

RESOLUTION NO. R-017- 072

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 LOCATED NEAR I-25, 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 August 19, 2013, regarding the final design, right-of-way acquisition and construction of drainage and flood control improvements for Happy Canyon Creek located near I-25; 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*, 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 12 day of September, 2017, in Castle Rock, Douglas County, Colorado.

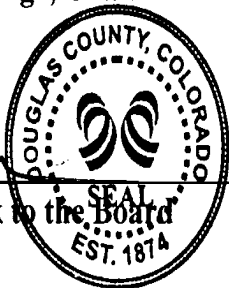
THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO

BY: 

Roger A. Partridge, Chair

ATTEST:

  
Emily Wrenn, 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 NEAR INTERSTATE 25  
DOUGLAS COUNTY

Agreement No. 13-06.01C  
Project No. 100464

THIS AGREEMENT, dated \_\_\_\_\_, 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  
near Interstate 25 Douglas County" (Agreement No. 13-06.01) dated August 19, 2013, as amended; and

WHEREAS, PARTIES now desire to construct drainage and flood control improvements for  
Happy Canyon Creek near I-25; and

WHEREAS, PARTIES desire to increase the level of funding by \$280,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial  
participation for PROJECT (Resolution No. 43, Series of 2017); and

WHEREAS, the Board of 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 \$2,470,829 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	\$ 200,000	\$ 200,000
2. Right-of-way	100,000	100,000
3. Construction	2,097,829	1,817,829
4. Contingency	73,000	73,000
Grand Total	\$2,470,829	\$2,190,829

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	46.00%	\$ 845,000	\$ 280,000	\$1,125,000
COUNTY	54.00%	\$1,345,829	\$ -0-	\$1,345,829
TOTAL	100.00%	\$2,190,829	\$ 280,000	\$2,470,829

\*COUNTY is designing and constructing the reach of Happy Canyon which goes under I-25 as a part of Phase1. As such, \$980,829 will be held by COUNTY.

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 - \$365,000; DISTRICT - \$1,125,000) 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. 13-06.01 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 \_\_\_\_\_

Title Executive Director

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS

By: \_\_\_\_\_

Roger A. Partridge, Chair

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Emily Wrenn, clerk to the Board

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Douglas J. DeBord, County Manager

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Lance Ingalls, County Attorney

APPROVED AS TO FISCAL CONTENT:

\_\_\_\_\_  
Andrew Copland, Director of Finance