

## **Background**

The Steel Valley COG, Turtle Creek Valley COG and Twin Rivers COG recognize a range of regional issues exist that transcend COG boundaries, and require a scale of effort larger than any one municipality's capacity. Fortunately, the embedded philosophy of councils of governments (COGs) supports both the firm importance of individual municipal autonomy and among its members, the strong spirit and pride that allows for a larger vision. Thus, it has been both need and capacity that has led the Tri-COG Initiative to move toward the development of a conflict management process that will support strong, relational longevity within and among the Tri-COG network.

In many ways, it's not a surprise the issue of blight was the catalyst that first sparked this Tri-COG collaboration. The extreme problem presented by large amounts of vacant, blighted, and abandoned property in the Mon Valley and proximate Eastern suburbs, demanded regional attention and new resources. Over the past four decades, the Mon Valley's industrial base was decimated. This region suffers from an eroded tax-base, several consistently weak real estate markets, and outdated housing stock – collectively, barriers to new investments.

The leadership within each COG that is part of the Tri-COG system understood that such complex, widespread problems required more capacity than any individual COG could bring. Therefore, in 2011, the Executive Directors from Steel Valley COG, Turtle Creek Valley COG, and Twin Rivers COG began meeting to devise ways to work together on the issue of blight. Through those discussions, the Tri-COG Initiative was born. Currently, this Initiative has Committees working on Blight, Land Banking, Brownfield Assessment and Reclamation, and Allegheny County 911 Police Dispatch.

This Initiative was developed with the innate understanding that collaborative work makes stronger programs that ultimately offer better services to municipal members. The process of working together toward a shared vision builds energy, trust and commitment. With the increased scale of 41 municipal members, the Tri-COG Initiative is able to leverage its capacity to raise funds, develop implementable, far-reaching programs, and ultimately effect positive change that would persist well into the future. In working together, the Tri-COG Executive Directors came to a shared understanding that sustaining the change being made requires a commitment to ongoing, deeply engaged relationships within individual COGS, and across COGS. Thus, a move to create processes that support strong and lasting relationships became an additional piece of the Tri-COG Initiative.

Too many times good programs have been dismantled because of an inability to effectively resolve conflict. These previous, unresolved conflicts frequently become obstacles to future efforts, whether working together on a COG project, or outside the COG when considering other joint possibilities.

The Local Government Academy recognized that sustainable inter-municipal partnerships need a formal process for resolving conflict and developed the Intergovernmental Consensus & Conflict Resolution Program. Knowing that COGS are not immune to the dangers of unresolved conflicts, the Tri-COG Initiative moved forward, with LGA's assistance to develop a framework for resolving conflicts. Within this framework, the Tri-COG has embraced the following principles:

- The most effective way to resolve conflicts is to allow for interventions at the earliest opportunity possible
- The process that is created must be built around the unique characteristics inherent to municipal governance
- A clear structure for working through conflict enhances the opportunity for people in conflict to reach mutually created resolutions
- A unified commitment and adherence to the created structure is essential
- Ending a COG relationship because of an unresolved conflict, whether over membership or project dissatisfaction, should be the choice of last resort
- Building a stronger COG helps municipalities achieve beneficial and lasting relationships with each other, furthering opportunities for lasting intergovernmental cooperation

Therefore, the Executive Directors of all three COGs worked together over several months to develop proposed amendments to their individual by-laws and a mutually acceptable structure as a conflict resolution process.

