



DeKalb County Government

Manuel J. Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

Agenda Item

File ID: 2019-4812

Substitute

12/17/2019

Public Hearing: YES NO

Department: Executive Assistant - Chief Operating Office

SUBJECT:

Commission District(s): All

Intergovernmental Agreement for the use of facilities for community meetings between DeKalb County, Georgia and the DeKalb County School District.

Information Contact: Zachary L. Williams, Executive Assistant – Chief Operating Office

Phone Number: 404-371-2881

PURPOSE:

The County and the District desire to enter into an Intergovernmental Agreement (IGA) for the County and the District to provide the use of their facilities by each other for the expressed purpose of community meetings.

NEED/IMPACT:

The County and the District desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of DeKalb County and the stakeholders of the District.

FISCAL IMPACT:

None.

RECOMMENDATION:

To approve the attached Intergovernmental Agreement and authorize the Chief Executive Officer to execute all necessary documents in a form acceptable to the County Attorney.

**INTERGOVERNMENTAL AGREEMENT
FOR THE USE OF FACILITIES FOR COMMUNITY MEETINGS
BETWEEN
DEKALB COUNTY, GEORGIA and
THE DEKALB COUNTY SCHOOL DISTRICT, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia (hereinafter the “County”) and the DeKalb County School District, Georgia (hereinafter the “District”). The County and District may hereinafter be referred to as a “Party” individually or “Parties” collectively.

WHEREAS, the County is a constitutionally created political subdivision of the State of Georgia; and

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WHEREAS, the County and District desire to enter into an Intergovernmental Agreement (IGA) for the County and the District to provide the use of their facilities by each other for the expressed purpose of community meetings; and

WHEREAS, the County and the District desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of DeKalb County and the stakeholders of the District; and

NOW THEREFORE, in consideration of the following mutual obligations, the County and the District agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to provide for the occasional use of the County’s facilities by the District and the occasional use of the District’s facilities by the County for conducting community meetings so long as such meetings do not interfere with the owning entity’s primary use of such facilities. The term “community meeting” shall mean a gathering of members of the general public to discuss matters of public interest and shall not include private or dues paying membership clubs. The purpose also includes the goal of arranging and scheduling the use of facilities in an effective and efficient manner. A request for any other use of a facility, other than a community meeting, would be subject to the District’s Facility Use Agreement process, the County’s required Facility Use Agreement, or another Intergovernmental Agreement between the parties for other specifically defined purposes.

**ARTICLE 2
REQUESTING AND SCHEDULING FACILITIES**

The parties agree to request or grant the use of a specific facility or portion of a facility to conduct community meetings as identified on a case-by-case basis on a completed form in

compliance with the terms and conditions contained in Attachment A, which is attached hereto and incorporated herein by reference. As much as possible, parties will try to request the use of a facility at least 45 days prior to the meeting, such that approval from the other party would be granted a minimum of 30 days prior to the meeting. The grant of request shall be subject to the reasonable discretion of the of the party owning the facility where a public meeting is sought to be held.

ARTICLE 3 CARE DURING USE

The parties agree that the facilities will be used in a safe manner and in compliance with all applicable Federal and State laws and County ordinances, rules, and regulations. The parties further agree that they shall not cause or permit damage to any facility. No alteration, addition, or improvement to a facility shall be made by party using the facility without the prior written consent of the party that owns the facility. The party using the facility will ensure that the facility is left in clean and tidy state following the conclusion of the public meeting so as not to interfere with the other party's regular use of such facility.

ARTICLE 4 TERM OF AGREEMENT

The term of the Agreement shall commence on January 13, 2020 and terminate on December 31, 2020. Unless terminated by a Party as specified in Article 7, the Agreement shall renew automatically for nine (9) additional one-year terms. Each one-year renewal term shall commence on January 1st of that calendar year on the same terms and conditions as specified herein, and end on December 31st of the same calendar year.

ARTICLE 5 EMPLOYMENT STATUS

All County personnel involved in the use of the District's facilities as well as any other County personnel operating under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All District personnel involved in the use of the County's facilities as well as any other District personnel operating under this Agreement are and will continue to be employees of the District for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

ARTICLE 6 DISTRICT – COUNTY RELATIONS

The County's Chief Operating Officer shall be the County's main point of contact regarding the use of the County's facilities and will coordinate with the District's Chief Operations Officer as appropriate. The District's Chief Operating Officer shall be the District's main point of

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contact regarding the use of the District's facilities and will coordinate with the County's Chief Operations Officer as appropriate.

**ARTICLE 7
TERMINATION AND REMEDIES**

The District and the County may not unilaterally terminate this Agreement for convenience prior to December 31, 2020. After December 31, 2020, either Party may terminate for convenience and without cause, after providing 60 days' written notice to the other Party for such termination. The Parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

**ARTICLE 8
NOTICES**

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. The Parties agree to give each other non-binding duplicate facsimile notice. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Zachary L. Williams, Chief Operating Officer
1300 Commerce Drive 6th Floor
Decatur, Georgia 30030
404-371-2174, Office number
404-687-3585, Facsimile number

If to the District:

Daniel Drake, Interim Chief Operations Officer
1780 Montreal Road
Tucker, Georgia 30084
678-676-1446, Office number
678-676-1350, Facsimile number

**ARTICLE 9
EXTENSION OF AGREEMENT**

This Agreement may be extended at any time during the term by mutual written consent of both Parties so long as such consent is approved by official action of the Board of Education for the District and approved by official action of the County governing authority.

**ARTICLE 10
NON-ASSIGNABILITY**

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT AND MODIFICATIONS

The Parties acknowledge this Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior, contemporaneous, oral or written negotiations, agreements or understandings between the Parties regarding such matters. No representation, oral or written, not incorporated in this Agreement shall be binding upon the District or the County.

This Agreement may not be changed, modified, amended or altered except in a written agreement signed by the Parties.

ARTICLE 12
SEVERABILITY, WAIVER, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. No failure or delay by a Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Parties hereunder are cumulative and are not exclusive of any rights or remedies which it would otherwise have hereunder.

This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in federal, superior, or state courts of DeKalb County, Georgia.

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 purposes of any rules of construction. Should any provision of this Agreement require judicial interpretation, the Parties agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

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**ARTICLE 13
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective Parties' successors.

**ARTICLE 14
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the District and County have executed this Agreement through their duly authorized officers.

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Michael Thurmond
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

County Attorney

Zachary L. Williams
Chief Operating Officer

DEKALB COUNTY SCHOOL DISTRICT, GEORGIA

Chair, Board of Education

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Chief Legal Officer
Office of Legal Affairs

Superintendent

ATTACHMENT A
REQUEST AND AUTHORIZATION FORM

REQUEST

Agency and Representative's Name and Title: _____

Request Signature: _____

Requested Facility: _____

***(Note if just a portion/area of the Facility.)** _____

Requested Date(s) and Hours of Use: _____

Purpose: _____

Expected Number of Participants/Attendees: _____

AUTHORIZATION

Agency and Representative's Name and Title: _____

Approval Signature: _____