



Guilford County

CONTRACT AGREEMENT

| COUNTY | PROVIDER |
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| <p>Guilford County 301 West Market Street Greensboro, NC 27401</p> <p>Telephone No: 336-641-3852 Attention: Tiffany Johnson</p> <p>Contract No: 223 Parent Contract No: 0</p> | <p>REISENWEAVER COMMUNICATIONS, INC. 800 Megahertz Drive Winston Salem, NC 27107</p> <p>Fred Taylor 441-9191 650-1124 FTaylor@rcscom.com</p> <p>Attention: Fred Taylor</p> |

HIGHLIGHT INFORMATION

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| <p>Contract Purpose: Basic Vehicle Maintenance & Repair Services</p> <p>Effective Date: July 1, 2017</p> <p>Contract Type: PRICE ONLY SERVICE</p> <p>Contract Amount: 120,000.00</p> | <p>Expiration Date: June 30, 2018</p> <p>Contract Subtype:</p> <p>Event Number:</p> |
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CONTRACT LINES

| Line No | Percent | Item Description | Acct Unit | Account | Base Cost | UOM | Amount |
|---------|----------|---------------------------|-----------|---------|---------------|-----|--------------|
| 1 | 100.000% | Basic Vehicle Maintenance | 310002 | 53120^0 | \$120,000.000 | YR | \$120,000.00 |

THIS CONTRACT is hereby made, entered into, and effective as of July 1, 2017, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and REISENWEAVER COMMUNICATIONS, INC., RCS Communications Group hereinafter referred to as the “PROVIDER,” and also collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into a CONTRACT on July 1, 2013, and revised it on July 1, 2016, whereby the PROVIDER agreed to provide the following goods and/or service(s) to the COUNTY: Basic Vehicle Maintenance & Repair Services

WHEREAS, the initial Contract may be revised or modified with a written Contract executed by both Parties; and,

WHEREAS, the Parties now wish to modify the terms of the Contract by extending the Contract period from July 1, 2017, through June 30, 2018.

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this Contract, the following changes are hereby made to the initial Contract as follows:

- 1. CONTRACT TERM.** The effective period of this Contract for is hereby extended from July 1, 2017, through June 30, 2018 under the same terms and conditions as set forth in the initial Contract, as revised. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.
- 2. GOODS AND/OR SERVICES AND CHANGES.** The Parties hereby agree that the goods and/or services provided by the PROVIDER to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract executed by the Parties.
- 3. PRICING.** As full consideration for the PROVIDER'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts as listed in the initial Contract and as stated in this Contract, as applicable.
- 4. PAYMENT.** Although the COUNTY is not financially committed by this Contract to purchase any minimum amount of goods and/or services, the financial exposure to the COUNTY is not expected to exceed \$120,000.00, and in any event payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. §159. Payment will be made to the PROVIDER by the COUNTY within thirty (30) days of receipt of a correct, itemized invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.
- 5. APPROPRIATION.** This Contract is subject to annual appropriation of funds by the Guilford County Board of Commissioners or other funding source, pursuant to N.C.Gen. Stat. §153A-13.
- 6. TERMINATION.** As stated in the initial Contract, either Party may terminate this Contract for any reason and without penalty, upon 30 days written notice to the other Party. All goods and/or services provided and accepted as of the date of termination will be paid for; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by the COUNTY will be promptly refunded to the COUNTY by the PROVIDER within thirty (30) days of date of termination of this Contract.
- 7. JURISDICTION.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The PROVIDER will comply with bid restrictions, if any, and applicable laws, including N.C. Gen. Stat. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.
- 8. IRAN DIVESTMENT ACT OF 2015.** Whereas, N.C. Gen. Stat. §147-86.59 requires that a State agency or political subdivision of the State must require persons attempting to contract therewith, including contract renewals or assumptions, to certify that the persons or the assignees are not identified on the list created by State Treasurer pursuant to N.C. Gen. Stat. §147-86.58. Effective as of the date of this Contract, and in accordance with N.C. Gen. Stat. §147, Article 6E entitled "Iran Divestment Act," each Party hereby certifies that it is not identified on the Final Divestment List created by the State Treasurer, which list of persons the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.
- 9. PRIOR AGREEMENTS.** All other provisions of the initial Contract and subsequent modifications and revisions, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.

(Remainder of page intentionally left blank)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing, Guilford County Manager

Guilford County Clerk to Board

(COUNTY SEAL)

RCS WIRELESS TECH

ATTEST:

President

Corporate Secretary

Printed Name: _____

Printed Name: _____

(CORPORATE SEAL)

No Corporate Seal Exists

This contract does not create an obligation to purchase and, therefore, has not been preaudited. Purchases under this contract shall only be made pursuant to purchase orders, each of which will contain a preaudit certificate.

Guilford County Finance Director