

AMENDMENT TO

RFP 23-533 REAL ESTATE ADVISORY SERVICES AGREEMENT DATED NOV. 19, 2021

This AMENDMENT to the REAL ESTATE ADVISORY SERVICES AGREEMENT (hereinafter “Amendment”) by and between DUDLEY THOMAS SPADE SRE, LLC (hereinafter “INDEPENDENT CONTRACTOR”) and DEKALB COUNTY SCHOOL DISTRICT (hereinafter “DCSD”). INDEPENDENT CONTRACTOR and DCSD are collectively referred to herein as the “Parties” and singly, as a “Party.”

RECITALS

WHEREAS, INDEPENDENT CONTRACTOR and DCSD entered into a Real Estate Advisory Services Agreement Effective November 19, 2021 (the “Agreement”);

WHEREAS, the Parties hereto desire to amend the Agreement to modify the Agreement terms, as more fully set forth below;

NOW THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. Section 2.3 of the Agreement is hereby amended by deleting the section in its entirety and substituting the following:

“2.3 Total Obligation. Pursuant to O.C.G.A. Section 20-2-506(b), DCSD’s total obligation under this Agreement is as follows:

2023-2024 Not to exceed **\$300,000 for non-brokerage services”**

2. Section 6 of the Agreement is hereby amended by deleting the section in its entirety and substituting the following:

“6.1 **Invoices**. The Service Provider shall submit invoices, to DCSD, for services rendered pursuant to the attached Exhibit “A” and Exhibit “B.” Invoices approved by DCSD for work completed will be paid by DCSD within thirty (30) days after receipt of the invoice from the Service Provider. All invoices submitted by Service Provider shall be submitted to: Mr. Eric Cannady, Accounts Payable Manager III, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

6.2 **Agreement Price**. DCSD shall pay, and the Service Provider shall accept, as full and complete payment for the Contractor’s timely performance of its non-brokerage obligations hereunder the hourly rates provided in Exhibit “B” as the Proposed Fee Schedule up to the not-to-exceed amount listed in Section 2.3. Such Services shall be requested on an “As Needed” basis with a maximum number of hours agreed upon by the parties. Neither this hourly rate nor the not-to-exceed amount set forth in Section 2.3 shall be modified except where evidence acceptable to

DCSD of changed market conditions and indices is produced. Any such proposed price escalation/de-escalation shall only take effect on the annual renewal of this Agreement and must be presented in writing with substantial proof to DCSD, for approval, a minimum of ninety (90) days prior to taking effect. Fees for brokerage services will be billed separately and are to be paid from the proceeds of the transaction.”

3. No Other Amendments. Except as expressly provided in this Amendment, each of the terms and provisions of the Service Agreement shall remain in full force and effect in accordance with their terms. From and after the date of this Amendment, all references in the Agreement or in any of the schedules or instruments executed in connection therewith, to the “Agreement” or to the “Contract,” as between the Parties only, shall be deemed to be references to the Agreement, as amended by this Amendment.
4. Ratification of Agreement. The Agreement, as modified by the amendments provided for herein, is hereby ratified, confirmed and adopted, and shall continue in full force and effect.
5. Binding Effect. This Amendment shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against all the Parties and their respective legal representatives, successors and permitted assigns.
6. Severability. If any section, or portion thereof, of this Amendment is held to be unenforceable by a court of competent jurisdiction, or any governmental body duly authorized by law, such holding shall in no way affect the remainder of this Amendment but said unenforceable provision shall be as though it were never included herein, provided that such changes do not wholly frustrate the primary purpose of this Amendment.
7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Original signatures hereto may be delivered by facsimile or by electronic transmission in .PDF or .TIF format which shall be deemed originals.

IN WITNESS WHEREOF, this Amendment has been signed by each of the Parties hereto as of the date set forth above.

DEKALB COUNTY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR

By: _____

By: _____

Name: Dr. Devon Q. Horton

Name: _____

Title: Superintendent

Title: _____

Date: _____

Date: _____