

ARPA SUBRECIPIENT INTERGOVERNMENTAL AGREEMENT  
WITH CITY OF TEMPLE, GEORGIA

This ARPA Subrecipient Intergovernmental Agreement (“**Agreement**”) is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **Carroll County, Georgia, acting by and through its Board of Commissioners**, a political subdivision of the State of Georgia (hereinafter referred to as the “**County**”), and the **City of Temple, Georgia**, a municipality and political subdivision of the State of Georgia (hereinafter referred to as either “**City**” or “**Subrecipient**”).

WHEREAS, the County and the City have determined that there is a public health need to provide sewer infrastructure in North Carroll County, and the City has a need to replace the grit removal system and control panel for its wastewater treatment plant located at 574 Oak Shade Road, Temple, Georgia 30179 (the “**Project**”);

WHEREAS, the City issued a request for proposal and selected Willow Construction Company for a price of \$270,000.00 to perform such Project as described in this Agreement; and

WHEREAS, the U.S. Department of the Treasury (“**Treasury**”) has allocated to the County federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 (“**ARPA Funds**”) under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act (hereinafter referred to as the “**Act**”) for use by the County in furtherance of the eligible uses set forth in the Act, together with the Terms and Conditions executed by the County as a condition of acceptance of the ARPA Funds, and all Rules, Regulations and Guidelines promulgated by the Treasury and amended from time to time, including without limitation the Interim Final Rule (“**Interim Final Rule**”) and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds (collectively, the “**ARPA Rules**”); and

WHEREAS, the Act authorizes the County to expend ARPA Funds awarded to the County for the eligible purposes outlined in the Treasury’s Interim Final Rule which include, *inter alia*, making necessary investments in sewer infrastructure (“**Eligible Uses**”); and

WHEREAS, pursuant to the Act, Eligible Uses under this federal program must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final disbursement of all funds no later than December 31, 2026; and

WHEREAS, the City has requested that the County grant a portion of its ARPA Funds for the Project, and the County is willing to grant forty-five percent (45%) of the cost, not to exceed \$121,500.00;

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 of Georgia 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 joint 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 provide;

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until December 31, 2026, together with such period thereafter required for reporting and record retention under the Act, unless terminated by the County in writing.
2. ARPA Funds and Proposed Project Use of ARPA Funds. The parties agree to cooperate to complete the Project (defined below). The County agrees to provide the City, under the terms of this Agreement, conditioned on the requirement that such ARPA Funds will be disbursed by the City solely in furtherance of its Project no later than December 31, 2024 based on eligibility criteria of the Act and ARPA Rules, a sum equal to forty-five percent (45%) of the cost of the Project, not to exceed **\$121,500.00** to be used for planning, development and construction of the Project. The City shall oversee the design and construction of the Project to ensure compliance with the City's specifications.
3. City Project, Estimates of Cost and Fund Sources. The City issued a request for proposal and selected Willow Construction Company for a price of \$270,000.00 to perform such Project at its regular meeting held on October 4, 2021.
4. City's Use of ARPA Funds. The City shall ensure that the ARPA Funds received by it are used solely for the purpose of the Project to the benefit of the citizens of Carroll County, Georgia, and in compliance with all requirements of the Act and ARPA Rules.
5. Ineligible Uses. Non-allowable uses of ARPA Funds include, without limitation, the following: a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase; b) damages covered by insurance; c) usage of funds as a deposit into any pension fund; d) expenses that have been or will be reimbursed under any federal program; e) debt service costs; f) contributions to 'rainy day' fund; and d) legal settlements ("**Ineligible Uses**"). The City shall not use any portion of the ARPA Funds received from the County for Ineligible Uses.
6. Delivery of ARPA Funds and Reporting Requirements. The City agrees to accept and account for all ARPA Funds received by it in compliance with this Agreement, the Act and the ARPA Rules. The City agrees to take all actions, on behalf of the County, required by the Act and the ARPA Rules regarding the maintenance of records, as well as preparation and filing of all reports. To facilitate the release of ARPA Funds by the County to the City and the County's compliance with reporting requirements for usage of ARPA Funds under this IGA, the City may submit to the County one request per month for reimbursement of expenses to the County on or before the 10th day following the end of each calendar month during the term of this Agreement, detailing the amounts to be disbursed by the City based on Eligible Uses received, reviewed and approved by the City with an attestation by an officer of the City that such payments are eligible in accordance with the eligibility requirements outlined in the

