COUNTY DEPARTMENT AGENDA REQUEST

Department:	Public Works / SPLOST	Presenter(s):	Phil Mallon & Richard Newbern
Meeting Date:	Thursday, February 24, 2011	Type of Request:	Old Business

Wording for the Agenda:

Consideration of a request from the Town of Tyrone for Special Purpose Local Option Sales Tax funding of a transportation scoping study along Tyrone-Palmetto Road, identified as SPLOST Project No. R-1.

Background/History/Details:

Project R-1 is identified in the 2003 Transportation Plan as a road widening / reconstruction project from SR 74 to the Fayette / Coweta County Line. The purpose "is to provide the necessary roadway capacity to accommodate traffic demands safely and efficiently". A scoping study is recommended to identify specific project needs to meet the safety and efficiency goals and prepare concept-level cost estimates for design, right-of-way and construction. The existing intersection of Palmetto Road, Arrowood Road and Swanson Road are of particular concern to Tyrone.

Staff recommends $30,000 be budgeted for the scoping study. An Intergovernmental Agreement is being prepared.

The Board of Commissioners heard a presentation on this topic during its February 2, 2011 Workshop meeting, and it was directed that this item be placed on the February 24th agenda for further consideration and possibly formal action.

What action are you seeking from the Board of Commissioners?

Motion to approve staff's recommendation to budget $30,000 for the funding of a transportation scoping study along Tyrone-Palmetto Road, known as SPLOST Project No. R-1, and authorization for the Chairman to execute an Intergovernmental Agreement with Tyrone upon approval by the County Attorney.

If this item requires funding, please describe:

2004 Transportation SPLOST funds (321 category) would be used to fund this project.

Has this issue come before the Commissioners in the past?	Yes	If so, when?	Wednesday, February 2, 2011
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 24th day of February, 2011, by and between FAYETTE COUNTY, GEORGIA ("County"), and the TOWN OF TYRONE ("Town"), both political subdivisions of the State of Georgia.

W I T N E S S E T H:

WHEREAS, certain sections of Palmetto Road lying within the municipal boundaries of the Town have been identified by Town officials as a part of a transportation improvement project known as the Tyrone-Palmetto Road Project ("Project"), which extends from SR 74 west to the Coweta County border; and

WHEREAS, the project is identified as Project R-1 in the County's 2003 Comprehensive Transportation Plan and is therefore an eligible project to be funded by SPLOST revenues; and

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

WHEREAS, Article IX, Section III, Paragraph I(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 or political subdivision 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 Town desire to enter into an agreement for the completion of a Scoping Study for the transportation improvement project known as the Tyrone-Palmetto Road 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, the Town 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. Compliance with Regulations; Maintenance Responsibilities. The Town shall perform all the work described herein in accordance with applicable county and state regulations

3. The County shall provide finding to the Town from SPLOST 321 Fund revenues in an amount not to exceed $30,000 for the completion of a transportation scoping study along Tyrone-Palmetto Road from SR 74 to the Coweta County Line. The Town will be responsible for all costs associated with design and project management. If the cost of the scoping study is less than $30,000, the County will be entitled to any such savings.

4. Any additional funding obtained through grant funds shall reduce the amount of the County's funding of the project except that the Town shall be entitled to 20% of any cost savings achieved through grants.

5. The Town agrees that it will complete the scoping study that is the subject of this Agreement. The purpose of the study is to identify and prioritize operational improvements and/or widening required along Tyrone-Palmetto Road between SR 74 and Coweta County needed to accommodate future traffic demands safely and efficiently. Of particular concern is the existing intersection of Arrowood Road, Swanson Road, and Tyrone-Palmetto Road. The study shall also include conceptual cost estimates and funding options. Should the cost of the study exceed $30,000, the Town shall pay for any of these additional costs.

6. The County will pay its portion of the project costs as invoices are submitted during the project. The County will pay all acceptable invoices within 30 days of receipt of the invoice.

7. Miscellaneous.

   a. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and all understandings, representations, 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, Section, 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 performed 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 this 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. The Town bears all liability for any claims whatsoever that arise out of its construction activities.

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 Town 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	Herbert E. Frady, Chairman

ATTEST:	TOWN OF TYRONE, GEORGIA
_____	_____
Clerk	Don Rehwaldt, Mayor