


CITY MANAGER'S OFFICE MEMORANDUM
#6-2020

DATE: Feb. 22, 2021
TO: Honorable Mayor Meredith Leighty and City Council Members
FROM: Heather Geyer, City Manager 
SUBJECT: CR-23 – Colorado Legal Services Pilot Program Renewal

PURPOSE

To consider CR-23, a resolution approving a two-year renewal of an Intergovernmental Agreement (IGA) for the Colorado Legal Services (CLS) Pilot Program. This item was previously approved by City Council through Resolution No. 20-188 on Dec. 21, 2020, however, the City of Thornton requested the following changes:

- Changed payment dates to Feb. 28, 2021, and Feb. 28, 2022
- Changed date for Exhibit A

These changes require Council to approve the updated IGA.

BACKGROUND

CLS is a nonprofit organization that provides legal services for seniors and people with low-incomes. Its services cover:

- Landlord/tenant issues
- Debtor claims
- Domestic violence restraining orders
- Domestic relations
- Public benefits
- Senior law issues

Through an IGA, CLS has offered these services as part of a pilot program in Northglenn in 2019 and 2020. Westminster, Thornton, Federal Heights, Brighton, Commerce City, Aurora, the City and County of Broomfield and Adams County are also part of the IGA. On Nov. 16, 2020, City Council gave support to continue funding the pilot program with the same municipalities through a renewed IGA.

Council approved a letter of agreement with CLS on April 22, 2019, per Resolution No. 19-35. Attachment 1 is a presentation by CLS providing data and results achieved from the two phases of the pilot program. CLS gave City Council an update on Nov. 16, 2020.

STAFF RECOMMENDATION

Staff recommends approval of CR-23.

BUDGET/TIME IMPLICATIONS

CLS is requesting a two-year extension of the program for a total cost of \$24,000, or \$12,000 annually. The cost remains the same from 2019 and 2020. Staff budgeted \$12,000 in the General Fund for the 2021 Budget in anticipation of the program renewal request being made.

STAFF REFERENCE

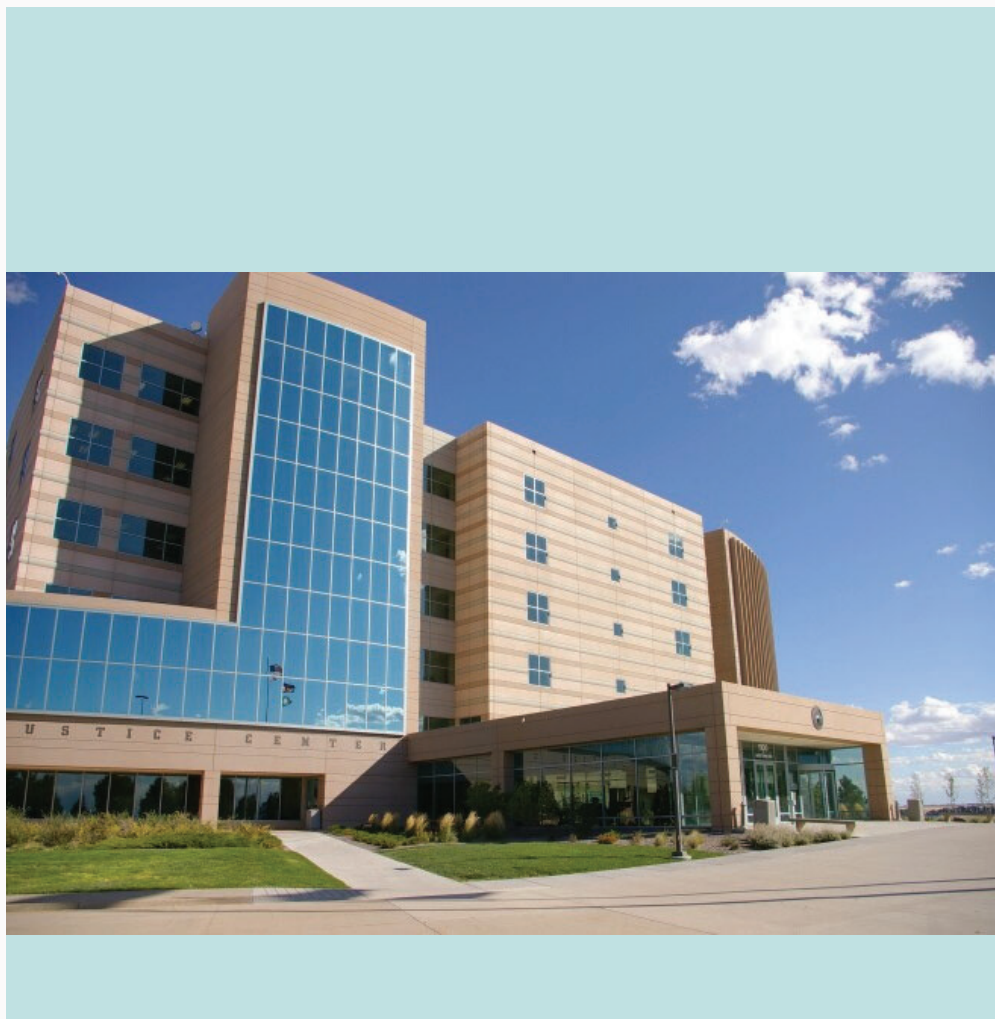
If Council members have any questions, please contact Heather Geyer, City Manager, at hgeyer@northglenn.org or 303.450.8706.

ATTACHMENTS

1. CLS Pilot Program update presentation Nov. 16, 2020
2. CLS Pilot Program Letter of Commitment with Northglenn

CR-23 – Colorado Legal Services Pilot Program Renewal

IGA for Continuation of a Landlord/Tenant Legal Services Program



CLS Eviction Pilot Project

Reenie Terjak – Director of Advocacy
Lizzy Ullman – Grant Attorney

Goals of Clinic



Reduce
preventable
evictions

Mitigate
eviction-
related
consequences

Connect
tenants with
community
resources

CLS Provides Service to Low-Income Tenants w/ the following Housing Issues:



- Cases with Procedural Issues (Notices and Demands not legally compliant)
- Subsidized Rent Cases
(only HCV and some PBS8)
- Nonpayment of Rent Cases
(eligible for Rental Assistance)
- Rent allegedly tendered and accepted by landlord
- Alleged lease violations
- Owners of Manufactured Homes



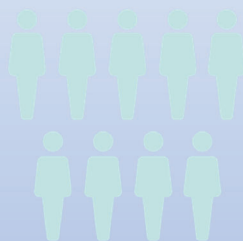
363

HOUSEHOLDS REPRESENTED



695

PEOPLE IN REPRESENTED
HOUSEHOLDS



408

CHILDREN IN REPRESENTED
HOUSEHOLDS



Phase I and Phase II
Results

Clients By Municipality

Adams	43 Households	125 Persons
Aurora	68 Households	160 Persons
Brighton	13 Households	34 Persons
Broomfield	15 Households	26 Persons
Commerce City	34 Households	90 Persons
Federal Heights	18 Households	45 Persons
Northglenn	41 Households	111 Persons
Thornton	77 Households	212 Persons
Westminster	54 Households	152 Persons

Adams = Arvada, Denver, Henderson,

Additional Information



Northglenn

- 41 Households served through pilot program
- \$46,164.08: Rental Assistance through CLS/ Maiker Housing Partners Rapid Relief Program (CLS provided legal assistance and partnered with Maiker to expedited rental assistance and prevent eviction)



Collaborative work within CLS
Housing Team to help Adams County
residents

644

Total clients served with
housing related issues



Additional
Information

26%

SUBSIDIZED



7%

MANUFACTURED HOMES



67%

ALL OTHER LOW-INCOME
HOMES



Types of Housing

35%

Total percentage of households who have retained their housing



80%

Total percentage of households who do not have an eviction judgement



Results
Phase I

85%

Total percentage of households who have retained their housing, retained more time to move, or retained a housing voucher



85%

Total percentage of households who do not have an eviction judgement



Results Phase II

31

Total Number of households who have received rental assistance or are projected to receive rental assistance



Results Phase II

Maiker Housing Partners And Colorado Legal Services

\$175,681

Total amount of rental assistance provided to clients or clients who are projected to receive rental assistance!

