

**GUILFORD COUNTY CONTRACT NO. 29743-05/15-010 amendment 2
EMMANUEL SENIOR ENRICHMENT CENTER, INC. (CONTRACTOR)**

STATE OF NORTH CAROLINA
GUILFORD COUNTY

THIS CONTRACT AMENDMENT is hereby made, entered into, and effective as of this 1st day of May, 2016, by and between the **GUILFORD COUNTY ON THE BEHALF OF IT'S DEPARTMENT OF HEALTH AND HUMAN SERVICES**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY" and the **EMMANUEL SENIOR ENRICHMENT CENTER, INC.**, hereinafter referred to as the "CONTRACTOR," 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 July 1, 2015, amended it on February 1, 2016, and amended on May 1, 2016 whereby the CONTRACTOR agreed to provide the following goods and/or services to the COUNTY:

Adult Day Care and Transportation

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

WHEREAS, the Parties now wish to amend the terms of the Contract by extending the Contract period from July 1, 2015, through June 30, 2016.

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

- 1. Contract Term.** The effective period of this Contract for **Adult Day Care and Transportation** is hereby extended for the period July 1, 2015 through June 30, 2016, under the same terms and conditions as set forth in the initial Contract, as amended herein. 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 CONTRACTOR to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract Amendment executed by the Parties.
- 3. Pricing.** As full consideration for the CONTRACTOR delivery of the goods and/or services, the COUNTY has increased the amount of this contract from **\$88,833.10 to \$115,282.93** for the 2015-2016 fiscal year. This amount consists of **\$75,688.02** in Federal funds (HCCBG), **\$27,286.99** in State Funds (SSBG), and/or **\$12,307.92** in COUNTY funds.
- 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 **\$115,282.93** and in any event payment will be made only from budgeted funds in accordance with N.C.G.S. §159.
- 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.G.S. Chapter §153A-13.
- 6. Termination.** The initial Contract states either Party may terminate this Contract 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 PROVIDER within thirty (30) days of date of termination of this Contract.

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Jurisdiction: The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §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.

All other provisions of the initial Contract, as amended herein, 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.

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR have set their hands and seals, all pursuant to authority duly granted as of the day and year first above written.

CONTRACTOR NAME: EMMANUEL SENIOR ENRICHMENT CENTER, INC.

Signature Date

Printed Name Title

ATTEST/WITNESS: _____

Printed Name: _____

Title: Corporate Secretary

(ATTACH CORPORATE SEAL)

GUILFORD COUNTY

ATTEST:

Marty K. Lawing Date
County Manager

Robin Keller Date
Clerk to Board

(COUNTY SEAL)

This Contract does not create financial commitment 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.

Signature Date
Printed Name: N. Reid Baker, III, Guilford County Finance Director