

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE AMENDMENT TO AGREEMENT REGARDING FINAL  
DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION OF DRAINAGE AND  
FLOOD CONTROL IMPROVEMENTS FOR UTAH JUNCTION,  
CLAY STREET OUTFALL, ADAMS COUNTY,  
AGREEMENT NO. 05-10.05E

Resolution No. 2014-029

WHEREAS, Adams County (County) desires to protect the general public from hazards associated with flooding; and,

WHEREAS, the County has a master planning program intended to identify areas prone to flood risk and plan for activities that mitigate those identified flood risks; and,

WHEREAS, the County intends to construct a drainage outfall from the Berkeley and Guardian Angels neighborhoods to mitigate for these flood risks; and,

WHEREAS, the channel portion of the drainage outfall requires a parallel maintenance access road; and,

WHEREAS, the County has a master transportation plan for the County that identified a multipurpose trail in the vicinity of the drainage channel; and,

WHEREAS, the County desires to provide said multipurpose trail for use by the general public; and,

WHEREAS, the parallel maintenance access road can also serve as a multipurpose trail; and,

WHEREAS, the County has received external funds for construction of the trail and a portion of the drainage outfall; and,

WHEREAS, the County and the Urban Drainage and Flood Control District have entered into an agreement titled "Agreement Regarding Final Design, Right-Of-Way Acquisition And Construction of Drainage And Flood Control Improvements For Utah Junction, Clay Street Outfall, (Agreement No. 05-10.05) dated January 25, 2006; as amended" to provide for the design of the drainage outfall, and the outfall's maintenance access road (also considered the multipurpose trail); and,

WHEREAS, the Project requires additional funding to complete the design, right-of-way acquisition, and construction documents for the Project; and,

WHEREAS, the District is requesting that the County contribute the amount of \$98,857 toward this effort; and,

WHEREAS, the County has its share of the contribution amount available in the approved 2013 General Fund budget for this project: 3122 Clay Street Community Trail (subledger 31221202W), account 9120.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the “Amendment To Agreement Regarding Final Design, Right-of-Way Acquisition And Construction Of Drainage And Flood Control Improvements For Utah Junction, Clay Street Outfall, Adams County, Agreement No. 05-10.05E”, be accepted and approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute said Agreement on behalf of the County of Adams, State of Colorado.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry \_\_\_\_\_ Aye  
Tedesco \_\_\_\_\_ Aye  
Hansen \_\_\_\_\_ Aye

Commissioners

STATE OF COLORADO     )  
County of Adams         )

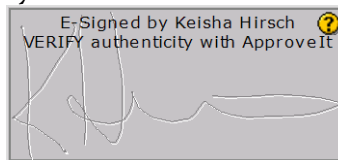
I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 27<sup>th</sup> day of January, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners  
Karen Long:



By:



Deputy

AMENDMENT TO  
AGREEMENT REGARDING  
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION  
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR  
UTAH JUNCTION, CLAY STREET OUTFALL, ADAMS COUNTY

Agreement No. 05-10.05E

THIS AGREEMENT, made this 27th day of January, 2014, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and ADAMS 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 Utah Junction, Clay Street Outfall" (Agreement No. 05-10.05) dated January 25, 2006; as amended; and

WHEREAS, PARTIES now desire to proceed with final design and construction; and

WHEREAS, PARTIES desire to increase the level of funding by \$98,857.00; 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 \$2,274,944.72 without amendment to this Agreement.

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

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$ 591,271.72
2. Right-of-way	-0-
3. Construction	1,600,000.00
4. Contingency	83,673.00
Grand Total	\$2,274,944.72

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	0.00%	\$ -0-	\$ -0-	\$ -0-
COUNTY	100.00%	\$2,176,087.72	\$98,857.00	\$2,274,944.72
TOTAL	100.00%	\$2,176,087.72	\$98,857.00	\$2,274,944.72

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 - \$2,274,944.72; DISTRICT - \$-0-) 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. 05-10.05 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

(SEAL)

By David Burnett

ATTEST:

Title Executive Director

[Signature]

Date 2/7/14



(SEAL)

ADAMS COUNTY

By [Signature]

ATTEST:

Title Chairman

Keisha [Signature]

Date 1-27-14

APPROVED AS TO FORM:

[Signature]  
County Attorney