**INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT, (this “Agreement”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, by and among COWETA COUNTY, GEORGIA (the “County”), the CITY OF NEWNAN, GEORGIA (“Newnan”), the CITY OF GRANTVILLE, GEORGIA (“Grantville”), the CITY OF SENOIA, GEORGIA (“Senoia”), the CITY OF PALMETTO, GEORGIA (“Palmetto”), the TOWN OF MORELAND, GEORGIA (“Moreland”), the TOWN OF SHARPSBURG, GEORGIA (“Sharpsburg”), the TOWN OF TURIN, GEORGIA (“Turin”) and the CITY OF HARALSON, GEORGIA (“Haralson” and together with Newnan, Grantville, Senoia, Palmetto, Moreland, Sharpsburg and Turin, the “Cities”), the Sheriff of Coweta County, Georgia, the District Attorney of the Coweta Judicial Circuit, and the Solicitor General of Coweta County (together the “Elected Officials”) and the Board of Education of Coweta County, Georgia, (“the Board”), all collectively (the “Parties”).

W I T N E S S E T H:

WHEREAS, Article IX, Section III, Paragraph I (a) of the Georgia Constitution (the “Intergovernmental Contracts Clause”) authorizes, among other things, any county, municipality or other political subdivision of the State 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 provision 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 to provide; and

WHEREAS, there have been public concerns and requests for the governmental agencies in Coweta County to collaborate and collectively hire an independent third-party facilitator or firm specializing in such activities to facilitate a series of community forums about race, equity, inclusion, and justice in our community and provide for public input on practices, policies and procedures for/of the Parties; and

WHEREAS, it is anticipated that this process will promote reconciliation, equity, inclusion, and social change where such issues impair the community relations, undermine fairness and honor, and complicate civic affairs given the challenges facing the community and the respective agencies; and

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties DO HEREBY AGREE, as follows:

**ARTICLE 1.**

**EFFECTIVE DATE, TERM AND TERMINATION**

This Agreement shall become effective upon its execution by the duly authorized representatives of all named parties and shall continue in effect until the scope of services set out in Article 3 have been completed; provided, however, the term hereof shall not exceed fifty (50) years from its effective date.

Any Party may terminate this Agreement without cause with a sixty (60) days written notice.

[If a](https://www.lawinsider.com/clause/termination-costs) Party elects to terminate this Agreement as provided herein, each Party shall pay all costs incurred, as of the date of the other Party’s receipt of such notice of termination, in accordance with Article 3 Cost Sharing. In the event of termination by a Party, the Parties shall use commercially reasonable efforts to mitigate the costs, damages, and charges arising as a consequence of termination.

**ARTICLE 2.**

**REPRESENTATIONS**

Each of the Cities and Towns, the County, Elected Officials, and the Board makes the following representations with respect to itself as the basis for the undertakings on its part herein contained:

The Cities and Towns are municipal corporations duly created and organized under the Constitution and laws of the State of Georgia. Under the Constitution and laws of the State, the Cities and Towns are authorized to execute, deliver, and perform their respective obligations under this Agreement. The Cities and Towns have duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the Cities and Towns, for which their full faith and credit is pledged, and was authorized and approved at a public meeting pursuant to the Open Meetings Act, O.C.G.§50-14-1 et seq.

The County is a political subdivision duly created and organized under the Constitution and laws of the State of Georgia. Under the Constitution and laws of the State, the County is authorized to execute, deliver, and perform its obligations under this Agreement. The County has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding, and enforceable obligation of the County, for which its full faith and credit is pledged, and was authorized and approved at a public meeting pursuant to the Open meetings Act, O.C.G.A § 50-14-1 et seq.

The Elected Officials make the following representations as the basis for the undertakings on their part herein contained:

By the virtue of their position as a duly elected constitutional officer or official of the State of Georgia they are authorized to execute, deliver and perform its obligations under this Agreement.

The Board of Education is a political subdivision duly created and organized under the Constitution and laws of the State of Georgia. Under the Constitution and laws of the State, the Board is authorized to execute, deliver, and perform its obligations under this Agreement. The Board has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding, and enforceable obligation of the Board and was authorized and approved at a public meeting pursuant to the Open Meetings Act, O.C.G.A § 50-14-1 et seq.

**ARTICLE 3.**

**PROJECT GENERAL SCOPE OF SERVICES**

The County, the Cities and Towns, the Elected Officials and the Board agree, as follows:

The Parties designate the City of Newnan as the entity which will solicit proposals from individuals or firms with a strong history of facilitating community forums, experience in capturing the community and agency concerns, experience in creating a plan of action based on those conversations, and a track record of performance to implement that plan, determine which proposals shall be considered by the Parties and upon the consent from majority of the Parties, one or more such individual(s) or firm(s) to be selected and contracted with the City of Newnan.

It is anticipated that the selected individual(s) and/or firm(s) shall, at a minimum, (1) schedule a kick-off meeting with the Parties, (2) provide for a series of public forums to be held in facilities providing maximum participation in accordance with all COVID-19 considerations at such locations providing easy access to members of the community to enable members of the community the opportunity to fully participate in furthering community building and trust building, (3) compiling the comments and data received and preparing such reports and recommendations deemed appropriate, (4) presenting such reports and recommendations to the participating Parties for consideration and implementation, as deemed appropriate by the participating Parties.

Specifically, to include:

1. Kick-off meeting with the Parties

2. Conduct town hall forums

a. Two (2) inside incorporated limits of City of Newnan

b. Four (4) in unincorporated Coweta County or inside incorporated limits of other Cities in Coweta County.

3. Develop other platforms for community input

a. Surveys

b. Use of technology

c. Small focus groups

4. Identify major themes and develop summary report; data driven if appropriate

5. Prepare and deliver executive summary, recommendations, and identification

of community partners

**ARTICLE 4.**

**COST SHARING**

The County, the Cities, the Elected Officials and the Board agree, as follows:

The cost of the Services set out in Article 3 shall be shared as follows:

1. City of Newnan 35%

2. Coweta County 25%

3. Board of Education 25%

4. City of Grantville 5%

5. City of Senoia 5%

6. City of Palmetto 5%

7. Town of Moreland 0%

8. Town of Sharpsburg 0%

9. Town of Turin 0%

10. City of Haralson 0%

11. Sheriff 0%

12. District Attorney 0%

13. Solicitor General 0%

**ARTICLE 5.**

**NOTICES**

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

(a) Coweta County Board of Commissioners

22 East Broad Street

Newnan, Georgia 30263

Attention: County Administrator

1. City of Newnan

Post Office Box 1193

Newnan, Georgia 30264

Attention: City Manager

(c) City of Grantville

Post Office Box 160

Grantville, Georgia 30220

Attention: City Manager

(d) City of Senoia

Post Office Box 310

Senoia, Georgia 30276

Attention: City Manager

(e) City of Palmetto

Post Office Box 190

Palmetto, Georgia 30268

Attention: City Manager

(f) Town of Moreland

Post Office Box 158

Moreland, Georgia 30259

Attention: Town Clerk

(g) Town of Sharpsburg

Post Office Box 397

Sharpsburg, Georgia 30277

Attention: Mayor

(h) Town of Turin

Post Office Box 86

Turin, Georgia 30289

Attention: Town Clerk

(i) City of Haralson

Post Office Box 155

Haralson, Georgia 30229

Attention: Mayor

(j) Sheriff of Coweta County, Georgia

560 Greison Trail

Newnan, Georgia 30263

Attention: Sheriff

(k) District Attorney’s Office, Coweta Judicial Circuit

Post Office Box 2564

Newnan, Georgia 30264

Attention: District Attorney

(l) Solicitor General, Coweta County

72 Greenville Street

Newnan, Georgia 30263

Attention: Solicitor General

(m) Board of Education of Coweta County, Georgia

237 Jackson Street

Newnan, Georgia 30263

Attention: Superintendent

**ARTICLE 6.**

**MISCELLANEOUS**

The County, the Cities and Towns, the Constitutional Officers and the Board agree, as follows:

(a) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

(b) This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

(c) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

COWETA COUNTY, GEORGIA

(SEAL)

By:

Chairman

Attest:

Clerk

CITY OF NEWNAN, GEORGIA

(SEAL)

By:

Mayor

Attest:

Clerk

CITY OF GRANTVILLE, GEORGIA

(SEAL)

By:

Mayor

Attest:

Clerk

CITY OF SENOIA, GEORGIA

(SEAL)

By:

Mayor

Attest:

Clerk

Approved as to form:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Attorney

CITY OF PALMETTO, GEORGIA

(SEAL)

By:

Mayor

Attest:

Clerk

TOWN OF MORELAND, GEORGIA

(SEAL)

By:

Mayor

Attest:

Clerk

TOWN OF SHARPSBURG, GEORGIA

(SEAL)

By:

Mayor

Attest:

Clerk

TOWN OF TURIN, GEORGIA

(SEAL)

By:

Mayor

Attest:

Clerk

CITY OF HARALSON, GEORGIA

(SEAL)

By:

Mayor

Attest:

Clerk

SHERIFF, COWETA COUNTY, GEORGIA

(SEAL)

By:

Sheriff

Attest:

Clerk

THE BOARD OF EDUCATION OF

COWETA COUNTY, GEORGIA

(SEAL)

By:

Board Member

Attest:

Clerk

COWETA COUNTY JUDICIAL CIRCUIT

(SEAL)

By:

District Attorney

COWETA COUNTY SOLICITOR

(SEAL)

By:

Solicitor General