

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE U.S. DEPARTMENT of
HOUSING and URBAN DEVELOPMENT (HUD)
Office of the Chief Information Officer
and
U.S. DEPARTMENT of LABOR (DOL)
Wage and Hour Division**

1. TERM OF AGREEMENT

This Memorandum of Understanding (MOU) shall be effective upon signature of the authorized representatives of the U.S. Department of Housing and Urban Development Office of the Chief Information Officer (HUD-OCIO) and the US Department of Labor Wage and Hour Division (DOL-WHD) (collectively, the "parties") and shall remain in effect until April 30, 2024, or until terminated in accordance with the terms of this MOU.

2. INTRODUCTION AND PURPOSE

- A. The US Department of Housing and Urban Development's (HUD) mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. More information about HUD and its programs is available at www.hud.gov and <https://espanol.hud.gov>. The mission of the Office of the Chief Information Officer (OCIO) is to enable delivery of HUD programs, services, and management processes by providing high-quality information, technology solutions and services.

In coordination with DOL-WHD, HUD has responsibility for the implementation and enforcement of certain Davis-Bacon and Related Acts (DBRA), particularly with respect to HUD-assisted and insured housing and community development programs.

- B. The DOL-WHD is responsible for administering and enforcing a wide range of labor laws, including the Fair Labor Standards Act, the Family and Medical Leave Act, the Migrant and Seasonal Agricultural Worker Protection Act, worker protections provided in several temporary visa programs, and the prevailing wage requirements of the DBRA and the Service Contract Act (SCA). Nothing in this agreement limits DOL-WHD's enforcement of these and other statutes. DOL-WHD efforts to build capacity around data analytics is consistent with the government-wide Federal Data Strategy.
- C. HUD-OCIO and DOL-WHD are entering into this MOU in order to improve compliance with the requirements of the DBRA. Specifically, HUD is seeking

access to DBRA wage determinations in bulk format in order to integrate the wage determinations into its own case management software. DOL-WHD currently makes DBRA wage determinations available via beta.sam.gov. However, this data is not currently available in a bulk format; rather, each individual wage determination is available in a text format for download or printing directly from the website.

3. ROLES AND RESPONSIBILITIES

- A. Director to the CTO - Project Representative (PR)
Name: Eric Ku
Address: U.S. Department of Housing and Urban Development - OCIO
451 7th Street, SW,
Washington, DC 20410
Phone: (202) 402-4806
- B. DOL-WHD Associate Administrator for the Office of Enterprise Data and Analytics (Project Manager)
Name: Brandon Brown
Address: US Department of Labor
200 Constitution Ave., NW
Washington, DC 20210
Phone: 202-693-0271
- C. The PR and PM shall be responsible for technical oversight of the specified product or service as set forth in this MOU. In carrying out these responsibilities, they will operate within the scope of applicable regulations, current authorities, and the program authorities of the MOU. For HUD-OCIO, they also have the authority to make changes, extend the MOU or terminate the MOU. For DOL-WHD, DOL-WHD or its designee has the authority to make changes, extend the MOU or terminate the MOU.

4. TRANSMITTAL PROCEDURES

- A. DOL-WHD shall transmit bulk wage determination data to include:
- Wage Determination Number – GDNAME
 - County – COUNTY
 - State – STATE
 - Construction Type – CONSTR
 - Date of Wage Determination – GDEFFDATE
 - Classification – CRAFT
 - Base Hourly Rate – RATE

- Fringe Benefit – BENEFIT

B. Additional qualifying information, such as inclusionary/exclusionary language on the craft or locality, will be formatted by DOL-WHD for access by HUD-OCIO.

C. DOL-WHD will share this combined information with HUD-OCIO via an e-mail message with link to an automated programming interface (API).

D. The source for complete Davis-Bacon Wage Determinations applicable to DBRA-covered projects is beta.sam.gov.

5. LIABILITY

- A. Each party to this MOU shall be liable for the acts and omissions of its own employees.
- B. Neither HUD-OCIO nor DOL-WHD shall be liable for any injury to another party's personnel or damage to another party's property unless such injury or damage is compensable under the Federal Tort Claims Act [28 U.S.C. 1346(b)], or pursuant to other Federal statutory authority.

6. THIRD PARTY RIGHTS

This MOU does not confer any rights or benefits on any third party.

7. PRIVACY

HUD-OCIO and DOL-WHD will assure the integrity and accuracy of personal and financial data. These agencies will perform their duties in a manner that recognizes and enhances individuals' rights of privacy and will make certain that their activities are consistent with law, regulations, and good administrative practices.

8. EFFECTIVE DATE

The effective date of this MOU is the date it has been signed by all parties to the Agreement. This MOU will be effective upon the latest date on which both the signatures of HUD-OCIO and DOL-WHD authorized representatives have been executed below (the "Effective Date").

9. AMENDMENT OF MOU

This MOU may be amended by deletion or modification of any provisions, provided that such amendment is in writing and is signed by all parties to the MOU.

10. LIMITATIONS

The terms of this MOU are not intended to alter, amend, or rescind any current agreement or provision of federal law now in effect. Any provision of this MOU that conflicts with federal law or regulation will be null and void. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but is a basic statement of the understanding between HUD-OCIO and DOL-WHD. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

As noted above, the intention of this MOU is to enable HUD to obtain DOL-WHD's existing DBRA wage determinations in a bulk format to facilitate HUD's enforcement of the DBRA. HUD may not use this data, or enable HUD contractors, subcontractors, or recipients of HUD funds or other assistance to use this data, to create customized DBRA wage determinations or to use general DBRA wage determinations that are inconsistent in any way with the wage determinations published on beta.sam.gov

HUD may not share wage determination data in bulk format outside of HUD without the prior approval of DOL-WHD in writing. If the data is the subject of a request under the Freedom of Information Act, HUD shall refer the request for the data to DOL-WHD for processing and direct response to the requester.

11. EVALUATION OF AGREEMENT

HUD-OCIO and DOL-WHD will review this MOU annually to determine whether the provisions of this Agreement require amendment or revision and whether each agency is complying with the provisions of the Agreement. The method of review (conference call, meeting, email) will be jointly determined by the Project Manager and Project Representative.

12. TERMINATION OF MOU

This MOU will remain in effect until April 30, 2024, unless it is terminated as provided in this MOU or amended in writing by a subsequent agreement executed by the parties' authorized representatives. This MOU may be

cancelled upon 30 calendar days written notice by either HUD-OCIO or DOL-WHD.

13. SIGNATURE

This MOU will be effective upon the latest date on which both the signatures of the HUD Director to the CTO and DOL-WHD's Associate Administrator for the Office of Enterprise Data and Analytics have been executed below (the "Effective Date").

DEPARTMENT OF LABOR

Brandon S. Brown

6/10/2021

Brandon Brown

Date

Associate Administrator, Office of Enterprise Data and Analytics
Wage and Hour Division
United States Department of Labor

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Christopher S. Webber

6/8/2021

Christopher Webber

Date

Principal Deputy CIO
Office of the Chief Information Officer
Department of Housing and Urban Development