

**STATE OF NORTH CAROLINA
COUNTY OF CHATHAM
COUNTY OF DURHAM
COUNTY OF ORANGE
COUNTY OF WAKE**

**INTERLOCAL AGREEMENT
for
PHASE VIII
of the
TRIANGLE AREA WATER SUPPLY MONITORING PROJECT**

THIS AGREEMENT is made and entered into by and between Chatham County, Orange County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, and the Orange Water and Sewer Authority (hereinafter, the “Participants”), to be effective from and after July 1, 2017.

WITNESSETH:

WHEREAS, on August 18, 1988, several local governments in Region J entered into an interlocal agreement to establish the Triangle Area Water Supply Water Quality Monitoring Project (hereinafter, the “Monitoring Project”) applicable to certain surface water supplies in Region J; and

WHEREAS, the local governments participating in the project established a Monitoring Project Steering Committee (hereinafter, the “Committee”) to make technical, financial, and administrative recommendations to the participating local entities; and

WHEREAS, the Monitoring Project has been continuously funded through a Joint Funding Agreement with the US Geological Survey (hereinafter, the “USGS”) through June 30, 2017 as described in Attachment A; and;

WHEREAS, the Monitoring Project will complete its Phase VII monitoring program on June 30, 2017; and

WHEREAS, said Committee has determined that additional monitoring is needed and desirable to meet the objectives of measuring water quality conditions and long-term trends in water quality;

NOW, THEREFORE, the parties hereto desire to enter into an Interlocal Agreement pursuant to GS 160A-460 et seq for the purpose of operating a water quality monitoring project for the Triangle Area surface water supplies. Toward that end, the Participants have agreed to the following requirements and conditions:

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

Section 1. Purpose of the Project

- A. The primary objectives of the Monitoring Project are to:
 - 1. Supplement existing data on major ions, nutrients, and trace elements to enable determination of long-term water quality trends;
 - 2. Examine the differences in water quality among water supplies within the region, especially differences among smaller upland sources, large multi-purpose reservoirs, and run-of-river supplies;
 - 3. Provide tributary loading data and in-lake data for predictive modeling;
 - 4. Establish a database for constituents of concern in surface waters in the region; and
 - 5. Report results of the monitoring program to governmental officials, the scientific community, and the general public.

- B. The objectives for Phase VIII of the Monitoring Project are to:
 - 1. Continue fixed-interval water quality monitoring at the sites and frequencies and for the parameters listed on Table 1 of the Monitoring Project Proposal for Phase VIII (see Attachment C);
 - 2. Continue water quality data collection at existing tributary sites during high-flow events, which include those that exceed the historical 75th percentile of daily flow at any station, as shown on Table 2 of Attachment C;
 - 3. Continue stream flow gaging at the sites shown on Table 3 of Attachment C;
 - 4. Conduct additional monitoring and data analysis to ascertain the occurrence and distribution of additional parameters of concern to local water suppliers, to include bromide, chromium (hexavalent, trivalent, and total), and 1,4-dioxane in the Monitoring Project study area;
 - 5. Summarize project water-quality data in a series of 3 biennial reports covering the following periods: 2016-2017; 2018-2019; and 2020-2021), anticipated to be produced by the end of September in the year following respective data collection;
 - 6. Produce a fact sheet suitable for the general public that describes the TAWSMP history, objectives, data-collection network, water-quality concerns, and resources for obtaining detailed information by the end of FY19; and,
 - 7. Expand Project Participant base with additional entities.

Section 2. Roles of the Participants, Managing Agent, and Committee

- A. The role of the Participants is to provide funds for the local portion of the Monitoring Project costs and to appoint representatives to the Committee.

- B. The Managing Agent is the Triangle J Council of Governments. The role of the Managing Agent is to:
 - 1. Act on behalf of the Committee in contractual agreements;
 - 2. Provide overall project management services that will include, but not be limited to, coordination among technical contractors, data management and periodic summaries to the Participants; and

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

3. Provide administrative support to the Committee, such as meeting announcements, minutes, billing and overall accounting.
- C. The role of the Committee is to provide Monitoring Project oversight. The Committee will consist of one representative, each entitled to a single vote, appointed by each Participant. Other individuals from each Participant may attend Committee meetings as necessary; however, votes will only be received from the appointed representative (see Attachment D). All appointments should be made by July 1, 2017.

