

AGENDA
CARROLL COUNTY, GEORGIA
BOARD OF COMMISSIONERS MEETING
March 1, 2022 - 6:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF AGENDA

6. APPROVAL OF MINUTES

6.I. Work Session Minutes – January 27, 2022

6.II. Commission Meeting Minutes – February 1, 2022

6.III. Executive Session Minutes – February 1, 2022

7. PUBLIC COMMENTS

*Public comments are an opportunity for the public to address the Commission with any issues or concerns they may have. All remarks should be directed to the Chairman and not to individual commissioners, staff, or citizens in attendance. Members of the public shall not make inappropriate or offensive comments. Any individual who violates the rules of decorum may be removed from the meeting. At this time the Board will not comment nor will the Board take any action on the comments..... **speakers are limited to 3 minutes.***

8. CONSENT AGENDA

Items under this action were discussed at the public Work Session on Thursday, February 24, 2022 (now available for view on www.carrollcountyga.com) and will be presented for consideration as a single item. Only one vote will be taken.

8.I. Pathway Renovations ARPA Grant Agreement

Consideration of ARPA Subrecipient Grant Agreement with Pathways Center Community Service Board d/b/a Pathways Center for Behavioral and Developmental Growth to grant up to \$225,000.00 for Pathways to renovate the facility located at 153 Independence Drive, Carrollton, Georgia, in order to respond to the public health emergency and the negative impact of the COVID-19 pandemic, and authorize the Chairman to execute the Agreement and take all other actions to implement the terms of the Agreement

-Jade Benefield, Pathways Center CEO

-Stacey Blackmon, County Attorney

Documents:

[SUBRECIPIENT GRANT AGREEMENT FOR PATHWAYS RENOVATIONS
ARPA FUNDS - CARROLL COUNTY.PDF](#)

8.II. Mobile Crisis Unit ARPA Grant Agreement

Consideration of ARPA Subrecipient Grant Intergovernmental Agreement with the City

of Carrollton to grant up to \$75,000.00 for the City to purchase, own, operate and maintain a vehicle and ancillary equipment to be used solely for the Carroll County Crisis Response Team, which uses a co-responder model when responding to 911 dispatched emergency calls in which there is an identified or suspected behavioral health or psychiatric concern, in response to the public health emergency and the negative impact of the pandemic, and authorize the Chairman to execute the Agreement and take all other actions to implement the terms of the Agreement

-Jodie Carroll Goodman, Director, Carroll County Mental Health Advocates
-Stacey Blackmon, County Attorney

Documents:

[SUBRECIPIENT GRANT AGREEMENT WITH CARROLLTON RE MOBILE CRISIS UNIT MENTAL HEALTH ARPA FUNDS - CARROL.PDF](#)

8.III. Film Location Agreement

Consideration of a Film Location Agreement in connection with filming at Moore's Bridge Park

-Ben Skipper, Carroll County Parks Director
-Stacey Blackmon, County Attorney

Documents:

[FILM LOCATION AGREEMENT - MOORE_S BRIDGE PARK.PDF](#)

8.IV. Coweta Judicial Circuit Salary Supplement Ordinance

Consideration of Resolution Regarding the Coweta Judicial Circuit Salary Supplement for Superior Court Judges

-Will Simmons, District Court Administrator, Sixth Judicial Administrative District

Documents:

[RESOLUTION _ SUPPLEMENTAL SALARY FOR COWETA CIRCUIT JUDGES.PDF](#)
[CARROLL COUNTY NOTICE OF INTENTION TO INTRODUCE LOCAL LEGISLATION_JUDGE_S SALARY \(2\).PDF](#)

9. ADJOURNMENT

Persons with special needs relating to handicapped accessibility, disability, or foreign language shall contact the County Clerk at (770) 830-5800 at least five days prior to the meeting. This person can be located at the Commission Office, Historic Court House at 323 Newnan Street, Room 200, Carrollton, Georgia between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

