

THIS CONTRACT AMENDMENT is made and entered into this 11th day of December 2024 by and between the COUNTY of Durham, a political subdivision of the North Carolina (hereafter the “COUNTY”), North Carolina and INTER-FAITH FOOD SHUTTLE, INC., a nonprofit corporation duly authorized to do business in the State of North Carolina (hereafter the “CONTRACTOR”), collectively referred to as the “Parties.

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated September 21, 2023 for the provision of safe, nutritious food to persons seeking food assistance in Durham County (hereinafter the “Original Agreement”); and

WHEREAS, the Parties desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the Parties agree to amend the Original Agreement as follows:

1. Section 1 (EFFECTIVE DATE AND TERM OF CONTRACT) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

1.EFFECTIVE DATE AND TERM OF CONTRACT. The “effective date” of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is **September 21, 2023**. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the “effective date” indicated above.

The Term of this contract for services is from **September 21, 2023** to **June 30, 2025**, unless sooner terminated as provided herein.

2. Section 3 (PAYMENT TO CONTRACTOR) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

3.PAYMENT TO CONTRACTOR. CONTRACTOR shall receive from COUNTY an amount not to exceed ONE MILLION NINE HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED AND SIXTY-EIGHT DOLLARS (\$1,985,368) as full compensation for the provision of Services.

Funding will support access to safe, nutritious food for low-income individuals in Durham County seeking food assistance at food banks, food pantries, and other emergency food providers.

2. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the Parties have expressed their agreement to these terms by causing this Subaward Agreement Amendment to be executed by their duly authorized office or agent. This Subaward Agreement Amendment shall be effective as of the date herein.

COUNTY OF DURHAM

CONTRACTOR

By: _____

By: _____

Print Name/Title: _____

Print Name/Title: _____

Date of Signature: _____

Date of Signature: _____

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

Crystally Wright, Durham County Chief Financial Officer