

THIS CONTRACT AMENDMENT is made and entered into this 1st day of December, 2025 by and between the **SHERIFF OF DURHAM COUNTY**, a constitutional officer of the State of North Carolina (hereinafter referred to as “**Sheriff**”) and **BATTERIES OF NC & S.W.S. LLC** (hereinafter referred to as “**Contractor**”).

WITNESSETH:

THAT WHEREAS, the Sheriff and Contractor entered into a contract dated September 1, 2025, for the provision of providing upfits to FY26 DCSO vehicle fleet, (hereinafter the “Original Agreement and Amendments”); and

WHEREAS, the Sheriff and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement and Amendments 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 further amend the Original Agreement and Amendments as follows:

1. The Term of the Original Agreement and Amendments is hereby extended through November 30, 2026.
2. The compensation paid to Contractor shall be a total amount not to exceed \$711,205.82.

3. CONTINGENT FUNDING/NON-APPROPRIATION. The Parties agree and acknowledge that any and all payments described herein are contingent upon prior budgetary approval by the Durham County Board of Commissioners (the Board) for the fiscal year during which services required by this contract are rendered. The Parties agree and acknowledge that if this contract is signed prior to budgetary approval being granted, that SHERIFF may terminate the Contract if the requisite approval is not given, by giving CONTRACTOR notice of the non-approval and termination within 30 days of the Board’s decision. Termination of this contract under this provision shall not form the basis for any claim by either party.

4. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, sex, sexual orientation, gender identity or expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, race sex, sexual orientation, gender identity or expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by SHERIFF, and CONTRACTOR may be declared ineligible for further SHERIFF contracts. **CONTRACTOR certifies that CONTRACTOR shall abide by Durham County Ordinance Article I, Sections 15-1 through 15-85. Failure to abide by said Ordinance is a breach of this contract and grounds for terminating the contract for cause and without fault or liability to SHERIFF. Nothing contained in this Section, this Contract, or the Durham County ordinances referenced herein shall be interpreted or applied in a manner contrary to any State or Federal law, including laws prohibiting Diversity, Equity, or Inclusion (DEI) measures, program, or initiatives.**

5. INDEMNIFICATION. To the fullest extent permitted by law, SHERIFF hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by SHERIFF, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by SHERIFF, resulting from CONTRACTOR’s performance during the execution of this Contract. CONTRACTOR shall

indemnify and save harmless the County of Durham, their respective officers, agents, servants and employees from and against all claims, losses, and damages arising out of CONTRACTOR's performance under this Contract. CONTRACTOR acknowledges and agrees that this obligation is operative regardless of whether the claim arises from intentional or negligent acts of CONTRACTOR or CONTRACTOR's agents, employees, subcontractors, vendors, or invited guests. CONTRACTOR also acknowledges and agrees that it is responsible to satisfy any claim for damage to, or theft of or from, SHERIFF property, to the degree said theft, damage, or claim arises from or is otherwise related to CONTRACTOR's performance under this contract. This indemnification shall survive the termination of this agreement.

6. INSURANCE. Cyber Liability: when applicable based on scope of work, policy must cover breach costs, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, and loss at no less than \$1,000,000 per occurrence.

7. PUBLIC RECORDS. It is expressly understood that as a governmental entity, the SHERIFF is subject to the North Carolina Public Records Act and information related to this contract may be requested pursuant to same. In response to any request for information which has been properly labeled as a Trade Secret or Confidential Information, the SHERIFF will assert that those are exempt as a Trade Secret or Confidential Information under that Act. Proper labeling will include annotating the bottom of any written document (on the cover and each individual page containing such information) or e-mail with the following footer in at least 12-point bold face type "**Confidential Information**". Any material labeled as Confidential Information constitutes a representation by CONTRACTOR that it has made a reasonable effort in good faith to determine that such material is, in fact, confidential as defined in N.C. Gen. Stat. § 132-1.2. The SHERIFF has no duty or obligation to limit access to information which is not explicitly marked in accordance with this provision.

Should the requestor initiate legal action to compel production, the SHERIFF shall notify CONTRACTOR of the action and offer it the opportunity to intervene and defend same. The SHERIFF shall have no duty to defend the action and CONTRACTOR agrees to fully indemnify SHERIFF for all costs related to such litigation. Should the SHERIFF receive a subpoena or court order for the protected information, it will contact CONTRACTOR and afford it the opportunity to intervene in the action under the same terms and conditions as noted above.

8. SECURITY BACKGROUND CHECKS. OMITTED BY SHERIFF

9. NOTICES. All notices which may be required to be sent to the SHERIFF by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**SHERIFF OF DURHAM COUNTY
ATTN: CHIEF DEPUTY
510 S. DILLARD STREET, 3RD FLOOR
DURHAM, NORTH CAROLINA 27701**

10. 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.

By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.

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

SHERIFF OF DURHAM COUNTY

BATTERIES OF NC & S.W.S. LLC

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, Interim Durham County Chief Financial Officer