The Committee's first meeting for Phase VIII shall be convened by September 1, 2017 and chaired by the proposed Phase VIII Committee Chair. This Chair and any other officers will be selected by the Committee from among its members and formally elected during this meeting. Officer term length shall coincide with the duration of each Phase; however, officer transitions may occur throughout the Phase if needed and supported by a majority ruling. The Committee may also use this meeting to adopt any rules or procedures it deems necessary. Proposed Committee bylaws are provided in Attachment D.

The principal charge to the Committee is to oversee the Monitoring Project's timely execution and to ensure the responsible expenditure of public funds. The Committee shall have authority to modify the Monitoring Project's scope of work; to establish an annual budget; and to establish annual local costs (subject to the Participants' approval). The Committee may not acquire any real property pursuant to this Agreement.

The agreement with the Managing Agent attached hereto as Attachment E is hereby approved, and the Committee Chair is authorized to enter into said agreement on behalf of the Committee and the Participants. All actions by the Committee or the Managing Agent related to the administration or disbursement of monies shall be in accordance with all applicable State statutes and other rules of fiscal control applicable to local government units and/or Councils of Governments.

Section 3. Funding of the Project

Participants do hereby enter into this Agreement with the intent of providing funds on an annual basis necessary for completing the Monitoring Project. Local Costs for the entire Phase VIII of the Monitoring Project will not exceed \$1,830,000 for technical services provided by USGS, and \$100,000 for administrative services provided by TJCOG, as outlined in Attachment B. The annual funding support provided by Participants for local fiscal years 2018 through 2022 shall be as shown in Attachment B, or as otherwise necessary to undertake the project as recommended by the Committee, provided, however, the funding level does not exceed the Participants' projected share of annual costs for FY 2018-22. If the Committee proposes to modify the Monitoring Project such that Total Local Costs exceed \$1,830,000, this Agreement must be amended in writing and signed by all parties. If the parties do not so amend this Agreement, the Monitoring Project may not be modified to increase Total Local Costs.

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

Participants' local annual costs will be determined on or before March 1 preceding each local fiscal cycle for which funds are to be budgeted. Annual local costs will be payable on or before August 31st of the fiscal year for which they are budgeted. Payments will be made to the Managing Agent as herein designated. Failure to pay by August 31st will result in accrual of interest beginning September 1 at a rate of $\frac{3}{4}$ of one percent per month (9% annual; over and above any limits on annual local costs).

Section 4. Terms of Agreement

- A. This agreement shall become effective July 1, 2017, and shall continue until the completion of the Monitoring Project, or until June 30, 2022, whichever is earlier, unless otherwise extended.
- B. Participants may withdraw from, or additional units of local government may join, this Agreement, effective July 1 of any year, provided they have given formal written notice to the Monitoring Project Committee Chair and the Managing Agent by February 1 of that calendar year. Written notice of withdrawal is deemed sufficient only if it is signed by a person in the same position as had signed this Agreement. Any Participant wishing to withdraw from the Monitoring Project that has not provided a formal written notice to withdraw by February 1 of that calendar year will be legally required to pay its agreed upon cost share as described in Attachment B.
- C. All matters relating to this contract shall be governed by the laws of the State of North Carolina, and venue for any action relating to this Agreement shall be performed in the Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
- D. In consideration of the signing of this Contract, the parties hereto for themselves, their agents, officials, and employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this contract.
- E. The parties agree that this Agreement is subject to the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and any contractor or subcontractor performing services because of this Agreement shall be required to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- F. The parties by executing this Agreement certify that as of the date of this Agreement they are not on the Final Divestment List as created by the State Treasurer pursuant to North Carolina General Statute 147-86.58 and they are in compliance with the requirements of the Iran Divestment Act and North Carolina General Statute 147-86.59. They shall not utilize in the performance of this Agreement any subcontractor that is identified on the Final Divestment List.
- G. This Agreement may only be amended in writing and signed by all parties.

