



## **Gilpin County**

### **REQUEST FOR PROPOSAL - RFP**

#### ***Sexually Oriented Business (SOB) Impact Study***

**DEADLINE: June 10, 2024**

#### **I. Introduction**

Gilpin County is inviting proposals from qualified consulting firms to provide organizational consulting for Gilpin County. Gilpin is located approximately 35 miles west of Denver, in the Colorado Rocky Mountains with an elevation range between 7,000-13,294 feet above sea level and home to the premier gaming/gambling destinations in Colorado.

#### **II. Services Required**

The qualified consulting firm(s) is to provide all the necessary labor, research, and data required for the satisfactory completion of a Sexually Oriented Business (SOB) impact study, as described in this RFP.

Background:

- In January of 2023, a large hospitality conglomerate closed a deal with Central City, to open an adult themed casino. A gaming operation is no longer possible and a shift toward exclusively SOB operation is expected.
- Over the course of two years, this firm has acquired a number of additional vacant and/or underperforming commercial properties in Central City.
- See the news article attached at the end of this document for more information.
- On May 21, 2024, Central City Council will be discussing permitting greatly lowering SOB distance buffers while also adding Adult Arcade, Adult Cabaret, Adult Motel, Adult Motion Picture, Adult Theater, Nude Model Studio and Sexual Encounter Center into their code.

This Request for Proposal (RFP) is for the selection of a qualified consultant or consulting firm to conduct a comprehensive evaluation and analysis on the economic and regulatory impact of SOBs in Gilpin County. Specific focus of this study shall be targeted toward County budget impacts as to a loss of revenue or increase in expenses impacted by SOB. For the purposes of this study, SOBs refer to venues such as gentlemen's clubs, adult-themed restaurants, or cabarets that offer live performances or screenings of explicit sexual content, in addition to those included in the Central City land use code update dated May 21, 2024.

1. Methodology:

- Develop a research framework and methodology that shall include data collection and analysis. Case studies from similar communities who have permitted SOBs is expected.

2. Economic Impact Analysis:

- Assess the economic impact, favorable or otherwise, of SOBs to the local economy, including tax revenue generation, employment, and property values.
- Analyze the effects of SOB on related industries such as hospitality, arts, entertainment, tourism, heritage tourism, and gaming.
- Analyze the staffing needs and costs incurred in order for the County to address impacts and protect the health, safety and public welfare on Patrol (Sheriff Deputies), Detentions (Jail), Victim Services, Emergency Management, Dispatch, Public Health and Human Services. All of which are County paid services, including law enforcement within the Central City limits (see attached agreement).

3. Regulatory Analysis:

- Review existing regulations and zoning ordinances governing SOBs in Gilpin County including in the incorporated communities of Central City and Black Hawk.
- Assess the effectiveness of current regulatory frameworks in addressing concerns related to SOBs, such as public safety, nuisance abatement, and community well-being.
- Examine any potential impacts the presence of SOBs may have on crime and public health.

4. Community Engagement and Outreach:

- Identify key stakeholders including prospective SOB owners and operators, employees, customers, local residents, municipal leaders, law enforcement agencies, and community organizations for interviews, surveys, and focus groups.
- Conduct outreach activities to engage stakeholders such as prospective SOB owners and operators, employees, customers, local residents, law enforcement agencies, and community organizations.

Deliverables:

- Research framework and methodology document.
- Data collection instruments (interview guides, survey questionnaires, etc.)

- Interim progress reports as agreed upon.
- Final impact study report including analysis, findings, and recommendations.
  - Specific recommendation related to the Intergovernmental Agreement Between Gilpin County and the City of Central, Colorado to Provide Law Enforcement and Public Safety Services (attached) dated October 5, 2016, adjustments, as they relate to SOBs.
  - Effects on property values.
  - Effects on crime and emergency calls.
  - Effects on social services.

### **III. Submittal Requirements**

This Request for Proposal (RFP) describes the requested scope of services and information to be included in each proposal. Failure to submit information to the County in accordance with the requirements of this RFP and its procedures may be cause for disqualification. The proposal should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work. Unclear, ambiguous statements such as “all reasonable effort to provide” must be avoided. Failure to address any of the requirements may be subject to rejection and/or misinterpretation. Inability to meet any specified requirements must be so stated and thoroughly explained.

Proposals are to be addressed to Ray Rears, Gilpin County Manager, in accordance with the Instructions to Proposers and all other requirements as referenced in this RFP. Proposals will be received until the Proposal Closing Date and Time set forth on the cover page of this RFP, at which time a representative of the County will publicly announce the names of those firms or individuals submitting proposals. No other public disclosure will be made if and until award of contract.

The RFP Submittal (Not to exceed 20 pages) shall include the following:

#### **1. Letter of Transmittal**

The letter of transmittal must contain the following statements and information, and is not intended to be a summary of the proposal:

- Company name, address, and telephone number(s) of the firm submitting the proposal.
- Name, title, address, email address and telephone number of the contact person or persons, authorized to represent the firm and to whom to direct correspondence.
- Taxpayer identification numbers of the firm.
- Brief statement of your understanding of the services to be performed and a positive commitment to provide the specified services.
- Signature of a corporate officer or other individual who is legally authorized to bind the applicant to both its proposal and cost schedule.
- Statement which indicates “proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with Gilpin County.”

#### **2. General Vendor Information**

Please provide the following:

- Length of time in business
- Total number of clients, including specifically public sector clients
- Number of full-time personnel
- Location of office which would service this account

### **3. Technical Proposal**

Provide a detailed technical and narrative response regarding the ability to provide the components as stated within the Scope of Work. The Evaluation Criteria listed in the Evaluation of Proposals section below provides additional information and the criteria that evaluators will use:

- Understanding the Proposal. Responses will include comprehensive information and narrative statements that illustrate proposer's understanding of the requirements of the project and the project schedule.
- Methodology Used for the Proposal. Responses will include comprehensive information and narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work.
- Management Plan for the Proposal. Responses will include comprehensive information and narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work.
- Experience and Qualifications. Responses will include a detailed explanation of your experience with similar projects and employees.
  - Provide a detailed narrative describing your firm's experience with a minimum of three (3) projects of similar size and scope in the past five (5) years.
  - Provide a narrative description of the organization and capabilities of the project team and a personnel roster that identifies each person who will actually work on the contract.
  - Provide a minimum of three (3) current or former clients where work has been performed within the last five years who may be contacted with respect to your firm's reputation for high quality of work, responsibility and efficiency. Include the name, address and telephone number of the executive in each organization who can speak knowledgeably about the quality, timeliness and cost of your work.

**4. Financial/Cost Proposal** - Submit pricing/cost information in a separate package from the technical proposal, clearly marked on the outside. Do not include costs in the technical proposal. Electronic copies of proposals will include separate files for financial and technical proposals. Separate discs or drives are not required.



Submit a detailed cost proposal including all costs and charges for the proposed services, including any, fees, training, implementation, and any other costs required. Estimate the hours and provide cost schedule detail for any service engagements necessary to meet the goals, if appropriate. Break down the cost proposal to indicate all costs.

- The proposal must contain a fee schedule that includes hourly rates for the proposed consultant billing and services below.

<u>POSITION</u>	<u>RATE</u>
Principal	\$_____
Senior Project Manager	\$_____
Project Manager	\$_____
Administrative Support	\$_____

- Describe how your services are priced, and any specific pricing you are able to provide.
- Define any additional charges (e.g. travel expenses).

#### **5. Descriptive Pages and Brochures –**

All standard descriptive informational pages and brochures should be submitted in a section titled "APPENDIX."

#### **IV. Evaluation Criteria and Process**

<b>Evaluation Criteria</b>	<b>Weight</b>
Years in business / experience / history working with government	15%
Understanding of the project and / or services required	20%
Methodology / functionality / service or project plan	15%
Preference for local and state business	5%
Preference for minority and women owned businesses / labor surplus area firms	5%
Management plan / administration	10%
Total cost	30%
<b>TOTAL</b>	<b>100%</b>

A project team will evaluate all proposals. Proposals shall be evaluated on the basis of the Evaluation Criteria noted herein. The team may make recommendation to the County Manager for selection on the basis of the proposals received, or may choose to "shortlist" prospective firms for further negotiations. Individual interviews may be required for the top firm(s) who have submitted the required information.

Gilpin County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Reference checks, when conducted, will not be rated but will be considered on a "pass/fail" basis.

Following an individual rating period, the project team will meet to discuss the initial rating and may choose to make an award at that time. Failure of the proposer to provide any information requested in this RFP may result in disqualification of the proposal.

This request for proposal is not a competitive bid based on price only. The Request for Proposal allows Gilpin County to select the contractor that best meets the needs of the County, taking into consideration proposer qualifications, experience, mythology, timeliness, and service capabilities and other factors relevant to the County's policies, programs, administrative resources, and budget.

This RFP has been published at the Rocky Mountain Bid Net System and on the County website, which may be accessed at the following links:

<https://www.bidnetdirect.com/colorado>

<https://gilpincounty.colorado.gov/news-notice/request-for-proposals-rfps>

Any modifications to this RFP or addenda pertaining to this RFP will be published to the Bid Net System and on the County Website, and all proposers are responsible to periodically check both locations for relevant updates prior to the submittal of a proposal.

**Written Inquiries** – Interested applicants may make written inquiries concerning this RFP to obtain clarification of requirements or additional information. No inquiries will be accepted after the date and time of the Written Inquiry Deadline indicated in the Schedule of Activities. Send all inquiries via email, referencing the RFP number and title in the subject line, to: [sbower@gilpincounty.org](mailto:sbower@gilpincounty.org).

#### **V. Deadline for Submission of Proposals**

One electronic submission must be received by Gilpin County prior to 7:00 p.m. on June 10, 2024. The submission must be labeled as "RFP Sexually Oriented Business Impact Study" in the subject line and sent to this email address: [sbower@gilpincounty.org](mailto:sbower@gilpincounty.org). Physical submissions will not be accepted.

