

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

**AMENDMENT #2 TO THE INTER-LOCAL AGREEMENT FOR THE CITY TO PROVIDE RECYCLING
COLLECTION SERVICES TO DURHAM COUNTY CONVENIENCE SITES**

This Interlocal Agreement amendment (“Amendment #2”) between the City of Durham (“City”) and the County of Durham (“County”) is dated, made, and entered into this _____ day of _____, 2015.

Amendment to the Existing Agreement. The agreement between the parties for the City to provide recycling collection services to Durham County Convenience Sites dated the 17th day of September, 2012 (“Original Interlocal”) was previously amended on November 14, 2013 (the “First Amendment”), and is hereby further amended as follows:

1. Pursuant to Section 8 of the Original Interlocal Agreement, the County and the City desire to extend the Agreement for an additional renewal term which shall run from July 1, 2015 through June 30, 2020.
2. Exhibit A is hereby replaced in its entirety by a new Exhibit A, which is attached to and made part of this agreement

Except as amended, the Interlocal Agreement is reaffirmed and remains in full force and effect.

IN WITNESS WHEREOF, the City and County of Durham have caused this Amendment #2 to be executed under seal themselves or by their duly authorized agents or officers

County of Durham

BY: _____

[Please place County Seal here.]

City of Durham

City Clerk

BY: _____

Thomas J. Bonfield
City Manager

Exhibit A:

Scope of Services

- 1. Monthly Service Costs per site and Frequency.** The City shall provide recycling collection services for the four Durham County convenience collection sites as follows:

Convenience Site	Frequency and Service Day
Bahama-Quail Roost & Ball Road	3 x per week Monday, Wednesday, Friday
Redwood & Electra Road	3 x per week Monday, Wednesday, Friday
Rougemont- Hwy 501 North & Bill Poole Road	2 x per week Monday and Friday
Parkwood-Hwy 55 & TW Alexander Dr.	2 x per week Monday and Friday
TOTAL COST/MONTH:	\$9,207.16

The City will retain any revenue associated with the sale of recyclables.

2. Additional Service Request(s)

The City will provide additional collections for \$150.00 per collection. The County will be invoiced \$150.00 for each collection additional to those listed in Section 1 above.

3. CPI-Indexed Rate Increases

The Base Price for this agreement is \$9,207.16 per month. Requested price escalations beyond the monthly rate of \$9,207.16 shall be submitted to the County by February 5th each year, and must be approved by both parties prior to the effective date. The effective date for any price increases shall be July 1st of that year. Requests for price escalation shall be based on the “Bureau of Labor Statistics Consumer Price Index (CPI) including All Urban and US City averages”. The period evaluated for the requested CPI percentage and adjusted service rates will be January of the previous year and January of the present year, and shall be calculated as follows:

$$\text{New Monthly Fee} = \text{Current Monthly Fee (CMF)} + \text{Annual CPI Adjustment}$$
$$\text{CPI Adjustment} = \frac{\text{CPI 2} - \text{CPI 1}}{\text{CPI 1}} \times 100\% + \text{CMF}$$

CPI= the Bureau of Labor Statistics Consumer Price Index (CPI) including All Urban and US City averages.

CPI 1= published CPI average for the month of January of the prior year

CPI 2= published CPI average for the month of January of the current year

4. Clean Up

The City will be responsible for cleaning up any recyclable material that is spilled while collecting from the County's sites. The City will not be responsible for items not properly placed in containers.

5. Contamination

For the length of this agreement, the material received must not exceed 10% contamination (contamination includes any non-recyclable materials) per load that is removed from each County site. If the load is deemed in excess of 10% contaminated by the recycling vendor and rejects the load, the County will be invoiced \$42.50 per ton for disposal of the contaminated material plus an additional \$25.00 transport fee for the trip to the City's transfer station.

6. Audit Rights

For all services being provided hereunder, the County shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, record and other writings related to the performance by the City pursuant to this interlocal agreement. Audits shall take place at times and locations mutually agreed upon by both parties, and the City will make the material to be audited available within 7 business days of the County's request unless both parties agree otherwise.

**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

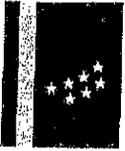
General Data			
Company code	DCNC	Document date	08/05/2014
		Posting date	08/05/2014
More Data			
Text	INTERLOCAL AGREEMENT RENEWAL 07/01/14 - 06/30/15		
Overall Amount	126,147.00 USD		

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



1869
CITY OF MEDICINE

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Department of Solid Waste Management
101 CITY HALL PLAZA 27701
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919.560.4186 | F 919.560.1132

www.durhamnc.gov

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

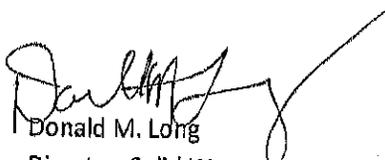
Dear Ms. Keambiroiro,

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,


Paulette Smith
Administrative Assistant

Attachments