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

- H. No party shall assign or transfer its interest in this Agreement without the written consent of all other parties.
- I. This Agreement shall be ratified by resolution of the governing board of each party.

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

Renee Paschal County Manager
Chatham County

ATTEST: _____

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

Vicki McConnell, Deputy County Manager/Finance Director

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

Bonnie B. Hammersley, County Manager
Orange County

ATTEST: _____

Gary Donaldson, Chief Financial Officer
Orange County

ATTEST: _____

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

Lance Olive, Mayor
Town of Apex

ATTEST: _____

Drew Havens, Town Manager
Town of Apex

ATTEST: _____

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

Sean R. Stegall, Town Manager
Town of Cary

ATTEST: _____

Certificate of Town of Cary Finance Director

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

Karen Mills, Finance Director

Date

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

Thomas J. Bonfield, City Manager
City of Durham

ATTEST: _____

D. Ann Gray, City Clerk
City of Durham

ATTEST: _____

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

Keith R. Herrmann, Finance Officer

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

Eric Peterson, Town Manager
Town of Hillsborough

ATTEST: _____

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

Phillip Cordeiro, Assistant Finance Director
Town of Hillsborough

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

Ed Kerwin, Executive Director
Orange Water and Sewer Authority

ATTEST: _____

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

Stephen Winters, Director of Finance
Orange Water and Sewer Authority

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

ATTACHMENT A

**SUMMARY OF TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
PARTNERSHIP, AUGUST 1988 – JUNE 2017**

Due to reliance on surface water for water supply and the potential impact of growth on the quality of the region's water supply sources, local governments in the region recognize that water quality monitoring is crucial to the protection of the Triangle Area's surface water resources. In 1988, a number of local governments in the six-county region, with assistance from the Triangle J Council of Governments, formed the Triangle Area Water Supply Monitoring Project to systematically evaluate the quality of several water supply sources in the region. With assistance from the US Geological Survey (USGS), the Project has collected and analyzed water quality samples from reservoirs and streams and collected continuous discharge record from streams in the study area for nearly 30 years. These data, along with data collected by the North Carolina Division of Water Resources (DWR) and with data collected as part of a program of the USGS, the US Army Corps of Engineers, and the City of Durham, form a long-term comprehensive database on the quality of many of the area's water supply reservoirs and rivers, and selected tributaries to those water supplies.

In the last 30 years, concerns about water quality of the area's water supplies and the impact of development on reservoir eutrophication and contaminant concentrations have remained prominent, although specific concerns have changed. Monitoring initially focused on determining the occurrence of synthetic organic compounds in the water column and bed sediments; later monitoring and interpretive efforts focused on nutrient and sediment loads and trends. Issues such as the occurrence of disinfection by-products, microbial pathogens, and pharmaceutical and personal care products have also been addressed.

Throughout the history of the Project, the local government partnership has leveraged its local contributions with a major cost share match through a Joint Funding Agreement with the US Geological Survey. Phase I of the Project began with the execution of an interlocal agreement on August 18, 1988. At that time, the local government partners consisted of Chatham County, Orange County, the Town of Apex, the Town of Carrboro, the Town of Cary, the Town of Chapel Hill, the City of Durham, the Town of Hillsborough, the Town of Pittsboro, the City of Raleigh, the City of Sanford, and the Town of Smithfield. Phase I concluded in June 30, 1991.

Phase II of the Project began on July 1, 1991 with the execution of an amendment to the original interlocal agreement. At that time, the local government partners consisted of Chatham County, Orange County, the Town of Apex, the Town of Carrboro, the Town of Cary, the Town of Chapel Hill, the City of Durham, the Town of Hillsborough, the City of Raleigh, the City of Sanford, and the Town of Smithfield. The Town of Pittsboro had left the Project after Phase I. Phase II concluded in June 30, 1995.

