

CITY MANAGER'S OFFICE MEMORANDUM
#25-2023

DATE: July 10, 2023

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*
Jason Loveland, Interim Deputy City Manager *ALZ*

FROM: Jason Johnson, Municipal Court Supervisor

SUBJECT: CR-96 – 1st Amendment to Alternate Defense Counsel IGA

PURPOSE

To consider CR-96, a resolution an amendment to the Intergovernmental Agreement (IGA) with the State of Colorado Office of the Alternate Defense Counsel (OADC) for providing representation for indigent defendants in criminal and traffic cases.

BACKGROUND

In the Municipal Court, defendants who are indigent, in or out of custody, can qualify for court-appointed counsel through the OADC. If defendants qualify, they are afforded representation at no cost.

This IGA was approved by City Council on May 23, 2022 and expired on Dec. 31, 2022.

Before the IGA implementation in 2022, the Municipal Court had one law firm with two practicing lawyers representing indigent defendants in court. This firm had difficulties in managing the needs of the Municipal Court.

Since the OADC IGA has been implemented, the Municipal Court has expanded to a team of 10 lawyers who are responsive, professional, and adhering to the needs of the defendants in Municipal Court. The lawyers come from different firms, which provides more diversity in representation. The OADC has provided services to 62 defendants since May 2022. Lawyers can sign up for cases through an online system created by the Municipal Court, and files are sent to lawyers quicker than before through electronic communication. The process and program are efficient, effective, and valuable to the indigent defendants in Northglenn.

The Municipal Court is requesting the IGA be amended to include continued services until Dec. 31, 2023. If the program continues to be successful, staff anticipates requesting to extend this IGA in the future.

BUDGET/TIME IMPLICATIONS

The original contract amount was \$15,000, which was based on previous years' needs and expenses. From May 2022 through May 2023, according to the OADC, the Municipal Court has spent \$10,594.

If approved, the agreement will continue until Dec. 31, 2023, or the utilization of the maximum funds allowed.

STAFF RECOMMENDATION

Staff recommends approval of CR-96, a resolution that, if approved, would authorize the Mayor to execute the First Amendment to the State of Colorado Office of Alternate Defense Counsel Intergovernmental Agreement on behalf of the City.

STAFF REFERENCE

If Council Members have any questions, please contact:

- Jason Johnson, Court Supervisor, at jjohnson@northglenn.org or 303.450.8703
- Jason Loveland, Interim Deputy City Manager, at jloveland@northglenn.org or 303.450.8817

ATTACHMENT

1. State of Colorado Office of Alternate Defense Counsel IGA

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-93
Series of 2022


22-89
Series of 2022

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE STATE OF COLORADO OFFICE OF THE ALTERNATE DEFENSE COUNSEL REGARDING COURT-APPOINTED COUNSEL FOR INDIGENT PERSONS


BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between the City of Northglenn and the State of Colorado Office of the Alternate Defense Counsel, attached hereto as **Exhibit 1**, regarding court-appointed counsel for indigent persons is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this 23rd day of May, 2022.


MEREDITH LEIGHTY
Mayor

ATTEST:


LISA ANDREWS, CMC
Senior Deputy City Clerk

APPROVED AS TO FORM:


COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF NORTHGLENN,
COLORADO, AND THE OFFICE OF THE ALTERNATE DEFENSE COUNSEL**

THIS INTERGOVERNMENTAL AGREEMENT, effective as of the date set forth on the City's signature page ("Effective Date") (the "Agreement") is made by and between the CITY OF NORTHGLENN, COLORADO (the "City"), a home-rule city of the State of Colorado, and the STATE OF COLORADO OFFICE OF THE ALTERNATE DEFENSE COUNSEL ("OADC"), a body corporate duly organized and existing under the laws of the State of Colorado (together, the "Parties").

WITNESSETH:

WHEREAS, the City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX, of the Colorado Constitution and the Charter of the City;

WHEREAS, the Office of the Alternate Defense Counsel ("OADC") is an agency of the judicial department of the state government that has been duly created, organized, established and authorized to transact business and exercise its powers pursuant to Sections 21-2-101, *et seq.*, C.R.S., as amended;

WHEREAS, § 21-2-103(c), C.R.S. authorizes the OADC to provide representation to indigent persons charged with violations of municipal code violations for which there is a possible sentence of incarceration pursuant to a contract between a requesting municipality and the OADC, such as this Agreement;

WHEREAS, the City desires the OADC to provide representation to indigent persons charged with violations of municipal code for which there is a possible sentence of incarceration;

WHEREAS, the City hereby agrees to be financially responsible for services rendered and expenses incurred by contractors to defend persons charged with such municipal code violations pursuant to the terms of this Agreement as required by § 21-2-103(c), C.R.S.; and

WHEREAS, the OADC hereby agrees to provide such representation.

AGREEMENT

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. **COORDINATION AND LIAISON:** The OADC shall fully coordinate all services under the Agreement with the Northglenn Court Administrator (referred to herein as the "City Representative").

2. WORK TO BE PERFORMED:

A. Services: The OADC shall diligently and professionally provide representation to eligible indigent persons charged with violations of municipal code violations and traffic offenses for which there is a possible sentence of incarceration. The OADC shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Any professional services specified under this Agreement which requires the employment of or contracting with licensed or registered personnel shall be performed by licensed or registered personnel. All services provided hereunder are subject to any applicable requirements or limitations contained within the Colorado Rules of Professional Conduct and no provision of this contract shall be interpreted to waive any such requirement or limitation.

B. Conflict of Interest: OADC shall provide the services under this Agreement with the highest ethical standards. In the event that the proposed undertaking creates a conflict of interest or a potential for conflict of interest, as may be determined in the sole discretion of the City Representative, the City may terminate this Agreement immediately. The OADC shall notify the City Representative immediately upon becoming aware of any circumstances that create a conflict of interest or potential for conflict of interest. In the event that during the term of this agreement, circumstances arise to create a conflict of interest or a potential for conflict of interest, the City may terminate this Agreement immediately.

