COUNTY DEPARTMENT AGENDA REQUEST

Department:	County Commissioners	Presenter(s):	Jack Krakeel
Meeting Date:	Thursday, December 9, 2010	Type of Request:	Consent

Wording for the Agenda:

Approval of Intergovernmental Agreement with Peachtree City related to the transportation projects and the use of 2004 Special Purpose Local Option Sales Tax proceeds in the amount of $25,000.00.

Background/History/Details:

The Board at its December 1st Workshop agreed to consider a funding request from Peachtree City to conduct study for intersection improvements at Crosstown Road and Peachtree Parkway in an amount not to exceed $25,000.

What action are you seeking from the Board of Commissioners?

Approve the Intergovernmental Agreement between Fayette County and Peachtree City for a study associated with the intersection of Crosstown Drive and Peachtree Parkway.

If this item requires funding, please describe:

2004 SPLOST proceeds would fund these projects if the City and County reach agreement.

Has this issue come before the Commissioners in the past?	Yes	If so, when?	Wednesday, December 1, 2010
Do you need audio-visual for the presentation?	No	Back-up Material Submitted?	No

STAFF USE ONLY

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

Staff Notes:

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement"), made and entered into as of the 9th day of December, 2010, by and between FAYETTE COUNTY, GEORGIA, ("County") and PEACHTREE CITY ("City") both political subdivisions of the State of Georgia.

W I T N E S S E T H:

WHEREAS, certain portions of Crosstown Drive and Peachtree Parkway lying within the municipal boundaries of the City have been identified by City officials as a part of a transportation improvement project known as the Crosstown Drive/Peachtree Parkway Intersection Improvement Project ("Project"); and

WHEREAS, the transportation improvements proposed by the City as defined by this Project are in the best interests of both the City and County; and

WHEREAS, the project is identified as Project I 16 in the County's 2003 Comprehensive Transportation Plan and is therefore an eligible project to be funded by SPLOST revenues; and

WHEREAS, Article IX, Section III, Paragraph 1(a) of the Georgia Constitution authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality of political subdivisions, or with any other public agency, public corporation, or public authority for joint services for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the County and the City desire to enter into an agreement for completion of a preliminary analysis of project design and alternatives known as the Crosstown Drive/Peachtree Parkway Intersection Improvement Project, as more specifically set forth below.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the City and the County DO HEREBY AGREE, as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are made a part of this Agreement as if fully set forth herein.

2. The City shall pay all costs associated with the preliminary design, development of alternatives, cost estimates and improvement options for the Crosstown Drive/Peachtree Parkway Intersection Improvement Project.

3. The County shall provide funding to reimburse the City for costs associated with the preliminary design, development of alternatives, cost estimates and improvement options for this project in an amount not to exceed $25,000.

4. Nothing in this Agreement shall obligate the County to expend any additional funds for the Crosstown Drive/Peachtree Parkway Intersection Improvement Project.

5. Miscellaneous.

a. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and all understandings, representations, and agreements between them. Each party warrants to the other that no agent, officer, employee, attorney or other representative of either has made any representation or statement, nor are there any agreements or understandings between or among any of the parties' representatives, upon which any party relies, that are not expressed and set forth in writing herein.

b. Further Documents. The parties shall execute such other and further documents as may be deemed necessary by either party to fulfill the intent of the parties to this Agreement.

c. Time of Essence. Time is of the essence of each and every term, provision and covenant of this Agreement.

d. Governing Law. This Agreement is made and shall be construed under and in accordance with the laws of the State of Georgia.

e. Captions. All captions, headings, Sections, and subsection numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit, or otherwise vary in any respect the text of this Agreement.

f. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

g. Severability. This Agreement is intended to be preformed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent be invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

h. Liability. Each party shall bear liability only for the actions of its own employees, agents and officials in carrying out the obligations set forth in this Agreement.

i. No Waiver. No provision in the Agreement is intended to nor shall it be construed to in any way waive any immunities or protections provided to either the City or the County by the Constitution or laws of the State of Georgia.

j. Supervision of Employees. It is understood by the parties that no employees, officers, agents or officials or either party shall be under or subject to the direction or control of the other party, its officers, employees, agents or officials as to any of the services provided pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed under seals as of the day and year first above written.

Attest:

BOARD OF COMMISSIONERS
FAYETTE COUNTY, GEORGIA

Clerk/Deputy Clerk

Jack R. Smith, Chairman

Attest:

City of PEACHTREE CITY

Clerk

Donnie O. Haddix, Mayor