ARPA SUBRECIPIENT GRANT AGREEMENT
WITH PATHWAYS CENTER COMMUNITY SERVICE BOARD

This ARPA Subrecipient Grant Agreement (“**Agreement**”) is dated as of the ____ day of _____, 2022, by and between **CARROLL COUNTY, GEORGIA, acting by and through its Board of Commissioners** (the “**County**”), and **PATHWAYS CENTER COMMUNITY SERVICE BOARD d/b/a PATHWAYS CENTER FOR BEHAVIORAL AND DEVELOPMENTAL GROWTH** (“**Pathways**”).

WHEREAS, Pathways currently leases from the County a facility located at 153 Independence Drive, Carrollton, Georgia (the “**Facility**”) pursuant to a Rental Agreement, dated July1, 1999 (as renewed and amended, the “**Lease**”) in order to provide quality mental health, substance abuse, and intellectual and developmental disability services to children and adults residing within Carroll County;

WHEREAS, the County and Pathways have determined that there is a need to respond to the public health emergency and the negative impact of the COVID-19 pandemic by making the renovations to the Facility described on the attached Exhibit “A” (the “**Project**”), and the County is willing to grant up to **\$225,000.00** for Pathways to make such leasehold improvements to the Facility;

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**”);

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 and Final Rule which include, *inter alia*, making necessary expenditures to address the negative impact of the pandemic on mental health (“**Eligible Uses**”);

WHEREAS, the Treasury’s Final Rule provides that ARPA Funds may be used to behavioral health facilities and equipment and for installation and improvement of ventilation systems;

WHEREAS, since the onset of the COVID-19 pandemic in March 2020, the need for mental health and substance abuse services has increased, and more people are reporting symptoms of anxiety and depression as well as the use of illegal substances; for example, the mental health and substance abuse services to children and adults provided by Pathways during the month of July 2020 at the Facility was 1,375, as compare to 2,114 services during the month of December 2021, which is an increase of 53%;

WHEREAS, the Facility is one of Pathways' highest volume clinics in terms of the number of patients visiting Monday through Friday, with an average of eighty (80) to one hundred (100) patients/clients coming in and out of the Facility per day, in addition the twenty-five (25) to thirty (30) employees, interns, and/or contractors providing care at the Facility;

WHEREAS, due to the high volume of people in and out of this Facility, it will be beneficial to remove walls and expand the patient waiting room, along with creating a larger group therapy room to help ensure that Pathways can accommodate a minimum of six (6) feet between people in compliance with the COVID-19 CDC guidelines to mitigate the risk of exposure to and spread of COVID-19;

WHEREAS, it will be beneficial to replace the existing flooring, which is primarily carpet installed prior to 2000 and difficult to clean and sanitize in accordance with CDC guidelines;

WHEREAS, it will be beneficial to renovate the bathrooms, breakrooms, and kitchen areas to replace the flooring, cabinets, and appliances with newer products and surfaces that are easier to clean, sanitize, and disinfect in order to comply with the COVID-19 cleaning guidelines as recommended by the CDC;

WHEREAS, it will be beneficial to improve the ventilation systems in the Facility;

WHEREAS, it will be beneficial to provide a welcoming, clean, open, and well-lit facility to help ease anxieties for new and existing patients going through challenging and difficult life experiences during the pandemic;

WHEREAS, it will be beneficial to create shaded areas outside the Facility so that clinicians will be able to host group therapy sessions and activities outdoors in a more comfortable and COVID-19 compliant setting;

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;

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 Use of ARPA Funds. The County agrees to provide Pathways, under the terms of this Agreement, a sum up to **\$225,000.00** to be used solely for the Project. The leasehold improvements installed for this Project will become part of the Facility and shall be owned by the County, and may not be removed by Pathways. The work for the Project shall be performed in a good and workmanlike manner in compliance with all laws using only new materials. All contractors and subcontractors shall provide certificates of liability insurance for coverage not less than \$1,000,000 naming the County as an additional insured prior to entry at the

Facility. The funds shall be paid in accordance with Section 5 below, provided the request for payment is received no later than December 31, 2024, and complies with eligibility criteria of the Act and ARPA Rules.

3. Pathways' Use of ARPA Funds. Pathways 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.

4. 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 (g) legal settlements ("**Ineligible Uses**"). Pathways shall not use any portion of the ARPA Funds received from the County for Ineligible Uses.

5. Delivery of ARPA Funds and Reporting Requirements. Pathways agrees to accept and account for all ARPA Funds received by it in compliance with this Agreement, the Act and the ARPA Rules. Pathways 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 Pathways and the County's compliance with reporting requirements for usage of ARPA Funds under this Agreement, Pathways may submit to the County a request for reimbursement for payments for the portion of the work completed for the Project. The County or its agent shall have the right to inspect the work to determine compliance with the terms of this Agreement. Said request for payment shall include invoices and other documentation detailing the amounts to be disbursed by Pathways based on Eligible Uses received, approved by Pathways with an attestation by an officer of Pathways that such payments are eligible in accordance with the eligibility requirements outlined in the ARPA Rules and this Agreement. The County shall then distribute the approved ARPA Funds to Pathways to reimburse Pathways for expenses of the Project approved by the County subject to availability of funds ("**Reimbursement Request Funds**"). The County may require additional documents from Pathways in order to comply with the Act and ARPA Rules.

6. Termination. In the event the County makes a determination that Pathways 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 Pathways 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 Pathways, at which time, any unused portions of the ARPA Funds shall be reimbursed by Pathways to the County.

7. 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. Pathways 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.

8. Indemnification. Pathways 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 Pathways, its officers, directors, employees, and/or agents relating to Pathways' performance or failure to perform under this Agreement, and ownership and operation of the Project. This section shall survive the expiration or termination of this Agreement.

9. Compliance with Laws, ARPA Rules. Pathways shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of this Agreement, the Act, and ARPA Rules to the extent applicable, when using the ARPA Funds.

10. Maintenance and Audit of Records. Pathways 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 Agreement, 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 6 above. If it is determined that Pathways used any of the ARPA Funds for Ineligible Uses, Pathways agrees to promptly reimburse the County for such payments upon request.

11. 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@carrollcountygga.com

Pathways Center
Attn: Stephanie Ellis, Chief Administrative Officer
52 Perry Street
Newnan, Georgia 30263

Email address: sellis@pathwayscsb.org

13. 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. Pathways 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. § 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. § 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 Agreement.

14. 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.

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

16. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

17. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.

18. 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.

19. 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.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. Assignment. Pathways shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.

22. Entire Agreement. This Agreement constitutes the entire Agreement between the County and Pathways 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.

23. 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.

24. 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.

25. 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.

26. 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

By: _____
Michelle Morgan, Chairman
Board of Commissioners

(SEAL)

PATHWAYS CENTER COMMUNITY
SERVICE BOARD d/b/a Pathways Center
for Behavioral and Development Growth

By: _____ (Seal)
Jade Benefield
Chief Executive Officer (CEO)

EXHIBIT "A"

PROJECT

- Open up lobby area by removing offices identified on attached floor plan
- Remove property out of large space behind front office area and cut in window for a new group room area identified on attached floor plan
- New flooring throughout building (offices, restrooms, breakrooms, hallways, kitchen area, etc.)
- New cabinets and appliances in break room areas
- New fixtures and finishes in bathroom areas
- New paint after installation of the above improvements
- Installation and improvement of ventilation system
- If funds are available after providing the above improvements, the purchase and installation of shade structures for two fenced areas behind buildings

ARPA SUBRECIPIENT GRANT INTERGOVERNMENTAL AGREEMENT
WITH CITY OF CARROLLTON, GEORGIA

This ARPA Subrecipient Grant Intergovernmental Agreement (“**Agreement**”) is dated as of the ____ day of _____, 2022, by and between **CARROLL COUNTY, GEORGIA**, a political subdivision of the State of Georgia (the “**County**”), and the **MAYOR AND CITY COUNCIL OF THE CITY OF CARROLLTON, GEORGIA**, a municipality and political subdivision of the State of Georgia (“**City**”).

