

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS
AND
THE ASSOCIATION OF STATE FLOODPLAIN MANAGERS**

1. The purpose of this Memorandum of Understanding (MOU) is to establish a shared set of partnership principles to guide the U.S. Army Corps of Engineers (Corps) and the Association of State Floodplain Managers (ASFPM) (collectively "the parties") recognizing the public value of our Nation's floodplains and water resources and their contribution to public safety and the national economy, national security, and environmental quality. This MOU between USACE and ASFPM is intended to enhance the relationship between our organizations to promote sound investments in the Nation's water resources infrastructure.

2. Through the Department of the Army's Civil Works Program, the Corps plays a leadership role in the development, management, protection, and restoration of the Nation's water resources. The ASFPM is a professional non-profit organization whose mission is to promote education, policies, and activities that mitigate current and future losses, costs, and human suffering caused by flooding, and to protect the natural and beneficial functions of floodplains - all without causing adverse impacts.

Moreover, the parties both:

a. Share a commitment to managing floodplains and other water resources in a manner that meets human needs, while also reducing taxpayer costs and the risk of loss of life, property, and infrastructure due to flooding;

b. Are involved in developing and disseminating information and data about floodplains and other water resources, including flood risk management;

c. Seek opportunities to develop partnerships and engage diverse stakeholder groups, states, and local communities to identify, understand, and resolve floodplain and water resource management challenges, today and into the future;

d. Desire to partner in promoting implementation of Corps programs and policies throughout the Nation;

e. Share a commitment to participation at the federal, state, tribal, territorial and local levels by increasing technical assistance to communities (especially small communities with limited staff) through outreach, knowledge transfer, and collaboration on floodplain management policy and practice;

f. Recognize the shared goal of identifying and reducing the risk of loss of life, property, and natural resources due to flooding; and,

g. Recognize the mutual objectives of our organizations to foster public understanding of the options for dealing with flood hazards and promote prudent use and management of the Nation's floodplains.

3. Whereas, well-managed floodplains and water resources are fundamental to having sustainable communities and to America's social, economic, and environmental well-being, and are essential to maintaining our Nation's competitive position within the global economy, the parties will strive to:

a. Support robust investments in critical water resources infrastructure and related activities to ensure that water resources will continue to contribute to the quality of life enjoyed by every American and sustain our nation's economic, environmental and social objectives;

b. Strive to foster cooperation, ongoing communication and data development and sharing among stakeholders and all levels and agencies of government that recognizes and respects national, regional, state, and local differences in priorities and values related to water resources and that supports decision-making at the lowest practicable level;

c. Hope to collaborate on education and training of floodplain management professionals through the Certified Floodplain Manager program and other education and training opportunities implemented through conferences, workshops, webinars, and similar activities; and,

d. Support the continued research, development, adoption, and educational outreach associated with nonstructural flood risk management standards, projects, and initiatives including activities of the National Nonstructural Committee, the Silver Jackets Program, the Flood Mitigation Certification Program, Engineering With Nature Initiative, and other programs supportive to floodplain management goals and objectives of both the Corps and ASFPM as appropriate.

4. Implementation: The parties strive to make reasonable efforts to communicate the shared principles contained in this MOU throughout our organizations and to promote partnering at all levels of our organizations.

To that end, the parties will strive to hold periodic partnering sessions to achieve our mutual goals. The periodic partnering sessions, along with other ad hoc meetings and discussions, may include discussions relating to mutual objectives to promote and sustain a robust floodplain management program and national water resources infrastructure, for today and into the future.

5. General Provisions:

a. Modifications and Amendments. This MOU may be modified or amended at any time by the mutual agreement of the parties in writing and may be terminated by either party upon thirty (30) days prior written notice.

b. Endorsement. Trademarks and Promotion. Nothing in this MOU may be interpreted to imply that the United States or the Corps endorses any of ASFPM's products, services, or policies. Each signatory must obtain prior approval from the other signatory or their designee of all press releases, published advertisements, or other statements intended for the public that refer to this MOU or in connection with this MOU, except that the Corps may release information without the approval of ASFPM when it is required by law to release such information. The Corps does not permit the use, reproduction, copying or redistribution of its brands, trademarks, and logos without written permission from the Department of the Army.

c. Severability. If any provisions of this MOU are determined to be inconsistent with existing laws, regulations, or directives governing the signatories, then the provisions of this MOU not affected by a finding of inconsistency shall remain in full force and effect.

d. Funds and Manpower. This MOU neither documents nor provides for the exchange of funds or manpower between the parties nor does it make any commitment of funds or resources. Any exchange of funds or manpower between the parties must be made by separate agreement and under specific statutory authority; this MOU does not provide such authority. This MOU neither authorizes, nor intends to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Further, no provision of this MOU will be interpreted to require obligation or payment of funds in violation of 31 U.S.C. § 1341.

e. Enforcement. Nothing in this MOU may be construed to obligate the United States or the Corps to any current or future expenditure of resources. Each party will handle its own activities and use its own resources, including the expenditure of its own funds, in pursuing the objectives enumerated in this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner, as consistent with any applicable laws, regulations, or policies. Nothing in this MOU is intended to alter, limit, or expand the parties' statutory or regulatory authorities. Nothing in this MOU is intended to create any substantive or procedural right or benefit enforceable by law by any party against the United States, its agencies, its officers, or any person.

f. Exclusivity. This MOU in no way restricts the parties from participating with other public or private agencies, organizations, and individuals. Nothing in this MOU shall be construed as affording the ASFPM any preferential treatment, exclusive rights or privileges. All parties recognize the importance of continuing cooperation and participation with all stakeholders.

6. Points of Contact. The following points of contact will be used by the parties to communicate in the implementation of this MOU. Each party may change its point of contact upon reasonable notice to the other party:

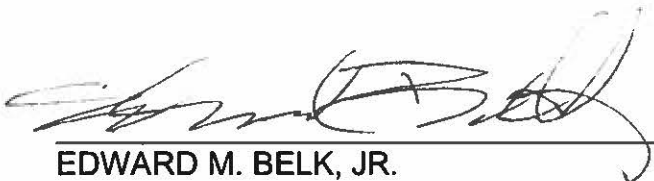
For USACE:

Primary: Raymond Wimbrough
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Planning and Policy Division
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For ASFPM:

Primary: Chad Berginnis, CFM
Executive Director
Association of State Floodplain Managers
Cberginnis@floods.org

7. Effective Date: This MOU will become effective when signed by each signatory party and will expire ten (10) years from its effective date unless extended by the parties in writing. This MOU will be reviewed annually or on around the anniversary of its effective date.



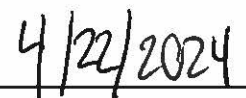
EDWARD M. BELK, JR.
Director of Civil Works



Date



CHAD BERGINNIS
Executive Director
Association of State Floodplain Managers



Date