COUNTY AGENDA REQUEST

Department:	Road	Presenter(s):	Andy Adams
Meeting Date:	Thursday, June 13, 2013	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's request to enter into an Intergovernmental Agreement with the Town of Tyrone, allowing for the County to resurface nine (9) roads over a three-year period of time within the Town of Tyrone, to provide labor and equipment at no cost to the Town of Tyrone, and to authorize the Chairman to execute said agreement.

Background/History/Details:

The County routinely enters into intergovernmental agreements with its municipalities to perform work that is better handled by the County.

The specific Intergovernmental Agreement under consideration would authorize County staff and equipment to be used within the Town of Tyrone in order to resurface nine (9) streets, for an of 2.8 miles, of town roads over a three-year period of time. These streets are listed in the Special Stipulations Attachment to the agreement. The aggregate length of this resurfacing work is approximately 1.58 miles.

The agreement includes the provision that the Town of Tyrone will reimburse the County the cost of materials used in the performance of this work. Fayette County will provide the staff and the equipment at no cost to the town for those services. The work is to be performed during Fiscal Year 2014, 2015, and 2016.

The Town of Tyrone approved this Street Resurfacing Agreement during the May 16, 2013 Tyrone Town Council meeting.

What action are you seeking from the Board of Commissioners?

Approval of staff's request to enter into an Intergovernmental Agreement with the Town of Tyrone, allowing for the County to resurface nine (9) roads over a three-year period of time within the Town of Tyrone, to provide labor and equipment at no cost to the Town of Tyrone, and to authorize the Chairman to execute said agreement.

If this item requires funding, please describe:

The cost for the County is for providing labor and equipment. These costs will be paid out of the Road Department's existing budget. The Town of Tyrone will reimburse the County the cost of all materials used in performing the work.

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

Staff Notes:

This is an example of intergovernmental cooperation between Fayette County and the Town of Tyrone for the betterment of the citizens by providing safe and adequate streets.

STATE OF GEORGIA
COUNTY OF FAYETTE

STREET RESURFACING AGREEMENT

AN AGREEMENT entered into this _____ day of _____ 2013, by and between FAYETTE COUNTY, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as the "County", and the Town of Tyrone, a political subdivision and municipality of the State of Georgia, acting by and through its Mayor and Council, hereinafter referred to as the Town, to provide for certain street work within the corporate limits of the Town.

WITNESSETH:

WHEREAS, the County and the Town desire the proper resurfacing of certain streets within the corporate limits of the Town to promote adequate and safe means of transportation; and

WHEREAS, the County and the Town desire to coordinate their efforts and work together in the resurfacing of certain streets within the corporate limits of the Town, pursuant to their respective Resolutions.

NOW, THEREFORE, in and for the consideration of the premises and conditions as hereinafter provided, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1.

The County and the Town hereby agree to coordinate their efforts, as hereinafter provided, in the resurfacing of the streets that are listed on the attachment to this Agreement known as Special Stipulations. Said Special Stipulations are hereby adopted into this Agreement by this reference hereto.

2.

COUNTY RESPONSIBILITIES

The County agrees to provide the labor and equipment, which it has available, for the resurfacing of the streets which have been identified on the Special Stipulations attachment. Any additional County

Responsibilities not listed in this paragraph may be contained on the Special Stipulations attachment. The County shall perform all paving activities, excluding patching and milling. The County may perform additional ancillary activities if requested by the Town and agreed to by the County. Such activities may be performed by third-party vendors. The County will provide an estimate of the cost of these ancillary activities to the Town for their approval prior to the work being performed.

3.

TOWN RESPONSIBILITIES

The Town shall reimburse the County for all materials (i.e. asphalt and tack, including over-run quantities for leveling and topping) and shall pay the County for the costs of material within 30 days of invoice. All inadvertent overspray of tack (on curb and gutter, driveways, lawns sections, etc.) shall be cleaned up by the Town. The Town agrees to handle any prior local resident work notification within the work area, in conjunction with the County's paving schedule. The Town is responsible for patch and repair of any affected areas, as well as the striping on any streets that require striping. The Town shall furnish staging/cleaning out areas each day for paving machine/material cleaning and storage. The Town shall reimburse the County the cost of any third-party services utilized to perform this work. Third-party work activities may include, but not be limited to, striping, flagmen, milling, equipment rental, leased dump trucks, etc.

4.

INDEMNIFICATION

To the fullest extent permitted by law, the Town agrees to hereby and does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to attorney's fees, incurred or suffered by the County that arise out of, or result from, the performance of the Work, which are not incurred or suffered due to the negligence of the County.

5.

CITY STREETS

The County and the Town agree that streets listed on the Special Stipulations attachment are in the city limits of the Town, are part of the street system of the Town and as such shall be completely and solely within the Town's jurisdiction and control. The resurfacing of the streets listed on the Special Stipulations attachment is at the direction of the Town and the County assumes no interest in the title of said street. In no manner shall the streets listed on the Special Stipulations attachment be deemed a County street. Unless otherwise agreed, the maintenance and repair of said streets shall be the sole responsibility of the Town.

6.

SECURING WORK SITE

The Town agrees to assist the County where possible to secure the work site and prevent the tampering, vandalism or theft of equipment, tools or materials left at the site by the County, its agents or employees, at the close of each working day. The County agrees to provide certified flaggers, and the Town will provide a pilot car if necessary, to alert motorists and ensure caution when work is underway in the work area.

7.

RIGHTS OF THE PROPERTY

The Town warrants that it owns or has rights to resurface the aforementioned streets listed on the Special Stipulations attachment and further warrants that said work will not violate any restrictions, covenants, local or state law.

8.

STARTING AND COMPLETION DATES

The County agrees to begin work on the project as soon as scheduled work permits, and to complete said project in a timely manner subject to inclement weather, existing obligations, and circumstances beyond control of the County, in which event the County shall commence or complete the project as soon as it may practicably do so.

9.

ADDITIONAL TERMS AND CONDITIONS

Any additional terms and conditions which may exist between the parties may be found on the Special Stipulations attachment. To the extent that there may exist a conflict between the terms and conditions in this Agreement and the terms and conditions in the Special Stipulations attachment, the parties agree that any terms and conditions in the Special Stipulation attachment supersede any terms and conditions within this Agreement.

IN WITNESS WHEREOF, parties have hereunto set their hands and affixed their seals the day and year as first above written.

FAYETTE COUNTY, GEORGIA

By: _____

Steve Brown, Chairman

(SEAL)

Attest:

_____

County Clerk

CITY OF FAYETTEVILLE

By: _____

Eric Dial, Mayor of Tyrone

(SEAL)

Attest:

_____

Town Clerk

Attachment A:

SPECIAL STIPULATIONS
PROJECT NUMBER T012345-TPW

Streets to be resurfaced, on an annual basis, will be reviewed and updated according to condition, and are not to exceed three (3) miles in total aggregate length, unless special provisions are necessary and approved separately. Initial priority list of streets is submitted below, with termini and mileage.

FY14
Berry Hill Lane (.3 mi) – Swanson Road
Londonberry Court (.1 mi) – W. Crestwood Road
Pyron Point (.1 mi) – W. Crestwood Road

FY15
Pointview Court (.1 mi) – Palmetto Road
Handley Road (.5 mi) – Senoia Road to Tyrone Road
Powers Court (.8 mi) – Senoia Road

FY16
Winfair Drive (.4 mi) – Senoia Road
Rosewood Avenue (.2 mi) – Senoia Road
Laurel Circle (.3 mi) – Senoia Road