



Camden County, GA

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

Master

Item Number: 4

Type: Regular Agenda

In Control: Board of County
Commissions

Agenda Date: June 15, 2010

Title:

Approval of Intergovernmental Agreement between the City of Kingsland, City of St. Marys, City of Woodbine and Camden County for Georgia Environmental Facilities Authority (GEFA) Energy Efficiency Conservation Block Grant (EECBG) Program Funding.

Attachments

Copy of Intergovernmental Agreement between the City of Kingsland, City of St. Marys, City of Woodbine and Camden County for Georgia Environmental Facilities Authority (GEFA) Energy Efficiency Conservation Block Grant (EECBG) Program Funding.

Title

Approval of Intergovernmental Agreement between the City of Kingsland, City of St. Marys, City of Woodbine and Camden County for Georgia Environmental Facilities Authority (GEFA) Energy Efficiency Conservation Block Grant (EECBG) Program Funding.

Motions

Approve this item as presented by staff.

Other action the Board deems necessary.

Background

The City of Kingsland was notified in March 2010 that its application had been selected for a grant in the amount of \$500,000.00 under the Energy Efficiency Conservation Block Grant (EECBG) from the U.S. Department of Energy (DOE) program funding and the Georgia Environmental Facility Authority (GEFA). The City of Kingsland is the Administrator for these funds.

The Intergovernmental Agreement for Georgia Environmental Facilities Authority (GEFA) Energy Efficiency Conservation Block Grant (EECBG) Program Funding requires that the City of Kingsland reimburse Camden County up to twenty thousand dollars (\$20,000.00) for the authorized energy efficiency expenditures pursuant to the GEFA energy grant. The County must use the GEFA funds for EECBG expenditures to their government buildings by June 31, 2012

Staff Recommendation

Staff recommends approval of this item as presented.

THE STATE OF GEORGIA

COUNTY OF CAMDEN

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF KINGSLAND, GEORGIA, THE CITY OF ST. MARYS, GEORGIA, THE CITY
OF WOODBINE, GEORGIA AND THE COUNTY OF CAMDEN, GEORGIA FOR
GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY (GEFA)
ENERGY EFFICIENCY CONSERVATION BLOCK GRANT (EECBG) PROGRAM FUNDING**

This Agreement is made and entered into this _____ day of _____, 2010, by and between the CITY of KINGSLAND, the CITY OF ST. MARYS, the CITY of WOODBINE, all municipal corporations of the State of Georgia acting by and through its governing bodies, the Mayors and City Councils, are hereafter referred to as "KINGSLAND," "ST. MARYS," AND "WOODBINE," and CAMDEN COUNTY, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, is hereafter referred to as the "COUNTY."

WITNESSETH:

WHEREAS this Agreement is made under the authority set forth in Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia; and

WHEREAS KINGSLAND initiated, prepared, and has submitted a grant application to GEFA seeking energy efficiency funding;

WHEREAS KINGSLAND was notified in March 2010 that its application had been selected for a grant in the amount of \$500,000 under the Energy Efficiency and Conservation Block Grant (EECBG) from the U.S. Department of Energy (DOE) program funding and that Georgia Environmental Facilities Authority (GEFA) had approved an intergovernmental agreement with KINGSLAND for the use and administration of the GEFA EECBG funds;

WHEREAS KINGSLAND will serve as the fiscal and lead reporting agent for the GEFA EECBG funds;

WHEREAS each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public through cost savings in energy bills to various public buildings, and that the division of costs fairly compensates the performing party for the services of funding under this Agreement; and

WHEREAS KINGSLAND, ST. MARYS, WOODBINE, AND THE COUNTY agree to use energy audits as the basis for their energy efficiency expenditures and provide any documentation as requested by KINGSLAND for the purpose of meeting the American Recovery and Reinvestment Act (ARRA) and/or GEFA requirements for expedite reimbursement to the local governments for their energy efficiency expenses;

WHEREAS KINGSLAND agrees to reimburse the COUNTY up to \$20,000 for the authorized energy efficiency expenditures pursuant to the GEFA energy grant; KINGSLAND agrees to reimburse ST. MARYS up to \$20,000 for the authorized energy efficiency expenditures pursuant to the GEFA energy grant; and KINGSLAND agrees to reimburse WOODBINE up to \$20,000 for the authorized energy efficiency expenditures pursuant to the GEFA grant; KINGSLAND agrees to use up to \$20,000 for the authorized energy efficiency expenditures pursuant to the GEFA energy grant;

NOW THEREFORE, KINGSLAND, ST. MARYS, WOODBINE, AND THE COUNTY agree, subject to the terms and conditions GEFA EECBG grant to make the following payments

Section 1.

KINGSLAND agrees to pay COUNTY up to \$20,000 in GEFA EECBG funds

KINGSLAND agrees to pay ST. MARYS up to \$20,000 in GEFA EECBG funds

KINGSLAND agrees to pay WOODBINE up to \$20,000 in GEFA EECBG funds

ST. MARYS, WOODBINE and COUNTY agree that KINGSLAND will retain the remaining GEFA funds for administration of the grant and for the establishment of a revolving loan fund program to benefit small businesses throughout Camden County.

Section 2.

KINGSLAND agrees to use up to \$20,000 in GEFA funds for EECBG expenditures to their government buildings by June 30, 2012

ST. MARYS agrees to use up to \$20,000 in GEFA funds for EECBG expenditures to their government buildings by June 30, 2012

WOODBINE agrees to use up to \$20,000 in GEFA funds for EECBG expenditures to their government buildings by June 30, 2012

COUNTY agrees to use up to \$20,000 in GEFA funds for EECBG expenditures to their government buildings by June 30, 2012

In the event that either, the COUNTY, KINGSLAND, ST. MARYS, OR WOODBINE fail to use their \$20,000 in a timely manner of the local government allocation, then these funds will be distributed evenly to the other local governments. All funding shall be subject to receipt by the City of Kingsland of grant funds.

Section 3.

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 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement. The terms and conditions of the EECBG to extent applicable to the provisions of this Agreement are incorporated hereby reference.

Section 5.

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

By _____
William DeLoughy, Its Mayor

Attest: _____
Darlene M. Bowling, Its City Clerk

CITY OF KINGSLAND, GEORGIA

By _____
Kenneth Smith, Its Mayor

Attest: _____
Linda O'Shaughnessy, Its Clerk

CITY OF WOODBINE

by _____
Steven Parrot, Mayor

Attest: _____
Sandra Rayston, City Administrator

COUNTY OF CAMDEN

By _____
David Rainer, Chair

Attest: _____
Kathryn Bishop, County Clerk