

FIRST AMENDMENT TO  
AGREEMENT REGARDING  
ADAMS COUNTY SOUTH PLATTE WORKING GROUP  
SOUTH PLATTE RIVER

Agreement No. 19-06.08A  
Project No. 107709

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") ADAMS COUNTY (hereinafter called "ADAMS"), CITY OF THORNTON (hereinafter called "THORNTON"), and CITY OF COMMERCE CITY ("hereinafter called "COMMERCE CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT and ADAMS have entered into "Agreement Regarding Adams County South Platte Working Group" (Agreement No. 19-09.08) dated November 21, 2019 (hereinafter called "AGREEMENT"); and

WHEREAS, DISTRICT and ADAMS have agreed to add THORNTON and COMMERCE CITY as funding partners; and

WHEREAS, PARTIES now desire to move forward with a Corridor Vision Study and Project Implementation Plan along the South Platte River in Adams County (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$760,000; and

WHEREAS, the Board of Commissioners of ADAMS, the City Councils of THORNTON and COMMERCE 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 establishing a working group and developing a Corridor Vision Study and Project Implementation Plan.
    - B. It is understood that PROJECT costs as defined above are not to exceed \$835,000 without amendment to this AGREEMENT.  
PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS</u>	
	<u>AMENDED</u>	<u>ORIGINAL</u>
1. Organizing and Facilitating Meetings	\$ 40,000	\$ 40,000
2. River Corridor Vision Study & Project Implementation Plan	\$ 785,000	\$ 25,000
3. Contingency	\$ 10,000	\$ 10,000
Grand Total	\$ 835,000	\$ 75,000

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	77.55%	\$37,500	\$610,000	\$647,500
ADAMS	16.47%	\$37,500	\$100,000	\$137,500
THORNTON	2.99%	-0-	\$ 25,000	\$ 25,000
COMMERCE CITY	2.99%	-0-	\$ 25,000	\$ 25,000
TOTAL	100.00%	\$75,000	\$760,000	\$835,000

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 (ADAMS - \$137,500; THORNTON - \$25,000, COMMERCE CITY - \$25,000, DISTRICT - \$647,500) 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 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 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; or at COUNTY request, COUNTY share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. Paragraph 11. CONTRACTING OFFICERS is deleted and replaced as follows:

11. CONTRACTING OFFICERS

- A. The contracting officer for ADAMS shall be the Engineering Manager, 4430 S. Adams County Parkways, Suite 2000B, Brighton, Colorado 80601.
- B. The contracting officer for THORNTON shall be the City Manager, 9500 Civic Center Drive, Civic Center, Thornton, Colorado 80229.
- C. The contracting officer for COMMERCE CITY shall be the City Manager, 7887 E. 60<sup>th</sup> Avenue, Commerce City, Colorado 80022.
- D. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26<sup>th</sup> Avenue, Suite 156-B, Denver, Colorado 80211

4. All other terms and conditions of this 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 Ken A. MacKenzie

Title Executive Director

Date \_\_\_\_\_

\_\_\_\_\_  
Checked By

ADAMS COUNTY

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF THORNTON

(SEAL)

ATTEST:

\_\_\_\_\_  
Kristen Rosenbaum, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Luis A. Corchado, City Attorney

By \_\_\_\_\_

\_\_\_\_\_  
Kevin S. Woods, City Manager

Date \_\_\_\_\_

CITY OF COMMERCE CITY

(SEAL)

By \_\_\_\_\_

Name Roger Tinklenberg

Title Interim City Manager

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Dylan A. Gibson, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian Swann, Assistant City Attorney