

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
RELATED TO THE MALL AREA TAD

This First Amendment to Intergovernmental Agreement related to the Mall Area TAD (the "First Amendment") is made and entered into as of the ___ day of _____, 2023, (the "Effective Date") by and between the UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA (the "County") and the CLARKE COUNTY SCHOOL DISTRICT (the "School District").

RECITALS:

WHEREAS, the County and the School District have previously entered into that Intergovernmental Agreement dated as of September 27, 2021, (the "Agreement") related to the Mall Area TAD; and

WHEREAS, Section 3.1 of Article III of the Agreement sets forth the term of the Agreement; and

WHEREAS, the County and the School District desire to amend Subsection (i) of Section 3.1 of Article III of the Agreement so as change the date set forth in Subsection (i) from "December 31, 2040" to "August 30, 2053";

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the School District, intending to be legally bound, hereby agree as follows:

1. Subsection (i) of Section 3.1 of Article III of the Agreement is hereby amended by deleting "December 31, 2040" and replacing it with "August 30, 2053" conditioned upon the Mayor and Commission approving the Community Benefits Agreement for the Mall Area Redevelopment Project and the Planned Development ("PD") for the Mall Area Redevelopment Project on Tuesday, February 21, 2023, and conditioned upon all of the following elements being included in the CBA as requested by the Board of Education:

a. On or before February 21, 2023, the County approves a Community Benefits Agreement ("CBA") with The Leaven Group LLC ("Developer").

b. Said CBA contains substantially the following provisions:

(i) Developer will provide 4,000 square feet of newly renovated mall space for use as a day care center. The day care center will be leased to an operator of the daycare center for the Term at a base rental of \$100/year, provided, however, that if no qualified daycare operator has entered into a lease within 5 years, this commitment lapses and the space goes back to the developer. Similarly, the space goes back to the developer if at any time the space ceases to be used for daycare for a period of one year or more. The developer will also pay cost of buildout in the space up to \$50 per square foot; the daycare operator would be responsible for any costs over and above that amount. The daycare operator will also be required to pay a customary share of common area maintenance (CAM), taxes, charges and assessments, utilities, and other common area expenses, the same as other tenants.

(ii) The developer shall agree to a covenant whereby it will offer to rent Affordable

Housing Units to employees of CCSD on a basis that, to the extent legally permissible, affords such employees a priority thereto.

(iii) The developer will also encourage its contractors and subcontractors to grant internships to CCSD students.

(iv) The developer will make good faith efforts to provide afford minority and female business enterprises the opportunity to participate in each Phase of business opportunities that relate to the acquisition, design and construction of the Project, including hosting a pre-construction job opportunity fair, soliciting minority and female business bid participation and advertising in the local newspaper of general circulation, and ensuring that all bids are accepted and considered, provided that bid selections shall be based on qualifications and comparative pricing.

c. In the event the CBA has any provision whereby the Verification Agent's determination that a cost is not a Reimbursable Project Cost may be appealed to and modified or reversed by any elected official, employee, or appointee of County, or any group composed in part or whole of such persons, the CBA shall further provide that any such modification or reversal of the Verification Agent's determination is effective only if approved by CCSD, acting by and through its Board of Education.

2. Except as amended hereby, all of the provisions of the Agreement shall remain of full force and effect.

IN WITNESS WHEREOF, the County and the School District have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

UNIFIED GOVERNMENT OF ATHENS-CLARKE
COUNTY, GEORGIA

Mayor

Clerk of Commission [SEAL]

CLARKE COUNTY SCHOOL DISTRICT

Dr. LaKeisha Gantt, Board President

Dr. Robbie P. Hooker, Superintendent and Secretary
[SEAL]