

**STATE OF NORTH CAROLINA  
COUNTY OF DURHAM**

**2025 AMENDMENT to City of Durham and County of Durham  
Interlocal Agreement Regarding Homeless Services and the  
Homeless Services Advisory Committee**

This contract amendment is dated and entered into as of the 30th day of June, 2025, between the City of Durham ("the City"), a North Carolina municipal corporation, the County of Durham, a political subdivision of the State of North Carolina (hereinafter "County"), collectively referred to as "Parties."

**BACKGROUND**

The City and the Contractor entered into a contract titled "to City of Durham and County of Durham Interlocal Agreement Regarding Homeless Services and the Homeless Services Advisory Committee," dated the July 1, 2012. The City and the Contractor amended the contract on May 8, 2017

**AMENDED PROVISIONS**

The Original Contract is amended as follows:

1. The sixth and seventh paragraphs in the recitals shall be amended to read:

WHEREAS, the ~~Department of Community Development (DCD)~~ is the department in the City administration that administers the Consolidated Plan and the Annual Action Plan which works with the Community of Providers to assist families and persons who have already become homeless and are at risk of homelessness; and whereas the City ~~DCD~~ is responsible for coordinating the City's community development and neighborhood stabilization and revitalization efforts including financial empowerment and home retention, affordable housing, and homelessness services; and

WHEREAS, at this time, it is in the best interest of the overall homeless effort that the ~~DCD~~ City serve as the lead agency for the Continuum of Care and to perform the tasks required of it to administer the CoC, Opening Doors for Durham and other homeless initiatives; provide a unbiased and fair distribution of any funds available for the CoC and other homeless activities; and coordinate with all aspects of homeless prevention services and programs provided by others in the community; and

2. In Section III the definition of "DCD" shall be deleted.
3. Throughout the document references to "DCD" "Community Development" or Department of Community Development" shall be amended to "City."
4. Section VII (P) shall be revised as follows:

This contract is intended for the benefit of the City and the County of Durham and not any other person, ~~except that the Committee is a Third-Party beneficiary of this contract.~~

5. Section XII shall be deleted.

6. Section XIV shall be revised as follows:

Nothing in this Agreement; express or implied, is intended to confer any rights or remedies upon any person other than the Parties, ~~except as provided hereinabove for the benefit of the Committee members.~~

Except as expressly amended herein, all terms and conditions of the Original Contract 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) the 2017 amendment, and (3) the Original Contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this amendment to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST

CITY OF DURHAM

\_\_\_\_\_

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

ATTEST

COUNTY OF DURHAM

\_\_\_\_\_

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

Preaudit certification, if required: \_\_\_\_\_