Number of Copies: One (1) electronic copy via email

#### Schedule of Activities:

Activity	Date
RFP Issued	May 21, 2024
Written Question Deadline	May 31, 2024
Responses to Written Inquiries Published	June 4, 2024
Proposal Submission Deadline	June 10, 2024
Anticipated Award	June 25, 2024
Project Start	July 1, 2024

#### VI. Miscellaneous

Gilpin County reserves the right to reject any and all proposals for failure to meet the requirements herein, to waive any technicalities, and to select the proposal which, in the County's sole judgment, best meets the requirements of the project.

The RFP creates no obligation on the part of the County to award a contract or to compensate the proposer for any costs incurred during proposal presentation, response, submission, presentation or oral interviews (if held). The County reserves the right to award a contract based upon proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.

The County further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the County may request.

Proposers must specifically identify any portions of their submittals deemed to contain confidential or proprietary information, or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not necessarily be conclusive, and proposers may be required to justify why Gilpin County should not, upon written request, disclose such materials.

The County is not responsible for electronic submissions or communications not received, in any way associated with this RFP.

#### **Contract**

Pending successful contract negotiations, one or more contracts may be awarded to the Contractor or Contractors whose proposal(s) is/are the most advantageous and offer the best overall value to the County, taking into consideration price and other evaluation factors described in this RFP. If more than one contract is awarded, an effort will be made to award work in an equitable manner taking into consideration the following criteria for each project:

1. Specific area of focus / special requirements
2. Cost
3. Availability of the Contractor
4. Prior performance of the Contractor

## **Q&A**

[Question]

- [Answer]

[Question]

- [Answer]

[Question]

- [Answer]

# THE WEEKLY REGISTER-CALL

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OFFICIAL NEWSPAPER FOR GILPIN COUNTY, BLACK HAWK AND CENTRAL CITY

## RCI planning growth beyond 2 local casinos

By Don Ireland  
Senior Reporter

RCI Hospitality Holdings closed a \$2.4 million deal with Central City earlier this month to purchase the former Scarlet's Casino building at 130 Main St. However, that acquisition is only the first of several planned in Colorado by the adult-entertainment company.

Eric Langan, RCI CEO and president, previously announced plans to purchase three former casino properties at the other end of Main Street, the former Coyote Creek Casino at 101 Eureka Street and 98 and 102 Lawrence Street. The sale closing for those properties is expected to occur before March 2023. He estimated that RCI will spend approximately \$24 million to purchase and remodel the two casinos, which will open as new casinos – one featuring a Rick's Cabaret Steakhouse & Casino and the other featuring a casino with a sportsbook/nightclub.

Central City isn't the only metro Denver location that RCI is eyeing for expanding its nationwide collection of businesses, which includes strip clubs/cabarets, restaurants and casinos. Last week, RCI announced a \$1.875 million deal to purchase the Grange Food Hall on Arapahoe Road in Greenwood Village. The Grange facility includes several restaurants, including the Crack Shack, Menya Ramen, Seoul Mandoo, Tilford's Wood Fired Pizza and Uptown & Humbolt. The current property also has Little Dry Creek Brewing, which would supply microbrews to its other metro operations, according to RCI.

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## School taxes will rise in Gilpin, Boulder districts for 2023



# RCI growth Central casinos

Continued from page 1

Langan explained his interest in the Denver area. "[There is] nearly a quarter of diverse population of millennials, making it one of the best cities for this demographic in the country and it's also become another tech hub with a new nickname of Silicon Mountain." Previously, he said the Central City casinos and entertainment will attempt to attract an evening crowd to Central City, primarily in the male 30-to-50 age demographic.

When reporting its earnings this month for the 2021-22 fiscal year, RCI said it earned \$267.6 million in revenues for the period ending Sept. 30. The NASDAQ-listed company's stock was trading slightly above \$92 per share last

week. The NASDAQ Global Market under the symbol RICK.

During its most recent operating quarter, the company reported \$71.73 million in revenue and \$10.58 million in net income. In October 2021, RCI made its largest-ever acquisition effort, which included nightclubs in six states for \$88 million. The purchase included several Denver-area strip clubs, including the Diamond Cabaret, La Boheme Gentlemen's Cabaret and PT's Centerfold club.

RCI previously announced it plans to build one of its Bombshells, a military-themed bar and grill, in Aurora. "We already purchased the land in Aurora. We will begin the permitting process in January and hopefully start construction in April so we can open [in] early 2024," Langan commented.

The company currently owns more than 60 locations in multiple states. Langan noted, "Our business has remained strong, while we are seeing some regional weak-



RCI HOSPITALITY HOLDINGS INC

nesses here and there. We are confident overall business will be

fine, and we will continue to expand our market share, with special attention to the Denver metropolitan area."

According to Langan, the former Scarlet's building could be open for the 2023 Christmas holiday season if the company finishes its remodeling, obtains a Colorado gaming license, and installs slot machines and gaming tables. "We are getting bids for the roof work over the next few weeks. We have hired the architect out of Denver," he said.

RCI is hoping to close on the Tebo casino property in the first half of February, Langan said. "I have a master plumber coming out to figure out the water main tap issue the first week of January. The architect has been hired for this property as well as we are waiting on the as-built plans so we can start the planning process for a remodel."

During a Dec. 14 call with RCI investors, Langan reported, "Last year, \$1 billion was wagered in slot machines in Central City, generating more than \$80 million in adjusted gross proceeds. We see this Rick's as a club with a casino component. Our plan is to feature Classic Rick's Cabaret entertainment, fine dining, as well as casino and sports betting. We've applied for a license to operate 175 slot machines and seven tables."

# New Year's Eve events planned locally



Reservations are required for the event and can be made by calling JKQ at 720-316-1361. Tickets are \$90 per person or \$170 a couple.

**Central City Elks**  
The Central City Elk's Lodge will be having a New Year's Eve ball on New Year's Eve night beginning at 7 p.m.

## Black Hawk NYE event

The Mountain Poppy Wine Bar and JKQ BBQ at Crook's Palace are teaming up to host a New Year's Eve holiday event in Black Hawk.

The night will begin at the Mountain Poppy Boutique's wine bar in Gregory Plaza, where appetizers, gourmet charcuterie plate and a glass of wine or champagne. The event will be from 4 to 8 p.m. From there, partygoers will cross Gregory Street for the main event at JKQ Barbecue from 5 to 9 p.m. The menu will include a 16-ounce rib eye steak, 8 oz. jumbo lump crab cake, mashed potatoes, steamed vegetables two drinks (alcohol or non-alcohol) and dessert.

The Jimmy Lewis Band will perform from 3 to 7 p.m., followed by Robbie Wicks. The celebration will continue until 10 p.m. local time — when the ball drops in New York City at midnight.

## Casinos offer NYE activities

Several Black Hawk and Central City casinos are planning events for New Year's Eve on Saturday night, Dec. 31. They include:

**Maverick** will hold a drawing for a \$2,023 prize at 11:45 p.m. including its three casinos: **Z Casino** in Black Hawk and the **Grand Z** and **Dragon Tiger** casinos in Central City. The trio of casinos will hold \$1,000 drawings from 12:15 to 2 p.m. for players who earn entries from 8 a.m. until noon on Dec. 31.

Central City's **Century Casino** will hold its Holiday Heights promotion on Dec. 31. Player drawing will be from 3 until 11 p.m. At midnight, seven finalists will be selected from an entry barrel. Six will win \$500 in cash, and the seventh will be awarded a \$23,000 grand prize. The event will include a complimentary champagne toast at midnight.

**Bally's Black Hawk** will host its New Year's Eve celebration from 5 to 10 p.m. on Dec. 31. Patrons who collected entries in December will be eligible to win a share of \$25,000. The grand prize of \$10,000 will be awarded that night.

The **Saratoga Casino** in Black Hawk will award prizes of up to \$2,023 on New Year's Eve. Two hot-seat winners will be selected each hour from noon until 11 p.m. on Dec. 31 for \$100 in promo play.

For details regarding casino promotions, visit the players' club at each casino or check their website for full details.

## New Years Ball

Elk's Lodge Central City-Elks Lodge Central City will be having a New Year's Eve ball on New Year's Eve night beginning at 7 p.m. All are welcome!

## Put your sky-high imagination to work!

Want a photo or video of your home or business? Use them for memories, social media, site planning, historical purposes and more. Proudly serving Register-Call readers regularly with aerial photos of the Gilpin County area. Check out our exciting web site for many shots of Gilpin County and beyond - Come fly with us!

