**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.

A detailed project Scope of Services can be found in Exhibit A.

**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

**Exhibit A**

**DATE:** August 24, 2020

**TO:** Cleatus Phillips, City Manager

Hasco Craver IV, Assistant City Manager

City of Newnan

**FROM:** Matt Bishop, Director

Maritza Soto Keen, Associate Director

J.W. Fanning Institute for Leadership Development

**RE:** Proposal to design and facilitate a process for the City of Newnan and Coweta County to engage in and create a collective action plan focused on race, equity and justice.

Attached you will find a proposal based on our discussions to date to design and facilitate a planning process for the City of Newnan/ Coweta County on race, equity and justice. Our intent is to begin this process fall 2020. We estimate the work will take approximately six months. All work will be done face to face or virtually.

Please know that we strive to be flexible in order to meet your needs, and that any areas, no matter how broad or specific, are welcome for discussion and refinement.

Thank you for the opportunity to work on this important endeavor. We look forward to hearing from you.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Client Name:** | | **City of Newnan/Coweta County** | | |
| **Key Contact:** | | Cleatus Phillips, City Manager  Hasco Craver IV, Assistant City Manager  City of Newnan | | |
| **Engagement Title:** | | Newnan/Coweta Three Year Action Plan | | |
| **Engagement Overview:** | | Design and facilitate a planning process to produce a three year action plan on race, equity and justice. | | |
| **Engagement Objective(s):** | | Engage members of the City of Newnan, Coweta County and other diverse stakeholders in a planning process to develop a three year race, equity and justice plan for the Newnan/Coweta County | | |
| **PLAN OF WORK** | | | | |
| **Activities** | | | **Fees** | **Completion Date** |
| 1 | **Planning Committee**  In consultation with Fanning, Newnan/Coweta will identify a 12-15 person planning committee to guide the development of the plan, including individuals from the partners group, nonprofits, religious leaders, and business. Care should be taken to convene a representative group with attention to racial and ethnic diversity. Invited committee members should be able to commit to an intensive process over several months. | | N/A | Sept/Oct 2020 |
| 2 | Fanning team meets with City representatives and other members of planning team to discuss proposed outcome(s), finalize plan scope, logistics and timeline. | | $750 | October 2020 |
| 3 | **Document Review**   * Related Resolution of the City of Newnan and other governments agencies * Other relevant documents | | None | October 2020 |
| 4 | **Data Collection**  The purpose of the data collection is to gain a better understanding of the current issues and challenges in Newnan/Coweta County from different perspectives.    Data collection will be done via semi-structured qualitative interviews, focus groups, and the Model Collaborative Decision-Making Lab (network technology).  For each of these approaches, Fanning will create a set of questions designed to uncover current issues/challenges and to share ideas for specific city/county and community actions.   * Up to 15 interviews to include members of the community that are representative of the geographic, demographic and sector diversity of the city and county. Interviewees to include those typically underrepresented in community/government processes and decision-making. * Five focus groups and/or Model Collaborative Decision-Making Lab [[1]](#footnote-1) sessions with different groups (Citizens for Positive Reform, law enforcement, educators, nonprofits, group of young people, businesses, community members). * Online community surveys open to all in the county. | | $3,000  $3750  $3000 | Oct – Dec 2020 |
| 5 | **Data Analysis**  Analyze and summarize all findings. Data analysis will be conducted throughout the data collection process, emergent themes around the city/county’s challenges and opportunities will be identified. | | $7500 | January 2021 |
| 6 | **Facilitated Work Sessions**  Hold five 2 – 4 hour facilitated sessions with **planning committee** via zoom or face to face (F2F)   * **Session I: Data review and discussion.** How does the data align or not align with the planning committee’s perspective of the issues and challenges in Newnan/Coweta? Review and discussion of practices and policies of other Georgia cities around race, equity and justice. * **Session II. Create a vision for Newnan/Coweta** (including all governmental agencies) that speaks to how they –relate to and integrate policies and practices around diversity, inclusion and justice into government offices and with members of the community. Use the Reflective Structured Dialogue[[2]](#footnote-2) model to begin this work. * Session III. Identification of critical issues and actions. Issues themed and preliminary ideas discussed.   Mid way through process, Newnan/Coweta along with Fanning will communicate progress to stakeholders, community, government agencies. Convene and conduct a mid-way listening/feedback session (see #7 below)   * **Session IV. Part I. Produce Newnan/Coweta action plan.** Develop a set of specific, prioritized actions and accountability/measures for success. The action plan will also include: Who will carry out the specific actions (entity), by when (timeline), and an estimate of resources/funds needed. * **Session V. Part II. Finalize the action plan.** Action plan to be reviewed by city/county officials and other government agencies for additional input prior to a work session to finalize plan. | | $7500 | February - April 2021 |
| 7 | **Communication of Plan**  Communicate the plan to the community and receive feedback using the Model Collaborative Decision-Making Lab (network technology). Listening/Feedback Session:   * 2 hour community wide listening session * Questions designed and implemented by Fanning faculty. | | $2250 | May 2021 |
| 8 | **Action Plan Report**  Draft action plan report for submittal to Newnan/Coweta. | | $3000 | May 2021 |
| 9 | **Finalize Action Plan Report** | | Included in #8 | May 2021 |
| **FEES** | | | | |
|  | **Total Fees:**   * Indirect costs @ 10% as per University of Georgia * Travel/mileage is at a rate of .56 a mile and is not included in the fee. | | $30,750  3,075  **$33,825** | |

## About the J.W. Fanning institute for Leadership Development

The **J.W. Fanning Institute for Leadership Development** – a public service and outreach unit of the University of Georgia – is dedicated to strengthening communities, organizations, and individuals through leadership development, training, and education. Founded in 1982, the Institute is named for UGA's first Vice President for Services, Dr. J.W. Fanning. His legacy of leadership development is embodied in the Institute's dedication to developing leaders of all ages, in every community, from all walks of life. A variety of clients call on the Institute's multi-disciplinary faculty for their expertise in community, non-profit, organizational, and youth leadership development.

## Faculty Team

**Raye Rawls, J.D.**

Raye Rawls is a Senior Public Service Faculty at the Fanning Institute. Her practice area is in conflict transformation and dialogue. She is an attorney, arbitrator, and mediator and holds a Master’s Degree in Human Resources. Rawls has mediated and arbitrated thousands of cases in government institutions, court systems, corporations, and with private parties. Recent clients include the Atlanta Regional Commission, the Atlanta Public School System, UGA’s Archway Project and the 10th Judicial District’s Alternative Dispute Resolution Program. Rawls is currently working with the Georgia Commission on Dispute Resolution to update the policy on mediation when domestic violence is an issue.

Since 1983, she has traveled extensively throughout the United States offering courses in basic and advanced mediation, arbitration, conflict management, designing conflict management systems, and valuing diversity. Her courses have been approved by several state bar associations, the National Association of Social Workers, and other professional organizations. She has facilitated numerous meetings on issues of diversity, public policy and strategic planning. In 2002, the Supreme Court of Georgia appointed her to a five-year term on the Georgia Commission on Dispute Resolution — the body responsible for establishing ADR policies and procedures in the courts of Georgia. In that capacity, Rawls served on the Ethics and Training Committees and several ad hoc committees. She served on the editorial board of Conflict Resolution Quarterly.

Prior to joining the J.W. Fanning Institute for Leadership Development in 2004, Rawls worked in the private sector teaching and providing services in mediation, arbitration and other forms of dispute resolution and conflict management. Rawls was the founding president-elect of the Georgia Chapter of the Association for Conflict Resolution. She was an Administrative Law Judge in the State of Georgia, and a former assistant dean of the Georgia State University College Law. She an Associate at the Public Conversations Project (now Essential Partners), an organization housed in Watertown, Massachusetts whose mission is to guide, train, and inspire individuals, organizations, and communities to constructively address conflicts relating to values and worldviews.

