

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

Agreement No. 10-09.02F

THIS AGREEMENT, made this 17th day of February, 2015, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), SOUTH SUBURBAN PARK AND RECREATION DISTRICT (hereinafter called "SSPR"), and CITY OF LITTLETON (hereinafter called "CITY") and ARAPAHOE COUNTY (hereinafter called "COUNTY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, SSPR, and CITY 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 11, 2010, as amended by "Amendments to Agreement Regarding Conceptual Design of Drainage and Flood Control Improvements for the South Platte River in South Platte Park" dated December 27, 2011 (Agreement No. 10-09.02A) and December 19, 2012 (Agreement No. 10-09.02B) and December 30, 2013 (Agreement No. 10-09.02C); and

WHEREAS, DISTRICT, SSPR, CITY, and COUNTY have entered into "Agreement Regarding Conceptual Design of Drainage and Flood Control Improvements for the South Platte River in South Platte Park (Agreement No. 10-09.02D) dated May 6, 2014 and August 5, 2014 (Agreement No. 10-09.02E); and

WHEREAS, PARTIES now desire to complete construct of stream river improvements for Phase III, from Mineral Avenue upstream to C-470; and

WHEREAS, PARTIES desire to increase the level of funding by \$432,000; and

WHEREAS, the County Commissioners of COUNTY, the City Council of CITY, and the Boards of Directors of SSPR and 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. Final design services
      3. Construction of improvements;
      4. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$3,880,763 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. Final Design      | 200,000       |
| 3. Construction      | 3,584,588     |
| 4. Contingency       | 30,000        |
| Grand Total          | \$3,880,763   |

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 | 21.31%                  | \$ 794,065                    | \$ 33,000                      | \$ 827,065                  |
| *SSPR      | 8.68%                   | \$ 296,698                    | \$ 40,000                      | \$ 336,698                  |
| CITY       | 19.02%                  | \$ 588,000                    | \$ 150,000                     | \$ 738,000                  |
| COUNTY     | 51.00%                  | \$1,770,000                   | \$ 209,000                     | \$1,979,000                 |
| TOTAL      | 100.00%                 | \$3,448,763                   | \$ 432,000                     | \$3,880,763                 |

\*The previous contribution from SSPR was short eight dollars and has been corrected in this amendment.

\*\*DISTRICT directly paid for re-vegetation of Phase I, \$80,000, through the South Platte River Maintenance fund and is not reflected in this IGA. If the \$80,000 was added to the total the COUNTY percentage share would be 49.97%.

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 - \$336,698; CITY - \$738,000; COUNTY - \$1,979,000; and DISTRICT - \$827,065) 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, CITY and COUNTY 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 11).

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.

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

(SEAL)

ATTEST:  
DocuSigned by:  
Laura Kroeger  
Laura Kroeger

DocuSigned by:  
By [Signature]  
C72714014F78488  
Title Executive Director  
Date \_\_\_\_\_

SOUTH SUBURBAN PARK AND RECREATION DISTRICT

(SEAL)

ATTEST:  
DocuSigned by:  
Donna Sheppard  
Donna Sheppard

DocuSigned by:  
By David Lorenz  
0240KA968A6B483  
Title \_\_\_\_\_  
Date \_\_\_\_\_

ARAPAHOE COUNTY

(SEAL)

ATTEST:  
[Signature]  
Bethany Collins

By [Signature]  
Title 3-30-15 Office Space Director  
Date 3-30-15

CITY OF LITTLETON

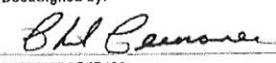
(SEAL)

ATTEST:

DocuSigned by:  
Colleen Norton  
CF35EE7F11864D4

APPROVED AS TO FORM:

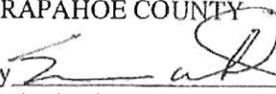
DocuSigned by:  
  
City Attorney

DocuSigned by:  
By   
B432418D3EEB403

Title Mayor

Date 02/19/2015

For the Board of County Commissioners  
ARAPAHOE COUNTY

By  \_\_\_\_\_  
Authorization pursuant to Resolution ~~130152~~

Title Director, Open Space and Intergovernmental Relations

Date 1-5-15

