

MEMORANDUM OF UNDERSTANDING
BETWEEN CARROLL COUNTY, GEORGIA AND
WEST GEORGIA REGIONAL LIBRARY SYSTEM
(One Time Capital Outlay Payment)

This Memorandum of Understanding is entered this ____ day of _____, 2022, by and between CARROLL COUNTY, GEORGIA (the "County"), and WEST GEORGIA REGIONAL LIBRARY SYSTEM ("WGRLS"), a regional library system within the framework of Georgia Public Library Service ("GPLS"), which is a unit of the University System of Georgia.

WHEREAS, WGRLS operates libraries located in Bowdon, Carrollton (Neva Lomason), Mount Zion, Temple, Villa Rica, and Whitesburg (the "Carroll County Library Facilities");

WHEREAS, the County is willing to provide funds for certain purposes upon the conditions set forth herein;

NOW, THEREFORE, the parties agree as follows:

1. The County shall provide a one time payment of SPLOST funds in the amount of \$34,780.00 to the WGRLS to be used solely for capital outlay purposes described on Exhibit "A" attached hereto, for the Carroll County Library Facilities. Said amount shall be paid by the County to WGRLS no later than June 30, 2022. The County shall be under no obligation to make any further payments to the WGRLS.

2. WGRLS shall provide to the County all audited annual financial statements, financial reports provided to its Trustees, the annual budget and all amendments as soon as they are available, along with such other financial information reasonably requested by the County.

3. The laws of the State of Georgia shall govern the interpretation and enforcement of this MOU. Any action, suit or proceeding related to or arising from this MOU shall be filed in the Carroll County Superior Court.

4. Any amendments to this MOU shall be in writing and executed by both parties.

5. This MOU is made and entered into for the sole benefit of the parties hereto. No other person or entity shall have any right of action based upon any provision of this MOU.

6. This MOU shall be deemed to have been prepared jointly and equally by both parties, and none of its terms shall be construed against any party on the grounds that the party prepared the MOU or caused it to be prepared.

7. The persons executing this MOU on behalf of each of the parties warrant and represent that they have the authority to execute this MOU on behalf of the party for whom they execute and have the authority to bind the party to the obligations hereunder.

8. Neither party shall assign or transfer any rights or obligations in this MOU without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set forth above.

CARROLL COUNTY, GEORGIA

By: _____
Michelle Morgan, Chairman
Board of Commissioners

Attest: _____
Deputy Clerk

[Signatures continue on immediately following page.]

[Signatures continued from previous page.]

**WEST GEORGIA REGIONAL LIBRARY
BOARD**

By: _____
Chairman

Attest: _____
Secretary

EXHIBIT "A"

Mt. Zion: Handicap Access Replacement - \$5,700.00

Villa Rica: Space Reconfiguration and Additional Shelving - \$6,900.00

Regional Office: Landscaping, Grading, and Handicap Access Path - \$7,500.00

Bowdon: Gutters and Paint - \$5,750.00

Temple: Renovations/Building Repairs - \$3,930.00

Carrollton City: Equipment - \$5,000.00

Total: \$34,780.00