



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT # 110171.06

### SIXTH AMENDMENT TO MASTER PURCHASE AGREEMENT

**THIS SIXTH AMENDMENT** to the Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 1st day of July 2015 by and between Mecklenburg County, a North Carolina municipal corporation (the "County") and KOMPAN, Inc., a corporation doing business in the State of North Carolina (the "Company").

### STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.
- B. The County and the Company amended the Agreement on February 1, 2012 to incorporate price adjustments.
- C. The County and the Company amended the Agreement on January 1, 2013 to incorporate price adjustments and new products.
- D. The County and the Company amended the Agreement on August 1, 2013 to incorporate new products.
- E. The County and the Company amended the Agreement on March 1, 2014 to incorporate new products.
- F. The County and the Company amended the Agreement on February 1, 2015 to incorporate a price increase, and new products offered by the Company.
- G. The parties now desire to amend the Agreement by making certain changes and to the provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

### AGREEMENT

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- 2. Pursuant to Section 3 of the Agreement, the County wishes to exercise its option to renew the original Agreement for an additional one-year term to expire on September 16, 2016, unless earlier terminated in accordance with the terms of this Agreement.

3. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

KOMPAN, INC.

By: Shasta Bengene  
Title: VP, TREASURER

Attested:

By: Kathleen Hoffman  
Title: Staff Accountant

MECKLENBURG COUNTY:

By: J.R. Geyer  
Park and Recreation Director

Attested:

By: \_\_\_\_\_  
County/General Manager

By: \_\_\_\_\_  
Clerk to the Board

Approved As To Form:

By: \_\_\_\_\_  
County Attorney

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

By: \_\_\_\_\_  
Finance Director

Approved As To Insurance Requirements:

By: \_\_\_\_\_  
Risk Management



# Mecklenburg County

## Signature Page

**Contract Number:** 110171

**Amendment Number:** 06

**Contractor Name:** KOMPAN

**MECKLENBURG COUNTY:**

A handwritten signature in cursive script, appearing to read "Leslie Johnson".

**Leslie Johnson**  
Assistant County Manager

**No Pre-Audit Required.**

A handwritten signature in cursive script, appearing to read "Wanda Reeves".

**Wanda Reeves**  
Finance Director

**ATTEST:**

**APPROVED AS TO FORM:**

A handwritten signature in cursive script, appearing to read "Tyrone Wade".

**Tyrone Wade**  
County Attorney

**APPROVED AS TO INSURANCE  
REQUIREMENTS:**