

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this “**Contract**”) is entered into as of _____, 2024, by and between the SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY, is a public body corporate and politic (“**SEDA**”) created and validly existing pursuant to the Constitution and laws of the State of Georgia, BRYAN COUNTY, GEORGIA, a political subdivision of the State of Georgia (“**Bryan County**”), BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia (“**Bulloch County**”), CHATHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (“**Chatham County**”), EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (“**Effingham County**”), and the CITY OF SAVANNAH, a municipal corporation of the State of Georgia (“**Savannah**”), ~~and the GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS, an agency within the executive branch of the State of Georgia (“**DCA**”) and the administering agency for the ONEGEORGIA AUTHORITY, an instrumentality of the State of Georgia and a public corporation (“**OneGeorgia**,” and, together with DCA, the “**Administering Agency**”).~~

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia (the “**State**”) to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, SEDA has been requested to enter into a Specialized Services Agreement (the “**Agreement**”) with Georgia Tech Research Corporation, a Georgia Corporation (“**GTRC**”), for GTRC to conduct a “Coastal Housing Study” in the southeast portion of the State including Bryan County, Bulloch County, Chatham County, Effingham County, and Savannah, for the purposes of conducting a comprehensive analysis of the housing market and to provide a housing market needs assessment and planning services for the four-county area (the “**Housing Report**”); and

WHEREAS, SEDA will engage GTRC under the Agreement and the costs of the Housing Study will be paid from funds from ~~the Administering Agency (the “**State Grant**”);~~ a state grant and from funds to be provided by Bryan County, Bulloch County, Chatham County, Effingham County, and Savannah in accordance with this Contract; and

WHEREAS, each of the parties to this Contract benefit from economic and industrial development to include projects like a regionally impactful project to grow their respective tax base and provide sufficient jobs for all of its citizens, and it is necessary to study the housing market and needs associated with a regionally impactful project; and

WHEREAS, the parties propose to enter into this Contract pursuant to which SEDA will enter into the Agreement with GTRC to provide the Housing Report, and Bryan County, Bulloch

County, Chatham County, Effingham County, and Savannah, in consideration of such services provided by SEDA, will agree to pay to SEDA amounts, in addition to the ~~State Grant~~state grant, sufficient for SEDA to enter into the Agreement.

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Representations.

Representations by SEDA. SEDA makes the following representations as the basis for the undertakings on its part herein contained:

(a) SEDA is a public body corporate and politic of the State, having the power to enter into and execute, deliver and perform this Contract, and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Contract, and no approval or other action by any governmental authority, agency or other person is required in connection with the delivery and performance of this Contract.

(b) There is no litigation or proceeding pending, or to the knowledge of SEDA threatened, against SEDA or against any other party which would have a material adverse effect on the right of SEDA to execute this Contract or the ability of SEDA to comply with any of its obligations hereunder; and

(c) This Contract, upon execution of the same, will constitute the legal, valid and binding obligation of SEDA in accordance with its terms, and performance by SEDA of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which SEDA is a party or by which SEDA is bound.

Representations by Bryan County, Bulloch County, Chatham County and Effingham County. Bryan County, Bulloch County, Chatham County and Effingham County (collectively, the “**Counties**”) make the following representations as the basis for the undertakings on its part herein contained:

(a) The Counties are each political subdivisions of the State of Georgia. Under the Constitution and laws of the State, the Counties are authorized to execute, deliver and perform their obligations under this Contract. This Contract is a valid, binding and enforceable obligation of each of the Counties.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Contract by each of the Counties, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by each of the Counties of this Contract do not violate the laws or Constitution of the State and do not

constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of each of the Counties, threatened against or affecting each of the Counties (or, to the knowledge of each of the Counties, any meritorious basis therefor) (i) contesting or questioning the existence of the Counties or the titles of the present officers of the Counties to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Contract, or (B) materially adversely affect (1) the financial condition or results of operations of the Counties and (2) the transactions contemplated by this Contract.

Representations by Savannah. Savannah makes the following representations as the basis for the undertakings on its part herein contained:

(e) Savannah is a municipal corporation of the State of Georgia. Under the Constitution and laws of the State, Savannah is authorized to execute, deliver and perform its obligations under this Contract. This Contract is a valid, binding and enforceable obligation of Savannah.

(f) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Contract by Savannah, except as shall have been obtained as of the date hereof.

(g) The authorization, execution, delivery and performance by Savannah of this Contract does not violate the laws or Constitution of the State and does not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of Savannah, threatened against or affecting Savannah (or, to the knowledge of Savannah, any meritorious basis therefor) (i) contesting or questioning the existence of Savannah or the titles of the present officers of Savannah to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Contract, or (B) materially adversely affect (1) the financial condition or results of operations of Savannah and (2) the transactions contemplated by this Contract.

Section 2. The Housing Report and Agreement. SEDA will act as sole and exclusive agent on behalf of the Counties, ~~and Savannah, and the Administering Agent~~ to proceed forthwith with entering into the Agreement with GTRC. The Housing Report shall be acquired in compliance with all federal, state and local laws, ordinances and regulations applicable thereto. The Housing Report shall be acquired by SEDA and provided to each of the Counties and Savannah.

Section 3. Consideration. In order to provide funds to SEDA to enter into the Agreement with GTRC, a total of \$200,983.00 will be due within 30 days of the Agreement being signed between SEDA and GTRC. The funds will be provided as follows:

- (a) \$100,983.00 ~~will be provided by the Administering Agency~~ has been accepted in the form of a ~~State Grant~~ state grant;
- (b) Bryan Conty will provide \$20,000.00;
- (c) Bulloch County will provide \$20,000.00;
- (d) Chatham County will provide \$20,000.00;
- (e) Effingham County will provide \$20,000,00; and
- (f) Savannah will provide \$20,000.00.

Such funds shall be remitted to SEDA within five (5) business days of this Contract being entered into by each of the parties.

In the event the fees under the Agreement exceed the total of \$200,983.00, each of the parties agrees to work in good faith to provide any additional funds needed to comply with the Agreement and complete the Housing Report.

Section 4. Amendments. The parties to this Contract contemplate that there may be one or more amendments to this Contract entered into to include additional consideration by the parties or to provide that additional parties may become a party to this Contract. Any amendment to this Contract will not be binding upon the parties unless such amendment is in writing and duly executed by each of the parties.

Section 5. Time is of the Essence. Time is of the essence in complying with the terms, conditions and agreements of this Contract. Upon any failure of a party to perform in compliance with this Contract, the other parties will have all rights and remedies afforded to such parties at law or in equity.

Section 6. Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7. Law Governing Contract. This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

[signatures continue on the following pages]

IN WITNESS WHEREOF, parties have caused this Contract to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

**SAVANNAH ECONOMIC
DEVELOPMENT AUTHORITY**

(S E A L)

By: _____
President and CEO

Attest:

Assistant Secretary

BRYAN COUNTY, GEORGIA

(S E A L)

By: _____
Chairman

Attest:

County Clerk

BULLOCH COUNTY, GEORGIA

(S E A L)

By: _____
Chairman

Attest:

County Clerk

CHATHAM COUNTY, GEORGIA

(S E A L)

By: _____
Chairman

Attest:

County Clerk

EFFINGHAM COUNTY, GEORGIA

(S E A L)

By: _____
Chairman

Attest:

County Clerk

CITY OF SAVANNAH, GEORGIA

(S E A L)

By: _____
City Manager

Attest:

City Clerk

**GEORGIA DEPARTMENT OF
COMMUNITY AFFAIRS**

(SEAL)

By: _____

Commissioner

Attest:
