

NINTH 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. 17-04.10I  
Project No.106677

THIS NINTH AMENDMENT TO AGREEMENT (hereinafter called "NINTH AMENDMENT"), 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 fund ongoing vegetation establishment efforts as construction is completed along Timbers Creek downstream of Fox Sparrow Road; and

WHEREAS, PARTIES desire to increase the level of funding by \$150,000.00; and

WHEREAS, COUNTY identified stream improvements for PROJECT and have requested additional funding; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 66, Series of 2025); 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

\$3,030,000.00 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	\$ 200,000.00	\$ 200,000.00
2. Construction	\$ 2,735,000.00	\$ 2,585,000.00
3. Contingency	\$ 95,000.00	\$ 95,000.00
Grand Total	\$ 3,030,000.00	\$ 2,880,000.00

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:

CAPITAL IMPROVEMENT FUNDING				
	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	36.23%	\$725,000.00	\$150,000.00	\$875,000.00
HPFMD	8.90%	\$215,000.00	-0-	\$215,000.00
COUNTY	54.87%	\$1,325,000.00	-0-	\$1,325,000.00
TOTAL	100.00%	\$2,265,000.00	\$150,000.00	\$2,415,000.00

MAINTENANCE FUNDING				
	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	100%	\$615,000.00	-0-	\$615,000.00
TOTAL	100%	\$615,000.00	-0-	\$615,000.00

TOTAL FUNDING			
	CAPITAL	MAINTENANCE	TOTAL CONTRIBUTION
DISTRICT	\$875,000.00	\$615,000.00	\$1,490,000.00
HPFMD	\$215,000.00	-0-	\$215,000.00
COUNTY	\$1,325,000.00	-0-	\$1,325,000.00
TOTAL	\$2,415,000.00	\$615,000.00	\$3,030,000.00

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 - \$1,325,000.00; HPFMD - \$215,000.00; DISTRICT - \$1,490,000.00) 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 in excess of 10,000, which are not committed, obligated, or disbursed, each party shall be refunded proportional to the PARTY'S contribution; 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

By \_\_\_\_\_

Name Laura A. Kroeger

Title Executive Director

Date \_\_\_\_\_

\_\_\_\_\_  
Checked By

\_\_\_\_\_  
Checked By

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

By: \_\_\_\_\_  
Richard Nelson, President

ATTEST:

By: \_\_\_\_\_  
Ines D. Ambrosio, Secretary

**BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY**

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Abe Laydon, Chair

**ATTEST:**

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Deputy Clerk to the Board

**APPROVED AS TO CONTENT:**

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Douglas J. DeBord,  
County Manager

**APPROVED AS TO FORM:**

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Christopher Pratt,  
Sr. Assistant County Attorney

**APPROVED AS TO FISCAL CONTENT:**

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Andrew Copeland,  
Director of Finance