

THIS FIRST CONTRACT AMENDMENT is made and entered into this **1st day of July, 2025** (“Effective Date”) by and between the **COUNTY OF DURHAM** (hereinafter referred to as “County”) and **CITY OF DURHAM**, a North Carolina municipal corporation (hereinafter referred to as “Contractor”).

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated July 1, 2024 to enable County to dispose of its municipal solid waste at Contractor’s Transfer Station (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor desire to amend 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 of the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is hereby extended through **June 30, 2026**.
2. The additional compensation paid to Contractor pursuant to this Amendment and its extended term shall be a total amount not to exceed **\$200,000 for a total contract amount of no more than \$400,000**.
3. **PUBLIC RECORDS.** It is expressly understood that as a governmental entity, the COUNTY is subject to the North Carolina Public Records Act and information related to this contract may be requested pursuant to same. In response to any request for information which has been properly labeled as a Trade Secret or Confidential Information, the COUNTY will assert that those are exempt as a Trade Secret or Confidential Information under that Act. Proper labeling will include annotating the bottom of any written document (on the cover and each individual page containing such information) or e-mail with the following footer in at least 12-point bold face type “**Confidential Information**”. The COUNTY has no duty or obligation to limit access to information which is not explicitly marked in accordance with this provision.

Should the requestor initiate legal action to compel production or the COUNTY receive a subpoena, court order, or any other demand in litigation, arbitration, or other proceeding for disclosure of Confidential Information, the COUNTY shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

4. SECURITY BACKGROUND CHECKS.

A. For Particular Facilities:

1. For County Facilities other than Youth Home or Sheriff Facilities: with the exception of the Security contractor security personnel who have completed a Private Protected Services Board (PPSB) background check, the COUNTY is responsible for requesting criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities.
2. Youth Home Facilities: Youth Home public safety classifications background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check falls under the requirements of the North Carolina Criminal Standards and, provided that the criminal history check is done nationwide.

5. **NOTICES.** All notices which may be required to be sent to the COUNTY by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
COUNTY MANAGER
200 EAST MAIN STREET, 3RD FLOOR
DURHAM, NORTH CAROLINA 27701**

6. Paragraph 27, **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM** is deleted.
7. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

By execution hereof, the person signing for each party below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract amendment on behalf of that party.

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 Effective Date.

COUNTY OF DURHAM

By: _____

Print Name/Title: _____

Date of Signature: _____

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

Crystally Wright, Interim Durham County Chief Financial Officer

CITY OF DURHAM

ATTEST:

By:

Preaudit Certificate, if applicable: