

**STATE OF NORTH CAROLINA  
COUNTY OF DURHAM**

**AMENDMENT #1 TO THE INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF DURHAM AND  
DURHAM COUNTY FOR THE CITY TO PROVIDE  
RECYCLING PROCESSING AND HAUL SERVICES TO DURHAM COUNTY FOR  
TARGET RECYCLING MATERIALS**

THIS AMENDMENT ("Amendment #1") is made and entered as of the 1st day of July, 2019, by and between the City of Durham ("City"), and Durham County ("County").

**Amendment to the Existing Interlocal.** The interlocal between the City and County entitled "Interlocal Agreement for the City of Durham to Provide Recycling Processing and Haul Services to Durham County for Target Recycling Materials", dated July 1, 2016 (hereinafter "Interlocal"), is hereby amended as follows:

1. Section 1 shall be deleted, and the following shall be substituted in its place:

"The City will accept loads of target recycling materials collected curbside from County residents or collected at the County Convenience Centers and delivered either by the County's private hauler or County vehicle(s) to the City's Transfer Station during normal business hours, Monday through Friday from 7:30am to 4:30pm, and on Saturdays from 7:30am until 12 noon. Material will not be accepted except during those days and times."

2. Section 2 shall be deleted, and the following shall be substituted in its place:

"The County will pay the City a flat rate plus a variable rate per ton for all recyclable materials delivered to the City's Transfer Station. The flat rate shall be \$22.40 per ton, and is subject to a yearly Consumer Price Index (CPI) increase of up to 5%. The CPI increase shall be calculated using the CPI increase for All Urban Consumers, US City Average, All Items for the period June 1 of the previous year through May 31 of the current year, and the new rate will become effective July 1 each year. The variable rate shall be the exact rate that the City is charged by its recycling processor (currently Sonoco) for "non-program recyclables processing". This rate will not be known until the end of the month for which it will be charged. The City will provide monthly tonnage records and reports to the County showing all materials received at the Transfer Station for the preceding month. The City will bill the County for the tonnage delivered by the County to the Transfer Station for the prior month by the 10<sup>th</sup> day of the current month. Payment is due to the City within 30 days of the receipt of the invoice to the County."

3. Section 3 shall be deleted, and the following shall be substituted in its place:

"Unacceptable loads, which are defined as loads that are contaminated according to the criteria identified by Sonoco, are the direct responsibility of the County. The County, after being duly notified by the City of any unacceptable load(s), will be responsible for all costs to clean up and dispose of such loads. The County will be subject to a disposal fee per ton equal to the City's published rate for Non-compliant loading to have the unacceptable loads disposed at the City of Durham Transfer Station. This is currently twice the normal charge for solid waste disposal."

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

COUNTY OF DURHAM

By:

*Wendell Davis*  
County Manager

Wendell Davis, County Manager

Monica Toomer, Clerk To Board  
[Please place County Seal here]

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

*Anna L. Hain*  
Durham County Chief Financial Officer

ATTEST:

CITY OF DURHAM

By:

*Thomas J. Bonfield*

Thomas J. Bonfield  
City Manager

City Clerk

*Diana Schreiber*

NORTH CAROLINA

COUNTY of Durham

ACKNOWLEDGMENT OF COUNTY OF DURHAM

I, a Notary Public in and for the aforesaid County and State certify that

*Diana Schreiber* 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 County Manager, sealed with its corporate seal, and attested by its said Clerk. This the 20<sup>th</sup> day of Sept, 2019

*Tonette Amos*  
Notary Public

My commission expires:

07-17-2022



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

*Anna L. Hain*  
FINANCE OFFICER

9.24.19  
DATE