COUNTY DEPARTMENT AGENDA REQUEST

Department:	Road	Presenter(s):	Andy Adams
Meeting Date:	Thursday, November 10, 2011	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's request to enter into an Intergovernmental Agreement between Fayette County and the City of Fayetteville, allowing for the County to resurface Johnson Avenue, Lakepoint Lane, and Lakeland Circle within the City of Fayetteville; and authorization for the Chairman to execute said agreement.

Background/History/Details:

Routinely, Fayette County enters into intergovernmental agreements with various jurisdictions in order to perform work that is better handled by the County.

The specific Intergovernmental Agreement under consideration would authorize County staff, equipment, and material to be used within the City of Fayetteville's limits in order to resurface three city roads. The roads, which are identified on the Special Stipulations Attachment to the agreement (also referred to as Project Number S013656-PRC), are Johnson Avenue, Lakeland Circle, and Lakepoint Lane. The aggregate length of this resurfacing work is approximately 1.21 miles

The City of Fayetteville has agreed to reimburse Fayette County for any material such as asphalt and tack, including over-run quantities for leveling and topping used to accomplish this resurfacing project.

What action are you seeking from the Board of Commissioners?

Approval of staff's request to authorize the Chairman to sign an Intergovernmental Agreement between Fayette County and the City of Fayetteville, allowing for the County to resurface Johnson Avenue, Lakepoint Lane, and Lakeland Circle within the City of Fayetteville.

If this item requires funding, please describe:

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

Has this issue come before the Commissioners in the past?	Yes	If so, when?	Thursday, March 10, 2011
Do you need audio-visual for the presentation?	No	Back-up Material Submitted?	Yes

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:

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT

STREET RESURFACING

AN AGREEMENT entered into this ____day of _____2011, 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 CITY of FAYETTEVILLE, a political subdivision and municipality of the State of Georgia, acting by and through its Mayor and Council, hereinafter referred to as the "City", to provide for certain street work within the corporate limits of the City.

WITNESSETH:

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

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

3.

CITY RESPONSIBILITIES

The City shall perform all patching and milling, and shall notify the County when all patching and milling has been completed. The City 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, lawn sections, etc.) shall be cleaned up by the City. The City agrees to handle any prior local resident work notification within the work area, in conjunction with the County's paving schedule. The City is responsible for striping on the streets that require striping. The City shall furnish staging/clean out areas each day for paving machine/material cleaning and storage.

4.

INDEMNIFICATION

To the fullest extent permitted by law, the City 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 City agree that streets listed on the Special Stipulations attachment are in the city limits of the City, are part of the street system of the City and as such shall be completely and solely within the City's jurisdiction and control. The resurfacing of the streets listed on the Special Stipulations attachment is at the direction of the City 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 City.

6.

SECURING WORK SITE

The City 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 City also agrees to provide certified flaggers and pilot car, if necessary, to alert motorists and ensure caution when work is underway in the work area.

7.

RIGHTS OF THE PROPERTY

The City 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.

FAYTTE COUNTY, GEORGIA

By: _____
Herbert E. Frady, Chairman

(SEAL)

Attest:

_____
Deputy Clerk

CITY OF FAYETTEVILLE

By:_____
Mayor, City of Fayetteville

(SEAL)

Attest:

_____

SPECIAL STIPULATIONS
PROJECT NUMBER **S013656-PRC**

Streets to be resurfaced;		Miles:
Johnson Ave	from SR 85 to S. Jeff Davis Dr	0.30 miles
Lakeland Circle	Highview Trace to cul-de-sac	0.28 miles
Lakepoint Lane	from Lakemont Dr to cul-de-sac	0.63 miles