

FIRST AMENDMENT TO  
AGREEMENT REGARDING FUNDING OF  
MAJOR DRAINAGEWAY PLANNING AND  
FLOOD HAZARD AREA DELINEATION FOR  
THIRD CREEK

Agreement No. 15-03.16A  
Project No. 106041

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 COMMERCE CITY (hereinafter called "COMMERCE"), CITY OF BRIGHTON (hereinafter called "BRIGHTON"), and CITY OF AURORA acting by and through its Utility Enterprise (hereinafter called "AURORA") AND ;(hereinafter ADAMS, COMMERCE, BRIGHTON, AND AURORA shall be known as "PROJECT SPONSORS" and DISTRICT and PROJECT SPONSOR shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, PARTIES entered into "Agreement Regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Third Creek" dated August 31, 2015 (hereinafter called "ORIGINAL AGREEMENT"); (hereinafter Agreement No. 15-03.16 and all subsequent amendments shall jointly be called "ORIGINAL AGREEMENT"); and

WHEREAS, all work for the PROJECT is complete;

WHEREAS, PARTIES now desire to transfer remaining funds from PROJECT.

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

1. 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), payment by DISTRICT of \$150,000, by ADAMS of \$50,000, by COMMERCE of \$30,000, by BRJGHTON of \$15,000 and by AURORA of \$5,000 shall be made to DISTRICT subsequent to execution of this Agreement and within thirty (30) calendar days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special interest bearing 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 SPONSORS 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 and will not require an amendment to this Agreement.

In the event that it becomes necessary and advisable to change the scope of work to be performed, the need for such changes shall first be discussed with PARTIES, and their general concurrence received before issuance of any amendments or addenda. No changes shall be approved that increase the costs beyond the funds available in the PROJECT fund unless and until the additional funds needed are committed by PARTIES by an amendment to this Agreement.

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.

2. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
  - B. The image of the signature of an authorized signer inserted onto PDF format documents.
- Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Colorado Uniform Electronic Transactions Act, §§ 2471.3101-121, C.R.S.

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

ADAMS COUNTY

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF COMMERCE CITY**

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Jason R. Rogers, City Manager  
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

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Stephen J. Ruger, City Clerk

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Kwali M. Farbes, Senior Assistant City Attorney

CITY OF BRIGHTON

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF AURORA

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_