



**Memorandum of Understanding
Jordan Lake Partnership**

**MEMORANDUM OF UNDERSTANDING SUPPORTING A REGIONAL
PARTNERSHIP FOR WATER SUPPLY PLANNING AND POTENTIAL JOINT
USE OF THE B. EVERETT JORDAN RESERVOIR**

WHEREAS, the Research Triangle Region of North Carolina has experienced three significant droughts within the past six years; and

WHEREAS, the B. Everett Jordan Reservoir (Jordan Lake) has proven to be a reliable source of water supply; and

WHEREAS, the Research Triangle Region continues to grow and serve as the premier economic engine for our State; and

WHEREAS, the local government jurisdictions in the Research Triangle Region have responsible and thoughtful land use plans to accommodate the projected growth of our Region; and

WHEREAS, the local government jurisdictions and their constituent water supply authorities are responsible for providing for the publicly owned water supply that has been a critical ingredient in the economic development of the Region; and,

WHEREAS, only about two thirds of the total water supply capacity of Jordan Lake is currently allocated, and only about half of that allocated amount is currently being used; and,

WHEREAS, Jordan Lake is a regional asset and it is understood that the use of its water supply requires a comprehensive and collaborative regional approach that will provide sustainable benefits, including:

- Improved cooperation between local water utilities and ease of regulatory oversight;
- Reduced unit costs through economies of scale in facility design, construction and operation of a potential joint use public water supply intake and other investments;
- Increased flexibility and reliability of local water supplies, especially during droughts and other dynamic events; and
- Enhanced ability to comply with federal and state drinking water standards; and
- Sustainable use of regional drinking water resources; therefore

BE IT RESOLVED, that the signatories to this memorandum of understanding pledge to work together as part of a Jordan Lake Regional Water Supply Partnership (referred to as the *Jordan Lake Partnership*); and,

BE IT RESOLVED, that the signatories will participate in the *Jordan Lake Partnership* for regional water supply planning related to Jordan Lake with the goal of collaboratively defining Jordan Lake's role in a long term sustainable and secure regional water supply for the Research Triangle Region; and,

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BE IT RESOLVED, that the *Jordan Lake Partnership* will operate under the principles of regional collaboration, sustainable water supply, environmental stewardship, mutual and collective benefit, proportional representation, and financial stability;

NOW, THEREFORE, the parties hereto desire to enter into a Memorandum of Understanding for interlocal cooperation pursuant to GS 160A-460 et seq. for the purpose of collaborating in the various activities related to a regional partnership for water supply planning and use of the B. Everett Jordan Reservoir. Toward that end, the signatories have agreed to the following:

- 1) Partnership Management Team. The activities and management of the Partnership will be guided by the Partnership Management Team.
 - a) The ***Partnership Management Team*** shall be established to discuss general activities and provide overall guidance for activities under this Memorandum of Understanding. The Team shall consist of the manager, or their designee, from each signatory. The Partnership Management Team will be chaired by the City Manager of the City of Durham, or the deputy or assistant manager as designated by the Durham Manager.
 - b) The Partnership Management Team shall meet as often as required, but no less than annually. Each representative to the Partnership Management Team will have one vote on all matters coming before the Team for consideration. The vote of a simple majority shall be used in the absence of consensus on issues before the Partnership Management Team.
 - c) The Partnership Management Team will advise the Lead Agency regarding management and direction of the general activities under this memorandum of understanding, including:
 - i) Determine scope of the General Activities of the Partnership, such as communications, outreach, development of meeting materials and collaboration with members of the Partnership as well as other interested and relevant parties.
 - ii) Provide general direction for the Partnership's contracts in support of the general activities.
- 2) Lead Agency.

