

**AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN DEKALB COUNTY AND THE CITY OF CHAMBLEE
FOR EXEMPTION FROM CERTAIN DEVELOPMENT REQUIREMENTS FOR
DEKALB COUNTY ANIMAL SHELTER EXPANSION PROJECT**

THIS AMENDMENT NO. 1 is made and entered into this _____ day of _____, 2025 by and between **DEKALB COUNTY**, a political subdivision of the State of Georgia (hereinafter the "County"), and the **CITY OF CHAMBLEE**, a municipal corporation of the State of Georgia (hereinafter the "City"). The County and the City may be referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, on **X** date, the City and the County entered into an Intergovernmental Agreement related to the County's Animal Shelter Project located on real property within the City limits at 3280 Chamblee Dunwoody Road, Chamblee, Georgia 30341 and an exemption from the development requirement set forth in City of Chamblee Code of Ordinances § 230-26(g)(1)(a.1) ("the Agreement"); and

WHEREAS, the County and City desire to modify the Agreement to exempt the County's Animal Shelter Project from building architecture requirements set forth in City of Chamblee Code of Ordinances §§ 230-27(a)(5), (a)(6) and (a)(10) and

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and City consent and agree to the above recitals and as follows:

1. Additional Waiver

- A. The City agrees that the development requirements set forth in City of Chamblee Code of Ordinances ("Chamblee Code") §§ 230-27(a)(5), (a)(6) and (a)(10), as applied to the County's property located at 3280 Chamblee Dunwoody Road, Chamblee, Georgia 30341 shall be waived for so long as the subject property is used for the governmental purpose of operating the County's animal shelter.
- B. The County agrees that upon termination of the County's use of the subject property for the governmental purpose of operating the County's animal shelter, the waiver of Chamblee Code §§ 230-27(a)(5), (a)(6) and (a)(10) shall immediately terminate and that the subject property shall thereafter be subject to all applicable development standards under Georgia law.

2. Conditions related to waiver of Chamblee Code §§ 230-27(a)(5), (a)(6) and (a)(10)

- A. Streetscaping along Cumberland Drive will be reduced to a 4' landscape zone and 4' sidewalk clear zone due to the limited space between the road and the large existing trees.
- B. In areas where the existing trees and road will not permit the full 4' landscape zone and 4' sidewalk clear zone, the County will ensure that at least the sidewalk clear zone is 4' and the landscape zone may be smaller if needed.

- 3. County Chief Executive Officer Authority to Approve Amendments.** If during the term of the Agreement, it is discovered that additional waivers of Chamblee Code provisions are needed, the Chief Executive Officer or his/her designee has the authority to approve an amendment that authorizes the additional waiver on behalf of the County. An extension of the term shall require approval by the County's Governing Authority.
- 4. Conflict.** Except as expressly modified by this First Amendment, all the terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control.
- 5. Severability/Governing Law.** In the event that any one or more of the provisions contained in this Amendment shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Amendment shall be governed by, and construed in accordance with the laws of Georgia.
- 6. Electronic Signature/Counterparts.** "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with the laws of Georgia. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered.

DEKALB COUNTY, GEORGIA

(SEAL)
LORRAINE COCHRAN-JOHNSON
Chief Executive Officer

ATTEST:

BARBARA SANDERS-NORWOOD, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

ZACHARY L. WILLIAMS
Chief Operating Officer

APPROVED AS TO FORM:

NICOLE W. AIGNER
Supervising County Attorney

CITY OF CHAMBLEE, GEORGIA

Attest:

_____(SEAL)
Mayor Brian Mock

City Clerk Cherron Bouie

APPROVED AS TO SUBSTANCE:

City Manager Kristen Gorham

APPROVED AS TO FORM:

City Attorney Irene B. Vander Els

DRAFT