


**CITY MANAGER'S OFFICE MEMORANDUM**  
**#35-2021**

**DATE:** Aug. 23, 2021  
**TO:** Honorable Mayor Meredith Leighty and City Council Members  
**FROM:** Heather Geyer, City Manager   
**SUBJECT:** CR-91 – Intergovernmental Agreement for Judicial and Legal Services

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**PURPOSE**

To consider CR-91, a resolution approving an Intergovernmental Agreement (IGA) with the City of Westminster for judicial and legal services.

**BACKGROUND**

The proposed IGA with the City of Westminster would address situations where a conflict of interest exists for the Municipal Court Judge and/or City Attorney's Office. The IGA provides for assistance with judicial and legal services to include the following:

- Judicial – On occasion, the Municipal Judge may be prevented from sitting on the bench or presiding over a case by reason of an irreconcilable conflict of interest such as an elected official or a member of an elected official's family being a participant either as a witness, victim or defendant in a particular case, or for some other reason. Because the Municipal Judge is an appointee of the City Council, there is at a minimum an appearance of impropriety or the perception of potential bias if the Municipal Judge presides over a case involving an elected official or a member of an elected official's family.
- Legal – On occasion, the City Attorney's Office or the prosecutor may be prevented from working on a matter for its employer municipality by reason of an irreconcilable conflict of interest such as an elected official being a participant either as a witness, victim or defendant in a particular case, or for one of the same reasons that the Municipal Judge may be disqualified.

The attached agreement authorizes the City of Westminster and the City of Northglenn to utilize the other jurisdiction's Municipal Judge, City Attorney's Office and/or prosecutor in the event of such a conflict or appearance of a conflict. This is similar to arrangements that are common in other jurisdictions to address these issues. This agreement is scheduled to go to Westminster City Council on Monday, Aug. 23, 2021.

**BUDGET/TIME IMPLICATIONS**

Reimbursement of judicial costs would be paid for in the Municipal Court budget. Reimbursement of legal services fees would be paid for out of the City Council Legislative budget. The proposed agreement is subject to annual appropriation.

**STAFF RECOMMENDATION**

Staff recommends approval of CR-91.

**STAFF REFERENCE**

If Council members have any questions, please contact Heather Geyer, City Manager, at [hgeyer@northglenn.org](mailto:hgeyer@northglenn.org) or 303.450.8706.

CR-91 – Intergovernmental Agreement for Judicial and Legal Services  
Intergovernmental Agreement for Judicial and Legal Services

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-91  
Series of 2021

\_\_\_\_\_  
Series of 2021

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE CITY OF WESTMINSTER FOR JUDICIAL AND LEGAL SERVICES

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 City of Westminster for judicial and legal services, attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**INTERGOVERNMENTAL AGREEMENT  
FOR JUDICIAL AND LEGAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 2021 (the "Effective Date"), by and between THE CITY NORTHGLENN, COLORADO, a Colorado home rule municipality ("Northglenn") and THE CITY OF WESTMINSTER, COLORADO, a Colorado home rule municipality ("Westminster") (each a "Municipality" and collectively, the "Municipalities").

WHEREAS, pursuant to Section 29-1-203, C.R.S., governments may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units of government;

WHEREAS, the municipal courts of the Municipalities are presided over by municipal judges who are employees of each Municipality;

WHEREAS, on occasion, a municipal judge may be prevented from sitting on the bench or presiding over a case by reason of an irreconcilable conflict of interest such as an elected official being a participant either as a witness, victim or defendant in a particular case, or for some other reason;

WHEREAS, on occasion, the city attorney's office may be prevented from working on a matter for its employer Municipality by reason of an irreconcilable conflict of interest such as an elected official being a participant either as a witness, victim or defendant in a particular case, or for some other reason;

WHEREAS, Section 6.11(b) of the Charter of the City of Northglenn and Section 8-1-4 of the Northglenn Municipal Code require the municipal court to be presided over by a municipal judge who shall be a licensed member of the bar of the State of Colorado in good standing, appointed by City Council, for a term of up to two years;

WHEREAS, Section 8-1-4(c) of the Northglenn Municipal Code provides that the City Council may appoint such additional municipal judges or deputy judges as may be necessary to act in case of temporary absence, sickness, disqualification, or other inability of the presiding municipal judge to act;

