

THIS CONTRACT AMENDMENT is made and entered into this 1st day of May, 2025 by and between the COUNTY of Durham, North Carolina, a North Carolina municipal corporation (hereafter the “COUNTY”) and Forward Cities, Inc. a North Carolina non-profit corporation (hereafter the “SUBRECIPIENT”), collectively referred to as the “Parties”.

WITNESSETH:

THAT WHEREAS, the County and Subrecipient entered into an **American Rescue Plan Act (ARPA)/Coronavirus State Local Fiscal Recovery Fund (CSLFRF) Funds Subaward Agreement** dated April 1, 2024, for the purposes of providing a grant to develop and implement a comprehensive ecosystem for entrepreneurial support and to provide targeted support for small businesses negatively impacted by the pandemic (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 3.1 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

Section 3.1. Payment of Funds. Section 3.1. Payment of Funds. COUNTY agrees to pay, SUBRECIPIENT for anticipated quarterly costs to be incurred and paid by SUBRECIPIENT in accordance with the Approved Budget and for the performance of the Scope of Work under this Agreement in an amount not to exceed \$1,518,000 (“Total Agreement Funds”). The initial payment will include projected expenses for the first three months of the award period, as well as fifty percent (50%) of the projected expenses for the second three months of the award period. Starting at the six-month point in the award period, subsequent payments will occur for projected expenses for each three-month period.

The amount of Total Agreement Funds, however, is subject to adjustment by the COUNTY if a substantial change is made in the Scope of Work that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Scope of Work and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement.

2. Exhibit A: Subaward Data is hereby deleted in its entirety and replaced with the following:

Exhibit A: Revised Subaward Data

3. Exhibit C: Budget is hereby deleted in its entirety and replaced with the following:

Exhibit C: Revised Budget

4. 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

FORWARD CITIES (Subrecipient)

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 Interim Chief Financial Officer