



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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REVISED

IN REPLY PLEASE

REFER TO FILE: **WM-4**

October 14, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**FLOODPLAIN MANAGEMENT – MAPPING MODERNIZATION PROJECT  
COOPERATIVE TECHNICAL PARTNERSHIP WITH FEDERAL EMERGENCY  
MANAGEMENT AGENCY  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Approve and authorize the County of Los Angeles to form a cooperative technical partnership with the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in a joint venture to remap the territorial County areas. The result of this project will be the creation of updated flood hazard data including digital Flood Insurance Rate Maps (FIRMs) compliant with current FEMA specifications.
2. Approve and authorize the Chief Engineer of the Flood Control District, or his designee, to enter into a cooperative partnership agreement with FEMA to provide a contribution not to exceed \$200,000 to be funded by Fiscal Year 2004-05 Flood Control District Funds for the remapping of unincorporated territorial areas of the County within the Flood Control District boundaries as part of a nationwide remap project.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

As a participant in the National Flood Insurance Program (NFIP), administered by FEMA, flood insurance is available to County residents. Since October 1990, the County has been participating in the Community Rating System Program established by FEMA. It rewards the County and other participating communities with reduced flood insurance premiums if they exceed minimum NFIP requirements.

In order to provide more County residents with the opportunity to obtain reduced flood insurance premiums, the Federal government embarked on a project to update the FIRMs that were produced in December 1980. Congress approved House of Representatives Bill No. 4567 and appropriated \$150 million and \$200 million for Fiscal Years 2003-04 and 2004-05, respectively, for the project to remap the nation. By the terms of the appropriation, FEMA was entrusted with the responsibility to manage the remap project. One of the conditions of the appropriation calls for the formation of a cooperative partnership with NFIP communities in a joint venture to ensure success of the remap project. The County, along with a few other counties in the nation, was selected by FEMA for a pilot project (see enclosed partnership agreement).

### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Service Excellence by providing flood protection, safe environment, and the enhancement of the quality of life for the residents in the County of Los Angeles. It is expected that fully modernized digital FIRMs will be produced with the completion of this remap project. These maps are expected to be more accurate than the existing ones that were produced more than two decades ago.

### **FISCAL IMPACT/FINANCING**

This cooperative partnership requires a one-time financial commitment to FEMA for this project. The County contribution is \$200,000 for Fiscal Year 2004-05. Funds are available in the Flood Control District's Fiscal Year 2004-05 Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The agreement has been reviewed by County Counsel, and all necessary permits and applicable clearances will be obtained from the appropriate regulatory or jurisdictional agency during the project.

### **ENVIRONMENTAL DOCUMENTATION**

The approval of this cooperative partnership agreement and the contribution towards it is an action not subject to the provisions of the California Environmental Quality Act (CEQA) because it will not have a direct or indirect physical impact on the environment in accordance with Section 15061 (b)(3) of the State CEQA Guidelines. In compliance with National Environmental Policy Act, this project is categorically excluded (CATEX, Level 2, xv) from the need to prepare either an environmental assessment or an environmental impact statement.

### **CONTRACTING PROCESS**

Not applicable.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The project will have no adverse impact on the current flood control services or projects currently planned.

The Honorable Board of Supervisors  
October 14, 2004  
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**CONCLUSION**

Please return three approved copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE  
Interim Director of Public Works

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Enc.

cc: Chief Administrative Office  
County Counsel



## **FEDERAL EMERGENCY MANAGEMENT AGENCY COOPERATING TECHNICAL PARTNERS PARTNERSHIP AGREEMENT**

**AGREEMENT** is made on September 23, 2003, by these parties: Los Angeles County, 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 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 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** Los Angeles County participates in the NFIP and has been deemed by FEMA to be in good standing in the NFIP **OR** Los Angeles County shares flood protection and/or floodplain management responsibilities with communities that participate in the NFIP and the communities represented by Los Angeles County have been deemed by FEMA to be in good standing in the NFIP; and

**BECAUSE** Los Angeles 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 Los Angeles 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 Los Angeles County 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 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 February 2002, and all subsequent revisions.

## **5. SPECIFIC INITIATIVES OR PROJECTS**

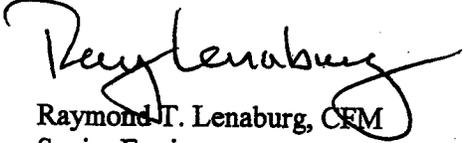
Specific initiatives or projects to be performed under this Agreement are to be documented in Mapping Activity Statement(s), which will be attached to this Agreement when they are signed. The parties will be obligated to perform as described in the signed Mapping Activity Statement(s).

## **6. TERM**

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.

We look forward to working with the Los Angeles County on this project. If you have any questions, please do not hesitate to contact me at (510) 627-7181 or [raymond.lenaburg@dhs.gov](mailto:raymond.lenaburg@dhs.gov).

Sincerely,

A handwritten signature in black ink that reads "Ray Lenaburg". The signature is written in a cursive style with a large, sweeping initial "R".

Raymond T. Lenaburg, CFM  
Senior Engineer

Attachments as stated:

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

\_\_\_\_\_  
Partner Authorized Representative

\_\_\_\_\_  
Date (Printed)

\_\_\_\_\_  
Partner Authorized Representative (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
FEMA Authorized Representative

\_\_\_\_\_  
Date (Printed)

\_\_\_\_\_  
FEMA Authorized Representative (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
State Authorized Representative

\_\_\_\_\_  
Date (Printed)

\_\_\_\_\_  
State Authorized Representative (Printed)

\_\_\_\_\_  
Title (Printed)

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