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Black Hawk CO 80422

### CALVARY CHAPEL

Pastor Doug Gibney  
275 Hwy 72, Nederland  
Adult and Teen Bible Study - 10 a.m.  
Worship and the Word - 11 a.m.  
Children's church and nursery  
303-258-3502

### CHAPEL IN THE HILLS

Pastor Todd Fletcher  
29579 St. Hwy 72 (in Coal Creek Canyon)  
Worship Service - 10 a.m.  
303-642-3130  
info@chapelinthehills.org

### WHISPERING PINES CHURCH

73 Gross Dam Road on Hwy 72  
(behind United Power in Coal Creek Canyon)  
Worship - 10:30 a.m.  
303-248-3201

### CHRIST THE KING COMMUNITY CHURCH

Pastor Tom Davidson  
Non-denomination contemporary worship with a casual atmosphere.  
971 Hwy 46,  
(Across from the fairgrounds)  
Praise and Worship - 10:30 a.m.  
303-927-0012  
office@ctkblackhawk.com  
www.ctkblackhawk.com

### CENTRAL CITY ST. MARY'S CATHOLIC CHURCH

Father John Green  
135 Pine St., Central City  
Mass - 10:30 a.m.  
www.GodRushCatholic.org



### NEDERLAND COMMUNITY PRESBYTERIAN CHURCH

Pastor Hansen Wendlandt  
210 W. Jefferson, Hwy 72  
(just west of the traffic circle)  
Worship - 10 a.m.  
Christian Education & Youth Groups  
303-406-8078  
ncpcpastor@gmail.com

### ROCKY MOUNTAIN EVANGELICAL FREE CHURCH - BLACK HAWK

Pastor Bob Bingham  
Gregory Street in Black Hawk  
Worship - 9:30 a.m.  
Sunday School - 11 a.m.  
303-582-3325

### ST. JAMES UNITED METHODIST CHURCH

123 Eureka St. Central City  
(across from the Opera House)  
Worship Service - 10 a.m.  
303-582-5882  
stjamescentralcity@gmail.com

### ST. PAUL'S EPISCOPAL CHURCH

226, First High Street, Central City  
(Next to the Gilpin History Museum)  
Worship Service - 10 a.m.  
303-582-0450  
stpaulschurchcentralcity@gmail.com  
www.stpaulsepiscopalchurchcentralcity.org

### ST. RITA'S CATHOLIC CHURCH

Rev. William Breslin  
24325 Hwy 119, Nederland  
Mass - 9:30 a.m.  
303-258-3060  
breslinw@shjiboulder.org



# THE WEEKLY REGISTER-CALL

Vol. 161 No. 48 May 16, 2024

2022 Winner of seven Colorado Press Association awards

PRICE: \$1.50

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**GOLD COUNTRY NEWSPAPER COVERING GILPIN AND CLEAR CREEK COUNTIES**

**OFFICIAL NEWSPAPER FOR GILPIN COUNTY, BLACK HAWK AND CENTRAL CITY, ALSO COVERING IDAHO SPRINGS, GEORGETOWN**

## RCI: Decision on Central City casinos expected by May 23

By Don Ireland  
Senior Reporter

**EXCLUSIVE**  
PART 2 OF A SERIES

*(Editor's note: In last week's edition, Part 1 described RCI Hospitality Holdings' difficulties obtaining gaming licenses for its two proposed Central City Casinos. This week, further information on the delays and RCI's other plans for affordable housing and creating new entertainment and other visitor attractions will be discussed.)*

Within the next week or so, RCI Hospitality Holdings expects to announce what it intends to do with its commercial properties in Central City. Rick's Cabaret Steakhouse and Casino at 130 Main St. and the Bombshells Casino and Restaurant at 101 Eureka St. at its junction with Main Street were proposed to open this summer.

Meanwhile, Central City leaders are crossing their fingers, concerned their hopes for increased gaming revenues in city coffers and bringing additional visitors to town could go up in smoke.

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# Tough decisions ahead for RCI board

Continued from page 1

Because of delays associated with the state investigation for RCI's pair of casino license requests, RCI is contemplating whether to abandon its casino plans or move shift its other plans for Central City.

Eric Langan, president and CEO of RCI, a publicly traded company, said he won't comment on the company's future in Central until after he and the RCI Board of Directors decide. As a result of the delays, unconfirmed rumors have spread like wildfire throughout Central, claiming the company may pull the plug after investing nearly \$14 million in the past two years to acquire and renovate its Central City investment properties.

In exclusive interviews with the Weekly Register-Call during the past week, Langan said he never anticipated such lengthy delays from the gaming license investigations. "It's been a much more difficult road than what we had anticipated."

"I will have to make a major decision by May 23," Langan commented. "We're willing to spend more [here], but there comes a point when a return on investment but no guarantee of anything becomes too much. This is not good for the city, either."

He reported a gaming investigator wanted RCI to inform them of the company's plans by May 9 (today). "We sent them a letter, saying that we need more time to make up our minds. They have not answered us yet," according to Langan, who anticipates the RCI Board of Directors should reach a decision soon.

While RCI wants to make money on its investments, so do Central City leaders, who have seen overall gaming revenues decline during the past nine months. State-collected gaming revenues, local sales taxes and slot machine device fees collected by Central could help stabilize and improve the city's coffers by millions in the years ahead.

Langan reported during RCI's fiscal second-quarter earnings call on May 9, "We're calculating whether or not we even want to continue to focus on that at all or take our money and energy and focus—instead of on casino operations—and get back to our core business."

When asked about RCI's plans for Central City on the call, Langan responded, "Well, timing is just un-



Eric Langan (right) has been a regular audience member who occasionally speaks at Central City Aldermen meetings.

known. Other than we're going to do everything we can do to get the club open in this quarter. So we'll have the club and the steakhouse will be opened in this quarter. I've gotten some news from gaming, where they've requested a very large amount of money to continue our investigation through a third party and gave us a very long timeline from where we are today. And I'm currently basically evaluating that timeline with our new refocus on capital allocation, doing a lot of math right now and calculating whether or not we want to even continue to focus on that at all or take our money and energy and focus instead of casino operations back us back on our core business. If so, we would probably divest a property or two of the properties. Obviously, we'll keep Rick's location and the Steakhouse up there, but we may end up actually withdrawing the gaming license at some point instead of paying all this money for the investigation and waiting for the timeline they want; I just don't know yet."

## Upcoming moves

Langan said several billboards along the Central City Parkway, which announced Rick's and Bombshells' opening in 2024, will be taken down soon. They are expected to be replaced with new ones announcing the opening of the Bombshells food truck, which is expected to open this week.

Food truck aside, RCI plans to consider what it will do with its three commercial properties along Main Street, including the Hawley Mercantile building. Not only is it considered a large gift shop operated by some longtime

*"I could sell all of these properties, but I'm not planning to have a fire sale. All these properties are now worth more than what I paid for them. I have gotten building permits, put new roofs on them, and did all the hard work. I could get my money back out of the town very easily. The problem is - I don't want my money back out of this town. I want to operate here."*

Eric Langdon, RCI CEO

vendors, but part of the property has also been home to RCI's local casino-planning office. Langan also provided first-floor retail space to Central Mayor Jeremy Fey, who opened his Central City Trading Post in part of the building at 125 Main St.

All totaled, RCI has about 90,000 square feet of commercial space between the three properties it owns. That doesn't include Langan's personal investments, which included purchasing a personal home up the hill from the opera properties or the Annie Oakley's convenience or liquor store across from the Rick's Cabaret building at 130 Main. Langan's son, Trenton, manages Annie's.

RCI purchased the city-owned Rick's building at 130 Main St. building - once called Scarlett's Casino - for \$2.4 million in December 2022. The company is spending millions to remodel and upgrade the three-story building, one of the first structures seen by visitors traveling down the Central City Parkway into the community.

Langan said RCI could opt to sell its commercial properties to get a return on his investment. "I could sell all of these properties, but I'm not planning to have a fire sale. All these properties are now worth more than what I paid for them. I have gotten building permits, put new roofs on them, and did all the hard work. I could get my money back out of the town very easily. The problem is

face several potential choices. They include:

- They may sell the Bombshells site at 101 Eureka to a casino operator who currently has Colorado gaming licenses and wants to expand into Central City. RCI renovated the building during the past year but recently took down window signs that advertised the Bombshells Casino and accompanying restaurant would open in 2024.

Langan said he prefers to keep Rick's location and potentially open a high-end steakhouse and adult cabaret in the building late this summer, most likely open from 4 p.m. to 4 a.m. Thursday through Sunday nights.

"We still plan to open [Rick's Cabaret and Steakhouse], although we won't have gaming in the beginning. The club will be on the first floor of the building but we'll black out the windows, so you can't see in from outside."

- For RCI to operate an adult cabaret in the Rick's building, the company must persuade Central City's aldermen to change their zoning code to allow adult entertainment in the downtown gaming district. The change would reduce usage setbacks so it won't impact private residences or places of assembly. A change was recommended by the

Central City Planning Commission a year ago to reduce the setback to 150 feet, although the council never voted to approve or modify the recommendation. A new mixed-use development, the Knights of Pythias apartments, falls within the recommended 150-foot setback, so the council would need to reduce that number further to enable the cabaret to open.

Approving a zoning-use setback change could be challenging for Central City's aldermen, which includes Mayor Fey. Two aldermen, Jeff Aiken and Marcia Enloe, previously reported opposing strip clubs on Main Street.

Aldermen Kara Tinucci and Todd Williams haven't announced how they might vote on the zoning changes.

Some residents have questioned whether Fey may have a potential conflict because of his personal dealings with Langan and RCI. While the mayor can vote on zoning-related matters, some residents question whether he should do so because of his business relationship with RCI.

Commented Langan of the city-zoning matter, "It's theirs to figure out, not mine." He said the U.S. Supreme Court ruled years ago that a city cannot practice exclusionary zoning. However, Central's current permitted uses don't allow for adult entertainment businesses along Main Street. The council could approve a change enabling Rick's Cabaret to open with adult entertainers.

RCI has owned dozens of adult cabarets—which were called "strip clubs"—for decades around the county. The adult entertainment company owns the Diamond Cabaret and Rick's in downtown Denver and several others in the metro area.

"Right now, I'm doing everything I can do to try to open up that club by August. It will be like the nightclub and steakhouse that we have at 70 other locations. What level of nudity or if there will be nudity at that location will depend on the city," Langan said.

Despite being unable to open Rick's Cabaret early into the coming tourist season next month, Langan said the Bombshells Food Truck—driven in from company headquarters in Texas—will open today

File photo

- I don't want my money back out of this town. I want to operate here."

## Huge decisions

RCI's Board of Directors and Langan

Continued on page 22



# Bombshells Food Truck opens today outside Rick's

Continued from page 10

"Right now, I'm doing everything I can do to try to open up that club by August. It will be like the nightclub and steakhouse that we have at 70 other locations. What level of nudity or if there will be nudity at that location will depend on the city," Langan said.

Despite being unable to open Rick's Cabaret early into the coming tourist season next month, Langan said the Bombshells Food Truck—driven in from company headquarters in Texas—will open today (May 16) and remain open weekends through the summer. The truck will be parked outside Rick's building on the sidewalk at the corner of Main and Spring Streets.

RCI has operated its military-themed Bombshells restaurant locations in Texas and other states. It recently opened a location in a building it owns, the Cherry Hills Food Hall off Arapahoe Road in Greenwood Village. Previously, the company planned to open a Bombshells along 14th Street in Denver's performing arts district.

In a Facebook posting over the weekend, someone asked Langan about plans for the proposed casino; Langan said Central City wasn't the reason behind the delay in plans. "It's the gaming commission [investigators]. The City of Central has been great to work with. We won't be going anywhere. I love this town and have already bought my retirement home here for when that day comes."

## Other interests

Aside from the RCI properties, Langan personally wants to expand entertainment options and attract new visitors to Central City. "We're trying to do Central City Adventures and I want to do some residential development there," he commented.

According to Langan, Central City Adventures could rent ATVs, offering hiking tour guides and other services to those who travel to the area and want to explore the outdoor areas in Central City and the nearby federal forests north of the city. "I want to create Central City Adventures and have kayaks, four-wheeler tours and hiking, hunting and fishing tours.



RCI last year purchased the Hawley Mercantile building, which includes 117-125 Main St. The building continues to host small retail shops, although other parts include RCI's local office.

File photo

I want to make this a destination location, a Colorado-type location with gaming," he commented. "They're doing these same types of things in South Dakota and Oklahoma right now. We can do that in Central City."

Langan envisions using the Central City Opera House for entertainment events, including concerts and appearances by comedians, during the opera's off-season. He also would like to work with city leaders and the opera to convert some of its historic

homes used for a few months each spring and summer. The homes, where opera personnel lodge from May through early August, could become revenue-generating VRBO or Airbnb properties that could be rented to visitors who travel to Central to visit casinos and other entertainment offerings. "If we could use those homes all year, it would be a bigger impact than just using them for three months a year," he commented. "Black Hawk isn't doing these types of things."

"We need some residential development in Central City and we're trying to do some," Langan remarked. "We need two different types of housing. We need more motel rooms up here, especially for on the weekends. We also need workforce housing. We need 200 to 300 units immediately for workforce housing. Someone asked me what I think affordable housing means. I told him something between \$270,000 and \$300,000 that includes at least three bedrooms and from 1,000 to 1,200 square feet."

Commented Langan, "We're still planning to be involved in Central City — we're not going anywhere. We'll still be going to Central City Council meetings and continue to do some of the things we're doing there. I bought a house and I'm living here. My son lives here, too, so we're not going anywhere."

"Some people think of us as a Texas company," Langan commented. "Yes, we're from Texas, but this has become our second home."

(This series will continue next week.)

# Gaming investigators' timing for casino applications frustrating for Central City's leaders, developers

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN GILPIN COUNTY  
AND THE CITY OF CENTRAL, COLORADO  
TO PROVIDE LAW ENFORCEMENT AND  
PUBLIC SAFETY SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT** ("**Agreement**") is entered into between the **CITY OF CENTRAL**, a home rule municipal corporation of the State of Colorado (the "**CITY**"), **GILPIN COUNTY**, a political subdivision of the State of Colorado (the "**COUNTY**"), and the **GILPIN COUNTY SHERIFF'S OFFICE** (herein referred to as "**GCSO**" or the "**SHERIFF**"), and is applicable to all property located within the municipal boundaries of the **CITY**, as the boundaries may be changed from time to time ("**Incorporated Area**").

**WHEREAS**, the **CITY** adopted its Home Rule Charter on December 3, 1991; and

**WHEREAS**, the **CITY** and the **GCSO** entered into that certain Memorandum of Understanding Regarding Law Enforcement Services having an effective date of March 8, 2016, that certain First Addendum to Memorandum of Understanding dated April 26, 2016, and that certain Second Addendum to Memorandum of Understanding dated July 19, 2016 (collectively, the "**MOU**"); and

**WHEREAS**, paragraph 5 of the **MOU** memorializes the intent of the **CITY** and **COUNTY** to work in good faith toward the finalization of this Agreement; and

**WHEREAS**, the **CITY** has determined that it is in the **CITY**'s interest to contract with the **COUNTY** to provide law enforcement and public safety services for the term set forth in this Agreement; and

**WHEREAS**, the Parties have determined that entering into this Agreement is in the best interests of the citizens and taxpayers of the **CITY** and **COUNTY**; and

**WHEREAS**, the **COUNTY**, through the **GCSO**, is capable of providing law enforcement and public safety services to the **CITY**; and

**WHEREAS**, the Parties recognize that cost saving efficiencies due to economies of scale, increased depth of trained personnel, reduction in supervisory duplication, and other as yet unidentified consolidation benefits, may not be precisely quantified or documented in advance and will result to the benefit of both Parties only after implementation and practical experience during the term of this Agreement; and

**WHEREAS**, the **CITY** desires to maintain a high level of local service input such that **GCSO** law enforcement personnel assigned to the **CITY** will strive to provide high-quality law enforcement services, cooperate with **CITY** officials to meet the goals of the **CITY**, work cooperatively with **CITY** organizations to solve **CITY** law enforcement concerns to improve the overall safety and welfare of the community and establish a positive relationship with **CITY** residents and visitors; and



**WHEREAS**, the Parties are authorized by Article XIV, Section 18(2)(a) of the Colorado Constitution, Section 29-1-203, C.R.S., and Section 30-11-410, C.R.S. to enter into this Agreement; and

**WHEREAS**, following the Services Commencement Date of this Agreement, the Parties intend that this Agreement supersede the MOU in its entirety.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

## **SECTION 1. PURPOSES – PROVISION OF SERVICES AND COOPERATION.**

The purposes of this Agreement are to:

- Memorialize the agreement between the CITY and the COUNTY for the provision of law enforcement and public safety services by the GCSO to the CITY and its residents in the Incorporated Area. The services to be provided hereunder are law enforcement, public safety and related services as are more fully described in **Exhibit A (“Services”)**. Additional Services may be added to this Agreement by written amendment or memorandum of understanding signed by both the CITY and the COUNTY.
- Memorialize the agreement between the Parties to cooperate and coordinate at all times to ensure that the development and implementation of the policies of any Party which relate to law enforcement, public safety, community outreach and budgeting or any Services contemplated by this Agreement are undertaken with input and consideration of the effect of such policy on all other Parties.
- Memorialize the agreement between the Parties that each Party will take an active role in seeking the input of the other Parties prior to adopting or implementing any such policy which relates to law enforcement, public safety, community outreach and budgeting or any of the Services contemplated by this Agreement.

## **SECTION 2. EXHIBITS.**

Exhibits referenced herein shall be incorporated into this Agreement for all purposes. **Exhibit B** to this Agreement shall be replaced annually and incorporated into this Agreement by adoption of such annually amended **Exhibit B** by resolution or such other formal action of the CITY Council and the COUNTY Board of County Commissioners.

## **SECTION 3. DURATION OF AGREEMENT.**

3.1 Term and Termination. This Agreement shall be in full force and effect as of the date of mutual execution of the Parties (“**Effective Date**”). The initial term of this Agreement shall commence at 12:01 a.m. on January 1, 2017 (“**Services Commencement Date**”) until midnight December 31, 2017. Thereafter, the Agreement shall be renewed automatically for one-year periods commencing January 1 and ending December 31 unless either the CITY or the COUNTY provides the other with written notice of its intent to terminate the Agreement, which written notice shall specify a termination date (“**Termination Date**”) that is at least 365 days after the date of the notice of termination is provided in accordance with Section 12 below.

Total Annual Fees for Services during any automatic renewal period shall be determined in accordance with the provisions of Section 4.3 of this Agreement.

3.2 Other Providers. Nothing herein shall prohibit the CITY, at any time, from pursuing any process for evaluating or selecting service providers to provide Services (including a CITY police department) upon the termination of this Agreement.

3.3 Transition. In the event Services covered hereby are not continued pursuant to Paragraph 3.1, the Parties agree to develop a transition plan which will govern the timing and process of transfer of responsibility for delivering Services from the COUNTY to the CITY or to another service provider at or prior to the Termination Date. Issues to be addressed in the transition plan shall include, but not be limited to, determining the exact time at which the responsibility for providing Services transfers from the COUNTY to the new service provider and a mutually agreeable transition budget. The transition plan will be developed by the CITY Manager and the SHERIFF or his designee ("**COUNTY Primary Representative**") and will be ready for implementation prior to the Termination Date. The transition plan will generally include reasonable costs agreed to by the Parties related to matters including, without limitation, COUNTY staff time (including training time), data, and materials utilized to assist the CITY with the transition. The COUNTY shall use its best efforts to mitigate its costs incurred in the transition. All costs associated with the transition plan to be paid by the CITY shall be approved in writing by the CITY Manager and shall be actual costs to or incurred by the COUNTY without administrative mark-up.

#### **SECTION 4. COMPENSATION AND BILLING PROCEDURE.**

4.1 Compensation. In consideration for the provision of the Services described in **Exhibit A**, including all support and other services outlined in this Agreement, the CITY agrees to pay the COUNTY the Total Annual Fees set forth in **Exhibit B** to this Agreement. The Parties agree that the Total Annual Fees identified in **Exhibit B** shall be re-negotiated each year in accordance with the provisions of Section 4.3.

#### 4.2 Billings.

4.2.1 Total Annual Fees shall be allocated and invoiced to the CITY equally over a twelve-month period for every calendar year this Agreement remains in effect, commencing in 2017. The COUNTY Primary Representative shall be authorized to provide the CITY Manager or CITY Finance Director with twelve (12) equal monthly invoices at the beginning on each calendar year for the Total Annual Fees pertaining to that specific calendar year. Any other amounts due to the COUNTY in accordance with this Agreement shall be billed and paid as and if incurred pursuant to the timeframes and billing procedures set forth in this Section 4.2.

4.2.2 The allocated Total Annual Fees will be billed by the COUNTY no later than the thirtieth (30th) day of the month. Payments by the CITY will be due within fifteen (15) days of receipt of the billing.