**RESOLUTION TO AMEND BY-LAWS TO PROVIDE FOR A  
CONFLICT RESOLUTION PROCESS**

Whereas, we the elected representatives of local governments in the Mon Valley and Eastern Suburbs Region believe that our individual and common destinies rest with the interdependent actions of the local governments that comprise our region;

Whereas, the culmination of this belief resulted in the formation of our individual Council of Governments;

Whereas, success of each of our Council of Governments depends on the dedication and commitment of our municipal members - the stronger the commitment, the stronger the COG;

Whereas, our ability, as an individual COG, to play an active role in having a positive impact in our region, is supported by having a sustained and constructive relationship with other individual COGS within our Tri-COG Initiative;

Whereas, the individual COGS within the Tri-COG Initiative have met together, and discussed the development of a mutually acceptable structure for resolving conflicts;

Whereas, we support the development of a formal Conflict Resolution Process to enhance and preserve the strength of our COG by protecting each municipal member, and our organization, from the deleterious effects of unresolved conflict; and

Whereas, we support efforts to build sustainable and strong relationships within the Tri-COG Initiative, and to protect our relationship within the Tri-COG Initiative from similar deleterious effects of unresolved conflict;

Therefore, be it resolved, that the bylaws of the TCVCOG shall be amended to add the following section:

## Section XXX

1. The Board of TCVCOG shall develop and adhere to a formal structure for resolving conflicts that arise within our individual COG and with or among other individual COGS.

2. Any structure developed by the Board shall adhere and conform to the following principles:

- The most effective way to resolve conflicts is to provide for constructive engagement at the earliest opportunity possible
- The process that is created must be built around the unique characteristics inherent to municipal governance
- A clear structure for working through conflict enhances the opportunity for people in conflict to reach mutually created resolutions
- A unified commitment and adherence to the created structure is essential
- Ending a COG relationship because of an unresolved conflict, whether over membership or project dissatisfaction, should be the choice of last resort
- Building a stronger COG helps municipalities achieve beneficial and lasting relationships with each other, furthering opportunities for lasting intergovernmental cooperation

3. The Board shall include the conflict resolution structure, as appropriate, in all agreements made among COG members and in agreements with other COG partners.

4. The Board may, from time to time, as appropriate and as needed, revise the structure, provided it continues to adhere to the articulated principles contained within these bylaws.

## Process for Resolving Internal COG Conflicts

Any issue that arises between a COG member and the COG, or between COGs, that involves a significant issue, as defined, shall be addressed in conformity with the following process, with the understanding that the goal is to resolve issues at the earliest stage possible, and also with the understanding that, provided there is mutual agreement, any step in the process can be waived or altered.

### A. Conflict Resolution Process

Conflicts between a COG member and the COG (includes membership status or program conflicts), or between Cogs, involving significant issues (whether raised by an individual member or members of the COG, or a particular COG) shall be resolved according to the following process:

1. A "significant issue" is defined as an issue of such magnitude that in the mind of the person(s) concerned, if not given adequate attention and not mutually resolved, risks deterioration in the relationship between the COG and the person(s), the COG and the municipality, or the COG and another COG. Deterioration may, but does not necessarily include, severance of the relationship.
2. Notice of a "significant issue" must be in writing and described with sufficient specificity, including articulation of the desired outcome, to enable all parties to understand the nature of the issue.
3. A "significant issue" can be raised and noticed by any person in a member municipality who has the authority to act on behalf of the municipality by the governing body, or by the E.D. of the COG.
4. If a COG member initiates the notice, the written notice shall be delivered to the COG ED. The COG ED shall, upon receiving notice of a "significant issue," provide a copy of the notice to the COG President. The COG ED or the COG President shall, within seven (7) days after the next scheduled meeting of its Executive Board held after receiving the notice, provide a written response to the COG member that will include acknowledging the issue and the COG's perspective.
5. If the COG initiates the notice, the written notice shall be delivered to the Municipal Manager/Secretary and the Council President. The Municipal Manager/Secretary or the Council President, as determined by the governing body of the Municipality shall, within

seven (7) days after the next scheduled meeting of its Governing Body held after receiving the notice, provide a written response to the COG member that will include acknowledging the issue and the COG member's perspective.

