

**CITY MANAGER'S OFFICE MEMORANDUM
#3-2021**

DATE: April 12, 2021
TO: Honorable Mayor Meredith Leighty and City Council Members
THROUGH: Heather Geyer, City Manager *Hmg*
FROM: Rupa Venkatesh, Assistant to the City Manager *RV*
SUBJECT: CR-2 – Adams County SWAP Program IGA

PURPOSE

To consider CR-2, a resolution approving an Intergovernmental Agreement (IGA) with Adams County to contribute funds towards the Severe Weather Activation Plan (SWAP) program.

BACKGROUND

On Nov. 16, 2020, Adams County Community Safety and Well-Being Manager Paolo Diaz presented a request to Council to contribute to SWAP funding in 2021. The IGA is with Adams County and six cities, including Northglenn, so it took some time for all cities to agree to the terms.

Currently, the County activates the SWAP program when temperatures drop below 32 degrees and conditions are wet, when it is 20 degrees or below and dry, or when it is 95 degrees for two consecutive nights. This program provides motel vouchers to individuals and families, as well as first aid kits, hygiene packs, and food, when available. This program also provides supportive case management to break down barriers to re-housing, assess for Coordinated Entry with the local Continuum of Care (CoC) through the use of the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT), which guides housing placement, and will work towards re-housing into safe, stable, and healthy housing. Almost Home, Inc. operates this program through a separate agreement with Adams County.

Municipalities that contribute at least \$10,000 will be able to have their local police department distribute the vouchers after hours, including nights and weekends, after receiving training from Almost Home.

The Need

As reported during the Homelessness Community Task Force report to Council on March 1, 2021, Adams County has seen a 625% increase in vouchers issued from the last winter season, with 500 vouchers being issued from November to December 2020 (Attachment 1), costing the County \$60,073.

Below are some additional data points staff received from Adams County on March 12, 2021, that provide information on use of the SWAP program since late October 2020 to March 12, 2021:

- 7,984 nights of homelessness have been averted (when nights of vouchers and individuals per voucher have been calculated).
- 72% of all voucher holders' last permanent residence was in Adams County.
- 63% of voucher holders said that this is their first time experiencing homelessness.
- 57% reported that their current homelessness episode is between six months and two years.

- 600 vouchers were issued over five days for the most recent snowstorm starting on March 13, 2021.

For 2021, Adams County is funding the program at \$200,000. The municipal contributions this IGA provides would increase the budget to \$255,000, which allows for additional funding towards motel vouchers for people experiencing homelessness in the County. Adams County estimates that 2,642 vouchers will be issued based on the projected budget below.

Expenditures	Projected Budget
Staffing	\$55,000
Vouchers	\$185,000
Flex Funds	\$15,000
Total	\$255,000

In addition, this IGA supports Council’s Strategic Plan Objective 5.2 as it relates to Homelessness. Specifically, it is consistent with Tactical Action 5.2.2 – “identify where the city can partner with Adams County to ensure access to physical and mental/behavioral health treatment and social services.”

STAFF RECOMMENDATION

Staff recommends approval of CR-2, a resolution that, if approved would authorize the Mayor to execute the IGA for the SWAP Program with Adams County.

BUDGET/TIME IMPLICATIONS

If CR-2 is approved, \$10,000 from the General Fund will be allocated to the program. Staff will share data on usage of this program as it is provided by the County.

STAFF REFERENCE

If Council members have questions, please contact Rupa Venkatesh, Assistant to the City Manager, at rvenkatesh@northglenn.org or 720.376.8069.

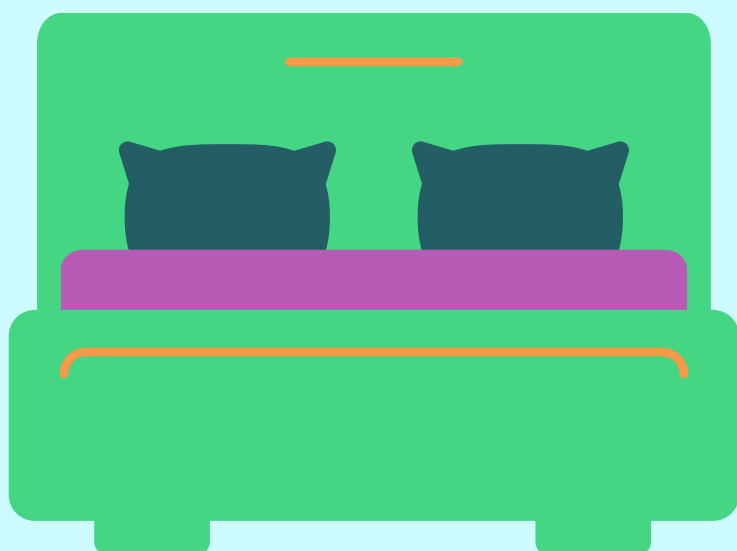
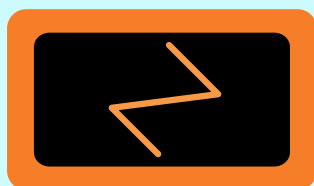
ATTACHMENT

1. SWAP Quarterly Report



Severe Weather Activation Plan Quarterly Report

November - December



Prepared By:
Department of
Community Safety & Well-Being

Overview



The Severe Weather Activation Plan (SWAP) provides motel/hotel vouchers for residents experiencing unsheltered homelessness when it is below 32 degrees and wet or below 20 degrees and dry. To support this growth, Adams County is working on an Inter-governmental agreement (IGA) with six of its municipal partners to provide additional funding towards this program. All six municipalities have expressed support for the IGA and are currently completing their review of the IGA before final approval.

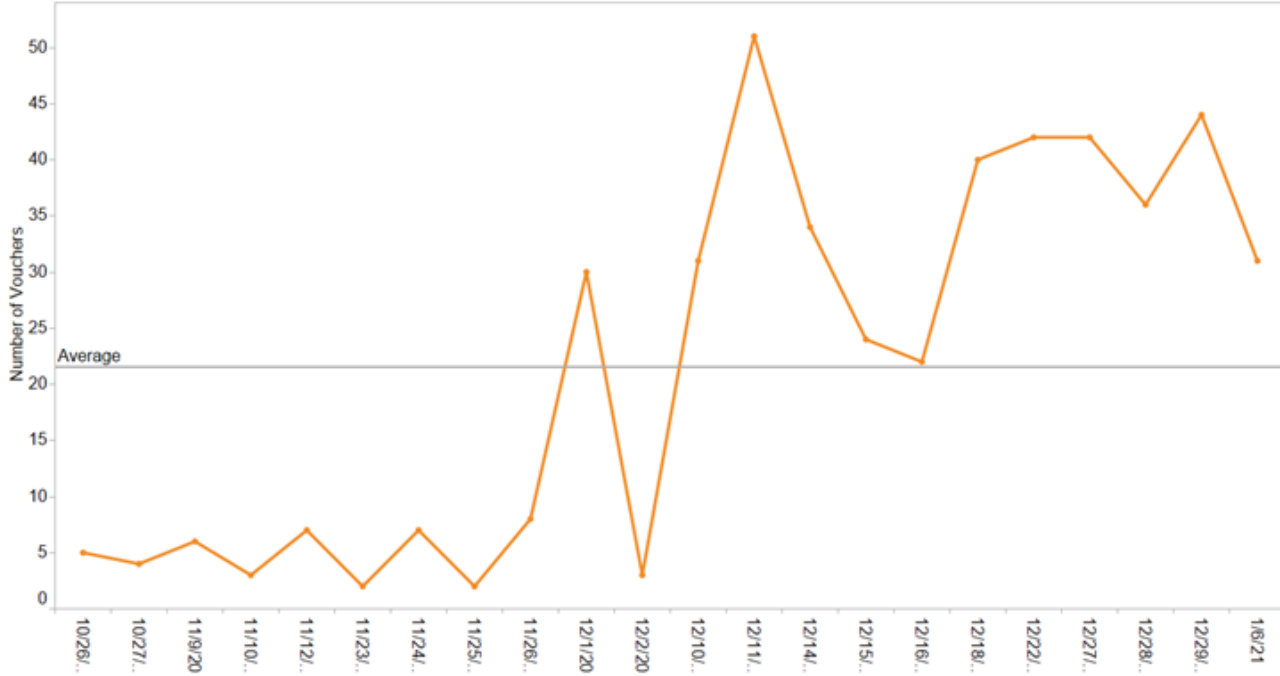
"ALL RESIDENTS DESERVE THE RIGHT TO SAFE AND DIGNIFIED HOUSING, ESPECIALLY DURING EXTREME WEATHER."

This season, we have distributed about 500 vouchers, a 625% increase from last winter season.

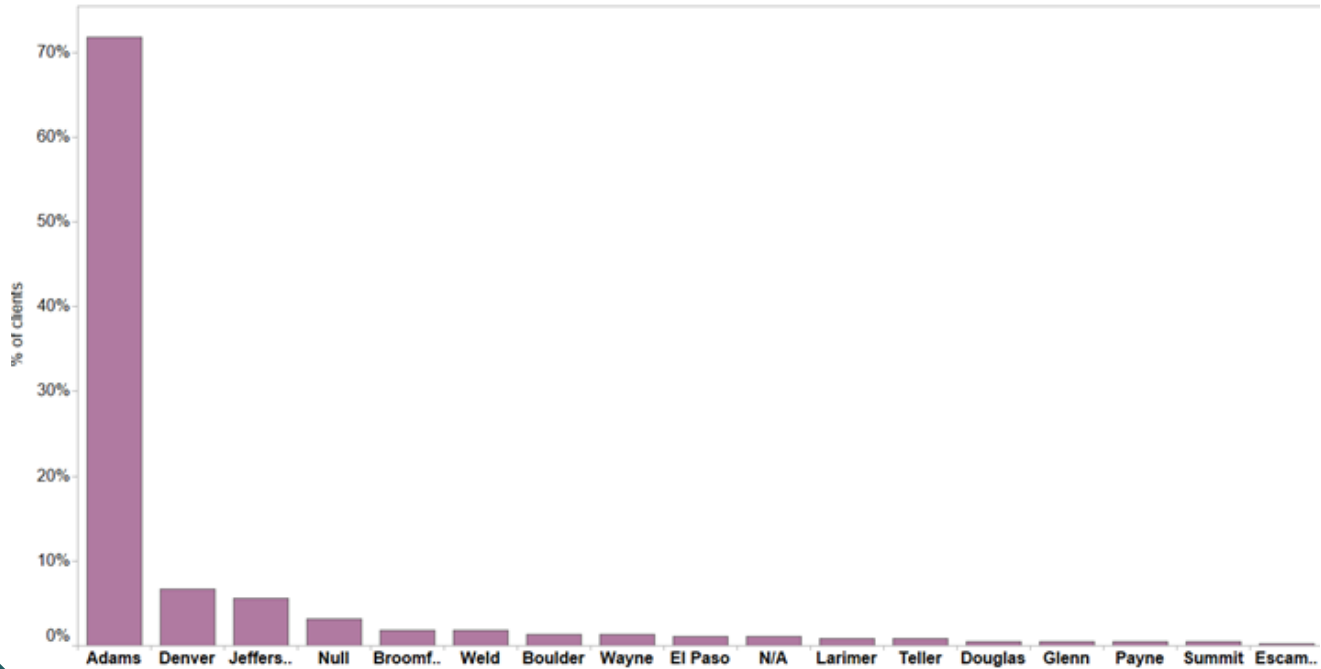


Notable Data

Vouchers Distributed by Day

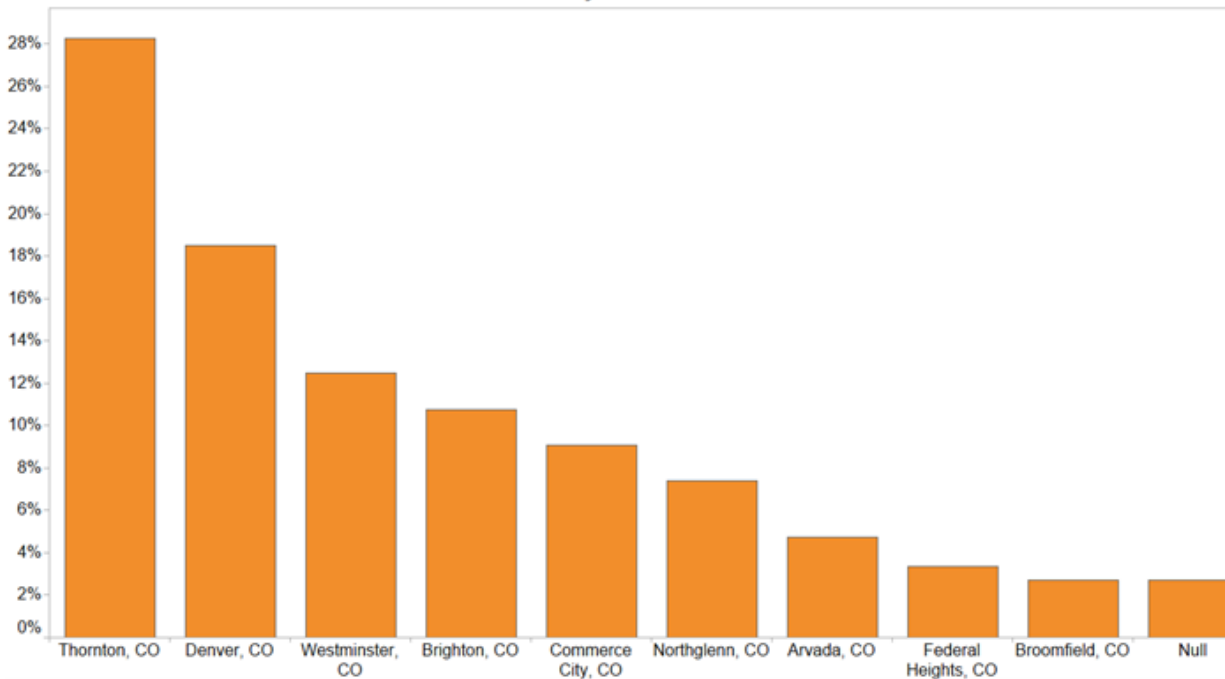


County of Last Permanent Residence



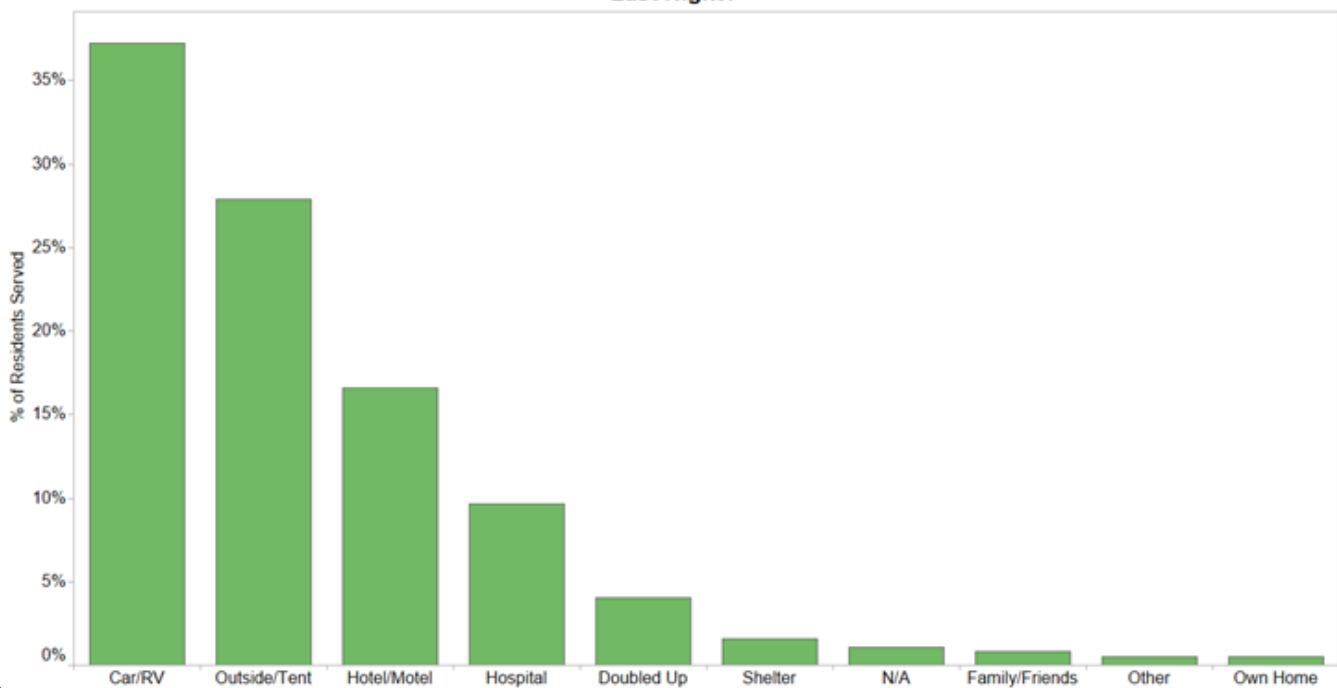
Data Continued

Voucher Holders Last
Permanent City/State of Residence

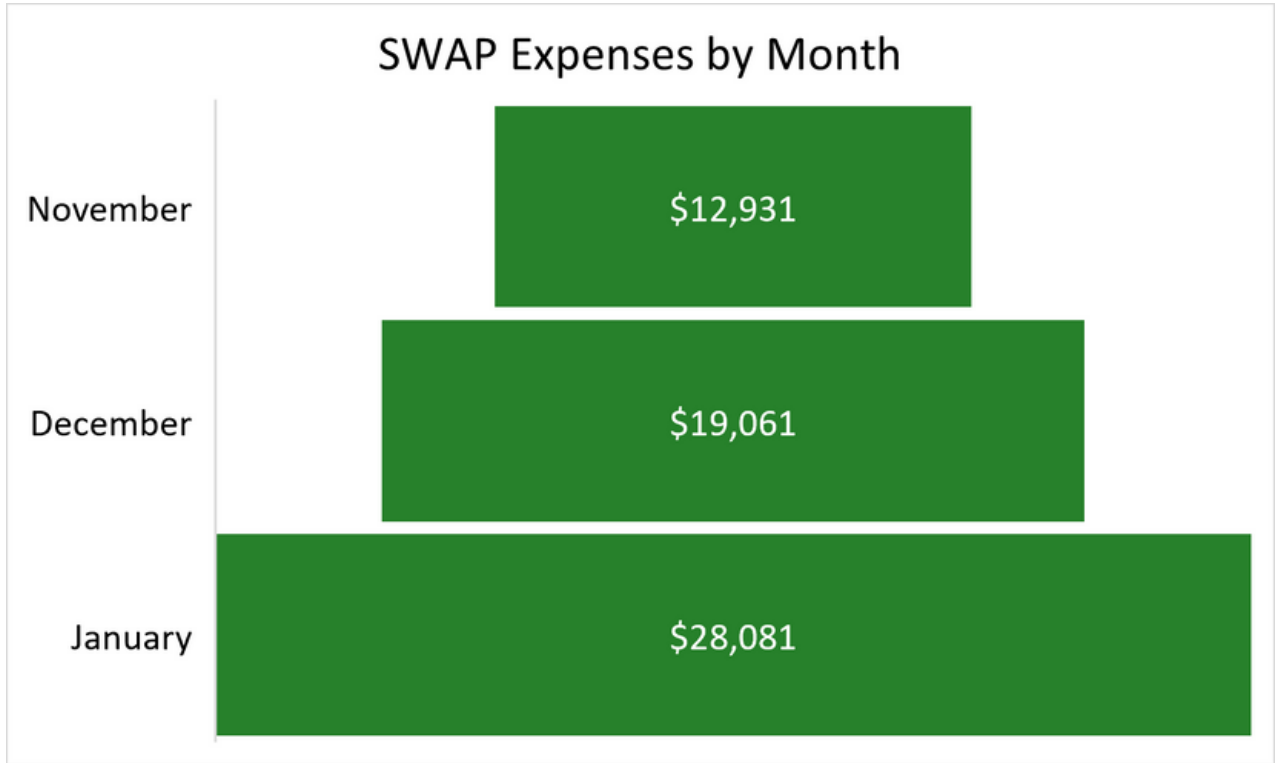


*The above graph may be skewed based on intake site location. It does not detail the municipality the resident slept in the night before.

Where Did You Sleep
Last Night?



Financial Report



Together, we can reduce poverty and homelessness throughout Adams County.

THANK
YOU

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-2
Series of 2021

Series of 2021

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, THE CITIES OF COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, WESTMINSTER, AND THE TOWN OF BENNETT FOR CONTRIBUTIONS TOWARDS MOTEL VOUCHERS FOR THE SEVERE WEATHER ACTIVATION PLAN PROGRAM

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between Adams County, the cities of Commerce City, Federal Heights, Northglenn, Thornton, Westminster, and the Town of Bennett, attached hereto as Exhibit 1, for contributions towards motel vouchers for the Severe Weather Activation Plan (SWAP) Program, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn, Colorado.

DATED at Northglenn, Colorado, this ____ day of _____, 2021.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO AND THE CITIES OF COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, WESTMINSTER, AND THE TOWN OF BENNETT FOR CONTRIBUTIONS TOWARDS MOTEL VOUCHERS FOR THE SEVERE WEATHER ACTIVATION PLAN PROGRAM

This Intergovernmental Agreement (“IGA”) is made on this ___ day of _____ 2021, by and between Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Suite C5000A, Brighton, Colorado 80601, hereinafter referred to as “County” and 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; and the Town of Bennett, located at 207 Muegge Way, Bennett, Colorado 80102; collectively referred to herein as “Municipalities”. The County and Municipalities may be collectively referred to herein as the “Parties”.

WHEREAS, pursuant to Colo. Const. art. XIV, § 18, and § 29-1-203, C.R.S., as amended, the Parties are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and,

WHEREAS, the Parties intend to enter this IGA to address the cost associated with the Respite Housing program (“Program”) within Adams County; and,

WHEREAS, the Parties intend to fund the Program for one year from January 2021 through December 2021; and,

WHEREAS, the total one-year cost of the Program is estimated to be two hundred fifty five thousand dollars (\$255,000); and,

WHEREAS, the Parties intend that the proportionate contributions set forth in the Scope of Work be committed to pay the cost of the Program; and,

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

SECTION 1- SCOPE OF THE IGA

The Parties will perform their obligations under this IGA according to the Scope of Work, attached hereto and fully incorporated herein as Attachment A.

SECTION II- TERM OF THE IGA

The Term of this IGA shall be for a one-year period ending on December 31, 2021.

SECTION III- ALLOCATION OF COSTS

The Municipalities agree to pay funds in accordance with the attached Scope of Work directly to Adams County no later than May 1, 2021. In the event the Program cost is less than the combined Municipal contribution, the Parties agree that the excess funds will be returned to the Municipalities pro rata.

SECTION IV- ANNUAL APPROPRIATIONS

Nothing herein shall constitute a multiple fiscal year obligation of any Party pursuant to Article X, Section 20, of the Colorado Constitution (TABOR). Each Party's financial obligations under this Agreement are contingent upon its legislative body's annual appropriation of funds to discharge the obligations set forth in this Agreement.

SECTION V - INDEPENDENT CONTRACTOR

In providing services under this IGA, the County acts as an independent contractor and not as an employee of the Municipalities. The County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and subcontractors during the term and performance of this IGA. No employee, agent, servant, or subcontractor of the County shall be deemed to be an employee, agent, or servant of the Municipalities because of the performance of any services or work under this IGA. The County, at its sole expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. **Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to workers' compensation benefits from the Municipalities. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this IGA.**

SECTION VI - NONDISCRIMINATION

The Parties shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION VII- HOLD HARMLESS

Each Party assumes responsibility for the actions and/or omissions of its agents and its employees in the performance or failure to perform under this Agreement, and further, each Party, to the extent authorized by law, agrees to hold harmless the other for such actions or omissions of its own employees and/or agents. It is agreed that such liability for actions and omissions of agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, no Party waives nor intends to waive, as to any person not a party to this Agreement the limitations on liability which are provided to each party under the Colorado Governmental Immunity Act § 24-10-101, C.R.S.

SECTION VIII - INSURANCE AND GOVERNMENTAL IMMUNITY

During the term of this IGA, the County agrees to maintain insurance in all forms and types as required by law through either commercial policies or self-insurance. Nothing in this IGA shall be construed as a waiver by any party of any provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended.

SECTION IX - TERMINATION

Any Party may terminate its participation in this IGA upon the provision of written notice to the other Parties at least 30 days prior to the effective date of the termination. No funds will be returned to any Party due to termination of this agreement.

SECTION X - MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The Parties agree that jurisdiction and venue for any disputes arising under this IGA shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws

During the performance of this IGA, the Parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present. Without limiting the generality of the foregoing and as applicable, the Parties expressly agree to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this IGA that are considered to be “Protected Health Information.”

C. Record Retention

The County shall maintain records and documentation of the services provided under this IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this IGA is terminated, unless otherwise provided or required by law. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

D. Assignability

Neither this IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by any party without the prior written consent of the Parties.

E. Waiver

Waiver of strict performance or the breach of any provision of this IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Notice

Any notices given under this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this IGA, any and all notices shall be addressed to the contacts listed below:

For the County:

Attn: County Manager's Office
4430 South Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6829
Facsimile: 720-523-6045

For the Municipalities:

City of Commerce City
Attn: City Manager
7887 East 60th Avenue
Commerce City, CO 80022
Phone: 303-289-3600
Facsimile: XXX

City of Federal Heights
Attn: City Manager

2380 West 90th Avenue
Federal Heights, CO 80260
Phone: 303-412-3525
Facsimile: XXX

City of Northglenn
Attn: City Manager
11701 Community Center Drive
Northglenn, CO 80233
Phone: 303-450-8709
Facsimile: XXX

City of Thornton
Attn: City Manager
9500 Civic Center Drive
Thornton, CO 80229
Phone: 303-538-7200
Facsimile: 303-538-7562

City of Westminster
Attn: City Manager
4800 West 92nd Avenue
Westminster, CO 80031
Phone: 303-658-2006
Facsimile: 303-706-3921

Town of Bennett
Attn: Town Administrator
207 Muegge Way
Bennett, CO 80102
Phone: 303-644-3249
Facsimile: 303-644-4125

H. Integration of Understanding

This IGA contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the Parties hereto.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

This IGA 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.

K. Parties Interested Herein

Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to, any person other than the Parties, any right, remedy, or claim under or by reason of this IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this IGA by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

L. Severability

If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of this IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

M. Authorization

Each Party represents and warrants that it has the power and ability to enter this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

Approved as to form:

Deputy Clerk

Adams County Attorney's Office

CITY OF COMMERCE CITY, COLORADO

By: _____
Roger Tinklenberg, Interim City Manager

ATTEST:

Dylan Gibson, City Clerk

APPROVED AS TO FORM:

Brian Swann, Attorney

CITY OF FEDERAL HEIGHTS, COLORADO

, Mayor

ATTEST:

Patti K. Lowell, City Clerk

William P. Hayashi, City Attorney

CITY OF NORTHGLENN, COLORADO

Meredith Leighty, Mayor

ATTEST:

Johanna Small, City Clerk

Corey Y. Hoffmann, City Attorney

CITY OF THORNTON, COLORADO

By: _____
Kevin S. Woods, City Manager

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

John Mallonee, Acting City Attorney

CITY OF WESTMINSTER, COLORADO

By: _____
Donald M. Tripp, City Manager

Date: _____

ATTEST:

Michelle Parker, City Clerk

APPROVED AS TO LEGAL FORM:

David Frankel, City Attorney

TOWN OF BENNETT

Royce D. Pindell, Mayor

Date: _____

ATTEST:

Christina Hart, Town Clerk

ATTACHMENT A

SCOPE OF WORK

Executive Summary

Adams County is seeking to partners with its municipalities to help fund the Severe Weather Activation Plan (SWAP). Information on SWAP is attached to this IGA as Attachment B. SWAP was originally created to serve households during severe weather: 1) When the temperate dropped below 32 degrees Fahrenheit and wet, 2) below 20 degrees and dry, 3) or 95 degrees Fahrenheit and above on two consecutive days. This program will provide motel vouchers for people experiencing literal homelessness, or those that lack a fixed, regular, and adequate nighttime residence, dependent on weather. Sheriff deputies, police officers, and outreach workers will be able to complete intakes for the SWAP portion of the program. Almost Home, Inc. will operate the program with support from Adams County’s Community Safety and Well-being Department.

SWAP Program

SWAP is designed to provide survival resources to individuals and households who are experiencing literal homelessness. This program will provide motel vouchers to individuals and families, as well as first aid kits, hygiene packs, and food, when available. This program will also provide supportive case management to break down barriers to re-housing, assess for Coordinated Entry with the local Continuum of Care (CoC) through the use of the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT), which guides housing placement, and will work towards re-housing into safe, stable, and healthy housing. Almost Home, Inc. will operate this program and local police departments, The Sheriff’s Office, and other potential partners would have access to the Coordinated Entry system.

Contributions for Severe Weather Activation Program (SWAP)

Municipalities	Contribution	Notes
Adams County	\$200,000	Includes Adams County General Fund and allocation from ESG-CV1, ESG-19, and ESG-20 through the Department of Local Affairs
City of Commerce City	\$10,000	
City of Federal Heights	\$10,000	
City of Northglenn	\$10,000	
City of Thornton	\$10,000	
City of Westminster	\$10,000	
Town of Bennett	\$5,000	
Total	\$255,000	

Municipalities that contribute at least \$10,000 will be able to have their local police department distribute the vouchers after hours, including nights and weekends, after receiving training from Almost Home. The municipal contributions would increase the budget and allow for additional funding towards providing motel vouchers for people experiencing homelessness in the County. This budget includes motel vouchers, flex funds, and staffing for Almost Home, Inc.

