

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 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) through 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
- 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 OF COMMERCE CITY

Mayor

Approved to Form:

City Attorney's Office

CITY OF FEDERAL HEIGHTS

Mayor

Approved to Form:

City Attorney's Office

CITY OF NORTHGLENN

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:

City Attorney's Office

TOWN OF BENNETT

Mayor

Approved to Form:

Town Attorney's Office

CITY AND COUNTY OF BROOMFIELD

Mayor

Approved to Form:

County Attorney's Office