

**CITY MANAGER’S OFFICE MEMORANDUM
#39-2024**

DATE: Nov. 18, 2024

TO: Honorable Mayor Meredith Leighty and City Council Members

FROM: Heather Geyer, City Manager *hmg*
Jessica Hulse, Crisis Response Unit Program Manager

SUBJECT: CR-175 – Colorado Legal Services Landlord/Tenant Legal Services IGA Renewal

PURPOSE

To consider CR-175, a resolution approving the Colorado Legal Services (CLS) landlord/tenant legal services IGA renewal for 2025 – 2026.

BACKGROUND

CLS is a non-profit organization that provides legal services to seniors and individuals with low incomes. Their services include landlord/tenant issues, debtor claims, domestic violence restraining orders, domestic relations, public benefits, and senior issues. The purpose of the initial pilot program was to provide legal assistance to households with low incomes, to help prevent or mitigate the adverse familial and societal impacts of involuntary displacement and/or homelessness within the contributing jurisdictions.

CLS requested the same partner commitments agreed upon in 2023 -2024 listed below:

Partner	2023-2024 Commitment	2025-2026 Commitment
Adams County	\$37,000	\$37,000
Aurora	\$25,000	\$25,000
Brighton	\$12,000	\$12,000
Broomfield	\$7,000	\$7,000
Commerce City	\$22,000	\$22,000
Federal Heights	\$11,000	\$11,000
Northglenn	\$20,000	\$20,000
Thornton	\$25,000	\$25,000
Westminster	\$31,000	\$31,000
Total	\$190,000	\$190,000

BUDGET/TIME IMPLICATIONS

Overall program funding commitments from local jurisdictions total \$190,000. If the IGA is renewed, the City’s funding commitment would be \$20,000 annually, subject to annual budget appropriation.

STAFF RECOMMENDATION

Staff recommends approval of CR-175, a resolution that, if approved, would renew the Colorado Legal Services Landlord/Tenant Legal Services IGA for 2025-2026 and authorize the Mayor to sign the IGA.

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 Adams and Broomfield – Landlord/Tenant Legal Services 3rd Quarter 2024 Report
2. Adams and Broomfield Eviction Clinic Fact Sheet

CR-175 – Colorado Legal Services Land/lord Tenant Legal Services IGA Renewal



Adams and Broomfield – Landlord/Tenant Legal Services 3rd Quarter 2024

NARRATIVE – 1ST QUARTER

Successes & Challenges

Meeting with Courtroom Navigator Program: We aired frustration with the courtroom navigator program. The navigator is not an attorney but leads "facilitated discussions" between pro se landlords and tenants. The stipulations reach typically do not favor tenants. We opened lines of communication for further discussions regarding these issues with the program administrator. One of their representatives attended a recent ERAP meeting and will continue to attend in the future. I'm hopeful more communication will foster a better working relationship that benefits our clients.

Outreach

The clinic attorney gave a Warranty of Habitability Training at Montview Elementary in Aurora to tenants who had just been locked out of a property that was condemned by the city of Aurora. The property is known as the Nome St. Apartments. They had major habitability issues including infestation (bed bugs, mice, and roaches), lack of hot water, and lack of garbage pickup among other issues. Helped provide former tenants regarding their rights under WOH and taught them steps in perfecting notice and requesting hotel accommodations.

Additional general outreach was provided throughout the community on:

July: 27

Aug: 47

Sept: 26

Participant Success Story

Client Story #1

This quarter CLS staff helped a Spanish speaking client who is a DV survivor. Her landlord is her abuser's son. Her abuser has an open criminal case against him with her as the protected party. Her abuser moved out and the son was evicting her in retaliation. She was set for trial and the clinic attorney successfully argued a Motion to Dismiss for a Defective notice. This is the second time which they have represented her at trial and won.

Client Story #2

Clinic staff assisted a 76-year-old client who is blind in one eye and receives SSDI. She had a majorly defective notice from her landlord. They helped her with the Answer and filed a Motion to dismiss on the defective notice. They were ready to argue this issue in a contested court hearing. The landlord showed up late to trial and the case was dismissed. She was very happy CLS was there and ready to stand up with her for trial. She would have been evicted with nowhere to go without our help.

Client Story #3

Clinic staff also assisted a 71 year old client who owns a mobile home. The attorney and paralegal helped her understand her legal options. She decided on a 14 day stipulation. The staff completed a referral for rental assistance and helped her with completing her application and satisfying the stipulation. The client is not technologically savvy and needed a lot of help. She would not have understood the court process or been able to satisfy the stipulation without the help of CLS staff.

Programmatic Changes or Updates

Cynthia Chan continues as acting Assistant Supervising Attorney for the Adams and Broomfield program. She works alongside Alexia Clinton to help serve the residents of Adams and Broomfield counties.

Households and Municipalities Served

Closed households (51) served (this reporting period)

Adams - 1

Aurora - 9

Brighton - 4

Broomfield - 4

Commerce City – 8

Denver - 3

Federal Heights - 1

Henderson - 0

Northglenn - 1

Thornton - 6

Westminster – 2

Missing - 0

Miscellaneous Household Data

Number of households that have a person 62+ - 7

Number of households living in subsidized or public housing – 10

Number of households living in private housing - 22

Number of mobile home households - 6

Number of households with a person with a disability – 16

Number of households with a victim of domestic violence - 14

Number of children (under 18) living in household – 101

Race and Ethnicity (Closed Cases Only Reporting Period)

White – 10

Black - 3

Asian - 1

American Indian/Alaska Native - 0

Native Hawaiian - 0

Hispanic or Latino - 20

Other or multi-race - 4

Open and Closed Cases (Reporting Period)

Closed Cases – 38

*These clients were provided legal education, brief legal services, or extended legal services.