4.2.3 All COUNTY invoices shall be sent directly to the CITY Finance Director for review.

4.2.4 The CITY Manager or CITY Finance Director shall contact the COUNTY Primary Representative or the COUNTY Finance Director should there be any discrepancies in

the invoice or invoices submitted. The CITY may dispute any invoiced amount and may request additional information from the COUNTY substantiating any and all invoiced amounts before accepting the invoice. When additional information is requested by the CITY, the CITY shall advise the COUNTY in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. If the CITY disputes an item or invoice and additional information is requested, the CITY shall pay the invoiced amount within thirty (30) days of acceptance of the item or invoice by the CITY following receipt of the information requested and resolution of the dispute. Undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with Section 4.2.2 above.

#### 4.3 Future Billing Rates.

4.3.1 Development of Annual Budget and Exhibit B. The Total Annual Fees for Services outlined on **Exhibit B** are for anticipated costs for Services in calendar year 2017. In 2017 and other years that this Agreement remains in effect, both Parties shall budget and appropriate funds toward acquiring and replacing vehicles, equipment, and other capital needs related to the Services. Any amounts budgeted by the CITY shall be included in a special line-item to be created and named "Public Safety Capital Equipment Replacement" and the same shall be included in the City's annual budget in the Capital Improvement Fund. For 2018 and other years that this Agreement remains in effect, the CITY Manager and COUNTY Primary Representative shall jointly develop a budget, including discretionary budget additions and changes to Services or Service levels, if any. Final adoption of the budget (and corresponding **Exhibit B**) as outlined in this Section shall be effected by official action of approval by the CITY and the COUNTY as contemplated in Section 2 of this Agreement, and **Exhibit B** shall then be replaced and superseded. Throughout the budget preparation, presentation and adoption process, the COUNTY shall allow the CITY Manager and other CITY representatives to participate in COUNTY processes for determining the cost of providing Services, and the CITY shall allow the COUNTY Primary Representative and other COUNTY representatives to participate in the CITY'S determination of available funding and Service needs associated with the Incorporated Area. The schedule for development of the annual budget (and resulting **Exhibit B**) shall be:

- (a) No later than August 1 of each year, the COUNTY Primary Representative and CITY Manager shall meet to discuss current budget and Services, preliminary proposed revisions to Services and Service levels, if any, and preliminary budget impacts, with a written proposal related to these Services and Service levels (a proposed **Exhibit B** for the ensuing year) to be prepared by the COUNTY Primary Representative in advance of the meeting.
- (b) Based on such discussions, the COUNTY Primary Representative will provide a preliminary budget to the CITY Manager no later than September 15 of each year.
- (c) In order to allow the Parties to adopt annual budgets by December 15 of each year, a final annual budget for the ensuing year shall be agreed to no later than November 15 of the year by the CITY Council and the COUNTY Board of County Commissioners as contemplated by Section 2 of this Agreement above and in accordance with the considerations and obligations set forth in Sections 4.3.2 and 4.3.3 of this Agreement.

In 2017 and in future years, the CITY shall retain the authority to appropriate funds in excess of the Total Annual Fees set forth in **Exhibit B** for law enforcement and public safety purposes (the "CITY Discretionary Funds"). The CITY Discretionary Funds may be utilized to match COUNTY funds for special equipment purchases or other purposes, to cover costs associated with special events not otherwise included in the Total Annual Fees, or to cover other unforeseen costs of providing the Services under this Agreement. The CITY Manager shall have authority to direct the use of the CITY Discretionary Funds to fulfill the main purposes of this Agreement, including improving the overall safety and welfare of the community, without the need to amend this Agreement.

**4.3.2 Future Annual Budgetary Amounts.** The Parties acknowledge that changes in Services or Service levels or changes in costs to the COUNTY of providing the same Services or Service levels may affect future amounts of Total Annual Fees to be paid by the CITY hereunder (either by increasing or decreasing in correspondence with the changes in costs, Services or Service levels). The Parties acknowledge that the CITY and the COUNTY, as governmental entities, must operate within budgetary limitations that require both entities to reasonably fund the Services contemplated hereunder while being at all times conscious of costs and of the responsibility to maintain the level and quality of the Services as contemplated by this Agreement. The expectation of the Parties is that the costs to the CITY for each personnel position or for each item of budgeted equipment will be the same as the cost paid by the COUNTY per position or item. Any increase in the Total Annual Fees as adopted on **Exhibit B** for any year of Services hereunder over prior year budgeted Total Annual Fees shall be at all times limited to a percentage no greater than the percentage increase over previous year budget amounts that the COUNTY will approve for its own COUNTY budget for GCSO services to be provided to the COUNTY. This COUNTY percentage increase limit shall not be applicable to any new costs that are required because federal or state law imposes a law enforcement or public safety obligation on municipalities not otherwise imposed on counties.

**4.3.3 Negotiation of Annual Budgetary Amounts.** The Parties understand that preliminary budget estimates for the ensuing year from the COUNTY are subject to change prior to November 15<sup>th</sup> of each year. The preliminary budget (and corresponding preliminary **Exhibit B** outlining Total Annual Fees) shall be developed with full consideration of the CITY's available funding and Service needs, and the COUNTY's cost of providing Services. Upon receipt of the initial draft preliminary budget (which, in accordance with Section 4.3.1(b), is due to the CITY by the COUNTY by September 15th of each year), the CITY Manager, COUNTY Primary Representatives, and the Finance Directors of the Parties will meet and attempt to negotiate any necessary revisions to Services or Service levels to accomplish decreases in Total Annual Fees requested by the CITY. If the above named representatives of the Parties are unable to agree by November 1 to revisions in Services or Service levels necessary in order to bring the budget figures within the targeted amount, the CITY shall pay the COUNTY whatever the COUNTY'S costs are for the provision of Services for the following calendar year, subject only to the limitation set forth in Section 4.3.2, and with the level of Services remaining the same as the previous year.

**4.3.4 Corrections to Budget.** When the payment due hereunder for any budgeted item is based on an allocation of costs methodology and the allocation of costs methodology



is determined to be incorrect, the amount paid by the CITY shall be adjusted accordingly for any year subject to the review and mutual consent of the Parties, which consent shall not be unreasonably withheld or denied.

4.3.5 Changes in Incorporated Area. The Parties agree that annexation of additional areas or disconnection may result in a change in the size of the Incorporated Area for Services, and perhaps unique Service needs, and may require the Parties to agree in writing to an adjustment, if any, in the costs of the Services. The COUNTY and CITY will work together to determine in advance and memorialize in writing additional or decreased costs that may be incurred due to any annexation or disconnection. This Agreement does not provide any consent by Gilpin County for any annexations or disconnections. Annexations by Central City are subject to the September 26, 1999 Intergovernmental Agreement between Gilpin County, Central City and Black Hawk and are also otherwise subject to Gilpin County's right to object to annexations and disconnections pursuant to Colorado law.

4.3.6 Equipment, Goods and Services to be Provided by the CITY. The CITY shall provide a substation, in CITY Hall at 141 Nevada Street (or other location as may be approved in the future by the Parties) for use by GCSO deputies. The GCSO shall deliver the Services from CITY Hall and shall utilize CITY Hall as its base of operations for the Services to be provided to the CITY under this Agreement. In addition, the CITY agrees to provide, or take steps to arrange for, the provision or transfer of the following equipment, goods, and services to the GCSO, to enable and assist the GCSO with the provision of the Services hereunder:

- (a) Office furniture, telephones, utilities, general maintenance and upkeep, and janitorial service;
- (b) Installation of phone lines or other communications/telecommunications infrastructure adequate for access to the GCSO computer network, and payment of monthly costs associated with the same; and
- (c) The CITY currently owns the five (5) CITY vehicles identified in **Exhibit C** (the "**CCPD Vehicles**"). **Exhibit C** shall include the vehicle identification number (VIN) for each of the CCPD Vehicles. Title to the CCPD Vehicles shall be transferred to the COUNTY within ninety (90) days of the Services Commencement Date. The CCPD Vehicles will be utilized by the GCSO to provide the Services, and shall generally remain within the boundaries of the City, except as necessary to provide law enforcement services to the unincorporated portions of Gilpin County. In 2017 and in each calendar year that this Agreement remains in effect, the CITY shall, in accordance with Section 4.3.1 above, include reference to the Public Safety Capital Equipment Replacement line-item in the CITY's Capital Improvement Fund portion of its annual budget. Subject to Section 8 of this Agreement, the CITY commits to appropriating a minimum of fifteen thousand dollars (\$15,000.00) annually into the Public Safety Capital Equipment Replacement line-item. The GCSO shall replace the CCPD Vehicles on an as-needed basis, in accordance with GCSO's standard vehicle replacement policies, and shall request disbursement of funds from the CITY's Public Safety Capital Equipment Replacement line-item on an as-needed basis. Absent extraordinary circumstances, the Parties agree that no more than one (1) CCPD Vehicle shall be replaced during each calendar year.

The Parties agree that some or all of the CCPD Vehicles may be traded in on new or replacement CCPD Vehicles, and the Parties agree to update and supplement **Exhibit C** on an as-needed basis to ensure that a current list of the CCPD Vehicles is maintained. If the Parties terminate this Agreement, title and ownership of the then-current CCPD Vehicles shall be transferred to the CITY as part of the transition plan required by Section 3.3 above.

- (d) The CITY currently owns certain police equipment, weapons and ammunition (the "**CCPD Equipment**"). Ownership of some or all of the CCPD Equipment may be transferred to the COUNTY within thirty (30) days of the Services Commencement Date, if requested in writing by the COUNTY Primary Representative. If the COUNTY Primary Representative requests transfer of specific CCPD Equipment, the COUNTY Primary Representative and the CITY Manager shall agree on a price, and the transfer shall be documented via bill of sale. The Parties acknowledge and agree that the majority of the CCPD Equipment will not be utilized by the GCSO, as the GCSO utilizes different weapons and ammunition, and that the CITY will retain the right to sell or dispose of any CCPD Equipment not transferred to the GCSO in accordance with this Section 4.3.6(d).

