

**NORTH CAROLINA
DURHAM COUNTY**

CONTRACT AMENDMENT

THIS FOURTH CONTRACT AMENDMENT is made and entered into this 11th day of June, 2018 between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and Summit Food Services LLC (hereinafter referred to as “**Contractor**”).

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated August 26, 2016, with amendments on July 1, 2017 and November 1, 2017 for the provision of Inmate Meal Preparation and Food Services, (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor 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 desire and agree to further amend the Original Agreement as follows:

1. The compensation paid to Contractor shall be increased by \$80,000.00 to a not to exceed amount of \$780,000.
2. **SECURITY BACKGROUND CHECKS.** The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining County identification badges and allowed unescorted access to County facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff’s Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a County contract unless explicitly mandated by law.

The Contractor will send the results of the background checks to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office on any negative determinations. The Security Manager will notify the Contractor’s County point of contact of the results of the review. A Contractor can appeal a negative determination by the Security Manager to the County Manager for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information will be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract, and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings restricted.

Additional background screening may be necessary at specific county buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the County Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff’s Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific

negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

3. 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.
4. Except for the changes made herein, the Original Agreement, as amended, 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 Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

CONTRACTOR

By: _____

Name/Title: _____

DURHAM COUNTY

By: _____

Wendell Davis
Durham County Manager

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

George K. Quick, Durham County Chief Financial Officer