

**FEDERAL EMERGENCY MANAGEMENT AGENCY
COOPERATING TECHNICAL PARTNERS PROGRAM
LETTER OF AGREEMENT**

AGREEMENT is made on _____, by these parties: the County of Dakota a political subdivision of the State of Minnesota (County) and the Federal Emergency Management Agency (FEMA) for FEMA's Cooperating Technical Partners (CTP) program.

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; and

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; and

WHEREAS, FEMA 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; and

WHEREAS, 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; and

WHEREAS, FEMA encourages strong Federal, State, regional, and local partnerships for the purposes of reducing flood losses and disaster assistance; and

WHEREAS, 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

WHEREAS, the County participates in the NFIP and has been deemed by FEMA to be in good standing in the NFIP; and

WHEREAS, the County has been invited by FEMA to participate in a joint effort to update Dakota County's floodplain maps through FEMA's Cooperating Technical Partnership (CTP) program; and

WHEREAS, the 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 willingness to dedicate resources necessary to perform those functions, subject to funding availability; and

WHEREAS, FEMA has expressed a desire to perform certain functions in the flood hazard identification process and willingness to dedicate resources necessary to perform those functions, subject to funding availability; and

WHEREAS, this non-binding Agreement is the first of three steps in FEMA's CTP program's process and will lead to the development of Mapping Activity Statements; and

WHEREAS, the second step of the CTP program is developing Mapping Activity Statements, which is a collaborative effort where both parties contribute data and units of work to maximize the extent, accuracy and usability of flood hazard studies to best meet local, State, and Federal needs, while minimizing costs for all parties; and

WHEREAS, the Mapping Activity Statements may lead to FEMA and the County entering into a binding Cooperative Agreement, of which the Mapping Activity Statements would be a key component, and in which the parties will define the activities that will be accomplished, the entity responsible for them, how the activities will be funded, and the nature of the working relationship between FEMA and the County.

NOW THEREFORE, it is mutually agreed, subject to the availability and appropriation of funding, that the parties enter into this non-binding Agreement to work together to create and maintain accurate, up-to-date flood hazard data for the County subject to the terms and conditions recited below.

1. CONSULTATIONS

The parties will collaborate on flood hazard identification activities and will consult with each other to fully integrate each other's contributions into flood hazard identification efforts. The parties agree to coordinate with all affected municipalities within areas served by the County, as appropriate. The parties also agree to participate and help coordinate any public meetings conducted as a result of the map revisions implemented through this Agreement, as appropriate. The parties during the course of developing the Mapping Activities Statements will be inviting representatives of appropriate entities to assist in such development. An implementation committee consisting of the FEMA designee and the County's designee will resolve questions regarding the performance of activities under this Agreement. A representative from the Minnesota Department of Natural Resources will also serve on the implementation committee as appropriate. If this committee is unable to resolve technical issues the resolution may be accomplished through other means agreeable to both parties.

2. EVALUATION AND REPORTING

The parties will annually review the partnership created by this Agreement to determine and document the activities undertaken to maintain accurate flood hazard data, and to revise this Agreement as necessary.

3. RESOURCE COMMITMENT

Subject to the availability of funding, the parties agree to commit the appropriate human, technical, and financial resources sufficient to coordinate effectively with all entities impacted by flood hazard identification efforts to implement this Agreement, through the development of Mapping Activity Statements and, if appropriate, the formal execution of a Cooperative Agreement to implement the same.

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. FEMA agrees to provide a copy of the Guidelines to the County and to provide a copy of all subsequent revisions.

5. SPECIFIC INITIATIVES

As they are developed specific initiatives or projects (Mapping Activity Statements) that the parties desire to be implemented will be attached to this Agreement in the form of appendices. The parties will be obligated to perform as described in these appendices upon written acceptance of the specific initiatives or projects by each party through the proper execution of a Cooperative Agreement. To be binding upon the County, the Dakota County Board of Commissioner's must approve by board resolution the implementation of specific initiatives or projects by agreeing to enter into a Cooperative Agreement with FEMA and the Cooperative Agreement must also be fully executed by an official authorized to sign contracts on behalf of FEMA.

6. GENERAL PROVISIONS

- A. **TERM.** The respective duties, responsibilities and commitments of the parties in this Agreement will 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 will be given prior to the termination of this Agreement.
- B. **DELIVERY OF NOTICE/EFFECTIVE DATE.** Notice of may be made by email to the email address stated in Section 6(D) or by certified mail or personal delivery to the liaison of the other party. Notice is deemed effective upon delivery of the Notice of Termination to the address of the party as stated in Section 6(D) below.
- C. **LIAISON.** To assist the parties in the day-to-day performance of this Agreement and to develop service and provide ongoing consultation, a liaison shall be designated by FEMA and the County. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

FEMA Liaison: Ken Hinterlong
Telephone: 312-408-5529
Email: ken.hinterlong@fema.gov

County Liaison: Tom Berry
Telephone: 952-891-7044
email: tom.berry@co.dakota.mn.us

D. **WORK PRODUCT.**

1. All drawings, specification, reports, maps and other work products prepared or produced in performance of this Agreement shall be transmitted to the County upon completion or termination of this Agreement.
2. The parties agree that all right, title, and interest in all copyrightable material that the parties conceive or originate through the performance of this Agreement are the joint property of the both parties.

- H. **FINAL AGREEMENT.** This Agreement is the final expression of the non-binding partnership agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained in this Agreement.

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

Gregory J. Kona
Gregory J. Kona, Director
Dakota County Physical Development Division
County Authorized Representative signature

5-1-03
Date

Approved by Board Resolution No. 03-51

Approval as to Form:

Katya Scott 430-03
Assistant Dakota County Attorney Date

Norbert Schwartz
FEMA Authorized Representative signature

6/27/03
Date

Norbert F. Schwartz
FEMA Authorized Representative (Printed)

Director, Federal Insurance & Mitigation Division
Title (Printed) FEMA, Region V

Ogbazghi Sium
State Authorized Representative signature

7/21/03
Date

OGBAZGHI SIUM
State Authorized Representative (Printed)

Supervisor, Floodplain Mgmt Prog.
Title

(In states where statutory and/or regulatory requirements require State review and/or approval of new flood hazard data, a State representative will be a signatory to this Agreement.)