FIRST AMENDMENT TO THE AGREEMENT AMONG THE CITY OF NORTHGLENN, RALSTON HOUSE, THE CITIES OF WESTMINSTER, THORNTON, FEDERAL HEIGHTS, BRIGHTON, COMMERCE CITY AND AURORA, THE CITY AND COUNTY OF BROOMFIELD AND THE COUNTY OF ADAMS REGARDING CONSTRUCTION AND CONSTRUCTION MANAGEMENT OF THE NORTHGLENN RALSTON HOUSE

The following First Amendment to Phase 2 Agreement (the "Phase 2 First Amendment") is made on this ___day of_____, 2017, by and among the City of Northglenn, Ralston House, a Colorado Nonprofit Corporation ("Ralston House") and the Cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City and Aurora, the City and County of Broomfield and the County of Adams (all parties with the exception of the Ralston House may be collectively referred to as the "Municipal Parties"):

WHEREAS, the Ralston House and the Municipal Parties entered into that Phase 2 Agreement dated _____, 2017 (the "Phase 2 Original Agreement"); and

WHEREAS, the Ralston House and the Municipal Parties desire to enter into this Phase 2 First Amendment to address the increased cost associated with the construction and construction management of the Project as defined in the Phase 2 Original Agreement

WHEREAS, the total project cost for the design, construction, and construction management of the Northglenn Ralston House has now been estimated as of the date of this Phase 2 First Amendment to be at the cost of One Million nine hundred forty eight thousand five hundred seventy two dollars ($1,948,572.00) (the "Total Revised Project Cost"); and

WHEREAS, the Municipal Parties desire to fund the construction and construction management of the Northglenn Ralston House in the revised additional amount of One Million, Six Hundred Seventy-Eight Thousand, Five Hundred Seventy-Two Dollars ($1,678,572.00) pursuant to this Phase 2 Agreement, which includes a contingency amount of approximately Ninety-Two Thousand, Seven Hundred Eighty-Nine Dollars ($92,789.00) (the "Contingency Amount");

WHEREAS, the Municipal Parties desire that the proportionate contributions set forth herein in Exhibit B be appropriated to pay the cost of construction and construction management of the Northglenn Ralston House pursuant to this Phase 2 Agreement; and

WHEREAS, in the event actual construction is less than the Contingency Amount, the Municipal Parties agree to refund any monies paid in excess of actual costs.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1.   Recitals Incorporated. The recitals set forth above are incorporated into this Phase 2 First Amendment, and shall be deemed terms and provisions hereof, to the same extent as if fully set forth in this Section.

2.   Section 2, sub-paragraph A. of the Phase 2 Original Agreement is amended to read as follows:

A.   The Municipal Parties shall contribute the total amount of One Million, Six Hundred Seventy-Eight Thousand, Five Hundred Seventy-Two Dollars ($1,678,572.00), in the proportionate amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Revised Funding Allocation") to the cost of construction and construction management of the Northglenn Ralston House.

3.   Section 4 of the Phase 2 Original Agreement is amended to read as follows:

4.   Grant Application(s).

A.   The Municipal Parties and Ralston House acknowledge and agree that the amount provided by the Municipal Parties pursuant to this Phase 2 Agreement is sufficient to complete the construction of the Northglenn Ralston House. However, Ralston House and the City of Northglenn, with the cooperation of the other Municipal Parties hereto, shall apply for grant applications to obtain additional funding for furniture, fixtures, and equipment.

B.   In the event such grant funding is obtained in excess of the Total Revised Project Cost, such additional grant funding may be used to pay for the furniture, fixtures, and equipment needed to properly equip the facility. Any grant funds received in excess of the Total Revised Project Cost and furniture, fixtures, and equipment costs shall be refunded to the Municipal Parties in the same proportion as provided in the contribution formula (Exhibit B) within six (6) months of the issuance of a permanent certificate of occupancy.

4.   Integration and Amendment. This Phase 2 First Amendment along with the Phase 2 Original Agreement represents the entire agreement between the Parties with regard to the subject matter of this agreement and there are no oral or collateral agreements or understandings. This Phase 2 First Amendment may be amended only by an instrument in writing signed by the Parties. If any provision of this Phase 2 First Amendment is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Phase 2 First Amendment and the Phase 2 Original Agreement shall continue in full force and effect.

5.   Except as modified herein, the Phase 2 Original Agreement remains in full force and effect and is hereby ratified by the Ralston House and the Municipal Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Phase 2 First Amendment to be executed as of the day and year first above written.

CITY OF NORTHGLENN, COLORADO

By: _____
       Joyce Downing, Mayor

Date: _____

ATTEST:

_____
Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, City Attorney

RALSTON HOUSE

By: _____

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____

CITY OF WESTMINSTER, COLORADO

By: _____
       Donald M. Tripp, City Manager

Date: _____

ATTEST:

_____
Linda Yeager, City Clerk

APPROVED AS TO LEGAL FORM:

_____
David Frankel, City Attorney

CITY OF THORNTON, COLORADO

By: _____
       Jack Ethredge, City Manager

Date:_____

ATTEST:

_____
Nancy Vincent, City Clerk

APPROVED AS TO FORM:
Luis Corchado, City Attorney

_____
_____, Deputy City Attorney

CITY OF FEDERAL HEIGHTS, COLORADO

By:_____

_____, Mayor

Date:_____

ATTEST:

_____
Patti Lowell, CMC, City Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, City Attorney

CITY OF BRIGHTON, COLORADO

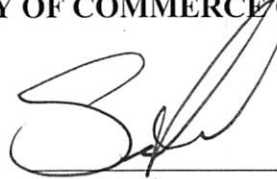By: _____
Richard N. McLean, City Mayor

Date:_____

ATTEST:

_____
Natalie Hoel, City Clerk

APPROVED AS TO FORM:

_____
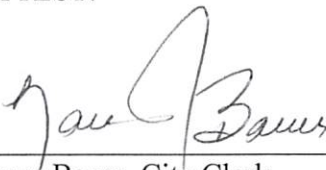Margaret R. Brubaker, City Attorney

CITY OF COMMERCE CITY, COLORADO

By: _____
Sean Ford, Mayor

Date: _10-16-18_____
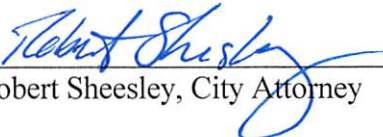
ATTEST:

_____
Laura Bauer, City Clerk

APPROVED AS TO FORM:

_____
Robert Sheesley, City Attorney

CITY OF AURORA, COLORADO

By: _____
       Stephen D. Hogan, Mayor

Date: _____

ATTEST:

_____
Janice Napper, City Clerk

APPROVED AS TO FORM:
Michael J. Hyman, City Attorney

_____
_____ Assistant City Attorney

CITY AND COUNTY OF BROOMFIELD

By:_____

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____
William A. Tuthill III, City and County Attorney

ADAMS COUNTY

By:_____

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____

Heidi M. Miller, County Attorney