

RESOLUTION NO. R-015- 104

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

**A RESOLUTION APPROVING AN AMENDMENT TO AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE URBAN DRAINAGE AND FLOOD CONTROL
DISTRICT AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF
DOUGLAS, STATE OF COLORADO, REGARDING CONSTRUCTION OF DRAINAGE
AND FLOOD CONTROL IMPROVEMENTS FOR FONDERS DRAW AT LIGHTENING
VIEW DRIVE, (AGREEMENT NO. 13-05.02B), DOUGLAS COUNTY PROJECT
NUMBER CI 2011-018**

WHEREAS, the Urban Drainage and Flood control District, (hereinafter “UDFCD”) and the Board of County Commissioners of the County of Douglas, State of Colorado, (“Douglas County”), desires to enter into an amendment to the original agreement regarding Construction of Drainage and Flood Control Improvements for Fonders Draw at Lightening View Drive, (Agreement No. 13-05.02B) for Douglas County Project Number CI 2011-018; and

WHEREAS, Douglas County is willing to enter into such an agreement in accordance with the terms and conditions set forth in the intergovernmental agreement attached hereto; and

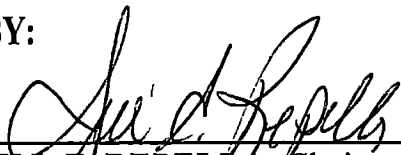
WHEREAS, the UDFCD and Douglas County are governmental entities authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-203, C.R.S.; now, therefore,

BE IT RESOLVED, by the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** that the intergovernmental agreement between the UDFCD and Douglas County, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Chair of the Board is authorized to execute the agreement on behalf of Douglas County.

PASSED AND ADOPTED this 8th day of September, 2015, in Castle Rock, Douglas County, Colorado.


**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

BY:



JILL E. REPELLA, Chair

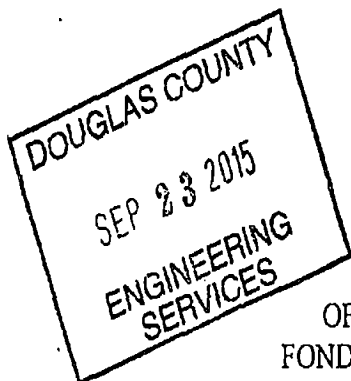
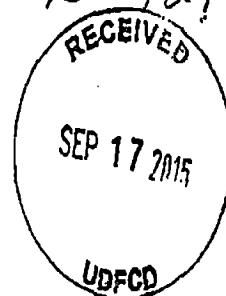
ATTEST:



CODIE BRENNER, Deputy Clerk



CNT-15-421



AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
FONDER DRAW AT LIGHTENING VIEW DRIVE, DOUGLAS COUNTY

Agreement No. 13-05.02B

THIS AGREEMENT, made this 8 day of September, 2015, by and
between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT")
and DOUGLAS COUNTY (hereinafter called "COUNTY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design and Construction of
Drainage and Flood Control Improvements for Fonder Draw at Lightening View Drive, Douglas County"
(Agreement No. 13-05.02) dated June 19, 2013, as amended; and

WHEREAS, PARTIES now desire to add additional funds for design and construction of
PROJECT; and

WHEREAS, PARTIES desire to increase the level of funding by \$40,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial
participation for PROJECT (Resolution No. 39, Series of 2015); and

WHEREAS, the County 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:

- I. 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. Final design services;
 2. Delineation, description and acquisition of required rights-of-way/ easements;
 3. Construction of improvements;
 4. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$550,000
without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>	<u>ORIGINAL</u>
1. Final Design	\$50,000	\$ 50,000
2. Right-of-way	-0-	-0-
3. Construction	500,000	460,000
4. Contingency	-0-	-0-
Grand Total	\$550,000	\$510,000

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	50.00%	\$255,000	\$20,000	\$275,000
COUNTY	50.00%	\$255,000	\$20,000	\$275,000
TOTAL	100.00%	\$510,000	\$40,000	\$550,000

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

5. MANAGEMENT OF FINANCES

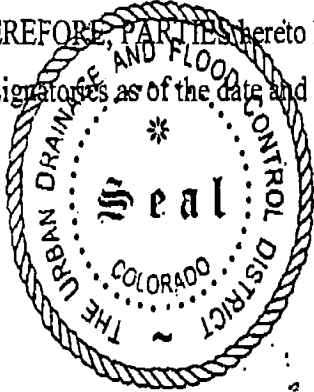
As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without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

Payment of each party's full share (COUNTY - \$275,000; DISTRICT - \$275,000) 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.

3. All other terms and conditions of Agreement No. 13-05.02 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:

David Burnett

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By *Paul A. Hansen*

Title Executive Director

Date 9/18/15



ATTEST:

Codie Brenner

Codie Brenner, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

By: *Bill E. Repella*
Bill E. Repella, Chair

Date 9/8/15

APPROVED AS TO CONTENT:

Douglas J. DeBord

Douglas J. DeBord, County Manager

APPROVED AS TO LEGAL FORM:

Nick Pijoan

Nick Pijoan, Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:

Andrew Copland

Andrew Copland, Director of Finance