

**LETTER OF AGREEMENT #2, AMENDMENT 2 FOR
THE WESTERN INTAKE PARTNERSHIP
GOVERNANCE 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; 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 11, 2021, with Raftelis Financial Consultants, Inc. (“Raftelis”) for the WIP Governance Project (attached) in accordance with Sections 2 and 5 of the Agreement; 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 #2, 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 Raftelis to complete the WIP Interlocal Agreement which necessitates this Amendment 2 to Letter of Agreement #2; and

WHEREAS, Chatham County, the City of Durham, Town of Pittsboro, and OWASA have decided to enter into a separate contract with Parker Poe to complete a WIP Construction Agreement which also necessitates this Amendment 2 to Letter of Agreement #2.

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

- 1) Governance Project Cost.
 - a) The maximum total cost of the contract with Raftelis for the WIP Governance Project, Amendment No. 1 is \$310,122.
 - b) The maximum total cost of the contract with Parker Poe for the Construction Agreement is \$50,000.
 - c) A budget of \$50,000 has been established for any contingencies for this project.
 - d) The total maximum project cost, including contingencies, is, therefore, \$410,122.

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- 2) Governance Project Participation. Participation in the WIP Governance 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%	\$167,083.70
Chatham County	13	32.10%	\$131,649.16
Town of Pittsboro	6	14.81%	\$ 60,739.07
Orange Water & Sewer Authority	5	12.35%	\$ 50,650.07
Total	40.5	100.00%	\$410,122.00

- 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 Raftelis under the WIP Governance contract and Parker Poe under a separate contract, and each Participating Partner will pay the invoice within 30 days.

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Dan LaMontagne, County Manager
Chatham County

ATTEST: _____

Western Intake Partnership Letter #2, Amendment 2

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

ATTEST: _____

Western Intake Partnership Letter #2, Amendment 2

Todd Taylor, Executive Director
Orange Water and Sewer Authority

ATTEST: _____

Western Intake Partnership Letter #2, Amendment 2

Jonathan Franklin, Town Manager
Town of Pittsboro

ATTEST: _____