

**MEMORANDUM OF UNDERSTANDING
BETWEEN CARROLL COUNTY, GEORGIA AND
WEST GEORGIA REGIONAL LIBRARY SYSTEM**

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

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 for the fiscal year beginning July 1, 2022 and ending on June 30, 2023 for the provision of library materials and professional services to the Carroll County Library Facilities;

WHEREAS, the Carroll County Board of Commissioners understands that library facilities located in differing geographical areas of the County may have varying hours and services depending on a variety of factors, including but are not limited to population density, local municipal support, staffing, unforeseen weather or pandemic circumstances, etc. or an event of force majeure; however, in an effort to ensure that County residents consistently have adequate access to library services and materials, WGRLS understands that by acceptance of County monies all Carroll County Library Facilities must maintain the minimum requirements to be considered a fully operational "Member or Branch Library" and may not drop to a lower classification of a "Library Service Outlet," as defined by the GPLS (See Section 29 at https://georgialibraries.org/trustee_files/appendix/GPLs%20Library%20Standards%202015%2005112015.pdf), except during an event of force majeure;

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. In exchange for WGRLS providing library materials, computers, software and professional services in order to operate the existing Carroll County Library Facilities consistent with past practices, the County shall pay WGRLS a total of \$250,000.00 for the fiscal year beginning July 1, 2022 and ending on June 30, 2023.

2. The total County support shall be \$250,000.00 for the fiscal year beginning July 1, 2022 and ending on June 30, 2023. These amounts shall be payable in two (2) equal installments upon execution of this MOU as follows: \$125,000.00 in December 2022; and \$125,000.00 in March 2023. WGRLS agrees to allocate said funds among the Carroll County Library Facilities as follows:

<u>Bowdon</u>	<u>Mount Zion</u>	<u>Neva Lomason</u>	<u>Temple</u>	<u>Villa Rica</u>	<u>Whitesburg</u>
\$23,861.66	\$14,812.77	\$113,696.88	\$27,095.19	\$52,211.47	\$18,322.03

3. 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.

4. WGRLS hereby agrees that all Carroll County Library Facilities must maintain the minimum requirements to be considered a fully operational "Member or Branch Library" and may not drop to a lower classification of a "Library Service Outlet," as defined by the GPLS, except during an event of force majeure. An "event of force majeure" shall mean an event which is caused by circumstances beyond WGRLS' control or which makes performance impracticable, including but not limited to a pandemic, fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, judicial action, acts of God, or other natural circumstances; but such term shall not include economic hardship, changes in market conditions, or insufficiency of funds on the part of WGRLS. WGRLS shall provide written notice to the County of the occurrence of a force majeure event and use reasonable efforts to mitigate the effects of an event of force majeure. In the event that a facility is closed or drops to a lower classification of a Library Service Outlet due to the reduction in funding by the City in which the facility is located, then the County shall no longer be obligated to provide the funds allocated for such facility as set forth in Section 2 above.

5. In no event shall the County be required to make any other payments to WGRLS or to increase its payments to the WGRLS to make up for any lack of funding from other sources.

6. The term of this Agreement shall expire on June 30, 2023.

7. 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.

8. Any amendments to this MOU shall be in writing and executed by both parties. 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. 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. 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. Neither party shall assign or transfer any rights or obligations in this MOU without the prior written consent of the other party.

[The immediately following page is the signature page.]

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: _____
Clerk

[Signatures continue on the following page.]

**WEST GEORGIA REGIONAL LIBRARY
BOARD**

By: _____
Chairman

Attest: _____
Secretary