COUNTY AGENDA REQUEST

Department:	Water System	Presenter(s):	Tony Parrott
Meeting Date:	Thursday, March 28, 2013	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's recommendation to approve a Memorandum of Understanding between Fayette County and the City of Fayetteville for bacteria testing, and authorization for the Chairman to sign said memorandum.

Background/History/Details:

The City of Fayetteville has requested that Fayette County conducts their bacteria testing for state reporting.

The Water System operates a state certified lab and can handle this additional work.

The City of Fayetteville has agreed to pay $17.50 for each sample tested by the Water System.

For additional information, please refer to the Memorandum of Understanding which is included with this request.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to approve a Memorandum of Understanding between Fayette County and the City of Fayetteville for bacteria testing, and authorization for the Chairman to sign said memorandum.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?	No	If so, when?	
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	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

Note: This is another example of county/city intergovernmental cooperation providing the residents we all share a cheaper solution for a mandated service.

COUNTY OF FAYETTE

STATE OF GEORGIA

WATER TESTING AGREEMENT

THIS AGREEMENT made and entered into this 7th day of March, 2013 by and between the Fayette County, Georgia, acting by and through its Board of Commissioners, the duly elected governing authority of Fayette County, Georgia, hereinafter, the "County", and the City of Fayetteville, Georgia, acting by and through its Mayor and Council, the duly elected governing authority of Fayetteville, Georgia, hereinafter, the "City", for the purpose of the County providing certain water testing to the City, hereinafter the "Water Testing Agreement".

W I T N E S S E T H:

WHEREAS, the County operates a water system for the provision of potable water to customers located within its service area; and

WHEREAS, one of the requirements of operating a water system for the provision of potable water is to periodically test water samples for bacteria; and

WHEREAS, the State of Georgia requires that a certified lab be utilized to perform the aforementioned tests; and

WHEREAS, the County has a certified lab capable of performing said tests, and the County's certified lab, in fact, performs bacteria tests on a daily basis; and

WHEREAS, the City operates a water department for the provision of potable water to customers within its service area; and

WHEREAS, the City does not have a certified lab capable of performing bacteria tests consistent with State of Georgia requirements; and

WHEREAS, the City desires to enter into this Water Testing Agreement for the County to perform periodic bacteria tests at the County's certified lab on behalf of the City; and

WHEREAS, the County desires to enter into this Water Testing Agreement to perform said testing on behalf of the City.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by the County and the City, the County and the City do hereby enter into this Water Testing Agreement as follows:

1.

The County agrees to provide bacteria testing for the City by testing approximately fifteen (15) samples per month at the County's certified lab. The City will provide the samples to be tested to the County's certified lab. The County will timely communicate the results of the bacteria tests to the City.

2.

For each sample tested by the County at the request of the City, the County shall charge the City SEVENTEEN AND 50/100 ($17.50) DOLLARS, the "Test Rate". The City agrees that it will pay to the County the Test Rate for every sample the City submits to the County and is tested by the County.

3.

The County shall invoice the City on a monthly basis for all bacteria tests performed by the County on behalf of the City. The City agrees to pay the invoice from the County for the bacteria testing within 30 days of the date of the invoice.

4.

The County and the City agree that the Test Rate has been based, in part, upon the number of bacteria tests the County will perform on behalf of the City on a monthly basis. Should the number of bacteria tests increase substantially, the County and the City agree that the County may increase the Test Rate to the City. The County and the City agree that if the number of samples on a monthly basis increases by ten (10) to a total of twenty-five (25) for any given month, the County may increase the Test Rate to the City. Otherwise, the County will re-evaluate the Test Rate at or near the anniversary date of this Water Testing Agreement.

5.

This Water Testing Agreement shall be in force from the date of execution until December 31, 2013. Thereafter, this Water Testing Agreement shall renew for a one (1)-year term unless either party has provided Adequate Notice for the termination of this Water Testing Agreement. This Water Testing Agreement shall continue to automatically renew unless Adequate Notice has been provided by one party to the other. Adequate Notice, for the purpose of this Water Testing Agreement, is 60 days. Should either party to this Water Testing Agreement provide the other party 60-days notice of that party's intention to terminate this Water Testing Agreement, the Water Testing Agreement shall terminate on or before December 31, 2013. Thereafter, either party shall have the right in any subsequent renewal term to terminate this Water Testing Agreement with Adequate Notice prior to the end of the then-current renewal term.

6.

This Water Testing Agreement is the full and complete agreement of the parties. No other promises or agreements were made between the parties other than those specified herein.

Should the parties desire to amend this Water Testing Agreement, said amendment must be in writing and signed by the within parties. Any notices to amend this Water Testing Agreement, or otherwise, shall be deemed given if said notice is mailed via overnight delivery addressed to the parties as follows:

For the County:	Fayette County, Georgia County Administrator 140 West Stonewall Avenue Fayetteville, Georgia 30214
For the City:	City of Fayetteville, Georgia City Manager 240 South Glynn Street Fayetteville, Georgia 30214

7.

This Water Testing Agreement supersedes any other agreement which may exist between the County and the City for water testing purposes. All other agreements are hereby repealed. Should any part of this Water Testing Agreement be deemed unconstitutional by a court of competent jurisdiction, then the parties desire that the part ruled to be unconstitutional be severed from this Water Testing Agreement and the remainder of this Water Testing Agreement be in force and effect without the aforementioned unconstitutional portion. This Water Testing Agreement shall become effective on the date where final approval has been obtained by both parties.

WHEREFORE, the parties hereto have set their hands and fixed their seals on the date first above written.

FAYETT E COUNTY BOARD OF
COMMISSIONERS

(SEAL)

By:_____
STEVE BROWN, Chairman

ATTEST:

_____
Floyd Jones, County Clerk

MAYOR AND COUNCIL FOR THE
CITY OF FAYETTEVILLE

(SEAL)

By:_____
GREGORY C. CLIFTON, Mayor

ATTEST:

_____
Anne Barnard, City Clerk