3. TERM: The term of the Agreement is from May 1, 2022, until December 31, 2022, or until the Maximum Contract Amount specified in sub-section 4.A below is expended and all of the services specified herein have been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement ("Term"). Subject to the City Representative's prior written authorization and with adequate funding, the OADC shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed.

4. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the OADC for the performance of the work shall in no event exceed the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.

B. Payments: The City shall compensate OADC for services in accordance with the scheduled rates as set forth in Chief Justice Directive 04-04 ("the Directive") as it may be amended or any successor document. The current version of the Directive is attached hereto and

incorporated herein as **Exhibit A**. The City shall pay at the commencement of the Term a retainer of three thousand six hundred dollars (\$3,600) to cover the estimated costs for the quarter. Thereafter, upon the earlier of the exhaustion of the retainer or the start of a new quarter, subject to the not to exceed amount, the City shall pay to OADC an amount sufficient to return the retainer to three thousand six hundred dollars (\$3,600). Monthly reports submitted by the OADC to the City Representative must fully document services rendered and any other authorized and actually incurred expenses. Such reports shall be subject to review by the City Representative and the Parties shall promptly confer to resolve any discrepancies. Upon expiration or termination of this Agreement, in the event the City has made a payment in excess of amounts owed to OADC hereunder, any excess amount shall be returned to the City within thirty (30) days of the termination of OADC's work under the contract.

C. Subject to Appropriation: No Multiple Year Obligation: It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Northglenn City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The OADC acknowledges that (i) the City does not, by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-year fiscal obligation of the City.

D. Amendment: The OADC acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the OADC other than the work described herein, and that any further phase of work performed by OADC beyond that specifically described or without an amendment to this Agreement is performed at OADC's risk and without authorization under this Agreement.

5. TERMINATION:

A. Termination for Convenience of the City: The City Representative, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the City Representative. Any unfinished portion of the work shall be faithfully and timely performed by the OADC to the extent directed by the City Representative (in the City Representative's discretion), and compensation for all such authorized work performed shall be paid to the OADC in accordance with this Agreement.

B. Termination for Cause: The City and the OADC shall each have the right to terminate this Agreement, with cause, upon written notice to the other party. A termination shall be deemed "with cause" when it is based on a material breach of the covenants or a substantial default under this Agreement which has not been corrected or resolved to the satisfaction of the non-breaching or non-defaulting party within a reasonable time specified by the non-breaching or non-defaulting party in a written notice to the breaching or defaulting party. Nothing herein shall

be construed as giving the OADC the right to continue performing work under this Agreement beyond the time when the City Representative notifies the OADC that the OADC's work has become unsatisfactory to the City Representative and the City Representative is terminating the Agreement, except to the extent that the City Representative specifies certain work to be completed prior to terminating this Agreement.

C. Compensation: If this Agreement is terminated, the OADC shall be compensated for all work satisfactorily completed, and such compensation shall be limited to: (1) the sum of the amounts contained in reports already submitted and approved by the City Representative and (2) the cost of any work which the City Representative authorizes in writing which the City Representative determines is needed to accomplish an orderly termination of the work. Upon termination of this Agreement by the City, the OADC shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

D. Product Delivery: If this Agreement is terminated for any reason, the City shall take possession of all materials, equipment, tools, and facilities owned by the City which the OADC is using by whatever method the City deems expedient. The OADC shall deliver to the City all drafts or other documents the OADC has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City. These documents and materials shall be the property of the City. Copies of work product incomplete at the time of termination shall be marked "DRAFT-INCOMPLETE."

6. RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action or inaction, including any payments to the OADC, by the OADC constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the OADC, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

7. INDEPENDENT CONTRACTOR: It is understood and agreed that the status of the OADC shall be that of an independent contractor and an entity or person retained on a contractual basis to perform professional or technical services for limited periods of time. It is not intended, nor shall it be construed, that the OADC or the OADC's employees, agents, or subcontractors are employees or officers of the City for any purpose whatsoever. The OADC is responsible for the operational management, errors, and omissions of the OADC's employees, agents, and subcontractors. Without limiting the foregoing, the OADC understands and acknowledges that the OADC and the OADC's employees, agents, and subcontractors: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the OADC or some other entity

besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

8. INSURANCE:

A. At all times during the term of this Agreement, including any renewals or extensions, the OADC shall maintain such Workers' Compensation insurance as required by Statute, and liability insurance, by commercial policy or self-insurance, as is necessary to meet their liabilities under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S. ("CGIA"). This obligation shall survive the termination of this Agreement.

B. OADC subcontractors performing work under this agreement shall carry Professional Liability Insurance.

C. In agreeing to the foregoing insurance requirements, neither the City nor the OADC intend to waive any provision of the CGIA.

9. DEFENSE AND INDEMNIFICATION: Neither party shall indemnify the other under this agreement.

10. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City and the OADC are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S.

11. PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES: The OADC agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises, or license or permit fees to become delinquent. The OADC further agrees to pay promptly when due all bills, debts, and obligations incurred by it in connection with its operations and the performance of this Agreement and not to permit the same to become delinquent. The City shall not be liable for the payment of taxes, late charges, or penalties of any nature. The City is a tax-exempt entity.

12. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City has the right to access, and the right to examine, copy, and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers, and records related to the OADC's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The OADC shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during

reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. No examination of records and audits pursuant to this paragraph shall require the OADC to make disclosures in violation of state or federal privacy laws.

13. **SUBCONTRACTING:** The OADC may subcontract its performance obligations under this Agreement without obtaining the City Representative's prior written consent. In the event of any subcontracting: (i) the OADC shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any contractor or subcontractor.

