Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
February 12, 2026	Action Item 3

Title

Authorization to Declare Surplus Property and Transfer Said Surplus Property to Cherokee County Fire and Emergency Services via an Intergovernmental Agreement

Requested Action

School Board Consideration of Superintendent's Recommendation to Declare Surplus Property and Transfer Said Property (School Buses) to Cherokee County Fire and Emergency Services via an Intergovernmental Agreement

Summary Explanation and Background

The Superintendent and staff regularly identify School District property as no longer of value to the school district and seek School Board approval to dispose of said property. After a departmental review of the bus fleet, the Superintendent recommends the School District surplus 3 inoperable buses: 2007 Blue Bird, 2009 and 2010 Thomas C2. Each of these buses exceeds has a declared a total loss due to previous accidents, dismantled of useable parts and will be offered to the Cherokee County Fire and Emergency Services for training purposes. The Superintendent recommends the identified Surplus School District property be transferred to Cherokee County Fire and Emergency Services via an Intergovernmental Agreement and seeks School Board approval to do so.

Financial Impact

N/A

Exhibits: (List) — Enter URL below

Surplus Property Summary
Intergovernmental Agreement

Source of Additional Information — Open URL

Mary Elizabeth Davis, PhD	770.479.1871
Kenneth Owen	770.479.1871
Trey Moores	770.479.1871

Donation Buses

B151	2007 Blue bird	1BAKFCKA47F239356
B194	2009 Thomas C2	4UZABRDJ49CAC1185
B535	2010 Thomas C2	4UZABRDT7ACAR5968

AGREEMENT FOR THE TRANSFER OF TITLE OF SURPLUS BUSES

This Agreement for the Transfer of Title of Surplus Buses (the "Agreement") is made and entered into, by and between CHEROKEE COUNTY SCHOOL SYSTEM D/B/A CHEROKEE COUNTY SCHOOL DISTRICT a public school system authorized under the laws of the State of Georgia, acting by and through its governing authority the Cherokee County Board of Education (hereinafter "CCSD"), and CHEROKEE COUNTY, GEORGIA, a political subdivision of the state of Georgia acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter the "County").

RECITALS

WHEREAS, CCSD is the owner of three (3) school buses that are no longer usable and have reached the end of their useful service and support life;

WHEREAS, the buses may be of service to another governmental entity for training or purposes;

WHEREAS, the CCSD desires to surplus and dispose of the buses in an efficient and effective manner;

WHEREAS, the County has a need for and requests that CCSD transfer ownership of said buses for use by Cherokee County Fire and Emergency Services (CCFES) for training purposes; and

WHEREAS, transfer of the buses from CCSD to the County for use by CCFES for training purposes will further the goal of protecting the health, safety and welfare of all the citizens of Cherokee County.

NOW THEREFORE, in addition to the recitals above and in exchange for the mutual promises and consideration herein, the County and Agency hereby acknowledge and agree:

TERMS AND CONDITIONS

Section 1. Transfer of Ownership. By this Agreement, at no cost to the County and for good and valuable consideration acknowledged herein, the School Board shall transfer, convey, and deliver to the County all right, title, and interest in and to three (3) surplus school buses ("Buses"), as more particularly described in Exhibit "A" – Description of Buses, within sixty (60) days of the last date of execution of this Agreement by all parties ("Execution Date"). The County shall accept title to the Buses in its name and shall be responsible for payment of all applicable title, registration, and transfer fees. Delivery and transportation arrangements shall be coordinated by the parties.

Section 2. Use. The County agrees that the Buses shall be used solely by the County Fire Department for training and related governmental purposes consistent with the intended design

and use of the Buses, and in compliance with all applicable federal, state, and local laws, regulations, and industry standards.

Section 3. Mutual benefit and training purposes. The Buses may be used for fire, rescue, emergency response, and safety training exercises, including but not limited to vehicle extrication and response simulations, which further the shared public purpose of protecting the health, safety, and welfare of the citizens of the County.

Section 4. Indemnification and Hold Harmless. In exchange therefore, to the extent permitted by law, the Parties agree to indemnify and hold harmless the other Party from any claim, action, liability, loss damage or suit arising as a result of the transfer and use of the buses.

Section 5. Termination. This agreement shall be binding upon and inure to the benefit of the Parties, their successors, assigns and personal representatives. Either Party shall have the right to terminate this agreement for convenience with five (5) days written notice.

Section 6. No Warranty. The Buses is transferred as-is and without warranties or other representations as to its condition or suitability for use.

Section 7. Receipt. In the event that the County declines to receive the surplus Buses, the County agrees to return said Buses to CCSD.

Section 8. Law and Venue. This Agreement shall be governed by the laws of the State of Georgia. The obligations of the parties to this Agreement are performable in Cherokee County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Cherokee County, Georgia.

Section 7. Notices. All notices, requests and other communications required or permitted under this Agreement shall be in writing to the address set forth for such party below and shall be deemed to be effective when actually received or refused. Either party may change the address in writing to which future notices or other communications shall be sent.

If to County:
Cherokee County Fire and Emergency Services
Attn: Fire Chief
150 Chattin Drive
Canton, Georgia 30115

If to CCSD:
Cherokee County School District
Attn: Chief Financial Officer
1205 Bluffs Parkway
Canton, Georgia 30114

With a copy to:
Cherokee County, Georgia - County Manager
1130 Bluffs Parkway
Canton, Georgia 30114

[signature page to follow]

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures below.

CHEROKEE COUNTY SCHOOL DISTRICT

_____
By: Kenneth Owen
Chief Financial Officer

_____
Date

Attest:

_____

CHEROKEE COUNTY, GEORGIA

_____
By: Harry B. Johnston, Chairman
Cherokee County Board of Commissioners

_____
Date:

Attest:

_____
Christy Black, County Clerk

Exhibit "A" Description of Buses

	Year	Make	VIN	Title
B151	2007	Bluebird	1BKAKFCKA47F239356	ORIGINAL TITLE
B194	2009	THOMAS C2	4UZABRDJ49CAC1185	ORIGINAL TITLE
B535	2010	THOMAS C2	4UZABDT7ACAR5968	SALVAGE TITLE