43

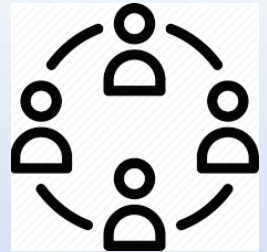
Total Number of households who have received rental assistance or are projected to receive rental assistance



Rapid Relief Program Phase II

Community Partners

- Adams County Poverty Reduction and Neighborhood Outreach Program
- Adams County Response and Recovery Task Force
- Adams County Rapid Settlement Task Force
- Brighton Housing Authority
- Colorado Immigration Rights Coalition
- Community Resource Network
- City of Aurora Homelessness Program
- Growing Home
- Maiker Housing Partners
- 9to5 Colorado
- Thornton Community Connections Division
- Tri-County Health
- UNE Colorado
- Various other rental and utility assistance programs



Legal Resource Guides Created

- Emergency Housing
- Low Income Housing Tax Credit
- Warranty of Habitability
- Security Deposit
- Small Claims Handbook and Instructions
- COVID Resources
- Consumer Rights Packet
- Evictions Guides
- Veterans Services





Adams and Broomfield Funding Provides:

Salaries and benefits

Space in Adams County Courthouse

Space at Irving Street Library

Printer

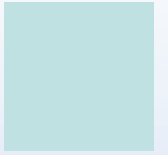
Cabinet

Smartphone

Laptops

Mobile Hotspot

Next Steps and Questions



COVID and 2021

Future Needs

Colorado Legal Services

1905 Sherman Street, Suite 400
Denver, CO 80203-1811
www.ColoradoLegalServices.org

Direct Line: 303-866-9399

May 7, 2019

Heather Geyer
City Manager
11701 Community Center Drive
Northglenn, CO 80203

Re: Letter of Commitment
Landlord/Tenant Legal Services
Pilot Program

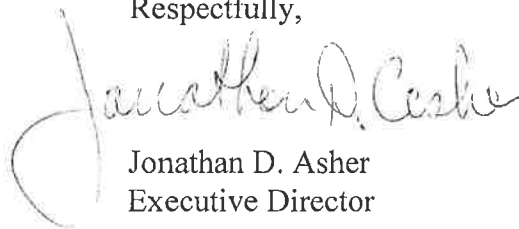
Dear Ms. Geyer,

Colorado Legal Services (CLS) understands it will receive funding from the City of Northglenn to help support and administer an existing, modest, but very significant, Landlord/Tenant Legal Services Pilot Program (Eviction Defense) in Adams and Broomfield Counties. The public purpose of this funding is to provide legal assistance to low-income households, to help prevent or mitigate the adverse familial and societal impacts of involuntary displacement and/or homelessness within Northglenn and throughout Adams and Broomfield Counties.

Upon receipt of such funds in the amount of \$ 12,000.00 per year for an initial term of two (2) years, CLS commits to use the funds as set forth in the Attached Intergovernmental Agreement. While not a party or signatory to the Intergovernmental Agreement, Northglenn agrees to be bound by the terms and conditions of the Agreement, and CLS agrees to treat and serve Northglenn as if it were a party and signatory to the Agreement. Northglenn affirms that it is not a signatory on the Agreement solely because of timing and in no way objects to nor opposes any of the terms and conditions set out in the Agreement.

If you have any questions or concerns with the commitments or the details for CLS's proposed use of the funds provided by Northglenn, please inform me at your earliest possible convenience. Thank you for your support of this important and innovative Pilot Project.

Respectfully,



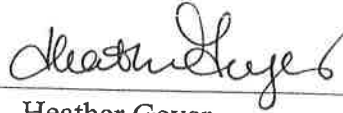
Jonathan D. Asher
Executive Director

JDA

Consent

The City of Northglenn hereby agrees to accept and be bound by the terms and conditions set out in the attached Intergovernmental Agreement.

