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 Coweta County that establishes cost sharing between the two counties for the cost of floodplain mapping and modeling.

Background/History/Details:

Through the adoption of the Fayette County Floodplain Ordinance, the Metropolitan North Georgia Water Planning District has mandated floodplain mapping and modeling. Entering into MOAs between neighboring entities 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. 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 will be $12,271.31. This cost will then be prorated with Peachtree City and Tyrone based on the stream miles within each jurisdiction. Fayette County's cost after prorating costs with Peachtree City and Tyrone will be $5,601.45.

What action are you seeking from the Board of Commissioners?

Approval of a Memorandum of Understanding between Fayette County and Coweta County.

If this item requires funding, please describe:

Total expenditures for performing floodplain mapping and modeling of Line Creek after cost sharing is $5,601.45. 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 COWETA

MEMORANDUM OF AGREEMENT BETWEEN COWETA COUNTY, GEORGIA AND FAYETTE COUNTY, GEORGIA REGARDING FLOOD STUDIES FOR LINE CREEK

WHEREAS, Line Creek is the boundary between Coweta County and Fayette County.

WHEREAS, Coweta County and Fayette County are under the jurisdiction of the Metropolitan North Georgia Water Planning District, hereafter referred to as the "District."

WHEREAS, Coweta County and Fayette County 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.

WHEREAS, Coweta County and Fayette County are committed to provide 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 and duplication of efforts can be minimized through this coordination.

NOW, THEREFORE, in consideration of the mutual interests of Coweta County and Fayette County and the requirements placed upon both entities by the District, the two counties agree to coordinate their efforts to accomplish the required flood studies as follows:

I. PURPOSE.

The purposes of this memorandum is 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, as this creek serves as the boundary between Coweta County and Fayette County.

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, each county will receive a set of the deliverable from the consultant for their records and subsequent use.

The counties have specific, unique, and mutually beneficial resources that can be shared to further their individual efforts.

Accordingly, this Memorandum of Agreement (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 reimbursement/sharing of consultants fee,
c) Points of contact for each party.

II. AUTHORITY.

Coweta County and Fayette County have authority to enter into this MOA pursuant to powers vested to each party by the General Assembly of the State of Georgia and the Constitution of the State of Georgia, including but not limited to Article 9, Section 3, ¶ 1.

III. GOVERNMENTS' SCOPE OF WORK & RESPONSIBILITIES.

A. Duties of Coweta County

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

1) Enter into a contract with a consultant to perform the required studies, consultant coordination, and scheduling of the work.
2) Provide all available topographic, aerial photography, and land use data for Coweta County to the consultant for their use in performing the hydrology and hydraulic models.
3) Provide notices to any property owners within Coweta County where survey crews may need to work outside of the right of way to obtain supplemental survey data necessary for the hydraulic models.
4) Process invoices and make payments to the consultant for services performed, according to the contract. A copy of the contract will be provided to Fayette County.
5) Provide Fayette County with digital files and supporting documentation of any intermediate and completed work performed by the consultant for the Line Creek hydrology, hydraulic, and floodplain analyses.

B. Duties of Fayette County

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

1) Provide all available topographic, aerial photography, land use, and hydrologic/hydraulic data for the Line Creek Basin of Fayette County to the consultant for their use in performing the hydrologic and hydraulic models. This data should include the design information for Lake McIntosh that is proposed for construction.
2) Provide notices to any property owners within Fayette County where survey crews may need to work outside of the right of way to obtain supplemental survey data necessary for the hydraulic models.

3) Enter into a contract with the consultant to Coweta County to perform the required studies on Line Creek. Since this creek is the boundary between the two counties, the contract rate per stream mile should be approximately one half of the normal rate.
4) Coordination with the City of Peachtree City and any other city for the provision of all topographic, aerial photography, land use, and hydrologic/hydraulic data that the City has available for use in the study of Line Creek.
5) Payment for any study conducted on a tributary of Line Creek lying completely within the limits of Fayette County will be paid by Fayette County.

IV. TERM.

This agreement shall commence upon execution by both parties and shall terminate upon completion of the work and disbursement of all payments. In any event, this agreement shall expire no later than fifty (50) years after execution.

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

VI. ACKNOWLEDGEMENT OF LEGAL RIGHTS AND INTERESTS.

The process and programs described in this Memorandum of Agreement are intended to result in the cooperative study of the existing and future conditions flood plan of Line Creek along its common length between Coweta County and Fayette County. 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 authorized representative of each party.
c) This agreement constitutes the full and complete agreement between Coweta County and Fayette County. 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. This Memorandum of Agreement 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

COWETA COUNTY, GEORGIA

By: _____
Chairman

Attest: _____
Clerk

FAYETTE COUNTY, GEORGIA

By: _____
Chairman

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**