

STATE OF GEORGIA  
COUNTY OF NEWTON

**RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE  
INTERGOVERNMENTAL AGREEMENT WITH  
THE CITY OF MANSFIELD REGARDING THE  
MANSFIELD COMMUNITY CENTER**

**WHEREAS**, Newton County (the "County") owns a facility on Highway 11 in Mansfield, Georgia which it utilizes as a voting precinct and a place for community gatherings and meetings. The facility is known as the Mansfield Community Center; and

**WHEREAS**, the City of Mansfield (the "City") and the County intend to enter into an intergovernmental agreement whereby each will have specific responsibilities for operating, using and maintaining the Mansfield Community Center; and

**WHEREAS**, the County has reviewed and agreed to the terms of a draft Intergovernmental Agreement, attached hereto; and

**WHEREAS**, at its December 6, 2012, the City met and approved the material terms of the draft agreement.



**NOW THEREFORE, BE IT RESOLVED** that Newton County hereby authorizes the Chairman to execute the Intergovernmental Agreement with the City of Mansfield in its final form contingent on it containing the same material terms as included in the draft attached hereto.

**SO RESOLVED** this 18th day of December, 2012.

**NEWTON COUNTY BOARD  
OF COMMISSIONERS**

  
\_\_\_\_\_  
**KATHRYN G. MORGAN, Chairman**  
Newton County Board of Commissioners

ATTN:

  
  
\_\_\_\_\_  
**JACKIE SMITH, Clerk**  
Newton County Board of Commissioners

**STATE OF GEORGIA  
COUNTY OF NEWTON**

**INTERGOVERNMENTAL AGREEMENT  
MANSFIELD COMMUNITY CENTER**

This Intergovernmental AGREEMENT (the "AGREEMENT") by and between Newton County, Georgia (the "County"), a political subdivision of the State of Georgia, and the City of Mansfield (the "City"), a municipal corporation of the State of Georgia. The County and the City do hereby agree as follows:

**WITNESSETH:**

**WHEREAS**, the County owns a facility on Highway 11 in Mansfield, Georgia which it utilizes as a voting precinct and a place for community gatherings and meetings. The facility is known as the Mansfield Community Center; and

**WHEREAS**, the Mansfield Community Center has served as a place for family reunions and community gatherings for multiple generations; and

**WHEREAS**, the County intends to preserve and perpetuate the existence of the Mansfield Community Center; and

**WHEREAS**, the County has created a Mansfield Community Center Committee to manage the facility and desires the City's assistance in facilitating the rental of the facility;

**WHEREAS**, the City currently utilizes the Mansfield Community Center for meetings and desires to continue said use.

**NOW THEREFORE**, in consideration of the premises and undertakings hereinafter set forth, it is agreed by and between the County and the City as follows:

**Section 1. Newton County's Responsibilities as Owner of the Mansfield Community Center.** Newton County shall continue to be responsible for the overall maintenance of the Mansfield Community Center including securing and funding the following: liability insurance, utility payments, maintenance of major electrical, plumbing or HVAC systems, maintenance of the roof and other structural components, compliance with governmental regulatory requirements or other requirements relating to its use as a voting facility, and grounds maintenance. Newton County shall protect the use of the Mansfield Community Center as a meeting place for the people of the Mansfield community.

**Section 2. City of Mansfield's Responsibilities as Rental Facilitator for the Mansfield Community Center.** The City of Mansfield shall be responsible for the following: maintaining the rental and meeting schedule in compliance with the policies and procedures established by the Mansfield Community Center Committee, receiving rental money, holding rental money for

a Mansfield Community Center Committee officer to pick up, having renters fill out a registration form, giving keys to renters and providing a place for renters to leave a key after the rental.

**Section 3. Compensation.** The City shall receive \$25.00 per paid booking excluding use of the facility for official County or City business.

**Section 4. City of Mansfield Meetings.** The City may continue to hold meetings in the facility at no charge.

**Section 5. Financial Records.** The Mansfield Community Center Committee shall maintain all financial records relating to operation and rental of the Mansfield Community Center. The City shall remit all rental fees collected, minus its \$25.00 portion, to a Committee officer.

