

AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN AND CONSTRUCTION OF REPLACEMENT
MAINTENANCE/RECREATION TRAIL BRIDGES AND RETAINING WALLS
ALONG THE SOUTH PLATTE RIVER IN DENVER

Agreement No. 06-11.01C

THIS AGREEMENT, made this _____ day of _____, 2010, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY AND COUNTY OF DENVER, through its Department of Parks and Recreation (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design and Construction of Replacement Maintenance/Recreation Trail Bridges and Retaining Walls along the South Platte River in Denver" (Agreement No. 06-11.01) dated December 19, 2006 as amended; and

WHEREAS, PARTIES now desire to add funds to the special interest-bearing project fund held by DISTRICT to jointly fund PROJECT; and

WHEREAS, PARTIES desire to increase the level of funding by \$200,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 74, Series of 2009).

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;

B. It is understood that PROJECT costs as defined above are not to exceed \$1,197,600 without amendment to this Agreement.

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>Maximum Contribution</u> | <u>Previously Contributed</u> |
|----------|-------------------------|-----------------------------|-------------------------------|
| DISTRICT | 50% | \$598,800 | \$498,800 |
| CITY | 50% | 598,800 | 498,800 |
| TOTAL | 100% | \$1,197,600 | \$997,600 |

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

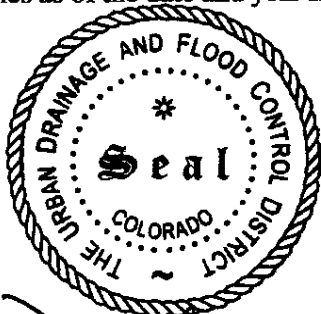
As set forth in DISTRICT policy (Resolution No. 11, Series of 1973 and Resolution No. 49, Series of 1977), the cost sharing shall be after subtracting state, federal, or other sources of funding from third parties. However, monies CITY may receive from federal funds, the Federal Revenue Sharing Program, the Federal Community Development Program, or such similar discretionary programs as approved by DISTRICT's Board of Directors may be considered as and applied toward CITY's share of improvement costs.

Payment of each party's full share (CITY - \$100,000; DISTRICT - \$100,000) 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 15).

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. 06-11.01 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.



(SEAL)

ATTEST:

David Smith

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By Paul A. Fishman

Title Executive Director

Date 9/14/10

CITY AND COUNTY OF DENVER

ATTEST:

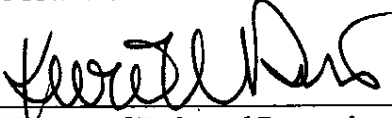
By _____
Mayor

Clerk and Recorder,
Ex-Officio Clerk of City and County of Denver

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

Attorney for
City and County of Denver:

By 

Manager of Parks and Recreation

By _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By _____
Auditor
City and County of Denver

By _____
Manager of Finance
Contract Control No. CE65021-3