
Cooperating Technical Partners
Memorandum of Agreement



FEDERAL EMERGENCY MANAGEMENT AGENCY
and the
CARSON WATER SUBCONSERVANCY DISTRICT, NEVADA

AGREEMENT is made on (date) June 6, 2005, by these parties: Carson Water Subconservancy District 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 the flood hazard and to provide the data necessary for community floodplain management programs and to actuarially rate flood insurance;

BECAUSE 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, regional, or local agency;

BECAUSE 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; and

BECAUSE the Carson Water Subconservancy District 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.

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 counties of Douglas, Carson City, Churchill and Lyon, Nevada and Alpine, California, 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 contributions into flood hazard identification efforts.

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.

3. RESOURCE COMMITMENT

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

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 April 2003, and all subsequent revisions.

5. SPECIFIC INITIATIVES

When specific initiatives, projects, or activities are to be performed, they will be forward through and negotiated by the Carson Water Subconservancy District and shall be attached as negotiated Mapping Activity Statement (MAS) items. For this Memorandum of Agreement to go into effect, no MAS items are required.

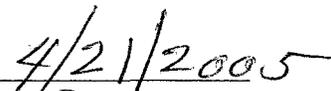
6. TERM

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.

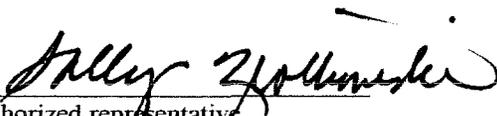
THEREFORE, each party has caused this Agreement to be executed by its duly authorized representatives on the date mentioned above.



Carson Water Subconservancy, Authorized Representative*



Date



FEMA authorized representative



Date

* The Carson Water Subconservancy District is composed of the following entities:

- Carson City, Nevada
- Churchill County, Nevada
- Douglas County, Nevada
- Lyon County, Nevada
- Alpine County, California