



FEMA

**COOPERATING TECHNICAL PARTNERS
PARTNERSHIP AGREEMENT**

Res 2011-7

AGREEMENT is made on April 8, 2011, by these parties: St. Johns County, Florida, 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 the NFIP is the identification and mapping of the nation's floodplains to create a broad-based awareness of flood hazards and to provide the data necessary for community floodplain management programs and to actuarially rate flood insurance:

BECAUSE FEMA administers the 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:

BECAUSE, in the identification of floodprone 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: FEMA and its State, regional, and local partners have 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 St. Johns County participates in the NFIP (*or shares flood protection and/or floodplain management responsibilities with communities that participate in the NFIP*), St. Johns County has been deemed by FEMA to be in good standing in the NFIP: and

BECAUSE St. Johns County has expressed a desire to perform certain functions in the flood hazard identification process and has provided evidence that it has sufficient technical capability and will dedicate the resources necessary to perform those functions.

NOW THEREFORE, it is mutually agreed that the parties enter into this Agreement to work together to create and maintain accurate, up-to-date flood hazard data for St. Johns County subject to the terms and conditions recited below.

1. CONSULTATIONS

The parties shall collaborate on flood hazard identification activities and shall consult with each other to fully integrate each other's contributions into flood hazard identification efforts. Questions regarding the execution of this Agreement will be resolved by an implementation committee consisting of a FEMA representative and a St. Johns County representative. In states where statutory and/or regulatory requirements require State review and/or approval of new flood hazard data, a State representative also will serve on the implementation committee as appropriate. If the implementation committee is unable to resolve technical issues, the issues may be resolved through alternative dispute resolution procedures.

2. EVALUATION AND REPORTING

The parties shall, on an annual basis, review the partnership created by this Agreement to determine and document the activities undertaken to maintain accurate flood hazard data and to revise the Agreement as necessary.

3. RESOURCE COMMITMENT

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

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 April 2003, and all subsequent revisions.

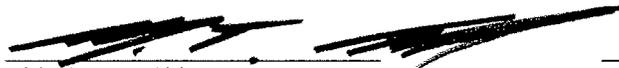
5. SPECIFIC INITIATIVES OR PROJECTS

Specific initiatives or projects to be performed under this Agreement are to be documented in Mapping Activity Statement(s), which will be attached to this Agreement when they are signed. The parties will be obligated to perform as described in the signed Mapping Activity Statement(s).

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.

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



Michael D. Wanchick
St. Johns County Chief Executive Officer

1/24/11
Date (Printed)



Brad G. Loar
FEMA Region IV Mitigation Division Director

4/8/11
Date (Printed)

CTP Partnership Agreement
St. Johns County, Florida

LEGALLY SUFFICIENT

Name
Date 1/14/11



RESOLUTION NO. 2011- 7

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A PARTNERSHIP AGREEMENT BETWEEN THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, TO AGREE IN PRINCIPLE TO WORK TOGETHER TO CREATE AND MAINTAIN FLOOD HAZARD DATA.

RECITALS

WHEREAS, the parties shall collaborate on flood hazard identification activities and shall consult with each other to fully integrate each other's contributions into the flood hazard identification efforts. Questions regarding the execution of this Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, will be resolved by an implementation committee consisting of a FEMA representative and a St. Johns County representative. In states where statutory and/or regulatory requirements require State review and/or approval of new flood hazard data, a State representative also will serve on the implementation committee as appropriate. If the implementation committee is unable to resolve technical issues, the issues may be resolved through alternative dispute resolution procedures; and

WHEREAS, the parties shall, on an annual basis, review the partnership created by this agreement to determine and document the activities undertaken to maintain accurate flood hazard data and to revise the Agreement as necessary; and

WHEREAS, the parties agree to commit the appropriate and available human, technical, and financial resources sufficient to coordinate effectively will all entities impacted by flood hazard identification efforts to implement this Agreement; and

WHEREAS, unless otherwise agreed to by the parties, all flood hazard identification will be accomplished in accordance with the standards documented in Guidelines and Specifications for Flood Hazard Mapping Partners, dated April 2003, and all subsequent revisions; and

WHEREAS, specific initiatives or projects to be performed under this Agreement are to be documented in Mapping Activity Statement(s), which will be attached to this Agreement when they are signed. The parties will be obligated to perform as described in the signed Mapping Activity Statement(s); and

WHEREAS, 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; and

WHEREAS, the County has determined that entering into the above-referenced Agreement will serve the overall interests of the County.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to execute the Agreement on behalf of the County for the purposes mentioned above, and to the extent necessary, execute any other documents or paperwork associated with the Agreement.

Section 3. The Clerk is instructed to have four (4) copies of the original Contract executed by the County Administrator.

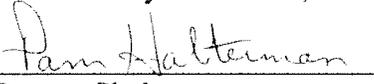
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of January, 2011.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 1/20/11

