

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: AUGUST 22, 2016 AGENDA ITEM NUMBER: 6

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT AMENDMENT  
BETWEEN FORSYTH COUNTY AND MEADOWS & ADERHOLD, P.A. FOR TAX  
FORECLOSURE SERVICES  
(FORSYTH COUNTY TAX ADMINISTRATION)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

**SUMMARY OF INFORMATION:**

See attached

ATTACHMENTS:  YES  NO

SIGNATURE: *J. Dudley Clatta, Jr.* COUNTY MANAGER DATE: August 17, 2016

**RESOLUTION AUTHORIZING EXECUTION OF  
A CONTRACT AMENDMENT BETWEEN  
FORSYTH COUNTY AND MEADOWS & ADERHOLD, P.A.  
FOR TAX FORECLOSURE SERVICES  
(FORSYTH COUNTY TAX ADMINISTRATION)**

**BE IT RESOLVED** by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County and its Tax Administration Department, the attached contract amendment between Forsyth County and Meadows & Aderhold, P.A. to increase the contract amount to One Hundred Thousand Dollars (\$100,000), for tax foreclosure services, during fiscal year 2016-2017, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract amendment is incorporated herein by reference.

**BE IT FURTHER RESOLVED** that the County Manager is hereby authorized to execute, on behalf of Forsyth County, subsequent contracts or contract amendments with this Provider for these services within budgeted appropriations in current and future fiscal years, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this the 22<sup>nd</sup> day of August 2016.

NORTH CAROLINA                    )  
   )  
 FORSYTH COUNTY                    )                    **CONTRACT AMENDMENT**

THIS AMENDMENT, made and entered into this 7 day of June, 2016, by and between Forsyth County, North Carolina (hereinafter "County") and Meadows & Aderhold, P.A. (hereinafter "Provider"),

**WITNESSETH:**

Subject to the terms and conditions hereinafter set forth, the parties mutually agree to amend the contract between the parties whereby the Provider initiates and completes tax foreclosures referred by the County. Such contract includes the Agreement dated March 9, 2016 and the Attachment A Meadows and Aderhold Agreement dated March 9, 2016 (hereinafter collectively referred to as "contract").

1. Paragraph III of the contract is amended as follows:

"Total compensation to the Provider under the provisions of this Contract Amendment shall not exceed \$7,500.00 for the fiscal year ending June 30, 2016 and shall not exceed \$100,000.00 for the fiscal year ending June 30, 2017 unless said amounts are revised and approved by the parties by written contract amendment. With respect to tax foreclosures referred to Provider on or before the date of this Amendment, Provider agrees to do everything possible to resolve and/or complete such tax foreclosures on or before June 30, 2017."

2. Paragraph C of Attachment A of the contract is amended as follows:

"Total compensation to the Provider under the provisions of this Contract Amendment shall not exceed \$7,500.00 for the fiscal year ending June 30, 2016 and shall not exceed \$100,000.00 for the fiscal year ending June 30, 2017 unless said amounts are revised and approved by the parties by written contract amendment. With respect to tax foreclosures referred to Provider on or before the date of this Amendment, Provider agrees to do everything possible to resolve and/or complete such tax foreclosures on or before June 30, 2017."

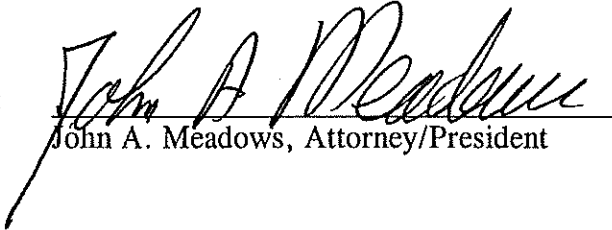
This Contract Amendment, and the rights and duties of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of North Carolina. To the extent that the provisions of this Contract Amendment conflict with the provisions of any previous contract or amendment between the parties, the provisions of this Contract Amendment shall supersede and replace all prior agreements and understandings of the parties. This Contract Amendment can be altered and amended only by further written agreement duly executed by the parties.

Each of the parties acknowledge that he or she has read this Contract Amendment and understands its contents and provisions; that it is a fair and reasonable agreement as to each of them, having due regard to the conditions and circumstances of the parties on the date hereof; that each has signed and executed this Contract Amendment freely and voluntarily and without fear, compulsion, duress, coercion, persuasion or undue influence exercised by either party upon the other or by any other person or persons upon either. In all other respects, the contract, except as amended, remains in full force and effect.

**IN WITNESS WHEREOF**, the parties have signed, sealed and acknowledged this Amendment in duplicate originals, one of which is retained by each of the parties.

This the 7 day of June, 2016.

Provider: **MEADOWS & ADERHOLD, P.A.**

By:   
John A. Meadows, Attorney/President

County: **COUNTY OF FORSYTH**

By: \_\_\_\_\_

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

7/13/2016

Date

  
Director of Finance