signatory agrees that such documents or other records shall be handled in accordance with the following terms:

a. As used in this Agreement, the term "controlled unclassified information" means: (1) personally identifiable information, as defined in EPA's Privacy Policy, or (2) records that would be exempted from disclosure pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, including information such as "personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy" that is subject to Exemption 6 and EPA's regulations at 40 C.F.R. Part 2. PII includes names, street or mailing addresses, phone numbers, email addresses, and any other contact information that is used to locate and identify individual residents.

b. Specifically, by this Agreement, EPA requires that PII obtained by EPA and provided to Signatories be maintained in a manner consistent with EPA's Privacy Policy (CIO Policy 2151.0), and specifically, the privacy controls issued by National Institute of Standards and Technology (NIST) Special Publication 800-53 to protect PII.

c. No provision within this Agreement constitutes a determination of whether or not information has been deemed to be releasable to the public under FOIA or other federal law or regulation. This Agreement is to be read and applied consistent with FOIA and other federal laws and regulations. *See* 5 U.S.C. § 552; 42 U.S.C. § 300(i).

d. Any information to be provided by EPA to Signatories that contains PII shall be labeled "Controlled Unclassified." EPA will to the extent practicable, label each page of each document or record prior to production to each Signatory.

e. Information designated as controlled under this Agreement shall not be used by Signatories for any purpose other than to implement EPA's activities at the Site.

f. Each Signatory to this Agreement shall take all necessary and appropriate measures to comply with the terms of this Agreement, shall share information designated as controlled PII only with persons authorized to receive it within the Signatories' respective Organizations and pursuant to the information sharing provisions set forth herein, and shall retain the information in a secure manner consistent with EPA's Privacy Policy for maintenance of PII and specifically, the privacy controls issued by National Institute of Standards and Technology (NIST) Special Publication 800-53 to protect PII.

g. All records released under this Agreement to Signatories by EPA are EPA records and must be handled consistent with EPA Privacy Policy and federal Law. Once the Emergency has ended, all records and copies of records shall be returned to EPA upon demand. If any Signatory receives a request or demand for any record(s) it has received through this Agreement, that Signatory shall immediately notify EPA. EPA will provide direction on how to proceed regarding the request or demand.

h. Signatories will promptly report breaches of PII, unauthorized disclosures or releases and system vulnerabilities to EPA in accordance with Agency policies and procedures.

i. All copies, duplicates, extracts, etc. of information designated as controlled hereunder shall be subject to the same terms set forth herein to the same extent and manner as the original documents.

This Agreement is effective immediately upon the date of signature of the designated representative below.

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SIGNATORY AUTHORITIES

Carla Morgan

Signature

11/9/2016

Date

Carla Morgan

Name

CITY ATTORNEY

Title

City of East Chicago Law Department

Organization