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

Phase III of the Project began on July 1, 1995 with the execution of an amendment to the original interlocal agreement. At that time, the local government partners consisted of Chatham County, Orange County, the Town of Apex, the Town of Carrboro, the Town of Cary, the Town of Chapel Hill, the City of Durham, the Town of Hillsborough, and the City of Sanford. The City of Raleigh and the Town of Smithfield had left the Project after Phase II. Phase III concluded on June 30, 1999.

During Phase III, the Town of Chapel Hill and the Town of Carrboro agreed that the Orange Water and Sewer Authority would enter into the same interlocal agreement on behalf of the Town of Chapel Hill and the Town of Carrboro to continue the Project from that point forward.

Phase IV of the Project began on July 1, 1999 with the execution of an amendment to the original interlocal agreement. At that time, the local government partners consisted of Chatham County, Orange County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, and the Orange Water and Sewer Authority. The City of Sanford had left the Project after Phase III. Phase IV concluded on June 30, 2003.

Phase V of the Project began on July 1, 2003 with the execution of an amendment to the original interlocal agreement. At that time, the local government partners consisted of Chatham County, Orange County, Wake County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, the Town of Morrisville, and the Orange Water and Sewer Authority. Wake County and the Town of Morrisville had joined the Project for Phase V. Phase V concluded on June 30, 2007. During Phase V, the City of Raleigh rejoined the Project with the execution of a confirmation of understanding effective on July 1, 2005.

Phase VI of the Project began on July 1, 2007 with the execution of a new interlocal agreement. At that time, the local government partnership consisted of Chatham County, Orange County, Wake County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, the City of Raleigh, the Orange Water and Sewer Authority, and the South Granville Water and Sewer Authority. The Town of Cary assumed the cost share and responsibilities of the Town of Morrisville, and the South Granville Water and Sewer Authority will joined the Project. The City of Raleigh, Wake County, and the South Granville Water and Sewer Authority withdrew from the Project in the 5th year of Phase VI. Phase VI concluded on June 30, 2012.

Phase VII of the Project began on July 1, 2012 with the execution of a new interlocal agreement. At that time, the local government partnership consisted of Chatham County, Orange County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, and the Orange Water and Sewer Authority. The Town of Cary assumed the cost share and responsibilities of the Town of Morrisville. Phase VII will conclude on June 30, 2017.

Phase VIII of the Project will begin on July 1, 2017 with the execution of a new interlocal agreement. At that time, the local government partnership is expected to consist of Chatham County, Orange County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, and the Orange Water and Sewer Authority. The Town of Cary will assume the cost share and responsibilities of the Town of Morrisville. Phase VIII will conclude on June 30, 2022.

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

ATTACHMENT B

**TAWSMP ANNUAL COST SHARES FOR PHASE VIII:
FY 2018 – FY 2022**

The annual cost for Phase VIII of the Triangle Area Water Supply Monitoring Project is \$615,000. The US Geological Survey will provide a forty-five percent cost share match of \$249,000. The Monitoring Project Partners' total annual cost for Phase VIII is the remaining \$366,000, plus \$20,000 for TJCOG services and support. The Monitoring Project Partners' individual annual cost shares are the sum of a base rate and a variable rate. The base rate is thirty percent of the total annual Monitoring Project Partners' cost, which is thirty percent of \$386,000, divided equally among the Monitoring Project Partners. The variable rate is seventy percent of the total annual Monitoring Project Partners' cost, which is seventy percent of \$386,000, multiplied by each Monitoring Project Partners' percentage of the total average annual water use during Fiscal Year 2015 for all Monitoring Project Partners.

Project Partners	Average Annual Daily Water Use (mgd) ¹	Share of Total Water Use	Base Rate Cost Share	Variable Rate Cost Share	Phase VIII Total Annual Cost
Apex	3.970	7.1%	\$14,475	\$19,274	\$33,749
Cary (includes Morrisville)	17.200	30.9%	\$28,950	\$83,505	\$112,455
Chatham County	1.661	3.0%	\$14,475	\$8,064	\$22,539
Durham	24.580	44.2%	\$14,475	\$119,336	\$133,811
Hillsborough	1.315	2.4%	\$14,475	\$6,384	\$20,859
Orange County ²	0.183	0.3%	\$14,475	\$890	\$15,365
Orange Water and Sewer Authority	6.745	12.1%	\$14,475	\$32,747	\$47,222
Total	55.65	100%	\$115,800	\$270,200	\$386,000

Notes:

1. Based on raw water withdrawals during CY 2015 as reported by the Partners in their Local Water Supply Plans.

2. Orange County's Average Annual Daily Water Use is based on the percentage of the Orange-Alamance Water System service area located within Orange County, as indicated in its 2015 Local Water Supply Plan.

Orange-Alamance Water System service area in Orange County = 30%

	TJCOG Fee	Cost Shares
Local Annual Cost*	\$20,000	\$366,000

*Costs include ongoing water-quality monitoring, 10 stream gauges, and management fee.

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

ATTACHMENT C

Tables 1 and 2, below, are from the US Geological Survey's *Proposal to the Triangle Area Water Supply Steering Committee for Water Quality Monitoring and Assessment of Selected Streams and Reservoirs in the Triangle Area of North Carolina: Phase VIII of the Triangle Area Water Supply Monitoring Project, July 2017 through June 2022*.

TABLE 1 – ROUTINE WATER QUALITY SAMPLING SITES AND CONSTITUENTS

USGS station no.	Site Location	Sampled by	Near a supply intake	Stream-flow gage	No. USGS samples per year			
					Nutrients, Chl-a	Major ions (inc Br)	Metals, inc Cr III/ Cr VI	1-4, dioxane
STREAM SITES								
02085000	Eno River at Hillsborough, NC	USGS	--	yes	6	6	6	6
02096846	Cane Creek near Orange Grove, NC	USGS	--	yes	6	6	6	6
02097464	Morgan Creek near White Cross, NC	USGS	--	yes	6	6	6	6
0209782609	White Oak Cr at mouth near Green Level, NC	USGS	--	yes	6	6	6	6
RESERVOIR SITES								
0208480275	West Fork Eno Reservoir at dam near Cedar Grove, NC	USGS	yes	--	6	6	6	6
0208524845	Little River Reservoir at dam near Bahama, NC	USGS	yes	--	6	6	6	6
02086490	Lake Michie at dam near Bahama, NC	USGS	yes	--	6	6	6	6
0209684980	Cane Cr Reservoir at dam near White Cross, NC	USGS	yes	--	6	6	6	6
0209699999	Jordan Lake, Haw River arm near Hanks Chapel, NC	USGS	yes	--	6	6	6	6
0209719700	B. E. Jordan Lake, Haw River arm, above B. E. Jordan dam, NC	USGS	--	--	6	6	6	6
0209749990	University Lake at dam near Chapel Hill, NC	USGS	yes	--	6	6	6	6
0209768310	Jordan Lake at Buoy 12 at Farrington, NC	USGS	--	--	6	6	6	6
0209799150	Jordan Lake above US Hwy 64 near Wilsonville, NC	USGS	yes	--	6	6	6	6
0209801100	Jordan Lake at Bells Landing near Griffins Crossroads, NC	USGS	yes	--	6	6	6	6