14. **NO THIRD-PARTY BENEFICIARY:** The Parties understand and expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the City or the OADC receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The OADC lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Municipal Code.

16. **INTEGRATION & AMENDMENTS:** This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other modification shall have any force of effect unless embodied in a written amendment to this Agreement properly executed by the Parties. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

17. **SEVERABILITY:** The Parties agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

18. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the OADC shall not hire, or contract for services with, any employee or officer of the City

B. The OADC shall not engage in any transaction, activity, or conduct which would result in a conflict of interest under this Agreement. The OADC represents that the OADC has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or work of the OADC by placing the OADC's own interests, or the interests of any party with whom the OADC has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after the City has given the OADC written notice which describes the conflict.

19. NOTICES: All notices required by the terms of the Agreement must be in writing and either hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, and delivered by electronic mail:

By the OADC to:

Court Administrator
11701 Community Center Drive
Northglenn, CO 80233

With a copy to:

Hoffmann, Parker, Wilson, and Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202

By the City to:

Municipal Court Coordinator
Office of the Alternate Defense Counsel
1300 Broadway, #330
Denver, CO 80203
muni@coloradoadc.com

All notices are effective upon personal delivery or upon placing in the United States mail or with the courier service.

20. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:

A. Governing Law: This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Municipal Code of the City of Northglenn, and the ordinances, and regulations enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Municipal Code of the City of Northglenn, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

B. Compliance with Law: The OADC shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws, ordinances, codes, rules, regulations, and executive orders of the United States of America, the State of Colorado, and the City of Northglenn.

C. Venue: Venue for any legal action relating to this Agreement shall lie in the District Court in and for Adams County, Colorado.

21. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the OADC agrees not to refuse to hire, contract with, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

22. PROPRIETARY OR CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Information: The OADC acknowledges and accepts that, in performance of all work under the terms of this Agreement, the OADC may have access to proprietary data or confidential information that may be owned or controlled by the City, and that the disclosure of such proprietary data or confidential information may be damaging to the City or third parties. The OADC agrees that all proprietary data or confidential information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of the OADC's obligations under this Agreement. The OADC shall exercise the same standard of care to protect such proprietary data and confidential information as a reasonably prudent party would to protect its own proprietary data or confidential information. Proprietary data and confidential information shall include, but not limited to, any materials or information which is designated or marked "Proprietary" or "Confidential" by the City or its agents, provided to or made available to the OADC by the City subject to a confidentiality agreement or notice of confidentiality, or used by the City under a licensing agreement or other authorization by the owner of the materials or information. Proprietary data and confidential information may be in hardcopy, printed, digital, or electronic format.

(1) Use of Proprietary Data or Confidential Information: Except as required by law or expressly provided by the terms of this Agreement and subject to written permission of the City Representative, the OADC agrees that the OADC shall not disclose, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the proprietary data or confidential information, or any part thereof, or any repackaged form of the proprietary data or confidential information, or any part thereof, to any other person, party, or entity in any form or media for any purpose other than performing the OADC's obligations under this Agreement. The OADC further acknowledges that by providing this proprietary data or confidential information, the City is not granting to the OADC any right or license to use such data or information except as provided in this Agreement. The OADC agrees that any ideas, concepts, knowledge, computer programs, or data processing techniques developed by the OADC or provided by the City in connection with this Agreement, including any proprietary data or any confidential information, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The OADC agrees, with respect to the proprietary data and confidential information, that: (i) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the City Representative; (ii) the OADC shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data or information; (iii) the OADC shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or information or work products incorporating such data or information to the City.

(2) Employees and Subcontractors: The OADC shall inform the OADC's employees and officers of the obligations under this Agreement, and all requirements and obligations of the OADC under this Agreement shall survive the expiration or earlier termination of this Agreement. The OADC shall not disclose proprietary data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

(3) Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing proprietary data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty, or guarantee, including but not in any manner limited to, fitness, merchantability, or the accuracy and completeness of the proprietary data or confidential information. The OADC is hereby advised to verify the OADC's work performed in reliance upon the proprietary data or confidential information. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any

substitute program, claims by third parties, or for similar costs. If discrepancies are found, the OADC agrees to contact the City immediately.

B. Contractor's Information: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72- 201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City may advise the OADC of such request in order to give the OADC the opportunity to object to the disclosure of any of the OADC's proprietary or confidential material. In the event of the filing of a lawsuit to compel a disclosure to which the OADC has objected, the City will tender all such material to the court for judicial determination of the issue of disclosure and the OADC agrees to intervene in such lawsuit to protect and assert the OADC's claims of privilege and against disclosure of such material or waive the same.

23. WORKERS WITHOUT AUTHORIZATION:

A. Effective Date: This section shall only be effective until July 1, 2022, as required by Article 17.5 of Title 8, Colorado Revised Statutes. Until that date, the OADC shall be liable for any violations as provided under that Article.

B. Certification: By entering into this Agreement, the OADC hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that the OADC will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

C. Prohibited Acts: The OADC shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

D. Verification:

(I) The OADC has confirmed the employment of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(II) The OADC shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screen of job applicants while this Agreement is being performed.

(III) If the OADC obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, the OADC shall: notify the subcontractor and the City within 3 days that OADC has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that the OADC shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

E. Duty to Comply with Investigations: The OADC shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation

F. Affidavits: If the OADC wishes to verify the lawful presence of newly hired employees who perform work under this Agreement via the Department Program, the OADC shall sign the "Department Program Affidavit" attached hereto.

24. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

25. SURVIVAL OF CERTAIN PROVISIONS: The Parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or earlier termination of this Agreement, shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the OADC's and its subcontractor's obligations for the provision of insurance and/or to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

26. NO ASSIGNMENT: No party may assign any of its rights or obligations under this Agreement.

27. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

28. CITY EXECUTION OF AGREEMENT: This Agreement shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City of Northglenn.

29. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

30. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The OADC consents to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Signature page follows.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the date first appearing above.

OFFICE OF THE ALTERNATIVE DEFENSE COUNSEL

By: Lindy Frolich
Printed Name: Lindy Frolich
Title: Director

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 28th day of April, 2022, by Lindy Frolich as Director of OADC.

Witness my hand and seal.

(Seal)

[Signature]
Notary Public

SYDNEY JEAN ORWIG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184042314
MY COMMISSION EXPIRES OCTOBER 29, 2022

CITY OF NORTHGLENN
By: Meredith Lighty
Printed Name: Meredith Lighty
Title: Mayor

ATTEST

[Signature]
City Clerk

Department Program Affidavit

[To be completed only if the OADC participates in the Department of Labor Lawful Presence Verification Program]

I, Lindy Frolich, as a public contractor under contract with the City of Northglenn, hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employed to perform work under this Agreement with the Town within 20 days after such hiring date;
2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and
3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Lindy Frolich
Signature

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 28th day of April, 2022, by Lindy Frolich as Director of Office of the Alternate Defense Counsel.

Witness my hand and seal.

(Seal)

SYDNEY JEAN ORWIG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184042314
MY COMMISSION EXPIRES OCTOBER 29, 2022

Sydney Orwig
Notary Public

EXHIBIT A

Chief Justice Directive 04-04
Amended November 2014
Amended, Effective July 2018

SUPREME COURT OF COLORADO

OFFICE OF THE CHIEF JUSTICE

**APPOINTMENT OF STATE-FUNDED COUNSEL IN
CRIMINAL CASES AND FOR
CONTEMPT OF COURT**

This policy is adopted to assist the administration of justice with respect to the appointment of counsel in criminal cases pursuant to Titles 16 and 18 and for the appointment of counsel to an indigent person cited for contempt where a jail sentence is contemplated. This policy does not cover appointments made for juvenile delinquency cases pursuant to Title 19, except to the extent necessary to address appointments made prior to November 1, 2014 for which the Judicial Department is responsible for payment of counsel. For appointments of counsel for juvenile delinquency cases after November 1, 2014, see Chief Justice Directive 14-01.

I. CONSTITUTIONAL AND STATUTORY AUTHORITY

- A. The federal and state constitutions provide that an accused person has the right to be represented by counsel in criminal prosecutions. This constitutional right has been interpreted to mean that counsel will be provided at state expense for indigent persons in all cases in which actual incarceration is a likely penalty or there is a waiver of the right to counsel at the advisement.
- B. State funds are appropriated to the Office of the Public Defender to provide for the representation of indigent persons in criminal cases pursuant to §21-1-103, C.R.S. (2014).
- C. State funds are appropriated to the Office of Alternate Defense Counsel to provide for the representation of indigent persons in criminal cases in which the Public Defender declares a conflict of interest pursuant to §21-2-101, C.R.S. (2014).
- D. Prior to November 1, 2014, Section 19-2-706(2), C.R.S. (2014), provided for the representation of juveniles in delinquency cases in which (1) the parent or legal guardian refused to retain counsel for the juvenile, or (2) the court found such representation was necessary to protect the interest of the juvenile or other parties involved in the case. When such an appointment was necessary and the juvenile did not qualify for representation by the Public Defender or the Office of Alternate Defense Counsel, the Judicial Department was authorized to pay for the costs of counsel and investigator services. House Bill 14-1032 established that, effective November 1, 2014, the Public Defender or OADC if there is a conflict, shall be appointed to represent juveniles in such cases. Reimbursement to the state is authorized for parental refusal, as outlined in §19-2-706(2)(b), C.R.S. and Chief Justice Directive 14-01.
- E. Colorado Rules of Civil Procedure 107 and 407 provide for the appointment of counsel to an indigent person cited for contempt where a jail sentence is contemplated. If the court appoints private counsel to prosecute a contempt action or to represent an indigent party for contempt charges, the Judicial Department will pay for counsel, as there is no statutory authority for the

EXHIBIT A

Chief Justice Directive 04-04
Amended November 2014
Amended, Effective July 2018

III. INDIGENCY DETERMINATION – IN CUSTODY AND CANNOT POST/IS NOT ALLOWED BAIL

If a person is in custody and cannot post or is not allowed bail, the Public Defender, or Alternate Defense Counsel if the Public Defender has determined that a conflict exists and has notified ADC that conflict representation is necessary, may automatically elect to represent that person and will notify the court, either verbally or in writing, of the circumstances. The person need not complete a JDF208 until and unless the person is released from custody. If the person is released from custody, then all provisions under Section II, Indigency Determination – Out of Custody, apply.

IV. GUIDELINES FOR APPOINTMENT OF COUNSEL

A. Appointment of Public Defender

1. Appointments on the Basis of Indigency: To be eligible for representation by the Public Defender (PD), a defendant must be indigent **or eligible for automatic representation**, as defined above and determined by the PD, subject to review by the court. If such person is indigent **or is eligible for automatic representation**, the court shall appoint the PD, except as otherwise provided in paragraph IV.B.
2. Appointments to Assist in Motions Under Rule 35 of the Colorado Rules of Criminal Procedure: An indigent defendant may be entitled to representation by the PD to assist in motions under Rule 35 if the court does not deny the motion under Crim. P. 35(c)(3)(IV). If another attorney represents the defendant and withdraws, the PD may be appointed if the defendant is indigent and there is no conflict with such representation.
3. Appointments for Appeals:
 - a. The court or the PD shall reassess the indigency status of a defendant who requests court-appointed counsel, as described in Section II.A., for purposes of appeal.
 - b. When an indigent person has an Alternate Defense Counsel attorney for the trial of a criminal case, the PD shall be appointed to represent the defendant on appeal unless the court determines that the PD has a conflict of interest.

