

**LETTER OF AGREEMENT #1, AMENDMENT 2 FOR  
THE WESTERN INTAKE PARTNERSHIP  
PROGRAM MANAGER PROJECT**

WHEREAS, Chatham County, the City of Durham, Town of Pittsboro, and Orange Water and Sewer Authority entered into the Memorandum of Agreement (“Agreement”) for the Western Intake Partnership (“WIP”) on or about June 2019; and into Amendment #1 to the Agreement (“Agreement Amendment #1”) on or about September 2020; and into Amendment #2 to the Agreement on or about June 2023 (“Agreement Amendment #2”); and collectively the Agreement and all executed Amendments constitute the current “Agreement”; and

WHEREAS, the City of Durham as the Lead Agency entered into a contract on August 18, 2020, with HDR for the WIP Program Manager Project (attached) in accordance with Sections 2 and 5 of the Agreement; and

WHEREAS, Chatham County, the City of Durham, Town of Pittsboro, and OWASA decided to amend the contract with HDR on December 9, 2021 (“Contract Amendment 1”), to have HDR subcontract with a company to provide laboratory services to analyze the raw water quality of Jordan Lake without any change in the original contract’s total cost; and

WHEREAS Chatham County, the City of Durham, Town of Pittsboro, and OWASA decided to amend the contract with HDR on January 11, 2023 (“Contract Amendment 2”), to add Public Engagement/Communication and Envision Framework Implementation to HDR’s scope of services, as well as a slight increase in duration through August 18, 2023, making use of original contingency funds; and

WHEREAS, Chatham County, the City of Durham, Town of Pittsboro, and Orange Water and Sewer Authority (“OWASA”) are all Participating Partners, having signed Letter of Agreement #1, Amendment 1 on or about August 2022; and

WHEREAS, Chatham County, the City of Durham, Town of Pittsboro, and OWASA have decided to amend the contract with HDR to extend their scope of work to complete the preliminary WIP projects which necessitates this Amendment 2 to Letter of Agreement #1.

NOW, THEREFORE, for and in consideration of the recitals in this Letter of Agreement #1, Amendment 2, and the Agreement, the Parties agree as follows:

- 1) Program Manager Project Cost.
  - a) The maximum total cost of the contract with HDR for the WIP Program Manager project, Amendment 3 is \$3,004,600.00.

Western Intake Partnership Letter #1, Amendment 2

- b) A budget of \$160,000 has been established for any contingencies for this project.
- c) The total maximum project cost, including contingencies, is, therefore, \$3,164,600.00.

2) Program Manager Project Participation. Participation in the WIP Program Manager Project is as follows.

- a) Participating Partners: City of Durham, Chatham County, Town of Pittsboro, Orange Water and Sewer Authority (“OWASA”).
- b) Declining Partner: none.

3) Cost Shares. Cost shares are based on Jordan Lake water supply storage allocation.

- a) Cost shares for full participation, i.e., without any declining partners, are as follows.

	Jordan Lake Allocation	Cost Share	Total Contract Maximum & Contingency
City of Durham	16.5	40.74%	\$1,289,258.04
Chatham County	13	32.10%	\$1,015,836.60
Town of Pittsboro	6	14.81%	\$468,677.26
Orange Water & Sewer Authority	5	12.35%	\$390,828.10
Total	40.5	100.00%	\$3,164,600.00

- b) Cost shares in consideration of a Declining Partner are not applicable.

4) Invoicing. In accordance with Section 5 of the Agreement, the City of Durham will invoice each Participating Partner for its share of the costs as the City of Durham is invoiced by HDR under the WIP Project Manager contract, and each Participating Partner will pay the invoice within 30 days.

Western Intake Partnership Letter #1, Amendment 2

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Dan LaMontagne, County Manager  
Chatham County

ATTEST: \_\_\_\_\_

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

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Roy Lynch, Finance Director

Western Intake Partnership Letter #1, Amendment 2

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Donald F. Greeley, Director  
City of Durham Department of Water Management

ATTEST: \_\_\_\_\_

Western Intake Partnership Letter #1, Amendment 2

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Todd Taylor, Executive Director  
Orange Water and Sewer Authority

ATTEST: \_\_\_\_\_

Western Intake Partnership Letter #1, Amendment 2

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Jonathan Franklin, Town Manager  
Town of Pittsboro

ATTEST: \_\_\_\_\_