Open Cases – 35

*These cases are still open and receiving CLS services. The final report at the end of the year will contain legal services information for all open and closed cases in



FACT SHEET

Adams & Broomfield Eviction Clinic

- Over 950 households served keeping at least 2,400 individuals housed.
- Through CLS advocacy, \$950,000 in emergency rental assistance payments provided to clients.



BACKGROUND

In late 2018 Adams County, the City and County of Broomfield, and the Cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City, Aurora, and Northglenn collaborated to fund Colorado Legal Services (CLS) to create an eviction defense and housing assistance Legal Services Pilot Project.

The purpose of the Pilot Program was and continues to be 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.” CLS received continued funding for the Program in both 2021 through 2024.

CLS is requesting continued funding and support from IGA members to continue the Eviction Legal Clinic through December 2026.

OBJECTIVES

Reduce preventable evictions through the provision of high-quality legal services.

Mitigate eviction-related consequences for tenants by providing quality legal services and advocacy.

Connect tenants with community resources that will assist them with rental assistance and other resources that will help them stay housed.

PROGRAM PURPOSE

Provide onsite legal education and services at the Adams County Courthouse. Services include legal education and information, advice, and representation from CLS paralegals and attorneys. CLS staff also work with community partners to provide outreach and legal education.

THE CLINIC MAKES AN IMPACT

A 71-year-old client owned a mobile home and received a notice of eviction. CLS staff helped her understand the process and her options for receiving help. The CLS attorney successfully advocated for a 14-day stipulation, so she had more time. CLS staff made a referral for rental assistance and helped her complete an application so she could pay her past due rent. This client was not technologically savvy and needed a lot of help. Without CLS she would not have understood the court process or been able to satisfy the stipulation for past due rent. She is now compliant with her payments.

An individual came to Adams County clinic on the day of his trial without an attorney. The individual had not spoken to anyone from CLS prior to his trial date but had prepared to go to trial. The individual wanted to move but just needed more time. The CLS attorney spoke to the individual about his goals, legal rights, trial, and the collateral consequences of an eviction. He was a father and married with 4 kids and did not want to have an eviction on his record. The CLS attorney was able to negotiate a move out agreement with opposing counsel right before trial. The CLS client was able to sign a stipulation which gave him the time he needed to move his family and avoided an eviction on his record.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-175
Series of 2024

Series of 2024

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 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.

DATED at Northglenn, Colorado, this ____ day of _____, 2024.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, MMC
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 A LANDLORD/TENANT LEGAL SERVICES PROGRAM

The following Intergovernmental Agreement ("IGA") is made on this 18th day of November, 2024, 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 desire to enter into this IGA to address the cost associated with the Landlord/Tenant Legal Services Program ("Program") as defined in the Attached Scope of Services, Exhibit "A"; and

WHEREAS, the total annual cost for the Program is estimated to be somewhat over two hundred twenty thousand dollars (\$220,000) (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; 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; and

WHEREAS, in the event actual 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 second two-year term of the Program.
2. The Contributing Members agree to pay funds in accordance with Exhibit "B" directly to CLS no later than June 30, 2025 and then again no later than June 30, 2026.
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:

CITY OF THORNTON, COLORADO

By: _____

Date: _____

ATTEST:

Nancy Vincent, City Clerk

APPROVED AS TO FORM:
Luis Corchado, City Attorney

_____, Deputy City Attorney

CITY OF FEDERAL HEIGHTS, COLORADO

By: _____

By:

_____ Date: _____

_____, Mayor

_____ Date: _____

ATTEST:

Patti Lowell, CMC, City Clerk

APPROVED AS TO FORM:

William P. Hayashi, City Attorney

CITY OF BRIGHTON, COLORADO

By: _____
Michael Martinez, City Manager

Date: _____

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Jack D. Bajorek, City Attorney

CITY OF AURORA, COLORADO

By: _____
Jason Batchelor, Interim 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

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

COLORADO LEGAL SERVICES

By: Matthew Baca, Executive Director

Date: _____

ATTEST:

APPROVED AS TO FORM:

Exhibit “A”

SCOPE OF SERVICES – LANDLORD/TENANT LEGAL SERVICES PROGRAM

November 18, 2024

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 the Adams and Broomfield Counties 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 ninety thousand dollars (\$190,000) 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, 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 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, other legal aid provider, 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 and/or other legal aid provider.

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 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. CLS may but need not, however, create and distribute reports particular to each jurisdiction. Reports regarding work provided under the Program most often will represent all work provided under the Program.

Matthew Baca
Executive Director
Colorado Legal Services

EXHIBIT “B”

Schedule of Annual Contributions for Each Jurisdiction

Partner	2025-2026 Commitment
Adams County	\$37,000
Aurora	\$25,000
Brighton	\$12,000
Broomfield	\$7,000
Commerce City	\$22,000
Federal Heights	\$11,000
Northglenn	\$20,000
Thornton	\$25,000
Westminster	\$31,000
Total	\$190,000