



AGENDA

Housing, Neighborhood Services and Redevelopment Policy Committee

Thursday, January 28, 2021, 8:30 a.m.

VIRTUAL MEETING

City of Aurora, Colorado

15151 E Alameda Parkway

Public Participation Dialing Instructions

Dial Access Number: 1.408.418.9388 | Access code: 146 960 5367

Council Member Nicole Johnston, Chair

Council Member Alison Coombs, Vice Chair

Council Member Marsha Berzins

The Housing, Neighborhood Services and Redevelopment Policy Committee's goal is to:

- Maintain high quality neighborhoods with a balanced housing stock by enforcing standards, in relation to new residential development, and considering new tools to promote sustainable infill development;
- Plan for redevelopment of strategic areas, including working with developers and landowners, to leverage external resources and create public-private partnerships

Pages

1. Call to Order

2. Approval of Minutes

2.a. December 8, 2020

1

3. Announcements

4. New Items

- 4.a. **A Resolution Of The City Council Of The City Of Aurora, Colorado, Expressing The Aurora City Council’s Support For The Intergovernmental Agreement Between Adams County, Colorado Legal Services, The City Of Aurora, Thornton, Federal Heights, Brighton, Comm** 6

Jessica Prosser, Director of Housing and Community Services / Tim Joyce,
Assistant City Attorney

- 4.b. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT FOR THE 2021 FUNDING OF AURORA COMPREHENSIVE COMMUNITY MENTAL HEALTH CENTER, INC.’S HOMELESSNESS PREVENTION AND ASSISTANCE PROGRAMS** 46

Jessica Prosser, Director of Housing and Community Services / Tim Joyce,
Assistant City Attorney

- 4.c. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO FUND THE COMITIS CRISIS CENTER, INC. FOR THE YEAR 2021 USING MARIJUANA SALES TAX FUNDS** 68

Jessica Prosser, Director of Housing and Community Services / Tim Joyce,
Assistant City Attorney

- 4.d. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AWARD CITY FUNDING FROM THE CITY’S HOMELESS PROGRAM TO THE AURORA FLEXIBLE HOUSING FUND PROGRAM FOR 2021 AT THE CURRENT FUNDING LEVELS** 90

Lana Dalton, LCSW- Homelessness Programs Manager/ Tim Joyce- Assistant
City Attorney

5. Miscellaneous Matters for Reconsideration

- a. Housing Strategy Update
- b. Updates from Community Members

6. Adjournment

6.a. Next Meeting: Thursday, February 4, 2021 at 8:30 A.M.

HOUSING, NEIGHBORHOOD SERVICES & REDEVELOPMENT POLICY COMMITTEE
December 8, 2020

Members Present: *Council Member, Chair Crystal Murillo*
Council Member, Vice-Chair Francoise Bergan
Council Member, Alison Coombs

Others Present: George Adams, Andrea Amonick, Lana Dalton, Liz Fuselier, Lindsay Hammond, Karen Hancock, Chance Horiuchi, Tim Joyce, Daniel Krzyzanowski, Signy Mikita, Mindy Parnes, Jessica Prosser, Melissa Rogers, Melinda Townsend, Roberto Venegas, Sandra Youngman, Cecilia Zapata

WELCOME AND INTRODUCTIONS

Council Member Murillo welcomed everyone to the meeting.

MINUTES

The Committee unanimously approved the November 12, 2020 meeting minutes.

ANNOUNCEMENTS

Jessica Prosser, director of Housing and Community Services announced and introduced Lana Dalton, the City’s new Homeless Program-Manager.

NEW ITEMS

RESOLUTION TO TEMPORARILY SUSPEND ENFORCEMENT OF CITY CODE SECTION 46-4.6.3.B.4 AT 3293 OAKLAND STREET

Summary of Issue and Discussion

As COVID-19 has continued to impact Aurora, assistance and protective measures for those most vulnerable in our community have continued. As we move into colder months, our population of people experiencing homelessness with a need for shelter will increase, thus increasing public health concerns. Aurora is also seeing an increase in encampments and people living in their cars. This is a public health issue and the City is working with partners to identify additional sheltering space to accommodate the need. Additional shelter space would be funded with County CARES funds through the end of the year and then HUD Emergency Solutions Grant (ESG-CV) funds starting in January. Eligible activities for ESG-CV include: Emergency shelter, housing stability, homelessness prevention, rapid re-housing, whole family health and wellness and support for Homeless Management Information Systems (HMIS).

Jessica Prosser presented the resolution to allow “Safe Parking” (sleeping in vehicles) exclusively at the 3293 Oakland Street shelter.

Questions/Comments – CM Bergan and CM Murillo asked for clarification about the end date of the resolution. Jessica responded that it coincides with either the end date of the Disaster Declaration and/or the end of the lease and operations at 3293 Oakland St., April 30, 2021. However, after the meeting, Assistant City Attorney Tim Joyce clarified by email, “the duration of the regulation proposed can only be as long as there is a disaster declaration by the City. A disaster declaration allows the City Manager to promulgate regulation necessary to protect life and property and preserve critical resources. Once the disaster declaration is terminated all the promulgated regulations will terminate.”

Outcome – The Committee unanimously agreed to move the Resolution to study session consent.

HOUSING, NEIGHBORHOOD SERVICES AND REDEVELOPMENT POLICY COMMITTEE REVIEW OF SCOPE AND NAME

Summary of Issue and Discussion

The Neighborhood Services department finalized a reorganization and department name change on June 1, 2020. The department is now named Housing and Community Services.

On August 5, 2020, the Housing, Neighborhood Services and Redevelopment Policy Committee members reviewed the current Council Rules which define the Housing, Neighborhood Services and Redevelopment Committee as follows:

Housing, Neighborhood Services and Redevelopment Committee

The Housing, Neighborhood Services and Redevelopment Committee shall recommend objectives and Initiatives in the following areas:

1. Neighborhood stability and code enforcement
 - a. City housing and animal codes
 - b. Policies and procedures of code enforcement
2. Incentives for redevelopment
3. Urban Renewal projects
 - a. Redevelopment policies
 - b. Economic development and business/Chamber groups (urban renewal)
4. Community housing needs
 - a. Community development programs (including housing counseling and homelessness prevention programs)
 - b. Programs to address the foreclosure issue (including vacant property registration and the Neighborhood Stabilization Program)
5. Programs to strengthen and enhance neighborhood organizations and address neighborhood and business community issues including:
 - a. Neighborhood liaison programs, including the Neighborhood Fence Replacement Program
 - b. Graffiti
 - c. Citizens' Code Enforcement Academy
 - d. Learn about Aurora, Neighbor to Neighbor roundtables, and the Neighborhood Referral Program
6. Annual reports from the following boards and commissions:
 - a. Aurora Housing Authority
 - b. Building Code, Contractors Appeals & Standards Board

After discussion, the Committee agreed to defer to the Rules Committee for review of the Housing, Neighborhood Services and Redevelopment Policy Committee scope and possible name change. The Housing, Neighborhood Services and Redevelopment Policy Committee members deferred to the Rules Committee to review the committee's scope to assure it falls in line with the direction of the Committee. The Rules Committee was not able to accommodate the request in a timely manner, and therefore it was agreed to return the agenda item to the Housing, Neighborhood Services and Redevelopment Policy Committee for review. After review of the item on October 7, 2020, the Committee requested staff's support in identifying what the Committee is about, how they operate, and what the goals should be. Staff was to communicate via email with the Committee during the next month, and before the next committee meeting, especially when talking about specific text for the goals. A short presentation was to be given by staff at the next committee meeting

At the November 12, 2020 Housing, Neighborhood Services and Redevelopment Policy Committee meeting, CM Murillo reminded staff of the pending item and requested to have the item placed on the December meeting agenda.

In early December, Jessica convened staff from several departments to discuss the history, different objectives and initiatives associated with the policy committee. Staff discussed the best use of committee resources in light of the

fact many areas of overlap with other departments, committees, and boards. The conversation with staff focused on long-range redevelopment planning with an emphasis on community engagement. Staff also discussed quality-of-life areas such as waste hauling, animal services, etc. The group affirmed a focus on housing and the implementation of a housing strategy. These foci will need to be captured by any council sub-committee.

Questions/Comments – Andrea Amonick discussed the process for consideration of some overlapping matters (e.g. urban renewal projects) which bypass policy committees and are discussed by the AURA (the Aurora Urban Renewal Authority) Board. CM Coombs asked whether these discussions could be more focused within the committee, which is familiar with the topics and may be able to look more closely at topics pertaining to redevelopment than the Board in general. Andrea responded that the Board awaits two new members but is well-equipped to discuss redevelopment matters despite its large scope. Andrea detailed selections from the Board’s thirteen goals which are aligned with those of the Policy Committee and are generally considered by Council without intermediary consideration by sub-committees. CM Bergan indicated the over-arching goals of the Board and the Policy Committee have a lot of overlap. CM Coombs clarified her question as to whether AURA issues can be considered within the Policy committee for coordinating with policy objectives, she requested a review in light of the housing survey results. CM Murillo enumerated the factors that will likely need to resolve before moving forward in combining, restructuring, or otherwise finalizing changes to the name and scope of the Committee. CM Murillo further described hesitation with combining based on key distinctions between development of land and development of communities. CM Coombs circled back to the reason for the discussion of committee name arising from the change of name (from “Neighborhood Services”). Mindy added that department aims to do a lot of sub-area planning that requires community engagement. CM Bergan mentioned overlap of economic impact with housing discussions. She requested a presentation of plans to include economic impact (e.g. what urban development will mean for area jobs). Andrea responded process for urban renewal planning includes community engagement and communicating community interests to council and the board. The draft is reviewed by planning commission before going to study session as a whole. CM Murillo reiterated the distinctions between the logistical and social development of an undeveloped area and restoring existing neighborhoods. CM Coombs, *et al.* discussed opportunities for collaboration between the committees given shared interests and goals. CM Bergan requested a presentation on economic impact of City Center development. Andrea described community engagement efforts to include diverse voices in the plan and said they would be able to further present on their findings pursuant to CM Bergan’s request.

