

FEB 17 2004



FEDERAL EMERGENCY MANAGEMENT AGENCY
COOPERATING TECHNICAL PARTNERS
MEMORANDUM OF AGREEMENT



AGREEMENT is made on DEC., 2003, by these parties: Kent County, Michigan; the Michigan Department of Environmental Quality; and the Federal Emergency Management Agency (FEMA).

WHEREAS, 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; and

WHEREAS, a critical component of this program 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; and

WHEREAS, 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. Further, 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; and

WHEREAS, FEMA encourages strong Federal, State, regional, and local partnerships for the purpose 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;

WHEREAS, Kent County and the Michigan Department of Environmental Quality (MDEQ) shares flood protection and/or floodplain management responsibilities with the Townships of Ada, Algoma, Alpine, Caledonia, Cannon, Plainfield, and Sparta; the Charter Township of Cascade; the Cities of East Grand Rapids, Grand Rapids, Grandville, Kentwood, Lowell, Walker, and Wyoming; and the Village of Sparta who have been deemed by FEMA to be in good standing in the NFIP; and the Townships of Bowne, Byron Center, Courtland, Gaines, Grattan, Lowell, Nelson, Oakfield, Solon, Spencer, Tyrone and Vergennes; the Charter Township of Grand Rapids, the Cities of Cedar Springs, and Rockford; and the Villages of Caledonia, Casnovia, Kent City, and Sand Lake who will be joining the NFIP; and

WHEREAS, Kent County and the MDEQ have expressed a desire to perform certain functions in the flood hazard identification process and have 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 the communities served by the Kent County and the MDEQ 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 contribution into flood hazard identification efforts. The parties agree to coordinate with all affected municipalities within areas served by Kent County and the MDEQ. The parties also agree to participate and help coordinate any public meetings conducted as a result of the map revisions implemented through this agreement. Questions regarding the execution of this agreement will

be resolved by an implementation committee consisting of representatives from FEMA and Kent County, as well as the MDEQ due to Michigan's statutory and/or regulatory requirements for review and/or approval of new flood hazard data. 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 the available human, technical and financial resources, as outlined in subsequent appendices referred to as Mapping Activity Statements, sufficient to coordinate effectively with all entities impacted by flood hazard identification efforts.

4. STANDARDS

Unless otherwise agreed 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.

5. SPECIFIC INITIATIVES

Specific initiatives or projects to be performed under this agreement will be documented in the form of Mapping Activity Statement(s), which will be attached to this agreement as appendices when they are signed. The parties will be obligated to perform as described in the Mapping Activity Statement(s) upon written acceptance of the specific initiative or projects by each party. The parties may amend the appendices to this agreement to include additional initiatives or projects. Such appendices and amendments must be authorized on the part of the county by the County Board of Commissioners. However, the Kent County Drain Commissioner is authorized to sign minor amendments to signed Mapping Activity Statements and process FEMA's Standard Form 270 entitled "Request for Advance or Reimbursement".

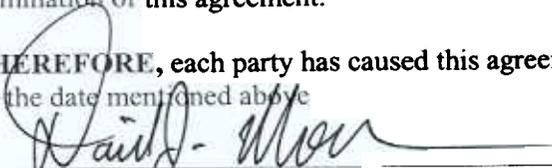
6. SEVERABILITY

In the event any provision of this agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the agreement which will remain in full force and effect and enforceability in accordance with its terms.

7. TERM

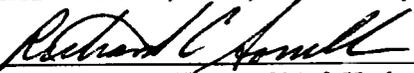
The respective duties, responsibilities, and commitments of the parties in this agreement shall begin on the date this agreement is signed by the parties and may be periodically renewed, revised, or terminated at the option of any of the parties. The parties agree that a 60-day notice shall be given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

THEREFORE, each party has caused this agreement to be executed by its duly authorized representative on the date mentioned above



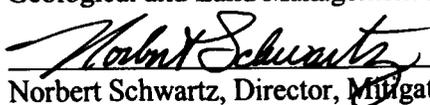
David J. Morren, Chair, Kent County Board of Commissioners

2/12/04
Date



Richard C. Sorrell, P.E. Chief, Hydrologic Studies Unit
Geological and Land Management Division, MDEQ

5 Feb 2004
Date



Norbert Schwartz, Director, Mitigation Division, FEMA Region V

1-30-04
Date