

MEMORANDUM OF UNDERSTANDING AMONG THE ADAMS COUNTY FOUNDATION, COLORADO LEGAL SERVICES, THE CITIES OF WESTMINSTER, THORNTON, NORTHGLENN, 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 Memorandum of Understanding ("MOU") is made on this ____ day of _____, 2018, by and among the Adams County Foundation, Colorado Legal Services, a Colorado Nonprofit Corporation ("CLS") and the Cities of Westminster, Thornton, Northglenn, 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 MOU 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 their contributions.

TERMS

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

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

2. Integration and Amendment. This MOU 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 MOU may be amended only by an instrument in writing signed by the Parties. If any provision of this MOU is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this MOU shall continue in full force and effect.

3. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Parties may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

4. All payments under this Agreement are subject to annual appropriation of the funds. 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 MOU to be executed as of the day and year first above written.

DRAFT

ADAMS COUNTY FOUNDATION

By: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

DRAFT

COLORADO LEGAL SERVICES

By:

Date: _____

ATTEST:

APPROVED AS TO FORM:

DRAFT

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

DRAFT

CITY OF THORNTON, COLORADO

By: _____

Date: _____

ATTEST:

Nancy Vincent, City Clerk

APPROVED AS TO FORM:
Luis Corchado, City Attorney

_____, Deputy City Attorney

DRAFT

CITY OF NORTHGLENN, COLORADO

By: _____
Joyce Downing, Mayor

Date: _____

ATTEST:

Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

DRAFT

CITY OF FEDERAL HEIGHTS, COLORADO

By: _____
_____, Mayor

Date: _____

ATTEST:

Patti Lowell, CMC, City Clerk

APPROVED AS TO FORM:

William P. Hayashi, City Attorney

DRAFT

CITY OF BRIGHTON, COLORADO

By: _____

Philip Rodriguez, City Manager

Date: _____

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Jack Bajorek, City Attorney

DRAFT

CITY OF COMMERCE CITY, COLORADO

By: _____

Date: _____

ATTEST:

Laura Bauer, City Clerk

APPROVED AS TO FORM:

Robert Sheesley, City Attorney

DRAFT

CITY OF AURORA, COLORADO

By: _____

Date: _____

ATTEST:

Janice Napper, City Clerk

APPROVED AS TO FORM:
Michael J. Hyman, City Attorney

Assistant City Attorney

CITY AND COUNTY OF BROOMFIELD

By: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

City and County Attorney

DRAFT

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 matter involving the contributing local governments, 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 Adams County Housing Authority (ACHA) as their landlord, any referrals for or actual representation involving ACHA 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 ACHA 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 ACHA 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 for a lead attorney to serve as project director who may provide a portion of the legal representation; salary for a paralegal; possibly a portion of another CLS's attorney time and salary; a modest portion of the funds for the supervision and support of that lead attorney, the supervisory attorney, however, may represent current and future tenant in matters in dispute with ACHA, 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 lead attorney 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 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.

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
Northglenn	TBD
Federal Heights	\$15,000 committed
Brighton	\$12,000 proposed (pending Council confirmation)
Commerce City	\$15,000 committed
Westminster	\$30,000 committed
Broomfield	\$15,000 committed

Total: \$182,000

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