**4.3.7 Damage to CCPD Vehicles or CCPD Equipment.** At any time prior to the date(s) on which the CCPD Vehicles and CCPD Equipment have been transferred to the COUNTY by operation of Sections 4.3.6(c) and (d) above, the COUNTY shall promptly provide notice to the CITY of damage or casualty to any CCPD Vehicles or CCPD Equipment, whether or not caused by the COUNTY, its GCSO deputies, employees and agents, of which the GCSO or COUNTY may become aware while providing Services under this Agreement, and all related claims against the CITY's insurers or third parties shall be coordinated and handled through the CITY Manager and the CITY's appropriate risk manager(s).

## **SECTION 5. COUNTY RESPONSIBILITIES.**

**5.1 COUNTY to Provide Services.** The COUNTY, through the GCSO, will provide the Services within the Incorporated Area. The description and level of the Services shown on **Exhibit A** may be modified, increased or decreased only by written agreement of the COUNTY and CITY, except that the Services or levels of Service shall not be decreased if such action shall result in the GCSO being unable to (a) adequately protect the public safety or the safety of any law enforcement or public safety personnel, or (b) meet minimum requirements imposed by federal, state or local law for law enforcement or public safety. During the course of any calendar year for which **Exhibit B** was finalized in the preceding year, any increase or decrease in Services or the level of Services will result in a corresponding increase or decrease in the cost to the CITY, and the Parties must agree in writing to any such amendment to the costs, Services or Service levels associated with any such change prior to such modification. Nothing in this Section shall be construed to require the CITY to pay any amounts in excess of Total Annual Fees without its prior written agreement.

**5.1.1** All GCSO deputies assigned to the CITY shall be responsible for call response and routine patrol inside the CITY during their scheduled work hours. Deputies assigned to the CITY may respond to other adjacent jurisdictions, including unincorporated portions of the COUNTY, on an as-needed basis, as determined by the SHERIFF.



5.1.2 Selection of the GCSO deputies to be assigned to the CITY under this Agreement will be made by the SHERIFF, with the ongoing consent of the CITY Manager, which consent shall not be unreasonably withheld.

5.1.3 In order to eliminate unnecessary duplication of law enforcement and public safety services, the SHERIFF and the CITY Manager agree that, at the discretion of the SHERIFF, GCSO equipment and personnel assigned to the CITY may be used to aid the GCSO beyond the limits of the Incorporated Area, and additional GCSO personnel and equipment assigned to the unincorporated areas of the COUNTY may be used within the Incorporated Area.

5.1.4 In addition to the regular reporting required by this Agreement, the COUNTY shall respond in a timely manner to occasional reasonable requests from the CITY Manager for additional data or information on the Services performed, invoices received, facts surrounding a particular matter or overall statistical data. Reasonable requests will not be billed by Gilpin County but Gilpin County has sole discretion on determining what is reasonable. If a request is determined to be unreasonable such determination shall be communicated to the CITY. If the CITY proceeds with the request, it shall be billed by the COUNTY and paid by the CITY at the hourly rate of the employee(s) assigned to fulfill such request. At the CITY Manager's request, the COUNTY shall provide an estimate of such costs in advance to the CITY Manager.

5.2 Services Delivery Standards. Delivery of Services shall at all times be consistent with the COUNTY's and the SHERIFF's adopted policies and service standards and with the provision of law enforcement and public safety services to the unincorporated areas of the COUNTY, unless otherwise provided herein. In performing the Services, the COUNTY shall use that degree of care and skill ordinarily exercised under similar circumstances by members of the same profession in the State of Colorado. Periodically, the COUNTY or the SHERIFF may modify GCSO policies and service standards, so long as the modifications do not decrease the level or standards of Service without written consent of the CITY Manager.

5.3 COUNTY to Process Certain Citizen Inquiries. The COUNTY shall address all citizen inquiries in a timely and responsive manner.

5.4 COUNTY to Furnish Personnel and Equipment. The COUNTY shall furnish all personnel, facilities, equipment and such resources, materials, overhead, administrative and other support deemed by the COUNTY as necessary to provide the Services herein described. The COUNTY shall also provide fleet management, risk management, legal, information management, finance, human resources, and community relations services so as to allow the COUNTY to provide the Services to be provided to the CITY under this Agreement in a professional and workmanlike manner and in compliance with all local, state and federal laws.

5.5 Identification of Equipment. The COUNTY shall identify vehicles, equipment and uniforms of personnel that regularly provide Services within the CITY under this Agreement with the insignia of the CITY, in a design and format as reasonably agreed to by the COUNTY Primary Representative and the CITY Manager. For uniforms, references to the CITY attached by service tab to the employee's name badge shall be deemed acceptable. The employees of the COUNTY performing Services hereunder shall distribute business cards referencing the employee's name (which may be handwritten) and stating "Serving the City of Central." Additional costs associated with use of the CITY logo shall be paid for by the CITY. The

COUNTY may also identify such vehicles, equipment and personnel with the COUNTY's standard insignia.

5.6 Written Releases. On all program and other written materials developed as part of the performance of Services hereunder and related programs, the COUNTY shall utilize CITY letterhead or logo, as appropriate, in a design and format as reasonably agreed to by the CITY Manager and the COUNTY Primary Representative. Additional costs, if any, associated with use of the CITY letterhead or logo shall be paid for by the CITY.

5.7 Fee Collection. Any fees and amounts which are due to the CITY's law enforcement provider under C.R.S. § 42-4-1409(9), as amended, if collected by the COUNTY or GCSO, shall either be remitted to the CITY or credited against the payments due from the CITY, as determined appropriate by the accountants and auditors of the Parties.

5.8 Credits. In the event that the COUNTY or the GCSO receives grants or other rebates, incentives, restitution, insurance proceeds or other funds from any source, which funds are used to pay for the provision of Services or any other costs for which the CITY is otherwise directly obligated to pay hereunder, the COUNTY shall disclose receipt of such funds to the CITY Manager and CITY Finance Director and, unless restricted by law or the terms of the grant or other funding source, shall credit the CITY with such amount against any payments due to the COUNTY hereunder.

5.9 New or Amended Ordinances. The CITY may adopt or amend, from time to time, in its sole discretion, such ordinances, regulations, codes or other restrictions of a general law enforcement nature, which shall be enforced by the COUNTY. Prior to the CITY passing a new ordinance or amending an existing ordinance to be enforced by the COUNTY, the CITY and the COUNTY shall consult on the impact and additional costs, if any, for such enforcement. The expectation of the Parties is that the CITY will not incur any cost increase from the adoption of any new ordinance or amendment of any existing ordinance that creates or governs an offense which is already enforced by the GCSO under any local, state or federal law or regulation. It is expected that the City will incur additional costs from the adoption of a new ordinance or amendment of an existing ordinance if additional training, equipment or other direct costs must be incurred by the GCSO in order to enforce such law.

5.10 County to Consider Hiring Sworn City Personnel. The COUNTY and GCSO acknowledge that the CITY will no longer employ sworn CCPD law enforcement personnel as of the Services Commencement Date of this Agreement. The Parties agree that if the GCSO has vacant positions for sworn law enforcement personnel for eighteen (18) months from the date of execution of this Agreement, the GCSO will notify the CITY of such vacancies. The CITY will make reasonable efforts to notify its current and former sworn law enforcement personnel of such vacancies. Former CITY sworn law enforcement personnel whose employment with the CITY terminated solely as a result of the transfer of law enforcement services to the GCSO may apply for vacant positions with the GCSO in accordance with the GCSO's standard recruiting, evaluation, and hiring processes, and shall note their prior employment with the CITY on their application. If the GCSO determines that such a former CITY sworn law enforcement agent otherwise ranks among the "best qualified" candidates for the vacant position, and provided that such agent is or was in good standing and had no pending disciplinary matters upon termination of his or her employment with the CITY, the GCSO shall consider such agent's prior service with the CITY as an additional qualification for the vacant position for eighteen (18) months from the date of execution of this Agreement. Notwithstanding this consideration, the GCSO shall reserve and retain ultimate and final discretion in all hiring decisions.

## **SECTION 6. CITY DELEGATION OF RESPONSIBILITY.**

The CITY hereby confers the authority on the COUNTY to perform the Services described in **Exhibit A** of this Agreement, within the Incorporated Area. The CITY confers municipal police authority on such COUNTY deputies as might be engaged hereunder in enforcing CITY ordinances within the Incorporated Area for the purposes of carrying out this Agreement. Authority to perform additional services may be granted to the COUNTY and added to this Agreement by written amendment or memorandum of understanding signed by the Parties.

## **SECTION 7. OWNERSHIP OF DOCUMENTS AND WORK PRODUCT.**

All criminal and internal affairs investigation and other personnel records produced as part of the provision of Services hereunder and any other records required by law to be in the ownership of the SHERIFF shall be owned by the SHERIFF. All GCSO administrative or operational reports and compilations of data otherwise related to the provision of Services hereunder shall be owned by the CITY. If a transition plan should be implemented at any time in accordance with this Agreement, all records, documents and electronic data owned by the CITY related to the provision of Services hereunder shall be made available to the CITY at no cost to the CITY until the date that the transition takes effect. After such date, copies of all such records, documents and electronic data shall be made available to the CITY at the actual cost (including staff time) incurred by the COUNTY in preparing, gathering and copying such records. At all times, the SHERIFF shall treat any CITY law enforcement agency as may come into existence in a like manner as the SHERIFF would treat any other similar law enforcement agency concerning the sharing of criminal records.

