

AMENDMENT TO
AGREEMENT REGARDING FUNDING OF
OUTFALL SYSTEMS PLANNING FOR
FAIRFAX TRIBUTARY AND TRIBUTARIES

Agreement No. 22-01.21A
Project No. 108478
Agreement Amount \$71,360

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") and Commerce City (hereinafter called "CITY"); (hereinafter CITY shall be known as "PROJECT SPONSOR" and DISTRICT and PROJECT SPONSOR shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, PARTIES entered into "Agreement Regarding Funding of Outfall Systems Planning for Fairfax Tributary and Tributaries" dated August 16, 2022 (hereinafter called "ORIGINAL AGREEMENT"); and

WHEREAS, DISTRICT has previously established a Work Program for 2025 (Resolution No. 82, Series of 2024) which includes master planning; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 14, Series of 2021); and

WHEREAS, PARTIES desire to increase the level of funding by \$71,360; and

WHEREAS, PARTIES desire to add planning services not covered by ORIGINAL AGREEMENT which require additional funds to complete PROJECT; and

WHEREAS, at the request of PROJECT SPONSORS and DISTRICT, the following funds, as set forth below, may be transferred to PROJECT from a separate special fund held by DISTRICT.

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

1. Paragraph 6. FINANCIAL COMMITMENTS OF PARTIES shall be deleted and replaced as follows:
 6. FINANCIAL COMMITMENTS OF PARTIES
PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Paragraphs 1.05:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Special Fund Transfer</u>	<u>Additional Funding</u>	<u>Maximum Contribution</u>
DISTRICT	50%	\$90,000*	\$4,997.61	\$30,682.39	\$125,680
PROJECT	32%	\$45,000	\$4,997.60	\$30,682.40	\$80,680
SPONSOR					
Other Funding	18%	\$45,000*	\$0	\$0	\$45,000
TOTAL	100%	\$180,000	\$9,995.21	\$61,364.79	\$251,360

*DISTRICT contributed \$90,000, and Adams County contributed \$45,000 under Agreement No. 12-08.23 for PROJECT.

Each PARTY’S payment obligation, whether direct or contingent, extends only to funds appropriated annually by each PARTY’s governing body, paid into the treasure of that PARTY, and encumbered for the purpose of this AGREEMENT. Each PARTY does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of each PARTY.

- A. At the request of PROJECT SPONSOR and DISTRICT, the following funds may be transferred to PROJECT from a separate special fund held by DISTRICT:

Transfer from: Third Creek MDP and FHAD

Project No. 106041; Agreement No. 15-03.16

PROJECT SPONSOR amount: \$4,997.60

DISTRICT amount: \$4,997.61

- 2. Paragraph 7. MANAGEMENT OF FINANCES shall be deleted and replaced as follows:

7. 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 DISTRICT approval.

Payment of each party's full share (PROJECT SPONSOR - \$80,680 ; DISTRICT - \$125,680) 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 SPONSOR 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 in excess of 10,000, which are not committed, obligated, or disbursed, each party shall be refunded proportional to the PARTY'S contribution; or, at PROJECT SPONSOR request, PROJECT SPONSOR share of remaining 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

PROJECT SPONSOR

By _____

Name _____

Title _____

Date _____