

**BOARD OF COUNTY COMMISSIONERS  
SCOTT COUNTY, MINNESOTA**

|                           |                   |
|---------------------------|-------------------|
| Date:                     | December 17, 2002 |
| Resolution No.:           | 2002-110          |
| Motion by Commissioner:   | Bannerman         |
| Seconded by Commissioner: | Ulrich            |

**RESOLUTION 2002-110 APPROVING A MEMORANDUM OF AGREEMENT WITH  
THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA'S)  
COOPERATING TECHNICAL PARTNERS PROGRAM**

**AGREEMENT is made by these parties: Scott County, MN 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;
- 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 the flood hazard 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 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;

**WHEREAS**, Scott County participates in the NFIP (*or shares flood protection and/or floodplain management responsibilities with communities that participate in the NFIP*), and Scott County has been deemed by FEMA to be in good standing in the NFIP; and

**WHEREAS**, Scott 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; and

**WHEREAS**, the Scott County Board of Commissioners has reviewed and recommended approval of the attached Agreement with the Federal Emergency Management Agency;

**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 Scott County subject to the terms and conditions recited below.

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**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. (The parties agree to coordinate with all affected municipalities within areas served by Scott County. 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 the agreement will be resolved by an implementation committee consisting of a FEMA representative and four Scott County representatives. A representative from the Minnesota Department of Natural Resources 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 financial resources sufficient to coordinate effectively with all entities impacted by flood hazard identification efforts to implement this Agreement as agreed upon in the forthcoming Statement of Objectives and Mapping Activity Statements.

**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.

**5. SPECIFIC INITIATIVES**

Specific initiatives or projects to be performed are forthcoming in the form of a Statement of Objectives and Mapping Activity Statements. The parties will be obligated to perform as described in these documents upon written acceptance of the specific initiatives or projects by each party. The parties may amend the said documents to this Agreement to include additional initiatives or projects. Such amendments may be authorized on the part of the County by the Natural Resources Manager and County Surveyor, and without requiring additional County Board approval provided there is no fiscal impact to the County.

**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.

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

*Dawn R. Tracy*  
CTP Authorized Representative

12.23.02  
Date

DAWN R. TRACY, PHD  
CTP Authorized Representative (Printed)

NATURAL RESOURCES PROGRAM MGR.  
Title

*Norbert Schwartz*  
FEMA Authorized Representative

5/21/04  
Date

NORBERT F. SCHWARTZ  
FEMA Authorized Representative (Printed)

DIVISION Director  
Title

*D. Baighi Siim*  
State Authorized Representative

12/27/02  
Date

DGBAIGHI SIIM  
State Authorized Representative (Printed)

Supervisor, Floodplain  
Title

(In states where statutory and/or regulatory requirements require State review and/or approval of new flood hazard data, a State representative will be a signatory to this Agreement.)

| COMMISSIONERS | VOTE                                    |                             |                                 |                                  |
|---------------|---|-----------------------------|---------------------------------|----------------------------------|
| Wagner        | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Absent | <input type="checkbox"/> Abstain |
| Bohnsack      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Absent | <input type="checkbox"/> Abstain |
| Bannerman     | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Absent | <input type="checkbox"/> Abstain |
| Marschall     | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Absent | <input type="checkbox"/> Abstain |
| Ulrich        | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Absent | <input type="checkbox"/> Abstain |

State of Minnesota)  
County of Scott )

I, David J. Unmacht, duly appointed qualified and County Administrator for the County of Scott, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Scott County, Minnesota, at their session held on the 17<sup>th</sup> day of December, 2002 now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at Shakopee, Minnesota, this 17<sup>th</sup> day of December 2002.

*David J. Unmacht*

County Administrator  
Administrator's Designee