

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

Agreement No. 10-09.02C

THIS AGREEMENT, made this 30 day of DECEMBER, 2013, 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 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

WHEREAS, PARTIES now desire to construct in stream river improvements for Phase II, from Columbine Valley Golf Course upstream to Phase I; and

WHEREAS, PARTIES desire to increase the level of funding by \$587,580; and

WHEREAS, DISTRICT's Board of Directors reviewed and authorized expenditures for the 2013 Maintenance Work Program for the South Platte River (Resolution No. 60, Series of 2012); and

WHEREAS, the Board of Directors of SSPR, the City Council of CITY, the Board of Commissioners of COUNTY, 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. 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 \$1,388,755 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 | 130,000 |
| 3. Construction | 1,162,580 |
| 4. Contingency | 30,000 |
| Grand Total | \$1,388,755 |

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 | 54.30% | \$604,065 | \$ 150,000 | \$ 754,065 |
| SSPR | 21.36% | \$109,110 | \$ 187,580 | \$ 296,690 |
| CITY | 24.34% | \$ 88,000 | \$ 250,000 | \$ 338,000 |
| TOTAL | 100.00% | \$801,175 | \$587,580 | \$1,388,755 |

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

5. MANAGEMENT OF FINANCES

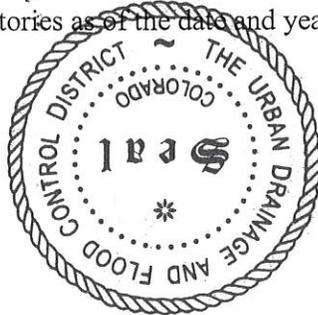
As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without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

Payment of each party's full share (SSPR - \$296,690; CITY - \$338,000; and DISTRICT - \$754,065) 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.



(SEAL)

ATTEST:



(SEAL)

ATTEST:



Pamela M. Eller, Secretary

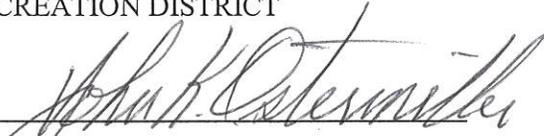
URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By 

Title Executive Director

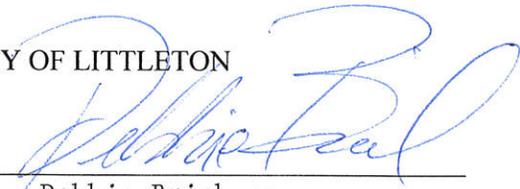
Date 12/30/13

SOUTH SUBURBAN PARK AND
RECREATION DISTRICT

By 

Title John K. Ostermiller, Chairman

Date December 11, 2013

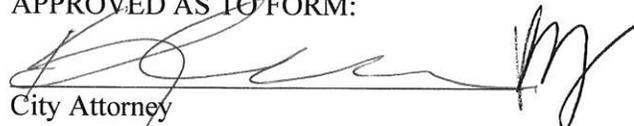
CITY OF LITTLETON
By 
Debbie Brinkman
Title President of City Council
Date November 19, 2013

(SEAL)

ATTEST:



APPROVED AS TO FORM:


Deputy City Attorney