



**THIS CONTRACT** is hereby made, entered into, and effective as of September 1, 2020, by and between **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “**COUNTY**,” and **INFOR (US), INC.**, hereinafter referred to as the “**COMPANY**,” and also collectively referred to as the “**Parties**.”

**W I T N E S S E T H:**

WHEREAS, the Parties entered into a **CONTRACT** on April 1, 2017 (CM30), whereby the **COMPANY** agreed to provide the following goods and/or service(s) to the **COUNTY**:

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 September 1, 2020 through August 31, 2021.

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 is hereby extended from September 1, 2020, through August 31, 2021, 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 **COMPANY** to the **COUNTY** hereunder will remain the same as included in the initial Contract, except as revised by written Contract executed by the Parties. Certain goods and/or services and pricing provided hereunder are hereby changed as stated in Attachment A, which is attached hereto and incorporated herein by reference and made a part of this Contract.

**3. PRICING.** As full consideration for the **COMPANY**’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.** Payment will be made to the **COMPANY** 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. MAXIMUM EXPOSURE CONTRACT.** The maximum financial exposure to the **COUNTY** for all goods and/or services hereunder is not to exceed \$472,500.01.

**6. 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.

**7. TERMINATION.** Either Party may terminate this Agreement for any reason and without penalty upon thirty (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 AGENCY within thirty (30) days of date of termination of this Contract.

**8. JURISDICTION.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The COMPANY 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. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as Attachment B.

**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.

**(This Remainder of the Page is 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

Date \_\_\_\_\_

Robin Keller  
Guilford County Clerk to Board

INFO (US), INC.

WITNESS:

Title: \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(CORPORATE SEAL)

No Corporate Seal Exists ☐

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Harley Will  
Guilford County Finance Director