COUNTY AGENDA REQUEST

Department:	Public Works	Presenter(s):	Phil Mallon
Meeting Date:	Thursday, March 8, 2012	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's request to accept the proposed amendment to extend the term of existing Intergovernmental Agreement between the Town of Tyrone and Fayette County for the Valleywood Road Project from February 24, 2012 to February 23, 2013.

Background/History/Details:

On February 24, 2011, the Fayette County Board of Commissioners agreed to an IGA with Tyrone for drainage and paving improvements along 1,700 feet of Valleywood Road from Senoia Road to the stream crossing.

The existing Agreement had a term of 12 months for design, permitting and construction. Design and permitting were delayed due to negotiations and design concerns between Tyrone and CSX Railroad. These issues have been resolved and the project should be ready for construction soon. The purpose of this agenda request is for the Board of Commissioners to formally extend the term of the Agreement via the amendment prepared by the Town of Tyrone.

The proposed amendment, a copy of the Agenda Request from February 24, 2011, and the signed Intergovernmental Agreement are provided as back-up material.

What action are you seeking from the Board of Commissioners?

Acceptance of the proposed amendment to extend the term of existing Intergovernmental Agreement between the Town of Tyrone and Fayette County for the Valleywood Road Project from February 24, 2012 to February 23, 2013.

If this item requires funding, please describe:

Indirect funding in terms of County labor and equipment. All materials to be provided by the Town of Tyrone.

Has this request been considered within the past two years?	Yes	If so, when?	February 24, 2011
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	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval	Yes		

Staff Notes:

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February 17, 2012

VIA HAND DELIVERY

Mr. Phil Mallon, P.E.
Director of Public Works
115 McDonough Road
Fayetteville, Georgia 30214

Re: Intergovernmental Agreement between the Town of Tyrone and Fayette County for the Valleywood Road Project

Dear Mr. Mallon:

Earlier this week you were communicating with Mr. Brandon Perkins, Interim Town Manager for Tyrone, about an amendment to the above-referenced Agreement. Enclosed please find an amendment to this Agreement extending the term of the Agreement from February 24, 2012 to February 23, 2013. This was adopted with unanimous approval by the Mayor and Council last night.

The Town of Tyrone looks forward to favorable consideration of this amendment by Fayette County. Please contact Mr. Perkins once the County has decided this issue. I ask that you forward a copy of the executed amendment to Tyrone at your earliest convenience. Should you require anything further from Tyrone on this matter, please do not hesitate to let me know.

Yours very truly,

Dennis A. Davenport
Town Attorney
Town of Tyrone, Georgia

DAD

Enclosure

Cc: Mr. Brandon Perkins (without enclosure)

RECEIVED
FEB 17 2012
PUBLIC WORKS

INTERGOVERNMENTAL AGREEMENT

FIRST AMENDMENT

This amendment to an Intergovernmental Agreement, hereinafter the "Agreement", is entered into this ___ day of _____, 2012, by and between FAYETTE COUNTY, GEORGIA ("County"), and the TOWN OF TYRONE ("TOWN"), both political subdivisions of the State of Georgia, for the purpose of amending certain provisions contained in the aforementioned agreement.

WITNESSETH:

WHEREAS, the aforementioned Agreement was entered into by the County and the Town on February 24, 2011; and

WHEREAS, the purpose of the aforementioned Agreement was to provide for the County to provide improvements to certain sections of Valleywood Road in the municipal limits of the Town; and

WHEREAS, said improvements were to be completed within twelve (12) months of the full execution of the Agreement; and

WHEREAS, circumstances have prevented the County and the Town from completing the terms of the agreement within the twelve (12) month period described above; and

WHEREAS, the County and the Town both desire to amend the agreement to extend the aforementioned twelve (12) month period to twenty-four (24) months.

NOW, THEREFORE, the County and the Town agree to amend the Agreement by deleting the first sentence of Paragraph 2, in its entirety, and by replacing it with the following sentence:

"Within twenty-four (24) months of the full execution of this Agreement and satisfactory

resolution of any environmental concerns associated with the project, the County shall undertake to perform the grading, drainage and paving improvements for approximately 1,700 ft along Valleywood Road.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Intergovernmental Agreement as of the day and year first above written.

ATTEST:

BOARD OF COMMISSIONERS
FAYETTE COUNTY, GEORGIA

Clerk/Deputy Clerk

Herbert E. Frady, Chairman

ATTEST:

Del Baker

Clerk

TOWN OF TYRONE, GEORGIA

Mayor Eric Dial

COUNTY DEPARTMENT AGENDA REQUEST

Department:	Public Works	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 the County Road Department to provide necessary equipment and labor for drainage and paving improvements to 1,700 feet of Valleywood Road from Senoia Road to the stream.

Background/History/Details:

Valleywood Road is a gravel road owned and maintained by the Town of Tyrone. It requires significant maintenance throughout the year and is occasionally impassible due to overland flow from an adjacent pond.

The Town of Tyrone first requested assistance for this project in the fall of 2009 (see letter dated October 19, 2009). The County agreed to provide labor and equipment but was unable to perform the necessary design / engineering work for the project. Tyrone has since hired a consultant to develop plans for the project. As part of the plan development process, the scope of work has been increased from 1,200 to 1,700 feet.

The Road Department is familiar with this project and has incorporated it into the Department's 2011 Work Plan. A detailed project schedule will be developed once the plans are complete. The County's anticipated cost in terms of equipment and labor is $194,000 ($137,000 for equipment and $57,000 for labor). This estimate is based on a four-month construction schedule.

This item was considered the December 10, 2010 Board of Commissioners meeting, and discussed at the February 2, 2011 Board of Commissioners Workshop. The Board directed this item to be placed on the February 24, 2011 agenda for further consideration.

What action are you seeking from the Board of Commissioners?

Motion authorizing the Chairman to sign an intergovernmental agreement between Fayette County and the Town of Tyrone permitting the Fayette Road Department to provide necessary equipment and labor for drainage and paving improvements to 1,700 feet of Valleywood Road, from Senoia Road to the stream.

If this item requires funding, please describe:

Indirect funding is required in terms of County labor and equipment. All materials are to be provided by the Town of Tyrone.

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?	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:

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 Valleywood Road lying within the municipal boundaries of the Town are in need of improvements and paving; and

WHEREAS, the improvement and paving of such sections of Valleywood Road is in the best interest of both the Town and 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 improvements and paving of certain sections of Valleywood Road, 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. Within twelve (12) months of the full execution of this Agreement and satisfactory resolution of any environmental concerns associated with the project, the County shall undertake to perform the grading, drainage and paving improvements for approximately 1,700 ft along Valleywood Road. These improvements are specified in more detail on the project's Construction and Right-of-Way Plans prepared by Mallett Consulting, Inc. The County shall provide all necessary labor, equipment and materials as the County deems necessary to perform such work, except for the items noted below in paragraph 5. The Town shall provide all surveying and staking required for the project and the acquisition of any additional right-of-way if necessary. The Town shall also obtain and ensure compliance with all permits applicable for the project.

3. The Town shall reimburse the County for the actual costs of all materials necessary to complete the work described in paragraph 2 above. Payment shall be made within 30 days of receipt of invoice by the Town. In order for the Town to track and maintain the project budget, the County shall receive written authorization from the Town prior to all material purchases.

4. The County shall be reimbursed by the Town for any Contractors that are hired by the County to account for unanticipated work or expenses. The Town shall approve any work prior to the County issuing a notice or proceed.

5. The Town shall be responsible for providing and installing all soil erosion and sedimentation control measures required over the course of the project, as well as providing inspections and project documentation that may be required by applicable permits.

6. Compliance with Regulations; Maintenance Responsibilities. The County shall perform all the work described herein in accordance with applicable county and state regulations. The Town shall cooperate with the County in all respects necessary for the completion of the work described in this Agreement. Other than the work expressly set forth in this Agreement, nothing contained in this Agreement shall be construed so as to require the County to be obligated to maintain any portions of the roads described herein within the boundaries of the Town.

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:

Floyd L. Jones
Clerk/Deputy Clerk

BOARD OF COMMISSIONERS
FAYETTE COUNTY, GEORGIA

Herbert Frady
Herbert E. Frady, Chairman

ATTEST:

Pamela J. Megill
Clerk

TOWN OF TYRONE, GEORGIA

Don Rehwaldt, Mayor