

INTERGOVERNMENTAL AGREEMENT FOR THE EXCHANGE OF LEGAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of May, 2019, by and between THE CITY OF LOVELAND, COLORADO ("Loveland") and the TOWN OF ESTES PARK, COLORADO ("Estes"), and each also and all collectively referred to as the "Municipality" or the "Municipalities," respectively.

WITNESSETH:

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; and

WHEREAS, the legal interests of Loveland and Estes are generally represented by the City and Town Attorneys employed thereby; and

WHEREAS, on occasion, the City or Town Attorney is prevented from representing the interests of the such Municipality by reason of personal conflicts of interests or other situations which may impair their ability to fully represent the interests of such Municipality in particular cases; and

WHEREAS, in certain such instances, the most efficient and cost effective manner of providing for the legal representation of the Municipalities would be to exchange the services of members of the respective legal staffs of the cities; and

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 parties agree as follows:

1. Exchange of Legal Services. If the City or Town Attorney ("Attorney") determines, in his or her discretion, that a conflict of interest or other situation arises or has occurred which prevents or impairs him/her from fully performing the normal duties of his/her 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 which may be required to satisfactorily resolve the matter, either through litigation or otherwise; the level of special expertise, if any, which may be required to competently represent the interests of his or her client(s); and any other factors which 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 party to this Agreement ("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 his/her office without unduly interfering with the Responding

Attorney's ability to perform the normal duties of his/her own office. 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.

2. Reimbursement of Costs. The party for whom legal services are rendered under this Agreement ("the Requesting Municipality") shall reimburse the other party ("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.

3. Employment Status. Throughout the delivery of the requested legal services, the Responding Attorney and/or his/her personnel shall represent the interests of the Requesting Municipality but shall continue to be employed solely by the Responding Municipality, and the delivery of such legal services for the Requesting Municipality by the Responding Attorney and/or his/her personnel shall be considered to be within the scope of the performance of the Responding Attorney's duties for and employment by the Responding Municipality.

4. Workers' Compensation Insurance and Other Benefits. If 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 and not providing services to the Requesting Municipality under this Agreement.

5. 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 Larimer County, Colorado.

6. Indemnification and Governmental Immunity To the extent permitted by law, the Requesting Municipality shall indemnify and hold harmless the Responding Municipality, its officers, employees and agents, including without limitation the Responding Attorney, from and against all liabilities, claims and demands which may arise from the negligent acts or omissions of the Responding Attorney or any of his or her subordinates, agents or other persons acting under his or her authority. In addition, the Requesting Municipality shall indemnify the Responding Municipality, its officers, employees and agents, including without limitation the Responding Attorney for all costs and expenses related to defending such liabilities, claims and demands,

including, without limitation, litigation costs and attorneys' fees, whether or not such liabilities, claims or demands are groundless, frivolous, false or fraudulent. However, the parties agree that all such liabilities, claims and demands shall be subject to any notice requirements, defenses, immunities or limitations to liability that the Requesting Municipality may have 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 the law.

7. Term. The term of this Agreement shall continue for a period of one (1) year from the date hereof and shall be automatically renewed for successive one (1) year periods unless terminated by either party. Any party may withdraw from this Agreement at any time by the giving of written notice of termination to the other party not less than thirty (30) days prior to the date of withdrawal.

IN WITNESS WHEREOF, the Municipalities have executed this Agreement the day and year first above written.

THE CITY OF LOVELAND, COLORADO
A Municipal Corporation

By: Joelle Mal
Mayor

ATTEST:

Patricia S.
City Clerk



APPROVED AS TO FORM:

Christine Jones
Loveland City Attorney

THE TOWN OF ESTES PARK, COLORADO
A Municipal Corporation

By: _____


Gregory A. White
Town Attorney