

**NORTH CAROLINA
DURHAM COUNTY**

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this ____ day of _____, 20____ “the effective date” by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **URBAN MINISTRIES OF DURHAM**, a corporation duly authorized to do business in the state of North Carolina (hereinafter referred to as “**CONTRACTOR**” or “**UMD**”).

WITNESSETH:

WHEREAS the County and Contractor entered into a contract dated July 1st, 2019 for the provision of emergency shelter services to the homeless population of Durham County, (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 Agreements not inconsistent with the terms and conditions set forth below; and

WHEREAS pursuant to the direction of County Commissioners, the County budgeted \$58,000 in its FY19-20 budget for the purposes described in Exhibit A, to be awarded subsequent to further and satisfactory conversations about day services for the homeless, and

WHEREAS Commissioners have indicated that sufficiently satisfactory conversations have now taken place,

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. In addition to the services described in the Original Agreement, UMD shall undertake the modifications to its facility described in EXHIBIT A to this contract amendment in order to better serve its clientele.
2. UMD shall send the County, along with a letter requesting funding, a comprehensive list of all the modifications completed at their facility and the additional, expanded, or otherwise improved services that will be made available to the homeless at their facility.
3. County shall provide to UMD, within 60 days of receipt of materials responsive to #2, an additional Fifty-Eight Thousand Dollars (\$58, 000.00) in funding.
4. 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.
5. 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 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: _____

Name/Title: _____

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

Susan Tezai, Durham County Chief Financial Officer