

NORTH CAROLINA  
WAKE COUNTY

**MEMORANDUM OF AGREEMENT**

BETWEEN

NORTH CAROLINA                      and              NORTH CAROLINA  
DEPARTMENT OF    DEPARTMENT OF  
TRANSPORTATION    PUBLIC SAFETY

This **MEMORANDUM OF AGREEMENT**, hereinafter referred to as the “MOA” or “Agreement”, made and entered into the 14<sup>th</sup> day of December 2020, between the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the “NCDOT”, and the North Carolina Department of Public Safety – Division of Emergency Management, an agency of the State of North Carolina, hereinafter referred to as “EM”;

**WITNESSETH:**

**WHEREAS**, North Carolina is a Cooperating Technical Partner (CTP) with the Federal Emergency Management Agency (FEMA), having delegated authority to manage aspects of the National Flood Insurance Program (NFIP) for all North Carolina communities through the North Carolina Department of Public Safety - NC Floodplain Mapping Program (NCFMP); and,

**WHEREAS**, on June 8, 2008, NCDOT and EM first signed an Agreement intended to satisfy FEMA NFIP requirements and keep NCFMP’s Digital Flood Insurance Rate Maps (DFIRMs) current in regards to NCDOT’s projects and which was later modified on March 18, 2009; February 5, 2015; and most recently, on August 12, 2016, and has proven to be a mutually beneficial and effective Agreement to facilitate collaboration and progress in meeting both agencies’ missions and goals; and,

**WHEREAS**, NCDOT and EM understand and agree that proper administration of this Agreement verifies that NCDOT is consistent with FEMA’s NFIP regulations as well as Federal Highway Administration (FHWA) guidance of NS 23 CFR Part 650A; and,

**WHEREAS**, NCDOT’s Hydraulics Unit established a statewide Highway Floodplain Program in December 2017 primarily for the purpose of coordination with EM to facilitate FEMA approvals for NCDOT projects, mutual sharing of FEMA-related technical data between NCDOT and EM, and collaboration for resilient design as well as emergency preparedness and response efforts with regard to extreme weather events to mutually support the common interests and responsibilities set forth in the stated mission and goals of both agencies; and,

**WHEREAS**, intending to incorporate by reference the still valid considerations and provisions of the previously modified Agreement, on February 13, 2019, NCDOT and the EM met to discuss the establishment of this new Agreement (MOA) which would include new provisions for moving toward greater utilization of technological advances, such as two-dimensional hydraulic modeling applications, GIS mapping and analytics, LiDAR data, digital engineering design data, and asset management systems; and,

**WHEREAS**, process efficiency in project delivery would be improved by simplification of the criteria for qualifying MOA submittal types, establishing a programmatic and more efficient funding mechanism managed by the NCDOT's Highway Floodplain Program, and including, among other things, NCDOT-funded position(s) at EM under a separate agreement, providing support for ongoing floodplain mapping updates, improving the efficiency of as-built surveys, development of flood warning and monitoring systems, preparedness planning and risk-informed decision making for resilient hydraulic design of transportation facilities, and integration of climate change mitigation and adaptation practices into programs and operations with both agencies in agreement that these new provisions are necessary to further support continued consistency with FEMA's NFIP, and compliance with pertinent federal and state regulations and initiatives;

**NOW, THEREFORE**, the two agencies hereto, each in consideration of the promises and undertakings of the other, as herein provided, do hereby covenant and agree, each with the other, as follows:

Regarding programmatic, reporting, and technical aspects, NCDOT and EM shall coordinate in sharing information and resources pertaining to FEMA-related design data and map updates for projects that meet the qualifications for this Agreement as outlined in separate documentation which shall be maintained by NCDOT. Such documentation may be updated as needed with mutual consultation and approval by both agencies to facilitate ongoing changes in operational protocols, technological advances, and NFIP regulations.

Regarding administrative aspects, EM shall support NCDOT with respect to the resolution of hydrologic and hydraulic modeling issues related to NFIP compliance, training needs, emergency preparedness and response, and consultation on Conditional Letters of Map Revision (CLOMRs). EM representatives shall confer periodically with NCDOT to review this program to verify and validate compliance with federal regulations and FHWA guidance, to resolve issues of dispute, and to review/approve recommendations for improvement. EM shall support NCDOT with respect to actions taken pursuant to the intent of this Agreement. It is further expected that EM, when necessary, shall also assist with other related matters, such as facilitating NCDOT in meeting FEMA's requirements for reimbursement of the NCDOT's expenses following emergency infrastructure recovery efforts.

Regarding funding aspects, it is the intent of the NCDOT and EM that, expenses incurred to satisfy this MOA shall be funded through the Highway Floodplain Program or similar project funds managed by NCDOT. Transfer of funds for expenses under this paragraph shall be accomplished only pursuant to separate written agreements between the parties.

This Agreement shall remain in effect from the date of execution of this agreement unless canceled in writing. Any or all parts of this Agreement may be amended by addenda with mutual agreement by both agencies. In the event either party to this Agreement should choose to terminate this Agreement, written notification must be given ninety (90) days prior to withdrawal.

IN WITNESS WHEREOF, this AGREEMENT has been executed, in duplicate, the day and year heretofore set out, on the part of the North Carolina Department of Transportation and the North Carolina Department of Public Safety by authority duly given,

**NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

DocuSigned by:  
BY: Erik A Hooks  
27DE542E6C9C414...

NAME: ERIK A. HOOKS

TITLE: Secretary, North Carolina Public Safety

DATE: 12/21/2020

**NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

DocuSigned by:  
BY: Michael Sprayberry  
BC5D277488294AB... DS  
GT

NAME: MICHAEL A. SPRAYBERRY

TITLE: Executive Director, North Carolina Emergency Management

DATE: 12/21/2020 DS  
Ck

**L.S. ATTEST:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Federal Tax Identification Number: DS  
WP DS  
WR  
30-0712287

Remittance Address:

North Carolina Department of Public Safety –  
Emergency Management - Floodplain Mapping Program  
4420 Mail Service Center, Raleigh, NC 27699-4420

To the extent this AGREEMENT is a “Cooperative Agreement”, as that term is defined by N.C.G.S. § 143B-24, and to the extent approval of the Department of Administration is required; approval is hereby given as indicated by the signatures below:

**DEPARTMENT OF ADMINISTRATION**

DocuSigned by:  
BY: Mark Edwards  
8402D7C356444D9...

NAME: MARK B. EDWARDS

TITLE: Deputy Secretary

DATE: 12/21/2020

**DEPARTMENT OF TRANSPORTATION**

DocuSigned by:  
BY: Ronald L. Keeter Jr.  
F03CBB5C6D2D4C6...

NAME: RONALD L. KEETER, PE

TITLE: Chief Engineer

DATE: 1/12/2021

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM O: January 7, 2021 DS  
AK