

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



405 B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
February 26, 2013

SUBJECT: Cooperating Technical Partners Partnership Agreement

RECOMMENDED MOTION:

1. Approve the Cooperating Technical Partners Partnership Agreement between the District and the Federal Emergency Management Agency; and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

This Agreement sets forth the terms and conditions by which the District and the Federal Emergency Management Agency will collaborate in flood hazard identification activities.

Continued on page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
NEAL R. KIPNIS
DATE: 2/26/13

Policy
 Policy
 Consent
 Consent
 Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.:

District: All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

11-1

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BACKGROUND (continued):

Overview of Cooperating Technical Partners Program

The Cooperating Technical Partners (CTP) Program is an innovative approach to creating partnerships between the Federal Emergency Management Agency (FEMA) and participating National Flood Insurance Program (NFIP) communities, regional agencies, State agencies, tribes, and universities that have the interest and capability to become more active participants in the FEMA flood hazard mapping program. The CTP Program provides the opportunity to interject a tailored, local focus into a national program; thus, where unique conditions may exist, the necessary, special approaches to flood hazard identification may be taken.

The County of Riverside and District face no additional liability by participating in this CTP Program. Existing Federal and State laws govern an entity's liability for providing information to the public, enforcing local ordinances, and zoning regulations, etc. FEMA retains the final authority for issuing flood maps and revisions to flood maps.

Eligibility

The District is eligible to participate in the CTP Program because the County of Riverside is a community in good standing in the NFIP, and the District has processes and systems in place to support mapping and data collection activities that contribute to flood hazard identification.

Benefits from CTP Program Participation

- Lower flood insurance rates for Riverside County homeowners because of credits earned under the FEMA Community Rating System.
- Shorter processing time for flood map revisions.
- More efficient floodplain management because the data used for local permitting and planning is also used as the basis for the NFIP map.
- The partnership mechanism provides the opportunity to pool resources and extend the productivity of limited public funds.
- Greater local control of study prioritization and study process, and local ownership of the maps.

Future Agreements

When the District and FEMA identify specific mapping activities to undertake, they will develop a Mapping Activity Statement (MAS) to define the activities that will be accomplished, the entities' respective roles and responsibilities for the activities, how the activities will be funded, and the nature of the working relationship between FEMA and the District. Developing the MAS will be a collaborative effort where both the District and FEMA 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 both parties. After it is developed, the MAS will be subject to the Board's approval by a subsequent action.

TT:blj

COOPERATING TECHNICAL PARTNERS
PARTNERSHIP AGREEMENT

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AGREEMENT is made on _____, by these parties: Riverside County Flood Control and Water Conservation District (District), California, 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 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 § 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;

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

BECAUSE, Riverside 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.

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 Riverside County subject to the terms and conditions recited below.

1. CONSULTATIONS

1 The parties shall collaborate in flood hazard identification activities and shall consult
2 with each other to fully integrate each other's contributions into flood hazard
3 identification efforts. Questions regarding the execution of this Agreement will be
4 resolved by an implementation committee consisting of a FEMA representative and a
5 District representative. In states where statutory and/or regulatory requirements require
6 State review and/or approval of new flood hazard data, a State representative also will
7 serve on the implementation committee as appropriate. If the implementation
8 committee is unable to resolve technical issues, the issues may be resolved through
9 alternative dispute resolution procedures.

2. EVALUATION AND REPORTING

10 The parties shall, on an annual basis, review the partnership created by this Agreement
11 to determine and document the activities undertaken to maintain accurate flood hazard
12 data and to revise the Agreement as necessary.

3. RESOURCE COMMITMENT

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

4. STANDARDS

16 Unless otherwise agreed to by the parties, all flood hazard identification activities will
17 be accomplished in accordance with the standards documented in *Guidelines and
18 Specifications for Flood Hazard Mapping Partners*, dated April 2003, and all
19 subsequent revisions.

5. SPECIFIC INITIATIVES OR PROJECTS


20 Specific initiatives or projects to be performed under this Agreement are to be
21 documented in Mapping Activity Statement(s), which will be attached to this
22 Agreement when they are signed. The parties will be obligated to perform as described
23 in the signed Mapping Activity Statement(s).

6. TERM

24 The respective duties, responsibilities, and commitments of the parties in this
25 Agreement shall begin on the date this Agreement is signed by the parties and may be
26 periodically renewed, revised, or terminated at the option of any of the parties. The
27 parties agree that a 60-day notice shall be given prior to the termination of this
28 Agreement.

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

3 RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL
4 AND WATER CONSERVATION DISTRICT**

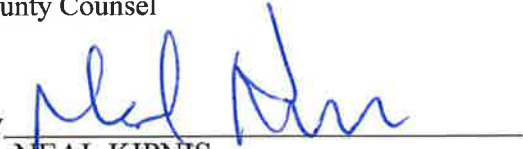
5 By  By _____
6 WARREN D. WILLIAMS MARION ASHLEY, Chairman
7 General Manager-Chief Engineer Riverside County Flood Control and Water
8 Conservation District Board of Supervisors

9 APPROVED AS TO FORM:

ATTEST:

10 PAMELA J. WALLS
11 County Counsel

KECIA HARPER-IHEM
12 Clerk of the Board

13 By  By _____
14 NEAL KIPNIS Deputy
15 Deputy County Counsel

(SEAL)

16
17 APPROVED BY:

18
19
20 _____
21 SALLY ZIOLKOWSKI
22 Region IX Mitigation Division Director
23 Federal Emergency Management Agency

24 _____
25 Date (printed)