

AMENDMENT TO
AGREEMENT REGARDING CONCEPTUAL DESIGN
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
THE SOUTH PLATTE RIVER IN SOUTH PLATTE PARK

Agreement No. 10-09.02A

THIS AGREEMENT, made this 27 day of DECEMBER, 2011, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), SOUTH SUBURBAN PARKS AND RECREATION DISTRICT (hereinafter called "SSPR"), and CITY OF LITTLETON (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Conceptual Design of Drainage and Flood Control Improvements for the South Platte River in South Platte Park" (Agreement No. 10-09.02) dated November 9, 2010; and

WHEREAS, PARTIES now desire to construct bank repairs, in-stream aquatic habitat, river connection to Red Tail Lake, and wetland between Red Tail Lake and the South Platte River; and

WHEREAS, PARTIES desire to increase the level of funding by \$361,030; and

WHEREAS, DISTRICT's Board of Directors reviewed and authorized expenditures for the 2011 Maintenance Work Program for the South Platte River (Resolution No. 71, Series of 2010); and

WHEREAS, the Board of Directors of SSPR, the City Council of CITY, and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:
 4. PROJECT COSTS AND ALLOCATION OF COSTS
 - A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
 1. Conceptual design services;
 2. Construction of improvements;
 3. Contingencies mutually agreeable to PARTIES.
 - B. It is understood that PROJECT costs as defined above are not to exceed \$447,110 without amendment to this Agreement.
PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Conceptual Design	\$ 66,175
2. Construction	346,935
3. Contingency	34,000
Grand Total	\$447,110

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	56.00%	\$50,000	\$200,000	\$250,000
SSPR	24.00%	\$36,080	\$ 73,030	\$109,110
CITY	20.00%	\$ 0-	\$ 88,000	\$ 88,000
TOTAL	100.00%	\$86,080	\$361,030	\$447,110

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (SSPR - \$109,110; CITY - \$88,000-; DISTRICT - \$250,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to SSPR and CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 10-09.02 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.



(SEAL)

ATTEST:

Pamela M. Eller
Pamela M. Eller, Secretary

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By *Paul A. Anderson*

Title Executive Director

Date 12/27/11

SOUTH SUBURBAN PARKS AND
RECREATION DISTRICT

By *Katherine C. Geitner*

Title Katherine C. Geitner, Chair

Date December 14, 2011



(SEAL)

ATTEST:

Richelle Nowak

APPROVED AS TO FORM:

Kirsten Crawford
City Attorney

CITY OF LITTLETON

By

Willie Paul

Title

MAYOR

Date

12-9-11

CITY OF LITTLETON, COLORADO

RESOLUTION NO. 33

Series of 2011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, AUTHORIZING AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY, URBAN DRAINAGE AND FLOOD CONTROL DISTRICT AND SOUTH SUBURBAN PARKS AND RECREATION REGARDING DESIGN OF ENHANCEMENTS FOR THE SOUTH PLATTE RIVER IN SOUTH PLATTE PARK

WHEREAS, the Council may, by resolution, enter into contracts with other governmental bodies to furnish or receive governmental services, to make or pay charges for such services, and to enter into cooperative or joint activities with other governmental bodies; and

WHEREAS, the City of Littleton entered into an Intergovernmental Agreement with the Urban Drainage and Flood Control District and South Suburban Parks and Recreation (hereinafter called "The Three Parties") on November 2, 2010 regarding conceptual design of improvements for the South Platte River in South Platte Park; and

WHEREAS, the City of Littleton desires to amend said Intergovernmental Agreement with The Three Parties to move the project forward past the conceptual design phase; and

WHEREAS, The Three parties now desire to construct bank repairs, an in-stream aquatic habitat, river connection to Redtail Lake and wetlands between Redtail Lake and the South Platte River; and

WHEREAS, The Three Parties desire to increase the level of funding by \$361,030; and

WHEREAS, Intergovernmental Agreements are authorized by Article XIV, Section 18 of the Colorado Constitution and Colo. Rev. Stat. § 29-1-203.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LITTLETON, COLORADO, THAT:

The Amendment to an Intergovernmental Agreement between the City of Littleton, Urban Drainage and Flood Control District and South Suburban Parks and Recreation, for the purpose of construction of improvements of the South Platte River improvements within South Platte Park, is hereby approved and the Council President is authorized to affix her signature thereto.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the
City Council of the City of Littleton on the 13th day of December, 2011, at 7:00 p.m. at the
Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.



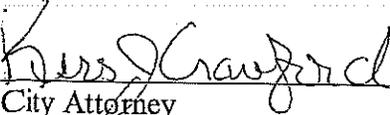
President of City Council

ATTEST:



City Clerk Deputy

APPROVED AS TO FORM:



City Attorney