

**NORTH CAROLINA
DURHAM COUNTY**

2ND SERVICE CONTRACT AMENDMENT

THIS 2ND SERVICE CONTRACT AMENDMENT is made and entered into this ____day of _____, 2021 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **RP Rx HOUSING, LLC**, (hereinafter referred to as “**Contractor**”).

WITNESSETH:

WHEREAS, the County and Contractor entered into a service contract dated October 6th, 2020, for the provision of bridge shelter housing for special populations during COVID-19 in Durham County, (hereinafter the “Original Agreement”), where the original contract was not to exceed \$450,600; and

WHEREAS, the County and Contractor desired to amend the Original Contract and thus entered into a 1st Service Contract Amendment on January 1, 2021 which extended services under the contract through March 31, 2021 and added an additional \$400,000 to the contract (for a new total of \$850,600),

WHEREAS, the County and Contractor are in need of amending the 1st Service Contract Amendment, therefore the parties hereby enter into this 2nd Service Contract Amendment, **on April 1, 2021** while keeping in effect **all terms and conditions** of the 1st Service Contract Amendment and the Original Contract not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree to amend the 1st Service Contract Amendment and the Original Agreement as follows:

1. The Term of the 2nd Service Contract Amendment is hereby extended through **June 30, 2021**.
2. The daily rate per room shall change from \$75/night to \$80/night, effective April 1st, 2021.
3. The additional compensation paid to Contractor shall be \$465,920 and shall create a new, total, not-to-exceed amount of **\$1,316,520**.
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 and the 1st Service Contract Amendment shall remain in full force and effect to the extent not inconsistent with this 2nd Service Contract Amendment. In the event that there is a conflict between the Original Agreement and the 1st Service Contract Amendment, this 2nd Service Contract 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.

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