

THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This Third Amendment to the Intergovernmental Agreement (this “Amendment”) is made and entered into as of the ____ day of January 2024, by and between the **Mayor and Aldermen of the City of Savannah**, a municipal corporation organized under the laws of the state of Georgia (City) and the **Chatham County Board of Commissioners**, a political subdivision of the State of Georgia (County).

WITNESSETH

WHEREAS, City and county are parties to that certain Intergovernmental Agreement (Agreement) dated July 9, 2018, establishing a Multi-Agency Resource Center (“the Front Porch”) to be housed at the City-owned real property located at 2203 Abercorn Street and more particularly described in the Agreement; and

WHEREAS, the term of the Agreement expires on June 30, 2024; and

WHEREAS, the Second Amendment of the Agreement dated April 22, 2022, extended the term of the Agreement until June 30, 2024; and

WHEREAS, the Agreement and subsequent Amendments shall hereafter collectively be referred to as the “Agreement.”

NOW, THEREFORE, for good and value consideration, the receipt and sufficiency, of which are hereby acknowledged, the parties, here to agree as follows:

AGREEMENT

1. **Recitals.** The Recitals set for above, are deemed to be true, and correct, and are incorporated here, and by this reference to be binding upon the parties, the same as if set forth in full in this paragraph.
2. **Definitions.** Any term or condition not expressly defined and modified in this Amendment shall have the definition as contained in the Agreement.
3. **Term of Use.** The Term of Use as defined in Section 2 of the Agreement is here by modified so that the Agreement will be extended for three years, until June 30, 2027. At the end of the three-year term, the County shall have the option to request an extension of the agreement for one additional three-year term, until June 30, 2030. The County shall notify the City of the intended renewal at least 90 days prior to the expiration of the initial term. Both the City and County must agree to the three-year extension.

4. **Major Repairs.** Should any heating, ventilation, and cooling (HVAC) systems require replacement during county occupancy, the county shall be the cost and responsibility of such replacement. All other existing terms in the section are to remain the same.

5. **No Further Changes.** Except a specifically amended or modified by the Amendment, the Agreement dated July 9, 2018 shall remain in full force and effect. In the event of a conflict between the terms of the Agreement, and the terms of this Amendment, the terms of the Amendment shall control. This Amendment shall be governed by and interpreted in accordance with the laws of the state of Georgia.

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment to be effective as of the date first set forth above.

CITY:

**MAYOR AND ALDERMEN OF THE
CITY OF SAVANNAH**

By: _____
Its: City Manager

COUNTY:

**CHATHAM COUNTY BOARD OF
COMMISSIONERS**

By: _____
Its: County Manager