

**FOURTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
DEKALB COUNTY AND THE CITY OF BROOKHAVEN, GEORGIA**

THIS FOURTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN DEKALB COUNTY AND THE CITY OF BROOKHAVEN, GEORGIA (the “**Fourth Amendment**”) is effective as of the date of signature by the parties and is made and entered by and between the City of Brookhaven, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (the “**City**”), and DeKalb County, Georgia, a political subdivision of the State of Georgia, acting by and through its duly elected Governing Authority (the “**County**”). The City and County are sometimes collectively referred to herein as the “**Parties**,” and each, a “**Party**.”

RECITALS

- A. On January 9, 2019, the City and County entered into an Intergovernmental Agreement to provide for the County’s use of the property located 3292 Buford Highway, Brookhaven, GA 30329 for “parking and use of the building, property, and premises by County public safety and emergency services, personnel, contractors, and sub-contractors.” (the “**Agreement**”). The Parties have amended and extended the Agreement multiple times previously.
- B. The Parties seek to further extend the Term of the Agreement through June 30, 2026, as provided herein.
- C. Capitalized terms used and not defined herein shall have their meanings under the Agreement. Upon execution of this Fourth Amendment by the Parties, all references to the “**Agreement**” shall be deemed to refer to the Agreement as modified by this Fourth Amendment and all prior amendments.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

- 1. **Extension of Term.** The Parties hereby extend the term of the Agreement through and including June 30, 2026, unless earlier terminated as provided in the Agreement.
- 2. **Conflict.** Except as expressly modified by this Fourth Amendment, all the terms and conditions of the Agreement and any amendment thereto shall remain unchanged and in full force and effect. In the event of any conflict between the terms of this Fourth Amendment and the terms of the Agreement and Amendment, the terms of this Fourth Amendment shall control.

3. **Severability/Governing Law.** In the event that any one or more of the provisions contained in this Fourth 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 Fourth Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Fourth Amendment shall be governed by, and construed in accordance with the laws of Georgia.

4. **Electronic Signature/Counterparts. “Electronic Copy” or “Electronic Signature”** means, as applicable, an electronic copy or signature complying with the laws of Georgia. This Fourth 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. All Parties agree that electronic means will not be used by any Party to modify or alter the content or integrity of this Amendment without the knowledge and consent of all other Parties. The Parties agree that the electronic signature of any Party to this Fourth Amendment shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Fourth Amendment. The Parties may execute and electronically deliver copies of this Amendment and/or counterpart signature pages, which electronic copies shall be equally as effective as delivery of originally-executed counterparts.

IN WITNESS WHEREOF, the City the County have caused this Fourth Amendment to be executed as of the date set forth below.

[SIGNATURES ON FOLLOWING PAGE]

This ____ day of November, 2024.

DEKALB COUNTY, GEORGIA

By: _____
Michael L. Thurmond
Chief Executive Officer

By: _____
Barbara Sanders, CCC
Clerk of the Board of Commissioners
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

By: _____
Darnell D. Fullum
Fire Chief, DeKalb County Fire Rescue

By: _____
Viviane H. Ernstes
Chief Legal Officer, DeKalb County

CITY OF BROOKHAVEN, GEORGIA

By: _____
John Park
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Sandra Bryant
City Clerk

By: _____
Jeremy Berry
City Attorney

