COUNTY AGENDA REQUEST

Department:	Stormwater Management	Presenter(s):	Vanessa Birrell
Meeting Date:	Thursday, June 14, 2012	Type of Request:	Consent

Wording for the Agenda:

Approval of Memorandum of Agreement with the Town of Tyrone that establishes cost sharing and data consistency between Fayette County and Town of Tyrone for floodplain mapping of tributaries of Line Creek and upper Whitewater Creek and its tributaries and authorization for the Chairman to execute the Agreement pending review by the County Attorney.

Background/History/Details:

Through the adoption of the Fayette County Floodplain Ordinance, Metropolitan North Georgia Water Planning District, has mandated future-conditions 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 purposes of this Memorandum of 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 future-conditions flood study requirements of the District for tributaries of Line Creek and upper Whitewater Creek and its tributaries as these creeks and their tributaries either serve as the boundary between Fayette County and the Town of Tyrone or are within the geographical boundary of the Town of Tyrone.

This item was discussed by the Board of Commissioners at their Workshop on June 6.

What action are you seeking from the Board of Commissioners?

Approval of the Memorandum of Agreement with the Town of Tyrone and authorization for the Chairman to execute the Agreement pending review by the County Attorney.

If this item requires funding, please describe:

No funding required.

Has this request been considered within the past two years?	Yes	If so, when?	Wednesday, June 6, 2012
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Not Applicable	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	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

WHEREAS, Fayette County 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, Fayette County 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, Fayette County 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 areas of mutual interest can be maximized by coordination between the Town of Tyrone and Fayette County and duplication of efforts can be minimized through this coordination;

NOW, THEREFORE, in consideration of the mutual interests of Fayette County and the Town of Tyrone and the requirements placed upon both 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 tributaries of Line Creek and upper Whitewater Creek and its tributaries, as these creeks and their tributaries either serve as the boundary between Fayette County and the Town of Tyrone or are within the geographical boundary of the Town of Tyrone and is referred to as the "area of mutual interest."

This Agreement provides for reciprocal rights for the exchange of data and other information pertinent to the flood study for the area of mutual interest. 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 have authority to enter into this MOA pursuant to powers vested to each by the General Assembly of the State of Georgia and including but not limited to Article 9, Section 3, ¶ 1

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 consultant for their use in performing the hydrology and hydraulic models.
2) Enter into a contract with the consultant to perform the required studies on the area of mutual interest. In the area where tributaries of Line Creek form the boundaries between Fayette County and the Town of Tyrone, the contract rate per mile will be one-half of the normal rate.
3) Process invoices and make payments to the consultant to Fayette County for services performed, according to the contract. A copy of the contract with the consultant to Fayette 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 the Town has available for use in the study of the area of mutual interest.
5) Provide the Town of Tyrone with digital files and supporting documentation of all intermediate and completed work performed by the consultant to Fayette County for the hydrology, hydraulic, and floodplain analyses for the area of mutual interest.

B. Duties of the Town of Tyrone

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

1) Enter into a contract with Fayette County to pay for the work performed by the consultant to Fayette County. In the area where tributaries of Line Creek form the boundaries between Fayette County and the Town of Tyrone, the contract rate per mile will be one-half of the normal rate. The cost to the Town of Tyrone will be $181.54. In the area where tributaries of Line Creek and upper Whitewater Creek and its tributaries are located within the jurisdictional boundary of the Town of Tyrone the contract rate per mile will be the normal rate. The cost to the Town of Tyrone will be $10,592.

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 the area of mutual interest.

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 Fayette 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 in the area of mutual interest of Line Creek tributaries and upper Whitewater Creek and tributaries. 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.
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: Vanessa Birrell, Director of Stormwater Management
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	**TOWN OF TYRONE, GEORGIA**
By: _____	By: _____
Chairman	Mayor
Attest: _____	Attest: _____
Clerk	Clerk