

ADDENDUM TO INTERLOCAL AGREEMENT FOR YARD WASTE TRANSPORT

WHEREAS, the Towns of Apex and Holly Springs have entered into an Interlocal Agreement (“Agreement”) dated January 4, 2022 to aid Apex in the transportation of yard waste from Holly Springs’ transfer site to Apex’s disposal contractor; and

WHEREAS, the term of the Agreement was extended to January 3, 2023 by the Holly Springs Town Manager on April 28, 2022; and

WHEREAS, the Town of Apex has continued need for assistance in the transportation of yard waste and the Town of Holly Springs is willing to continue providing such assistance on the condition that additional equipment, as defined below, is provided by Apex; and

WHEREAS, the original Agreement and this Addendum is authorized by NCGS §160A-460 *et.seq.*

NOW THEREFORE, for and in consideration of the recitals and the mutual promises and covenants contained in the Agreement and this Addendum, the Parties agree as follows:

INCORPORATION. The terms and conditions herein are incorporated to the Interlocal Agreement between Holly Springs and Apex for Yard Waste Transport.

Paragraph 2. The term of this Agreement shall be extended for 12 months from the effective date of this Addendum and may be extended further per the terms of the original Agreement.

Paragraph 3. Subsection (d) is rewritten as follows, with deletions in struck-through text, and insertions in bold, underlined text:

- d. Holly Springs shall store Apex’s walker trailer **(Asset 731), road tractor (Asset 1), excavator (Asset 699), and backhoe (Asset 5625) (the “Equipment”)** at the Transfer Station when ~~it~~ **the Equipment** is not being used for **processing, loading, and** deliveries of Material to the third party end user, and aside from normal wear and tear will be responsible for the safe operation and utilization of the ~~trailer~~ **Equipment**. No bailment is created through the storage of ~~this trailer~~ **the Equipment** or Material at the Transfer Station. Apex shall be responsible to maintain, **repair, and keep** insurance on ~~its trailer~~ **the Equipment** in an amount satisfactory to Apex.

Paragraph 4. Subsection (b) is rewritten as follows, with deletions in struck-through text, and insertions in bold, underlined text:

- b. Apex shall provide ~~a walker trailer~~ **the Equipment** to Holly Springs to use in **processing and** transporting Material from the Transfer Station to the Contractor for disposal by the Contractor.

Paragraph 4. A new subsection (e) is added to read as follows:

- e. Apex shall maintain any and all insurance necessary to protect the Equipment.

Paragraph 9. The minimum coverage amounts for each party as stated in subsections (a) and (b) shall be increased from \$1,000,000 to \$5,000,000.

Paragraph 23. A new paragraph 23, shall be inserted and read as follows:

At all times during the provision of services under this Agreement, employees of each party hereto shall continue to be employees of their respective parties and shall not be deemed employees of the other party for any purpose. All agents and employees of each party shall be subject to the control, supervision, and authority of their respective parties, and each party shall be solely responsible for making all payments that may be owed to, or required to be made on behalf of, its agents and employees, including, but not limited to, wages, taxes, assessments for unemployment insurance, social security and disability benefits, benefits (including health and retirement) and other fees.

TOWN OF HOLLY SPRINGS

NAME: _____

SIGNATURE: _____

DATE: _____

TOWN OF APEX

NAME: _____

SIGNATURE: _____

DATE: _____