6. Once a notice and response have been exchanged in either situation, the COG ED will set up a meeting between the COG member and the COG. This meeting will be scheduled no later than 30 days after receipt of the written response to the notice, unless there is a mutual written agreement to extend the date for the meeting. If extended, the meeting shall take place as soon as possible after the initial 30 day period. Both the COG and the COG member will have someone with authority to reach a recommended resolution and/or settlement, attend the meeting, along with other persons critical to reaching a mutually beneficial outcome. No negotiated settlement which involves a financial readjustment, the payment of money, the legal rights, responsibilities or obligations of the parties or that is required to be memorialized through a binding legal contract is final unless approved by the Governing Body of the COG and the COG member. Other negotiated settlements, such as those involving process structures, communication methods, relationship management, etc., shall be memorialized in a written, mutually agreed upon Memorandum that will facilitate a constructive working relationship but will not be in the nature of a legal settlement. Each party shall provide the other with a list of those persons who will be attending the meeting no later than five (5) days prior to the meeting date that is set.

7. Regardless who raises the "significant issue," if mutually agreed, the COG and COG member may engage an outside professional to facilitate/mediate the process. The COG and COG member shall, unless otherwise agreed, equally share the cost of the facilitation/mediation. If outside facilitation/mediation is used, the LGA program on Intergovernmental Consensus and Conflict Resolution Program (ICCRP) shall be the preferred provider of facilitation/mediation services. If the LGA no longer provides the service, or if the COG and COG member, for whatever reason, do not believe the LGA program is most appropriate, they may then agree to use the facilitation/mediation services of another person or entity other than LGA.

8. If a mutually satisfactory outcome is reached, a written memorandum outlining the points of the outcome shall be prepared and signed by the participants. If the Memorandum involves any type

of financial re-adjustment, payment of money, the legal rights, responsibilities or obligations of the parties or that is required to be memorialized through a binding legal contract, then it shall be effective only after approval by each party's Governing Body. This Memorandum shall not be a legal contract. If a legal contract is required following the terms of understanding outlined in the Memorandum, then the participants shall have their legal counsel prepare that document incorporating the basic points in the Memorandum.

9. If a mutually satisfactory outcome is not attained, the parties shall remain open to further discussion on the issue and shall make every effort to work cooperatively on other matters not in dispute.

B. Membership/Program Withdrawal Provisions

1. Should a COG member decide to withdraw from COG membership, whether for independent reasons or as a result of the conflict resolution process, absent the COG member and the COG reaching a mutual agreement to the contrary, the withdrawing COG member, shall pay (along with its dues for its current year), a *withdrawal fairness payment* for the year following withdrawal based on the basic amount of its dues structure, as follows:

a. The withdrawing member shall pay a *withdrawal fairness payment* in the amount of 25% of the basic amount of that member's dues.

2.B. If the COG and COG member mutually agree, as part of their written Memorandum or Agreement, at the conclusion of the conflict management process, to a fairness withdrawal payment that differs from the payments set forth above, then the mutual agreement of the parties shall be the effective fairness withdrawal payment.

3. A COG member is not permitted to participate, outside of the conflict management process, in COG Board or Committee discussions related to, or votes taken on any aspect of, or outcome related to the conflict management process.

4. The payment of the withdrawal fairness payment does not give the withdrawing member voting rights or services following the end of the year during which membership ends.

5. Should the COG initiate a process to compel a COG member to leave COG membership, regardless of the timing that is involved, the COG member shall have no obligation to pay a withdrawal fairness payment.

C. Confidentiality

1. Except and unless required at the time an Agenda item is formally presented to the Executive Board of a COG or the Governing Body of the municipal entity in a manner that mandates disclosure under the Right-to-Know Law, all papers, discussions and notes that transpire as part of the Conflict Resolution Process shall be confidential.

2. Any person who serves as a facilitator/mediator within the conflict resolution process shall not qualify as a witness or be compelled to testify as a witness in any proceeding; all communications shall be deemed to be in the nature of mediation and provided with the statutory protection afforded to a mediation process.