B. Appointment of Alternate Defense Counsel

The Office of Alternate Defense Counsel (OADC) shall maintain a list of qualified attorneys for use by the courts in making appointments. Upon appointment of an Alternate Defense Counsel attorney, the clerk shall notify the OADC's designee. No more than one attorney may be appointed as counsel for an indigent person except in specific exceptional circumstances. Accordingly, upon specific written request by counsel for appointment of an additional attorney to assist in the defense of an indigent person, the OADC may approve appointment of an additional attorney for good cause shown. Such requests should be made in writing and directed to the OADC. Alternate Defense Counsel shall be appointed under the following circumstances:

EXHIBIT A

Chief Justice Directive 04-04
Amended November 2014
Amended, Effective July 2018

attorney who provides counsel in the grand jury room may represent more than one witness in a single investigation without grand jury permission. If the court appoints counsel for an indigent witness before a grand jury, the Judicial Department will pay for counsel, as there is no statutory authority for the Public Defender or the Alternate Defense Counsel to represent grand jury witnesses.

- d. Appointments of Counsel for Witnesses: An indigent witness subpoenaed to appear and testify in a court hearing may be appointed counsel if the witness requests counsel and the judge determines the appointment of counsel is necessary to assist the witness in asserting his or her privilege against self-incrimination. If the court appoints counsel for an indigent witness for this purpose, the Judicial Department will pay for counsel, as there is no statutory authority for the Public Defender or the Alternate Defense Counsel to represent a witness.
2. For appointments under this section, the appointing judge or magistrate shall, to the extent practical and subject to attorney-client privilege, monitor the actions of the appointee to ensure compliance with the duties and scope specified in the order of appointment.
 3. Attorneys appointed under this section shall notify the State Court Administrator, in writing, within five (5) days of any malpractice suit or grievance brought against them.
 4. Appointees shall maintain adequate professional liability insurance for all work performed. In addition, appointees shall notify the State Court Administrator, in writing, within five (5) days if they cease to be covered by said liability insurance and shall not accept court appointments until coverage is reinstated.

V. GUIDELINES FOR PAYMENT

A. Public Defender Costs

The Public Defender's Office has attorneys on staff (Deputy Public Defenders) to accept appointments. Court costs and other expenses incurred by the Public Defender shall be billed to the Public Defender's Office in accordance with that office's policies and procedures.

B. Office of Alternate Defense Counsel Costs

Claims for payment of counsel and investigator fees and expenses shall be filed with the OADC. A schedule of maximum hourly rates and maximum total fees for OADC state-funded counsel and investigators is shown in Attachment D (1). Court costs incurred by Alternate Defense Counsel attorneys and investigators shall be billed to the OADC in accordance with that office's policies and procedures.

C. Other Court-Appointee's Costs

The fees and costs associated with appointments described under section IV. C. shall be paid by the Judicial Department as follows:

EXHIBIT A

Chief Justice Directive 04-04
Amended November 2014
Amended, Effective July 2018

may request an exception to this requirement by contacting the Financial Services Division at the State Court Administrator's Office. In the request, the appointee shall describe the extenuating circumstances preventing the use of CACS for invoicing. The Director of Financial Services or his/her designee shall review such requests and shall have final decision authority concerning the granting or denial of the request. Failure of an appointee to learn or avail him/herself of training on the use of CACS is not sufficient cause to warrant an exception.

5. To maintain the security and integrity of CACS, appointees shall immediately notify the Director of Financial Services, or his/her designee, in writing, of any changes in appointee's staffing or practice that may require cancellation or other changes in the CACS login authority or credentials of appointee or appointee's staff.
6. Failure of appointee to appropriately use CACS shall be sufficient grounds for denial of payment and may result in removal from consideration for future appointments.

D. Court Costs, Expert Witness Fees and Investigator Fees of an Indigent Party who is Not Appointed Counsel

1. In certain circumstances, a defendant's court costs, expert witness fees, and/or investigator fees may be paid by the Judicial Department even though the defendant is not represented by state-funded counsel (i.e., Public Defender; Alternate Defense Counsel; Judicial-paid counsel). Payment by the local court is appropriate if any of the following statements apply:
 - a) The defendant is indigent and proceeding *pro se*;
 - b) The defendant is indigent and receiving *pro bono*, private counsel;
 - c) The defendant is receiving private counsel but becomes indigent during the course of the case, and the court has determined that the defendant lacks sufficient funds to pay for court costs, and that it would be too disruptive to the proceedings to assign the Public Defender or Alternate Defense Counsel to the case.
2. Court costs include such items as: expert and standard witness fees and expenses, service of process, language interpreter fees, mental health examinations, transcripts, and discovery costs. An investigator appointed by the court under this section shall be paid in accordance with the rates and maximum fees established in Attachment D (2). A motion requesting authorization to hire an investigator, to pay court costs, or for expert witness fees shall be submitted to the court. The Court shall authorize such appointments or payments as the judge or magistrate deems necessary, and shall issue an order authorizing the amount of the costs, fees and expenses that may be incurred under this section. For maximum rates for payment of expert witnesses, see CJD 12-03, as amended.

- E. In instances in which fees for activity such as travel time, waiting time, and mileage expenses were incurred simultaneously for more than one court appointment, appointees shall apportion the fees or expenses across cases, as applicable (for example, traveling to/from court would be billed 50% on the client A appointment and 50% on the client B appointment if the appointee made one trip to cover both clients' hearings).

EXHIBIT A

Chief Justice Directive 04-04
Amended November 2014
Amended, Effective July 2018

- D. Copies of all written complaints and documentation of verbal complaints regarding state-paid counsel shall be forwarded by the District Administrator to the State Court Administrator's Office. The State Court Administrator may investigate a complaint and take action he/she believes is necessary to resolve any concerns or issues raised by the complaint. Such action may include, but is not limited to, terminating the contract with the attorney.

VIII. SANCTIONS

- A. All contracts with the Judicial Department for appointments addressed in this Chief Justice Directive shall include a provision requiring compliance with this Chief Justice Directive. Failure to comply with this Directive may result in termination of any associated contract and/or removal from the appointment list.
- B. Judges and Magistrates shall notify appointees that acceptance of the appointment requires compliance with this Directive, and that failure to comply may result in termination of the current appointment and/or removal from the appointment list.

CJD 04-04 is amended and adopted effective July 1, 2018.

Done at Denver, Colorado this 26 day of June, 2018.

/s/

Nancy E. Rice, Chief Justice

EXHIBIT A

Attachment B
Chief Justice Directive 04-04
Amended March 2022

INCOME ELIGIBILITY GUIDELINES (amended February 2022)

Family Size	Annual Poverty	Monthly Poverty	Monthly Income*	Monthly Income plus 10%	Monthly Income plus 75%	Yearly Income*	Yearly Income plus 10%	Yearly Income plus 75%
1	\$ 13,590	\$ 1,133	\$ 1,416	\$ 1,557	\$ 2,477	\$ 16,988	\$ 18,686	\$ 29,728
2	\$ 18,310	\$ 1,526	\$ 1,907	\$ 2,098	\$ 3,338	\$ 22,888	\$ 25,176	\$ 40,053
3	\$ 23,030	\$ 1,919	\$ 2,399	\$ 2,639	\$ 4,198	\$ 28,788	\$ 31,666	\$ 50,378
4	\$ 27,750	\$ 2,313	\$ 2,891	\$ 3,180	\$ 5,059	\$ 34,688	\$ 38,156	\$ 60,703
5	\$ 32,470	\$ 2,706	\$ 3,382	\$ 3,721	\$ 5,919	\$ 40,588	\$ 44,646	\$ 71,028
6	\$ 37,190	\$ 3,099	\$ 3,874	\$ 4,261	\$ 6,779	\$ 46,488	\$ 51,136	\$ 81,353
7	\$ 41,910	\$ 3,493	\$ 4,366	\$ 4,802	\$ 7,640	\$ 52,388	\$ 57,626	\$ 91,678
8	\$ 46,630	\$ 3,886	\$ 4,857	\$ 5,343	\$ 8,500	\$ 58,288	\$ 64,116	\$ 102,003

* 125% of poverty level as determined by the Department of Health and Human Services.

*For family units with more than eight members, add \$492 per month to the "monthly income" or \$ 5,900 per year to "yearly income" for each additional family member.

Source: Federal Register (87 FR 3315, 02/01/2022)

EXHIBIT A

Attachment D (1)
Chief Justice Directive 04-04
Amended, Effective July 2018

**ALTERNATE DEFENSE COUNSEL
MAXIMUM HOURLY RATES ¹**

<u>ADC Fees</u>	<u>No Distinction of In/Out of Court Hours</u>	<u>Effective Date*</u>
Death Penalty Case		
Attorney	\$95.00 per hour	July 1, 2018
Investigator	\$47.00 per hour	July 1, 2018
Type A Felonies	\$85.00 per hour	July 1, 2018
Type B Felonies	\$80.00 per hour	July 1, 2018
Juvenile Felonies	\$80.00 per hour	July 1, 2018
Misdemeanor & Traffic (Adult & Juvenile)	\$75.00 per hour	July 1, 2018
Authorized Investigator	\$44.00 per hour	July 1, 2018
Authorized Paralegal/Legal Assistant	\$33.00 per hour	July 1, 2018
Travel (regardless of type of case)		
Attorney	\$75.00 per hour	July 1, 2018
Investigator	\$44.00 per hour	July 1, 2018

Mileage at rate defined by §24-9-104 C.R.S. Reimbursement paid per OADC policy.

* For work performed on or after this date (July 1, 2018)

MAXIMUM TOTAL FEES PER APPOINTMENT

<u>Appointment Type</u>	<u>With Trial / Without Trial</u>	<u>Effective Date</u>
Class 1 Felonies	<u>\$ 30,000 / 15,000</u>	<u>July 1, 2018</u>
Class 2 Felonies & DF 1 Felonies	<u>\$ 13,000 / 6,500</u>	<u>July 1, 2018</u>
Class 3, 4, 5, and 6 Felonies & DF 2, 3, and 4 Felonies	<u>\$ 8,000 / 4,000</u>	<u>July 1, 2018</u>
Misdemeanors, Traffic, & Petty Offenses	<u>\$ 3,000 / 1,500</u>	<u>July 1, 2018</u>
Juvenile Cases	<u>\$ 5,500 / 2,750</u>	<u>July 1, 2018</u>

Juvenile and Misdemeanor Appeals: Refer to OADC web site for minimums/maximms based on case classification.

Felony Appeals and Post-conviction: Refer to OADC web site for minimums/maximms based on case classification.

Investigator maximum fee is what has been previously authorized by the OADC.

¹ Rates may vary pursuant to Chief Justice Directive or OADC Order. The appointee should contact the Office of the Alternate Defense Counsel or visit the web site at www.coloradoadc.org if there is a question concerning the current authorized rate.

EXHIBIT A

Attachment E
Chief Justice Directive 04-04
Amended July 2014

GUIDELINES FOR ITEMIZED HOURLY PAYMENT: JUDICIAL PAID APPOINTMENTS ONLY

COURT-APPOINTED COUNSEL AND INVESTIGATORS

- A) Claims for payment on an hourly basis shall be submitted using the Judicial Department's online CAC System (if the appointee is authorized to use this system) or submitted to the appointing court on form JDF207 ("Colorado Judicial Department Request and Authorization For Payment Of Fees") including attachments, and shall be in compliance with these guidelines. For appellate counsel only, claims for payment shall be submitted directly to the Court of Appeals. The claims and attachments shall conform to the Procedures for Payment of Fees and Expenses (Attachment F, this CJD). In accordance with this CJD and all other applicable Department policies and procedures, and upon review and approval by the appointing court, the request for payment will be sent to the State Court Administrator's Office (SCAO) for processing. The SCAO may review, verify, and revise, when appropriate, such authorized requests for payment.
- B) A schedule of maximum hourly rates for court-appointed counsel is established by the Supreme Court in Attachment D (2) and/or by Chief Justice Order. **No payment shall be authorized for hourly rates in excess of the Chief Justice Directive or Order. The maximum total fee that may be paid to court-appointed private counsel for representation on a case is established in Attachment D (2). This maximum includes appointee fees (both contract flat fees plus hourly, as applicable), allowable incidental expenses, paralegal, legal assistant, and law clerk time. To find the allowed maximum total fee for investigators, exclusive of expenses, use the case classification type and the "without trial" maximum from the chart in Attachment D(2).**
1. If there are unusual circumstances involved in the case and the appointee determines that additional work must be completed that will create fee charges over the maximum allowed, pre-approval for fees in excess is to be obtained by submitting a Motion to Exceed the Maximum to the presiding judge/magistrate (while there may be exceptions in which pre-approval is not possible before additional work is performed, seeking pre-approval should be the norm.). If satisfied that the excess fees are warranted and necessary, the presiding judge/magistrate should approve such motion. The District Administrator (or designee) should deny further payment unless accompanied by a Motion to Exceed the Maximum and an order granting the Motion by the presiding judge or magistrate.
 2. The Motion to Exceed the Maximum must cite the specific special and extraordinary circumstances that justify fees in excess. The judge or magistrate, in his or her discretion, may grant approval with an Order for Fees in Excess which provides a maximum up to 150% of the established maximum as outlined in Attachment D(2) of this Chief Justice Directive. A subsequent Motion to Exceed Maximum must be submitted for the same appointment if total fees are expected to further exceed the maximum established by the judge or magistrate.
- C) **All court appointees and investigators must submit invoices using CACS, or a JDF 207, as applicable, to the court within six months of the earliest date of billed activity.** Any court appointee or investigator desiring to request an exception to the 6-month rule based on

EXHIBIT A

Attachment E
Chief Justice Directive 04-04
Amended July 2014

Other Allowable Expenses

- Copy charges at the rate of \$0.10 per page (specify the number of copies made);
- Mileage at the rate defined by §24-9-104 C.R.S. (the actual number of miles must be specified for each trip);
- Long-distance telephone calls at cost (if total billing exceeds \$50, it must include a copy of the telephone bill with the following information highlighted: date, phone number, and charges);
- Postage at cost (regular 1st class mail charges);
- Reimbursement for delivery and express mail charges are only reimbursable for a case on appeal. A receipt or invoice for these charges must be attached to the order for payment;
- Requests for payment of overnight travel or out-of-state travel require prior authorization by the court and must be in accordance with state travel regulations as described in the Travel section of the Colorado Judicial Department's Fiscal Policies and Procedures manual. Out-of-state travel expenses incurred by the appointee shall be submitted to the court using the online CAC system. All appropriate copies of travel receipts shall be provided directly to court staff.

3. The following items are not authorized for payment or reimbursement.

Non-Allowable Expenses

- Phone calls when no contact is made (i.e., no answer, client not available or message left to call back, etc.);
 - Fax charges;
 - Parking Fees;
 - Items purchased for indigent (or other) persons represented which includes meals, books, clothing, and other personal items;
 - Administrative activities (as previously discussed);
 - Electronic filing fees for which state funded counsel appointments are exempt;
 - Any other cost or expense not authorized under Colorado law or Chief Justice Directive for payment by the state or reimbursement to counsel or other party.
- F) In any case in which a payment has been made to the attorney by a party who is later determined to be indigent, the state will reimburse the attorney for the total number of hours expended on the case, less any payments received from the party for fees incurred prior to the determination of indigence. The payment calculation is at the allowed Chief Justice Directive and/or Chief Justice Order hourly rate applicable to when the activity occurred.
- G) Attorneys shall maintain records of all work performed relating to court appointments and make all such records available to the Judicial Branch for inspection, audit, and evaluation in such form and manner as the Branch in its discretion may require, subject to attorney/client privilege.
- H) The Judicial Department will review and respond promptly to any question or dispute concerning a bill received, submitted, or paid. However, due to research time and record

EXHIBIT A

Attachment F
Chief Justice Directive 04-04
Amended November 2014
Amended, Effective July 2018

JUDICIAL PAID APPOINTMENTS

* PROCEDURES FOR PAYMENT OF FEES AND EXPENSES *

GENERAL INFORMATION

These procedures apply to requests for payment of fees and expenses for court-appointed counsel, other appointees, and investigators paid by the Judicial Department on an hourly basis. Payment requests shall be submitted via the Department's online CAC System (CACs) in accordance with the policies and procedures set forth by the State Court Administrator's Office or, if an exception has been granted pursuant to Section V.C.4. of this Chief Justice Directive, by using the standardized "Colorado Judicial Department Request and Authorization For Payment of Fees" form JDF207 (Judicial Department Form). Completion, including attachments, should adhere to the procedures described below. Requests for payment that do not include the necessary information will be returned to the appointee or to the court for completion or correction.

All appointees, both hourly and contract, who have not yet received payment from the Judicial Department must submit a completed W-9 form and, if applicable, an "Authorization to Pay a Law Firm" form before a payment can be issued. Payments are issued/submitted to whomever the attorney has authorized and approved on W-9 and "Authorization to Pay a Law Firm" forms. Therefore, if an attorney is no longer with the law firm indicated on a prior W-9 and/or Authorization to pay a Law Firm, he/she must complete a new form(s) and submit them to the Financial Services Division at SCAO. The forms are available from the court or from the Financial Services Division by e-mailing CACpayments@judicial.state.co.us. To change only the mailing address, send the address change to the Colorado Judicial Department, Financial Services Division, 1300 Broadway, Suite 1200, Denver, CO 80203, or call for e-mail instructions.

