At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 10th day of October, 2012 there were present:

W.R. “Skip” Fischer  Chairman
Alice J. Nichol  Commissioner
Erik Hansen  Commissioner
Jen Wascak  County Attorney
Keisha Hirsch, Deputy  Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

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. 05-10.05C

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 and the Urban Drainage and Flood Control District (District) have entered into an agreement to complete drainage and flood control improvements for the Utah Junction – Clay Street Outfall and Clay Community Trail, (hereinafter referred to as the PROJECT) within unincorporated Adams County; and,

WHEREAS, the Denver Regional Council of Governments has allocated Transportation Improvement Program funds for the Clay Community Trail portion of the PROJECT for use in 2012 in the amount of $1,054,000; and,

WHEREAS, the County and District have completed a preliminary design of the PROJECT; and,

WHEREAS, the County desires to increase the level of funding by $100,000.00 in order to complete the design of the remainder of the Clay Community Trail portion of the PROJECT; and,

WHEREAS, the County has $4,402,657.97 available in the 2012 Utah Junction – Clay St Trail and Outfall projects budgets under account number 01-3122.

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. 05-10.05C”, be accepted and approved.

BE IT FURTHER RESOLVED that the Chairman 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:

Fischer_______________ Aye
Nichol_________________ 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 10th day of October, A.D. 2012.

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. 05-10.05C

THIS AGREEMENT, made this 10th day of October, 2012, 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 $100,000; 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 $2,058,673
      without amendment to this Agreement.

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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Final Design</td>
<td>$375,000</td>
</tr>
<tr>
<td>2. Right-of-way</td>
<td>-0-</td>
</tr>
<tr>
<td>3. Construction</td>
<td>1,600,000</td>
</tr>
<tr>
<td>4. Contingency</td>
<td>83,673</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$2,058,673</td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th></th>
<th>Percentage Share</th>
<th>Previously Contributed</th>
<th>Additional Contribution</th>
<th>Maximum Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISTRICT</td>
<td>0.00%</td>
<td>$ -0-</td>
<td>$ -0-</td>
<td>$ -0-</td>
</tr>
<tr>
<td>COUNTY</td>
<td>100.00%</td>
<td>$1,958,673</td>
<td>$100,000</td>
<td>$2,058,673</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100.00%</td>
<td>$1,958,673</td>
<td>$100,000</td>
<td>$2,058,673</td>
</tr>
</tbody>
</table>

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 - $2,058,673; 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

By ____________________________
Title Executive Director
Date ____________________________

ADAMS COUNTY

By ____________________________
Title Chairman
Date 10-10-12

APPROVED AS TO FORM:

County Attorney