WHEREAS, the City and the County, along with other local government and community organizations cooperate in the operation of an integrated mobile crisis response unit identified as Carroll County Crisis Response Team (hereinafter “**CCCRT**”), whose primary function is to utilize a co-responder model when responding to 911 dispatched emergency calls in which there is an identified or suspected behavioral health or psychiatric concern (the “**Program**”);

WHEREAS, the goals of the CCCRT Program include the following:

- A. Increase access to community mental health services;
- B. Provide on-site mental health assessment and de-escalation support for citizens during mental health crisis through 911 dispatch response services;
- C. Provide referral and follow up services for individuals and families during and after a mental health crisis involving 911 dispatch calls;
- D. Facilitate mental health training and support services for law enforcement and first responders; and
- E. Expand the operations of the Program to cover twenty-four hour, seven days a week shifts;
- F. Expand the coverage of the Program;

WHEREAS, the County and the City have determined that there is a need to respond to the public health emergency and the negative impact of the pandemic by providing an additional mobile crisis unit for the Program, and the County is willing to grant up to \$75,000.00 for the City to purchase, own, operate and maintain a vehicle and ancillary equipment (the “**Vehicle**”) to be used solely for the Program;

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 and Final Rule which include, *inter alia*, making necessary expenditures to address the negative impact of the pandemic on mental health (“**Eligible Uses**”); and

WHEREAS, the Treasury’s Final Rule provides that ARPA Funds may be used to purchase and improve behavioral health facilities and equipment and to provide services for mental health co-responder programs to divert individuals experiencing mental illness from the criminal justice system, and provides examples of communities using ARPA Funds to invest in “community responder” models designed to provide clinical help and to divert non-violent calls away from the police departments and to expand access to mental health services;

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, 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 Use of ARPA Funds. The County agrees to provide the City, under the terms of this Agreement, a sum up to **\$75,000.00** to be used solely for purchase of the Vehicle to be used in the Program. The funds shall be paid in accordance with Section 5 below, provided the request for payment is received no later than December 31, 2024, and complies with eligibility criteria of the Act and ARPA Rules. The City shall ensure the Vehicle is used solely for the purpose of the Program. The City shall be responsible for all expenses related to the ownership and maintenance of the Vehicle and shall maintain customary insurance on the Vehicle.
3. 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 Program to the benefit of the citizens of Carroll County, Georgia, and in compliance with all requirements of the Act and ARPA Rules.
4. 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.

5. 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 a request for payment of the expense of the Vehicle. Said request for payment shall include invoices and other documentation detailing the amounts to be disbursed by the City based on Eligible Uses received, 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 the approved ARPA Funds to the City to fund the expense of the Vehicle 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.

6. 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.

7. 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.

8. Indemnification. To the extent authorized by the Georgia General Assembly, and to the extent permitted by Article IX, Section II, Paragraph IX of the Constitution of the State of Georgia, 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 ownership and operation of the Vehicle. This section shall survive the expiration or termination of this Agreement.

9. 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.

10. 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 6 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.

11. 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
Copy to: dlackey@carrollcountyga.com

City of Carrollton, Georgia
Attn: David Brooks, City Manager
315 Bradley Street
Carrollton, Georgia 30117
Email Address: dbrooks@carrollton-ga.gov

13. 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.

14. 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.

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

16. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

17. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.

18. 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.

