



GUILFORD COUNTY CONTRACT NO. 90001409
Parent Contract No. CM 1409

THIS CONTRACT (“SECOND ADDENDUM”) is hereby made, entered into, and effective as of January 7, 2021, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and NORTH STATE SECURITY GROUP, LLC DBA NORTH STATE COMPANY POLICE, hereinafter referred to as the “COMPANY,” and also collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into a CONTRACT on June 21, 2019, and revised on December 21, 2020,, ("the First Addendum") whereby the COMPANY agreed to provide Company Police 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 as previously modified by the First Addendum, to add up to a further fifteen (15) Unarmed Security Officers (thus providing for up to thirty (30) Unarmed Security Officers total), at least six (6) of which will be x-ray trained, to be assigned to the Guilford County locations; and,

WHEREAS, the financial exposure to the COUNTY for these further up to fifteen (15) officers is \$18.89 per hour for the pay rate of \$11.00 to \$12.00 per hour; and

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

CHANGES:

The Parties agree to amend paragraph **1. Goods and Services** of the initial contract, to include Exhibit 1, attached hereto and incorporated by reference. All previous goods and services described in the initial contract remain in full force and effect.

The Parties further agree to amend paragraph **2. Pricing** of the initial contract and replace in its entirety, the following:

2. PRICING. As full compensation for the COMPANY'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out herein and in Attachment B and Exhibit 1, which is attached hereto and incorporated herein by reference. Payment will be made by the COUNTY to COMPANY within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

Cost:

Company Police \$31.98 (Hourly Billing Rate) ***reduction from COMPANY proposal of \$32.48

The contractor will pay liquidated damages of \$12.00 per hour (prorated) for every hour of service that is not filled. Liquidated damages must be deducted from the billing for the period that the shortage occurred. ****reduction from COUNTY specifications

Additional Services (Exhibit 1):

On a 90-day temporary basis commencing December 21, 2020, up to thirty (30) Unarmed Security Officers (at least six (6) that will be x-ray trained) at \$18.89 per hour for the rate of pay of \$11.00 to \$12.00 per hour.

The Parties further agree to amend paragraph **3. Price Only Contract** and replace in its entirety, the following:

3. PRICE ONLY CONTRACT. 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 (1,504,573.83), (an increase of \$217,442.79 from the initial contract) and in any event payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. Chapter §159.

Should there be any discrepancy between the first 3 pages of this Second Addendum and Exhibit 1, the first three (3) pages of this Addendum, shall prevail and control.

JURISDICTION. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The AGENCY 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.

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.