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

TABLE 2 – STORM-EVENT-ONLY SAMPLING SITES AND CONSTITUENTS

USGS station no.	Site Location and USGS station number	Sampled by	Stream-flow gage	No. USGS samples per year ¹			
				Nutrients, Chl-a	Major ions (inc Br)	Metals, inc Cr III/ Cr VI	1-4, dioxane
02085070	Eno River near Durham, NC	DWR USGS	yes	1-2	1-2	1-2	1-2
0208521324	Little River at SR 1461 near Orange Factory, NC	DWR USGS	yes	1-2	1-2	1-2	1-2
02085500	Flat River at Bahama, NC	DWR USGS	yes	1-2	1-2	1-2	1-2
02096960	Haw River near Bynum, NC	DWR USGS	yes ² (USACE)	1-2	1-2	1-2	1-2
02097314	New Hope Creek near Blands, NC	DWR USGS	yes	1-2	1-2	1-2	1-2
0209741955	Northeast Creek at Sr 1100 near Genlee, NC	DWR USGS	yes	1-2	1-2	1-2	1-2
02097521	Morgan Creek near Farrington, NC	DWR USGS	yes ³	1-2	1-2	1-2	1-2
02098198	Haw R Below B. Everett Jordan Dam near Moncure, NC	DWR USGS	no ⁴	1-2	1-2	1-2	1-2

¹ Sites will be sampled at various frequencies throughout Phase VIII; up to ten samples among these sites will be collected each year

² Gage funded through separate agreement with agency shown in parentheses

³ Streamflow from a nearby gage, USGS site number 02097517

⁴ Stage-only gage; Streamflow computed from USACE reservoir-release records

TABLE 3 - STREAMGAGING STATIONS FUNDED BY THE TAWSMP

USGS station number	Site location
02085000	Eno River at Hillsborough, NC
02085070	Eno River near Durham, NC
0208521324	Little River at SR 1461 near Orange Factory, NC
02085500	Flat River at Bahama , NC
02096846	Cane Creek near Orange Grove, NC
02097314	New Hope Creek near Blands, NC
0209741955	Northeast Creek at Sr 1100 near Genlee, NC
02097464	Morgan Creek near White Cross, NC
02097517	Morgan Creek near Chapel Hill, NC
0209782609	White Oak Cr at mouth near Green Level

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

ATTACHMENT D

**MEETING AND DECISION MAKING BY-LAWS
for the
TRIANGLE AREA WATER SUPPLY MONITORING PROJECT**

ARTICLE I- MEETINGS OF THE STEERING COMMITTEE

- 1. Meeting Frequency:** Regular quarterly meetings of the Steering Committee shall be held on such date and at such time and place as may be set by the Steering Committee. In addition, the Steering Committee may conduct additional regular meetings at such times and places as the Steering Committee shall determine. All meetings will be held in accordance with North Carolina open meetings statutes.
- 2. Notice of Meetings:** Notice of each meeting of the Steering Committee shall be in writing, shall state the place, day and hour of the meeting and, in the case of a special meeting, shall state the purpose or purposes for which such meeting is called. Each such notice shall be given in accordance with the State of North Carolina's open meetings laws. All notices shall be delivered by email to Steering Committee representatives.
- 3. Proxy:** A representative may be represented at any meeting or meetings of the Steering Committee or vote and exercise any other rights at any meeting by proxy or proxies appointed in writing signed by such representative and delivered by email, mail or facsimile to the Managing Agent at the time of such meeting.
- 4. Voting:** The action of a simple majority of the representatives present and voting at a meeting at which a quorum (see below) is present shall be the action of the Steering Committee. Each Participant shall be entitled to one (1) representative and one (1) vote on any matter coming before the Steering Committee of the partnership.
 - (a) Quorum:** A quorum shall consist of at least one-half of the Steering Committee representatives, each one representing a different Participant, present in person or by proxy. A majority of the Steering Committee representatives present at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time until a quorum is present. The Steering Committee may act by consensus or majority vote of the representatives present. Voting may take place by email, by telephone conference, by facsimile, by written ballot, or by vote at a duly called meeting. Once a quorum is present at a meeting, the exiting or abstention of any representative shall not remove such quorum and all business which otherwise could have been conducted at such meeting may continue to be conducted.
- 5. Rules of Order:** All meetings shall be conducted according to Robert's Rules of Order, newly revised, except as otherwise noted in these By-laws.

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

ARTICLE II- AMENDMENTS TO BY-LAWS

Amendments to these by-laws may be approved by an affirmative vote of the majority of the Steering Committee, provided written notice of the proposed changes have been provided to all representatives at least thirty (30) days prior to the vote being taken. Amendments shall take effect immediately upon their adoption unless specified otherwise in the amendment.

ARTICLE III- ADOPTION OF BY-LAWS

The TAWSMP Steering Committee has approved these By-laws on the ____day of _____ in the year _____, by a vote of ____ for to ____ against.

BY:

ATTEST:

Sydney Miller, Chair
City of Durham

Witness

Jeff Adkins, Vice Chair
Town of Cary

Witness

David Hardin
Town of Apex

Witness

Brian Burkhart
Chatham County

Witness

Kenny Keel
Town of Hillsborough

Witness

Tom Davis
Orange County

Witness

Kenneth Loflin
Orange Water And Sewer Authority

Witness

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

ATTACHMENT E

AGREEMENT BETWEEN THE
TRIANGLE AREA WATER SUPPLY MONITORING PROJECT STEERING COMMITTEE
AND
TRIANGLE J COUNCIL OF GOVERNMENTS
REGARDING THE OVERALL MANAGEMENT OF THE
WATER QUALITY MONITORING PROJECT

This Agreement is entered into this ____ day of _____, 2017 by and between the Triangle Area Water Supply Monitoring Project Steering Committee, hereinafter called the Committee, and the Triangle J Council of Governments, hereinafter called the Managing Agent.

WHEREAS, Chatham County, Orange County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, and the Orange Water and Sewer Authority (hereinafter called the “Participants”) have entered into an Interlocal Agreement effective July 1, 2017 for the purpose of facilitating a water quality monitoring project for the Triangle Area surface water supplies, hereinafter called the “Project;” and

WHEREAS, those counties, municipalities and authorities have created a Steering Committee and empowered the Chair to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Committee and Managing Agent hereby mutually agree as follows:

Section 1. Purpose

The purpose of this Agreement is to provide for the overall administration of the Project.

Section 2. Scope of Services

The Managing Agent shall perform the tasks necessary for overall Project administration. The Managing Agent will act on the Committee’s behalf in all of the Committee’s contractual agreements.

The general procedure that will be followed will be one of day to day management and oversight of the Project by the Managing Agent, performed within the context of regular consultation with Committee members and other technical advisors and contractors to the Project.

The Managing Agent agrees to provide the services hereinafter set forth:

- A. Collaboration with the Project’s technical contractors to review and provide input on products, reports, and other documents, create informational materials, and to relay pertinent information to the Steering Committee and Participants as needed;
- B. Day to day oversight of the Project’s contracts and agreements, ensuring that objectives are achieved and milestones are met according to contract/agreement specifications;

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

- C. Maintenance of the Project's financial records and other bookkeeping activities, including the collection of local funds committed to the Project and payment of contractors;
- D. Maintenance of records to ensure compliance with all applicable State statutes and other rules of fiscal control applicable to local government units;
- E. Staff support to the Project Steering Committee, including meeting room facilities, announcements and minutes;
- F. Periodic written and verbal reports of progress toward the Project's overall objectives, as stated in Section 1 of the July 1, 2017 Interlocal Agreement, including quarterly progress reports;
- G. Liaison between the Committee and its technical consultants regarding any modifications that may be needed to better meet those objectives; and
- H. Preparation of a draft Annual Administrative Workplan that will clearly define expectations, deliverables and schedule milestones for the subsequent fiscal year. A draft Workplan will be provided by the Managing Agent to the Committee for their consideration by April 1 prior to the beginning of the applicable fiscal year.
- I. Participation in any Committee annual performance review of the Managing Agent.
- J. Other staff support services to assist the Committee in its primary charge of overseeing the Project's timely execution and insuring the responsible expenditure of public funds. This will include working with the Committee to expand the Participant base for the Project, the creation and maintenance of an online document sharing portal for all TAWSMP products, reports, and other information, and any other efforts as determined by a vote of the Committee and included in the adopted Annual Administrative Workplan, and which would not detract from providing the services enumerated in Section 2, Parts A through G above.

Section 3. Time of Performance

The services of the Managing Agent will commence on July 1, 2017, and will terminate upon completion of the Project, or on June 30, 2022, whichever is earlier, unless otherwise extended.