Outcome – The conversation provided the components of the Committee’s direction, but definitive next steps can neither be determined nor taken without the resolution of other matters.

CITY CENTER VISION PROJECT UPDATE

Summary of Issue and Discussion

The City Center area has long been a priority area for development and planning efforts for Aurora. Throughout the 1980s, 1990s, and into the 2000s, the city conducted a number of studies and reports for the purpose of encouraging quality development in the city center area - those areas east of I-225 to the north and south of Alameda Parkway.

In February 2017, RTD opened the Aurora Line (R line) light rail service through Aurora. The city center location represents the third of the three major transit-oriented development (TOD) hubs along the Aurora Line (R Line) – the first two being Colfax Station and Nine Mile Station. This trio of locations also represents the three mixed-use, high density Urban District place types identified and prioritized in the Aurora Places Comprehensive Plan. A new development proposal for the Metro Center property is under review, while the Aurora Town Center has redevelopment plans for a portion of the site, the first of what is likely to be a long-term effort to further develop and enhance the mall site. While the city has identified the area as a critical location and a portion of the study area has an urban renewal plan (2009) in place, there is not a documented vision and master development framework for the full study area against which to evaluate development proposals, incentives requests, and infrastructure investments. The attached map identifies these key property holdings.

To help shape and support this development interest, the city has initiated a planning process to develop a vision and development framework for the area. This process was anticipated to kick off in March/April and take 6 months to complete, however Covid-19 delayed the initiation of the steering committee and public input process. The public process kicked off this Summer and the first two rounds of public engagement have been completed. The Housing, Neighborhood Services and Redevelopment Policy Committee was provided a preview of the project and process at the March 11, 2020, meeting.

Despite a delayed start due to Covid-19, the project was initiated earlier in 2020. The project team has facilitated the steering committee and community engagement process, as well as started development of guiding principles and articulation of the community's vision for future development in the area. Key elements of the process include:

Steering Committee

The project is supported by a steering committee whose role is to provide oversight on process and input on key issues. The steering committee is comprised of City Council representatives, Planning and Zoning Commission representatives, major property owners (including Metro Center and Town Center at Aurora), nearby residents, RTD and Arapahoe County, and city staff. The steering committee has met periodically throughout the project and has been briefed on all aspects of the planning process.

Community Engagement

The city hosted virtual public meetings on August 6 and October 21. At these online events, participants learned about opportunities for growth and development in the City Center area, as well as similar urban development in other area cities. Speakers included Visit Aurora, AEDC, representatives from Parkside at City Center, and city staff. Participants also were invited to provide input into their desired development character and activities for the area.

Additionally, the city asked for community input through an online survey that was open to the entire Aurora community and available in English and Spanish. Over 860 responses were received and provided the project team with a wealth of information on key topics that are important to the community. There was a lot of support for an active "downtown" district at City Center that included a wide variety of uses and activities. Unique or locally-owned businesses were especially desirable as were high-quality public parks and plazas. Respondents supported the idea of a "park once and walk" type of district that was safe, convenient, and comfortable to move throughout the district. More detail on the public input will be provided as part of staff's presentation.

Plan Development

Staff has started to draft key elements and content of the vision and plan document. This content will reflect the community input received to date, staff recommendations, and any direction provided by City Council. A draft plan document will be presented to the public at a third and final stage of public engagement for review and further feedback. (No date has been set at this time.) Staff's Policy Committee presentation will review the project's goals as well as address the public input received and planning completed to date.

Staff presented a PowerPoint that detailed:

1. Project Overview
2. Understanding City Center
3. Public Input Summary
4. Draft Guiding Principles
5. Next Steps

Questions/Comments – CM Coombs said she was interested in hearing more about initiative from a standpoint of equity and inclusivity (of businesses and residents) standpoint. Staff responded that it was a recurring theme in the

customer feedback and could be provided. Another major theme in the feedback was an emphasis on unique, locally- and minority-owned businesses in the city center. This is already a strength within Aurora on Havana and Colfax.

CM Murillo expressed appreciation for the geographical visuals and reiterated her focus on equity, ensuring that development concentrates on accessible price points. Staff responded that this was a recurring and leading theme and is a priority focus.

Outcome – This item was informational only.

MISCELLANEOUS MATTERS FOR CONSIDERATION

There were no miscellaneous matters for consideration.

Next meeting: Wednesday, January 6, 2021 at 3:00 p.m. (Tentative)

Meeting adjourned at 4:24 p.m.

APPROVED:

Committee Chair, Crystal Murillo



CITY OF AURORA

Council Agenda Commentary

Item Title: A Resolution Of The City Council Of The City Of Aurora, Colorado, Expressing The Aurora City Council's Support For The Intergovernmental Agreement Between Adams County, Colorado Legal Services, The City Of Aurora, Thornton, Federal Heights, Brighton, Comm

Item Initiator: Jessica Prosser, Director of Housing and Community Services

Staff Source/Legal Source: Jessica Prosser, Director of Housing and Community Services / Tim Joyce, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 2.0--Serve as leaders and partners with other governments and jurisdictions

COUNCIL MEETING DATES:

Study Session: 2/1/2021

Regular Meeting: 2/8/2021

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

Please see the item summary.

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

On December 12, 2018, the Colorado Legal Services (CLS) Eviction Pilot Project started providing a clinic to reduce preventable evictions, mitigate eviction-related consequences, and connect tenants with community resources.

During the timeframe of December 12, 2018 – February 28, 2020, CLS:

- Improved processes and trained staff
- Hired a grant attorney and paralegal
- Attended court 3-4 times per week to provide clients information about the clinic (in person and virtually)
- Partnered with Maiker Housing Partners to provide expedited rental assistance to low-income tenants
- Provided various levels of representation to a total of 363 households (955 people in those households and 450 children were represented)
 - In Aurora, there were 68 households and 160 people assisted.
- Out of the total number of households assisted, CLS has an:
 - 85% success rate on households that have retained their housing, retained more time to move or retained a housing voucher
 - 85% of households do not have an eviction judgement

At this meeting, CLS will have a brief presentation (5-10 minutes) on the data as it pertains to the City of Aurora. A PowerPoint specific to the City of Aurora is not available at this time; however, a similar PowerPoint has been attached for reference.

QUESTIONS FOR COUNCIL

Does the Committee wish to approve and move the intergovernmental agreement between Adams County, Colorado Legal Services, the City Of Aurora, Thornton, Federal Heights, Brighton, Commerce City, Westminster, Northglenn, and the City and County Of Broomfield regarding contributions toward a landlord/tenant legal services program to Study Session?

LEGAL COMMENTS

Colorado Constitution, Article XIV, Section 18, Subsection (2)(a) permits the state or any of its political subdivisions in cooperating or contracting with one another or with the government of the United States to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, the imposition of taxes, or the incurring of debt.

City Council has the authority and power to promote the prosperity, comfort and convenience of the city and its inhabitants. (City Code § 2-32). Council may, by resolution, enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment, or facilities, and for furnishing or receiving commodities or services. [Charter section 10-12]. The Mayor must sign all intergovernmental agreements to which the city is a party. [City Code Section 2-31(b)(2)] (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

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 ___day of _____, 2020, 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 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; 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 January 31, 2021 and then again no later than December 15, 2021.
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:

Nancy Vincent, City Clerk

APPROVED AS TO FORM:
Luis Corchado, City Attorney

_____, Deputy 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: _____
Mike Coffman, Mayor

Date: _____

ATTEST:

Kadee Rodriguez, City Clerk

APPROVED AS TO FORM:



Tim Joyce, Assistant City Attorney

CITY OF NORTHGLENN, COLORADO

By: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

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, 2021

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, 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 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. 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.

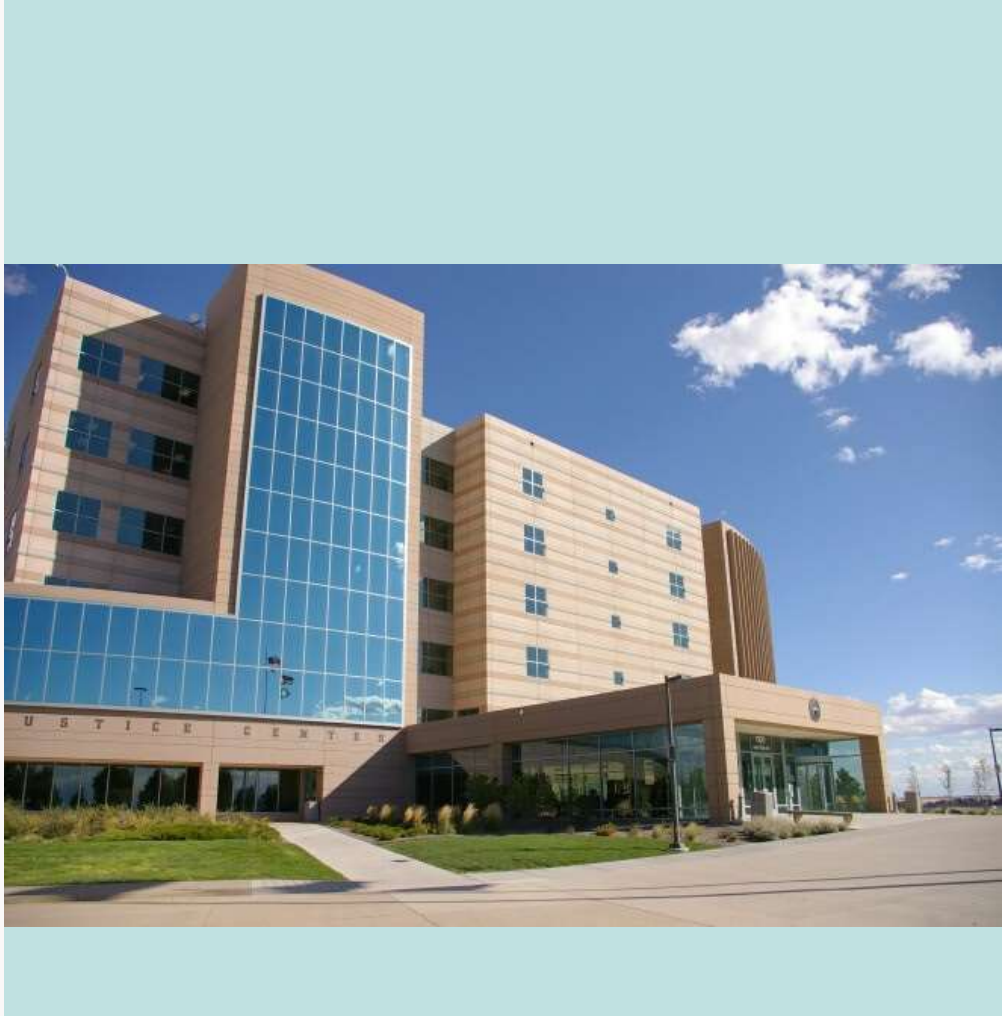
Jonathan D. Asher
Executive Director
Colorado Legal Services