ARPA Rules and this Agreement. The County shall then distribute ARPA Funds, as requested by the City, to the City to fund the expenses of the Project approved by the County subject to availability of funds (“**Reimbursement Request Funds**”). The County may require additional documents from the City in order to comply with the Act and ARPA Rules. The City shall fund its fifty-five percent (55%) share of the Project at least on a prorata basis with the County’s ARPA Funds.

7. Termination. In the event the County makes a determination that the City use of the ARPA Funds is not in compliance with or in furtherance of the Eligible Uses set forth in the Act or it appears that the City will fall short of the required development and distribution dates set forth in the Act and ARPA Rules, the County may upon said determination terminate this Agreement, for no consideration or damages, upon notice to the City, at which time, any unused portions of the ARPA Funds shall be reimbursed by the City to the County.

8. Independent Contractor. Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The City shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

9. Indemnification. The City agrees to defend, indemnify and hold the County, its officers, elected officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the City, its officers, directors, employees, and/or agents relating to the City’s performance or failure to perform under this Agreement, and development, operation and maintenance of the Project. This section shall survive the expiration or termination of this Agreement.

10. Compliance with Laws, ARPA Rules. The City shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of this IGA, the Act, and ARPA Rules to the extent applicable, when using the ARPA Funds and designing, constructing, operating and maintaining the improved sewer line services for the Target Area as contemplated by this Agreement.

11. City Agreement Maintenance and Audit of Records. The City shall maintain all records, books, documents, and other materials relevant to its performance under this Agreement as required by the Act and ARPA Rules. These records shall be subject to inspection, review and audit by the County or its designee, the Georgia State Auditor's Office, the Treasury and as required by this IGA, the Act and the ARPA Rules for a period of five (5) years (or such longer period as may be required by the ARPA Rules), following the end of the term of this Agreement or the early termination thereof in accordance with Section 7 above. If it is determined that the City used any of the ARPA Funds for Ineligible Uses, the City agrees to promptly reimburse the County for such payments upon request.

12. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received upon personal delivery or three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner. For convenience the parties may provide notice by electronic transmission (email) so long as receipt of any such electronic transmission is acknowledged by the other party, said notice shall be deemed effectively delivered as of the date and time of the acknowledgment of receipt. Notices shall be delivered to the parties and at the addresses set out below:

Carroll County, Georgia  
ATTN: Michelle Morgan, Chairman  
P.O. Box 338  
Carrollton, Georgia 30112  
Email Address: [mmorgan@carrollcountyga.com](mailto:mmorgan@carrollcountyga.com)  
Copy to: [dlackey@carrollcountyga.com](mailto:dlackey@carrollcountyga.com)

City of Temple, Georgia  
ATTN: Bill Osborne, City Administrator  
240 Carrollton Street  
Temple, Georgia 30110  
Email Address: [wosborne@templega.us](mailto:wosborne@templega.us)

14. Improper Influence; Non-discrimination. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement. The City shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. section 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. section 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

15. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

16. Time. Time is of the essence in this Agreement.

17. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.
18. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
19. Governing Law: Venue. The Agreement will be governed in all respects by the laws of the State of Georgia, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Carroll County, Georgia.
20. Non-Waiver. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.
21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
22. Assignment. The City shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.
23. Entire Agreement. This Agreement constitutes the entire agreement between the County and the City for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.
24. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement and the Act.
25. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
26. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.
27. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

[The immediately following page is the signature page.]

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

CARROLL COUNTY, GEORGIA

CITY OF TEMPLE, GEORGIA

BY: \_\_\_\_\_

NAME: Michelle Morgan

TITLE: Chairman

BY: \_\_\_\_\_

NAME: Michael C. Johnson

TITLE: Mayor

ATTEST: \_\_\_\_\_

NAME: Donna Lackey

TITLE: County Clerk

ATTEST: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: City Clerk

(SEAL)

(SEAL)