



**FEDERAL EMERGENCY MANAGEMENT AGENCY
STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES
COOPERATING TECHNICAL PARTNERS
MEMORANDUM OF AGREEMENT**

AGREEMENT is made on January 1, 2002, by these parties: the State of California, Department of Water Resources (DWR), 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 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. 4 10 1), 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;

BECAUSE FEMA encourages strong Federal, State, regional, and local partnerships for the purposes of reducing flood losses and disaster assistance; FEMA and DWR have determined that it is advantageous to encourage and formalize greater cooperation in the flood hazard identification and mapping processes; and

BECAUSE DWR participates in the NFIP and is the NFIP State Coordinating Agency, and DWR has been deemed by FEMA to be in good standing in the NFIP; and

BECAUSE DWR is aggressively pursuing identification of all flood prone areas for new growth expected in the next 25 years in the State of California with its "awareness" and "detailed" floodplain mapping program; and

BECAUSE DWR 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 available resources 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 State of California subject to the terms and conditions recited below.

1. CONSULTATIONS

The parties shall collaborate on flood hazard identification activities, mapping priorities, 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 State of California representative.

2. EVALUATION AND REPORTING

The parties shall, on an annual basis, renew 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 human, technical, and financial resources as available to coordinate with all entities impacted by flood hazard identification efforts to implement this Agreement.

4. STANDARDS

Unless otherwise agreed to, all flood hazard identification for detailed floodplain assessment activities will be accomplished according to FEMA 37, *Flood Insurance Study Guidelines and Specifications for Study Contractors*, dated January 1995 and *Guidelines and Specifications for Flood Map Production Coordination Contractors*, Final Draft, dated February 17, 1999.

5. TERM

The respective duties, responsibilities, and commitments of the parties in this Agreement shall begin on the date of this Agreement or the date this Agreement is signed by the parties, whichever is later. It will be renewed annually. At any time it may be reviewed, revised, or terminated at the option of any of the parties. The parties agree that a 30-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 referenced in paragraph 5.

Sally Ziolkowski _____ Date Jan. 23, 2002
FEMA Authorized Representative

Sally Ziolkowski Director, Federal Insurance and Mitigation Division

FEMA Authorized Representative (Printed) Title

Stein M. Buer _____ Date 1/25/02
DWR Authorized Representative

Stein M. Buer Chief, Division of Flood Management

DWR Authorized Representative (Printed) Title