## **SECTION 8. ANNUAL APPROPRIATION.**

The Parties understand and acknowledge that each of the CITY and COUNTY is subject to Article X, § 20 of the Colorado Constitution ("**TABOR**"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all obligations herein are expressly dependent and conditioned upon the continuing availability of funds beyond the term of each Party's current fiscal period ending upon the next succeeding December 31. Obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of each of the Parties and other applicable law. Notwithstanding any other provision to the contrary, continuation of this Agreement beyond December 31, 2017, is dependent upon the CITY and the COUNTY appropriating sufficient funds for payment of fees due under this Agreement or necessary to perform the Services for such subsequent fiscal year. Nothing in this Agreement prevents the CITY or the COUNTY from exercising discretion to decline to appropriate funds necessary for performance of this Agreement and discontinue services for which funds have not been appropriated. This Agreement does not require the CITY or the COUNTY to borrow funds, extend credit or services, or make payments or provide services for which funds are not annually appropriated.

## **SECTION 9. NO THIRD-PARTY BENEFICIARIES.**

The COUNTY does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this Agreement to assume any contractual obligation to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiaries to this Agreement.

## **SECTION 10. INSURANCE.**

To protect against certain liabilities that may arise while providing and receiving Services under this Agreement, and in part to assure that the Parties are capable of fulfilling the indemnification obligations specified herein, the Parties shall maintain the following insurance coverages.

**10.1 Required Policies.** Each of the CITY and the COUNTY shall procure and maintain the following insurance coverage, with insurers with an A- or better rating as determined by Best Key Rating Guide and Class VII or better financial size category, at their own expense. The CITY and COUNTY agree that the CITY'S participation in a public entity self-insurance pool shall satisfy this requirement.

10.1.1 Commercial General Liability insurance with minimum combined single limit of \$2,000,000 (two million dollars) each occurrence and \$2,000,000 (two million dollars) aggregate, covering all operations by or on behalf of each entity against claims for bodily injury, including death, personal injury, and property damage liability. The policy shall include products and completed operations liability, and blanket contractual liability coverage. The COUNTY's policies shall include law enforcement coverage.

10.1.2 Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,500,000 (one million five hundred thousand dollars) each occurrence for vehicles owned by each respective Party. The COUNTY shall insure vehicles owned by the COUNTY; the CITY shall insure the CCPD Vehicles identified in **Exhibit C** until such time as the ownership of the CCPD Vehicles has transferred to the COUNTY. Vehicles used in the provision of Services under this Agreement shall remain in the ownership of the COUNTY.

10.1.3 Public Officials' Liability Insurance to cover claims arising out of the discharge of public duties with minimum limits of \$2,000,000 (two million dollars) per occurrence and aggregate.

10.1.4 The COUNTY shall make provisions for workers' compensation insurance, social security employment insurance and unemployment compensation for its employees performing Services under this Agreement as required by any law of the State of Colorado or the federal government and shall upon written request provide written evidence of such coverage(s) to the CITY. Each of the CITY and the COUNTY is responsible for the required and necessary workers' compensation coverage on their respective employees.

**10.2 Claims Made Policies.** If coverage is provided for Commercial General Liability, Commercial Automobile Liability or Public Officials' Liability Insurance on a "Claims Made" policy, each of the CITY and the COUNTY agrees to maintain "tail" coverage for such policy for a two-year period following the expiration of this Agreement, subject to availability under and terms and conditions of existing policies and subject to annual appropriation under Section 8.



All "Claims Made" policies shall include a retroactive date of January 1, 2017 or earlier, subject to availability under and terms and conditions of existing policies.

10.3 Additional Insureds. All policies referenced in this Section shall be primary insurance with respect to the actions of the insured Party. Each Party is solely responsible for any deductible losses under any policy required. Except for Workers' Compensation, each Party's policies shall include the other Party as an additional insured for damage or injury arising out of the premises or operations of the Party that is the named insured under the Policy. The named insured's policy shall provide primary insurance for the additionally insured Party to the extent and in the manner provided in the applicable policy.

10.4 Certificates. Each Party shall provide the other with Certificates of Insurance for the coverages required under this Section at least thirty (30) days prior to the beginning of the term of this Agreement, and written notice at least thirty (30) days prior to any expiration of coverage. The Certificates of Insurance will confirm that the carrier(s) will provide the Certificate holder with a minimum of thirty (30) days advance written notice prior to the effective date of any cancellation, non-renewal or any other material change.

10.5 Governmental Immunity. Nothing in this Agreement is interpreted to waive the monetary limitations or any other rights, immunities, or protections ("**Protections**") provided by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as amended from time to time ("**CGIA**") or otherwise available to the Parties for federal claims. Any claims received by either Party shall be promptly forwarded to the other Party. If either the CITY or the COUNTY waives the Protections of the CGIA, or any protections available for defense of federal law claims, such waiver shall not without written consent extend to the Protections afforded the other; to the extent that such waiver does result in a waiver of the Protections afforded the non-waiving Party, the waiving Party shall indemnify and hold harmless the non-waiving Party but only if and to the extent allowed by law.

## **SECTION 11. ASSIGNMENT.**

Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without prior written consent of the other Party.

## **SECTION 12. NOTICE.**

Formal notice or communication to be given by COUNTY or SHERIFF to CITY under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

CITY OF CENTRAL  
141 Nevada Street  
P.O. Box 249  
Central City, CO 80427  
Attention: City Manager

with a copy to be mailed to both the CITY Attorney and the Mayor at the same address

Formal notice or communication to be given by CITY to COUNTY or SHERIFF under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

GILPIN COUNTY  
203 Eureka Street  
P.O. Box 366  
Central City, CO 80427  
Attn: County Attorney

GILPIN COUNTY GCSO  
2960 Dory Hill Rd, Suite 300  
Black Hawk, CO 80422  
Attention: Sheriff

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY giving notice thereof to the other as herein provided.

### **SECTION 13. COUNTY AS INDEPENDENT CONTRACTOR.**

13.1 Independent Contractor. COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer or employee between CITY and COUNTY or any of the COUNTY'S agents or employees. To the extent this Agreement creates a principal-agent relationship between the SHERIFF and the CITY, such relationship confers on the SHERIFF and employees of the GCSO authority to act on the CITY's behalf only as to matters covered by this Agreement. The COUNTY shall retain all authority for rendition of Services, standards of performance, control of personnel, including discipline, and other matters incident to the performance of Services by the COUNTY, and within the limitations of the CITY's budget and direction, pursuant to this Agreement. Nothing in this Agreement shall make any employee of the CITY a COUNTY employee or any employee of the COUNTY a CITY employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation or any other rights or privileges accorded the COUNTY or CITY employees by virtue of their employment.

COUNTY ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS UNLESS COUNTY OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS.

13.2 Agreement Not to Sue. In addition to, and without limitation upon, its agreements under Section 13.1 above, the CITY agrees not to sue as a breach of this Agreement, and otherwise not to seek legal or equitable relief against the SHERIFF, GCSO, or the COUNTY, or any of their respective elected or appointed officials, employees or agents, on account of any alleged failure of the SHERIFF adequately to exercise discretion in determining law enforcement response and priorities related to the provision of Services under this Agreement. This Section 13.2 shall not preclude the Parties from pursuing any other remedies that may be available to them in the event of any other breach or alleged breach of this Agreement.

### **SECTION 14. PUBLIC RECORDS.**

All records of the COUNTY or GCSO, including public records as defined in the Colorado Open Records Act ("CORA") and records produced or maintained in accordance with this Agreement, are to be retained and stored at the COUNTY offices and opened for public inspection in

accordance with COUNTY policies. CORA public records requests for such records shall be processed by the COUNTY. For purposes of CORA, the GCSO is the custodian of all records produced or created as a result of this Agreement.

#### **SECTION 15. AUDITS AND INSPECTIONS.**

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or CITY, or the designee of either during the term of this Agreement and three (3) years after the Termination Date. The cost of any audit or review shall be borne by the requesting Party. In addition, at the CITY's cost, the CITY shall have the right to conduct, either itself or through a designee, an audit of the Services provided to the CITY and associated costs. The Parties shall make available for inspection and review by the auditor selected by the requesting Party all information relevant to the matter under audit. Any such inspections or audits shall be conducted during normal business hours or at reasonable times and, when possible, with prior notification to the Party being audited or inspected.

#### **SECTION 16. WAIVER.**

No waiver by the CITY, COUNTY, GCSO or SHERIFF of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

#### **SECTION 17. ENTIRE AGREEMENT.**

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreement, including but not limited to the MOU, shall be effective for any purpose on and after the Services Commencement Date of this Agreement.

#### **SECTION 18. SURVIVAL UPON TERMINATION.**

Any obligations which are required to be fulfilled even after termination of the Agreement shall survive termination of this Agreement, subject to annual appropriation under Section 8.

#### **SECTION 19. AMENDMENT.**

Provisions of this Agreement may be amended with the mutual consent of the Parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both the CITY and the COUNTY.

#### **SECTION 20. GOVERNING LAW, VENUE AND ENFORCEMENT.**

This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Gilpin County, Colorado. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting Party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

## SECTION 21. CAPTIONS.

The captions of the sections and paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

## SECTION 22. FILING.

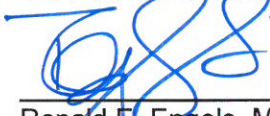
Following its execution by the Parties, copies of this Agreement, together with the resolutions of the COUNTY Board of County Commissioners and the CITY Council approving this Agreement shall be filed with the with the CITY Clerk and the COUNTY Clerk and Recorder.

## SECTION 23. SEVERABILITY.


If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Intergovernmental Agreement to be executed on the dates written below.

