

AGREEMENT BETWEEN
THE CAMDEN COUNTY BOARD OF COMMISSIONERS
THE CITY OF KINGSLAND, THE CITY OF ST. MARYS,
THE CITY OF WOODBINE, AND THE CAMDEN COUNTY
PUBLIC SERVICE AUTHORITY

THIS AGREEMENT, made and entered into this 20 day of December, 2018, by the Camden County Board of Commissioners, located in the State of Georgia, the City of Kingsland, located in Camden County, the State of Georgia, the City of St. Marys located in Camden County, State of Georgia, the City of Woodbine, located in Camden County, State of Georgia, hereinafter referred to as "FUNDING PARTIES", and the Camden County Public Service Authority, located in Camden County, State of Georgia hereinafter referred to as "PSA".

WITNESSETH:

WHEREAS, since January 12, 1994, the PSA developed, operated and maintained a concept for a consolidated and comprehensive leisure program based on the unification of preexisting county and municipal programs and facilities; and

WHEREAS, such consolidation promotes economy, efficiency, conservation of natural resources, and greater protection of the environment for Camden County and the cities within Camden County to join in the operation of a system for the provision of recreation services and thereby avoiding duplication of effort and facilities; and

WHEREAS, from November 11, 2009 through November 11, 2014, the County, the PSA, and the Cities operated within a written agreement which set forth the mutual and reciprocal rights, duties, obligations, and performances for each, NOW, THEREFORE, for and in consideration of the promises and the mutual undertakings hereinafter contained, the parties agree as follows:


1. The parties hereto recognize the consolidated leisure services program as created and defined by the PSA Board do herein designate the PSA as the sole contractual provider of said services.
2. The term of this Agreement shall be six (6) years commencing upon the date of ratification by the final party to officially adopt and ratify this agreement. Public notice of the expiration of this Agreement shall be made by publication of one week's duration in the legal organ of Camden County, Georgia at least ninety (90) days prior to such expiration
3. The consolidated program and facilities shall be administered and operated by the PSA through the Leisure Services Department.

4. The policies of said department shall be determined and established by a majority vote of the members of the board of the PSA with the prior advice and consent of the County and the Cities.
5. The financial and budgetary management responsibility of the consolidated program and facilities shall be vested in the PSA Board.
6. The PSA's Consolidated Leisure Services Program shall be funded annually by contributions made by the County and the Cities within the County. Such annual contributions by the County and the Cities shall be in revenue portions equal to the proportionate populations of the unincorporated County and the Cities as calculated by the decennial United States census. Such contribution shall be payable in 12 equal monthly installments.
7. The PSA shall maintain and account for said revenues in a specially designated accounting fund. Monthly reports of activities of said fund shall be filed with the County and the Cities. An independent auditor shall conduct an annual audit and a copy of such audit report shall be filed with the County and the Cities.
8. The PSA shall pay, and be responsible for, all operational expenses and the cost of all capital improvements made on said properties after the date of execution of this Agreement. In this context, "capital improvement" shall mean, real property or other tangible property that costs \$5,000.00 or more and that will last for more than one year.
9. This Agreement may be amended at any time by unanimous approval of the members of the PSA Board, said approval being ratified by the respective governing bodies of the Cities and the County.
10. The Cities or the County shall have the right to withdraw from this Agreement by written notification of intent to withdraw delivered to the other parties. Such withdrawal shall then become effective 90 days from the date of such written notification of intent to withdraw. Upon the effective date of such withdrawal, the withdrawing Funding Party's obligation to contribute as set forth in Section 6 above shall cease.
11. Any lands heretofore deeded to the Public Service Authority (PSA) by the Cities or the County shall revert back to the Cities and the County, only if said lands cease to be used for recreational purposes or if the PSA ceases to operate a consolidated recreation program, whichever shall occur first.
12. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. It is understood that the enactment of this Agreement is contingent upon approval by all parties of the multi-jurisdictional agreements annexed hereto.

Nothing herein shall be construed to prohibit any of the parties hereto from developing and operating recreational facilities at its own expense.

Adopted in a lawful assembly by the Public Service Authority and spread upon the Official Minutes of the Public Service Authority, this 20 Day of December, 2018.

PUBLIC SERVICE AUTHORITY OF CAMDEN, GEORGIA

BY: 

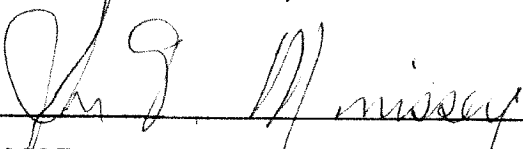
KENNETH SMITH, CHAIRMAN

ATTEST: 


JOEY CASON, PSA EXECUTIVE DIRECTOR

Adopted in a lawful assembly by the City of St. Marys and spread upon the Official Minutes of the City of St. Marys, this 29th Day of April, 2019.

MUNICIPALITY OF ST. MARYS, GEORGIA

BY: 
JOHN MORRISSEY, MAYOR



ATTEST: 
CLERK OF THE CITY OF ST. MARYS

CITY SEAL

Adopted in a lawful assembly by the City of Woodbine and spread upon the Official Minutes of the City of Woodbine, this 4 Day of March, 2019.

MUNICIPALITY OF WOODBINE, GEORGIA


BY: Steven L Parrott
STEVEN PARROTT, MAYOR

ATTEST: M. Lynn Cousins
CLERK OF THE CITY OF WOODBINE



Adopted in a lawful assembly by the City of Kingsland and spread upon the Official Minutes of the City of Kingsland, this 21st Day of January, 2019.

MUNICIPALITY OF KINGSLAND, GEORGIA

BY: 
DR. C. GRAYSON DAY, MAYOR

ATTEST: 
CLERK OF THE CITY OF KINGSLAND

CITY SEAL

