

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

Agreement is made on September 27, 2002, by these parties: the County of Summit, State of Ohio ("Summit County") and the Federal Emergency Management Agency ("FEMA"), with the Summit County and FEMA referenced hereby jointly as the "Parties" and separately as each "Party".

BECAUSE the National Flood Insurance Program, hereafter referred to as the "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 damage through community floodplain management regulations; and
- to reduce costs for disaster assistance and flood control.

BECAUSE a critical component of the NFIP 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 paragraph 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 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 purpose of reducing flood losses and disaster assistance, 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 process, 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 Summit County participates in the NFIP and has been deemed by FEMA to be in good standing in the NFIP; and

BECAUSE Summit County 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, as prescribed and limited by Resolution No. 2002-575 of the Council of the County of Summit.

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 insurance data for Summit County 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 this Agreement will be resolved by an implementation committee consisting of a FEMA representative and a Summit County representative. If the implementation committee is unable to resolve technical issues, the issues may be resolved through alternate dispute resolution procedures.

2. EVALUATION AND REPORTING

Each Party shall, on an annual basis, review 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 the appropriate and available human, technical, and financial resources as set forth by the Mapping Activity Statement, attached to this Agreement and labeled Exhibit A, 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 February 2002, and all subsequent revisions.

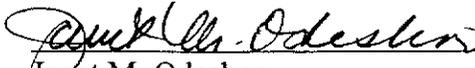
5. SPECIFIC INITIATIVES OR PROJECTS

Specific initiatives or projects to be performed are documented in the Mapping Activity Statement, attached to this Agreement and labeled Exhibit A, which is incorporated by reference and made part hereof as if fully rewritten herein.

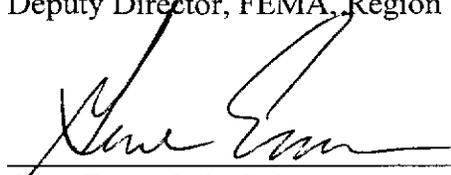
6. TERM

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 this Agreement may be terminated by either Party upon giving sixty days' notice.

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


Janet M. Odeshoo
Deputy Director, FEMA, Region V

9/24/02
Date

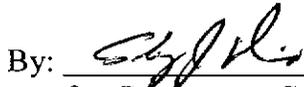

Gene Esser, P.E., P.S.
County Engineer, County of Summit, Ohio

11/15/02
Date

 for
James B. McCarthy
County Executive, County of Summit, Ohio

12-10-02
Date

Approved as to form:

By: 
for: Prosecutor, County of Summit

11-22-02
Date