

RESOLUTION NO. R-020- 032

**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,
THE HIGH PRAIRIE FARMS METRO 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 TIMBERS CREEK DOWNSTREAM OF FOX SPARROW ROAD,
DOUGLAS COUNTY**

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 December 12, 2017, regarding the final design, right-of-way acquisition and construction of drainage and flood control improvements for Timbers Creek downstream of Fox Sparrow Road; 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 24th day of March, 2020, in Castle Rock, Douglas County, Colorado.

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

DocuSigned by:
BY: Roger A. Partridge
6289A118555C4E9
Roger A. Partridge, Chair

ATTEST: DocuSigned by:
Emily Wrenn
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Emily Wrenn

Project Coordinator & Clerk to the Board, Clerk & Recorder

AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
TIMBERS CREEK DOWNSTREAM OF FOX SPARROW ROAD
DOUGLAS COUNTY

Agreement No. 17-04.10D
Project No.106677

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT"), HIGH PRAIRIE FARMS METRO DISTRICT (hereinafter called "HPFMD"), 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 Timbers Creek downstream of Fox Sparrow Road, Douglas County" (Agreement No. 17-04.10) dated December 13, 2017, as amended; and

WHEREAS, PARTIES now desire to construct drainage and flood control improvements for Timbers Creek downstream of Fox Sparrow Road; and

WHEREAS, PARTIES desire to increase the level of funding by \$765,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 18, Series of 2020); and

WHEREAS, the Board of Directors of HPFMD, 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. Construction of improvements;
 3. Contingencies mutually agreeable to PARTIES.
 - B. It is understood that PROJECT costs as defined above are not to exceed \$2,030,000 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>PREVIOUSLY AMENDED</u>
1. Final Design	\$ 200,000	\$ 200,000
2. Construction	\$ 1,735,000	\$ 970,000
3. Contingency	\$ 95,000	\$ 95,000
Grand Total	\$ 2,030,000	\$ 1,265,000

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	46.30%			
Capital		\$ 175,000	\$275,000	\$ 450,000
Maintenance		\$ 290,000	\$200,000	\$ 490,000
HPFMD	8.12%	\$ 125,000	\$ 40,000	\$ 165,000
COUNTY	45.58%	\$ 675,000	\$250,000	\$ 925,000
TOTAL	100.00%	\$1,265,000	\$765,000	\$2,030,000

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 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 share (COUNTY - \$925,000; HPFMD - \$165,000; DISTRICT - \$940,000) 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. 17-04.10 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 D/B/A
MILE HIGH FLOOD DISTRICT

DocuSigned by:
Laura Kroeger
A51B5ED3FB99401...
Checked By
Laura Kroeger
3/30/2020

DocuSigned by:
Ken MacKenzie
By: 3982FD223529485...
Name Ken A. MacKenzie
Title Executive Director
Date 3/30/2020

HIGH PRAIRIES FARMS METROPOLITAN DISTRICT, a Colorado quasi-municipal corporation and political subdivision of the State of Colorado,

DocuSigned by:
By: *Richard R. Nelsen* 3/25/2020
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Richard Nelsen, President

ATTEST:

DocuSigned by:
By: *Charles E. Simmons, III* 3/27/2020
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Charles E. Simmons, III, Secretary

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

By:

Roger Partridge

Roger A. Partridge, Chair

Date 3/27/2020

ATTEST:

DocuSigned by:

Emily Wrenn

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3/30/2020

Clerk to the Board Emily Wrenn

APPROVED AS TO CONTENT:

DocuSigned by:

Doug DeBord

3/10/2020

Douglas J. DeBord, County Manager

APPROVED AS TO LEGAL FORM:

DocuSigned by:

Lance Ingalls

3/10/2020

Lance Ingalls, County Attorney

APPROVED AS TO FISCAL CONTENT:

DocuSigned by:

Andrew Copland

3/10/2020

Andrew Copland, Director of Finance