Section 4. Compensation

The total compensation to be paid for services outlined in Sections 2 of this Agreement will be \$100,000, payable according to the following schedule unless the Committee invokes by majority vote the Fund Withholding Provision of this section:

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

June 30, 2018:	\$20,000
June 30, 2019:	\$20,000
June 30, 2020:	\$20,000
June 30, 2021:	\$20,000
June 30, 2022:	<u>\$20,000</u>
Total	\$100,000

All payments shall be made to the Managing Agent from the annual funding support provided by the Participants in the Project.

The Project Steering Committee may review the performance of the Managing Agent as necessary to ascertain fulfillment of work plan obligations. The Committee may, by majority vote, make a determination that Managing Agent is deficient in providing one or more services enumerated in Section 2. In making such a determination, the Committee shall provide written notice to Managing Agent specifying:

1. In which of the enumerated services there is a deficiency,
2. The funded activity in the Annual Administrative Work Plan which is deficient and the specific nature of the deficiency,
3. The steps Managing Agent needs to take to remedy the deficiency, and
4. The deadline by which the remedy needs to be achieved.

If, after the deadline, the Committee by majority vote determines that the deficiency has not been satisfactorily remedied, the Committee may withhold ten percent of the Managing Agent's compensation for the Fiscal Year covered by the Annual Administrative Work Plan. In the event that Participants have already paid the total annual compensation for the fiscal year, Managing Agent shall return ten percent of the compensation to each Participant.

Section 5. Suspension or Termination

Either party may suspend or terminate this Agreement upon 60 days written notice in whole or in part for cause. Cause shall include the following:

- A. Ineffective or improper use of funds;
- B. Failure to comply with the terms and conditions of this Agreement; and
- C. If for any reason the carrying out of this Agreement is rendered impossible or infeasible, including inability of Participants or any one Participant to provide adequate funding.

If the Committee withholds payment, it shall advise the Managing Agent and specify in writing the actions that must be taken and a reasonable date for compliance as a condition precedent to the resumption of payments. If the Committee or the Managing Agent intends to suspend this Agreement, it shall advise the other party and specify in writing the actions that must be taken and a reasonable date of compliance in order to avoid suspension of the Agreement. Upon receipt of notice of termination Managing Agent shall immediately cease all services and meet with the Committee to determine what services, if any, shall be required to bring the Project to a reasonable termination in accordance with the Committee's request.

TRIANGLE AREA WATER SUPPLY MONITORING PROJECT
INTERLOCAL AGREEMENT

Section 6. Access to Records

The Managing Agent shall maintain all official Project records and documents during the Project. The Committee shall have access to any books, documents, papers and records of the Managing Agent, which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

Section 7. Interest Earned on Committee Revenues

The Managing Agent shall place the interest earned on the revenues received from August 9, 1988 until the end of the Project into a deferred revenue account. This account shall offset expenses in the final year of the Project or shall be applied to unforeseen Project expenses, as determined by the Committee.

Section 8. Additional Terms

- A. Contract may only be amended in a writing signed by the parties.
- B. Managing Agent shall not assign or transfer its interest in, nor delegate its duties under this Agreement.
- C. This Agreement shall be governed by the laws of the State of North Carolina. Any and all suits or actions related to Contract shall be brought in Wake County N.C. as defined in Section 4 of the Interlocal Agreement.
- D. The parties agree that this Agreement is subject to the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and any contractor or subcontractor performing services because of this Agreement shall be required to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- E. The parties by executing this Agreement certify that as of the date of this Agreement they are not on the Final Divestment List as created by the State Treasurer pursuant to North Carolina General Statute 147-86.58 and they are in compliance with the requirements of the Iran Divestment Act and North Carolina General Statute 147-86.59. They shall not utilize in the performance of this Agreement any subcontractor that is identified on the Final Divestment List.
- F. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

By:

Sydney Miller, Chair, Triangle Area Water Supply Monitoring Project Steering Committee

By:

Lee Worsley, Executive Director, Triangle J Council of Governments