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



CLS Eviction Pilot Project

Reenie Terjak – Director of Advocacy
Lizzy Ullman – Grant Attorney

Goals of Clinic



*Reduce
preventable
evictions*

*Mitigate
eviction-
related
consequences*

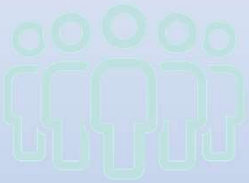
*Connect
tenants with
community
resources*

Phase I: December 12, 2018 – February 28, 2020

- *Began December 12, 2018*
- *Met with Adams and Broomfield County Courts*
- *Improved on processes and trained staff*
- *Hired grant attorney and paralegal*
- *Represented clients*

Phase I & II

Inform tenants of clinic's presence in courtroom



Attend Adams and Broomfield County courts on average

3x - 4x
per week

Offer free information about court and eviction process to anyone who asks



Information given to an average of

75
households per month

Provide various levels of representation, from brief advice to full representation



In Phase I and II represented

363
total households

Pandemic Phase: March 2020 – October 2020

- *Engaged with court regarding COVID related procedures*
- *Modified procedures because of pandemic*
- *Provided virtual presentations to community about legal changes and resources during COVID*
- *Engaged with Maiker Housing Partners to provide expedited rental assistance (Rapid Settlement Program)*
- *Participated and presented to the Adams Co Task Force*

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)*

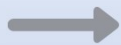


- *Rent allegedly tendered and accepted by landlord*

- *Alleged lease violations*

- *Owners of Manufactured Homes*

Full Representation Process



**Draft and file
Answer**

**Trial scheduled
one week later**

**Obtain documents from
tenant and landlord's
attorney**

**Investigate case
and conduct legal
research**

**Negotiate
settlements and
draft agreements**



Prepare for trial

**Litigate case,
if needed**

Close case

363

HOUSEHOLDS REPRESENTED



955

**PEOPLE IN REPRESENTED
HOUSEHOLDS**



450

**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



Collaborative work within CLS Housing Team to help Adams County residents

955

**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

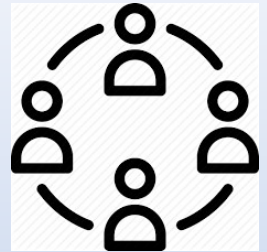
**Total amount of rental
assistance provided to clients
or clients who are projected to
receive rental assistance!**



**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

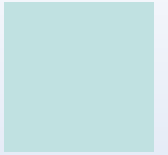
Cabinet

Smartphone

Laptops

Mobile Hotspot

Next Steps



COVID and 2021

Future Needs

RESOLUTION NO. 2021-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR THE
INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO
LEGAL SERVICES, THE CITIES OF AURORA, THORNTON, FEDERAL HEIGHTS,
BRIGHTON, COMMERCE CITY, WESTMINSTER, AND NORTHGLENN, AND THE CITY
AND COUNTY OF BROOMFIELD REGARDING CONTRIBUTIONS TOWARD A
LANDLORD/TENANT LEGAL SERVICES PROGRAM

WHEREAS, in 2018 Adams County approached several cities in their county, including the city of Aurora, Colorado, to request their participation in a pilot program to assist low-income residents of Adams County facing evictions with legal assistance; and

WHEREAS, Adams County, the cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City, Aurora, and Northglenn, and the city and county of Broomfield desire to continue to fund the legal services program for a term of two years; and

WHEREAS, in the initial two-year term, 2018 through 2020, the legal services program assisted 68 household and 160 individuals in the City with legal services; and

WHEREAS, the City's contribution to the legal services program will be \$15,000.00 for the two-year term of the agreement; and

WHEREAS, the total contribution by all entities for the two-year legal services program is anticipated to be \$184,000.00; and

WHEREAS, the purpose of the contributed funds 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; and

WHEREAS, the contributed funds will support and administer a modest but very significant landlord/tenant legal services program through Colorado Legal Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The intergovernmental agreement between the City of Aurora, Colorado, and Adams County, the cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City, and Northglenn, and the city and county of Broomfield and Colorado Legal Services is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.


RESOLVED AND PASSED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

TIM JOYCE, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR THE 2021 FUNDING OF AURORA COMPREHENSIVE COMMUNITY MENTAL HEALTH CENTER, INC.'S HOMELESSNESS PREVENTION AND ASSISTANCE PROGRAMS

Item Initiator: Jessica Prosser, Director of Housing and Community Services

Staff Source/Legal Source: Jessica Prosser, Director of Housing and Community Services / Tim Joyce, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 1/4/2021

Regular Meeting: 1/11/2021

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

November 11, 2020- Notification was given to the Nexus and Victim Assistance programs. There was a substantial surcharge revenue shortfall the City of Aurora faced. With that shortfall, the City's Office of Budget and Financial Planning recognized this deficit early and began working diligently on a plan to handle the revenue shortfall in the Court Surcharge programs.

Both the Nexus and Victim Assistance programs will have spent the entire program fund balance by the end of 2020 at the current rates. We know that these programs are critical to the community and many of them are experiencing more strain due to the impact of COVID 19. With this mind, the City would like to complete an RFP this year for Nexus or Victim Assistance programs, but instead implement the following:

- Agreements with Aurora Mental Health Center (AUMHC)/Street Outreach and Mile High Behavioral Health (MHBHC)/Comitis Crisis Center are to be extended and funded using marijuana homeless funding for 2021 and 2022 up to the 2020 amount. Starting in 2023, these funds will become part of the homelessness RFP process. Draft agreements will be sent reflecting this change.
- AUMHC/Detox, Gateway Domestic Violence and SungateKids will continue to be funded by surcharge revenue and be part of the new Public Safety Support Agency (PSSA) program. At this time, six-month award extensions totaling \$133,450 will be awarded in 2021.
- This will provide enough funding for each agency to be awarded half of the 2020 full year amount for the first 6 months. Our hope is that after the first quarter of 2021, the City can move forward with funding for the second half of the year.
- There are many unknown factors causing us to move ahead cautiously. This program is currently funded solely by surcharge collections which are impacted by Public Safety sentiment and legislation, both of which pose a risk to the forecast at the moment.

The following is the status of the agency funding that was formally in the Nexus program, where awards totaling \$599,906 were made in 2020:

AUMHC/Outreach - \$70,980 (move to marijuana funds)
MHBHC/Comitis - \$262,025 (move to marijuana funds)
AUMHC/Detox - \$106,186
Gateway Domestic Violence - \$109,095
SungateKids - \$51,620

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Please see above.

QUESTIONS FOR COUNCIL

Does the Committee approve this six month funding agreement between the City of Aurora, Colorado, and Aurora Comprehensive Community Mental Health Center, Inc. DBA Aurora Mental Health Center (AUMHC)?

LEGAL COMMENTS

Council has the power to prevent and enforce good government, general welfare, order, and security of the City and its inhabitants. (Charter § 3-9). The City has all powers which are necessary, requisite, or proper for the government and administration of its local and municipal matters. (Charter § 1-3). Colorado Constitution, Article XIV, Section 18, Subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized function, service, or facility within or without its boundaries. Contracts of at least \$50,000.00 but less than \$2,000,000.00 shall be approved by City Council pursuant to City Code section 2-672. (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

2021 FUNDING AGREEMENT

BETWEEN THE CITY OF AURORA, COLORADO, AND
AURORA COMPREHENSIVE COMMUNITY MENTAL HEALTH CENTER, INC.
DBA AURORA MENTAL HEALTH CENTER (AuMHC)

This Agreement (the “Agreement”) is made and entered into as of this ___ day of January 2021, by and between the City of Aurora, Colorado, (the “City”) located at 15151 E. Alameda Parkway, Aurora, Colorado 80012, and Aurora Comprehensive Community Mental Health Center, Inc., dba Aurora Mental Health Center (“AuMHC”) a non-profit corporation of the State of Colorado (the “Service Provider”), located at 1290 Chambers Road, Aurora, Colorado 80011. Individually referred to as a “Party,” collectively referred to as the “Parties.”

AGREEMENT

NOW THEREFORE, the City and the Service Provider hereby agree as follows:

1. Amount of City Funds. The City agrees to provide Service Provider, or successor in interest, with no more than \$70,980.00 marijuana sales tax funds (“City Funds”) for services contemplated by this Agreement. Any City Funds not spent/dispensed by December 31, 2020 will remain in the possession of the City.
2. Term of Agreement and Time Period for Use of City Funds. The term of this Agreement is one year. The term will begin on January 1, 2021 and will end on December 31, 2021. The City Funds will be dispersed for services provided consistent with the provisions and intent of this Agreement in four equal payments of \$17,745.00 during the first weeks of February, May, August and November 2021.
3. Use of City Funds. Service Provider will distribute the City Funds to fund and support the general operation of the Aurora Cold-weather Outreach Team (“ACOT”), Crisis Response Team (CRT) and Crisis Intervention Training (“CIT”) programs, as described in Service Plans for each program, which plans are attached as Exhibit A and incorporated into this Agreement by reference, and consistent with the provisions and intent of this Agreement.
4. Interest Earned on City Funds. Service Provider agrees to use any interest earned on City Funds only to provide services consistent with the provisions and intent of this Agreement.
5. Administration and Implementation. Service Provider shall be responsible for the direct supervision, administration, and implementation of the CIT, ACOT, and CRT program operations as described in their respective Service Plan. Each Service Plan shall include performance standards and metrics agreeable to both Parties which will be used to measure performance of each Party. The City shall not be liable or responsible for any cost overruns or have any duty or obligation to provide any additional funding to Service Provider if the CIT, ACOT, and CRT program operations cannot be implemented with the amount of funds awarded

by the City to Service Provider by this Agreement.

6. Site Visits. Upon 24 hours written notice to Service Provider, Service Provider agrees to allow the City to make site visits during the term of this Agreement.

7. Acknowledgement of City by the Service Provider. Service Provider agrees to acknowledge the City as a contributor in all publications, news releases and other publicity issued by Service Provider related to Service Provider's CIT, ACOT, and CRT program operations and agrees to allow the City to do the same. Service Provider shall cooperate with the City in preparing public information pieces as needed.

8. Report Requirements. Service Provider agrees to provide the City with a quarterly and an annual summary report that:

a. Document when Service Provider provided clinical and outreach staff on an on-call basis during ACOT activations and when it is their on-call week, an outreach worker for Aurora Mental Health Center's Homeless Services on the van. The goal is to provide at least 10 ACOT activations for 2021;

b. Document when Service Provider provided CIT to the Aurora Police Department. The goal is at least two CIT trainings for 2021;

d. Document the number of Aurora Police Department officers trained in CIT as well as other modalities as requested by the Aurora Police Department, which includes, but is not limited to, Opioid Addiction, Domestic Violence, and Human Trafficking awareness training. The goal is at least two additional trainings during 2021;

e. Document the number of times Service Provider provided 24/7/365 crisis services intervention for the Aurora Police Department drop offs. The goal is to serve 50 individuals;

The quarterly summary reports will be due on the 15th day of the first month following each quarter. The annual summary report will be due on the 15th day of February of the following year.

Service Provider further agrees to submit to the City an annual letter on the 15th day of January of the following year certifying that the yearly disbursed City Funds have been used in accordance with the provisions and intent of this Agreement.

9. Record Keeping Requirements. Service Provider shall maintain a complete set of books and records documenting its use of the City Funds and its reporting requirements. The City, or any of its duly authorized representatives, shall have reasonable access to any books, documents, papers, and records of Service Provider which are required by this Agreement and relevant to this Agreement for the purpose of making an audit or examination of Service Provider's activities. Service Provider shall keep all books, documents, papers, and records which are pertinent to this Agreement for a minimum of three (3) years following its termination.

10. Termination of this Agreement.

a. Termination Due to Loss of Funding. The Parties hereto expressly recognize that Service Provider is to be paid, reimbursed, or otherwise compensated with City Funds provided by the City for the purpose of contracting for the services provided for consistent with the provisions and intent of this Agreement, therefore, Service Provider expressly understands and agrees that all its rights, demands and claims to compensation arising under this Agreement are contingent upon the availability and receipt of such funds from the City. Notwithstanding any other provision of this Agreement, the City's obligations under this Agreement are subject to annual appropriations by the City Council of the City. Any failure of a City Council to annually appropriate adequate monies to finance the City's obligation under this Agreement shall terminate this Agreement at such time as such then existing appropriations are to be depleted. Notice shall be given promptly to Service Provider of any failure to appropriate such adequate monies. This Agreement does not guarantee to Service Provider any additional or future monies except as expressly authorized herein.

b. Termination for Cause. If, through any reason, Service Provider fails or refuses to:

- (i) Provide any and all of the services described in and in accordance with this Agreement and the Service Plans for CIT, ACOT, and CRT in a timely and proper manner;
- (ii) Use the City Funds in accordance with the terms and conditions of this Agreement and the respective Service Plans;
- (iii) Submit the reports as required by this Agreement;
- (iv) Submit the books and records as required by this Agreement;
- (v) Perform any other of the material covenants, agreements, or conditions made by Service Provider herein; or
- (vi) Provide services in a manner that does not cause or permit disturbances or activities offensive to the senses of the average citizen or hinder the health, safety, or welfare of the community.

Then Service Provider shall be in default under this Agreement and the City shall have the right to terminate this Agreement for cause, an event of default.

c. Event of Default. Service Provider shall be given written notice by the City's Homelessness Program Director, or other City representative, specifying the nature of the default and requesting Service Provider to correct the violation within thirty (30) days from the date of such notice (the "Cure Period"). In the event of a default by Service Provider the City, in its sole discretion, may cease making any payments of City Funds pursuant to this Agreement until such time the default specified in the written notice is remedied to the City's satisfaction.

Notwithstanding the above, Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any default or breach of the Agreement by Service Provider, and the City may withhold any payments to the recipient for the purpose of setoff until such time as the exact amount of damages due the City from Service Provider is determined.

d. Termination for Convenience.

(i) Change in City Policy. The City may terminate this Agreement at any time upon thirty (30) days' notice specifying the date thereof, provided Service Provider shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.

(ii) The City's total liability under this Agreement, including termination costs, shall not exceed the lesser of total amount of this Agreement or the total amount of funds which have been appropriated specifically for this Agreement.

(iii) Service Provider shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its subcontractors, if this Agreement is terminated for the City's convenience, provided however, in no event shall the City's total liability to Service Provider exceed the total amount of funds which have been appropriated for this Agreement.

e. Effect of Termination.

(i) Termination Costs. After receipt of written notification that this Agreement has been terminated under this section, Service Provider shall incur no further costs other than reasonable termination costs associated with current activities.

(ii) Ownership of Work Product. In the event of termination, all finished and unfinished program deliverables prepared by Service Provider, ACOT, CIT or CRT pursuant to this Agreement shall become the sole property of the City, provided Service Provider is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Service Provider shall not be liable with respect to the City's subsequent use of any incomplete work product, provided Service Provider has notified the City in writing of the incomplete status of such work product.

(iii) City's Right to Set-Off and other Remedies. Termination shall not relieve Service Provider from liability to the City for damages sustained as the result of Service Provider's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

(iv) If this Agreement terminated for cause as provided in this section and it is subsequently determined that the City's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

11. Remedies. Should Service Provider fail, for any reason, to cure an Event of Default within the Cure Period, the City shall have the right to terminate this Agreement forthwith and demand reimbursement from Service Provider of: (i) all City Funds advanced under this Agreement that were expended by Service Provider in violation of this Agreement, which amount shall be determined on a pro-rata basis as of the date upon which such Event of

Default is deemed to have first occurred; and (ii) any City Funds remaining unexpended and in the possession of Service Provider as of the date of such termination. In addition, Service Provider shall be ineligible for any future City Funds unless and until such time as it is able to demonstrate to the satisfaction of the City that it has in place the personnel, facilities, and financial support necessary to provide the services as required by the City. The rights and remedies of the City as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.

12. Care of Personal identifying information:

a. Definitions:

“Covered entity” means a person that receives, maintains, owns, or licenses personal identifying information in the course of the person’s business, vocation, or occupation; but not a third-party service provider (an entity that has been contracted to maintain, store, or process personal identifying information on behalf of a covered entity).

“Personal identifying information” (“PII”) means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver’s license or identification card number; a government passport number; biometric data (unique biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating the individual when he or she access an online account); an employer, student, or military identification number; or a financial transaction device (any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or affecting the financial interest, standing or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a “check, a “negotiable order of withdrawal”, and a “share draft”).

b. Reasonable security practices. If Service Provider and any third-party used by Service Provider receives PII under this Agreement Service Provider and any third-party is required to implement and maintain reasonable security practices to protect PII from unauthorized access, use, modification, disclosure or destruction. Reasonable security practices shall include, but is not limited to, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a “Third-Party Service Provider” as defined in § 24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S.

c. Disposal of personal identifying information. Service Provider and any third-party used by Service Provider are required to destroy or arrange to be destroyed all paper or electronic documents containing PII when that document is no longer necessary for Service Provider to provide services consistent with this Agreement.

d. Disclosure of a security breach. Security Breach means the unauthorized acquisition of unencrypted computerized data that compromises the security, confidentiality, of

integrity of PII maintained by Service Provider and any third-party used by Service Provider. When Service Provider and any third-party becomes aware that a security breach may have occurred Service Provider and third-party must follow the procedures in Colorado Revised Statutes (C.R.S.) § 6-1-716, as amended, and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or may be misused. If the investigation determines there has been or likely was a security breach Service Provider shall also notify the Homelessness Program Director of the security breach.

e. Service Provider is solely responsible for any foreseeable consequences of a security breach and shall indemnify, defend, and hold harmless the City for any and all security breaches and the consequences of the security breach.

13. Changes to the Service Provider's CIT, ACOT, or CRT Service Plans. The Service Provider agrees and understands that its CIT, ACOT, and CRT programs as described in the respective Service Plans, once approved by the City, may not be changed without the City's prior written approval. Any such changes shall be requested in writing and may not take effect until an amendment to this Agreement has been approved by the City.

14. Undocumented Workers.

a. Unlawful Employees, Contractors and Subcontractors. Service Provider shall not knowingly employ or contract with individuals not legally authorized to perform work in the United States or workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement. Service Provider shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement and (b) fails to certify to Service Provider that the subcontractor will not knowingly employ or contract with such person to perform services under this Agreement.

b. Verification Regarding Undocumented or Insufficiently Documented Workers. By executing this Agreement, Service Provider confirms the employment eligibility of all employees who are newly hired for employment to perform services under this Agreement through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

c. Limitations. Service Provider shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

d. Duties of the Service Provider. If Service Provider obtains actual knowledge that a subcontractor performing services under this Agreement knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S., Service Provider shall be required to:

(i) Notify the subcontractor and the City within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an insufficiently documented worker; and

(ii) Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with the insufficiently documented worker; except that Service Provider shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with such individual.

e. Duty to Comply with State Investigation. Service Provider shall comply with any request made by the Colorado Department of Labor or the City in the course of an investigation that the Department or the City is undertaking.

f. Damages. Notwithstanding any other provisions within this Agreement, if Service Provider violates any of the above provisions regarding illegal insufficiently documented workers, the City may terminate the Agreement for cause and Service Provider may be liable for consequential damages.

15. No Waiver of Rights. A waiver by either Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

16. Assignment. The qualifications of Service Provider are of particular importance to the City. It is because of those qualifications that the City has entered into this Agreement with Service Provider. Accordingly, Service Provider understands and agrees that this Agreement is not assignable by Service Provider or transferable by operation of law or otherwise without the prior written approval of the City.

17. Relationship of the Parties. Service Provider shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the City.

18. No Third-Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of Service Provider.

19. Severability. Should any one or more provisions of this Agreement be determined to be, illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.

20. Amendments in Writing. Either Party is authorized to propose amendments to

this Agreement. No amendment or modification shall be made to this Agreement unless it is in writing, agreed to by both Parties, and signed by both Parties

21. Indemnification. Service Provider agrees and understands that they are to maintain and keep in force the appropriate insurance policies for the services provided throughout the term of this Agreement. Service Provider shall be responsible for any injury to persons or damage to property arising from negligent or otherwise wrongful acts, errors and omissions of Service Provider, its agents and employees in providing any goods and services contemplated by this Agreement. Service Provider shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees, agents and representatives from and against all claims, damages, liabilities, losses, and expenses, direct, indirect or consequential arising out of or resulting from the services contemplated in the Agreement.

22. Nondiscrimination. Service Provider shall not discriminate against any individual, employee, applicant for employment, or in its provision of services contemplated in this Agreement on the basis of race, color, national origin, ancestry, age, sex (gender), sexual orientation, religion, creed, or physical or mental disability.

23. Notices. Notices, as referred to in this Agreement, shall be sent to:

City: City of Aurora, Colorado
Attn: Homelessness Program Director
15151 East Alameda Parkway
Aurora, Colorado 80012

With a copy to: Office of the City Attorney
15151 East Alameda Parkway
Aurora, Colorado 80012

Service Provider: Aurora Comprehensive Community
Mental Health Center, Inc.
1290 Chambers Road
Aurora, CO 80011
Attn: Kelly Phillips-Henry, CEO

24. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

25. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties hereto. This Agreement supersedes any former Agreement. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

26. Attorney Fees. If litigation is commenced by either Party concerning this

Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs from the other Party.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

28. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.

29. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

30. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

IN WITNESS WHEREOF, the City and the Service Provider have executed this Agreement as of the day and year first written above.

CITY:

CITY OF AURORA, COLORADO

Mike Coffman, Mayor

ATTEST:

Kadee Redriguez, City Clerk

APPROVED AS TO FORM:



Tim Joyce, Assistant City Attorney

SERVICE PROVIDER:

AURORA MENTAL HEALTH CENTER,
INC.

Kathie Snell, COO

For: Kelly Phillips-Henry, CEO

City of Aurora

Nexus Agreements

Housing and Community Services

**Housing, Neighborhood Services and Redevelopment
Policy Committee Meeting**

January 28, 2021



Questions for the Committee

1. Does the Committee approve this Six-Month Funding Agreement Between The City Of Aurora, Colorado, And Aurora Comprehensive Community Mental Health Center, Inc. Dba Aurora Mental Health Center (AUMHC)?
2. Does the Committee approve this Six-Month Funding Agreement Between The City Of Aurora, Colorado, And Comitis Crisis Center, Inc.?



Brief History & Explanation

November 11, 2020- Notification was given to the Nexus and Victim Assistance programs about a substantial surcharge **revenue shortfall** the City of Aurora faced

Programs have **spent the entire program fund balance by the end of 2020** at the current rates

- These programs are critical to the community and many of them are experiencing more strain due to the impact of COVID-19



Explanation & Future Focus

Due to the shortfall, the City would like to complete an RFP for Nexus or Victim Assistance programs, but instead **implement the following:**

- Agreements with Aurora Mental Health Center (AUMHC)/Street Outreach and Mile High Behavioral Health (MHBHC)/Comitis Crisis Center **are to be extended and funded using marijuana homeless funding for 2021 and 2022 up to the 2020 amount**
- Starting in **2023, these funds will become part of the homelessness RFP process.** Draft agreements will be sent reflecting this change



Explanation

- AUMHC/Detox, Gateway Domestic Violence and SungateKids **will continue to be funded by surcharge revenue and be part of the new Public Safety Support Agency (PSSA) program.**
 - At this time, six-month award extensions totaling \$133,450 will be awarded in 2021.
- This program is currently funded solely by surcharge collections which are impacted by Public Safety sentiment and legislation, both of which pose a risk to the forecast now.



Budgetary Allocations

The following is the status of the agency funding that was formally in the Nexus program, where awards totaling **\$599,906** were made in 2020:

AUMHC/Outreach - \$70,980 (proposal to move to marijuana funds)

MHBHC/Comitis - \$262,025 (proposal move to marijuana funds)

AUMHC/Detox - \$106,186

Gateway Domestic Violence - \$109,095

SungateKids - \$51,620



Questions for the Committee

1. Does the Committee approve this Six-Month Funding Agreement Between The City Of Aurora, Colorado, And Aurora Comprehensive Community Mental Health Center, Inc. Dba Aurora Mental Health Center (AUMHC)?
2. Does the Committee approve this Six-Month Funding Agreement Between The City Of Aurora, Colorado, And Comitris Crisis Center, Inc.?



RESOLUTION NO. R2021-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR THE 2021 FUNDING OF
AURORA COMPREHENSIVE COMMUNITY MENTAL HEALTH CENTER, INC.'S
HOMELESSNESS PREVENTION AND ASSISTANCE PROGRAMS

WHEREAS, City Council recognizes the need to address homelessness in the City for the health safety and welfare of the people of the City; and

WHEREAS, Aurora Comprehensive Community Mental Health Center, Inc. has an on-going relationship that supports the homelessness needs in the City and is frequently involved in direct referrals of the homelessness to assistance programs or in providing services to the homelessness; and

WHEREAS, Aurora Comprehensive Community Mental Health Center, Inc., intends to use City funds to fund the Aurora Cold-Weather Outreach Team, the Crisis Response Team, and the Crisis Intervention Training program; and

WHEREAS, the City finds and determines that it is in the best interests of its citizens to enter into this funding agreement to provide Aurora Comprehensive Community Mental Health Center, Inc. with \$70,980.00 from the City's marijuana sales tax fund to allow them to continue to operate their homelessness prevention and assistance programs in the year 2021; and

WHEREAS, contracts of at least \$50,000.00 but less than \$2,000,000.00 shall be approved by City Council pursuant to City Code section 2-672.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Aurora City Council resolves to approve the funding amount of \$70,980.00 from the City's marijuana sales tax fund to Aurora Comprehensive Community Mental Health Center, Inc. to allow them to operate their homelessness prevention and assistance programs

Section 2. The City Manager and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2021.

MIKE COFFMAN, Mayor



CITY OF AURORA

Council Agenda Commentary

Item Title: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO FUND THE COMITIS CRISIS CENTER, INC. FOR THE YEAR 2021 USING MARIJUANA SALES TAX FUNDS

Item Initiator: Jessica Prosser, Director of Housing and Community Services

Staff Source/Legal Source: Jessica Prosser, Director of Housing and Community Services / Tim Joyce, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 2/1/2021

Regular Meeting: 2/8/2021

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration

Why is a waiver needed? [Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available

HISTORY (*Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.*)

November 11, 2020- Notification was given to the Nexus and Victim Assistance programs. There was a substantial surcharge revenue shortfall the City of Aurora faced. With that shortfall, the City's Office of Budget and Financial Planning recognized this deficit early and began working diligently on a plan to handle the revenue shortfall in the Court Surcharge programs.

Both the Nexus and Victim Assistance programs will have spent the entire program fund balance by the end of 2020 at the current rates. We know that these programs are critical to the community and many of them are experiencing more strain due to the impact of COVID 19. With this mind, the City would like to complete an RFP this year for Nexus or Victim Assistance programs, but instead implement the following:

- Agreements with Aurora Mental Health Center (AUMHC)/Street Outreach and Mile High Behavioral Health (MHBHC)/Comitis Crisis Center are to be extended and funded using marijuana homeless funding for 2021 and 2022 up to the 2020 amount. Starting in 2023, these funds will become part of the homelessness RFP process. Draft agreements will be sent reflecting this change.
- AUMHC/Detox, Gateway Domestic Violence and SungateKids will continue to be funded by surcharge revenue and be part of the new Public Safety Support Agency (PSSA) program. At this time, six-month award extensions totaling \$133,450 will be awarded in 2021.
- This will provide enough funding for each agency to be awarded half of the 2020 full year amount for the first 6 months. Our hope is that after the first quarter of 2021, the City can move forward with funding for the second half of the year.
- There are many unknown factors causing us to move ahead cautiously. This program is currently funded solely by surcharge collections which are impacted by Public Safety sentiment and legislation, both of which pose a risk to the forecast at the moment.

The following is the status of the agency funding that was formally in the Nexus program, where awards totaling \$599,906 were made in 2020:

AUMHC/Outreach - \$70,980 (move to marijuana funds)
MHBHC/Comitis - \$262,025 (move to marijuana funds)
AUMHC/Detox - \$106,186
Gateway Domestic Violence - \$109,095
SungateKids - \$51,620

ITEM SUMMARY (*Brief description of item, discussion, key points, recommendations, etc.*)

Please see above.

QUESTIONS FOR COUNCIL

Does the Committee approve and move to study session a resolution of the City Council of the City of Aurora, Colorado, to Fund the Comitis Crisis Center, Inc. for the year 2021 using marijuana sales tax funds?

LEGAL COMMENTS

Council has the power to prevent and enforce good government, general welfare, order, and security of the City and its inhabitants. (Charter § 3-9). The City has all powers which are necessary, requisite, or proper for the government and administration of its local and municipal matters. (Charter § 1-3). Colorado Constitution, Article XIV, Section 18, Subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized function, service, or facility within or without its boundaries. Contracts of at least \$50,000.00 but less than \$2,000,000.00 shall be approved by City Council pursuant to City Code section 2-672. (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

2021 FUNDING AGREEMENT
BETWEEN THE CITY OF AURORA, COLORADO, AND
COMITIS CRISIS CENTER, INC.

This Agreement (“Agreement”) is made and entered into as of this ____ day of January 2021, by and between the City of Aurora, Colorado, (the “City”) located at 15151 E. Alameda Parkway, Aurora, Colorado 80012, and the Comititis Crisis Center, Inc., a non-profit corporation of the State of Colorado (the “Service Provider”), located at 2178 Victor Street, Aurora, Colorado 80045. Individually referred to as a “Party,” collectively referred to as the “Parties.”

AGREEMENT

NOW THEREFORE, the City and the Service Provider hereby agree as follows:

1. Amount of City Funds. The City agrees to provide Service Provider, or successor in interest, with no more than \$262,025.00 in marijuana sale tax funds (“City Funds”) for services contemplated by this Agreement. Any City Funds not spent/dispensed by December 31, 2021 will remain in the possession of the City.
2. Term of Agreement and Time Period for Use of City Funds. The term of this Agreement is one year. The term will begin on January 1, 2021 and will end on December 31, 2021. The City Funds will be dispersed for services provided consistent with the provisions and intent of this Agreement in four equal payments of \$65,506.25 during the first weeks of February, May, August and November 2021.
3. Use of City Funds. Service Provider agrees that these funds shall be used to fund and support the services described in its Service Plan, which plan is attached hereto as Exhibit A and incorporated into this Agreement by reference, and consistent with the provisions and intent of this Agreement.
4. Interest Earned on City Funds. Service Provider agrees to use any interest earned on City Funds only to provide services consistent with the provisions and intent of this Agreement.
5. Administration and Implementation. Service Provider shall be responsible for the direct supervision, administration, and implementation of its Service Plan. The City shall not be liable or responsible for any cost overruns or have any duty or obligation to provide any additional funding to Service Provider if its Service Plan cannot be implemented with the amount of funds awarded by the City to Service Provider.
6. Site Visits. Upon 24 hours written notice to Service Provider, Service Provider agrees to allow the City to make site visits during the term of this Agreement.
7. Acknowledgement of City by the Service Provider. Service Provider agrees to

acknowledge the City as a contributor in all publications, news releases and other publicity issued by Service Provider related to Service Provider's Service Plan and agrees to allow the City to do the same. Service Provider shall cooperate with the City in preparing public information pieces.

8. Report Requirements. Service Provider agrees to provide the City with a quarterly and an annual summary report that:

- (i) Document number of emergency shelter bed-nights provided to individuals and families experiencing homelessness who are dropped off at the Comitis Crisis Center by the Aurora Police Department ("APD") and the APD VALE victims assistance program;
- (ii) Document Service Provider provided the Aurora Police Department with a safe drop-off location for shelter services, 24/7/365, reducing the need to have the Aurora Police Department solve the individual's longer-term problems and emergent situation;
- (iii) Document the number of Aurora Cold-weather Outreach Team ("ACOT") referred adults accessing cold weather shelter at the Aurora Day Resource Center and the number of families accessing cold weather shelter at Comitis;
- (iv) Document the number of adults accessing cold weather shelter at the Aurora Day Resource Center and the number of families accessing cold weather shelter at Comitis and the total number of cold weather shelter bed-nights provided;
- (v) Document if there has been a reduction in the number of 911 calls to the Comitis Crisis Center through increasing the capacity of shelter staff to employ conflict de-escalation techniques through a trauma-informed model and utilizing the transportation services at the Emergency/Detox Center; and
- (vi) Document how the Aurora Police Department was freed up to deal with other calls for service in the community.

The quarterly summary reports will be due on the 15th day of the first month following each quarter. The annual summary report will be due on the 15th day of February of the following year.

Service Provider further agrees to submit to the City an annual letter on the 15th day of January of the following year certifying that the yearly disbursed City Funds have been used in accordance with the provisions and intent of this Agreement.

9. Record Keeping Requirements. Service Provider shall maintain a complete set of books and records documenting its use of the City Funds and its reporting requirements. The City, or any of its duly authorized representatives, shall have reasonable access to any books, documents, papers, and records of Service Provider which are required by this Agreement and relevant to this Agreement for the purpose of making an audit or examination Service Provider's activities. Service Provider shall keep all books, documents, papers, and records which are pertinent to this Agreement for a minimum of three (3) years following its termination.

10. Termination of this Agreement.

a. Termination Due to Loss of Funding. The Parties hereto expressly recognize that Service Provider is to be paid, reimbursed, or otherwise compensated with City Funds provided by the City for the purpose of contracting for the services provided for consistent with the provisions and intent of this Agreement, therefore, Service Provider expressly understands and agrees that all its rights, demands and claims to compensation arising under this Agreement are contingent upon receipt of such funds from the City. Notwithstanding any other provision of this Agreement, the City's obligations under this Agreement are subject to annual appropriations by the City Council of the City. Any failure of a City Council to annually appropriate adequate monies to finance the City's obligation under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to the Service Provider of any failure to appropriate such adequate monies. This Agreement does not guarantee to Service Provider any additional or future monies except as expressly authorized herein.

b. Termination for Cause. If, through any reason, Service Provider fails or refuses to:

- (i) Provide any and all of the services described in its Service Plan in a timely and proper manner;
- (ii) Use the City Funds in accordance with the terms and conditions of this Agreement and its Service Plan;
- (iii) Submit the reports as required by this Agreement;
- (iv) Submit the books and records as required by this Agreement; or
- (v) Perform any other of the material covenants, agreements, or conditions made by the Service Provider herein; or
- (vi) Provide services in a manner that does not cause or permit disturbances or activities offensive to the senses of the average citizen or hinder the health, safety, or welfare of the community.

Then Service Provider shall be in default under this Agreement and the City shall have the right to terminate this Agreement for cause, an event of default.

c. Event of Default. Service Provider shall be given written notice by the City's Homelessness Program Director, or other City representative, specifying the nature of the default and requesting Service Provider to correct the violation within thirty (30) days from the date of such notice (the "Cure Period"). In the event of a default by Service Provider the City, in its sole discretion, may cease making any payments of City Funds pursuant to this Agreement until such time the default specified in the written notice is remedied to the City's satisfaction.

Notwithstanding the above, Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any default or breach of the Agreement by Service Provider, and the City may withhold any payments to Service Provider for the purpose of setoff until such time as the exact amount of damages due the City from Service Provider is determined.

d. Termination for Convenience.

1. Change in City Policy. The City may terminate this Agreement at any time upon thirty (30) days' notice specifying the date thereof, provided Service Provider shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.

2. The City's total liability for termination of this Agreement shall not exceed the lesser of total amount of this Agreement or the total amount of funds which have been appropriated specifically for this Agreement.

3. Service Provider shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its subcontractors, if this Agreement is terminated for the City's convenience, provided however, in no event shall the City's total liability to Service Provider exceed the total amount of funds which have been appropriated for this Agreement.

e. Effect of Termination.

(i) Termination Costs. After receipt of written notification that this Agreement has been terminated under this section, Service Provider shall incur no further costs other than reasonable termination costs associated with current activities.

(ii) Ownership of Work Product. In the event of termination, all finished and unfinished program deliverables prepared by Service Provider pursuant to this Agreement shall become the sole property of the City, provided Service Provider is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Service Provider shall not be liable with respect to the City's subsequent use of any incomplete work product, provided Service Provider has notified the City in writing of the incomplete status of such work product.

(iii) City's Right to Set-Off and other Remedies. Termination shall not relieve Service Provider from liability to the City for damages sustained as the result of Service Provider's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

(iv) If this Agreement terminated for cause as provided in this section and it is subsequently determined that the City's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

11. Remedies. Should Service Provider fail, for any reason, to cure an Event of Default within the Cure Period, the City shall have the right to terminate this Agreement forthwith and demand reimbursement from the Service Provider of: (i) all City Funds advanced under this Agreement that were expended by Service Provider in violation of this Agreement, which amount shall be determined on a pro-rata basis as of the date upon which such Event of Default is deemed to have first occurred; and (ii) any City Funds remaining unexpended and in the possession of Service Provider as of the date of such termination. In addition, Service Provider shall be ineligible for any future City Funds unless and until such time as it is able to

demonstrate to the satisfaction of the City that it has in place the personnel, facilities, and financial support necessary to provide the services as required by the City. The rights and remedies of the City as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.

12. Care of Personal identifying information:

a. Definitions:

“Covered entity” means a person that receives, maintains, owns, or licenses personal identifying information in the course of the person’s business, vocation, or occupation; but not a third-party service provider (an entity that has been contracted to maintain, store, or process personal identifying information on behalf of a covered entity).

“Personal identifying information” (“PII”) means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver’s license or identification card number; a government passport number; biometric data (unique biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating the individual when he or she access an online account); an employer, student, or military identification number; or a financial transaction device (any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or affecting the financial interest, standing or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a “check, a “negotiable order of withdrawal”, and a “share draft”).

b. Reasonable security practices. If Service Provider and any third-party used by Service Provider receives PII under this Agreement Service Provider and any third-party is required to implement and maintain reasonable security practices to protect PII from unauthorized access, use, modification, disclosure or destruction. Reasonable security practices shall include, but is not limited to, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a “Third-Party Service Provider” as defined in § 24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S.

c. Disposal of personal identifying information. Service Provider and any third-party used by Service Provider are required to destroy or arrange to be destroyed all paper or electronic documents containing PII when that document is no longer necessary for Service Provider to provide services consistent with this Agreement.

d. Disclosure of a security breach. Security Breach means the unauthorized acquisition of unencrypted computerized data that compromises the security, confidentiality, of integrity of PII maintained by Service Provider and any third-party used by Service Provider. When Service Provider and any third-party becomes aware that a security breach may have occurred Service Provider and third-party must follow the procedures in Colorado Revised

Statutes (C.R.S.) § 6-1-716, as amended, and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or may be misused. If the investigation determines there has been or likely was a security breach Service Provider shall also notify the Homelessness Program Director of the security breach.

e. Service Provider is solely responsible for any foreseeable consequences of a security breach and shall indemnify, defend, and hold harmless the City for any and all security breaches and the consequences of the security breach.

13. Changes to the Service Provider's Service Plan. Service Provider agrees and understands that its Service Plan, once it has been approved by the City, may not be changed without the City's prior written approval. Any such changes shall be requested in writing and may not take effect until an amendment to this Agreement has been approved by the City.

14. Undocumented Workers.

a. Unlawful Employees, Contractors and Subcontractors. Service Provider shall not knowingly employ or contract with individuals not legally authorized to perform work in the United States or workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement. Service Provider shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement and (b) fails to certify to Service Provider that the subcontractor will not knowingly employ or contract with such person to perform services under this Agreement.

b. Verification Regarding Undocumented or Insufficiently Documented Workers. By executing this Agreement, Service Provider confirms the employment eligibility of all employees who are newly hired for employment to perform services under this Agreement through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

c. Limitations. Service Provider shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

d. Duties of the Service Provider. If Service Provider obtains actual knowledge that a subcontractor performing services under this Agreement knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S., Service Provider shall be required to:

- (i) Notify the subcontractor and the City within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an insufficiently documented worker; and
- (ii) Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting

with the insufficiently documented worker; except that Service Provider shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with such individual.

e. Duty to Comply with State Investigation. Service Provider shall comply with any request made by the Colorado Department of Labor or the City in the course of an investigation that the Department or the City is undertaking.

f. Damages. Notwithstanding any other provisions within this Agreement, if Service Provider violates any of the above provisions regarding illegal insufficiently documented workers, the City may terminate the Agreement for cause and Service Provider may be liable for consequential damages.

15. No Waiver of Rights. A waiver by either Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

16. Assignment. The qualifications of Service Provider are of particular importance to the City. It is because of those qualifications that the City has entered into this Agreement with Service Provider. Accordingly, Service Provider understands and agrees that this Agreement is not assignable by Service Provider or transferable by operation of law or otherwise without the prior written approval of the City.

17. Relationship of the Parties. Service Provider shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the City.

18. No Third-Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Service Provider.

19. Severability. Should any one or more provisions of this Agreement be determined to be, illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.

20. Amendments in Writing. Either Party is authorized to propose amendments to this Agreement. No amendment or modification shall be made to this Agreement unless it is in writing, agreed to by both Parties, and signed by both Parties

21. Indemnification. Service Provider agrees and understands that they are to maintain and keep in force the appropriate insurance policies for the services provided throughout the term of this Agreement. Service Provider shall be responsible for any injury to

persons or damage to property arising from negligent or otherwise wrongful acts, errors and omissions of Service Provider, its agents and employees in providing any goods and services contemplated by this Agreement. Service Provider shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees, agents and representatives from and against all claims, damages, liabilities, losses, and expenses, direct, indirect or consequential arising out of or resulting from the services contemplated in the Agreement.

22. Nondiscrimination. Service Provider shall not discriminate against any individual, employee, applicant for employment, or in its provision of services, on the basis of race, color, national origin, ancestry, age, sex (gender), sexual orientation, religion, creed, or physical or mental disability.

23. Notices. Notices, as referred to in this Agreement, shall be sent to:

City: City of Aurora, Colorado
Attn: Homelessness Program Director
15151 East Alameda Parkway
Aurora, Colorado 80012

With a copy to: Office of the City Attorney
15151 East Alameda Parkway
Aurora, Colorado 80012

Service Provider: Comitis Crisis Center, Inc.
P.O. Box 919
Aurora, Colorado 80040-0919
Attn: Robert Dorshimer

24. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

25. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties hereto. This Agreement supersedes any former Agreement. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

26. Attorney Fees. If litigation is commenced by either Party concerning this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs from the other Party.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

28. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.

29. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

30. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the City and the Service Provider have executed this Agreement as of the day and year first written above.

CITY:

CITY OF AURORA, COLORADO

Mike Coffman, Mayor

ATTEST:

Kadee Rodriguez, City Clerk


APPROVED AS TO FORM:



Tim Joyce, Assistant City Attorney

SERVICE PROVIDER:

COMITIS CRISIS CENTER



By: Robert Dorshimer

RESOLUTION NO. R2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
TO FUND THE COMITIS CRISIS CENTER, INC.
FOR THE YEAR 2021 USING MARIJUANA SALES TAX FUNDS

WHEREAS, City Council recognizes the need to address homelessness in the City for the health safety and welfare of the people of the City; and

WHEREAS, Comitis Crisis Center, Inc. has an on-going relationship that supports the homelessness needs in the City and is frequently involved in direct referrals of the homelessness to assistance programs or in providing services to the homelessness; and

WHEREAS, the goal of Comitis Crisis Center, Inc. is to help the homelessness exit their program into permanent housing; and

WHEREAS, City funds are used to fund Comitis Crisis Center, Inc. activities; and

WHEREAS, the City finds and determines that it is in the best interests of its citizens to enter into this funding agreement to provide Comitis Crisis Center, Inc. with \$262,025.00 in the City's marijuana sales tax funds to allow them to continue to operate their program in the year 2021; and

WHEREAS, contracts of at least \$50,000.00 but less than \$2,000,000.00 shall be approved by City Council pursuant to City Code section 2-672.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The City Council approves making a funding commitment of \$262,025.00 of marijuana sales tax funds to Comitis Crisis Center, Inc., to permit them to continue to operate their service program for the year 2021.

Section 2. The City Manager and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

City of Aurora

Nexus Agreements

Housing and Community Services

Housing, Neighborhood Services and Redevelopment
Policy Committee Meeting

January 28, 2021



Questions for the Committee

1. Does the Committee approve this Six-Month Funding Agreement Between The City Of Aurora, Colorado, And Aurora Comprehensive Community Mental Health Center, Inc. Dba Aurora Mental Health Center (AUMHC)?
2. Does the Committee approve this Six-Month Funding Agreement Between The City Of Aurora, Colorado, And Comitis Crisis Center, Inc.?



Brief History & Explanation

November 11, 2020- Notification was given to the Nexus and Victim Assistance programs about a substantial surcharge **revenue shortfall** the City of Aurora faced

Programs have **spent the entire program fund balance by the end of 2020** at the current rates

- These programs are critical to the community and many of them are experiencing more strain due to the impact of COVID-19



Explanation & Future Focus

Due to the shortfall, the City would like to complete an RFP for Nexus or Victim Assistance programs, but instead **implement the following:**

- Agreements with Aurora Mental Health Center (AUMHC)/Street Outreach and Mile High Behavioral Health (MHBHC)/Comitis Crisis Center **are to be extended and funded using marijuana homeless funding for 2021 and 2022 up to the 2020 amount**
- Starting in **2023, these funds will become part of the homelessness RFP process.** Draft agreements will be sent reflecting this change



Explanation

- AUMHC/Detox, Gateway Domestic Violence and SungateKids **will continue to be funded by surcharge revenue and be part of the new Public Safety Support Agency (PSSA) program.**
 - At this time, six-month award extensions totaling \$133,450 will be awarded in 2021.
- This program is currently funded solely by surcharge collections which are impacted by Public Safety sentiment and legislation, both of which pose a risk to the forecast now.



Budgetary Allocations

The following is the status of the agency funding that was formally in the Nexus program, where awards totaling **\$599,906** were made in 2020:

AUMHC/Outreach - \$70,980 (proposal to move to marijuana funds)

MHBHC/Comitis - \$262,025 (proposal move to marijuana funds)

AUMHC/Detox - \$106,186

Gateway Domestic Violence - \$109,095

SungateKids - \$51,620



Questions for the Committee

1. Does the Committee approve this Six-Month Funding Agreement Between The City Of Aurora, Colorado, And Aurora Comprehensive Community Mental Health Center, Inc. Dba Aurora Mental Health Center (AUMHC)?
2. Does the Committee approve this Six-Month Funding Agreement Between The City Of Aurora, Colorado, And Comitis Crisis Center, Inc.?





CITY OF AURORA

Council Agenda Commentary

| |
|--|
| Item Title: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AWARD CITY FUNDING FROM THE CITY'S HOMELESS PROGRAM TO THE AURORA FLEXIBLE HOUSING FUND PROGRAM FOR 2021 AT THE CURRENT FUNDING LEVELS |
| Item Initiator: Lana Dalton, LCSW- Homelessness Programs Manager |
| Staff Source/Legal Source: Lana Dalton, LCSW- Homelessness Programs Manager/ Tim Joyce- Assistant City Attorney |
| Outside Speaker: N/A |
| Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work |

COUNCIL MEETING DATES:

Study Session: 2/1/2021

Regular Meeting: 2/8/2021

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session Information Only
 - Approve Item and Move Forward to Regular Meeting
 - Approve Item as proposed at Regular Meeting
 - Approve Item with Waiver of Reconsideration
- Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The City of Aurora Homelessness Program was initiated in 2017, with the overarching goal of making homelessness brief, rare and non-reoccurring, with the ultimate goal of ending it all together.

City Council initially set aside \$4.5 million over three years to address homelessness. With these initial funds the city:

- Renovated the old police gym on the Fitzsimons Campus to be used as an interim site for the Aurora Day Resource Center
- Funded the operations of the Aurora Day Resource Center through Mile High Behavioral Healthcare (MHBHC)
- Funded a mental health worker from Aurora Mental Health Center
- Funded Aurora@Home’s Landlord Recruiter to bring the position to full-time
- Purchased 2 vans for outreach services; one for Aurora Mental Health Center’s Outreach Program, and one for the MHBHC/Comitis new outreach team
- Funded the operations of MHBHC’s outreach team
- Funded the Colfax Community Network

In the summer of 2017, City Council approved an additional 2% special sales tax on recreational marijuana sales. This special tax was approved to fund the Homelessness Program ongoing. The 2% tax has been generating about \$2 million/year. Funding from the City of Aurora is an investment in evidence-based best practices that are proven to lead to ending homelessness.

In order to make progress toward this goal there needs to be a continuum-of-care to provide services that meet the varying needs of our individuals and families. Some households experience a financial crisis, and do not qualify for other funding streams based on rigid federal eligibility criteria; therefore, without this flexible fund, they may become homeless or stay homeless.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The Homelessness Program is requesting \$575,000 renewed funding in 2021 for the Aurora Flexible Housing Fund. Included in your packet is a summary with more detailed information on the Aurora Flexible Housing Fund.

QUESTIONS FOR COUNCIL

Does the Committee wish to approve and move to study session the resolution of the City Council of the City of Aurora, Colorado, to award city funding from the city’s homeless program to the Aurora Flexible Housing Fund Program for 2021 at the current funding levels?

LEGAL COMMENTS

City Council has the power to preserve and enforce good government, general welfare, order and security of the city and its inhabitants. (Charter § 3-9)

City Council passed Ordinance Number 2016-59 that raised the sales tax on all sales of retail marijuana and retail marijuana products from 5.75% to 7.75%. The additional sales tax revenue was intended to be used to provide services and/or housing options for individuals and families experiencing homelessness in the City.

Colorado Constitution, Article XIV, Section 18, Subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized functions, services, or facilities within or without it boundaries.

Council shall act only by ordinance, resolution, or motion. (Charter § 5-1) (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: This fund supports individuals and families that do not fit the qualifiers of typical federal funding. If the City is unable to assist, there is a high likelihood that individuals and families that do not qualify through other funding requirements will be become homeless or remain homeless.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

Aurora Flexible Housing Fund

Purpose of the Aurora Flexible Housing Fund

The Aurora Flexible Housing Fund is made possible by The City of Aurora’s ongoing commitment to homelessness prevention and making homelessness brief, rare and non-reoccurring. The City of Aurora uses the 2% Recreational Marijuana Tax Revenue to remove financial barriers that households face to maintain or secure permanent housing in a high cost, low-vacancy rental market.

Eligibility Criteria

Individuals and families experiencing a housing crisis in the City of Aurora that fall under one of the following definitions and are working with an Aurora Flexible Housing Fund partner organization:

Literal Homelessness: An individual or family who is residing in an emergency shelter, transitional housing, a safe haven or place not meant for human habitation such as a bus stop, camping, or vehicle. Individuals and families paying for their own motel rooms, couch surfing or doubling up with a housed individual or family also qualify.

At-Risk of Becoming Homeless: An Individual or families currently renting in the City of Aurora that are at imminent risk of homelessness unless they receive financial assistance.

Eligible Expenses

- Application Fees
- Security Deposit
- First Month’s Rent
- One-Time Move-In Costs
- Rental Arrears – Current Unit or Past Unit
- Utility Assistance
- Landlord Mitigation
- Motel/Hotel Stays while waiting for the applicants a permanent housing unit to become available
- Pet Deposits or One-Time Pet Fees and/or Pet Registration with the City of Aurora
- Relocation to another community when there is a confirmed housing opportunity
- Other financial barriers to permanent housing

Accessing Assistance

Eligible candidates can only access this assistance by working with one of the several City of Aurora partner agencies. Please see the Aurora Flexible Housing Fund Policies and Procedures to see who can submit applications.

Funds are limited and priority will be given to first-time applicants; however, even when all eligibility criteria are met, the request may not be approved. It is a requirement for eligible candidates to be able to maintain housing after receiving flexible housing fund assistance.

For more information regarding this program, please visit the [Aurora Flexible Housing Fund Policies and Procedures](#) document to learn more.

Questions

Please direct any questions about this program to the City of Aurora’s Homeless Programs Department at homelessness@auroragov.org or 303.739.7051

City of Aurora

Flexible Housing Fund

(Formally referred to as House Aurora Partnership or HAP)

Housing and Community Services

Housing, Neighborhood Services and Redevelopment

Policy Committee

January 28, 2021



Purpose of the Aurora Flexible Housing Fund

Purpose: To remove financial barriers that households face to maintain or secure permanent housing in a high cost, low-vacancy rental market

- To support households that do not fit the qualifying criteria of existing funding streams
- This assists with the City's goal of engaging in homelessness prevention and making homelessness brief, rare and non-reoccurring



History

Summer of 2017: City Council approved an additional 2% special sales tax on recreational marijuana sales

- This 2% tax was approved to fund the Homelessness Program ongoing

Funding from the City of Aurora is an investment in **evidence-based practices to end homelessness**



History

2019: An internal audit was conducted on the House Aurora Partnership

2020, 2021: As a result of that audit, many modifications have been made to the program to align with audit recommendations:

- New policies and procedures
- New application & application process
- New payment process (all city driven)
- New documentation process

The Metro-Denver Homelessness Initiative (MDHI) has a well-established flexible fund program. We aligned this program closely with what MDHI has in place and made it Aurora specific.



Funding

This fund uses the **2% Recreational Marijuana Tax Revenue**

The proposed allocation is **\$575,000.00**

This will serve:

- A minimum of **12** people per month
- A minimum of **144** people per year
- Maximum expenditure of **\$4,000** per person/per year



What can the Funding be used for?

Application Fees

Security Deposit

First Month's Rent

One-Time Move-In Costs

Rental Arrears – Current Unit or Past Unit

Utility Assistance

Landlord Mitigation

Motel/Hotel Stays while waiting for the applicants a permanent housing unit to become available

Pet Deposits or One-Time Pet Fees and/or **Pet Registration** with the City of Aurora

Relocation to another community when there is a confirmed housing opportunity

Other financial barriers to permanent housing



Eligibility Requirements

Individuals and families experiencing a housing crisis in the City of Aurora that fall under one of the following definitions and are working with an Aurora Flexible Housing Fund partner organization:

Literal Homelessness: An individual or family who is **residing in an emergency shelter, transitional housing, a safe haven or place not meant for human habitation** such as a bus stop, camping, or vehicle. Individuals and families paying for their own motel rooms, couch surfing or doubling up with a housed individual or family also qualify

At-Risk of Becoming Homeless: An Individual or families currently renting in the City of Aurora that are at **imminent risk of homelessness** unless they receive financial assistance



How does someone access funding?

Eligible candidates can only access this assistance by working with one of the several City of Aurora partner agencies



Application Approval Process

All applications will be reviewed and approved through the City of Aurora Homelessness Office

Priority will be given to first-time applicants

- However, even when all eligibility criteria are met, the request may not be approved

It is a **requirement for eligible candidates to be able to maintain housing** after receiving flexible housing fund assistance



Funding Disbursement

Once an application is approved, **all funding** for an applicant's request **will be issued by the City of Aurora**



Data & Outcome Measures

All data will be tracked in the City of Aurora's Homelessness Office

An example of **outcome measures** we will be looking at are:

- Number of households assisted
- Number of individuals assisted
- What types of assistance are being utilized?
- What percentage of participants maintain stable housing for 12 months post allocation?
- What percentage of participants that receive relocation assistance remain out of the City of Aurora homeless service system?



Question for Committee Members

Does the Committee support and move to study session the resolution of the City of Aurora, Colorado that appropriates \$575,000 of marijuana funds to the City of Aurora's Flexible Housing Fund?



RESOLUTION NO. R2021- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, TO AWARD CITY FUNDING FROM THE
CITY'S HOMELESS PROGRAM TO THE
AURORA FLEXIBLE HOUSING FUND PROGRAM FOR 2021
AT THE CURRENT FUNDING LEVELS

WHEREAS, the City's House Aurora Partnership program has been renamed the Aurora Flexible Housing Fund Program; and

WHEREAS the Aurora Flexible Housing Fund Program is intended to be used to address individuals and families in the City experiencing homelessness or who are at imminent risk of homelessness; and

WHEREAS, the funds in the Aurora Flexible Housing Fund Program are used to provide eligible Aurora residents with re-housing assistance, purchasing ticket to relocate, diversion, and eviction prevention; and.

WHEREAS, the citizens of Aurora approved an additional sales and use tax of up to 10% on the sale of retail marijuana and retail marijuana products in the 2014 election; and

WHEREAS, City Council passed Ordinance Number 2016-59 that raised the sales tax on all sales of retail marijuana and retail marijuana products from 5.75% to 7.75%. The additional sales tax revenue goes into the Aurora Flexible Housing Fund Program and is intended to be used to provide services or housing options for individuals and families in Aurora experiencing homelessness or who are at imminent risk of homelessness; and

WHEREAS, the City's Homelessness Program has enough funds in their budget to continue to support funding the Aurora Flexible Housing Fund Program for the year 2021 at the same funding levels as was provided to the program in 2019 and 2020; and

WHEREAS, the proposed funding for the Aurora Flexible Housing Fund Program is \$575,000.00; and

WHEREAS, City staff will prepare service provider agreements with homelessness Service Providers so they may continue to provide services under the Aurora Flexible Housing Fund Program to eligible Aurora residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The City Council approves making a funding grant of \$575,000.00 to the Aurora Flexible Housing Fund Program for the year 2021.

Section 2. The City Council authorizes City staff to establish agreements with Service Providers providing services to eligible Aurora individuals and families experiencing homelessness or who are at imminent risk of homelessness using funds from the Aurora Flexible Housing Fund Program and consistent with the recitals above.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Tim Joyce RLA

TIM JOYCE, Assistant City Attorney