

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

**SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF DURHAM AND THE
COUNTY OF DURHAM TO CONTRACT FOR A JOINT CRISIS COMMUNICATIONS PLAN**

This Amendment is made and entered into on this the ____ day of _____, 2025 ("Effective Date") between the CITY OF DURHAM, a North Carolina municipal corporation (hereinafter "City"), and the COUNTY OF DURHAM, a political subdivision of the State of North Carolina (hereinafter "County"). This Amendment is made and entered pursuant to Section 5 of the Original Agreement and Article 20 of Chapter 160A of the North Carolina General Statutes.

BACKGROUND

The City and the County entered into a contract titled "Interlocal Cooperation Agreement" between the City of Durham and the County of Durham to Contract for a Joint Crisis Communications Plan," dated January 1, 2024 ("the Original Agreement"). The City and the County amended the contract January 1, 2025 by a contract titled "First Amendment to Interlocal Cooperation Agreement between the City of Durham and the County of Durham to Contract for a Joint Crisis Communications Plan." That contract is referred to as the "First Amendment Contract."

AMENDED PROVISIONS

Pursuant to Section 5 of the Original Agreement, the Original Agreement is amended as follows:

1. In Section 3 (Term and Termination), the contract term is hereby extended to December 31, 2026.

Except as expressly amended herein, all terms and conditions of the Original Agreement shall remain unchanged and in full force and effect. In the event of a conflict or inconsistency among the following documents, the order of precedence will be: (1) this Amendment, (2) First Amendment and (3) the Original Agreement.

IN WITNESS WHEREOF, the City and County have authorized this Amendment to be executed and attested by their undersigned officers, to be effective from and after the date first written above.

ATTEST:

COUNTY OF DURHAM

Monica Toomer
Clerk to the Board

Claudia Hager
County Manager

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

Crystally Wright, Interim Chief Financial Officer
(Durham County)

ATTEST

CITY OF DURHAM

By: _____

Preaudit certification, if required: _____