WHEREAS, Section 16.2 of the Charter of the City of Westminster requires the municipal court to be presided over by a licensed member of the bar of the State of Colorado in good standing, appointed by the City Council, for a term to be at the pleasure of the Council;

WHEREAS, Section 16.2 of the Charter of the City of Westminster also provides that, if the presiding municipal judge is absent, disqualified or unable to act in any matter or case, the municipal judge may call any eligible person to act and serve temporarily, and if the judge fails to do so or cannot call in a substitute, the City Council shall appoint a substitute judge;

WHEREAS, Section 1-22-2(C) of the Westminster Municipal Code provides that the City Council may appoint one or more associate municipal judges who shall serve in accordance with

the provisions covering the municipal judge and that the presiding judge will recommend appointment of associate municipal judges to the City Council;

WHEREAS, the City Councils of both Municipalities have the authority to designate assistant or additional municipal judges;

WHEREAS, Section 6.3 of the Charter of the City of Northglenn requires the City Council to appoint a City Attorney who is admitted to practice law in the State of Colorado;

WHEREAS, Section 6.3 of the Charter of the City of Northglenn also allows the City Council to provide such assistant city attorneys as the City Council may deem necessary and authorizes the City Council to employ special counsel to serve under the direction of the City Attorney;

WHEREAS, Section 1-16-1 of the Westminster Municipal Code provides that the City Council shall appoint a City Attorney for an indefinite period, and Section 1-16-3 of the Westminster Municipal Code provides that employees in the office of the City Attorney, including assistant city attorneys, shall be responsible to the City Attorney; and

WHEREAS, in order to provide cost-effective and efficient judicial and legal services to temporarily replace the services of a municipal judge or city attorney, or both, in the event of a conflict of interest or other circumstance, the Municipalities desire to establish terms and conditions by which they may cooperatively exchange the services of their municipal judge or city attorney with each other.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Municipalities agree as follows:

1. Exchange of Judicial Services. If the presiding municipal judge of Northglenn or Westminster, in the judge's discretion, determines that a conflict of interest exists, and that any assistant or backup judges are unavailable to step in to perform the normal duties of the presiding municipal judge, the presiding municipal judge ("the Requesting Judge") shall determine whether it would be appropriate to exchange judicial services under this Agreement. In making such determination, the Requesting Judge shall consider the unique circumstances giving rise to the need for assistant or backup municipal judge services as well as any other factors the Requesting Judge may consider to be relevant. If the municipal judge for the Requesting Municipality determines that an exchange of judicial services is appropriate under this Agreement, the Requesting Judge shall notify the municipal judge for the other Municipality ("the Responding Judge") and request judicial services.

Upon receipt of such request, the Responding Judge shall determine whether such services may be provided without unduly interfering with the Responding Municipality's ability to perform the normal duties of its own court. The Responding Judge shall notify the Requesting Judge within three (3) working days as to whether the request for judicial services can be accommodated. If so, the Responding Judge, or an appropriate assistant or associate judge from the Responding Municipality, will provide such services. If no response is received from the Responding Judge within three (3) working days, the request shall be deemed denied.

2. Reimbursement of Judicial Services Costs. The Municipality for whom judicial services are rendered under this Agreement ("the Requesting Municipality") shall provide a replacement judge for judicial services for the other Municipality ("the Responding Municipality") if requested by the Responding Municipality, and shall reimburse the Responding Municipality for all out-of-pocket expenses incurred in rendering the requested judicial services. Such expenses shall include, without limitation, cost of reproducing documents, mileage, and long-distance telephone calls, and shall exclude reimbursement for compensation paid by the Responding Municipality for judicial services and for support staff. Payment of such expenses shall be made within thirty (30) days of the date of receipt of any billing therefor.

3. Exchange of Legal Services. If the city attorney ("Attorney") for either Municipality determines in the Attorney's discretion that a conflict of interest or other situation arises or has occurred that prevents or impairs the Attorney from fully performing the normal duties of office, said Attorney ("the Requesting Attorney") shall determine whether the subject matter of the representation would be appropriate for an exchange of legal services under this Agreement. In making such determination, the Requesting Attorney shall consider the nature and complexity of the matter at issue; the amount of time that may be required to satisfactorily resolve the matter, either through litigation or otherwise; the level of special expertise, if any, that may be required to competently represent the interests of the Requesting Attorney's client(s); and any other factors the Requesting Attorney may consider to be relevant. Upon a determination that an exchange of legal services would be appropriate under this Agreement, the Requesting Attorney shall so notify the Attorney for the other Municipality ("the Responding Attorney") and request the provision of such legal services.

