### CITY MANAGER'S OFFICE MEMORANDUM #15-2023

**DATE:** April 10, 2023

**TO:** Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager

**SUBJECT:** CR-65 – First Amendment to Regional MOU Regarding Homelessness Services

#### **PURPOSE**

To consider CR-65, a resolution approving a First Amendment to the Memorandum of Understanding (MOU) with Adams County and local municipalities for regional collaboration regarding homelessness services. This amendment will include the City of Arvada as a participating municipality.

### **BACKGROUND**

In August 2021, leadership and staff from Adams County, and several municipalities, and the City and County of Broomfield started meeting monthly to strategize how to address homelessness on a regional level. There was not a regional approach to coordinating homelessness services, data sharing and determining the roles and responsibilities of Adams County and its municipalities. Addressing homelessness impacts and meeting the needs of those experiencing homelessness is a shared responsibility of everyone. It was realized early on that this commitment needed to be formalized in an MOU and all municipalities involved signed on.

The goal of the MOU is to align municipal and county efforts and resources toward evidencebased homelessness solutions and housing services and to address the gaps in service provision for people experiencing homelessness.

On April 25, 2022, City Council approved the MOU through Resolution No. 22-78, included as Attachment 1. Recently, Arvada requested to be added as a party to the MOU and Adams County provided the proposed amendment to add the City of Arvada and improve regional collaboration. The amendment will also allow additional jurisdictions to become a party to the MOU by executing the MOU and this First Amendment and submitting the same to Adams County for approval.

#### **Key Components of the MOU**

- It is a three-year term that can renew annually.
- Adams County leads in coordinating efforts, including convening meetings with elected officials and leadership within each municipality.
- A central hub has been created so data can be shared and the root causes of homelessness analyzed.
- The data is used to identify opportunities and best solutions.
- A Core Team delivers outputs and outcomes.
- Each municipality assigns a staff member to the Core Team.
- There is no financial commitment.

Adams County has provided an updated presentation with background on the MOU partnership as Attachment 2. Paolo Diaz, Community Safety & Well-Being Poverty Reduction Manager, will be present at the April 10 meeting.

CR-65 – First Amendment to Regional MOU Regarding Homelessness Services April 10, 2023
Page 2 of 2

### **BUDGET/TIME IMPLICATIONS**

There are no financial or time impacts to the City.

#### STAFF RECOMMENDATIONS

Staff recommends approval of CR-65, a resolution that, if approved, would authorize the Mayor to execute the First Amendment to the MOU on behalf of the City.

#### STAFF REFERENCE

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

### **ATTACHMENTS**

- 1. Resolution No. 22-78
- 2. Adams County Presentation
- 3. Homelessness By the Numbers Information Sheet

CR-65 – First Amendment to Regional MOU Regarding Homelessness Services

| SPONSORED BY: MAYOR LEIGHTY   |   |
|---|---|
| COUNCIL MEMBER'S RESOLUTION   | RESOLUTION NO.  |
| NoCR-82   | 22-78   |
| Series of 2022  | Series of 2022  |
| A RESOLUTION APPROVING THE MEMORAND ADAMS COUNTY, THE CITIES OF AURORA, BRIGHEIGHTS, NORTHGLENN, THORNTON, WESTN AND THE CITY AND COUNTY OF BROOMF SERVICES   | GHTON, COMMERCE CITY, FEDERAL<br>MINSTER, THE TOWN OF BENNETT |
| BE IT RESOLVED BY THE CITY COUNC COLORADO, THAT:  | CIL OF THE CITY OF NORTHGLENN                                 |
| Section 1. The Memorandum of Understan Aurora, Brighton, Commerce City, Federal Heights, Town of Bennett, and the City and County of Broomfie homelessness services is hereby approved and the May of the City. | eld, attached hereto as Exhibit 1, regarding                  |
| DATED at Northglenn, Colorado, this <u>a5th</u> day   | y of <u>April</u> , 2022.                                     |
|   | Mreden Leighty EREDITH LEIGHTY ayor                           |
| ATTEST:   |   |
| JOHANNA SMALL, CMC<br>City Clerk  |   |
| APPROVED AS TO FORM:  |   |
| COREY Y. HOFFMANN<br>City Autorney  |   |

MEMORANDUM OF UNDERSTANDING BETWEEN ADAMS COUNTY, COLORADO AND THE CITIES OF AURORA, BRIGHTON, COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, WESTMINSTER, THE TOWN OF BENNETT, AND THE CITY AND COUNTY OF BROOMFIELD REGARDING HOMELESSNESS SERVICES.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered this \_\_ day of \_\_\_\_\_, 2022, between Adams County, located at 4430 S. Adams County Parkway, Brighton, CO 80601 hereinafter referred to as "County"; the City of Aurora, Colorado located at 15151 East Alameda Parkway, Aurora, Colorado 80012; the City of Brighton, Colorado, located at 500 South 4th Avenue, Brighton, Colorado 80601; the City of Commerce City, Colorado, located at 7887 East 60th Avenue, Commerce City, Colorado 80022; the City of Federal Heights, Colorado, located at 2380 West 90th Avenue, Federal Heights, Colorado, 80260; the City of Northglenn, Colorado, located at 11701 Community Center Drive, Northglenn, Colorado 80233; the City of Thornton, Colorado, located at 9500 Civic Center Drive, Thornton, Colorado 80229; the City of Westminster, Colorado, located at 4800 West 92nd Avenue, Westminster, Colorado 80031; the Town of Bennett, located at 207 Muegge Way, Bennett, Colorado 80102, and the City and County of Broomfield, located at 1 DesCombes Drive, Broomfield, Colorado 80020; collectively referred to herein as "Municipalities". The County and Municipalities may be collectively referred to herein as the "Parties".

### Background

The coordination of homelessness services, data sharing, and determining roles and responsibilities between the County and its Municipalities has been a consistent challenge. As a county, Adams County provides public benefits and other resources; however, policies related to staffing, housing services, and resident responses lie independently within its Municipalities. Our 2020 Point-in-Time (PIT) Count states that there are 483 individuals experiencing unsheltered homelessness in Adams County; however, data from the 2020-21 Severe Weather Activation Plan (SWAP) season shows that we have at least 800 unsheltered individuals experiencing homelessness. The data also shows that homelessness in Adams County is a homegrown issue, as 67% of residents that accessed the hotel/motel vouchers listed Adams County as their last permanent residence. With three of the top four large evicting cities either fully or partially in Adams County, we recognize that homelessness is a shared problem. It is essential for the Parties to coordinate services and investments countywide so we can reach people experiencing homelessness in their community.

We also strive to ensure our investments in homelessness are making the biggest impact for our most vulnerable residents. This ensures that our resources are continuing to improve outcomes for people experiencing or at risk of homelessness. Adams County and its Municipalities have made progress in funding and serving people experiencing homelessness (PEH) though initiatives such as the Severe Weather Action Plan (SWAP), Adams County Day Works, Homelessness Outreach, Mobile Showers and Mobile Laundry Services, Mobile Home Initiative, Housing Navigation and Mediation, Respite Housing, and Next Step. However, there are countywide gaps in services indicating that coordination on shared priorities is needed.

#### **Purpose**

The purpose of this MOU is to further strengthen regional coordination and improve outcomes for people experiencing or at risk of homelessness through a shared vision. Through a commitment to share and utilize available data, the Parties agree to identify resource and service needs for people experiencing or at risk of homelessness and potential locations and properties that can best provide those resources and services. This work is intended to be multi-faceted and a long-term commitment resulting in solutions to addressing current challenges for PEH access to services and housing.

#### **Project Goals and Outcomes**

The Parties support the following goals and outcomes:

**VISION**: To provide a regionally coordinated, aligned, and evidence-based approach to providing services in Adams County and Broomfield County so that homelessness is a rare, brief, and one-time experience for our residents.

**GOAL:** To align municipal and county efforts and resources towards evidence-based homelessness solutions and housing services and to address the gaps in service provision for PEH.

#### **ACTIVITIES:**

- Identify what data is readily available and can easily be shared, as well as what limitations exist in the data.
- Share available homelessness-related data with Adams County and with all of the Parties to create a central hub, hosted on Adams County servers, to analyze root causes and best solutions to reduce homelessness. This may include, but is not limited to, Homelessness Management Information Systems (HMIS) data, as well as programmatic, police, health, and citizen complaint data, as available, at the jurisdictional level.
- Utilize data to identify:
  - How to take the work to the next level culminating in an implementation plan for providing facilities for service provision as well as transitional and permanent supportive housing.
  - Areas of opportunity to provide a comprehensive system of services and housing for PEH based on existing mapping of facilities, an inventory of current services being provided, and development of a single navigation and entry system.
  - Objective criteria and ideal locations, available properties, and opportunities to provide the identified resources and services which may include:
    - Day shelter and/or housing navigation services.
    - Filling in gaps in the shelter/housing continuum including, but not limited to:
      - Safe parking

- Tiny home villages
- Pallet shelter communities
- o Transitional housing
- Permanent supportive housing
- Identify potential state and federal grant programs, or partnerships with nonprofit organizations to secure endowments and to leverage funding between the Parties and other entities.
- Identify other challenges related to services for PEH and housing continuum such as transportation, mental, behavioral, or other health support, and/or employment.
- Identify needed adjustments to zoning regulations or design standards that might impose impediments to the placement of shelters, transitional and permanent housing, or require additional time to resolve.
- Collaborate on issues pertaining to housing regulations.
- Identify development partners and real estate partnerships/lease opportunities to maximize delivery of housing projects along the continuum of care.

#### **OUTPUTS:**

- An objective, evidence-based document that outlines the need for day shelter or types of short- and long-term housing/shelter and recommendations on potential locations and properties (Report) that would be most suitable for these efforts.
  - Recommendations could also include measures that address root causes, systems and/or policy changes, and preventative programs, among others.
  - This Report will be used to guide discussion and decisions for the Parties.
- A secure, central, electronic warehouse for homelessness-related data in Adams County so that we can understand the full landscape and life cycle of homelessness, root causes of housing instability, and the best ways to reduce homelessness in Adams and Broomfield Counties.

#### OUTCOME:

- More collaboration between municipalities in making homelessness rare, brief, and one-time.
- Improved service provision and infrastructure so that homelessness is a rare, brief, and one-time experience.

### Commitment

This MOU does not irrevocably bind or commit any Party to any financial obligation; however, it implies the Parties will strive to perform the Roles and Responsibilities, identified herein to the best of their abilities.

#### **Effective Date and Term**

This MOU will take effect on January 1, 2022 and remain in effect through December 31, 2024, subject to the Parties' right to terminate under this MOU.

This MOU will automatically renew for up to three consecutive one-year terms, subject to the Parties' right to terminate this MOU.

This MOU, or any Party's participation in this MOU, may be terminated by providing 60 days written notice to all Parties.

Nothing in this MOU shall be construed to create a multiple fiscal-year obligation for any Party.

### **Roles and Responsibilities**

Adams County is responsible for the following:

- Driving the work prescribed in the MOU that shows commitment in aligning efforts including coordinating the development of the Report with input from the Parties.
- Coordinate with the Municipalities on the signing and execution of the MOU and any other Intergovernmental Agreements required to develop the Outputs.
- Convene meetings with Municipalities, Elected Officials, and Core Team that move the work ahead.
- Share data with the rest of the Parties for efficient, effective, and consistent use to help facilitate program planning, policymaking, and project delivery.
- Provide updates on the progress in partnership with Municipalities.
- Facilitate conversations on data sharing with Core Team and municipal departments.
- Assign a member from Adams County to the Core Team who can speak on behalf of the county subject to approval by the elected officials or executive management with respect to Activities identified in this MOU.

Municipalities are responsible for the following:

- Commitment in aligning efforts.
- Participate in meetings with the Parties that drive the work forward.
- Actively share data with Adams County for efficient, effective, and consistent use to help facilitate program planning, policymaking, and project delivery.
- Assign a member from the participating entity to the Core Team who can speak on behalf of the municipalities subject to approval by the elected officials or executive management with respect to Activities identified in this MOU.

#### **Core Team**

 Commit to working with Adams County staff delivering the scope of work, data needs, data evaluation, service gaps, and individual municipal interests, among others.

- Work with the Parties to help identify policy changes within Municipalities and the Counties to meet homelessness services needs.
- Report out to the Parties on the progress of the work.
- Make informed, regionally oriented decisions based on available data to reduce homelessness.

## **SIGNATURE PAGES ADAMS COUNTY** Chair Approved to Form: Adams County Attorney's Office **CITY OF AURORA** Mayor Approved to Form: City Attorney's Office **CITY OF BRIGHTON** Mayor

| Approved to Form:       |   |
|-------------------------|---|
|                         |   |
|                         |   |
| City Attorney's Office  | • |
| City Attorney's Office  |   |
|                         |   |
| CITY OF COMMERCE CITY   |   |
|                         |   |
|                         |   |
|                         | _ |
| Mayor                   |   |
|                         |   |
| Approved to Form:       |   |
|                         |   |
|                         |   |
| City Attorney's Office  | - |
| city Attorney 3 office  |   |
|                         |   |
| CITY OF FEDERAL HEIGHTS |   |
|                         |   |
|                         |   |
| -                       | - |
| Mayor                   |   |
|                         |   |
| Approved to Form:       |   |
|                         |   |
|                         |   |
| City Attorney's Office  | • |
|                         |   |

### **CITY OF NORTHGLENN**

| Murideth Lugh<br>Mayor |
|------------------------|
| Approved to Form:      |
| City Attorney's Office |
| CITY OF THORNTON       |
| Mayor                  |
| Approved to Form:      |
| City Attorney's Office |
| CITY OF WESTMINSTER    |
| Mayor                  |

| Approved to Form:             |    |
|-------------------------------|----|
|                               |    |
|                               | ē. |
| City Attorney's Office        |    |
|                               |    |
| TOWN OF BENNETT               |    |
|                               |    |
| Mayor                         |    |
| Mayor                         |    |
| Approved to Form:             |    |
|                               |    |
|                               |    |
| Town Attorney's Office        |    |
|                               |    |
| CITY AND COUNTY OF BROOMFIELD |    |
|                               |    |
| Mayor                         |    |
| Mayor                         |    |
| Approved to Form:             |    |
|                               |    |
|                               |    |
| County Attorney's Office      |    |



## Regional Alignment on Homelessness

April 10, 2023

## Agenda

- Incorporating City of Arvada to Regional Work
- A Regional Approach to Homelessness
- O Homeward Adams
- Severe Weather Activation Program (SWAP)
- Challenges and Opportunities
- O ARPA Tranche 2\*

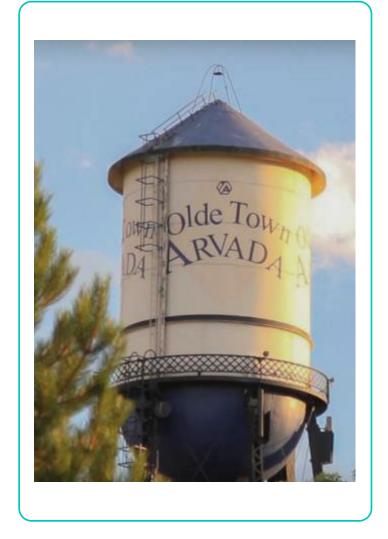


## First Amendment to MOU

Incorporating City of Arvada into the Regional Alignment on Homelessness

## First Amendment to MOU

- Include City of Arvada as participating municipality
- Arvada expressed interest in late 2022
- Arvada city council approved in February 2023
- Approximately 2,900 residents in Adams County
- Improves regional collaboration



# A Regional Approach to Homelessness

Adams County, Municipalities, City and County of Broomfield

# Purpose of Regional Alignment on Homelessness

- Strengthen regional coordination
- Noncentralized approach
- O Improve outcomes
- Shared vision
- Memorandum of Understanding (MOU)
  - Commitment on alignment
  - Assign member to Core Team
  - Data sharing



## **Outputs and Outcomes**

- Secure electronic data warehouse
- Evidence-based document with recommendations
- More collaboration and improve service provision to ensure homelessness is rare, brief, and one-time



# What does a regional partnership look like?

- O Winter Housing Program Northglenn
- O Safe Parking two lots in Commerce City
- Navigation Center at Human Services Westminster
- SMART Bench unincorporated Adams County
- Mailroom Northglenn

Programs and services concurrent with MOU



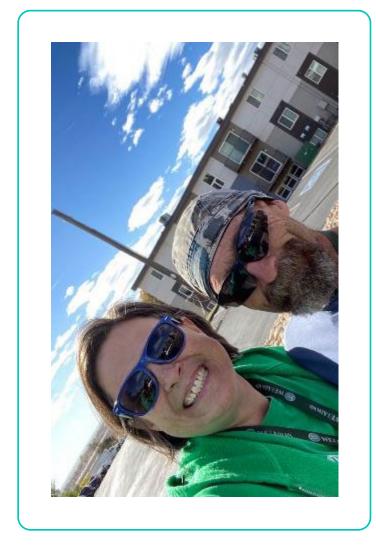
# What does a regional partnership look like?

- Office Hours Northglenn
- Hotel Voucher Intakes Northglenn
- Quarterly Navigate Adams Resource Fair –Northglenn, Unincorporated, Aurora, Westminster
- O Navigation center at Almost Home Brighton
- Family shelter at ACCESS Housing Commerce City
- Mobile Showers and Laundry Northglenn & Westminster



## Data: The Progress

- Since 2021 34% increase in shelter beds
- 2021-22 cold weather season zero deaths due to cold weather exposure
- O In 2022 72% reduction in veteran homelessness
- In 2022 1,380 exits from homelessness to housing



## **Homeward Adams**

A Homelessness Reduction Strategic Framework

## **Homeless Prevention**

- O Eviction Prevention Subcommittee
- Eviction Prevention Resource Guide distributed by Justice Center
- Emergency Rental Assistance
- Legal Aid Assistance \$50k
- Tenant-Landlord Mediation \$170k
- Mobile Home Initiative \$100k



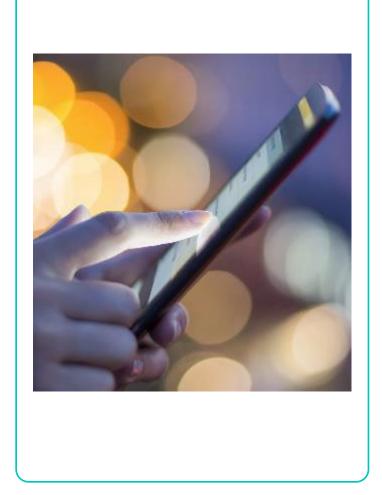
## **Homeless Services**

- Full geographic street outreach coverage
- Built for Zero
- O SMART Bench \$6k
- Respite Housing \$150k
- O Long Distance Travel Fund \$20k
- O Up & Adams (coming soon) \$500k
- Mobile services expansion
  - Laundry and shower \$24k
  - O Mobile mental health \$600k\*



## Highlight: Severe Weather Activation Program (SWAP)

- Paperless through swapp
- 1,155 unique clients this winter season
- 10,000+ nights of homelessness averted since November
- O December exceeded 410 vouchers in one night
- SWAP Budget
  - O 2020 \$100k
  - O 2021 \$250k
  - O 2022 \$700k
  - O 2023 Additional ARPA request to meet the needs\*



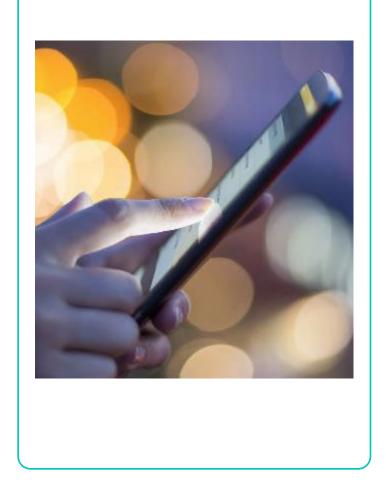
# Highlight: Severe Weather Activation Program (SWAP) - 2022-23

- 60% listed Adams County as last permanent residence
  - Jeffco 10% (N size grew by 98% year over year)
  - Out-of-state 7% (N size by grew 210% year over year)
  - Weld 2% (N size grew by 58% year over year)
- 22% slept in Thornton the night before activation (unique clients)
  - 16% in Westminster
  - 15% in Northglenn



# Severe Weather Activation Program (SWAP) - 2022-23

- 31% reported mental health concern
- 28% reported physical disability
- 9% reported developmental disability
- 31% reported chronic health condition
- 15% of clients (268) have utilized the program five (5) or more times in the past two years



## Highlight: Locations of SWAP Hotels

- Comfort Suites Denver
- O HomeTowne Studios Aurora
- O HomeTowne Studios Denver Lakewood
- O HomeTowne Studios Thornton
- Quality Inn Louisville
- Quality Inn Westminster
- Rodeway Inn Denver
- SureStay Plus by Best Western Thornton
- TownePlace Suites Broomfield



## Housing Continuum

- Matched 46 Housing Vouchers for people experiencing homelessness
  - Other incoming vouchers
- O Northglenn Winter Housing Program \$520k
  - Sheltered 73 people
  - Transitioned 19 to stable housing
- O Safe parking lots \$387k
- O Ready to Work Aurora \$202k

More projects can be found in the ARPA Tranche 2 slides.



# Data: Challenges and Opportunities

- 570 shelter bed deficit
- Few services for certain populations
- Highest rate of family homelessness
- Domestic violence is the top cause of homelessness



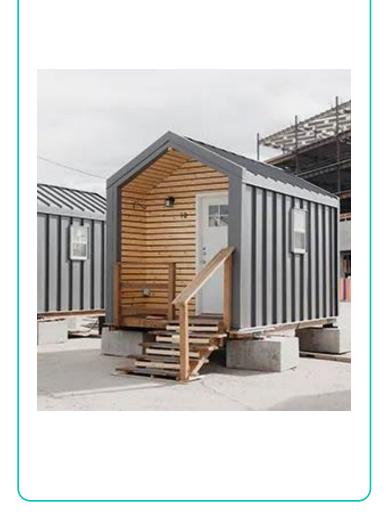
## **ARPA Tranche 2 Allocations**

Approved by Board of County Commissioners February 2023

## Housing and Homelessness Prevention

### Development

- Land Trust Partnership with Maiker Housing Partners -\$5M
- O Clarion Hotel Conversion with CCH \$3.8M\*
- Farmworker Housing Partnership with CRHDC \$5M\*
- Match for additional HOME/CDBG housing projects -\$2M\*
- Homelessness Campus Partnership with City of Aurora - \$5M\*
- Tiny Home Villages (multiple projects) \$5M\*



## Housing and Homelessness Prevention

### Programming

- Domestic Violence Respite Housing Partnership with Almost Home and Brighton Housing Authority -\$1.08M\*
- Earmark for Eviction Prevention/Rapid Rehousing -\$1M\*
- Severe Weather Activation Program (SWAP) -\$1.5M\*



## Housing Continuum Including Tranche 2



**EMERGENCY SHELTER** 

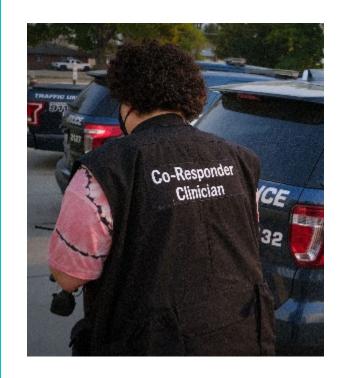
TRANSITIONAL HOUSING

SUBSIDIZED
AFFORDABLE HOUSING

SUPPORTIVE HOUSING

## Mental and Behavioral Health

- Mapping of Services and Supports \$75k
- Earmark for Needs Identified in Services and Supports Mapping - \$3M
- O Co-Responder in All Communities \$1.9M
- Mobile Mental Health/Human Services \$1.8M
- Strengthening Families Partnership with ECPAC, Human Services, and Public Health - \$1.15M
- O Mental Health/Stigma Reduction Training \$1.2M

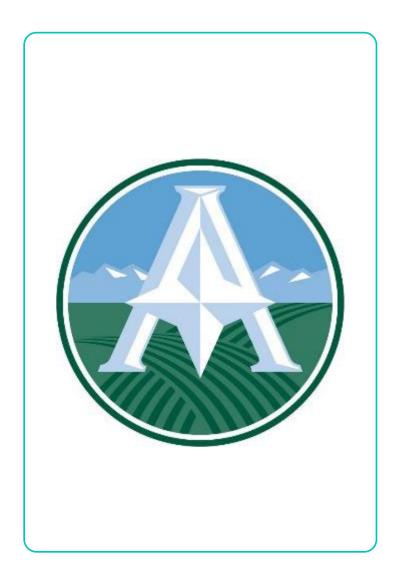


## Thank You!

Paolo Diaz

CSWB Poverty Reduction Manager - Adams County

PDiaz@adcogov.org



## **HOMELESSNESS**

### BY THE NUMBERS



Adams County, in concert with local municipalities, has worked towards ending homelessness. There has been a **40**% reduction in homelessness, a **50**% reduction in family homelessness, and a **34**% increase in shelter beds. In 2021-2022 there have been **0** deaths from cold weather exposure.

unique and active clients via HMIS<sup>1</sup>

rides given to through the Lyft ride program

725 unique clients

exits from
homelessness to
housing

19 were stably housed

used this service

72%
reduction in veteran homelessness in 2022

73
sheltered via the 

Winter Housing
Program

### TENANT-LANDLORD MEDIATION

In partnership with Brothers Redevelopment, CSWB is working to involve housing managers in homelessness prevention. The Housing Counseling & Mediation program provides tenantlandlord mediation services for Adams County residents experiencing housing instability. Brothers also provides HUD-certified housing counseling to residents through their Colorado Housing Connects phone line. Additionally, Brothers hosts landlord engagement and education workshops to recruit property owners who are willing to rent to hard-to-house residents.

20%

Landlords agreed to forego eviction

10%

Tenants referred to legal assistance 7%

Tenants agreed to pay rent

<sup>&</sup>lt;sup>1</sup> Data includes clients served by Adams County, Aurora, Northglenn, and Thornton.

## SEVERE WEATHER ACTIVATION PLAN (SWAP)

SWAP provides hotel/motel vouchers to literal homeless households during periods of inclement weather (32 degrees and wet or 20 degrees and dry). In addition to the

hotel/motel vouchers, we provide supportive case management services to address barriers to permanent housing and re-housing assistance. Clients can complete forms electronically via  $\mathsf{SWAPP.}^2$ 



1,155

unique clients in the program



10,000 4

nights of homelessness averted since Nov. '22



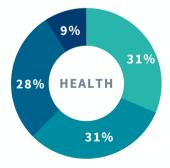
410

vouchers given out in one night in Dec. '22



60% listed Adams County as their last permanent residence.

- Denver 13% (grew 41%)
- Jefferson 10% (grew 98%)<sup>3</sup>
- Out-of-state 7% (grew 210%)



- 31% reported a mental health concern
- 31% reported a chronic health condition
- 28% reported a physical disability
- 9% reported a developmental disability



22% slept in Thornton the night prior to activation (unique clients)

- Westminster 16%
- Northglenn 15%

 $<sup>^{2}</sup>$  15% of clients (268) have utilized the program five (5) or more times in the past two years.

<sup>&</sup>lt;sup>3</sup> Change is from 2021 to 2022.

SPONSORED BY: MAYOR LEIGHTY COUNCIL MEMBER'S RESOLUTION RESOLUTION NO. No.\_\_\_\_\_ CR-65 Series of 2023 Series of 2023 A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN ADAMS COUNTY, THE CITIES OF ARVADA, AURORA, BRIGHTON, COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, WESTMINSTER, THE TOWN OF BENNETT, AND THE CITY AND COUNTY OF BROOMFIELD REGARDING HOMELESSNESS SERVICES BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT: Section 1. The First Amendment to the Memorandum of Understanding between Adams County, the cities of Arvada, Aurora, Brighton, Commerce City, Federal Heights, Northglenn, Thornton, Westminster, the Town of Bennett, and the City and County of Broomfield, attached hereto as Exhibit 1, regarding homelessness services is hereby approved and the Mayor is authorized to execute same on behalf of the City. DATED at Northglenn, Colorado, this day of , 2023. MEREDITH LEIGHTY Mayor ATTEST: JOHANNA SMALL, CMC City Clerk APPROVED AS TO FORM: COREY Y. HOFFMANN

City Attorney

#### FIRST AMENDMENT TO THE

MEMORANDUM OF UNDERSTANDING BETWEEN ADAMS COUNTY, COLORADO AND THE CITIES OF AURORA, BRIGHTON, COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, WESTMINSTER, THE TOWN OF BENNETT, AND THE CITY AND COUNTY OF BROOMFIELD REGARDING HOMELESSNESS SERVICES.

This First Amendment To The Memorandum Of Understanding ("MOU") Between Adams County, Colorado And The Cities Of Aurora, Brighton, Commerce City, Federal Heights, Northglenn, Thornton, Westminster, The Town Of Bennett, And The City And County Of Broomfield Regarding Homelessness Services (hereinafter "First Amendment") is entered this \_\_\_ day of \_\_\_\_\_, 2023, between the original Parties to the MOU and the City of Arvada, Colorado, located at 8101 Ralston Road, Arvada, CO 80002, who together may be collectively referred to herein as the "Parties".

WHEREAS, Adams County and the Municipalities named above entered into a regional MOU regarding homelessness services within their jurisdictions dated January 1, 2022; and,

WHEREAS, the City of Arvada, Colorado has indicated that it is interested in becoming a participating Municipality of the MOU; and,

WHEREAS, the Parties agree that including additional participating jurisdictions could improve the regional collaboration and potential outcomes for all of those participating in the MOU.

NOW, THEREFORE, the MOU is hereby amended to include the City of Arvada as a participating Municipality.

THE MOU IS FURTHER AMENDED to provide as follows:

In order to streamline the process, if any additional jurisdiction expresses interest in becoming a Party to the MOU they may do so by submitting a signed copy of the MOU and this First Amendment to Adams County. Adams County may approve or deny the participation of that jurisdiction in the MOU. If Adams County approves the participation of the jurisdiction in the MOU, then that jurisdiction will become a Party to the MOU and Adams County will notify the other Parties.

This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

The MOU and this First Amendment contain the entire understanding of the parties hereto. Any terms, conditions, or provisions of the MOU that are not amended or modified by this First Amendment shall remain in full force and effect.

### **SIGNATURE PAGES**

| ADAMS COUNTY                             |   |  |
|--|---|--|
|  |   |  |
| Chair                                    |   |  |
| Approved as to Form:                     |   |  |
| Approved as to Form.                     |   |  |
| Adams County Attorney's Office           |   |  |
| ATTEST:                                  |   |  |
| City Clerk                               |   |  |
| CITY OF ARVADA                           |   |  |
| Mayor                                    |   |  |
| Approved as to Form:<br>Rachel A. Morris |   |  |
| By:City Attorney's Office                | _ |  |
| ATTEST:                                  |   |  |
| City Clerk                               |   |  |

## **CITY OF AURORA** Mayor Approved as to Form: City Attorney's Office ATTEST: City Clerk **CITY OF BRIGHTON** Mayor Approved as to Form: City Attorney's Office ATTEST: City Clerk

## **CITY OF COMMERCE CITY** Mayor Approved as to Form: City Attorney's Office ATTEST: City Clerk **CITY OF FEDERAL HEIGHTS** Mayor Approved as to Form:

City Attorney's Office

ATTEST:

City Clerk

## Meredith Leighty, Mayor Approved as to Form: Corey Y. Hoffmann, City Attorney ATTEST: Johanna Small, City Clerk **CITY OF THORNTON** Mayor Approved as to Form: City Attorney's Office ATTEST:

City Clerk

**CITY OF NORTHGLENN** 

## Mayor Approved as to Form: City Attorney's Office ATTEST: City Clerk **TOWN OF BENNETT** Mayor Approved as to Form: Town Attorney's Office ATTEST:

City Clerk

**CITY OF WESTMINSTER** 

### **CITY AND COUNTY OF BROOMFIELD**

| Mayor                    |  |
|--------------------------|--|
|                          |  |
| Approved as to Form:     |  |
|                          |  |
|                          |  |
|                          |  |
| County Attorney's Office |  |
| ATTEST:                  |  |
|                          |  |
| <br>City Clerk           |  |