

AMENDMENT NO. 9 TO
AGREEMENT REGARDING FUNDING OF U.S. ARMY CORPS
FEASIBILITY STUDY AND LAND ACQUISITION FOR SUN VALLEY AND ZUNI
REACHES OF THE UPPER CENTRAL PLATTE VALLEY PROJECT

Agreement No. 01-01.12I
Project No. 106186

THIS AGREEMENT, made by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY AND COUNTY OF DENVER, a municipal corporation duly organized and existing under and by virtue of the Constitution of the State of Colorado (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Funding of U.S. Army Corps (hereinafter called "CORPS") Feasibility Study and Land Acquisition for Sun Valley and Zuni Reaches of the Upper Central Platte Valley Project" (Agreement No. 01-01.12) dated March 9, 2001, as amended; and

WHEREAS, the original goal of this project was to complete the work necessary to remove portions of downtown Denver from the 100 year FEMA floodplain; and

WHEREAS, PARTIES, in anticipation of CORPS not proceeding with PROJECT, desire to move forward in preparing final design and the construction of improvements for PROJECT; and

WHEREAS, PARTIES desire to increase the level of funding by \$657,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 33, Series of 2009); and

WHEREAS, the CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES as shown below.

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

1. AMENDMENTS TO THE ORIGINAL AGREEMENT

Paragraph 3 of the ORIGINAL AGREEMENT shall be deleted and replaced as follows:

3. ALLOCATION OF COSTS AND FINANCIAL COMMITMENTS OF PARTIES

A. Maximum Contribution and Limitations. PARTIES shall each contribute the following percentages and maximum amounts for the cost needed for consultant services, utility relocations/modifications, land acquisitions, and construction of PROJECT:

	Percentage	Maximum	Previously
	<u>Share</u>	<u>Contribution</u>	<u>Contributed</u>
DISTRICT	49.26%	\$ 8,698,128.56	\$8,298,125.56
CITY	<u>50.74%</u>	<u>8,957,000.00</u>	<u>8,700,000.00</u>
	100.00%	\$17,655,128.56	\$16,998.128.56

- B. Payment and Accounting. Payment of each party's full share (CITY - \$257,000; DISTRICT - \$400,000) 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 CITY 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 10).
DISTRICT shall disperse payments to other parties or CITY, as directed by CITY, in accordance with the requests for payment from other parties or CITY for environmental services, right-of-way acquisitions, geotechnical investigations, utility relocations/modifications, construction, and other consulting services needed to fully implement this PROJECT. Final land purchase and utility relocations/modifications shall be completed only on written approvals of contracting officers (Paragraph 10).
- C. Transfer of Funds from Agreement No. 00-02.08. Upon completion of all right-of-way acquisition, payment to CORPS for cash contribution portion of local share of the Colfax Reach project and of all legal and consulting services, the remaining balance in the special fund set up and maintained by DISTRICT shall be transferred and added to the special project fund set up under this Agreement.
- D. Cash Reimbursements by the U.S. Corps of Engineers. Should the CORPS make cash reimbursements to CITY, or any of its agents or assigns, for this PROJECT for land values, utility relocations/modifications and in-kind services exceeding the required local sponsor share of the total PROJECT cost, such reimbursements will be returned to each of the PARTIES in proportion to the amounts contributed by each of the parties to the special fund established by DISTRICT.

2. Paragraph 22, EXECUTION IN COUNTERPARTS--ELECTRONIC SIGNATURES, is added as follows:

22. 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 Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

3. All other terms and conditions of Agreement No. 01-01.12 shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

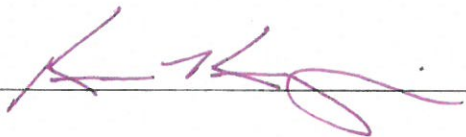
By _____



Contract Control Number: PWADM-CE1Y008-09

Contractor Name: Urban Drainage and Flood Control District

Agreement No. 01-01.12I

By: 

Name: Ken Mackenzie
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: 

Name: DAVID BENNETTS
(please print)

Title: MANAGER
(please print)