Billing for Representation of Client with Multiple Cases: When billing for multiple cases in representation of the same client (i.e., companion cases), the appointee should work with the Financial Services Division at the State Court Administrator's Office to ensure the appointments/cases are designated as "concurrent" for billing purposes. Appointees must use the "Concurrent Appointment Notification" form, which is available from the Financial Services Division upon request. This applies to situations in which activity occurs simultaneously in the representation of the party across the multiple cases (example: the appointee attends a single court hearing during which more than one of the client's cases is discussed) and allows for the activity to be billed once via a "master" case. Cases in which the appointee's activity does not overlap multiple cases should not be billed concurrently, and should instead be billed by submitting separate invoices for each respective case.

When an attorney is appointed to continue on a case for the purposes of appeal, payment shall be on an hourly basis even if the original appointment was on a contract, flat fee basis.

EXHIBIT A

Attachment F
Chief Justice Directive 04-04
Amended November 2014
Amended, Effective July 2018

John Sample, Attorney at Law

Date	Activity	In-court	Out-of-court	Paralegal
07/06/18	Court appearance: Contempt Citation	0.4		
07/06/18	Conference with client		1.1	
08/05/18	Review motions		0.5	
08/09/18	Court appearance	0.3		
08/10/18	Meet with client		1.0	
08/11/18	Prepare motion			0.2
09/07/18	Travel to court round trip (57 miles)		1.4	
09/07/18	Conf. With client in custody		1.0	
09/07/18	Draft motion			0.2
09/14/18	Contempt Hearing	0.3		
Dates of service 07/06/18 – 09/14/18 Total hours		1.0	5.0	0.4

SUMMARY OF FEES	Activity:	
	6.0 hours @ \$80 per hour	\$480.00
	0.4 hours @ \$32 per hour	\$12.80
	TOTAL FEES	\$492.80
TOTAL MILEAGE	57 miles @ \$0.50 per mile (or rate defined by §24-9-104 C.R.S.)	\$28.50
SUMMARY OF OTHER EXPENSES	Copies: case file = 12 pages @ \$0.10	\$1.20
	Postage	\$0.50
	TOTAL OTHER EXPENSES	\$1.70
	TOTAL BILLING	\$523.00

COMPLETION OF THE JDF207 (Hourly Billing if not billing online)

Completion of the JDF207 form is required by the Judicial Department for payment of court appointees appointed on an hourly basis unless the appointee has been authorized to invoice using CACS (online system). The appointee should keep a copy and submit the original plus one copy. All applicable sections of the form should be completed as indicated in the instructions. Attach all required documents before submitting to the local court. All incomplete Requests for Payment will be returned to the appointee for correction(s).

Section I.

Enter the case number of the charges being billed. When billing for multiple cases in representation of the same client (i.e., companion cases), enter all applicable case numbers. If the bill is for appellate charges, include the appeal case number and the original case number being appealed.

Include the name and number of person/(s) represented, the name of the case, applicable county, name of appointing judge/magistrate and current judge/magistrate. Indicate if the case jurisdiction is district or county.

EXHIBIT A

Attachment F
Chief Justice Directive 04-04
Amended November 2014
Amended, Effective July 2018

Include all prior amounts invoiced for the appointment in the “Total Amount Previously billed” line, (excluding the current request).

Determine the cumulative total of fees charged by appointee for the case by adding the “Total Amount Previously billed” plus the current request amount. If the cumulative total is over the authorized maximum, check the indicator box “Exceeds allowed maximum”. Include the Motion to Exceed Maximum and the approved Order to Exceed Maximum (if possible, this should be judge/magistrate pre-approved and not requested after services are performed).

Appointee signature and date are required.

If this is the final bill, check the “Final Bill” box.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-96
Series of 2023

Series of 2023

A RESOLUTION APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE STATE OF COLORADO OFFICE OF THE ALTERNATE DEFENSE COUNSEL REGARDING COURT-APPOINTED COUNSEL FOR PERSONS WHO ARE INDIGENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The First Amendment to the Intergovernmental Agreement between the City of Northglenn and the State of Colorado Office of the Alternate Defense Counsel, attached hereto as **Exhibit 1**, regarding court-appointed counsel for persons who are indigent is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2023.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE OFFICE OF THE ALTERNATE DEFENSE COUNSEL DATED APRIL 28, 2022

The City of Northglenn (hereinafter referred to as "City") and The Office of the Alternate Defense Counsel (hereinafter referred to as "OADC") agree to amend the Agreement described above as follows:

1. Section 3, TERM: shall be amended to read as follows with new language appearing in underline and deleted language appearing in ~~strike through~~:

The term of the Agreement is from ~~May 1, 2022~~January 1, 2023, until December 31, ~~2022~~2023, or until the Maximum Contract Amount specified in sub-section 4.A below is expended and all of the services specified herein have been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement ("Term"). Subject to the City Representative's prior written authorization and with adequate funding, the OADC shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed.

2. All other terms and conditions of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their
duly authorized officers on the date first appearing above.

OFFICE OF THE ALTERNATIVE
DEFENSE COUNSEL

By: [Signature]

Printed Name: Lindy Frolich

Title: Director

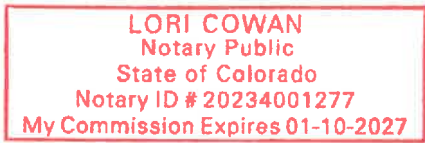
STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 6th
day of June, 2023, by Lindy Frolich as Director of
Office of alternate Defense Counsel

Witness my hand and seal.

[Signature]

(Seal) Notary Public



CITY OF NORTHGLENN

By: _____

Printed Name: _____

Title: _____

ATTEST

City Clerk