

AMENDMENT TO  
AGREEMENT REGARDING FUNDING OF  
OUTFALL SYSTEMS PLANNING FOR  
BASIN 4100 AND DFA 0056

Agreement No. 17-01.18A  
Project No. 106441  
Agreement Amount \$31,462

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), CITY OF THORNTON (hereinafter called "THORNTON"), and ADAMS COUNTY (hereinafter called "ADAMS"); (hereinafter THORNTON and ADAMS shall be known as "PROJECT SPONSORS" and DISTRICT and PROJECT SPONSORS shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, PARTIES entered into "Agreement Regarding Funding of Outfall Systems Planning for Basin 4100 and DFA 0056" dated July 31, 2017 (hereinafter called "ORIGINAL AGREEMENT"); and

WHEREAS, PARTIES desire to add services not contained in the scope of services of ORIGINAL AGREEMENT which require additional funds to complete PROJECT.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 6. FINANCIAL COMMITMENTS OF PARTIES shall be deleted and replaced as follows:

6. FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Paragraphs 5:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	50%	\$80,000	\$15,731	\$95,731
THORNTON	44%	\$68,000	\$15,731	\$83,731
<u>ADAMS</u>	<u>6%</u>	<u>\$12,000</u>	<u>\$0</u>	<u>\$12,000</u>
TOTAL	100%	\$160,000	\$31,462	\$191,462

2. Paragraph 7. MANAGEMENT OF FINANCES shall be deleted and replaced as follows:

7. 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 DISTRICT approval.

Payment of each party's full share (DISTRICT - \$95,731; THORNTON - \$83,731; ADAMS - \$12,000) 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 PROJECT SPONSORS 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 PROJECT SPONSORS request, PROJECT SPONSORS share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
  - B. The image of the signature of an authorized signer inserted onto PDF format documents.
- Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Colorado Uniform Electronic Transactions Act, §§ 24-71.3-101-121, C.R.S.

3. All other terms and conditions of ORIGINAL AGREEMENT 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 written below.

URBAN DRAINAGE AND  
FLOOD CONTROL DISTRICT

By\_\_\_\_\_

Name Ken A. MacKenzie

Title Executive Director

Date\_\_\_\_\_

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

CITY OF THORNTON

(SEAL)

By\_\_\_\_\_

ATTEST:

Kevin S. Woods, City Manager

\_\_\_\_\_  
Kristen Rosenbaum, City Clerk

Date\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Luis A. Corchado, City Attorney

ADAMS COUNTY

By\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_



