

FIRST AMENDMENT TO
 AGREEMENT REGARDING FUNDING OF
 MAJOR DRAINAGEWAY PLANNING
 AND FLOOD HAZARD AREA DELINEATION FOR
 SLAUGHTERHOUSE GULCH

Agreement No. 24-07.05A
 Project No. 110041
 Agreement Amount \$130,000

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter called "FIRST AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT"), CITY OF LITTLETON (hereinafter called "CITY"), and Southeast Metro Stormwater Authority (hereinafter called "SEMSWA"); (hereinafter CITY and SEMSWA shall be collectively known as "PROJECT SPONSORS" and DISTRICT and PROJECT SPONSORS shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, PARTIES entered into "Agreement Regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Slaughterhouse Gulch" dated August 28, 2024 (hereinafter called "ORIGINAL AGREEMENT"); and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. ____, Series of 2026); and

WHEREAS, PARTIES desire to add Major Drainageway Planning and Flood Hazard Area Delineation services not covered by ORIGINAL AGREEMENT which require additional funds to complete PROJECT.

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

1. Paragraph 1.06. FINANCIAL COMMITMENTS OF PARTIES shall be deleted and replaced as follows:

1.06. FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Paragraphs 1.05:

	Master Plan Percentage <u>Share</u>	Master Plan Previously <u>Contributed</u>	Additional Master Plan <u>Contribution</u>	FHAD Previously <u>Contributed</u>	Maximum <u>Contribution</u>
CITY	25%	\$50,000	\$32,500	-0-	\$82,500
SEMSWA	25%	\$50,000	\$32,500	-0-	\$82,500
DISTRICT	50%	\$100,000	\$65,000	\$200,000	\$365,000
TOTAL	100%	\$200,000	\$130,000	\$200,000	\$530,000

Paragraph 1.07. MANAGEMENT OF FINANCES shall be deleted and replaced as follows:

1.07. 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 PROJECT SPONOSR'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 DISTRICT approval. Payment of each party's full share (CITY - \$82,500; SEMSWA - \$82,500; DISTRICT - \$365,000) 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 PROJECT SPONSORS 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 (Section 2.03).

Following completion of PROJECT if there are monies including interest earned remaining, which are not committed, obligated, or disbursed, each party shall be refunded proportional to the PARTY'S contribution; or, at PROJECT SPONSOR request, monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of ORIGINAL AGREEMENT shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this FIRST AMENDMENT to be executed by properly authorized signatories as of the date and year written below

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By _____

Name Laura A. Kroeger

Title Executive Director

Date _____

Checked By

Checked By

SOUTHEAST METRO
STORMWATER AUTHORITY

By _____

Name _____

Title _____

Date _____

CITY COUNCIL OF THE CITY OF LITTLETON:

By: _____

Name: Kyle Schalchter

Title: Mayor

Date: _____

ATTEST:

Colleen Norton, City Clerk

Reid Betzing, City Attorney