# FEDERAL EMERGENCY MANAGEMENT AGENCY
# COOPERATING TECHNICAL COMMUNITY
# MEMORANDUM OF AGREEMENT

4

**AGREEMENT** is made on August 28, 2000, by these parties: Delaware Department of Natural Resources and Environmental Control (DNREC) 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 in order to identify these floodplain areas;

**BECAUSE** FEMA encourages strong Federal, State, regional, and local partnerships for the purposes of reducing flood losses and disaster assistance; and 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** DNREC participates in the NFIP (or shares flood protection and/or floodplain management responsibilities with communities that participate in the NFIP), and DNREC (or the communities represented by DNREC), have been deemed by FEMA to be in good standing in the NFIP; and

**BECAUSE** DNREC 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 Delaware Department of Natural Resources and Environmental Control (or communities served by Delaware Department of Natural Resources and Environmental Control) 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 the agreement will be resolved by an implementation committee consisting of a FEMA representative and a DNREC 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. If this committee is unable to resolve technical issues the resolution may be accomplished through alternative dispute resolution procedures.

## 2. EVALUATION AND REPORTING

The parties shall annually review the partnership created by the 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 human, technical, and available financial resources sufficient to coordinate effectively with all entities impacted by flood hazard identification efforts to implement this agreement.

## 4. STANDARDS

Unless otherwise indicated, all flood hazard identification activities will be accomplished according to FEMA's Guidelines and Specifications for Study Contractors (FEMA 37) dated 1/95 and FEMA's Guidelines and Specifications for Flood Map Production Coordination Contractors dated 2/17/99, and all subsequent revision to these documents.

## 5. SPECIFIC INITIATIVES

Specific initiatives or projects to be performed are attached to this agreement in the form of appendices. The parties will be obligated to perform as described in these appendices.

## 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.

| | |
|---|---|
| DNREC authorized representative | date |
| FEMA authorized representative | date |
| State representative | date |

(In states where statutory and/or regulatory requirements require the state's review and/or approval of new flood hazard data, the state will be a signatory to a community's agreement.)