

**THIS CONTRACT is hereby made, entered into, and effective March 1, 2021, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and MARK D. BARDILL, P.C. D/B/A ZACCHAEUS LEGAL SERVICES, 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 or about February 2, 2021, for a term beginning December 1, 2020, whereby the ATTORNEY agreed to provide Tax Foreclosure Attorney Services; and,

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.

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

**1. CHANGES.** Section 21 entitled “Appropriation” is replaced by a new Section 21 which reads as follows:

**“Price Only Contract/Appropriation.** The County is not financially committed by this Contract to purchase any minimum amount of services. The financial exposure to the County under the provisions of this Contract and the former contract between County and Attorney, combined, is not expected to exceed \$500,000.00 in any fiscal year and in any event payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. Chapter 159. Additionally, this agreement is subject to annual appropriation of funds by the Guilford County Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.”

Section 15 entitled “Exclusivity” is replaced by a new Section 15 which reads as follows:

**“Exclusivity.** Notwithstanding any other provision in this agreement, including but not limited to Section 1. entitled “Assignments,” County is not required to utilize Attorney’s services on an exclusive basis and retains the right to utilize its own or other retained attorneys to provide tax foreclosure services to the extent that it chooses.”

**2. 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 therein.

(The remainder of this page is intentionally left blank.  
This Contract continues with signatures on the following page.)

COUNTY:

---

County Manager

ATTEST:

---

Clerk

ATTORNEY:

---

President, Mark D. Bardill, P.C.

ATTEST:

---

Secretary

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

---

County Finance Director