PLANNING & DEVELOPMENT MEMORANDUM
#10-2019

DATE: January 28, 2019

TO: Honorable Mayor Carol Dodge and City Council Members

THROUGH: Heather Geyer, City Manager

FROM: Brook Svoboda, Director of Planning & Development BS

SUBJECT: Colorado Legal Service Pilot Program

PURPOSE

To provide Council and overview of the Colorado Legal Service (CLS) Pilot program and seek direction on whether there is interest in participating in the program.

BACKGROUND

CLS is a non-profit organization who provides legal services for low-income individuals including seniors. The scope of their services includes the following:

- Landlord/tenant, debtor claims, domestic violence restraining orders, domestic relations, public benefits, and senior law issues.
- Various CLS offices around the state include several small rural offices, a larger Denver office, a Boulder branch, and Greeley + Ft Collins offices.
- Currently, Adams County and Jefferson County residents are served by the CLS office in Denver located at 1905 Sherman #400, Denver.

In May of 2018, CLS requested financial support for a two-year pilot program that would serve Adams and Broomfield County residents out of two locations – the Irving Street Library in Westminster and the Adams County Justice Center. At the time of the request, the Northglenn's City Manager's Office was in transition and as a result the request to participate was not brought forward for Council's consideration. An IGA was executed, Attachment 1, with surrounding communities to fund the two year program. Northglenn's pro-rata share was absorbed by the participating communities.

CLS's goals was to establish new offices that would serve Adams and Broomfield County with the primary purpose of serving income qualified residents in landlord tenant issues. The project idea grew out of concerns related to abusive practices by landlords toward mobile home tenants. Attachment 2, provides a breakdown by zip code of the number cases in Adams County. It is important to note that the information does not aggregate down to the local community; therefore, the number of cases reflected in any one community is not necessarily the actual number of cases for that community. Under the IGA, CLS has committed to provide more accurate data as it relates to specific communities rather than by County. The pilot program would provide a lead attorney, a portion of another attorney's time, and a paralegal (pilot program staff) as well as supervisory support of the pilot program staff. CLS may use volunteer and/or reduced fee legal services provided by the clinical program at the University of Denver School of Law and/or the Colorado Poverty Law Project.

STAFF RECOMMENDATION
Staff is seeking direction from Council on whether or not they would like to participate.

BUDGET/TIME IMPLICATIONS
The City's previous two-year contribution was estimated to be around $15,000.00. Staff is in the process of trying to confirm what the City's contribution would be moving forward.

STAFF REFERENCE
If Council members have any comments or questions they may contact:
Brook Svoboda, Director of Planning & Development, bsvoboda@northglenn.org, 303.450.8937.

ATTACHMENTS
1. Executed IGA
2. CLS Pilot Program Matrix

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

The following Intergovernmental Agreement ("IGA") is made on this ___day of _____, 2018, 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, 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 desire to enter into this IGA to address the cost associated with the Landlord/Tenant Legal Services Pilot Program ("Pilot Program") as defined in the Attached Scope of Services, Exhibit "A"; and

WHEREAS, the total annual cost for Pilot Program is estimated to be one hundred eighty two thousand dollars ($182,000) (the "Annual Cost"); and

WHEREAS, the Contributing Members desire to fund the Pilot Program for an initial term of two years; and

WHEREAS, the Contributing Members desire that the proportionate contributions set forth herein in Exhibit "B" be committed to pay the cost of the Pilot Program; and

WHEREAS, in the event actual Pilot Program cost is less than the Annual Cost, the Parties agree that the excess funds be refunded to the Contributing Members based upon the proportionate share of their contributions.

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 two-year term of the Pilot Project.

2. The Contributing Members agree to pay funds in accordance with Exhibit "B" directly to CLS no later than November 1, 2018 and then again no later than November 1, 2019.

3. CLS is an independent contractor responsible for management of the Pilot Project and its employees. Contributing Members will have no direct oversight of the work performed under the Pilot Project.

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: 10/16/18

ATTEST:

_____

APPROVED AS TO FORM:

_____

COLORADO LEGAL SERVICES

Jonathan D. Asher

By: Jonathan D. Asher, Executive Director

Date: 12/6/18

ATTEST:

Sharon Williams, Executive Assistant

APPROVED AS TO FORM:

CITY OF WESTMINSTER, COLORADO

By: _____
Donald M. Tripp, City Manager

Date: 10.9.18

ATTEST:

_____
Michelle Parker, City Clerk

APPROVED AS TO LEGAL FORM:

_____
David Frankel, City Attorney

CITY OF THORNTON, COLORADO

By: Joyce Hunt, Acting
Kevin S. Woods, City Manager

Date: 10-23-18

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

Luis A. Corchado, City Attorney

CITY OF FEDERAL HEIGHTS, COLORADO

By: _____
Daniel Dick, Mayor

Date: 2/16/18

ATTEST:

_____
Patti Lowell, CMC, City Clerk

APPROVED AS TO FORM:

_____
William E. Hayashi, City Attorney

CITY OF BRIGHTON, COLORADO

By: _____
Philip Rodriguez, City Manager

Date: 11/19/2018

ATTEST:

_____
Natalie Hoel, City Clerk

APPROVED AS TO FORM:

_____
Jack D. Bajorek, City Attorney

CITY OF AURORA, COLORADO

By: _____
James M Twomby, City Manager

Date: 11-16-18

ATTEST:

_____
Michael Lawson, Interim City Clerk

APPROVED AS TO FORM:

_____
Tim Joyce, Assistant City Attorney

CITY OF COMMERCE CITY, COLORADO

By: _____

Date: 10-1-18

ATTEST:

_____
Laura Bauer, City Clerk

SEAL

APPROVED AS TO FORM:

_____
Robert Sheesley, City Attorney

CITY AND COUNTY OF BROOMFIELD

By: _____
Mayor

Date: October 23, 2018

ATTEST:

_____
City and County Clerk / Deputy

CITY & COUNTY of BROOMFIELD SEAL COLORADO

APPROVED AS TO FORM:

_____
City and County Attorney

Exhibit "A"

SCOPE OF SERVICES – LANDLORD/TENANT LEGAL SERVICES PILOT PROGRAM

August 6, 2018

Re: Letter of Commitment
Eviction Legal Defense
Pilot Program Donation

Dear Contributing Local Governments,

Colorado Legal Services [CLS] understands it will receive donations pooled from your local governments and foundations to support and administer a modest, but very significant, Landlord/Tenant Legal Services Pilot 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 two thousand dollars ($182,000) per year for an initial term of two (2) years, CLS commits to use the donated 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-related matters.
- CLS will not use the funds to initiate or defend any cause of action or civil matterin 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 Pilot Project 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 this donation, however, in no way limits the ability of CLS to provide representation to local government or housing authority tenants with non-Project 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 Pilot Project, 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 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 and foundations with data including the number and general demographics of the individuals served, 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 Pilot Project will be submitted at the conclusion of the Pilot Project.

CLS will use the donated funds for any of the following categories of expenditure:, salary and benefits for an Adams County pilot attorney to serve as the lead attorney for this pilot program who will provide the major portion of the legal representation in this project; salary and benefits for a paralegal, who will work under the direction of the pilot 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 pilot 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 pilot, 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 donated funds to provide landlord-tenant legal clinics and to serve and represent clients in landlord-tenant disputes.

CLS will seek to assign and, if necessary, recruit and hire a lawyer with relevant experience who can implement the Pilot Project 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. The donated 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 clients who may be served through the Pilot Project.

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 Pilot Project 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 and 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 staff and resources may be required to effectively implement the Pilot Project. CLS accepts the responsibility for any additional resources it determines necessary to effectively implement the Pilot Project.

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

CLS will make all good faith efforts to launch the Pilot Project as soon as possible, hopefully, no later than the end of October, 2018 with the Pilot Project running for 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 Pilot Program. CLS will not, however, create and distribute reports particular to each jurisdiction. Reports regarding work provided under the Pilot Project will represent all work provided under the Project.

Exhibit "B"

Schedule of annual contributions for each jurisdiction

	Allocation of Costs
Adams County	$50,000 committed
Aurora	$25,000 committed
Thornton	$20,000 committed
Federal Heights	$15,000 committed
Brighton	$12,000 committed
Commerce City	$15,000 committed
Westminster	$30,000 committed
Broomfield	$15,000 committed

Total: $182,000

ATTACHMENT 2

CLS Pilot Program Matrix

	Contact(s)	County(ies)	Population	Population Under the Poverty Line	CLS Closed Housing Cases by Zip Code	Citizens Served by CLS	Forcible Entry and Detainer (FED) filings per county *Note: not all FED actions are evictions, but they are probably 99% of the FED actions*
Adams County	County Commissioner, Steve O'Dorisio County Manager, Ray Gonzales	Adams	503,000	12% (60,360)	80022 (16) 80102 (3) 80136 (1) 80137 (1) 80221 (16)	2017 687 total cases closed (180 housing cases)	FY2017 6,523 FY2016 6,301
Aurora	Interim City Manager, Jason Batchelor Homelessness Program Director, Shelley McKittrick	Adams/ Arapahoe	361,000	15% (54,150)	80019 (3) 80040 80042 80045		
Thornton	City Manager, Kevin Woods Joyce Hunt, Assistant City Manager	Adams	137,000	8% (10,960)	80023 80229 (14) 80233 (12) 80234 (10) 80241 (4) 80260 (28) 80602 (2) 80614 80640 (1)		
Northglenn	Brook Svoboda, Director, Planning and Development Department	Adams	39,000	12% (4,680)	80229 (14) 80233 (12) 80234 (10) 80241 (4) 80260 (28) 80603		
Federal Heights	City Manager, Jacqueline Halburnt	Adams	12,000	21% (2,520)	80260 (28)		
Brighton	City Manager, Philip Rodriguez Alisha Janes, Special Assistant to the City Manager	Adams	38,000	11% (4,180)	80601 (9) 80602 (2)		
Commerce City	City Manager, Brian McBroom Deputy City Manager, Troy Smith	Adams	52,000	13%	80022 (16) 80037		

Westminster	Don Tripp, City Manager Dave Frankel, City Attorney Chris Lindsey, Policy & Budget Manager Kodi Blue Erb, Executive Administrator	Adams/ Jefferson	114,000	9% (10,260)	80030 (11) 80031 (9) 80035 80036		
Broomfield	City Manager, Charles Ozaki Kevin Standbridge, Deputy City Manager	Broomfield	68,000	5% (3,400)	80020 80021 80023 80038	2017 13 total (3 housing)	FY2017 592 FY2016 537
Jefferson County	County Manager, Don Davis Eric Butler, Deputy County Attorney	Jefferson	574,000	7% (40,000)		2017 521 total (142 housing)	FY2017 4,201 FY2016 3,531
Edgewater	City Manager, HJ Stalf	Jefferson	5,000	20% (1,000)			
Golden	City Manager, Jason Slowinski	Jefferson	21,000	18% (3,780)			
Lakewood*	City Manager, Kathy Hodgson	Jefferson					
Arvada**	City Manager, Mark Deven	Adams/ Jefferson					
Wheat Ridge**	City Manager, Patrick Goff	Jefferson					

* Lakewood is undecided at this time
** Arvada and Wheat Ridge are not interest at this time