**Lori Tiller, MA**

Lori Tiller is a public service faculty member at the J.W. Fanning Institute for Leadership Development a unit of the Office of Public Service and Outreach at the University of Georgia, with a focus on leadership capacity building for nonprofit, youth, and community organizations, leadership development for underrepresented populations, and technical skills in evaluation design and group facilitation. She is the self-evaluation coach for the Georgia Youth Opportunities Initiative, she collaborates with many on-campus departments including the Peabody Awards to aid in their planning and implementation processes, and she works with a variety of nonprofit and community based organizations building not only their leadership capacity, but their governance processes, strategic planning, and volunteer management skills. Lori specializes in using technology along with traditional facilitation techniques to help groups process their strategic initiatives, come to consensus, and prioritize their goals moving forward. Lori currently facilitates Embark Georgia, a statewide network of higher education institutions supporting young people experiencing foster care or homelessness in their academic endeavors.

Lori earned her master’s degree in nonprofit management from the University of Georgia’s Nonprofit Institute in 2007, and her bachelor’s degree in music education from UGA in 2001. She is a current Ph.D. student at the Institute of Higher Education at UGA.

**Terence Johnson, MA**

Terence Johnson, a public service faculty member, works in both community and nonprofit leadership development.  Terence's expertise includes program start-up and development, large-scale systems reform, training, consulting, administrative support and coaching, board development, strategic planning, and executive coaching. He also has experience helping community leaders with performance issues and building healthier communities in areas stricken with the challenges of poverty, poor education, and gangs.  In addition to his work with traditional leadership development programs, he has also worked in the area of regional leadership development, having worked on such regional initiatives as Locate South Georgia and the Cultivating Hispanic Leadership Institute (in conjunction with the Hispanic Chamber of Commerce).  Terence has served as lead faculty on several community leadership programs including Leadership Troup, Leadership Oglethorpe, and Leadership Thomas. He created Leadership Legends, a new, innovative program for young African American males in Moultrie.

In 2017, Terence completed UGA’s Public Service and Outreach (PSO) Facilitation Academy and presently serves as a co-facilitator. Terence is also a key faculty member on PSO’s Great Commitments Student Tour and New Faculty Tour.

Since arriving at the Fanning Institute, Terence has received the 2019 Sisson Community Leadership Development Award and was named Vice President of Staff for the UGA Black Faculty and Staff Organization.

Johnson has more than 30 years of experience as a leader in the public service arena. Most recently, he was vice president of programs for the United Methodist Children's Home. For a recent article about his work there, read the article “Restoring Hope,” which appeared in the Mizzou alumni magazine.

1. The Model Collaborative Decision-Making Lab uses technology and facilitation to help groups of all sizes make better decisions. Using the tool in large group discussions – 50 to 150 people – facilitates all forms of adult learning – individual reflection, small group discussion, and large group input. Every one’s voice is able to be heard and valued. This tool can also be helpful in smaller visioning or strategic planning settings to build greater consensus around goals and initiatives for your organization or community. [↑](#footnote-ref-1)
2. [Reflective Structured Dialogue](https://www.fanning.uga.edu/programs/reflective-structured-dialogue/) builds the capacity of communities and organizations to engage, live and thrive with their differences. By enabling people to have new conversations about the issues that matter deeply to them and remain in relationship, the approach creates a foundation for trust, resiliency and collaborative action. Created over twenty-five years ago and used around the globe, RSD is a structured conversation designed to provide people sufficient safety to develop understanding ofperspectives and worldviews that may be different from their own. RSD responds to avoid what normally happens in highly polarized conversations: people take sides, things become black or white, expressions of uncertainty and ambiguity are suppressed, and there is no space for nuance or alternative perspectives. The goal of RSD is to open orreopen spaces for communication that have been closed. [↑](#footnote-ref-2)