Budget Expenses

Expenditures	Projected Budget
Staffing	\$55,000
Vouchers	\$185,000
Flex Funds	\$15,000
Total	\$255,000

Municipal Engagement

The Adams County Poverty Reduction Team, specifically the Homelessness Coordinator, will continue to partner with municipalities to ensure motels are identified and the SWAP program is reaching those who are most in need of assistance. The Homelessness Coordinator will assist Almost Home, Inc. and municipalities in collaborating to identify different motel locations so that each area has sufficient coverage based on the need. Municipalities can refer clients to SWAP when activated. Eligibility requirements include: The individual or family is experiencing literal homelessness (definition: lack a fixed, regular, and adequate nighttime residence) in Adams County or the City of Westminster including the portion in Jefferson County.

Scope of Work

Adams County	
Deliverables	<ul style="list-style-type: none"> • Provide oversight to Almost Home, Inc. in their efforts and ensure program is meeting its intended outcomes and objectives. • Set up, attend, and facilitate monthly meetings with the municipalities to assess programs, policies, and processes. • Process Almost Home, Inc.'s invoices within 30 days. • Set up at least one training with Adams County Sheriff's Office police officers on the SWAP program, outlining eligibility requirements, and how to make a referral.
Reports	<ul style="list-style-type: none"> • Report successes, challenges, and outcomes of motel voucher program for Emergency Solutions Grant funding through the Division of Local Affairs on a quarterly basis.

Municipalities	
Deliverables	<ul style="list-style-type: none"> • Provide agreed-upon funding for SWAP program. • Have staff member (most likely outreach contact) meet with Adams County Community Safety and Well-being Department staff at least once a month to check-in. • Set up at least one training with municipal police officers on SWAP program, outlining eligibility requirements, and how to make a referral. • Support SWAP intake through referrals and/or assisting with voucher distribution. • Share SWAP marketing materials on social media pages.
Reports	None

Almost Home, Inc.	
Responsibilities Under a Separate Agreement with Adams County	<ul style="list-style-type: none"> • Distribute motel vouchers during activation days. • Provide aggregated data on number of motel vouchers distributed overall, number of people served based on self-reported previous permanent residence, number of people served based on self-report location they spent the last night, number of complete VI-SPIDAT assessments by municipality, and intake information to Adams County Community Safety and Well-being Department Staff and contributing municipal partners on a quarterly basis. • Input intake assessments in the Homeless Information Management System (HMIS). • Ensure at least 80% of clients have completed the VI-SPDAT • Ensure that 100% of case management services are offered to 100% of all clients. • Ensure at least 60% of clients receive case management services
Reports	Send report to Adams County Community Safety and Well-Being Department and participating partners quarterly on success, challenges, outcomes, and programmatic suggestions.

ATTACHMENT B



Do you have a Mental Health disability? No Yes If willing, what is it?

- If yes, is this a long-term disease that impairs your ability to hold a job or live independently?
 Yes No

Do you have a Physical Disability? No Yes If willing, what is it?

- If yes, is this a long-term disease that impairs your ability to hold a job or live independently?
 Yes No

Do you have a Developmental Disability? No Yes If willing what is it?

- If yes, is this a long-term disease that impairs your ability to hold a job or live independently?
 Yes No

Are you experiencing homelessness because you are fleeing Domestic Violence, Sexual Assault or Stalking?

Yes No

If SWAP client has a family currently with them, please provide the following:

Household Member	Relationship	Date of Birth	Gender	Race	Ethnicity	Veteran (Y/N)	Disabling Condition (Y/N)

City and State of Last Permanent Residence:

County of Last Permanent Residence:

Adams Denver Jefferson Broomfield Boulder Arapahoe Douglas Weld Larimer El Paso Teller Pueblo Summit Mesa

Other Colorado County:

Out of State County:

Is the motel/hotel voucher Approved? Yes No Reason for Disapproval:

Does client need transportation? Yes, to hotel using RTD. No

Voucher Number:

Identity Verification: CO ID Out of State ID (State) Other form of ID

Hotel Referred To: Quality Inn Brighton

Emergency Contact Name:

Phone: