



**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

*Requested Board Meeting Date: August 5, 2014*

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***ITEM SUMMARY, JUSTIFICATION &/OR SPECIAL CONSIDERATIONS:***

The Federal Emergency Management Agency (FEMA) has established a Cooperative Technical Partnership (CTP) program to team with local communities to develop flood hazard information. Such information may include, but is not limited to, the development of flood hazard maps, hydrologic models, and large basin-wide mapping efforts.

As a CTP partner, the Regional Flood Control District will have increased local involvement with the creation or modifications to the Flood Insurance Rate Maps. Additional funding in the form of Non-Disaster Grants becomes available with a CTP partnership to assist in the cost of floodplain mapping, hydrologic modeling, and basin studies.

Approval of the Resolution and CTP Agreement will allow the District additional leverage with FEMA on hazard mapping and drainage basin analysis

*CONTRACT NUMBER (if applicable):* \_\_\_\_\_

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***STAFF RECOMMENDATION(S):***

***Approval of the Cooperative Technical Partnership with FEMA.***

***CORPORATE HEADQUARTERS:*** \_\_\_\_\_

CLERK OF BOARD USE ONLY: BOX M.G. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: \$0 \_\_\_\_\_ and/or REVENUE TO PIMA COUNTY: \$0 \_\_\_\_\_

**FUNDING**

SOURCE(S): N/A  
(i.e., General Fund, State Grant Fund, Federal Fund, Stadium D Fund, etc.)

**Advertised Public Hearing:**

YES       NO

**Board of Supervisors District:**

1     2     3     4     5     All

**IMPACT:**

**IF APPROVED:** The Flood Control District will have increase local input on flood risk mapping and basin studies used by FEMA to develop flood hazard information. The partnership will also open the door for additional federal funding to map complex floodplains.

**IF DENIED:** The Flood Control District will have less input on federal floodplain mapping and complex basin studies will be delayed due to budget constraints.

DEPARTMENT NAME: \_\_\_\_\_

DEPARTMENT DIRECTOR: Suzanne Shields, P.E.

DIRECTOR'S SIGNATURE: *Suzanne Shields*      7/18/14  
Date

CONTACT PERSON: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

*\*Return item to processing contact person.*



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# MEMORANDUM

Director's Office  
Regional Flood Control District

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DATE: July 14, 2014

TO: Flood Control District Board of Directors

FROM:  Suzanne Shields, P.E.  
Director and Chief Engineer

**SUBJECT: Cooperative Technical Partnership Agreement with FEMA – Board of Supervisors August 5, 2014 Agenda Item**

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The Federal Emergency Management Agency (FEMA) has established a Cooperative Technical Partnership (CTP) program to team with local communities to develop flood hazard information. Such information may include, but is not necessarily limited to, the development of flood hazard maps, hydrologic models, and the discovery processes associated with large basin-wide mapping efforts.

As a CTP partner, the Regional Flood Control District will have increased local involvement with the creation or modifications to the Flood Insurance Rate Maps. Additional funding in the form of Non-Disaster Grants becomes available with a CTP partnership to spread the cost of floodplain mapping, hydrologic modeling, and basin studies.

The Partnership Agreement and Resolution has been reviewed by the County Attorney's Office. Approval of the Resolution and CTP Agreement will allow the District additional leverage with FEMA on hazard mapping and drainage basin analysis.

Respectfully Submitted,

Suzanne Shields, P.E.  
Director

SS/tj

Attachments

**RESOLUTION AND ORDER NO. FC \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE PIMA COUNTY FLOOD CONTROL DISTRICT APPROVING AND AUTHORIZING A COOPERATIVE TECHNICAL PARTNERSHIP AGREEMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE PURPOSE OF WATERSHED ANALYSIS, FLOOD RISK MAP ASSESSMENT AND FLOOD HAZARD MAPPING.**

**WHEREAS**, the Pima County Regional Flood Control District (“DISTRICT”) is authorized by Arizona Revised Statutes (A.R.S.) Section 48-3603 to construct, maintain and operate flood control structures and storm drainage facilities, and to regulate flood plains within the DISTRICT, and

**WHEREAS**, the DISTRICT is authorized under A.R.S. Section 48-3603 to exercise the powers of the DISTRICT for general planning and regulatory purposes, including habitat conservation planning and management, and

**WHEREAS**, the DISTRICT is authorized under A.R.S. Section 48-3603 to delineate floodplains floodways and determine water surface profiles, and

**WHEREAS**, the Federal Emergency Management Agency (FEMA) establishes flood hazard and Flood Insurance Rate Map (FIRM) data through the National Flood Insurance Program 44-CFR § 65, and

**WHEREAS**, the District, and FEMA share an interest in establishing flood risk, flood hazard and FIRM map data, and

**WHEREAS**, the District and FEMA wish to establish an agreement between the parties to facilitate a cooperative effort in collecting annual flood event data and develop precision mapping of local floodplain areas,

**NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED THAT:**

1. The District shall enter into a Cooperative Technical Partnership Agreement with FEMA for the purposes stated above.

2. The Chair of the District Board of Directors is hereby authorized to sign the Cooperative Technical Partnership Agreement for the Board.
3. The Chief Engineer is hereby authorized to apply for any available federal grant funding through FEMA to fulfill the purposes and obligations of the Cooperative Technical Partnership Agreement.
4. The Chief Engineer is further authorized to develop and approve the individual Mapping Activity Statements developed within the context of the Cooperative Technical Partnership Agreement and approved by FEMA.
5. The applicable District officers and employees are hereby authorized and directed to perform all acts necessary and desirable to give full force and effect to this Resolution.

**PASSED, ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

PIMA COUNTY FLOOD CONTROL DISTRICT  
BOARD OF DIRECTORS:

\_\_\_\_\_  
Sharon Bronson, Chair

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

  
**TOBIN ROSEN**  
Deputy County Attorney *for Hal Gilbreath*



**FEMA**

## **COOPERATING TECHNICAL PARTNERS PARTNERSHIP AGREEMENT**

**This AGREEMENT** is made by the Pima County Regional Flood Control District (District), Pima County, Arizona, and the Federal Emergency Management Agency (FEMA), the Federal Agency that administers the National Flood Insurance Program.

**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; and

**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; and

**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; and

**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 agency; and

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

**BECAUSE** the District 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 District 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 the Chief Engineer for the District. 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 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 sufficient 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 April 2003, and all subsequent revisions.

**5. SPECIFIC INITIATIVES OR PROJECTS**

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

**6. TERM**

This Agreement shall be effective on the date this Agreement is signed by both parties and shall remain in effect for an initial period of five (5) years from the effective date. Upon completion of the initial 5 year period this Agreement may extended for additional 5 years periods, or any portion thereof, by written amendment sign by both parties. Any revision or amendment of any term and condition of this Agreement must be made by written amendment signed by both parties. This Agreement may be terminated for convenience by either party by providing written notice of termination to the other party of at least 60 days prior to said termination.

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

PIMA COUNTY FLOOD CONTROL DISTRICT  
BOARD OF DIRECTORS:

\_\_\_\_\_  
Sharon Bronson, Chair

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Clerk of the Board

  
\_\_\_\_\_  
Suzanne Shields, Director  
Pima County Regional Flood Control District

APPROVED AS TO FORM:

  
\_\_\_\_\_  
**TOBIN ROSEN**  
Deputy County Attorney *for Nat Gilbreath*

FEMA Region IX:

\_\_\_\_\_  
Jeffrey D. Lusk, Acting Director  
Mitigation Division

\_\_\_\_\_  
Date