

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
REGARDING THE WISE PUMP STATION AND INFRASTRUCTURE DESIGN**

THIS FIRST AMENDMENT (“First Amendment”) **TO THE INTERGOVERNMENTAL AGREEMENT REGARDING THE WISE PUMP STATION AND INFRASTRUCTURE DESIGN** ("Agreement") is effective the ____ day of _____, 2023, and is entered by and between the **South Metro WISE Authority** ("Authority"), the **Town of Castle Rock, a Colorado home rule municipality, acting by and through the Castle Rock Water Enterprise** ("Castle Rock"), **Dominion Water and Sanitation District** (“Dominion”), **Parker Water and Sanitation District** (“PWSD”), (together the “Participants”) all quasi-municipal or municipal corporations and political subdivisions of the State of Colorado.

RECITALS

WHEREAS, the Authority exists to facilitate the acquisition, construction and operation of a water delivery system to its members and all of the Participants are members of the Authority; and

WHEREAS, the Authority and Participants have entered into an Agreement regarding participation in and payment of the costs associated with the design of the WISE Pump Station and the additional infrastructure needed at and around the Rueter-Hess Reservoir and Water Purification Facility (collectively the “Pump Station Infrastructure”) to deliver WISE water to the Participants; and

WHEREAS, during the course of designing the Pump Station Infrastructure, the design consultant, HDR, Inc., has acknowledged that it will need to undertake additional work in order to prepare an effective final design; and

WHEREAS, these additions to the original scope of work will have increased time and cost impacts, resulting in additional costs of \$228,400.00, of which \$178,620.00 is related to the Pump Station Infrastructure and \$54,780.00 is related to PWSD’s parallel water line; and

WHEREAS, **Exhibit B** to the Agreement sets forth the pro rata share of the estimated costs associated with the Pump Station Infrastructure, including design costs, to be shared by the Participants; and

WHEREAS, the Authority and Participants are authorized and desire to enter into this First Amendment for the purpose of amending **Exhibit B** to reflect these additional design costs.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Participants agree as follows:

SECTION 1. AMENDMENT. **Exhibit B** of the Agreement is hereby amended to reflect the additional costs associated with the design of the Pump Station Infrastructure. A copy of the amended **Exhibit B** is attached to this First Amendment and is incorporated herein by reference.

SECTION 2. RATIFICATION. In all other respects, the Agreement shall remain in full force and effect.

(Signature page to follow)

APPROVED by the Participants and the Authority effective as of the date first set forth above.

<p>TOWN OF CASTLE ROCK</p> <p>BY: _____</p>	<p>DOMINION WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, acting by and in its capacity as a water activity enterprise pursuant to Article 45.1, Title 37, C.R.S.</p> <p>BY: _____</p>
<p>PARKER WATER AND SANITATION DISTRICT</p> <p>BY: _____</p>	<p>SOUTH METRO WISE AUTHORITY</p> <p>BY: _____</p>

AMENDED EXHIBIT B

PUMP STATION INFRASTRUCTURE
ESTIMATED COSTS

(see attached)

ATTACHMENT B

PUMP STATION INFRASTRUCTURE ESTIMATED COSTS – REVISED

Total Estimated Cost: \$ 1,054,000

Partner	Current Allocation	Total	Current Pumping Capacity Ownership of 7.5 MGD	Additional Pumping Capacity Needed	Pro-Rata Share for Additional Pumping Needed	Cost Share*
	(RGL Split)	Capacity Need				
Castle Rock	4	9	1.49	7.5	54 %	\$ 539,578.80
Dominion	4.2	4.2	1.98	2.2	16 %	\$ 159,875.20
Parker	4.7	6	1.79	4.2	30 %	\$ 354,546.00
Pinery	0.5	0	0.75	0.0	0%	\$ -
Stonegate	3	0	1.49	0	0%	\$ -
Total	16.4	19.7	7.5	13.9	100%	\$ 1,054,000

*Parker is solely responsible for the addition of a parallel water line. The remainder of the contract amount is split according to the percentages in the Pro-Rata Share column.