

**Interlocal Cooperation Agreement  
between the County of Durham  
and  
City of Durham  
regarding the purchase and storage of Sodium Chloride**

This is an Interlocal Cooperation Agreement (hereinafter "Agreement") between County of Durham, a political subdivision of the State of North Carolina, (hereinafter "County") and City of Durham, a North Carolina municipal corporation, (hereinafter "City") collectively referred to as (the "Parties"). This Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

For and in consideration of mutual covenants contained herein and the mutual benefits to result therefrom, the Parties hereby agree as follows:

**SECTION 1. PURPOSE.** The purpose of this Agreement is to set forth the respective rights and obligations regarding the sale and storage of sodium chloride (salt) by the City to County during the City fiscal year of 2015-2016.

During the fiscal year of 2015-2016 at the request of the County, the City agrees to sell and store up to two hundred (200) tons of salt on behalf of the County for use during winter weather operations. The County agrees to purchase the salt from the City in the amount of \$160.00 per ton. The County will pay the cost to purchase salt from the City on a per ton basis, as used by the County, during the 2015-2016 fiscal year.

**SECTION 2. FUNDING.** The City agrees to sell and store up to 200 tons of salt for the County to the extent such quantities of salt are available. Payment for the salt shall be approved and budgeted by the governing board of the County. The County shall pay to the City a per ton payment of \$160.00 upon invoice after each receipt of salt from the City during the 2015-2016 fiscal year. Payment shall be made within 30 days of invoice. The City shall provide any requested information regarding the volume of salt received by the County upon request.

**SECTION 3. TERM.** This Agreement shall become effective on the effective date as set forth herein and shall terminate on June 30, 2016. It is anticipated that all salt shall be received by the County by April 30, 2016; however, notwithstanding anything to the contrary herein, the Parties may negotiate a later delivery date if so desired. The obligation of the County to make payment on any outstanding invoice shall survive the termination of this agreement.

**SECTION 4. TERMINATION.** Either party may terminate this Agreement with thirty (30) days written notification sent via certified mail return receipt to the respective Manager for the City or County.

**SECTION 5. AMENDMENTS.** This Agreement may be amended at any time by execution by both parties of a written amendment.

**SECTION 6. APPOINTMENT OF PERSONNEL.** Except to the extent provided otherwise in this Agreement, it is agreed that the Parties shall designate appropriate personnel to carry out the respective obligations under this Agreement.

**SECTION 7. GOVERNING LAW.** This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General County of Justice in the County of Durham and the State of North Carolina.

**SECTION 8. ENTIRE AGREEMENT. NO THIRD-PARTY RIGHTS.** This Agreement shall constitute the entire understanding between the County and the City with respect to the subject matter hereof and may be amended only by written mutual agreement of the parties. This agreement is made for the benefit of the City and the County and not for any other entity or person.

**SECTION 9. HEADINGS.** The subject headings of the sections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**SECTION 10. EFFECTIVE DATE.** This Agreement shall become effective upon the date of the signing of the last required signature by the respective Parties.

**IN TESTIMONY WHEREOF,** the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first herein-above written.

*[Signatures appear on following pages]*

ATTEST:

COUNTY OF DURHAM

\_\_\_\_\_  
Clerk of Board of Commissioners

By: \_\_\_\_\_  
Chairman of the Board

NORTH CAROLINA  
DURHAM  
COUNTY of \_\_\_\_\_

ACKNOWLEDGMENT OF COUNTY OF

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 Clerk to the Board of Commissioners for the  
County of Durham, a N. C. 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  
corporate name by the Chairman of said Board, sealed with its corporate seal, and attested by its  
said Clerk. This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires:

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

\_\_\_\_\_  
**George K. Quick, Durham County Chief Financial Officer**

ATTEST:

THE CITY OF DURHAM

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Type or print name of person signing for the City: \_\_\_\_\_

Pre-audit certification, if necessary:

ACKNOWLEDGMENT BY CITY OF DURHAM

Name of other party to the contract:

\_\_\_\_\_

Title of the contract:

\_\_\_\_\_

I, \_\_\_\_\_, a notary public, certify:  
(Type or print name of Notary Public)

(1) \_\_\_\_\_ personally appeared before me  
(Type or print name of City Clerk or Deputy City Clerk who attested)

in Durham County, N. C. on this day; (2) I have personal knowledge of her identity; and (3) she acknowledged that by authority duly given and as the act of the City of Durham, the foregoing document 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 \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_