

**Intergovernmental Agreement Between
DeKalb County School District and
DeKalb County**

This Agreement is made on this 19th day of May, 2022 by and between DeKalb County School District (hereinafter referred to as “the School District”), Department of Fleet Services, whose address is 1780 Montreal Road, Tucker, Georgia 30084, in DeKalb County, a political subdivision of the State of Georgia, (hereinafter referred to as “County”) through its Recreation, Parks and Cultural Affairs Department, whose address is 1950 West Exchange Place, Suite 400, Tucker, Georgia 30084, and both parties have been duly authorized to enter into this Agreement. The School District and County are herein referred to jointly as the “Parties,” and individually as a “Party.”

WITNESSETH:

WHEREAS, the parties to this Agreement are both governmental units;

WHEREAS, the County desires the use of school buses for the 2022 Summer Camp season for the DeKalb County Recreation, Parks and Cultural Affairs Department from the DeKalb County School District;

WHEREAS, the buses will be used to transport children enrolled in DeKalb County Camps to swimming lessons, open swim, various field trips, and an end of the camp season culminating event; and

WHEREAS, the Parties are authorized to enter into a time-limited Intergovernmental Agreement for the provisions of services, provided the agreement deals with activities the parties are authorized by law to undertake.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

1. **Description of Services and Responsibilities of Each Party.** The School District shall provide up to ten (10), 65-passenger buses, (9 regular and 1 with lift capacity for special needs campers). The School District shall provide bus numbers and appropriate identification numbers to the County.

2. **Payment.** The school buses will be leased to the County at a rate of \$4.87 per mile. The County will not operate the buses for more than 40,000 miles collectively. Full payment to the School District will be due at the end of the summer program based on actual miles used. The total contract amount shall not exceed Sixty Thousand and No/100ths Dollars (\$60,000.00).
3. **Term.** The services to be provided under this Agreement shall begin on June 13, 2022 and end on July 29, 2022 or as directed by the Director, Recreation, Parks and Cultural Affairs Department or designee.
4. **Termination.** The Parties may unilaterally terminate this Agreement, in whole or in part, for their convenience, or because of failure of either Party to fulfill the obligations of this Agreement **in any respect**. The Parties shall terminate by delivering to the other party, within at least thirty (30) days, a Notice of Termination specifying the nature, extent, and effective date of termination. If terminated by the County, the written notice shall be sent to the School District, addressed as follows:

**DeKalb County School District
1780 Montreal Road
Tucker, Georgia 30084**

If terminated by the District, the written notice shall be sent to the County address as follows:

**DeKalb County Recreation, Parks and Cultural Affairs
1950 West Exchange Place, Suite 400
Tucker, Georgia 30084**

5. **Insurance.** The County shall carry insurance coverage on the leased buses during the term of this agreement, which includes Comprehensive Auto Liability, Bodily Injury and Property Damage Insurance for \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
6. **Governing Laws.** All provisions of this Agreement shall be construed in accordance with the laws of the State of Georgia.

7. **Venue.** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.
8. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties hereto as to all matters contained herein. No representation, oral or written not incorporated herein shall be binding upon the parties hereto. All subsequent changes in this Agreement must be signed by all parties.
9. **Modification.** This Agreement may not be changed modified, amended or altered except in a written agreement signed by the Parties.
10. **Severability.** In the event that any term or provision of this Agreement is found to be, or becomes by operation of law, invalid, unenforceable or void, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect and the invalid, unenforceable or void term or provision shall be deemed not to be a part of this Agreement.
11. **Headings/Interpretation of Agreement.** The headings contained in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. The Parties agree that this Agreement was fairly negotiated at arm's length, and neither Party shall be considered to have been the drafter of the Agreement for purpose of any rules of construction.
12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding upon all the Parties.

