
Cooperating Technical Partners
Memorandum of Understanding



FEDERAL EMERGENCY MANAGEMENT AGENCY
and
SANTA CRUZ COUNTY, CALIFORNIA

This Memorandum of Understanding ("MOU") is made on (date) August 6, 2003, by these parties: Santa Cruz County Planning Department and the Federal Emergency Management Agency (FEMA).

BECAUSE the National Flood Insurance Program (NFIP) established by the National Flood Insurance Act of 1968 has several purposes, the most significant being

- To better indemnify individuals from losses through the availability of flood insurance;
- To reduce future flood damages through community floodplain management regulations; and
- To reduce costs for disaster assistance and flood control.

BECAUSE a critical component of this program is the identification and mapping of the nation's floodplains to create a broad-based awareness of the flood hazard and to provide the data necessary for community floodplain management programs and to actuarially rate flood insurance;

BECAUSE the Federal Emergency Management Agency (FEMA) administers the National Flood Insurance Program (NFIP) and is authorized by §1360 of the National Flood Insurance Act of 1968, as amended (42 U.S.C. 4101), to establish and update flood-risk zone data in floodplain areas. Further, in the identification of flood-prone areas, FEMA is authorized to consult with, receive information from, and enter into agreements or other arrangements with the head of any State, regional, or local agency;

BECAUSE FEMA encourages strong Federal, State, regional, and local partnerships for the purposes of reducing flood losses and disaster assistance; and FEMA has determined that it is advantageous to encourage and formalize greater cooperation in the flood hazard identification and mapping processes; and many communities and the agencies that serve them have developed considerable technical capabilities and resources that provide the opportunity to improve and expand the collection, development, and evaluation of flood hazard data; and

BECAUSE Santa Cruz County participates in the NFIP, and Santa Cruz County has been deemed by FEMA to be in good standing in the NFIP; and

BECAUSE Santa Cruz County is willing to act as a repository of information concerning flood hazard identification information relating to the Santa Cruz area, and to share County GIS data and information to assist FEMA in the flood hazard identification and mapping processes;

NOW THEREFORE, it is mutually agreed that the parties enter into this MOU subject to the terms and conditions recited below.

1. CONSULTATIONS

The parties shall consult with each other to integrate each other's contributions into flood hazard identification efforts. Questions regarding the execution of the agreement will be resolved by an implementation committee consisting of a FEMA representative and a County representative. In states where statutory and/or regulatory requirements require the state's review and/or approval of new flood hazard data, a state representative will also serve on the implementation committee as appropriate.

2. EVALUATION AND REPORTING

The parties shall annually review the process created by the MOU to determine and document the activities undertaken to maintain accurate flood hazard data, and to revise the MOU as necessary.

3. RESOURCE COMMITMENT

The parties may commit appropriate human, technical, and available financial resources to coordinate effectively with all entities impacted by flood hazard identification efforts to implement this MOU.

4. STANDARDS

Unless otherwise agreed to by the parties, all flood hazard identification activities will be accomplished in accordance with the standards documented in *Guidelines and Specifications for Flood Hazard Mapping Partners*, dated February 2002, and all subsequent revisions. Applicable standards shall be reviewed by the parties prior to start of work on any particular MAS items.

5. SPECIFIC INITIATIVES

When specific FEMA initiatives, projects, or activities are to be performed, they will be forwarded through and negotiated by the Planning Department, Santa Cruz County and shall be attached as negotiated Mapping Activity Statement (MAS) items. For this Memorandum of Agreement to go into effect, no MAS items are required.

6. TERM

The respective duties, responsibilities and commitments of the parties in this agreement shall begin on the date this Agreement is signed by the parties and may be periodically renewed, revised, or terminated at the option of any of the parties. The parties agree that a 60-day notice shall be given prior to the termination of this agreement.

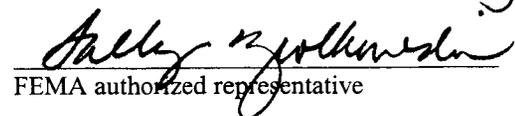
6. REIMBURSEMENT GRANTS

FEMA and Santa Cruz County agree to cooperate in the preparation, filing, and seeking approval of, applications for possible grant funding to reimburse the County for work, materials and other expenses incurred while performing County functions called for in this MOU.

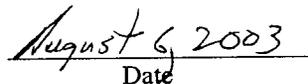
THEREFORE, each party has caused this Agreement to be executed by its duly authorized representatives on the date mentioned above.



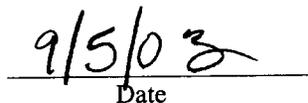
Santa Cruz County, Authorized Representative
ALVIN James, Planning Director



FEMA authorized representative



Date



Date