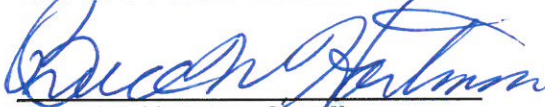
**CITY OF CENTRAL**

  
\_\_\_\_\_  
Ronald E. Engels, Mayor  
October 05, 2016


**GILPIN COUNTY, COLORADO**

  
\_\_\_\_\_  
Linda Isenhardt, Chair,  
Board of County Commissioners  
October 05, 2016

**GILPIN COUNTY SHERIFF'S OFFICE**

  
\_\_\_\_\_  
Bruce W. Hartman, Sheriff  
5 Oct, 2016

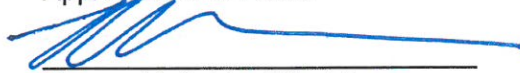
ATTEST:

  
\_\_\_\_\_  
Reba Bechtel, City Clerk

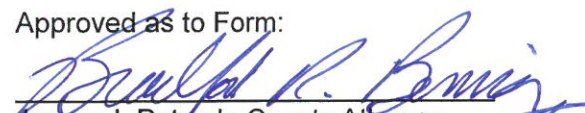
ATTEST:

  
\_\_\_\_\_  
Sharon E. Cate, Deputy County Clerk

Approved as to Form:

  
\_\_\_\_\_  
Marcus McAskin, City Attorney  
10/5/16

Approved as to Form:

  
\_\_\_\_\_  
James J. Petrock, County Attorney  
Bradford R. Benning



**EXHIBIT A**  
**DESCRIPTION OF LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

A. The GCSO shall provide the following law enforcement and public safety services ("**Services**") to the Incorporated Area of the CITY:

1. Proactive patrol to prevent and deter criminal activity, including regular proactive patrols located within the casinos located within the Incorporated Area.
2. Reactive patrol to enforce federal and state law and City-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service. The GCSO, as directed by the COUNTY Primary Representative, shall determine on a case by case basis whether violations are to be cited into Gilpin County Court, Gilpin County District Court, or the CITY'S municipal court. The GCSO shall track revenue from all charges cited into Gilpin County Court and Gilpin County District Court and shall report the same to the CITY Manager on no less than an annual basis.
3. Traffic patrol to enforce applicable traffic codes, including, but not limited to, ordinances related to vehicular safety, weight, traffic or movement and vehicular registration.
4. Investigation of crimes by GCSO deputies (or investigators) investigating such crimes as major crimes, drug offenses, fraud and such reports as missing persons, vice, and major accidents, with such deputies (or investigators) to be supported by crime scene analysis, crime laboratory, polygraph, identification, and evidence control.
5. Special operations services such as canine patrol, hostage negotiations, SWAT, and bomb disposal.
6. Communications services, including call receiving, dispatch, and reports.
7. Community service and community crime prevention deputies.
8. Attendance and testimony in courts of appropriate jurisdiction and consultation with prosecuting attorneys.
9. Command and support staff.
10. Administrative services including planning and statistics, subpoena control, training, weapons permits, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and other services provided by other COUNTY agencies in support of the GCSO.
11. Legal fees billed by the COUNTY Attorney to the COUNTY related to legal advisor services to the GCSO or the COUNTY that are directly related to this Agreement and would not be billed by the COUNTY Attorney to the COUNTY or incurred by the COUNTY but for the existence of this Agreement. The CITY will be financially responsible for compensating the COUNTY for the qualifying legal fees of the COUNTY Attorney at the hourly rate set forth in **Exhibit B** for each year the Services are provided to the CITY, commencing in 2017. Legal fees to be paid by the CITY under this paragraph shall be billed and

paid by the CITY by separate invoice prepared by the COUNTY or COUNTY Attorney and directed to the CITY.

12. Emergency management/disaster services as deemed necessary protect public health, safety or property, including law enforcement and public safety services that are necessary in an emergency or disaster. Emergency management/disaster services may be necessitated by conditions including, but not limited to, unusual weather conditions such as excessive snow and ice, thunderstorms and floods, and acts of terrorism and large-scale civil disobedience. Whenever possible, the CITY Manager or his/her designee shall be contacted directly and immediately in the event of a declared or other emergency. Should the SHERIFF, acting for the COUNTY, undertake emergency management/disaster services he or she deems necessary without prior consultation of the CITY Manager, the CITY Manager will be informed within twenty-four (24) hours of the performance of the emergency management/disaster services. The City Manager and COUNTY Primary Representative will work together to determine if an adjustment and prioritization of planned work activities can cover the emergency/disaster situation. Status reports are to be provided separately and as regularly as needed during and after the emergency situation.
13. Liquor code compliance and enforcement and law enforcement liaison to liquor licensing authority.
14. Retail and medical marijuana code compliance and enforcement and law enforcement liaison to CITY's licensing authority.

B. The COUNTY shall NOT be required to provide enforcement of general land use, nuisance or zoning provisions, but will issue citations related to violations of such provisions upon request of the City Manager or the Community Development Director. The municipal ordinances for which the COUNTY SHALL provide services under this Agreement include:

1. The general penalty provisions of the Municipal Code,
2. All ordinances codified in Chapter 8 (Vehicles and Traffic) of the City of City of Central Municipal Code,
3. All ordinances codified in Chapter 10 (General Offenses) of the City of Central Municipal Code,
4. Police back-up for animal control and code enforcement in the event of a dangerous or potentially dangerous situation or encounter.
5. Information on the registration of motor vehicles or criminal histories at the request of the CITY management or code enforcement, provided that such information is necessary for the enforcement of the municipal ordinances listed in this Section 12.B.
6. Service of municipal summons, complaints and penalty assessments.
7. Seizure of property related to CITY tax matters at the direction of CITY management.
8. All ordinances codified in Chapter 6 (Business Licenses and Regulations) of the City of Central Municipal Code, including Article VII (Medical Marijuana Licenses) and Article IX (Retail Marijuana Store Licenses).

C. The COUNTY shall provide all resources, training, personnel, material and equipment necessary to satisfactorily render the Services described herein in accordance with the terms and conditions of the Agreement.

D. In addition, the Services provided by the GCSO to the CITY shall include the following:

1. One full-time deputy, of the rank of Captain or higher ("**Supervisor**"), to be responsible for the supervision of the Services provided under this Agreement. The Supervisor appointed by the SHERIFF shall be subject to the approval and ongoing consent of the CITY Manager, which consent shall not be unreasonably withheld. It is the intent of the Parties that consistency, continuity, and experience of service to the CITY are important elements of the position of Supervisor.
2. Services will be provided 24 hours a day, seven days a week. The SHERIFF will also ensure there is a detective assigned to investigate police reports that originate within the Incorporated Area.
3. The GCSO will provide equipment, training, uniforms, vehicles, and supplies for all deputies assigned to provide Services to the CITY under the Agreement, on the same basis as the GCSO provides such equipment, training, uniforms, vehicles, and supplies to deputies providing law enforcement and public safety services to the unincorporated portions of the COUNTY, subject to the applicable provisions of Section 5 of this Agreement.
4. The GCSO will provide extra-duty deputies, as availability allows, to patrol the CITY for special events occurring within the Incorporated Area as requested by the CITY Manager. The CITY will be financially responsible for compensating the COUNTY for the hours worked by these officers at the contractual extra duty rate charged by the GCSO. The contractual extra duty rate shall clearly be set forth in **Exhibit B** for each year the Services are provided to the CITY, commencing in 2017. Special events shall be billed and paid by the CITY by separate invoice to the County. Nothing herein shall prevent the GCSO from obtaining reimbursement for the contractual extra duty rate charged by the GCSO from special event organizer(s) or other third parties.
5. The GCSO will maintain in the GCSO's records system in accordance with the GCSO's applicable records retention policies, including all records relating to criminal complaints, arrests, and other official law enforcement actions related to the Services provided by the GCSO under this Agreement. During and after termination of this Agreement, the CITY shall have continued access to the GCSO's records for all information pertaining to any entry made by the GCSO on behalf of the CITY under this Agreement, which access shall be granted at no charge and for legitimate CITY law enforcement purposes.
6. The Supervisor shall provide written reports to the CITY Manager of police activity in the Incorporated Area on a monthly basis or within a reasonable time period following a written request for supplemental reporting as may be requested by the CITY Manager from time to time. The Supervisor shall also provide written and/or oral reports to the CITY Council at the CITY Council's regularly scheduled meetings on no less than a monthly basis, or on such schedule as may be determined by the CITY Manager.

**EXHIBIT B**  
**SCHEDULE OF COSTS (2017)**

(The spreadsheet that constitutes this Exhibit follows and this exhibit to be replaced annually for each year the Agreement is in effect)

Annual Operating Expenses (FY 2017)				
Salaries & Benefits	Rate	Hours	Units	Salary Amount
1. Sergeant	\$31.96	40	52	\$66,477
2. Deputy / Investigator	\$25.58	40	52	\$53,206
3. Deputy	\$25.58	40	52	\$53,206
4. Deputy	\$25.58	40	52	\$53,206
5. Deputy	\$25.58	40	52	\$53,206
6. Deputy	\$25.58	40	52	\$53,206
Holiday Pay (12 regular)	\$159.86	8	12	\$15,347
<b>Total Wages</b>				<b>\$347,855</b>
County Average for Benefits (42%)				1.42
<b>TOTAL Salaries &amp; Benefits</b>				<b>\$493,955</b>
<b>Other Costs</b>				
Uniforms	\$400.00	-	6	\$2,400
Ammunition & Taser Cartridges	\$600.00	-	6	\$3,600
Training	\$500.00	-	6	\$3,000
<b>TOTAL Other Costs</b>				<b>\$9,000</b>
<b>Vehicle Costs</b> (maintenance / insurance / fuel)	\$3,375.00	-	4	\$13,500
<b>ANNUAL TOTAL COSTS</b>				<b>\$516,455</b>

<b>City Rate for Special Services (special events, etc.)</b>	<b>\$40 per hour or portion of hour</b>
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<b>County Attorney Rate for Special Legal Services</b>	<b>\$155 per hour (to be billed in tenth of an hour increments)</b>
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**EXHIBIT C**  
**CCPD Vehicles**  
**(Include VIN# for each vehicle)**

Unit No.	Make	Model	Year	VIN No.
22	Chevrolet	Tahoe	2012	1GNSK2E01CR293602
24	Chevrolet	Tahoe	2012	1GNSK2E02CR293625
30	Chevrolet	Tahoe	2012	1GNSK2E08CR292107
27	Hummer	H3	2006	5GTDN136668267171
28	Hummer	H3	2006	5GTDN136X68264595