



Signature Routing Form

COS Initials: _____

For Superintendent's Approval/Signature

Date: 5/22/2024

Division Head: Erick Hofstetter (Operations)

Initials: EH/nal

Purpose: Superintendent's Approval/Signature

Other: Click here to enter text.

Title of Document: IGA – DeKalb County Parks & Rec Summer Program

From (if other than Division Head): Click here to enter name & department.

Legal Review: ☐ NO ☒ YES

BOE Approval: ☒ NO ☐ YES

Charge Code: No Cost to the District

Notes: IGA between DCSD and DeKalb County Parks and Recreation for leasing of district school buses for Parks & Rec summer program at a rate of \$4.87 per mile paid to the school district.

DEADLINE and DUE BY AREAS ARE FOR URGENT ITEMS ONLY

Deadline: Choose an item.

Due by: Click here to enter a date.

Return documents to: Erick Hofstetter/Kea Arthur

For Superintendent's Office Use Only

Date received: 5/22/24 Date returned: 5/24/24 Processor's Initials: SMC

Fw: County Parks and Rec Agreement

H. Eric Hilton (Superintendent's Office) <Harold_Hilton@dekalbschoolsga.org>

Wed 5/22/2024 10:09 AM

To: Maria Marquez (Superintendent's Office) <Maria_Marquez@dekalbschoolsga.org>

Cc: Erick Hofstetter (Facilities & Operation) <Erick_Hofstetter@dekalbschoolsga.org>

Maria - I am bringing you an Intergovernmental Agreement for use of school buses by DeKalb County. This Agreement is approved as to form and should be returned to Mr. Hofstetter.

H. Eric Hilton
Chief Legal Officer
DeKalb County School District
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
678.676.0159 (Direct)
404.432.8246 (Cell)
eric_hilton@dekalbschoolsga.org

Confidentiality Notice: This message is intended exclusively for the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the named addressee, you are not authorized to read, print, retain, copy, view or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately and delete all copies of the message.

☐ Reply

☐ Forward

Attendee panel closed

Re:

☐

(No subject)

☐

From: H. Eric Hilton (Superintendent's Office) <Harold_Hilton@dekalbschoolsga.org>

Sent: Wednesday, May 22, 2024 10:06 AM

To: Erick Hofstetter (Facilities & Operation) <Erick_Hofstetter@dekalbschoolsga.org>

Subject: Re: County Parks and Rec Agreement

Based on our reading the Superintendent can sign this Intergovernmental Agreement without presenting to the Board.

In summary:

Board Approval requirements are based on the price to the district. Contracts in which the District will make money (except for donations) do not require board approval.

REQUIRED LEVELS OF APPROVAL

The appropriate level of approval is required for all contracts and purchases, including those that fit within an exception to the competitive selection measures. All contracts and purchases for capital and non-capital projects require approval at the following levels before obligating the District:

A. Independent Contractor Agreements

Independent contractor agreements with a total cost of \$49,999.99 or less require the prior approval of the Superintendent or the Superintendent's authorized designee, with the exception of certain local school purchases as set forth in Policy DJEG or other exceptions set forth explicitly in Board Policy of Administrative Regulations.

Independent contractor agreements with a total cost of \$50,000.00 or more require Board approval based on the recommendation of the Superintendent.

C. Levels of Approval for Non-Capital Projects

1. Purchases and contracts, excluding independent contractor agreements, with a total cost of \$99,999.99 or less require the prior approval of the Superintendent or the Superintendent's authorized designee, with the exception of certain local school purchases as set forth in Policy DJEG or other exceptions set forth explicitly in Board Policy or Administrative Regulations.

2. Purchases and contracts, excluding independent contractor agreements, with a total cost of \$100,000.00 or more require Board approval based on the recommendation of the Superintendent.

D. Additional Provisions

4. All purchases and contracts under \$100,000.00 shall be reported to the Board monthly for information only, reflecting vendor, goods or services purchased, amount of purchase, and the name(s) of staff member(s) who signed/provided the approval.

I have reviewed the agreement again and will ask Maria to present to Dr. Horton for execution.

H. Eric Hilton
Chief Legal Officer
DeKalb County School District
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
678.676.0159 (Direct)
404.432.8246 (Cell)
eric_hilton@dekalbschoolsga.org

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☐ Reply

☐ Forward

Attendee panel closed

Re:

☐

(No subject)

☐

From: Erick Hofstetter (Facilities & Operation) <Erick_Hofstetter@dekalbschoolsga.org>

Sent: Wednesday, May 22, 2024 9:03 AM

To: H. Eric Hilton (Superintendent's Office) <Harold_Hilton@dekalbschoolsga.org>

Subject: County Parks and Rec Agreement

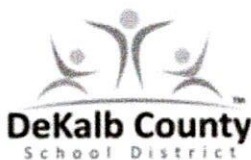
Hello,

Found the link to the County Parks and Rec Agreement from 2022.

https://simbli.eboardsolutions.com/SB_Meetings/ViewMeeting.aspx?S=4054&MID=101755&enIID=seCrRkOslshlg5UeqxOpCwNxg%3D%3D&srch=Parks+and+Recreation+&ktype=Exact&Tab=Agenda

They are paying us so I guess it might fall under a "donation"?

Thanks,



Erick Hofstetter | Chief Operating Officer
DeKalb County School District
Sam Moss Service Center
1780 Montreal Road
Tucker, GA 30084
Office: 678.676.1475 | Mobile: 678.975.5924

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

This Agreement is made on this ____ day of _____, 2024 by and between DeKalb County School District (hereinafter referred to as “the School District”), Department of Student Transportation, whose address is 5809 Memorial Drive, Stone Mountain, Georgia 30083, 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 2024 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 seventeen (16) 72-passenger buses, (15 regular and 1 (one) 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 3, 2024 and end on July 22, 2024 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.



DEKALB COUNTY SCHOOL DISTRICT DEKALB COUNTY, GEORGIA

Date _____

NOTARY:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE _____
DAY OF _____, 20____

Notary Public
My Commission Expires: _____

APPROVED AS TO SUBSTANCE:


Department Director

ATTEST:

BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY SCHOOL DISTRICT DEKALB COUNTY, GEORGIA

By: Devon Q. Horton (SEAL) _____ by Dir. (SEAL)
Signature MICHAEL L. THURMOND
Dr. Devon Q. Horton Chief Executive Officer
Name (Typed or Printed) DeKalb County, Georgia
Superintendent
Title
58-6000227
Federal Tax I.D. Number
Date

NOTARY:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE _____
DAY OF _____, 20____

Notary Public
My Commission Expires: _____

APPROVED AS TO SUBSTANCE:

Charles Ellis
Department Director

ATTEST:

BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

James C. Hooten

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DEKALB COUNTY SCHOOL DISTRICT DEKALB COUNTY, GEORGIA

By:  (SEAL) _____ by Dir. (SEAL)
Signature MICHAEL L. THURMOND
Dr. Devon Q. Horton Chief Executive Officer
Name (Typed or Printed) DeKalb County, Georgia
Superintendent
Title
58-6000227
Federal Tax I.D. Number
Date

NOTARY:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE _____
DAY OF _____, 20____

Notary Public
My Commission Expires: _____

APPROVED AS TO SUBSTANCE:


Department Director

ATTEST:

BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

