

**NORTH CAROLINA
DURHAM COUNTY**

EXTENSION TO CONTRACT

THIS EXTENSION is made and entered into this day of **November 14, 2013** by and between the **COUNTY OF DURHAM** (hereinafter referred to as "County") and **CITY OF DURHAM** (hereinafter referred to as "City").

WITNESSETH:

THAT WHEREAS, the County and City previously entered into a contract dated **September 17, 2012**, for the provision of **INTERLOCAL AGREEMENT FOR THE CITY TO PROVIDE RECYCLING COLLECTION SERVICES TO DURHAM COUNTY CONVENIENCE SITES**, (hereinafter the "Original Agreement"); and

WHEREAS, the County and City desire to **renew/extend** 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 agree to extend the Original Agreement as follows:

1. Pursuant to Section 8 of the Original Agreement, the Term of the Original Agreement is hereby renewed/extended through June 30, 2015.
2. The monthly compensation paid to the City for this renewed/extended term shall be an amount not to exceed \$10,512.25 based on the rates and charges in the Original Agreement for a total contract amount of \$220,757.25.
3. Contract Monitoring. The County will perform on-going contract monitoring to ensure that the terms of the Original Agreement, as amended or extended from time to time, are complied with. City agrees to cooperate with the County in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by City.
4. E-VERIFY. The City shall require its contractors and their subcontractors to comply with the requirements of Article 2 of Chapter 2 of Chapter 64 of the North Carolina General Statutes.
5. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this agreement. In the event that there is a conflict between the Original Agreement and this agreement, this agreement shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Extension to be executed by their duly authorized office or agent. This Contract Extension shall be effective as of the date herein.

CITY OF DURHAM

DURHAM COUNTY

By: Thomas J. Bonfield
Thomas J. Bonfield, City Manager, City of Durham

By: Michael M. Ruffin
Michael M. Ruffin, Durham County Manager

Attest:

Dianalynn Schreiber
Dianalynn Schreiber
Deputy City Clerk



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

George K. Quick
George K. Quick, Durham County Chief Financial Officer

DURHAM



1869
CITY OF MEDICINE

CITY OF DURHAM

Department of Solid Waste Management
101 CITY HALL PLAZA 27701
1833 CAMDEN AVENUE | DURHAM, NC 27704
919.560.4186 | F 919.560.1132

www.durhamnc.gov

Fuel Surcharge Chart

Base Fuel Price	Fuel Average	Surcharge % Increase	Cost Increase	Adjusted Monthly Charge	Annual Charge
\$2.73	\$2.73	0.00%	\$0.00	\$8,686.00	\$104,232.00
\$2.73	\$2.78	1.00%	\$86.86	\$8,772.86	\$105,274.32
\$2.73	\$2.83	2.00%	\$173.72	\$8,859.72	\$106,316.64
\$2.73	\$2.88	3.00%	\$260.58	\$8,946.58	\$107,358.96
\$2.73	\$2.93	4.00%	\$357.86	\$9,130.72	\$109,568.68
\$2.73	\$2.98	5.00%	\$434.30	\$9,120.30	\$109,443.60
\$2.73	\$3.03 (\$3.07)	6.00%	\$521.16	\$9,207.16	\$110,485.92
\$2.73	\$3.08	7.00%	\$608.02	\$9,294.02	\$111,528.24
\$2.73	\$3.13	8.00%	\$694.88	\$9,380.88	\$112,570.56
\$2.73	\$3.18	9.00%	\$781.74	\$9,467.74	\$113,612.88
\$2.73	\$3.23	10.00%	\$868.60	\$9,554.60	\$114,655.20

E-Verify- Contractor agrees to comply with the requirements N.C.G.S. §85-25 et. seq. and further agrees to require its subcontractors to comply as applicable.



COUNTY OF DURHAM
 Purchasing Division of the Finance Department
 200 East Main Street 4th Floor, Durham NC 27701
 919-560-0051(Telephone); 919-560-0057(Fax)

Funds Reservation 150000304

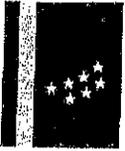
General Data			
Company code	DCNC	Document date	08/05/2014
		Posting date	08/05/2014
More Data			
Text	INTERLOCAL AGREEMENT RENEWAL 07/01/14 - 06/30/15		
Overall Amount	126,147.00 USD		

Document Item 001			
Text	RECYCLING COLLECTION @ COUNTY CONVENIENCE SITES		
12 MOS @ \$10,512.25			
4 CONVENIENCE SITES: BAHAMA, ROUGEMONT, REDWOOD & PARKWOOD			
Fund	1001010000	Funds center	4190430000
Cost Center	4190430000	G/L account	5200160100
Vendor	1000006521	Vendor Name	CITY OF DURHAM
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	126,147.00 USD		
Open amount	126,147.00 USD		

Jacqueline Boyce
 PURCHASING OFFICER

Sharon F. Pappas, Deputy
 CHIEF FINANCIAL OFFICER

DURHAM



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Department of Solid Waste Management
101 CITY HALL PLAZA 27701
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June 11, 2014

Motiryo "Mo" Keambiroiro
General Services Director
County of Durham
310 S. Dillard St.
Durham, NC 27701

Re: Convenience Center Recycling Collection Inter-Local Agreement

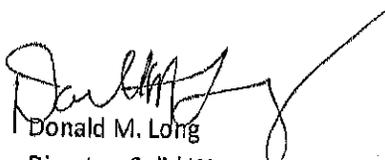
Dear Ms. Keambiroiro,

Per the Inter-Local Agreement (ILA) regarding the collection of recyclable material at Durham County's four convenience centers, the City is entitled to a semi-annual fuel surcharge review. According to the ILA, the semi-annual fuel surcharge will be calculated on a six month average from the negotiated baseline price of \$2.73 per gallon for diesel fuel. A 1% increase per every \$.05 over the baseline price will be then calculated into a new semi-annual service price.

Using the average fuel price of diesel provided by the City of Durham's Fleet Management Department, the six month average cost for diesel fuel beginning December 1, 2013 thru June 1, 2014 is \$3.07 per gallon. Using the example provided in the ILA on page 7, the average diesel price reflects a 6% increase. Therefore, beginning July 1, 2014, your monthly cost for service will increase to \$9,207.16 per month or to an annual cost of \$110,485.92.

If you have any questions or require any additional information, please contact me at (919) 560-4186.

Regards,


Donald M. Long
Director, Solid Waste Management
City of Durham



DURHAM COUNTY
General Services

August 18, 2014

City of Durham
101 City Hall Plaza
Durham, NC 27701
Attn: Thomas Bonfield

Attached is your file copy of the fully executed inter-local contract along with the Fund Reservation Number to reference on your invoice for payment.

Best Regards,

A handwritten signature in cursive script that reads 'Paulette Smith'.

Paulette Smith
Administrative Assistant

Attachments