

**SECOND AMENDMENT TO DURHAM COUNTY  
(ARRA) AMERICAN RECOVERY REINVESTMENT ACT  
FY 2009-2012 HOMELESSNESS PREVENTION AND RAPID RE-HOUSING  
PROGRAM (HPRP)  
SUBRECIPIENT CONTRACT**

This contract amendment (“Amendment”) is dated and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012, between Durham County (“Subrecipient”) and City of Durham (“City”).

The City and the Subrecipient entered into a contract titled Durham County “Subrecipient Contract” on September 29, 2009. The First Amendment was entered into on September 1, 2011, to extend the term of the contract from November 14, 2011 to March 31, 2012, and to shift ten percent (10%) of funds among the various line items within the budget. This Second Amendment referred to as the “Amendment.” The First Amendment is hereby amended as follows:

1. The date that is stated in Section 1, Scope of Services (DATE OF COMPLETION) is changed from “March 31, 2012” to read “June 30, 2012”.
2. In Attachment A, “Scope of Services,” the Operating Budget is amended as follows:
  - “Key Objective”, #1 is deleted in its entirety and replaced with the following: Funds may be shifted between the Homelessness Prevention and Rapid Re-housing budget line items of the Project without prior approval of the City as long it does not exceed the total funding amount.

Except as amended herein, the terms and conditions of the Contract and the First Amendment are reaffirmed by the parties.

IN WITNESS WHEREOF, the undersigned duly authorized officials have executed this Contract as of the date first written above.

**CITY OF DURHAM**

By: \_\_\_\_\_  
Thomas J. Bonfield, City Manager      Date \_\_\_\_\_

**ATTEST: DURHAM**

By: \_\_\_\_\_  
City Clerk      Date \_\_\_\_\_

**DURHAM COUNTY**

By: \_\_\_\_\_  
Michael M. Ruffin, County Manager      Date \_\_\_\_\_

**ATTEST: DURHAM COUNTY**

By: \_\_\_\_\_  
Clerk to the Board      Date \_\_\_\_\_

(Affix Corporate Seal Here)

**NORTH CAROLINA  
DURHAM COUNTY**

I, a Notary Public in and for the aforesaid County and State certify that \_\_\_\_\_ personally appeared before me this day, and acknowledged that he or she is the \_\_\_\_\_ City Clerk of the City of Durham, a municipal corporation, and that by authority duly given and as the act of the City, the foregoing contract or agreement was signed in its corporate name by its City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk. This the \_\_\_\_\_ day of \_\_\_\_\_, 2011,

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NORTH CAROLINA  
DURHAM COUNTY**

I, a Notary Public in and for the aforesaid County and State, certify that \_\_\_\_\_ personally appeared before me this day and stated that he or she is the clerk to the Board of Commissioners for the County of Durham, a North Carolina political subdivision, and that by authority duly given and as the act of the County, the foregoing contract or agreement with the City of Durham was signed in its name by the County Manager, whose name is \_\_\_\_\_, sealed with its corporate seal, and attested by him/herself as its said Clerk. This the \_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Pre-Audit, if applicable