



FEMA

MEMORANDUM OF AGREEMENT

FEDERAL EMERGENCY MANAGEMENT AGENCY
And
THE STATE OF OHIO

*A Cooperating Technical Partner
For Flood Hazard Information*

JUN 14 2004

THIS AGREEMENT is made on MAY 14, 2004, by the State of Ohio 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.

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, FEMA, now a part of the U.S. Department of Homeland Security, 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 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 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;

WHEREAS, FEMA has established a Flood Map Modernization plan designed to produce digital flood hazard data, provide access to flood hazard data and maps via the Internet, and implement a nationwide state-of-the-art infrastructure that enables all-hazard mapping by the end of Fiscal Year 2008;

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

WHEREAS, The State of Ohio 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;

WHEREAS, The State of Ohio has submitted developed a Business Plan for completing Flood Map Modernization on a statewide basis in conjunction with FEMA; 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.

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 Ohio 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 an Ohio Cooperating Technical Partner Executive Committee consisting of representatives from, the State of Ohio, FEMA, participating communities in Ohio, other participating federal agencies, and other organizations, as deemed appropriate. The Ohio CTP Executive Committee will be charged with the responsibility for reviewing and approving the overall direction of the CTP program, as well as providing feedback on other issues associated with the program.

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 as agreed upon in the Mapping Activity Statements to follow.

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. 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.

5. SPECIFIC TASKS

Specific tasks to be performed will be attached to this agreement in the form of Mapping Activity Statements. Additional parties may be added to this agreement to fulfill its purpose and specific tasks. The parties will be obligated to perform as described in these appendices upon written acceptance of the specific tasks or projects by each party. The parties may amend the appendices to this Agreement to include additional initiatives or projects.

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. Obligations of the State of Ohio are subject to the provisions of Ohio Revised Code Section 126.07.

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

8. 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.

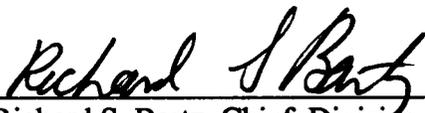
THEREFORE, each party has caused this Agreement to be executed by its duly authorized representative on the date mentioned above.



Sam Speck, Director
Ohio Department of Natural Resources

5/14/04

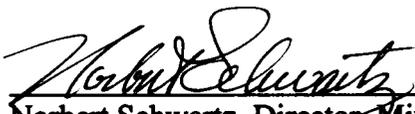
Date



Richard S. Bartz, Chief, Division of Water
Ohio Department of Natural Resources

5-10-2004

Date



Norbert Schwartz, Director, Mitigation Division
FEMA Region V

5-5-04

Date