Upon receipt of any such request, the Responding Attorney shall determine whether such services may be provided by the Responding Attorney's office without unduly interfering with the Responding Attorney's ability to perform normal duties. The Responding Attorney shall notify the Requesting Attorney within five (5) working days as to whether the request for legal services can be accommodated. If so, the Responding Attorney may assign any one (1) or more attorneys in the Responding Attorney's office to provide such services.

4. Reimbursement of Legal Services Costs. The Municipality for whom legal services are rendered under this Agreement ("the Requesting Municipality") shall reimburse the other Municipality ("the Responding Municipality") for all out-of-pocket expenses incurred in rendering the requested legal services. Such expenses shall include, without limitation, cost of reproducing documents, mileage, long distance telephone calls, deposition costs and expert witness fees, but shall exclude any reimbursement for compensation paid by the Responding Municipality to its Attorney, its deputy and assistant attorneys, or to its support staff. Payment of such expenses shall be made within thirty (30) days of the date of receipt of any billing therefor.

5. Employment Status. Throughout the delivery of requested judicial or legal services, the Responding Judge, the Responding Attorney, and all related staff from the Responding Municipality shall discharge the responsibilities of the Requesting Municipality in accordance with the Requesting Municipality's charter and code, and other laws applicable to the Requesting Municipality but shall continue to be employed solely by the Responding Municipality. The delivery of such judicial and legal services for the Requesting Municipality by the Responding Judge, the Responding Attorney, and all related staff from the Responding Municipality shall be

considered to be within the scope of the performance of the Responding Judge's duties, the Responding Attorney's duties, and all related staff's duties as employees of the Responding Municipality.

6. Workers' Compensation Insurance and Other Benefits. If the Responding Judge, the Responding Attorney, or other personnel of the Responding Municipality is injured, disabled or dies while providing services to the Requesting Municipality under this Agreement, said individual shall remain covered by, and eligible for, the workers' compensation and other benefits to which said individual would otherwise be entitled if the injury, disability or death had occurred while acting solely as an employee of the Responding Municipality. Nothing herein shall be deemed to create an employment relationship between the Requesting Municipality and the Responding Judge, the Responding Attorney, or related staff.

7. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. In addition, the Municipalities acknowledge that there are legal constraints imposed upon them by the constitutions, statutes, rules and regulations of the State of Colorado and of the United States, and by their respective charters and codes and that, subject to such constraints, the Municipalities intend to carry out the terms and conditions of this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. Venue for any judicial proceeding concerning this Agreement shall only be in the District Court for Adams County, Colorado.

8. Liability and Governmental Immunity. Each Municipality is responsible for its own negligence and that of its officers, employees and agents. However, the Municipalities agree that all liabilities, claims and demands shall be subject to any notice requirements, defenses, immunities or limitations to liability under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., *et seq.*) and to any other defenses, immunities or limitations to liability available to the Requesting Municipality under state and federal law.

9. Obligations Subject to Appropriation. The financial obligations of the Municipalities under this Agreement in subsequent fiscal years are subject to the appropriation of funds sufficient and intended for such purposes by each Municipality's City Council in its discretion.

10. Term. The term of this Agreement shall be from the Effective Date through December 31, 2021 and will renew annually thereafter for successive calendar year terms, subject to annual appropriation. Either Municipality may withdraw from this Agreement at any time by giving written notice of termination to the other Municipality at least thirty (30) days prior to the date of termination.

IN WITNESS WHEREOF, the Municipalities have executed this Agreement as of the Effective Date.

CITY OF NORTHGLENN, COLORADO

By: \_\_\_\_\_  
Meredith Leighty, Mayor

ATTEST:

\_\_\_\_\_  
Johanna Small, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

CITY OF WESTMINSTER, COLORADO

By: \_\_\_\_\_  
Anita Seitz, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Parker, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney