

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

This Agreement is made on this 1st **day of June 2026**, by and between DeKalb County School District (hereinafter referred to as *the "School District"*), Department of Pupil Transportation, whose address is 1780 Montreal Road, Tucker, Georgia 30084, and 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, 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 the School District buses and School District employees for the 2026, 2027, 2028 Summer Camp seasons 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 sixteen (16) 72-passenger buses (15 regular and 1 with lift capacity for special needs campers), *contingent upon driver availability*. The School District shall provide buses and certified drivers, *contingent upon driver availability*. The transportation services and/or drivers provided will operate as a pick-up/drop-off operation.

Travel should remain in the metro Atlanta area, not to exceed 40 miles. *Meal stops are prohibited.*

2. **Payment.** At the end of the **term** listed below, the School District will charge the County for the drivers' salaries, mileage, and reasonable depreciation. The County will supply all fuel for the buses provided by the School District. Full payment to the School District will be due at the end of the summer program based on the description outlined in the invoice received by the School District. **The contract amount shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) unless changed by written Change Order in accordance with the terms of this contract.** The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the

express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

The County's maximum obligation per calendar year shall be as follows:

2026: \$150,000.00.

2027: \$150,000.00 minus the amount spent in 2026.

2028: \$150,000.00 minus the amount spent in 2026 and 2027.

3. **Term.** The services to be provided under this Agreement shall begin on June 1, 2026. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on July 31, 2028, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the School District in accordance with the terms of this Contract and the DeKalb County Purchasing Policy.

4. **Termination.** The Parties may unilaterally terminate this Agreement, in whole or in part, for their convenience or because of the 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 termination date. 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 School 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 School District shall carry insurance coverage on the assigned buses during the term of this agreement.
6. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization.** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment A. Contractor agrees that in the

event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment B.

7. **Governing Laws.** All provisions of this Agreement shall be construed under the laws of the State of Georgia.
8. **Venue.** This Agreement shall be deemed 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.
9. **Entire Agreement.** This Agreement constitutes the Agreement between the Parties and all matters contained herein. No oral or written representation not incorporated herein shall be binding upon the parties hereto. All parties must sign all subsequent changes in this Agreement.
10. **Modification.** This Agreement may not be changed, modified, amended, or altered except in a written agreement signed by the Parties.
11. **Severability.** Suppose any term or provision of this Agreement is found to be or becomes invalid, unenforceable, or void by operation of law. In that case, the remaining terms and provisions shall not be affected thereby and remain in full force and effect, and the invalid, unenforceable, or void term or provision shall be deemed not part of this Agreement.
12. **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 the purpose of any rules of construction.

13. **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.

[Signatures on Following Page]

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

DEKALB COUNTY SCHOOL DISTRICT DEKALB COUNTY, GEORGIA

By: _____ (SEAL) _____ **by Dir.**(SEAL)
Signature

LORRAINE COCHRAN-JOHNSON
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

Federal Tax I.D. Number

Date

NOTARY:

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

ATTEST:

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

Notary Public
My Commission Expires: _____

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)