

**NORTH CAROLINA
DURHAM COUNTY**

FIFTH CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this 1st day of July, 2026 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **WRANGLER HOLDING CORP D.B.A. GFL ENVIRONMENTAL** (hereinafter referred to as “**Contractor**”).

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated July 1, 2022, for the provision of **Curbside Recycling for Unincorporated Durham County Households**, and Amended on April 25, 2023, July 1, 2023, July 1, 2024, and July 1, 2025 (hereinafter the “Original Agreement and Amendments”); 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 for 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, 2027.
2. The additional compensation paid to Contractor is a total amount not to exceed \$2,482,432.76. This amendment is thus an additional \$513,874.36 in compensation to Contractor.

FY	Date	Document	Value	Total Amount
23	7/1/22	Original	\$493,962.00	\$493,962.00
23	4/25/23	1 st Amend	-\$17,000.00	\$476,962.00
24	7/1/23	2 nd Amend	\$493,920.00	\$970,882.00
25	7/1/24	3 rd Amend	\$493,920.00	\$1,464,802.00
26	7/1/25	4 th Amend	\$503,798.40	\$1,968,558.40
27	7/1/26	5 th Amend	\$513,874.36	\$2,482,432.76

3. **CONTINGENT FUNDING/NON-APPROPRIATION.** The Parties agree and acknowledge that any and all payments described herein are contingent upon prior budgetary approval by the Durham County Board of Commissioners (the Board) for the fiscal year during which services required by this contract are rendered. The Parties agree and acknowledge that if this contract is signed prior to budgetary approval being granted, that COUNTY may terminate the Contract if the requisite approval is not given, by giving CONTRACTOR notice of the non-approval and termination within 30 days of the Board’s decision. Termination of this contract under this provision shall not form the basis for any claim by either party.
4. **The existing paragraph 13 in the Original Agreement is redacted and the following paragraph inserted in its place:**

NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, sex, national origin or ancestry, martial or familial status, pregnancy, military status, religious belief or non-belief, disability, or any other

protected category under local, state, or federal law. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts. **Failure to comply with this provision is a breach of this contract and grounds for terminating the contract for cause and without fault or liability to COUNTY.**

5. The existing paragraph 6 in the Original Agreement is redacted and the following paragraph inserted in its place:

INDEMNIFICATION. To the fullest extent permitted by law, CONTRACTOR, including its agents shall indemnify and save harmless the County of Durham and its officers, agents, servants, and employees from and against all claims, losses, damages, liabilities, fines, penalties, costs, and expenses, including reasonable attorney fees, litigation expenses, and court costs, arising out of or resulting from CONTRACTOR's performance under this Agreement, including any negligent or intentional act or omission of CONTRACTOR or its agents, employees, subcontractors, vendors, or invitees. CONTRACTOR acknowledges and agrees that it is responsible for satisfying any claim for damage to, or theft of or from, COUNTY property to the extent such damage, theft, or claim arises out of or relates to CONTRACTOR's performance under this Agreement.

COUNTY shall be entitled to recover its legal expenses, including attorney fees, litigation expenses, and court costs, as well as any actual damages or losses suffered by the COUNTY, if CONTRACTOR is determined to be a cause of such damages or losses arising out of CONTRACTOR's performance during the execution of this Agreement. Nothing in this section shall be construed to waive, limit, or modify any rights the COUNTY may have under this Agreement, under applicable law, or under any applicable insurance policy. This indemnification obligation shall survive the expiration or termination of this Agreement.

6. The existing paragraph 7 in the Original Agreement is redacted and the following paragraph inserted in its place:

INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company. CONTRACTOR's insurance shall be primary, and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR's insurance.

- (a) **Commercial General Liability:** Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate. Coverage shall not contain any endorsements(s) excluding or limiting Contractual Liability or Cross Liability.
- (b) **Commercial Automobile Liability:** ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage. In the event CONTRACTOR does not own automobiles, CONTRACTOR agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the

Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a Durham County site.

- (c) **Worker's Compensation and Employers Liability:** CONTRACTOR agrees to maintain Workers' Compensation insurance as required by The State of North Carolina General Statutes Chapter 97, with statutory limits, and Employers Liability Insurance with a limit of no less than **\$1,000,000** per occurrence.
- (d) **Umbrella/Excess Liability:** CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. Any Umbrella or Excess coverage(s) must follow form behind other coverages required in above sections and shall not contain exclusions more restrictive than those of any underlying coverage.
- (e) **Waiver of Subrogation:** All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation", this contract shall govern.
- (f) **Additional Insured:** COUNTY shall **not** be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured", this contract shall govern.
- (g) **Certificate of Insurance:** CONTRACTOR agrees to provide COUNTY with a Certificate of Insurance (COI) evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by CONTRACTOR'S insurance. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration.

The Certificate Holder address should read:

**Durham County
Attn: Risk Management
200 E Main Street, 4th Floor
Durham, NC 27701**

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR'S liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. COUNTY reserves the right to request copies of insurance policies, endorsements, or other proof of coverage at any time. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

COUNTY reserves the option to require additional or increased insurance coverages if, in the opinion of COUNTY, such coverage is necessary to properly manage the risk related to this contract. COUNTY shall give notice to CONTRACTOR of any such requirements prior to the execution of this contract, or within such reasonable time as COUNTY becomes aware of the need for such additional or increased coverages.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the County's Risk Manager

- 7. 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**". Any material labeled as Confidential Information constitutes a representation by CONTRACTOR that it has made a reasonable effort in good faith to determine that such material is, in fact, confidential as defined in N.C. Gen. Stat. § 132-1.2. 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, the COUNTY shall notify CONTRACTOR of the action and offer it the opportunity to intervene and defend same. The COUNTY shall have no duty to defend the action and CONTRACTOR agrees to fully indemnify COUNTY for all costs related to such litigation. Should the COUNTY receive a subpoena or court order for the protected information, it will contact CONTRACTOR and afford it the opportunity to intervene in the action under the same terms and conditions as noted above.

- 8. The existing paragraph 17 in the Original Agreement is redacted and the following paragraph inserted in its place:**

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.
- (3) Sheriff Facilities – Courthouse and Detention Center. The Sheriff's Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center.

(b) General Provisions:

A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will complete the background check process prior to commencing work at Durham County Government. The results of the check will be reviewed by CONTRACTOR's County point of contact who will provide them to the Durham County Security Manager. The Human Resources Department will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Human Resources Department will consult the Legal Office, as needed, on any negative determinations. The Human Resources Department will notify the Contractor's County point of contact of the results of the review. Contractor can appeal a negative determination by the Human Resources Department to the County Manager or the County Manager's designee for final disposition. Appeals need to be submitted in writing to the County point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific COUNTY buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the COUNTY point of contact. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings disabled.

- 9. The COUNTY's notice address in paragraph 23 of the Original Agreement is amended as follows:

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

- 10. Paragraph 27 of the Original Agreement is redacted.

- 11. 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 Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.

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 date herein.

COUNTY OF DURHAM

By: _____

Print Name: _____

Print 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, Durham County Chief Financial Officer

CONTRACTOR

By: _____

Print Name: _____

Print Title: _____

Date of Signature: _____

ATTACHMENTS TO FOLLOW