

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND  
THE TOWN OF BENNETT FOR AN OFFICE LEASE AT THE BENNETT SHARED COUNTY SERVICE  
CENTER**

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THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the "First Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "County," and the Town of Bennett, located at 355 Fourth Street, Bennett, CO 80102, hereinafter referred to as "Bennett."

WHEREAS, on September 20, 2016, the County and Bennett entered into that certain Intergovernmental Agreement for an Office Lease at Bennett Shared County Service Center ("IGA"); and,

WHEREAS, County and Bennett have mutually agreed that certain changes should be made to the IGA and that the IGA should be amended to reflect such changes.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Bennett hereby agree as follows:

1. Section 1 (Premises) of the IGA is hereby amended to read as follows (words to be deleted are shown in ~~strikeout~~; words to be added are underlined):
  - a. Bennett leases to County the Shared County Service Center located at ~~401~~ 355 South First Street, Bennett, CO 80102 (the "Premises"). County shall allow Bennett the use of the Premises' Board Room and restrooms as depicted on Exhibit A on a scheduled basis agreed to in advance between the Bennett Town Administrator and County. The parties agree that Bennett's use of the Board Room shall not conflict with the County election schedule as depicted in Exhibit B.
    - i. Attached is Exhibit A for Premises.
    - ii. Attached is Exhibit B for the year 2017.
2. Section 2 (Term) of the IGA is hereby amended to read as follows (words to be deleted are shown in ~~strikeout~~; words to be added are underlined):
  - a. The term of this IGA shall commence on ~~September 1, 2016~~ May 9, 2017 and end on ~~August 31, 2017~~ August 31, 2018. However, either party may terminate this IGA upon sixty days written notice.
3. Section 3 (Rent) of the IGA is hereby amended by the addition of the following sentence at the end of the Section:

- a. All invoices for rent will be mailed to Adams County Facility Operations, Suite C1700, 4430 South Adams County Parkway, Brighton, CO 80601.
4. Subsection 5(a) (Use of the Property) of the IGA is hereby amended by the addition of the following sentence at the end of the Subsection:
  - a. Employees of the Adams County Sheriff's Department may occupy the Premises at any time for work-related purposes.
5. Section 8 (Care of Premises) of the IGA is hereby amended to insert the following sentence after the third sentence of the Section:
  - a. The County, through Adams County Facility Operations, will provide all housekeeping services for the Premises during the term of the IGA.
6. Section 9 of the IGA is hereby amended to read as follows (words to be deleted are shown in ~~strikeout~~; words to be added are underlined):
  - a. **Repairs by Bennett.** Bennett shall be responsible for ensuring the availability of any utilities, water, or septic system for the Premises. ~~Bennett agrees to make all necessary repairs to the Premises during the term of this lease other than repairs required because of damage caused by the County beyond normal wear and tear, such repairs being the responsibility of County.~~ The County, through Adams County Facility Operations, will provide maintenance services for and make all necessary repairs to the Premises and building systems for the term of the IGA. Adams County Facility Operations will promptly notify and coordinate with the Bennett Director of Public Works on any warranty issues with the Premises and building systems during the first year of operations, ending September 2017. Bennett shall at all times have the right to enter, with notice, the Premises to inspect their condition and/or to perform maintenance to the Premises. At the end of the term of this IGA, the County will leave the entire portion of the Premises in clean and in good repair, normal wear and tear excepted. In the event that the Premises is totally destroyed, this IGA shall terminate. Bennett has no duty to repair the Premises if the Premises is partially destroyed. In the event of partial destruction, should Bennett, in its sole discretion, choose to not repair the Premises, County may terminate this IGA upon ten days written notice.
7. Section 26 of the IGA is hereby amended to read as follows (words to be deleted are shown in ~~strikeout~~; words to be added are underlined):

- a. **Miscellaneous.** County is solely responsible for providing any supplies and equipment necessary for the Premises. Bennett shall provide snow removal for the entire Premises', including the parking lot and sidewalks. ~~County shall be solely responsible for providing snow removal for the sidewalks adjacent to the Premises.~~
8. Except as amended by this First Amendment, the IGA shall remain in full force and effect in accordance with its terms.
9. Capitalized terms used in this First Amendment shall have the same meaning as capitalized terms defined in the IGA.
10. This First Amendment may be executed in several counterparts, all of which shall be considered to be one document.

IN WITNESS WHEREOF, the County and Bennett hereto have executed this First Amendment effective as of the date first set forth above.

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

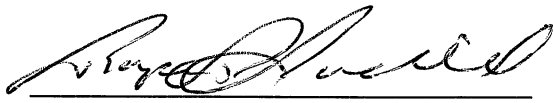
ATTEST:  
STAN MARTIN  
CLERK AND RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Clerk

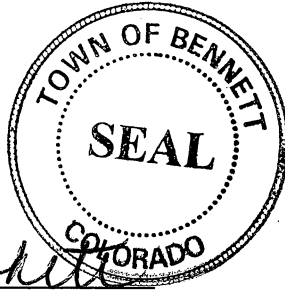
\_\_\_\_\_  
Adams County Attorney's Office

BENNETT:  
TOWN OF BENNETT

  
\_\_\_\_\_  
Royce Pindell  
Mayor

5-9-2017  
\_\_\_\_\_  
Date

ATTEST:  
TOWN CLERK



*Lynette F. White*  
Lynette F. White

## 5



**Town of Bennett**  
Idaho County Services Center  
355 S. First Street

REVISIONS		
1	BUILD CERT UNITS	2015.12.1
2	BUILD CERT DTL	2015.11.1

DRAWN BY	CHECKED BY
KDA	KDA
DATE	3-5-81
PAGE	1
JOB NUMBER	204
DRAWING TITLE	FLOOR PLAN
DRAWING NUMBER	A200

**Exhibit B**  
**2017 Election Calendar for Bennett**

**Friday, October 28, 2017 – Wednesday, November 8, 2017**

- **Set up for Early Voting**
- **Early Voting**
- **Election Day**