

RESOLUTION NO. R-016- 106

**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, COLORADO, REGARDING THE FINAL DESIGN, RIGHT-OF-
WAY ACQUISITION AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL
IMPROVEMENTS FOR HAPPY CANYON CREEK NORTH OF LINCOLN AVENUE,
DOUGLAS COUNTY, COLORADO**

WHEREAS, the Board of County Commissioners of the County of Douglas (the "County") and the Urban Drainage and Flood Control District ("District"), desire to enter into an amendment to that certain intergovernmental agreement, dated November 10, 2015, regarding the final design, right-of-way acquisition and construction of drainage and flood control improvements for Happy Canyon Creek north of Lincoln Avenue; and

WHEREAS, the County is willing to enter into such an agreement with the District in accordance with the terms and conditions set forth in the Amendment to Intergovernmental Agreement, attached hereto; and

WHEREAS, any decision regarding the level of improvements to be implemented in Grandview Estates at the Dogwood Avenue crossing of Happy Canyon Creek will need to be considered by the Douglas County Board of County Commissioners prior to final design approval and construction by the County and UDFCD; and

WHEREAS, governmental entities are 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 amendment to intergovernmental agreement between the Board of County Commissioners of the County of Douglas and the District, 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.

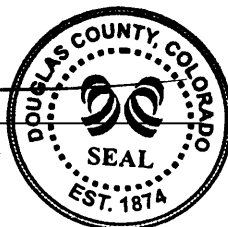
PASSED AND ADOPTED this 11 day of October, 2016, in Castle Rock, Douglas County, Colorado.

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

BY: 
DAVID A. WEAVER, Chair

ATTEST:


Megan McCann, Clerk to the Board



AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
HAPPY CANYON CREEK NORTH OF LINCOLN AVENUE
DOUGLAS COUNTY

Agreement No. 15-07.13A

Project No. 101697

THIS AGREEMENT, dated October 11, 2016, 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, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Happy canyon Creek North of Lincoln Avenue, Douglas County" (Agreement No. 15-07.13) dated November 10, 2015; and

WHEREAS, PARTIES now desire to add construction; and

WHEREAS, PARTIES desire to increase the level of funding by \$190,078.32; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 33, Series of 2016); 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:

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 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 \$596,652.17 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	\$162,500.00	\$162,500.00
2. Right-of-way	-0-	-0-
3. Construction	434,152.17	244,073.85
4. Contingency	-0-	-0-
Grand Total	\$596,652.17	\$406,573.85

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

Transfer from:

Happy Canyon Creek

Acct No.: 5611 Agreement No.: 99-02.07 Amount: \$22,578.32

- D. 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%	\$ 62,500.00	\$167,500.00	\$230,000.00
COUNTY	50.00%	\$230,000.00	-0-	\$230,000.00
Special funds Transfer		\$114,073.85	\$ 22,578.32	\$136,652.17
TOTAL	100.00%	\$406,573.85	\$190,078.32	\$596,652.17

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 - \$230,000; DISTRICT - \$230,000) 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; or at COUNTY request, COUNTY share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of Agreement No. 15-07.13 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.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By _____

Name Paul A. Hindman

Title Executive Director

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

By _____

David A. Weaver, Chair

Date 10/11/14

ATTEST:

Meghan McCann

Meghan McCann
Meghan McCann, Clerk to the Board



APPROVED AS TO CONTENT:

Douglas J. DeBord
Douglas J. DeBord, County Manager

APPROVED AS TO LEGAL FORM:

Lance Ingalls
Lance Ingalls, County Attorney

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Andrew Copland, Director of Finance