The City Council of the City of Durham has voted unanimously by resolution to take a leadership role in a partnership for regional water supply planning related to Jordan Lake. The Jordan Lake Partnership signatories recognize the City of Durham's willingness to provide leadership as the convening party for the Partnership and as such Durham will act as the Lead Agency for the Partnership's General Activities. The City of Durham will act as the fiscal and contracting agent for the Partnership's General Activities, and will enter into necessary contracts in support of the Partnership. Durham's authority to act as the agent for the Partnership's General

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Activities is conducted with advice of the Partnership Management Team, not as an instrument of a joint agency.

3) **Costs for General Activities.**

Each signatory to this agreement will participate in supporting the costs of each year of General Activities of the Partnership by payment to the City of Durham at one of two levels:

- a) Level I – signatories with 10,000 or more water service connections - \$7,500
- b) Level II – signatories with less than 10,000 water service connections - \$2,500

4) **Invoicing for General Activities.**

The City of Durham will invoice each signatory unit for their share of the General Activities costs in January of each year, and each signatory will pay the invoice within 30 days.

5) **Additional Projects.**

The signatories of this Memorandum of Understanding may seek additional opportunities to cooperate on mutually beneficial planning and capital projects related to water supply resources from Jordan Lake. Participation in an Additional Project is at the discretion of each signatory of the Partnership. The paragraphs below summarize currently identified Additional Projects that may be undertaken:

- a) **Regional Water Supply Planning Project.** The objective of this Project will be to develop a regional water supply plan for Jordan Lake. This will include gathering, reviewing, and refining relevant water supply information from Jordan Lake allocation holders as well as water systems connected to allocation holders. Information collected will include, but not be limited to, water supply demand, conservation measures, supply sources, and future needs.
- b) **Jordan Lake Allocation Request Project.** The objective of this Project will be to develop a jointly prepared and coordinated allocation requests to the Environmental Management Commission for allocation of Jordan Lake water supply storage. This may include preparing a common letter request for participants in this Project and a summary of a Regional Water Supply Plan (developed under a separate Project in item (i)) to support the requests. This task may also include tailoring common information specifically for the applicants that could be used for individual applications for allocations of water supply storage. The goal is to prepare common information that reflects a regional water supply plan that can be used for the individual system applications to the Environmental Management Commission.
- c) **Jordan Lake Western Intake Preliminary Planning Project.** This Project may include study of the potential capacity and associated intake and water supply facilities that may be required to utilize any increased allocation of public water supply from Jordan Lake. It will include preliminary engineering and costs information to support an allocation application. This task will be limited to the

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members of the Partnership that are interested in pursuing joint development of such a capital project. It is anticipated that the scope of this Project will be limited to preliminary design and engineering and that final design and engineering will require separate agreements beyond the limited scope of preparing an allocation request and application.

6) Supplemental Articles.

Supplemental Articles will be signed by the manager or executive director for each signatory wishing to participate in an Additional Project addressed in that Article, and will specify the Project Lead Agency, Project Scope, Project Cost, members of the Project Management Team, and Signatory Cost Shares, along with other information needed to define the Project. The Project Management Team for each Project will advise the Project Lead Agency regarding the Project.

7) Duration, Amendment and Termination.

The term of this Memorandum of Understanding shall begin upon the approval of the second signatory and shall last until June 30, 2014. However, the Memorandum of Understanding shall only become binding on each signatory after approval and execution of the Memorandum of Understanding by that signatory. The Memorandum of Understanding may be terminated, or the term can be extended, upon mutual written agreement of the signatories. This Memorandum of Understanding may be amended with written approval of the signatories.

8) No obligation to enter into additional Articles or Agreements.

It is understood that no party is obligated to participate in Supplemental Articles to this Memorandum of Understanding, or in future separate agreements executed beyond this initial Memorandum of Understanding.

9) Withdrawal from Memorandum of Understanding.

Signatories may withdraw from this Memorandum of Understanding with 30 days written notice to the City of Durham, provided that any residual financial obligations shall survive such withdrawal until satisfied. The City of Durham will confirm receipt of such withdrawal and notify the other signatories within 30 days of receipt of such withdrawal.

10) Addition of Signatories.

Additional parties may join the Jordan Lake Partnership by written request from the party's manager or executive director to the City of Durham and adherence to the provisions of this Memorandum of Understanding. The City of Durham will provide the new signatory with written confirmation of the party's joining the Partnership, and will notify the other signatories, within 30 days of receipt of such written request.

11) Miscellaneous Provisions.

- a) The singular of terms used in the Memorandum of Understanding shall include the plural, and the masculine shall include the feminine, and vice versa.

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- b) A signed copy of this Memorandum of Understanding shall be considered as an original.

- c) Service or all notices under this Memorandum of Understanding shall be sufficient, if given personally, by registered or certified mail, return receipt requested, and mailed to the party involved at the address and to the attention of the person set forth below, or to such other person or address as said party may provide in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the return receipt or otherwise.

TOWN OF APEX

Timothy L. Donnelly, Public Works and Utilities Director
PO Box 250
Apex, NC 27502-0250

TOWN OF CARY

Leila R. Goodwin, Water Resources Manager
PO Box 8005
Cary, NC 27512-8005

CHATHAM COUNTY

David Hughes, Public Works Director
PO Box 1550
Pittsboro, NC 27312

CITY OF DURHAM

Donald F. Greeley, Director
Department of Water Management
101 City Hall Plaza
Durham, NC 27701

TOWN OF HILLSBOROUGH

Kenneth Keel, Town Engineer
PO Box 429
Hillsborough, NC 27278-0429

TOWN OF HOLLY SPRINGS

Stephanie Sudano, PE, Director of Engineering
Town of Holly Springs
PO Box 8
Holly Springs, NC 27540

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TOWN OF MORRISVILLE
Tim Gauss, Director of Development Services
100 Town Hall Drive
Morrisville, NC 27560


ORANGE COUNTY
David Stancil, Environment and Resource Conservation Director
PO Box 8181
Hillsborough 27278

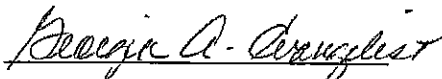
ORANGE WATER AND SEWER AUTHORITY
Ed Kerwin, Executive Director
400 Jones Ferry Road
Carrboro, NC 27510-0366

TOWN OF PITTSBORO
William G. Terry, Town Manager
PO Box 759
Pittsboro, NC 27312

WAKE COUNTY
John Roberson, PE, Facilities Design & Construction
401 Capital Blvd
Raleigh, NC 27603

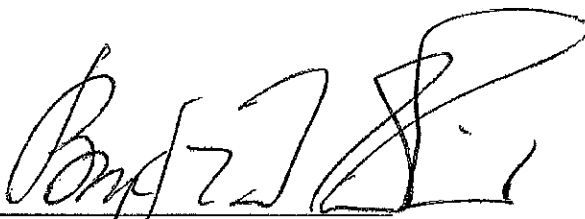
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(Signature) 
Bruce Radford, Town Manager
Town of Apex

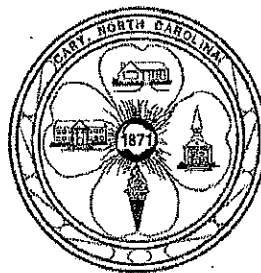
ATTEST: 
Georgia A. Evangelist, MMC
Town Clerk, Apex, N.C.



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(Signature) 
Benjamin T. Shivar, Town Manager,
Town of Cary

ATTEST: 



CERTIFICATE OF TOWN OF CARY FINANCE OFFICER

Provision for the payment of the monies to fall due under this agreement has been made by appropriation duly made or by bonds or notes duly authorized, as required by the "Municipal Fiscal Control Act."