Dated this 9th of May, 2019



Heather Geyer
City Manager
City of Northglenn

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-23
Series of 2021

Series of 2021

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO LEGAL SERVICES, THE CITIES OF WESTMINSTER, THORNTON, FEDERAL HEIGHTS, BRIGHTON, COMMERCE CITY, AURORA, NORTHGLENN, AND THE CITY AND COUNTY OF BROOMFIELD REGARDING CONTRIBUTIONS TOWARD CONTINUATION OF A LANDLORD/TENANT LEGAL SERVICES PROGRAM

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

Section 1. The Intergovernmental Agreement between Adams County, Colorado Legal Services, the cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City, Aurora, Northglenn, and the City and County of Broomfield, attached hereto as Exhibit 1, regarding contributions toward the continuation of a Landlord/Tenant Legal Services Program is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn, Colorado.

Section 2. Resolution No. 20-188, Series of 2020, is hereby repealed.

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 BETWEEN ADAMS COUNTY, COLORADO LEGAL SERVICES, THE CITIES OF WESTMINSTER, THORNTON, FEDERAL HEIGHTS, BRIGHTON, COMMERCE CITY, AURORA, NORTHGLENN, AND THE CITY AND COUNTY OF BROOMFIELD REGARDING CONTRIBUTIONS TOWARD CONTINUATION OF A LANDLORD/TENANT LEGAL SERVICES PROGRAM

The following Intergovernmental Agreement ("IGA") is made on this ___ day of _____, 202__, by and among Adams County, Colorado Legal Services, a Colorado Nonprofit Corporation ("CLS"), and the Cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City, Aurora, Northglenn, and the City and County of Broomfield (all parties with the exception of CLS may be collectively referred to as the "Contributing Members"):

WHEREAS, CLS and the Contributing Members entered into an IGA in 2018 to address the cost associated with the Landlord/Tenant Legal Services Pilot Program ("Program") as defined in the Attached Scope of Services, Exhibit "A" for a two-year period commencing in December 2018; and

WHEREAS, CLS and the Contributing Members desire to enter into an IGA for the Continuation of the Landlord/Tenant Legal Services Program for a two-year period commencing in December 2020; and

WHEREAS, the total annual cost for the Program is estimated to be somewhat over two hundred thousand dollars (\$200,000) (the "Annual Cost"); and

WHEREAS, the Contributing Members desire to fund the vast majority of the cost of the Program for an additional term of two years with the additional funding needed to cover the Annual Cost provided by CLS; and

WHEREAS, the Contributing Members desire that the proportionate funding set forth herein in Exhibit "B" be committed to pay the cost of the Program.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. The term of this IGA shall be the second two-year term of the Program.
2. The Contributing Members agree to pay funds in accordance with Exhibit "B" upon receipt of an invoice directly to CLS no later than February 28, 2021 and then again no later than February 28, 2022. In the event actual Program cost is less than the Annual Cost, the Parties agree that the excess funds will be refunded to the Contributing Members based upon the proportionate share of their contributions.
3. CLS is an independent contractor responsible for management of the Program and

its employees. Contributing Members will have no direct oversight of the work performed under the Program.

4. Recitals Incorporated. The recitals set forth above are incorporated into this IGA, and shall be deemed terms and provisions hereof, to the same extent as if fully set forth in this section.

5. Integration and Amendment. This IGA represents the entire agreement between the Parties with regard to the subject matter of this agreement and there are no oral or collateral agreements or understandings. This IGA may be amended only by an instrument in writing signed by all the Parties. If any provision of this IGA is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this IGA shall continue in full force and effect.

6. Nothing herein shall be deemed or construed as a waiver of the monetary limitations, or any other rights, immunities, and protections provided to the Contributing Members pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et. seq.* as may be amended.

7. All payments of the Contributing Members under this Agreement are subject to annual appropriation of funds by their governing bodies. Therefore, nothing in this Agreement shall be deemed or construed as a multiple year fiscal obligation under the meaning of Colorado Constitution Article X, Section 20, also known as the TABOR Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this IGA to be executed as of the day and year first above written.

ADAMS COUNTY

By: _____
Chair, Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM:

COLORADO LEGAL SERVICES

By:

Date: _____

ATTEST:

APPROVED AS TO FORM:

CITY OF WESTMINSTER, COLORADO

By: _____
Donald M. Tripp, City Manager

Date: _____

ATTEST:

Michelle Parker, City Clerk

APPROVED AS TO LEGAL FORM:

David Frankel, City Attorney

CITY OF THORNTON, COLORADO

By: _____

Date: _____

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF FEDERAL HEIGHTS, COLORADO

By: _____
_____, Mayor

Date: _____

ATTEST:

Patti Lowell, CMC, City Clerk

APPROVED AS TO FORM:

William P. Hayashi, City Attorney

CITY OF BRIGHTON, COLORADO

By: _____
Philip Rodriguez, City Manager

Date: _____

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Jack D. Bajorek, City Attorney

CITY OF COMMERCE CITY, COLORADO

By: _____

Date: _____

ATTEST:

Laura Bauer, City Clerk

APPROVED AS TO FORM:

Robert Sheesley, City Attorney

CITY OF AURORA, COLORADO

By: _____
James M Twombly, City Manager

Date: _____

ATTEST:

Michael Lawson, Interim City Clerk

APPROVED AS TO FORM:

Tim Joyce, Assistant City Attorney

CITY OF NORTHGLENN, COLORADO

By: _____
Meredith Leighty, Mayor

Date: _____

ATTEST:

Johanna Small, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CITY AND COUNTY OF BROOMFIELD

By: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

City and County Attorney

Exhibit “A”

SCOPE OF SERVICES – LANDLORD/TENANT LEGAL SERVICES PROGRAM

December 10, 2020

Re: Letter of Commitment
Eviction Legal Defense
Continuation of Program Funding

Dear Contributing Local Governments,

Colorado Legal Services [CLS] understands it will receive funding pooled from your local governments to help support, administer and continue a modest, but very significant, Landlord/Tenant Legal Services Program. The public purpose of this donation is to provide legal assistance to low-income households, to help prevent or mitigate the adverse familial and societal impacts of involuntary displacement and/or homelessness within the contributing jurisdictions.

Upon receipt of such funds in the approximate amount of one hundred eighty four thousand dollars (\$184,000) per year for an additional term of two (2) years, CLS commits to use the funds as follows:

While referrals to other providers may be made for residents of any income level and donated funds may be used to represent clients with up to 250% of poverty through other providers, CLS will use the funds only to represent residents of the contributing jurisdiction earning up to 200% of the federal poverty guidelines, as revised each year by the federal government and implemented by the CLS Board of Directors, effective May 1, of each year.

- CLS will use the funds only to serve individuals in eviction and housing related matters.
- CLS will not use the funds to initiate or defend any cause of action or civil matter in which one of the local governments, or its housing authority, is an opposing party in an eviction action, but may use other funds to do so, if the professional responsibility of CLS staff to its clients require CLS staff to do so.
- CLS recognizes that while the initial attorney conducting intake may have contact with individuals who face actions initiated by the local governments or their housing authorities as their landlord, any referrals for or actual representation involving those entities will be provided by CLS attorneys currently representing ACHA tenants, or by other CLS attorneys not using donated Program funds, and these donated funds will not be used for client representation of local government or housing authority tenants who are currently receiving representation by CLS through other funding streams or sources. Receipt of these funds, however, in no way limits the ability of CLS to provide representation to local government or

housing authority tenants with non-Program staff paid from other funding streams or sources.

- The support and cooperation of the Chief Judge, judicial officers and staff of the Adams County Court being essential to the success of the Program, CLS recognizes the autonomy of the Adams County Court in overseeing any processes that affect or interact with the court, its personnel, or its space beyond client representation, and CLS will work collaboratively with the Chief Judge or his or her designee to receive guidance on any questions, procedures, or processes within the province, domain or the responsibility of the Adams County Court.
- CLS will provide the contributing local governments with data including the number and general demographics of the individuals served including the type of assistance provided, referrals made to any other legal service provider, and the outcomes of the legal representation provided. Data will be provided at least every three months until the donated funds are expended and a cumulative summary of all services provided through the Program, including a report of how the funds were spent, will be submitted at the conclusion of the Program.

CLS will use these funds for any of the following categories of expenditure:; salary and benefits for an Adams County attorney to serve as the lead attorney for this continuing program who will provide the major portion of the legal representation in this Program; salary and benefits for a paralegal, who will work under the direction of the Program attorney; a portion of another CLS attorney's time, salary and benefits; and, a portion of the salary and benefits for the supervision and support of the Program staff funded herein (attorney, paralegal, and part of a second attorney's time). It is understood and agreed that the portion of the second attorney's time, and the supervisor's time attributable to this Program, will not be for cases involving any of the local government entities identified herein. The supervisory attorney, however, may represent current and future tenant in matters in dispute with local governments or housing authorities, but will do so only with other funds and will strictly account for his/her time accordingly; and any agreed upon administrative fees for volunteer attorneys, or the payment for legal representation by any non-volunteer attorney to whom cases are referred or assigned by CLS staff to an attorney or partner agency providing services by fee for service contract or other reasonable arrangement for reimbursement for the legal assistance or representation of clients.

CLS will use these funds to provide landlord-tenant legal clinics and to serve and represent clients in landlord-tenant and other housing disputes.

CLS will continue to employ a lawyer with relevant experience to oversee the Program expeditiously and efficiently. The paralegal will usually, but may not always, be the first point of contact and will screen potential applicants for services and cases, provide direct on-site advice and may provide actual representation in cases as decided by the lead attorney, in consultation with the supervising attorney(s) as appropriate. These funds and/or other CLS resources also may be used to hire one or more paralegals or other professionals deemed necessary and appropriate to perform non-representational functions in a manner that maximizes the availability of attorney

resources to increase the number of clients who may be served through the Program.

The lead attorney will also refer cases to the appropriate legal or non-legal agencies for assistance. For example:

-While the Adams County Court has established systems for facilitating, recommending procedures, or requiring mediation, the Program staff or volunteers may make additional or earlier referrals for mediation where such referrals do not conflict with the systems, procedures, or orders of the Adams County Court and are in the best interest of the tenant.

-Simpler cases that would still benefit from representation may be referred to the volunteer lawyers participating in the Colorado Poverty Law Project or to supervised clinical law students attending either of the two Colorado law schools.

CLS may, but will not necessarily, include additional volunteer and/or compensated (at a reduced fee) legal services to be provided by the clinical program at the University of Denver Sturm College of Law, and/or the Colorado Poverty Law Project.

CLS recognizes that additional costs and staff and resources may be required to effectively continue the Program. CLS accepts the responsibility for any additional costs and resources it determines necessary to effectively implement the Program.

CLS guarantees that it will staff each of the two identified office locations, Irving Street Library in Westminster and Adams County Justice Center, when the facilities are open and when possible, at least ten hours per week.

CLS will continue the Program for an additional 24 months. CLS will cooperate with any request for information or data, within CLS's ability, related to any local government effort or processes of the contributing local governments required to secure additional funds necessary to extend the legal assistance and representation available to lower income tenants in the contributing jurisdictions beyond the initial Program.

Jonathan D. Asher
Executive Director
Colorado Legal Services

Exhibit "B"

Schedule of annual contributions for each jurisdiction

	2021 - 2022 Annual Financial Commitment per Year
Adams County	\$50,000
Aurora	\$15,000
Thornton	\$20,000
Federal Heights	\$15,000
Brighton	\$12,000
Commerce City	\$15,000
Westminster	\$30,000
Northglenn	\$12,000
Broomfield	\$15,000

Total: \$184,000