

EMPLOYEE LEGAL REPRESENTATION AGREEMENT

This Agreement is made on _____, between the County of Boulder, State of Colorado (“the County”) and Michelle Sudano, individually, (the “Public Employee”). In this Agreement, Boulder County and the Public Employee may be individually referred to as a “Party” or collectively referred to as the “Parties.”

Recitals:

- A. The County is a public entity under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- B. The County, under C.R.S. § 24-10-110(1), is required to assume the cost of the defense of its public employees where a claim against its public employee “arises out of injuries sustained from an act or omission of such employee occurring during the performance of [the public employee’s] duties and within the scope of [the public employee’s] employment” or terms of office except where the act or omission is willful and wanton.
- C. It is common for plaintiffs or their attorneys to allege that public employees acted outside the course and scope of their employment or that they acted willfully and wantonly, and courts often dismiss such claims before or at trial.
- D. The Public Employee has been named as a defendant in Case No. 25-cv-00798-KAS, *Pierce Spinelli v. Detective Scott Byars, City of Boulder, Colorado, and Deputy District Attorney Michelle Sudano*, filed in the United States District Court for the District of Colorado (the “Litigation”) alleging fabrication of evidence among other allegations as identified in the Complaint. At the time the events at issue in the Litigation occurred, the Public Employee was a public employee of the County as defined in C.R.S. § 24-10-103(4).
- E. Mr. Spinelli has alleged or the allegations in the Litigation imply that the Public

Employee acted outside the course and scope of the Public Employee's employment and/or acted willfully and wantonly.

F. The County's investigation to date has revealed to the satisfaction of the Boulder County Attorney that the Public Employee acted within the course and scope of the Public Employee's employment and did not act willfully and wantonly.

G. The Public Employee represents that, to the extent requested by the County, the Public Employee has fully cooperated in the County's investigation and has not withheld any material information or evidence.

H. The Public Employee is aware that the Public Employee may engage another attorney to represent the Public Employee at the Public Employee's expense rather than entering into this Agreement.

I. Under C.R.S. § 24-10-118(5), the County has determined that it is in the public interest to bear the cost of defense for the Public Employee against all asserted claims for damages and other relief.

Covenants:

In consideration of the mutual covenants in this Agreement, it is understood and agreed by the Parties that:

1. The County will provide defense counsel through the Boulder County Attorney and his staff to represent Public Employee in the Litigation, including any appeals.

2. The County shall not, under any circumstances, be obligated to pay for any legal services to the Public Employee in asserting or related to any individual counterclaim, cross-claim or any other claim against any of the Parties now or subsequently named in the Litigation and no billings shall be rendered to the County for payment of any such services.

3. The Public Employee will cooperate fully with the Boulder County Attorney and his staff in any matter relating to this matter.

4. The Boulder County Attorney is providing representation to the Public Employee solely for the purpose of defending the employee in regard to the Litigation.

5. The Parties agree that, because of their common interests in the defense of this matter, all communication between them and the Boulder County Attorney for the purposes of seeking legal advice or in furtherance of the defense of this matter shall be privileged and confidential.

6. This Agreement may be terminated at any time by either Party upon written notice to the other Party.

[Signature Page to Follow]

Wherefore, the Parties have executed this Agreement.

COUNTY OF BOULDER
STATE OF COLORADO

ATTEST:

By: _____
Marta Loachamin, Chair
Board of County Commissioners

Date: _____

Clerk to the Board

Public Employee:



Michelle Sudano

Date: March 17, 2025