



Camden County, GA

200 East 4th Street,
Courthouse Square
P.O. Box 99
Woodbine, Georgia 31569

BJA FY10 Recovery Act MOU

Item Number: 5

Type: Regular Agenda

In Control: Board of County
Commissions

Agenda Date: 5/18/2010

Title:

BJA FY 10 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation MOU (Memorandum of Understanding)

Attachments

The MOU for signing upon approval.

Title

BJA FY 10 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation MOU (Memorandum of Understanding)

Motions

Approval of BJA FY 10 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation MOU (Memorandum of Understanding).

Other action the Board deems necessary.

Background

The City of St. Marys and the City of Kingsland have each been allocated individual funds under the Bureau of Justice Assistance (BJA) FY 10 Recovery Act Edward Bryne Memorial Justice Assistance Grant Program Local Solicitation. Although Camden County was not allocated funds this year, per the guidelines of the grant, the monies must be applied for jointly. The grant requires a memorandum of understanding (MOU) between the three local governments.

The MOU will be presented on May 10, 2010, to the City Councils of St. Marys and Kingsland for their approval. After approval by all three entities, the application will be submitted by the City of St. Marys prior to the June 30, 2010 deadline.

Staff Recommendation

Approve this item as submitted.

THE STATE OF GEORGIA

COUNTY OF CAMDEN

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF ST. MARYS, GEORGIA, THE CITY OF KINGSLAND, GEORGIA,
AND THE COUNTY OF CAMDEN, GEORGIA**

RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 10th day of May, 2010, by and between the COUNTY of CAMDEN, acting by and through its governing body, the Board of Commissioners, hereinafter referred to as COUNTY, and the CITY of ST. MARYS and the CITY of KINGSLAND, acting by and through its governing bodies, the City Councils, hereinafter referred to as ST. MARYS and KINGSLAND respectively, both of CAMDEN County, State of Georgia, witnesseth:

WHEREAS, this Agreement is made under the authority of 42 U.S.C. 3751(a) and O.C.G.A. § 36-87-2(a); and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, ST. MARYS agrees to provide KINGSLAND \$10,114.20 for the Acquisition of Vehicles for Law Enforcement Use from the JAG award; and

WHEREAS, ST. MARYS, KINGSLAND and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY, ST. MARYS, and KINGSLAND agree as follows:

Section 1.

ST. MARYS agrees to pay KINGSLAND a total of \$10,114.20 of JAG funds.

COUNTY and KINGSLAND agree that ST. MARYS will retain \$12,868.80 of JAG funds.

Section 2.

KINGSLAND agrees to use \$10,114.20 for the Acquisition of Vehicles for Law Enforcement Use until August 31, 2014.

ST. MARYS agrees to use \$12,868.80 for the Acquisition of an Enclosed Utility Trailer, an Inflatable Communications Antenna, and for Costs Associated with Administering the JAG Funds until August 31, 2014.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the GEORGIA Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against ST. MARYS other than claims for which liability may be imposed by the GEORGIA Tort Claims Act.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against KINGSLAND other than claims for which liability may be imposed by the GEORGIA Tort Claims Act.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF ST. MARYS, GEORGIA

CITY OF KINGSLAND, GEORGIA

By: _____
William T. DeLoughy, Its Mayor

By: _____
Kenneth E. Smith Sr., Its Mayor

Attest: _____
Darlene M. Roellig, Its City Clerk

Attest: _____
Linda O'Shaughnessy, Its Clerk

Approved as to Form:

Approved as to Form:

City Attorney, St. Marys

City Attorney, Kingsland

COUNTY OF CAMDEN

By: _____
David L. Rainer, Chair

Attest: _____
Kathryn Bishop, Its Clerk

Approved as to Form:

Camden County Attorney