

February 28, 2018

STATE OF GEORGIA
COUNTY OF DEKALB

**AMENDMENT NO. 1
TO
CONTRACT NO. 1092034**

THIS AMENDMENT is made and entered into this ____ day of _____, 2018, by and between the Housing Authority of the City of Decatur, Georgia and the Housing Authority of DeKalb County organized and existing under the laws of the State of Georgia, (hereinafter referred to as “Lessor” or “Landlord”), and DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County” or “Lessee” or “Tenant.”)

WITNESSETH:

WHEREAS, County and Landlord have previously entered into a certain Contract dated January 5, 2018, (DeKalb County Contract No. 1092034), (hereinafter referred to as the “Agreement” or “Lease”) for the public benefit and for public purposes; and,

WHEREAS, the County and Landlord desire to amend the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

I. The Agreement is hereby amended as follows:

A. SECTION II.

DELETE SECTION II IN ITS ENTIRETY.

REPLACE SECTION II WITH THE FOLLOWING IN ITS ENTIRETY:

The term of this Lease shall begin on the date of execution by the parties hereto (the “Commencement Date”). Subject to and upon the conditions set forth herein, or in any exhibit or addendum hereto, this Lease, upon the complete execution by all parties, is for an initial term of twelve (12) months. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year it was executed and at the close of each succeeding calendar year it may be renewed, as required by O.C.G.A. § 36-60-13, as amended, unless earlier

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terminated in accordance with the termination provisions of this Agreement.

This Lease may be automatically renewed for four (4) successive one (1) year periods, for a total term of five (5) years, following the expiration of the initial term on the one year anniversary of the Commencement Date, upon the same terms and conditions, as provided for in this Agreement, unless previously terminated by Lessor or Lessee.

B. SECTION III, SUBSECTION A.

DELETE FIRST THREE PARAGRAPHS OF SUBSECTION A IN ITS ENTIRETY.

REPLACE FIRST THREE PARAGRAPHS OF SUBSECTION A WITH THE FOLLOWING IN ITS ENTIRETY:

The total monetary obligation of the County for the first year of the lease shall not exceed One Hundred Twenty-One Thousand, Six Hundred Seventy-Six and No/100ths Dollars (\$121,676.00) per annum, in equal installments of Ten Thousand One Hundred Thirty-Nine and 67/100ths Dollars (\$10,139.67.00) per month (the "Base Rental"), to be paid without notice or demand, on the first day of each month, in advance. The Base Rental will also be used for any period of this lease during the calendar year of execution.

Any installment of Rent accruing under the provisions of this Lease, which shall not be paid within ten (10) days of the due date, shall bear interest at a rate equal to five percent (5%) from the date when the same is due until the same shall be paid, but if such rate exceeds the maximum interest rate permitted by law, such rate shall be reduced to the highest rate allowed by law under the circumstances.

Lessor and Lessee agree that the Base Rental stated herein shall be adjusted at each automatic renewal date (which occurs on the yearly anniversary of the Commencement Date) to increase by 3% of the annual rental rate paid the previous year.

C. SECTION III, SUBSECTION B.

DELETE LAST SENTENCE OF SUBSECTION B IN ITS ENTIRETY.

D. SECTION IV.

DELETE SECTION IV IN ITS ENTIRETY.

REPLACE SECTION IV WITH THE FOLLOWING IN ITS ENTIRETY.

If the Tenant fails to renew the lease within the first three years of the agreement, the termination fees to owner to recover costs of improvements will be as follows:

- a. At any time before the first anniversary of the Commencement Date: payment of \$15,000.00.
- b. At any time from the first anniversary of the Commencement Date but before the second anniversary of the Commencement Date: payment of \$10,000.00.
- c. At any time from the second anniversary of the Commencement Date but before the end of the third anniversary of the Commencement Date: payment of \$5,000.00.

E. EXHIBIT A, SECTION 9.

DELETE SECTION 9 IN ITS ENTIRETY.

REPLACE SECTION 9 WITH THE FOLLOWING IN ITS ENTIRETY.

Should the Landlord, for any reason whatsoever, be unable to deliver possession of the said rental Premises to the Tenant by January 15, 2018, this agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise the aforestated option, then it is agreed by the parties hereto that there shall be a total abatement of rent during the period between January 15, 2018 and the time the Landlord delivers possession of the Premises to the Tenant.

F. EXHIBIT A, SECTION 11.

DELETE SUBPARAGRAPH A OF SECTION 11 IN ITS ENTIRETY.

REPLACE SUBPARAGRAPH A OF SECTION 11 WITH THE FOLLOWING IN ITS ENTIRETY:

Property Insurance. All risk property insurance including theft, sprinkler leakage, and boiler and machinery coverage on all of Tenant's trade fixtures, furniture, inventory, and other personal property in the Premises, and on any alterations, additions, or improvements made by Tenant upon the Premises all for the full replacement cost thereof. Tenant shall use proceeds from such insurance, first, for the restoration of Tenant's improvements, alterations, and additions to the Premises and, second, any remainder for the replacement of trade fixtures, furniture, inventory, and other personal property. Landlord shall be named as loss payee with respect to alterations, additions, or improvements of the Premises.

G. EXHIBIT A, SECTION 17.

DELETE LAST TWO SENTENCES OF SUBPARAGRAPH B OF SECTION 17 IN ITS ENTIRETY.

REPLACE LAST TWO SENTENCES OF SUBPARAGRAPH B OF SECTION 17 WITH THE FOLLOWING SENTENCES:

Cost is estimated for buildout to be Fifty Thousand and 00/100ths Dollars (\$50,000.00). Landlord will accept the cost of buildout, but a \$12,500.00 Property Management Fee must be paid by tenant to Landlord in advance of Commencement.

H. EXHIBIT A, SECTION 20.

DELETE SECTION 20 IN ITS ENTIRETY.

REPLACE SECTION 20 WITH THE FOLLOWING IN ITS ENTIRETY:

Landlord will pay for electric, water, and sewer. Landlord will pay for normal trash collection using a standard dumpster. Removal of furnishing or other large items brought by the Tenant to the Premises will be the sole responsibility of the Tenant. Tenant shall not remove or alter existing wiring even if additional wiring is added to serve the Tenant's needs in the space.

I. EXHIBIT A, SECTION 24.

DELETE SECTION 24 IN ITS ENTIRETY.

REPLACE SECTION 24 WITH THE FOLLOWING IN ITS ENTIRETY:

With the express consent of the Landlord first having been obtained, the Tenant may make, at Tenant's own expense, such improvements, erections and alterations as are necessary to adapt the Premises for the conduct of the Tenant's business. All erections, additions and improvements, whether temporary or permanent in character made in or upon the Premises, either by Tenant or Landlord, shall be Landlord's property, and shall remain upon the Premises at the termination of said term by lapse of time or otherwise, without compensation to Tenant. Tenant's fixtures, equipment, appliances and movable furniture shall remain Tenant's property.

Directional Signage is located in the lobby and will be provided by the Landlord. With the express consent of the Landlord first having been obtained, the Tenant may make, at Tenant's own expense, changes to Signage.

J. EXHIBIT A, SECTION 28.

DELETE SECTION 28 IN ITS ENTIRETY.

REPLACE SECTION 28 WITH THE FOLLOWING IN ITS ENTIRETY:

Normal business hours are anticipated to be 7:00 a.m. to 6:00 p.m., Monday through Friday. If Tenant proposes public access on the weekends or significantly after hours, then Tenant would bear responsibility for the operating costs for the time involved and for the provision of building staff for access to and closure of the Building.

II. NO ADDITIONAL MODIFICATION. Except as expressly modified and amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed, signed, and delivered this Amendment in triplicate the day, month, and year first above written; each of the said parties keeping one of the copies hereof.

**HOUSING AUTHORITY OF THE CITY OF
DECATUR, GEORGIA**

By: _____ (SEAL)
Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

NOTARY:

Signed, sealed and delivered in the presence of:

(Seal)
Notary Public

My Commission Expires:

HOUSING AUTHORITY OF DEKALB COUNTY

By: _____ (SEAL)
Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

DEKALB COUNTY, GEORGIA

_____ **by Dir.**(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

Department Director

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)