

AMENDMENT 1
of the
INTERLOCAL AGREEMENT BETWEEN
CHATHAM COUNTY AND THE CITY OF DURHAM
RESPECTING WATER SALES

The INTERLOCAL AGREEMENT BETWEEN CHATHAM COUNTY AND THE CITY OF DURHAM RESPECTING WATER SALES (the "Agreement") entered into on August 21, 2008, by and between the County of Chatham ("Chatham"), a N. C. body politic and corporate, and the City of Durham, ("Durham"), a North Carolina municipal corporation, is amended pursuant to Section 22 of the Agreement as follows (this amendment shall be referred to herein as Amendment 1):

The following paragraph and sub-paragraph fully replace the corresponding paragraph and sub-paragraph in the Agreement:

4. Duration. This Agreement shall take effect at 12:01 AM on July 1, 2008. Its duration shall continue until the date that the Regional Water Treatment Facility on the west side of B. Everett Jordan Lake is fully operational, producing treated water, and pumping that treated water to the Chatham County distribution system. The governing body of each Unit has determined that duration to be reasonable.

15. Committed Water Sales from Durham to Chatham.

(b) The Actual Daily Amount referred to in subsection (a) shall be within the ranges shown in the following table:

Period For Sales	Durham's water sales commitment	Maximum Actual Daily Amount in MGD
4-1-2009 through 3-31-2011	0 – 1 MGD	1
4-1-2011 through 3-31-2013	0 - 2 MGD	2
4-1-2013 through 3-31-2015	0 - 3 MGD	3
4-1-2015 through the date that the Regional Water Treatment Facility on the west side of B. Everett Jordan Lake is fully operational, producing treated water, and pumping that treated water to the Chatham County distribution system.	0 - 4 MGD	4

Paragraph 24 is added to the Agreement as a new paragraph:

24. E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of

Article 2 of Chapter 64 of the NCGS.

With the exception of the replaced paragraph and sub-paragraph, the remaining Paragraphs of the Agreement, with the replacements and the addition, shall remain in full force and effect.

By signing below, the parties hereto certify that they have read the entire contents of this Amendment 1; have individually been afforded sufficient opportunity to obtain independent legal advice prior to executing Amendment 1; fully understand the provisions set forth in Amendment 1 and acknowledge that each term, condition and provision is fair and reasonable; and, that each party has received a signed copy of Amendment 1.

IN WITNESS WHEREOF, the City of Durham and the County of Chatham have entered into Amendment 1 on _____, 2020, under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

CITY OF DURHAM

_____ By: _____

preaudit certificate, if applicable _____

ATTEST:

CHATHAM COUNTY

_____ By: _____

preaudit certificate, if applicable _____