19. 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.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 CARROLLTON, GEORGIA

BY: _____

NAME: Michelle Morgan

TITLE: Chairman

BY: _____

NAME: Betty Cason

TITLE: Mayor

(SEAL)

(SEAL)

FILM LOCATION AGREEMENT

This Agreement (“Agreement”) is entered into as of _____, 2022, by CARROLL COUNTY, GEORGIA (“Licensor” or “County”) and KIKI TREE PICTURES INC., a Georgia corporation (“Producer”) in connection with a motion picture production to be filmed by Producer (the “Picture”).

In consideration of the terms set forth herein, the sufficiency and payment of which is hereby acknowledged, the parties agree as follows:

1. **Rights Granted:** Licensor hereby grants to Producer, its employees, agents, contractors and suppliers, and such other parties as it may authorize or designate, (collectively referred in this Agreement as “Producer”), the right to enter and use the county owned facilities known as the portion of **Moore’s Bridge Park closed to the public, 618 Old Newnan Road, Whitesburg, GA 30185** (the “Property”) located in unincorporated Carroll County, Georgia in connection with the Picture for the purposes of preparation, filming/photographing and/or recording, and wrap in connection with the making of the Picture.

1A. **Recording Rights:** Notwithstanding anything to the contrary set forth in the Agreement, the following shall apply: All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made hereunder in connection with use of the Property by Producer shall be and remain the sole and exclusive property of Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures as Producer shall elect, and in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Neither Licensor nor any other party now or hereafter claiming an interest in the Property and/or interest through Licensor shall have any right of action against Producer or any other party arising from or based upon any use or exploitation of said photography and/or said sound recordings. Licensor irrevocably grants to Producer and Producer’s successors and assigns the right, in perpetuity, throughout the universe, to duplicate and re-create all or a portion of the Property, to alter such duplicates and re-creations, and to use such duplicates and re-creations in any media and/or manner now known or hereafter devised in connection with the motion picture, including without limitation sequels thereto, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing. This Paragraph shall survive any termination of this Agreement.

2. **Term:** Use of the Property is permitted from the following dates and times for preparation, filming and clean-up work (the “Term”):

PRODUCTION DATES/TIMES:

Filming 5/19/22 – 6/2/22 Time: 7AM -12 Midnight

Set-Up Begins on: /22 Time: 7AM - 7PM

Set-Up Completed on: 5/18/22 Time: 7AM - 7PM

Teardown Completed: 6/24/22 Time: 7AM - 7PM

3. Use and Repair:

(a) Subject to the terms of the subparagraphs set forth below, Producer agrees to leave the Property in as good order as when received by Producer, reasonable wear and tear excepted. Producer shall repair any actual damages to the Property caused by Producer's use thereof, unless caused by or to the extent that Licensor contributes to such damages. In connection therewith, Licensor shall submit a written list notifying Producer of all claimed damages within ten (10) business days following Producer's vacating the Property and Licensor shall permit Producer to inspect the alleged damages. In the event that any actual and verifiable damages to the Property were caused by Producer's use thereof, Producer agrees to repair same. The County agrees to execute a location restoration release in Producer's favor upon Producer's reasonable request following restoration of the Property.

(b) The total number of Licensor personnel on site shall not exceed: **150**.

(c) The production equipment/vehicles used (including type and weight) shall be limited to: **shuttle vans, stake beds, base camp trailers / working trucks (type and weight to be approved by the County) and any other vehicles to be approved by the County.**

(d) Changes to County owned Buildings, Grounds or Vegetation shall be limited to the following: **Temporary improvements and changes described on attached plans to the old Moore house, vegetation (tall grasses) to be mowed (and permitted to regrow naturally), crop to be planted in the lower flood plain, gravel & crushed gravel on dirt roadsto make them more sturdy, create a 200' x 200' crushed gravel parking lot in the mulch dumping area of the large grassy hilltop, additional electric pole to be installed in the same area, temporary restoration of power inside the house without modifying outlets. Such work shall be performed as shown on the attached plans and drawings on Exhibit "A" (the "Plans"). Any changes not shown on the attached Plans or otherwise provided for herein must be approved by the County.**

(e) The County agrees to make the changes to the Property as set forth in Exhibit "B" hereto (each, a "County Project") prior to May 19, 2022 at Producer's expense, which the County has indicated shall remain on the Property after the completion of Producer's use thereof. The County shall be responsible for the work (including engaging the necessary contractor(s) therefor) associated with each County Project and Producer shall reimburse the County the amounts set forth in Exhibit "B" within ten (10) days after the timely completion of each such County Project by the County. Upon Producer's reimbursement of the amounts set forth in Exhibit "B", Producer shall have no liability whatsoever with respect to the County Projects, and the

County shall assume any and all risks and liabilities in any way associated with said County Projects.

(f) The County has requested that Producer leave certain changes to the Property “as-is” upon Producer’s completion of the work hereunder, as follows: (i) Painting the exterior of the old Moore house white and (ii) Removing the existing windows and doors and installing custom wooden windows and doors consistent with the original period of the old Moore house. As a condition precedent to Producer agreeing to leave said changes “as-is”, the County shall first execute the agreement in the form attached hereto as Exhibit “C” upon Producer’s completion of the work hereunder. Producer shall have no further liability whatsoever with respect thereto, and the County shall assume any and all further risks and liabilities in any way associated therewith.

4. The Parties’ Agreements, Representations and Warranties:

(a) Producer shall use reasonable care to prevent damage to the Property and agrees to release, acquit, and forever discharge, defend and indemnify Licensor, its employees, agents and assigns, from any and all liability whatsoever now accrued or hereafter to accrue on account of any and all claims or causes of action, of any kind, including, without limitation, for personal injuries, death, damage to property, loss of services, medical expenses, contribution, indemnification, worker’s compensation, losses or damages of any and every kind or nature whatsoever arising directly from Producer’s presence on or use of the Property, except to the extent any claims or causes of action arise from the gross negligence or willful misconduct of Licensor, its employees, agents or contractors and/or due to latent or patent defect and/or except as expressly set forth herein. Producer warrants that the undersigned is authorized to enter into this Agreement and bind the Producer.

(b) Company represents and warrants that: (i) it has the full right, power, and authority to enter into this agreement; and (ii) the Picture description as described herein is accurate; (iii) the Picture is not and shall not defame or be derogatory to the Property, the County and the County’s employees, commissioners, or agents (it being acknowledged and agreed that use of Property as set forth in the Film Permit Application and the depiction of the Property as a fictional place existing in the early-to-mid 1900s is in accordance with this subparagraph (iii) and is not defamatory nor derogatory); and (iv) the Picture does not suggest or imply County’s sponsorship or endorsement of or by, or association with, any third party, product, or service. County represents and warrants that it has the full right, power, and authority to enter into this agreement and to grant the rights herein granted. The County shall be fully responsible for any breach of its representations, warranties, and agreements hereunder and/or the County’s gross negligence or willful misconduct.

5. Insurance. Producer hereby agrees to provide and maintain the following insurance coverage:

(a) Commercial General Liability Insurance: Combined single limits including bodily injury and property damage with limits of \$1,000,000 for each occurrence, personal and advertising injury with a limit of \$1,000,000 per occurrence and \$2,000,000 general and products/completed operations aggregates.

(b) Auto Liability: including owner, hired, and non-owned vehicles with Combined

single
limits including bodily injury and property damage of \$1,000,000 for each occurrence.
(c) Worker's Compensation: As required by law.

All of the above policies must be occurrence based. Carroll County shall be named as an additional insured on all liability policies. The policies shall contain provisions that the coverage

provided by said policies shall be primary to any insurance maintained by Carroll County, except for claims caused by the negligence or willful misconduct of Carroll County. Said insurance shall in fact be primary to any insurance maintained by Carroll County, except for claims caused by the negligence or willful misconduct of Carroll County. Said insurance shall also include products-completed operations coverage.

6. Applicable Law: This Agreement shall be construed, controlled, and enforced in accordance with the laws of the state of Georgia. Any and all disputes arising out of or in any way related to this Agreement shall be submitted to the State or Superior Court of Carroll County and the parties expressly consent to venue and jurisdiction therein.

7. Breach: Licensor acknowledges that, in the event of a breach of this Agreement by Producer or any third party, Licensor shall not have the right to enjoin the production, exhibition or other exploitation of the Picture or any other television program, motion picture or other production, or any subsidiary or allied rights with respect thereto. Without limiting the foregoing, in the event of Producer's material breach of the terms of this Agreement (for which Producer fails to promptly cure in full to Licensor's reasonable satisfaction), Licensor shall be entitled to seek injunctive or other equitable relief solely for the purposes of terminating Producer's activities on the Property or removing Producer from the same.

[Remainder of Page Intentionally Left Blank]

I have read and understand the County's Permit Requirements which are made a part of this agreement and incorporated herein by reference, and agree to abide by the same. I affirm that I represent the aforementioned organization or event and further affirm that the organization or event representative agrees to indemnify, defend, and hold Carroll County harmless in any claims or actions brought as a result of the organization's or event representative's use of the facility (facilities).

This Agreement shall be effective as of the date first written above and may not be altered except by a written instrument signed by both parties.

Executed this ____ day of _____, 2022, by the undersigned.

(Producer)
KIKI TREE PICTURES INC.

(Licensor)
CARROLL COUNTY BOARD OF
COMMISSIONERS

By: _____
Name:
Title:

Chairman

Approved:
Carroll County Parks Department

Name:
Title:

Terms confirmed by:

John Latenser, Supervising Location Manager

EXHIBIT A
PLANS AND DRAWINGS

EXHIBIT B

WORK TO BE PERFORMED BY THE COUNTY AT PRODUCER'S EXPENSE (subject to the terms of the Agreement to which this Exhibit B is attached)

Project 1

200ft x 200ft x 6 inches GAB – Gravel parking lot
Grading of site (removal of all topsoil/mulch grindings, etc)
10ft x 600ft Gravel Ingress/Egress access road to parking lot
Install and compact gravel base
\$72,500

Project 2

Loop Gravel Road in front of White House
Grading of site (removal of all topsoil/mulch grindings, etc)
Install and compact gravel base
\$52,500

Project 3

Loop Road to bottoms
Provide gravel road and turnaround near Oak Tree
\$22,000
Provide gravel turnaround 50ft x 50 ft at Yellow House
\$3,000

Project 4

Restoring the roof at the old Moore house after Producer removes the temporary roof (to be installed by Producer over the existing roof for Producer's filming) after completion of Producer's use of the Property
\$26,000

Project 5

Installation of an electric pole
\$1,663.00

Project 6

Installing new porch steps at the old Moore house after completion of Producer's use of the Property, to replace the failing porch steps that Producer will have removed
\$19,500

EXHIBIT C

RELEASE OF LIABILITY

(attached hereto)

_____, 2022

CARROLL COUNTY BOARD OF COMMISSIONERS
Carroll County, Georgia

Re: Release of Liability

Dear Sir or Madam,

I write this letter agreement in connection with our use of your Property for the filming of a motion picture production under the terms of a signed film location agreement dated _____, 2022. As part of our filming, and with your prior consent, we built, installed, and/or uninstalled (as applicable) the following modifications to the Property (collectively, the “Modifications”):

As you know, the Modifications were made and/or installed (as applicable) with only very limited, short term use in mind. Specifically, they were intended only to function as part of a film set for the days we were filming on your Property, and were further intended only for use by our cast and crew. Our standard practice is that such Modifications shall be removed and, if applicable, put into storage by us after we are finished using them. In this case, however, you have requested that we allow you to keep the Modifications in “as is” condition at no cost to you. We have agreed to accommodate your request on the terms and conditions, and based on the understandings, set forth herein.

You are aware that we make no representations or warranties as to the safety or fitness of the Modifications for any use whatsoever. Because we have agreed to accommodate your request to leave the Modifications with you after we finish our filming on the Property, you have agreed that we will not have any liability or risks associated in any way with the Modifications, and you have agreed to release us from any and all liability, and to assume any and all risks associated with or related in any way to the Modifications, regardless of nature or cause. For all purposes the Modifications shall be deemed to have built, installed, and/or uninstalled (as applicable) by you.

You further agree that, in the event you are required at any time to remove the Modifications from your Property, or to make improvements to the Modifications, by any governmental or regulatory agency, or community or neighborhood board, or otherwise, you shall do so at your sole expense, and any further storage, destruction or other action relating to the Modifications shall be your sole responsibility.

You acknowledge and agree that we have no further obligation to you in connection with the Modifications whatsoever.

Very Truly Yours,

KIKI TREE PICTURES INC.

By: _____
Its:

Please Indicate Your Agreement with
And Acceptance of the Foregoing
By Signing Below:

CARROLL COUNTY BOARD OF COMMISSIONERS

By: _____
Its:

Date: _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CARROLL COUNTY,
GEORGIA REGARDING THE CIRCUIT-WIDE SALARY SUPPLEMENT FOR SUPERIOR
COURT JUDGES IN THE COWETA JUDICIAL CIRCUIT

W I T N E S S E T H:

WHEREAS, Carroll County, Georgia, is one of five (5) counties which comprise the Coweta Judicial Circuit; and

WHEREAS, the Coweta Judicial Circuit consists of seven (7) Superior Court judges within the counties of Carroll, Coweta, Heard, Meriwether, and Troup; and

WHEREAS, pursuant to an Act passed by the Georgia General Assembly and signed into law on May 6, 2009 (Ga. L. 2009, p. 3732) the counties of Carroll, Coweta, Heard, Meriwether, and Troup are required to supplement the salary of each judge of the Superior Courts of the Coweta Judicial Circuit; and

WHEREAS, based on the 2020 Superior Court Caseload Report developed by the Judicial Council of Georgia's Administrative Office of the Courts, Office of Research and Data Analytics, the caseload statistics for the Coweta Judicial Circuit for the percentage of cases within each county comprising the Circuit has changed since 2009 and is most recently allocated as follows: Carroll - 36%, Coweta - 34%, Heard - 4%, Meriwether - 7%, Troup - 19%; and

WHEREAS, the Boards of Commissioners for the counties of Troup, Meriwether, and Coweta have already voted to approve and have signed Resolutions resolving to support local legislation in the Georgia General Assembly to change the supplemental salaries for the judges of the Superior Courts of the Coweta Judicial Circuit and to provide for the apportionment of such supplement among the counties in the Circuit on or about December 21, 2021; January 25, 2022; and February 8, 2022, respectively;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Carroll County resolve to support local legislation in the Georgia General Assembly to change the supplemental salaries for the judges of the Coweta Judicial Circuit and to provide for the apportionment of such supplement among the counties in the Circuit with the portion of such supplement paid by Carroll County, Georgia, not to exceed Eighteen Thousand Dollars (\$18,000.00) annually or 36% of the supplement per judge.

RESOLVED, this 1st day of March, 2022.

Michelle Morgan, Chairman of
Board of Commissioners of Carroll County

Attest: _____
_____, Clerk

NOTICE OF INTENTION TO INTRODUCE LOCAL LEGISLATION

Notice is given that there will be introduced at the regular 2022 session of the General Assembly of Georgia a bill to amend an Act requiring the counties of Carroll, Coweta, Heard, Meriwether, and Troup to supplement the salary of each judge of the Superior Courts of the Coweta Judicial Circuit and to provide for the apportionment of such supplement among the counties in the Circuit, approved on May 6, 2009 (Ga. L. 2009, p. 3732); and for other purposes.