



COOPERATING TECHNICAL PARTNERS PARTNERSHIP AGREEMENT

AGREEMENT is made on 7/18/2024, by these parties: (West Virginia Emergency Management Division, 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 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 governmental agencies, and any other organizations;

BECAUSE FEMA encourages strong Federal, National, State, regional, and local stakeholder 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, assessment, 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, evaluation, and communication of flood hazard data; and

BECAUSE West Virginia EMD participates in the NFIP and is deemed by FEMA to be in good standing with the NFIP (or shares flood protection and/or floodplain management responsibilities with communities that participate in the NFIP, or supports communities that participate in the NFIP); and

BECAUSE (WVU GIS Tech Ctr. has expressed a desire to perform certain functions in the collection, development, evaluation, and/or communication of flood hazard data 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, maintain, and/or communicate accurate, up-to-date flood hazard data and flood risk information subject to the terms and conditions below.

1. CONSULTATIONS

The parties shall collaborate on flood hazard identification, mapping, flood risk assessment, and/or flood risk communication activities and shall consult with each other to fully integrate each other's contributions into flood hazard identification, mapping, and risk communication efforts. Questions regarding the execution of this Agreement will be resolved by an implementation committee consisting of a FEMA representative and a West Virginia EMD representative. In States where statutory and/or regulatory requirements require State review and/or approval of new flood hazard data, a State representative also will serve on the implementation committee, as appropriate. If the implementation committee is unable to resolve technical issues, the issues may be resolved through alternative dispute resolution procedures.

2. EVALUATION AND REPORTING

The parties shall, on an annual basis, review the partnership created by this Agreement to determine and document the activities undertaken to maintain accurate flood hazard information and/or communicate flood risk, and to revise the Agreement as necessary.

3. RESOURCE COMMITMENT

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

4. STANDARDS

Unless otherwise agreed to by the parties, all flood hazard identification, flood mapping, flood risk assessment, and flood risk communication activities will be accomplished in accordance with the requirements as defined by FEMA's *Standards for Flood Risk Projects* policy document (which is a compilation of the standards found in the previously issued volumes and appendices of the *Guidelines and Specifications for Flood Hazard Mapping Partners* as well as *Procedure Memoranda*) and any updates or revisions thereto.

5. SPECIFIC INITIATIVES OR PROJECTS

Specific initiatives or projects to be performed under this Agreement are to be documented in a Mapping Activity Statement (MAS) or Statement of Work (SOW), which will be attached to this Agreement when they are signed. The parties agree to perform the activities and projects as described in the signed MAS or SOW.

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.

Kurt Donaldson, WVU GIS Tech Ctr.
Partner Authorized Representative
Partner Title

9/9/2024
Date (Printed)

FEMA Authorized Representative
FEMA Representative Title

Date (Printed)



Tim Keaton, WV NFIP/CTP Coord.
State Authorized Representative
State Representative Title

9/9/2024
Date (Printed)

<In States where statutory and/or regulatory requirements require the State's review and/or approval of new flood hazard data, the State must sign this Agreement. Otherwise, delete the State representative signature line.>

CONTACT INFORMATION

Official Partner Name

~~Point of Contact(s)~~

~~Point of Contact Mailing Address~~

~~Point of Contact E-Mail Address~~

~~Point of Contact Phone Number~~