

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
STATE OF GEORGIA, DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF ROME, GEORGIA

SUBJECT: Funding to expedite review and evaluation of permit application pursuant to 33 U.S.C. 408 for proposed widening of SR 1/SR 101 impacting the levee at Rome, GA.

THIS AGREEMENT entered into this _____ day of _____, 2015, by and between the DEPARTMENT OF THE ARMY (hereinafter the “Corps”) represented by the Mobile District Commander; the State of Georgia, Department of Transportation (hereinafter the “GDOT”), a non-Federal public entity, represented by Justin Banks, it’s Project Manager; and the City of Rome, Georgia (hereinafter the “City”) represented by Jamie Doss, it’s Mayor.

WHEREAS, 33 U.S.C. 408 authorizes the Secretary of the Army to permit alterations/modifications to existing Corps of Engineer projects in certain circumstances; and,

WHEREAS, the Secretary of the Army has delegated the approval authority to the Chief of Engineers and the authority to approve relatively minor, low impact alterations/modifications in certain circumstances has further delegated to the District Engineer; and

WHEREAS, the GDOT, has applied for a Section 404/10 permit to construct a project that may result in an alteration/modification of an existing Corps project, the City of Rome, Georgia levee; and

WHEREAS, the City is the non-Federal sponsor for the levee project and supports the work proposed by GDOT that will potentially alter/modify the Federal levee project; and

WHEREAS, prior to approval and issuance of a permit, the Corps must evaluate the proposed project and evaluate risk and engineering analyses to determine the level of impact on the existing Federal project; and

WHEREAS, the Corps is authorized, in accordance with Section 214 of the Water Resources Development Act of 2000 (P.L. 106-541), as amended, to accept and expend funds contributed by non-Federal public entity to expedite the evaluation of permits under the jurisdiction of the Department of the Army; and

WHEREAS, GDOT and/or the City, have the full authority and capability to perform as hereinafter set forth and intends to provide funds for the required Corps analyses and

evaluations required in accordance with the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **PURPOSE:** This Memorandum of Agreement (MOA) will serve as the document whereby the Parties jointly agree to establish procedures and commitments regarding the funding for expediting the processing of the permit application package pursuant to 33 U.S.C. 408 (“Section 408”).
2. **GDOT AND CITY RESPONSIBILITIES:**

GDOT agrees to:

- a. Participate in the scoping efforts for required review plan and development of scope and schedule for the Section 408 review in accordance with EC 1165-2-216, dated July 31, 2014.
- b. Provide copies of all documentation required for review in accordance with the Section 408 IAW EC 1165-2-216 and attached hereto as Exhibit 1.
- c. Provide the funding for Corps participation in review plan and scope development, review, and analysis of the documentation for proposed project, currently estimated to be \$50,000. This amount is an estimate subject to adjustment by the Government, after consultation with GDOT and is not to be construed as the total financial responsibilities for the Section 408 review.

The City agrees to:

- a. Participate in the scoping efforts for required review plan and development of scope and schedule for the Section 408 review in accordance with EC 1165-2-216, dated July 31, 2014.
- b. Provide review and identify potential impacts or conflicts with operation and maintenance of the levee. Coordinate review comments with the Corps and GDOT to resolve any issues or concerns.
- c. Provide concurrence memorandum for inclusion in the determination documentation for Section 408 permission.
- d. Contribute resources as necessary to participate in coordination and reviews at no expense to the Corps or GDOT.

3. CORPS RESPONSIBILITIES:

CORPS, using the funds provided by GDOT agrees to:

- a. Expedite evaluation of the submitted Section 408 permit application to include, but not limited to:
 1. Technical analyses and writing;
 2. Agency Technical Review;
 3. Real estate evaluation;
 4. Risk analysis;
 5. Copying or other clerical support tasks;
 6. Acquisition of data;
 7. Site visits, including travel costs;
 8. Coordination activities;
 9. Additional required personnel;
 10. Contracting for technical services (e.g., structural risk evaluation, geotechnical analysis, hydraulic and hydrological engineering review);
 11. Environmental documentation preparation and review.
- b. Prepare documentation and submit to the Chief of Engineers as necessary for review and determination to grant approval for the proposed project modification.

4. TERMS AND CONDITIONS:

- a. The funds provided hereunder may not be used by the Corps to cover administrative expenses related to real property, including drafting, negotiating, or issuing any necessary real estate instruments where the provisions of 10 U.S.C. 2695 is otherwise available for purposes of accepting and expending non-Federal funds.
- b. No funds provided by a Federal agency to GDOT may be accepted by the Corps under Section 214 and this agreement unless GDOT forwards to the Corps a written confirmation from the Federal agency that the use of the funds to expedite the evaluation of Section 408 permit applications is authorized.

- c. GDOT understands that Corps acceptance and expenditure of the funds provided under this Section 214 agreement will not impact the Corps impartial decision-making with respect to evaluating the Section 408 permit application, either substantially or procedurally. "Expedite" as used in this agreement means to promptly scope and perform all necessary reviews and follow all required procedures in the evaluation of the Section 408 application. Nothing herein shall imply or require that any Corps policy, procedure or requirement necessary for the complete review of the Section 408 application by GDOT will be shortened or deleted during the review process.

5. REVIEW PROCEDURES AND TERMINATION:

- a. Any party to this MOA may withdraw from the agreement 30 days after sending written notice to the other Party stating the intent to withdraw and the reason for said action. In the event that either party elects to terminate this MOA, all parties shall conclude their activities relating to the Section 408 application and proceed to a final accounting of the funds provided and expended under this MOA. After final accounting and resolution of any outstanding obligations, any remaining funds shall be returned to GDOT.
- b. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred.
- c. This agreement can be terminated as outlined above, or upon a determination by the Parties that the Section 408 application review is complete.

6. EFFECTIVE DATE OF MEMORANDUM:

This Memorandum of Agreement is effective on the date of the last signature.

DEPARTMENT OF THE ARMY

GEORGIA DEPARTMENT OF
TRANSPORTATION

By: _____

Jon J. Chytka

Colonel, Corps of Engineers

District Commander

By: _____

(TBD)

CITY OF ROME, GEORGIA

By: _____

Jamie Doss

Mayor