4/17/09 Michelle Brooks
Date Deputy Finance Officer

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(Signature) Charlie Horne
Charlie Horne, County Manager
Chatham County

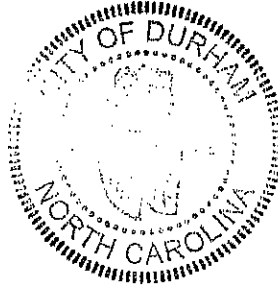
ATTEST: Sandra B. Kublett

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(Signature) Thomas J. Bonfield
Thomas J. Bonfield, City Manager
City of Durham

5/9/09

ATTEST: D. Ann Gray
City Clerk




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

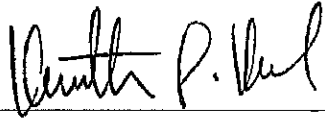
[Signature] 5-10-09
FINANCE OFFICER DATE

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(Signature)


Eric Peterson, Town Manager
Town of Hillsborough

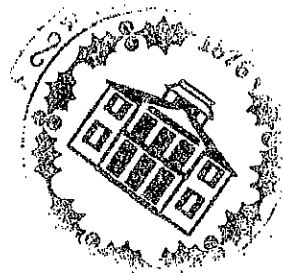
ATTEST:





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(Signature) Carl G. Dean
Carl G. Dean, Town Manager
Town of Holly Springs



ATTEST: Linda R. Harper
Deputy Town Clerk

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(Signature) *John A. Whitson*
John Whitson, Town Manager
Town of Morrisville

ATTEST: *Diana R. Davis*



Julia Ketchum #12/09

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(Signature) Laura E. Blackmon

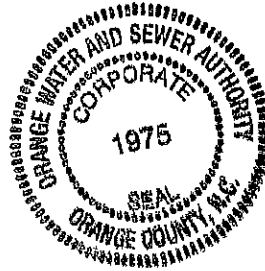
Laura E. Blackmon, County Manager
Orange County



ATTEST: [Signature]


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(Signature) Ed Kerwin
Ed Kerwin, Executive Director
Orange Water and Sewer Authority

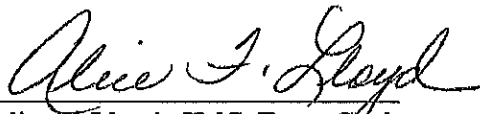


ATTEST: Andrea Orbich
Andrea Orbich
Executive Assistant/Clerk to the Board

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William G. Terry, Town Manager
Town of Pittsboro

ATTEST: 

Alice F. Lloyd, CMC, Town Clerk
Town of Pittsboro

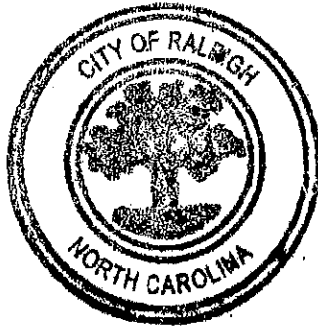
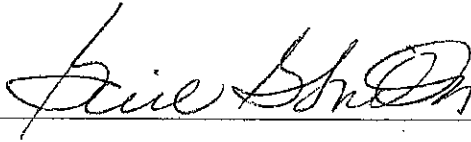
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Signature) _____

J. Russell Allen, Manager
City of Raleigh



ATTEST: _____

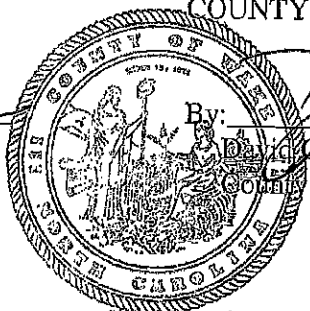


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ATTEST:

COUNTY OF WAKE

By: Susan J Banks
Clerk to the Board



By: David Zooke
County Manager

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

Gene Latta

Finance Director

This instrument is approved as to form.

Scott W. Warren

Scott W. Warren
Wake County Attorney

The person responsible for monitoring the contract performance requirements is

JOHN ROBERSON

Phillip D. Stout

Phillip D. Stout, Director
Facilities Design & Construction