

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

SALE AND STORAGE AGREEMENT
FOR SODIUM CHLORIDE (SALT)

THIS AGREEMENT (hereafter "Agreement") is entered by and between the City of Durham, a North Carolina Municipal Corporation (the "City") and the County of Durham, a political subdivision of the State of North Carolina (the "County"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Pursuant to NCGS 160A-274, the City intends to convey Sodium Chloride ("salt"), to the County for use on road maintenance at the request of the county; and

WHEREAS, The Parties have negotiated the appropriate price and terms for the sale of salt from the City to the County.

NOW THEREFORE, for adequate consideration and the mutual covenants contained herein the Parties agree as follows:

- 1.1 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 the County during the fiscal years 2024-2025, 2025-2026, 2026-2027, and 2027-2028.
- 1.2 Scope. During each fiscal year governed by this Agreement, at the request of the County, the City agrees to sell to the County and store on behalf of the County up to two hundred (200) tons of salt for the use by the County during winter weather operations. The county agrees to purchase salt from the City at a unit price of \$160.00 dollars (\$ 160.00) per ton during fiscal year 2024-2025. For the subsequent three fiscal years (2025-2026, 2026-2027, and 2027-2028) the pre-ton unit price for the salt will be computed by the City as the actual per ton cost to the City to purchase the salt from its suppliers plus a storage and handling fee of thirty dollars (\$30) per ton. The County agrees to pay the City for the salt that it purchases from the City at the unit prices specified and establishes by this paragraph for each of the fiscal years covered by this Agreement.
- 1.3 Funding. The City agrees to sell and store up to two hundred (200) tons of salt for the County to the extent such quantities of salt are available. Monies to pay for the salt shall be approved and budgeted by the governing board of the County. The County shall pay the City upon invoice after each receipt of salt from the City during the fiscal years governed by this Agreement. Payment shall be made within thirty (30) days of the invoice. The City shall provide any requested information regarding the volume of salt received by the County upon request.
- 1.4 Term. This Agreement shall become effective upon the effective date as set forth herein and terminate on June 30, 2028. The obligation of the County to make any payment on any outstanding invoice shall survive the termination or expiration of this agreement.

- 1.5 Termination. Either party may terminate this Agreement with a thirty (30) day written notification as provided below.
- 1.6 Amendments. This Agreement may be amended at any time by execution by both parties of a written amendment.
- 1.7 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 parties' respective obligations under this Agreement.
- 1.8 Entire Agreement; No Third Party Right Created. This Agreement shall constitute the entire understanding between the County and the City with respect to the subject matter of this Agreement and may be amended only by a written mutual agreement of the parties. This Agreement is made for the benefit of the City and the County and no other entity or person.
- 1.9 Assignment. This Agreement shall not be assigned by either party.
- 1.10 Governing Law. This Agreement shall be governed by and executed in accordance with the laws of State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Durham, State of North Carolina.
- 1.11 Insurance. The City and County agree to each cover its own risks for liability through either obtaining insurance or by self-insuring itself against any risk. Each shall furnish the other with evidence of such insurance, if any, upon request.
- 1.12 Headings. The subject heading of the sections within the Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions. This Agreement shall be deemed to have been drafted by both parties and no allegation for purposes of interpretation shall be made to the contrary.
- 1.13 Notice of City Policy. THE COUNTY OPPOSES DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, DISABILITY, FAMILIAL STATUS, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, AND PROTECTED HAIRSTYLE AND URGES ALL OF ITS SUBRECIPIENTS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER COUNTY CONTRACTS.
- 1.14 Notice of County Policy. County opposes discrimination on the basis of age, race, sex, sexual orientation, gender identity or expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, or disability, and requires the following from its contractors
- 1.15 Notices. Notices under this Agreement shall be provided in writing and sent by a common carrier or personal delivery. Notices shall be provided to the following addresses:

To the CITY OF DURHAM

City of Durham
Attn: Public Works Director

101 City Hall Plaza
Durham, NC 27701
Email: marvin.williams@durhamnc.gov

To the COUNTY OF DURHAM

County of Durham
201 East Main Street
7th Floor
Durham, NC 27701

- 1.16 City Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without action by the Durham City Council.
- 1.17 County Manager's Authority. To the extent, if any, the County has the power to suspend or terminate this contract, that power may be exercised by the County Manager or a deputy or assistant County Manager without action by the Durham County Board of Commissioners.

- 1.18 Severability. If any provision of this Contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

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

ATTEST:

CITY OF DURHAM

By: _____

preaudit certificate, if applicable _____

ATTEST:

COUNTY OF DURHAM

By: _____
_____ County Manager

Preaudit certificate, if applicable _____