



MEMORANDUM OF AGREEMENT
FEDERAL EMERGENCY MANAGEMENT AGENCY
And
THE STATE OF NORTH CAROLINA

***A Cooperating Technical State
For Flood Hazard Information***

THIS AGREEMENT is made on September 15, 2000, by the State of North Carolina and the Federal Emergency Management Agency (FEMA) and as such this agreement hereby replaces the previous Cooperating Technical Community's Memorandum of Agreement dated August 16, 1999.

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.

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;

WHEREAS, 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 or local agency in order to identify these floodplain areas;

WHEREAS, FEMA has developed a Flood Hazard Mapping Modernization Program plan that focuses on: updating flood data for communities with no or inadequate floodplain mapping; updating and maintaining non-engineering reference features on maps; developing capability to map flood prone communities with FEMA Flood Hazard Maps; converting the current mapping inventory to metric; making maps easier to obtain and use through electronic and digital printing and distribution; and converting the current mapping inventory to a digital format;

WHEREAS, FEMA encourages strong Federal, State, and local partnerships for the purposes of reducing flood losses and disaster assistance; and FEMA and its State 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

WHEREAS, The State of North Carolina has suffered from several recent Hurricanes and associated flooding that has demonstrated the inadequacy of current elevation data and flood hazard maps; and

WHEREAS, The State of North Carolina participates in the NFIP and also represents communities that participate in the NFIP, and the State of North Carolina has been deemed by FEMA to be in compliance with the current requirements of the NFIP; and

WHEREAS, The State of North Carolina has expressed a desire to FEMA to become a Cooperating Technical State (CTS) and assume the responsibilities necessary for maintaining up to date, accurate flood hazard maps;

WHEREAS, The State of North Carolina will conduct a wall-to-wall, comprehensive study of North Carolina, working with all communities to insure satisfactory mapping;

WHEREAS, The State of North Carolina has provided evidence that it has sufficient technical capability and will dedicate the resources necessary to perform those functions, and

WHEREAS, the Federal Response Plan agencies provide key geographic information that are necessary for community floodplain management and support the implementation of the Stafford Act, and

WHEREAS, Federal Executive Order 12906 has directed federal agencies to cooperate with State, local, and tribal governments, and the private sector, to develop the National Spatial Data Infrastructure to support public and private sector applications of geospatial data in such areas as emergency response and environmental management, and

WHEREAS, State Executive Order 16 has established a statewide program for coordination of geographic information as a strategic resource for the North Carolina,

THEREFORE, it is mutually agreed that the parties enter into this agreement to work together to maintain accurate, up-to-date flood hazard data for the State of North Carolina subject to the terms and conditions recited below.

1. COLLABORATION

The parties shall collaborate and coordinate on flood hazard identification activities with their respective missions and shall consult with each other to fully integrate each other's contributions into flood hazard identification efforts. Execution of the agreement will establish a Cooperating Technical State Committee consisting of representatives from, the State of North Carolina, participating communities in North Carolina, FEMA, other participating federal agencies, and other organizations as deemed appropriate. The CTS Committee will be charged with the responsibility for: reviewing and approving the overall direction of the CTS program; reviewing

and approving products and services, as well as providing feedback on other issues associated with the project.

The Committee will also be the venue for project reporting by the State of North Carolina and FEMA.

2. EVALUATIONS 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. This will include evaluating the Return on Investment quantifying the actual benefits and costs of the program.

3. RESOURCE COMMITMENT

Subject to resource availability, the parties agree to commit the appropriate human, technical, financial and information resources sufficient to coordinate effectively with all entities impacted by flood hazard identification efforts to implement this agreement.

4. TRANSITION MANAGEMENT

The parties agree to develop and adhere to transition schedules established for each of the Mapping Activity Agreements associated with the agreement. These transition schedules will define timetables for the transfer of program responsibility and management. The parties agree to collaborate and provide assistance during these transition periods.

5. STANDARDS

Unless otherwise indicated, all flood hazard identification activities will be accomplished according to existing Federal Geographic Data Committee (FGDC) standards, and 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. The parties will work together to establish any additional standards in compliance with EO 12906, and to assure that all subsequent revisions to these documents are consistent with the standards embodied by the National Spatial Data Infrastructure.

6. SPECIFIC TASKS

Specific tasks to be performed may be attached to this agreement in the form of Mapping Activity Agreements. Additional parties may be added to this agreement to fulfill its purpose and specific tasks.

7. POST FLOOD RECOVERY TOOLS

In the event of a Presidentially-declared flooding disaster, the parties agree to collaborate to acquire post-event flood data (e.g., high water marks, inundation limits, wind/water line) and generate any needed flood recovery tools (e.g., flood frequency analysis, updated flood analysis and profiles, floodplain mapping). The scope of specific data to be acquired and recovery tools to be developed will be defined based on: the nature and characteristics of the event; needs of the parties to best respond to and recover from the event; and available funding for these activities under the Federal Response Plan. The CTS Committee members agree to be on standby just prior to and/or in the immediate aftermath of an event to quickly convene to determine the scope of such post flood activities. The scope will be defined in the form of Mapping Activity Agreements as described under Item 6 of this agreement.

8. 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 the parties. The parties agree that a 60-day notice shall be given prior to the termination of this agreement.

9. SCOPE

This is a cooperative agreement intended to improve the management of flood-related information. It is not intended to, nor does it create, any right or benefit, substantive or procedural, enforceable at law by a party against the United States, its agencies, its officers or employees, or any other person.

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

[Signature]
James B. Hunt Jr., Governor
State of North Carolina

9-15-00
date

[Signature]
James Lee Witt, Director
Federal Emergency Management Agency

9/15/00
date

[Signature]
John B. ...
FEMA
Region IV
USDA

[Signature]
Doug W. Thompson
Thurgood A. Davidson
NOAA

[Signature]
James W. ...
COL
US Army Corps of Engineers

[Signature]
Eamont D. ...
NASA
SAS ...
NFR/NOAA
Frank ...
OSBPM
Lynn ...
FEMA RV

[Signature]
Michael ...
FEMA Associate Director

[Signature]
James L. ...
- U.S. DEPT. OF ...
Kym ...
NCE

[Signature]
John ...
Dept of Interior
FEDC
Bill ...
FEMA Region IV

[Signature]
NCEM

[Signature]
Pamela Johnson, National Partnership for Rainfall ...
P.S. ...
NO. 218

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Additional Federal Partners



Bruce Babbitt, Secretary of the Interior
Chairman, Federal Geographic Data Committee



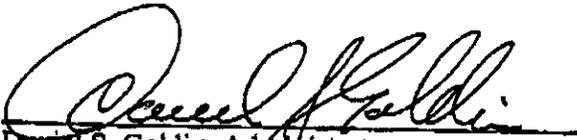
Charles G. Groat, Director
U.S. Geological Survey



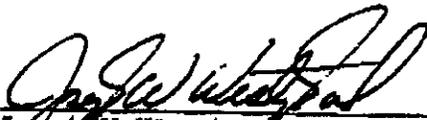
Daniel R. Glickman, Secretary
US Department of Agriculture



Carol M. Browner, Administrator
Environmental Protection Agency



Daniel S. Goldin, Administrator
National Aeronautics and Space Administration



Joseph W. Westphal
Assistant Secretary of the Army (Civil Works)

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Additional Federal Partners

D. James Baker

D. James Baker, Under Secretary for Oceans and Atmosphere
and Administrator National Oceanic & Atmospheric Administration
Department of Commerce

Arthur C. Campbell

Arthur C. Campbell, Assistant Secretary for Economic Development
Economic Development Administration

Kenneth Prewitt

Kenneth Prewitt, Director
US Census Bureau

Aida Alvarez

Aida Alvarez, Administrator
Small Business Administration

Craven H. Crowell Jr.

Craven H. Crowell Jr., Chairman
Tennessee Valley Authority

Susan Wachter 9/8/2000

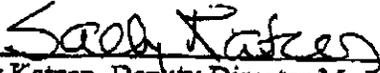
Susan Wachter, Assistant Secretary for Policy Development and Research
Department of Housing and Urban Development

Albert C. Eisenberg

Albert C. Eisenberg, Deputy Assistant Secretary for Transportation Policy
US Department of Transportation

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Additional Federal Partners



Sally Katzen, Deputy Director Management
Office of Management and Budget



Morley Winograd, Senior Policy Advisor to the Vice President
And Director, National Partnership for Reinventing Government

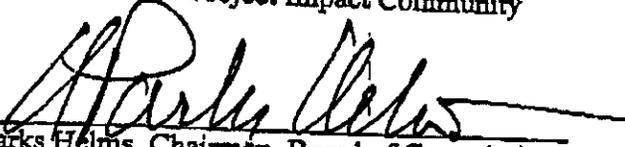
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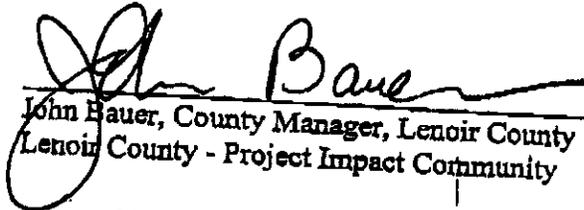
Additional State and Community Partners

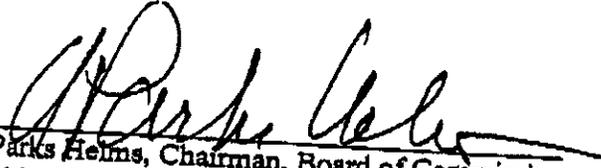

Leon Jones, Principal Chief, Eastern Band of Cherokee Indians
Cherokee Indian Nation

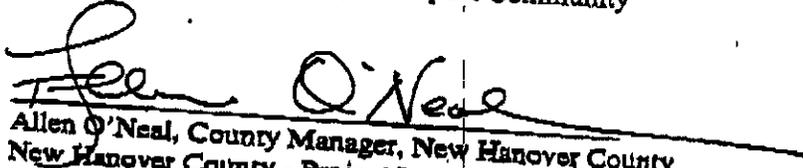

Velma C. Burnley, Mayor
Town of Boone- Project Impact Community


Wanda Greene, County Manager, Buncombe County
Buncombe County - Project Impact Community


H. Parks Helms, Chairman, Board of Commissioners
City of Charlotte / Mecklenburg County - Cooperating Technical Community


John Bauer, County Manager, Lenoir County
Lenoir County - Project Impact Community


H. Parks Helms, Chairman, Board of Commissioners
Mecklenburg County - Project Impact Community


Allen O'Neal, County Manager, New Hanover County
New Hanover County - Project Impact Community