COUNTY DEPARTMENT AGENDA REQUEST

Department:	Stormwater Management	Presenter(s):	Bryan Keller/Vanessa Birrell
Meeting Date:	May 14, 2008	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's recommendation that Fayette County enter into a Memorandum of Agreement (MOA) with Town of Tyrone that establishes cost sharing between the County and Tyrone for the cost of floodplain mapping of Line Creek.

Background/History/Details:

Through the adoption of the Fayette County Floodplain Ordinance, Metropolitan North Georgia Water Planning District, has mandated floodplain mapping and modeling. Entering into MOAs between neighboring municipalities required to perform the same work reduces the total cost to Fayette County and helps ensure data consistency between neighboring jurisdictions.

The MOA with Coweta County is a document Coweta drafted to allow cost sharing of the Line Creek flood study between Coweta and Fayette Counties. Coweta County has already initiated their flood study with a consultant and work in the Line Creek watershed is being delayed until an MOA between counties can be established. Before an MOA with Coweta County is established, MOAs with Peachtree City and Tyrone must be approved.

Based on the quotes provided to Coweta County, Fayette County's cost for the work on Line Creek would be $12,271.31. This cost will then be prorated with Peachtree City and Tyrone based on the stream miles within each jurisdiction. Cost prorated to the City of Tyrone will be $1,846.42.

What action are you seeking from the Board of Commissioners?

Approval of a Memorandum of Understanding between Fayette County and the Town of Tyrone.

If this item requires funding, please describe:

Total expenditures for performing floodplain mapping and modeling of Line Creek after cost sharing is $1,846.42. Funds are in the CIP for floodplain mapping.

Has this issue come before the Commissioners in the past?	No	If so, when?	
Do you need audio-visual for the presentation?	No	Back-up Material Submitted?	Yes

STAFF USE ONLY

Approved by Finance	Yes	Reviewed by Legal	Yes
Approved by Purchasing	Yes	Approved by County Clerk	Yes
Administrator's Approval	Yes		

Staff Notes:

STATE OF GEORGIA
COUNTY OF FAYETTE

MEMORANDUM OF AGREEMENT BETWEEN FAYETTE COUNTY, GEORGIA AND THE TOWN OF TYRONE, GEORGIA REGARDING FLOOD STUDIES FOR LINE CREEK

WHEREAS, Line Creek is the boundary between Coweta County and Fayette County, Peachtree City, and the Town of Tyrone; and

WHEREAS, Coweta County, Fayette County, Peachtree City and the Town of Tyrone are under the jurisdiction of the Metropolitan North Georgia Water Planning District, hereafter referred to as the "District;" and

WHEREAS, Coweta County and Fayette County, Peachtree City and the Town of Tyrone are currently conducting or planning to conduct existing conditions and future conditions flood studies through consultant contract(s) in order to comply with requirements of the District; and

WHEREAS, Coweta County and Fayette County, Peachtree City and the Town of Tyrone are committed to providing reliable and cost effective services to their respective residents; and

WHEREAS, the continuity, accuracy, and cost effectiveness of the required flood studies for Line Creek can be maximized by coordination between Coweta County and Fayette County, Peachtree City and the Town of Tyrone and duplication of efforts can be minimized through this coordination;

NOW, THEREFORE, in consideration of the mutual interests of Coweta County and Fayette County, Peachtree City and the Town of Tyrone and the requirements placed upon all these entities by the District, Fayette County and the Town of Tyrone agree to coordinate their efforts to accomplish the required flood studies as follows:

I. PURPOSE.

The purposes of this Memorandum of Agreement (MOA or Agreement) are to facilitate open communication, provide a basis for sharing data or information, provide a basis for cost sharing, and establish an efficient and effective process to fulfill the flood study requirements of the District for Line Creek, including the delineation of the 100-year future-conditions floodplain, as this creek serves as the boundary between Coweta County and Fayette County, Peachtree City and the Town of Tyrone.

This Agreement provides for reciprocal rights for the exchange of data and other information pertinent to the flood study for Line Creek and its associated tributaries. Upon

completion of the study, the Town of Tyrone will receive a set of the deliverables that meet the District requirements from Fayette County for the Town's records and subsequent use.

Accordingly, this MOA establishes:

a) Participant responsibilities for information exchange and coordination of activities;
b) Participant responsibilities for contract(s) with and payments to consultant(s) and/or jurisdictions, and reimbursement and/or sharing of consultant(s) fee; and
c) Points of contact for each party.

II. AUTHORITY.

Fayette County and the Town of Tyrone (hereinafter sometimes referred to as the "Parties") have authority to enter into this MOA pursuant to powers vested to each party by the General Assembly of the State of Georgia and including but not limited to Article 9, Section 3, ¶ 1 of the Constitution of the State of Georgia .

III. GOVERNMENTS' SCOPE OF WORK & RESPONSIBILITIES.

A. Duties of Fayette County

Fayette County agrees to perform the following in accordance with this MOA:

1) Provide all available topographic, aerial photography, and land use data to the Coweta County consultant for their use in performing the hydrology and hydraulic models. This data shall include the design information for Lake McIntosh that is proposed for construction.
2) Enter into a contract with the consultant to Coweta County to perform the required studies on Line Creek that intersect Fayette County, Peachtree City and the Town of Tyrone. Since this creek is the boundary between the two counties, the contract rate per mile will be one-half of the normal rate.
3) Process invoices and make payments to the consultant to Coweta County for services performed, according to the contract. A copy of the contract with the consultant to Coweta County will be provided to the Town of Tyrone.
4) Coordinate with the Town of Tyrone for the provision of all topographic, aerial photography, land use and hydrologic/hydraulic data that that Town has available for use in the study of Line Creek to the consultant to Coweta County.
5) Provide the Town of Tyrone with digital files and supporting documentation of all intermediate and completed work performed by the consultant to Coweta County for the Line Creek hydrology, hydraulic, and floodplain analyses.

B. Duties of the Town of Tyrone

The Town of Tyrone agrees to perform the following in accordance with the MOA:

1) Pay Fayette County for the work performed by the consultant to Coweta County for the Line Creek study where the Town of Tyrone and Coweta County

jurisdictions intersect. Since this creek is the boundary between Town of Tyrone and Coweta County, the contract rate per mile will be one-half of the normal rate. The cost to the Town of Tyrone will be $1,846.42.

2) Provide notices to any property owners within the Town of Tyrone where survey crews may need to work outside of the right-of-way to obtain supplemental survey data necessary for the hydraulic models.
3) Provide Fayette County with all topographic, aerial photography, land use, and hydrologic and/or hydraulic data that the Town of Tyrone has available for use in the study of Line Creek.

IV. TERM.

This Agreement shall commence upon execution by both Parties and shall terminate upon completion and receipt of the work performed by the consultant to Coweta County and the disbursement of all payments. In any event, this Agreement shall expire no later than five (5) years after execution.

V. MODIFICATION.

This MOA may be modified or amended only by subsequent written documentation, signed by authorized representative(s) of the Parties, expressly stating the intention to amend this Agreement.

VI. ACKNOWLEDGEMENT OF LEGAL RIGHTS AND INTERESTS.

The process and programs described in this MOA are intended to result in the cooperative study of the existing and future conditions flood plain of Line Creek along its common length between Coweta County and Fayette County, Peachtree City and the Town of Tyrone. Participation in this Agreement shall not abrogate the legal rights or reserved interests of either party outside of the obligations of this Agreement.

VII. GENERAL PROVISIONS.

a) The validity, interpretation and performance of this Agreement with each of the obligations and duties set forth herein shall be governed by and interpreted under the laws of the State of Georgia.
b) This Agreement may only be amended or modified in writing by an authorized representative of each party.
c) This Agreement constitutes the full and complete agreement between Fayette County and the Town of Tyrone. All promises, representations, terms, conditions, agreements, or other understandings related to the subjects addressed in this Agreement are set forth in this document.
d) If any portion of this Agreement is found to be unenforceable, the remainder of the Agreement shall continue in full force and effect and bind the Parties hereto.

VIII. POINTS OF CONTACT.

The following persons shall be the designated points of contact for purposes of this Agreement:

Fayette County: Jack Krakeel, County Administrator
140 Stonewall Avenue West
Fayetteville, GA 30214

Town of Tyrone: Beth Vaughn, Engineering Technician
881 Senoia Road
Tyrone, GA, 30290

IX. EFFECTIVE DATE.

This MOA shall become effective and commence upon execution of the Agreement by the initiating government parties.

IN WITNESS WHEREOF, the Parties hereto have made and entered into this Agreement on:

_____ _____ _____
MONTH DAY YEAR

FAYETTE COUNTY, GEORGIA

By: _____
Chairman

Attest: _____
Clerk

TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Clerk

Shared Cost of Camp Creek Future Floodplain Analysis

	Linear Feet	Miles	Total Cost @ $2,439.20 per mile
Total Distance of Camp Creek	33,487	6.34	$ 15,469.98
Peachtree City's Camp Creek	10,985	2.08	$ 5,074.74
Camp Creek with Peachtree City	3,300	0.63	$ 1,524.50
County's Camp Creek portion	19,202	3.64	$ 8,870.74
Total County Cost			**$ 9,632.99**

MOA with Peachtree City and Fayette County (Camp Creek info)

Shared Cost of Line Creek Future Floodplain Analysis

	Linear Feet	Miles	Total Cost @ $945 per mile	Cost Split with Municipalities
Total Distance of Line Creek	137,127	25.97	$ 24,542.62	$ 12,271.31
Peachtree City's Line Creek	53,900	10.21	$ 9,646.88	$ 4,823.44
Tyrone's Line Creek	20,633	3.91	$ 3,692.84	$ 1,846.42
Total Cost for County's Line Creek portion	**62,594**	**11.85**	**$ 11,202.90**	**$ 5,601.45**

MOAs with Tyrone, Peachtree City, Fayette County, Coweta County

Total Cost to County after both Analysis are Complete

	Miles	Cost to Fayette County
Line Creek	11.85	$ 5,601.45
Camp Creek	3.64	$ 9,632.99
Total	**15.49**	**$ 15,234.44**