



DeKalb County Government

Manuel J. Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

Agenda Item

File ID: 2021-3067

Substitute

9/28/2021

Public Hearing: YES NO

Department: Chief Executive Office

SUBJECT:

Commission District(s): All

Adoption of an Amendment to the Emergency Agreement for Provision of Professional Services with the Housing Authority of the County of DeKalb, Georgia, for assistance with the Tenant Landlord Assistance Coalition.

Information Contact: Zachary L. Williams, COO/Executive Assistant

Phone Number: 404-371-2426

PURPOSE:

To adopt the Amendment to the Emergency Agreement for Provision of Professional Services with the Housing Authority of the County of DeKalb, Georgia, for assistance with the Tenant Landlord Assistance Coalition that will extend the term to March 31, 2022, a full year long term, and the overall cost to \$400,560.

NEED/IMPACT:

The Federal Government allocated \$21,622,063.20 Emergency Rental Assistance Program funding to DeKalb County to assist in addressing the rental crises affecting the nation.

The ERAP program provides that payments from the Fund may only be used to cover costs incurred beginning in March 2020 for certain purposes, including rental and utilities assistance.

This action appropriates an additional \$133,520.00 in ERA funding to the Housing Authority of the County of DeKalb, Georgia for implementation of the attached Amendment No. 1 to the Professional Services Agreement in furtherance of the Tenant Landlord Assistance Coalition goals and objectives, to pay for the additional four months added to the term of the Agreement.

FISCAL IMPACT:

This action appropriates an additional \$133,520 in ERA funding to the Housing Authority of the County of DeKalb, Georgia for implementation of the attached Amendment No. 1 to the Professional Services Agreement in furtherance of the Tenant Landlord Assistance Coalition goals and objectives, to pay for the additional four months added to the term of the Agreement.

RECOMMENDATION:

To authorize the extension of the County's Agreement with Housing Authority of the County of DeKalb, Georgia and authorize the chief executive officer to execute all necessary documents.

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**AMENDMENT NO. 1
TO
CONTRACT NUMBER 1248319
EMERGENCY CONTRACT FOR PROFESSIONAL SERVICES
DEKALB TENANT LANDLORD ASSISTANCE COALITION**

THIS AMENDMENT by and between **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the “County” or “DeKalb County”), and the **HOUSING AUTHORITY OF THE COUNTY OF DEKALB, GEORGIA**, a public body corporate and politic organized and existing under the laws of the State of Georgia, (hereinafter referred to as “Contractor”)

WITNESSETH:

WHEREAS, County and Contractor previously entered into a certain Contract identified as DeKalb County Contract Number 1248319 in April 2021, (hereinafter referred to as the “Agreement” or “Contract”) to provide Services to the DeKalb County; and,

WHEREAS the County and the Contractor desire to amend Article I. Section 2. Contract Time and Term of said Contract and Section 8. Compensation.

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 Contract is hereby amended as follows:

A. DELETE SECTION 2 in its entirety. **INSERT REVISED SECTION 2** as follows:

Section 2. Term of Agreement. This Agreement shall be effective and the Contractor shall perform the Scope of Work under this Agreement commencing as of the Effective Date under the terms as provided herein. The Agreement shall terminate on March 31, 2022, unless earlier terminated or otherwise changed or extended by Change Order approved and

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executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor, in accordance with the terms of this Agreement.

B. **DELETE SECTION 8** in its entirety. **INSERT REVISED SECTION 8** as follows:

Section 8. Compensation. As payment for the faithful performance of this Agreement, the County shall pay the Contractor an aggregate amount not to exceed Four Hundred Thousand Five Hundred Sixty Dollars and No/100ths (\$400,560.00) (the “Contract Price”), unless changed by written Change Order (as defined below) in accordance with the terms of this Agreement.

The term “Change Order” shall mean a written order authorizing a change in the Scope of Work, an adjustment in Contract Price to Contractor, or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from requirements of Governing Authority adoption, and approval in accordance with the express terms of this Agreement. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order increasing the Contract Price so long as the amount of each Change Order increasing the Contract Price does not exceed twenty thousand dollars (\$20,000.00) or ten percent (10%) of the Contract Price, whichever is less. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Agreement.

The County agrees to pay Contractor a monthly fee in the amount of \$33,380.00, to be payable by the County on or by the 15th day of the month, commencing the first month of the Effective Date of this Agreement and continuing through the Term of this Agreement or the earlier termination thereof as provided herein, for fees and expenses incurred by Contractor for performing those ordinary and regular services and expenses set forth in the Scope of Work

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attached in **Attachment A** and made a part hereof. The Authority shall submit invoices to DeKalb County on or by the 1st day of each month and the County agrees to pay the Authority by the 15th day of the month. Monthly Payments shall be made no later than fifteen (15) days after submittal of an undisputed invoice.

To the extent there are services requested by County outside the ordinary services set out in the Scope of Work, the County will be required to pursue changes under Section 13 hereof for Additional Work of Contractor.

Invoice(s) must be submitted by the Contractor as follows:

A. Original invoice(s) must be submitted to:

DeKalb County, Georgia
Accounting Services
1300 Commerce Drive, 3rd Floor
Decatur, Georgia 30030

B. A copy of the invoice(s) must be submitted to:

Clerk of Court
DeKalb County State Court
556 N. McDonough Street, Suite 210
Decatur, Georgia 30030

II. NO ADDITIONAL MODIFICATION. All other terms and conditions of the Contract remain unchanged and in full force and effect. The terms and conditions contained in this Amendment No. 4 shall govern over any inconsistent terms and conditions contained in the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed in three (3) counterparts, each to be considered as an original by their authorized representative.

HOUSING AUTHORITY OF THE COUNTY OF DEKALB, GEORGIA

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Signature

By: _____(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Name: (Typed or Printed)

Date:

Title:

ATTEST:

Federal Tax I.D. Number

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

Date:

APPROVED AS TO FORM:

ATTEST:

Signature

VIVIANE H. ERNSTES
County Attorney Signature

Name (Typed or Printed)

County Attorney Name (Typed or Printed)

Title

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