

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR
LAW ENFORCEMENT SERVICES BETWEEN ARAPAHOE COUNTY AND
THE TOWN OF BENNETT**

This First Amendment to the Intergovernmental Agreement to provide Law Enforcement Services (the "Agreement") is made this 22nd day of April, 2025 by and between the Town of Bennett, a municipal corporation of the State of Colorado ("Bennett"), and the Board of County Commissioners of Arapahoe County on behalf of the Arapahoe County Sheriff's Office ("County"), each a "Party" and collectively the "Parties."

WHEREAS, the Parties have entered into the Agreement which was executed on or around April 1, 2024, to provide law enforcement services within Bennett; and

WHEREAS, the Parties agree that it is necessary to increase the services provided with the addition of a .5FTE traffic officer;

NOW, THEREFORE, the Parties mutually agree to amend the Agreement as listed below.

1. Section 1.2 shall be revised and restated as follows:
For 2025, the personnel necessary to provide these services as determined by the Parties are as follows: two full-time patrol deputies, one part-time traffic deputy (50% of full-time work schedule), and one part-time investigator (50% of full-time work schedule) as set forth in further detail in Attachment A. Bennett acknowledges and agrees this Agreement does not provide for law enforcement presence within its jurisdictional boundaries twenty-four hours per day, seven days per week. Unless otherwise specifically set forth herein, the determination of when law enforcement will be physically present within the jurisdictional boundaries in the ordinary course will be determined by the Sheriff, in the Sheriff's sole discretion.
2. Section 4.1 Fee Schedule shall be revised and restated as follows:
Compensation for the base law enforcement services set forth in Section 1 of this Agreement and further detailed in Attachment A will be up to but not to exceed Four Hundred and Thirty-Six Thousand, Five Hundred Sixty-Three Dollars (\$436,563.00) ("Base Sum"). Cost of additional .5 Traffic FTE will be prorated once the position is filled. Additional law enforcement resources may be charged at the overtime rate as provided in section 4.4 below.
3. The second paragraph of Attachment A shall be amended to read as follows:
Law enforcement services provided to Bennett under this Agreement will include patrol duties available seven days per week with corresponding investigative and supervisory support as determined the Sheriff's Office. Based on the historical needs of the town as determined by the Sheriff's Office and safety of the deputies, the following personnel will be assigned for the initial term of this Agreement: two full-time patrol deputies, one part-time traffic deputy (50% of full-time work

schedule), and a part-time detective (50%). The availability of staff and resources to provide these law enforcement services may fluctuate depending on the demands and exigencies of the Arapahoe County Sheriff's Office. Similarly, as additional resources are needed to handle situations in Bennett, the Sheriff's Office will request further assistance.

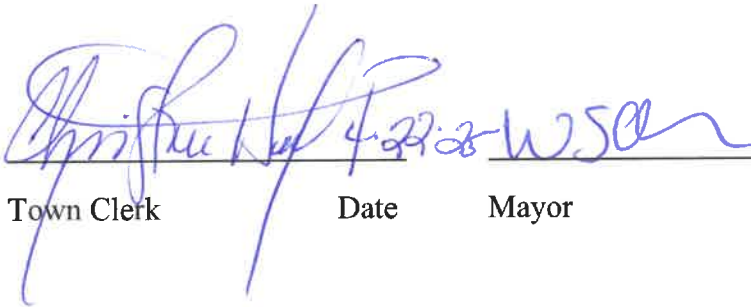
4. Except to the extent modified herein, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same. This amendment shall take effect on April 23rd, 2025.

AGREED TO AND ACCEPTED AS STATED ABOVE:

ATTEST:

TOWN OF BENNETT



Town Clerk Date Mayor Date

**BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF ARAPAHOE**

Date