

**NORTH CAROLINA  
DURHAM COUNTY**

**SERVICE CONTRACT AMENDMENT #2**

**THIS SERVICE CONTRACT AMENDMENT #2** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **DI GROUP, LLC (DBA CAROLINA DUKE INN)** a **Limited Liability Corporation authorized to do business in the State of North Carolina** (hereinafter referred to as “**Contractor**”).

**WITNESSETH:**

**THAT WHEREAS**, the County and Contractor entered into an Original Service Contract, dated March 30<sup>th</sup>, 2020, for the provision of shelter to the homeless during the initial COVID-19 pandemic period, (hereinafter the “Original Service Contract”); and

**WHEREAS**, the County and Contractor desired to amend the Original Service Contract, therefore on June 30<sup>th</sup>, 2020 they entered into a Contract Amendment, which the parties now declare as actually Service Contract Amendment #1. Service Contract Amendment #1 extended the performance period of the Original Service Contract through December 31, 2020; and

**WHEREAS**, now County and Contractor desires to hereby enter into this Service Contract Amendment #2 on this \_\_\_\_\_ date of July 2020, as also first stated above; and

**WHEREAS**, County now hereby agrees to increase payment for the services detailed in the Original Service Contract for the extended period detailed in Service Contract Amendment #1; and

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. The compensation paid to Contractor shall now be an amount not to exceed \$570,000, an increase of \$540,000, over the amount agreed to in the Original Service Contract.
2. All the other terms and conditions of the Original Service Contract and Service Contract Amendment #1, not inconsistent herewith, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have expressed their agreement to these terms by causing this Service Contract Amendment #2 to be executed by their duly authorized officer or agent.

**COUNTY OF DURHAM**

**CONTRACTOR**

**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.

\_\_\_\_\_  
**Susan Tezai, Durham County Chief Financial Officer**