

**STATE OF GEORGIA**

**COUNTY OF DEKALB**

**AMENDMENT NO. 1  
TO  
CONTRACT NO. 1075460**

**THIS AMENDMENT** by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter referred to as the "County"); and Access to Capital for Entrepreneurs, Inc. ("ACE") a not-for-profit corporation, chartered in the State of Georgia, acting by and through its duly elected Board of Directors (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, County and Contractor have previously entered into a certain Contract dated August 27, 2017, (DeKalb County Contract No. 1075460) (hereinafter referred to as the "Agreement" or "Contract") to operate a CDBG Revolving Loan Fund Program that will serve small businesses in DeKalb County;

**WHEREAS**, said Contract shall expire on December 31, 2018; and,

**WHEREAS**, the County and the Contractor desire to amend said Contract.

**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.** **ARTICLE II. DELETE ARTICLE II** in its entirety. **INSERT REVISED ARTICLE II** as follows:

The CORPORATION agrees to perform the activities and comply with the

requirements stated on Exhibit A, which is attached hereto and by reference made a part hereof, as a vendor to the COUNTY and but shall by no term or provision of the CONTRACT be deemed as a sub-recipient of CDBG.

B. ~~ARTICLE VI. ARTICLE VI. DELETE ARTICLE VI~~ in its entirety. **INSERT REVISED ARTICLE VI** as follows:

**ARTICLE VI.** The CORPORATION shall be responsible from the time of signing the CONTRACT, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of the COUNTY. The CORPORATION shall exonerate, indemnify, and save harmless the COUNTY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this CONTRACT or by conditions created thereby or arising out of or any way connected with work performed under this CONTRACT and shall assume and pay for, without cost to the COUNTY, the defense of any and all claims, litigation, and actions suffered through any act or omission of the CORPORATION, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The CORPORATION expressly agrees to defend against any claims brought or actions filed against the COUNTY where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. The CORPORATION shall not be responsible for the acts and omissions of agents of the COUNTY.

C. **ARTICLE VII. DELETE PARAGRAPH 2** in its entirety. **INSERT REVISED PARAGRAPH 2** as follows:

**ARTICLE VII, PARAGRAPH 2.** Each loan extended by the CORPORATION shall have a clause in the note executed by the borrower indicating that the loan is assigned to DeKalb County Government and that further assignment or sale of the note cannot be made without prior written consent of DeKalb County Government. The CORPORATION shall retain electronic records for all loan applications.

D. **ARTICLE VII. INSERT PARAGRAPH 3** as follows:

**ARTICLE VII, PARAGRAPH 3.** The COUNTY shall be solely responsible for ensuring that the revolving loan fund program and the loans pursuant thereto comply with HUD, CDBG and DeKalb County compliance regulations, including but not limited to the documentation of said compliance.

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.1 shall govern over any inconsistent terms and conditions contained in the Agreement.

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in three (3) counterparts, each to be considered as an original by their authorized representatives, each to be considered as an original by their authorized representatives on this 19 day of December, 2017.

**ACCESS TO CAPITAL FOR ENTREPRENEURS, INC.**

**DEKALB COUNTY, GEORGIA**

By: [Signature] (SEAL)  
Signature

[Signature] by Dir. (SEAL)

Grace C Fricks  
Name (Typed or Printed)

MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

President and CEO  
Title

12-17-17  
Date

58-2383669  
Federal Tax I.D. Number

**ATTEST:**

**ATTEST:**

[Signature]  
Signature

[Signature]

Joshua Brackett  
Name (Type or Printed)

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

CFO  
Title

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

[Signature]  
Department Director  
4 Dec 2017

[Signature]  
Supervising Attorney Signature  
Terri N. Gordon  
Supervising Attorney Name (Typed or Printed)