**Section 6. Policies/Complaints.** The Mansfield Community Center Committee shall set all policies regarding use of the Mansfield Community Center. Any complaints from renters shall be made in writing and submitted to the Committee. The City shall not be responsible for processing said claims once they are turned over to the Committee.

**Section 7. Sale of Property.** If the County so chooses to sell, transfer or convey the Mansfield Community Center and the property related thereto, it shall comply with the requirements of O.C.G.A. § 36-9-3.

**Section 8. Building of Additional Structures.** Prior to commencing construction of any new structures on the property surrounding the Mansfield Community Center, the County shall seek comments from the City.

**Section 9. Counterparts.** This AGREEMENT may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**Section 10. Governing Law.** This AGREEMENT and all transactions contemplated hereby shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia.

**Section 11. Severability.** Should any provision of this AGREEMENT or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this AGREEMENT or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this AGREEMENT shall be valid and enforceable to the full extent permitted by law.

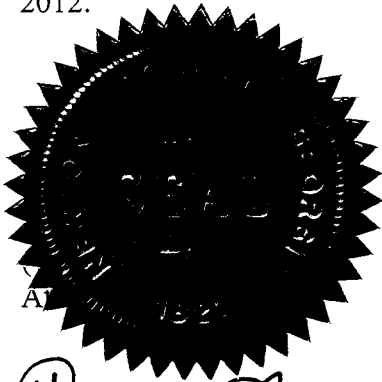
**Section 12. Entire Agreement.** This AGREEMENT embodies and sets forth all the provisions and understandings between the parties relative to the management of the Mansfield Community Center. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth.

**Section 13. Amendments.** This AGREEMENT shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

**Section 14. Notices.** All notices, demands or requests required or permitted to be given pursuant to this AGREEMENT shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) Newton County Board of Commissioners  
1124 Clark Street  
Covington, GA 30014  
Attention: Chairman Kathryn G. Morgan
  
- (b) City of Mansfield  
3146 Hwy. 11  
Mansfield, GA 30055

IN WITNESS WHEREOF, all parties hereto have agreed as of this 18th day of December, 2012.



NEWTON COUNTY, GEORGIA

By: Kathryn G. Morgan  
Kathryn G. Morgan, Chairman

Jackie Smith  
Jackie Smith, Clerk

CITY OF MANSFIELD, GEORGIA

By: Estona Middlebrooks  
Estona Middlebrooks, Mayor

(SEAL)

Attest:

Jamie Henderson Seal  
Jamie Henderson, Clerk

**NEWTON COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING  
December 18, 2012  
MINUTES  
EXCERPT**

**R121812A – IA BETWEEN NEWTON COUNTY & THE CITY OF MANSFIELD  
REGARDING THE MANSFIELD COMMUNITY CENTER**

County Attorney Tommy Craig presented resolution to board for approval.

- Mansfield Community Center served as a meeting facility for many years.
- County began using it 20-30 years ago for a voting precinct.
- Building fell in disarray and county had to take title to make all the repairs.
- Many years “handshake agreement” between City of Mansfield and Newton Co.
- Citizen’s committee operates facility.
- Newton County will continue to be responsible for the overall maintenance of the Center. (Intergovernmental Agreement)
- Resolution to authorize chairman to execute Intergovernmental Agreement
- Resolution R121812a made part of these minutes
- Intergovernmental Agreement between Newton County and City of Mansfield made part of these minutes.

Motion by Commissioner Ewing, seconded by Commissioner Henderson to approve Resolution R121812a to authorize the chairman to execute the Intergovernmental Agreement between the Newton County Board of Commissioners and the City of Mansfield.

Motion carried unanimously

**R121812B – TO CREATE AND ENACT THE MANSFIELD COMMUNITY  
CENTER COMMITTEE**

County Attorney Tommy Craig addressed the board.

- Gave an overview of the resolution
- Members are outlined in the resolution.
- Commissioner Ewing requested that an Annual Financial Report be provided to the Board of Commissioners. (Duly noted by attorney and added to the resolution under Section 9).
- Resolution R121812b is made part of these minutes

Motion by Commissioner Ewing, seconded by Commissioner Henderson to approve Resolution R121812b – To Create And Enact The Mansfield Community Center Committee.

Motion carried unanimously