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**FEDERAL EMERGENCY MANAGEMENT AGENCY
COOPERATING TECHNICAL PARTNERS
MEMORANDUM OF AGREEMENT**

AGREEMENT is hereby made on Sept. 14, 2001, by these parties: the Southwest Florida Water Management District (SWFWMD) 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 in order to identify these floodplain areas;

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 SWFWMD shares flood protection responsibilities with communities that participate in the NFIP *and* the communities have been deemed by FEMA to be in good standing in the NFIP; and

BECAUSE SWFWMD as part of its responsibilities, performs 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 communities served by SWFWMD 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. Questions regarding the execution of the agreement will be resolved by an implementation committee consisting of a FEMA representative and the SWFWMD representative. 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 review at least annually 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 indicated, all flood hazard identification activities will be accomplished according 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. All subsequent revisions to these documents as of the effective date of this agreement must be reviewed and accepted by SWFWMD in writing.

5. SPECIFIC INITIATIVES

Specific initiatives or projects to be performed are to be addressed under separate Mapping Activity Statements.

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.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Deanna M Brass BY: E. D. Vergara 9.4.01
Witness E. D. Vergara, Executive Director Date

FEDERAL EMERGENCY MANAGEMENT AGENCY

Nancy Diager BY: A. Todd Davison 9/14/01
Witness A. Todd Davison, Mitigation Division Director Date

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>KW</u>	<u>8/7/01</u>
RM DEPT DIR	<u>BL</u>	<u>8.14.01</u>
DEPUTY EXEC DIR	<u>JL</u>	<u>8-17</u>
GOVERNING BOARD		<u>8-28-01</u>