FEDERAL EMERGENCY MANAGEMENT AGENCY
COOPERATING TECHNICAL PARTNERS
PARTNERSHIP AGREEMENT

AGREEMENT is made on 1/14 2004, by these parties: Fairbanks North Star Borough, Alaska, 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 in order to identify these floodprone 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

BECAUSE Fairbanks North Star Borough participates in the NFIP and has been deemed by FEMA to be in good standing in the NFIP;

BECAUSE Fairbanks North Star Borough has expressed a desire to cooperate with FEMA in the flood hazard identification process and has worked with FEMA to identify and prioritize flood mapping needs and develop a scope of study to produce updated, digital flood maps; and

BECAUSE Fairbanks North Star Borough 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.

RECEIVED
DEC 29 2003
FEMA - REGION X

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 communities in Alaska 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 Fairbanks North Star Borough representative. 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 annually 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 available human, technical, and financial resources sufficient to coordinate 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 subsequent updates.

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 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 written notice shall be given prior to the termination of this Agreement.

THEREFORE, each Mapping Partner has caused this Agreement to be executed by its duly authorized representatives on the date this Agreement is signed.

Jim Whitaker, Borough Mayor
Fairbanks North Star Borough

12/22/03
Date (Printed)

Carl L. Cook, Jr., Director
Flood Insurance and Mitigation Division
Federal Emergency Management Agency, Region X

1/14/04
Date (Printed)

Reviewed by Legal Department
Date: 12/22/03
By: Bren Hogan