

**CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 13
Series of 2020**

TITLE: A RESOLUTION OF THE CITY OF WHEAT RIDGE, COLORADO APPROVING A MEMORANDUM OF UNDERSTANDING WITH JEFFERSON COUNTY AND THE CITIES OF ARVADA, GOLDEN, LAKEWOOD AND WESTMINSTER COLORADO, CONCERNING HOMELESS NAVIGATION EFFORTS

WHEREAS, there is an increasing number of individuals experiencing homelessness which continues to be a regional issue that affects the health, safety and welfare of the City and its neighboring jurisdictions; and

WHEREAS, the City Council has determined it would be in the best interest of the City to coordinate efforts with its neighboring jurisdictions to address homelessness across Jefferson County; and

WHEREAS, it is essential to establish and/or contribute resources to a network of Homeless Navigator positions that will assist in addressing growing concerns related to homelessness; and

WHEREAS, pursuant to Charter Section 14.2 and C.R.S. §§ 29-1-201 and 203, and Colo. Const. Art. XIV, § 18(2)(a), the City of Wheat Ridge is authorized to enter into cooperative agreements with other governmental entities to provide any function, service or facility each is authorized to undertake; and

WHEREAS, the City Council wishes to approve a memorandum of understanding with Jefferson county and the cities of Arvada, Golden, Lakewood and Westminster, Colorado to accomplish these goals.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Wheat Ridge, Colorado:

Section 1. The Memorandum of Understanding among Jefferson County and the cities of Wheat Ridge, Arvada, Golden, Lakewood and Westminster, Colorado, attached hereto as **Exhibit A**, is hereby approved.

Section 2. This Resolution shall be effective upon adoption.

DONE AND RESOLVED this 24th day of February, 2020.



Bud Starker, Mayor



ATTEST:



Steve Kirkpatrick, City Clerk

**EXHIBIT A
MEMORANDUM OF UNDERSTANDING**

[ATTACHED]

A MEMORANDUM OF UNDERSTANDING CONCERNING REGIONAL HOMELESS NAVIGATION EFFORTS

1.0 PARTIES. This Memorandum of Understanding (“MOU”), effective as of January 1, 2020 (“Effective Date”), is entered into by the following Parties (each, individually, a “Party”):

- 1.1. The County of Jefferson, State of Colorado, a body politic and corporate (the “**County**”);
- 1.2. The City of Arvada, a municipal corporation (“**Arvada**”);
- 1.3. The City of Golden, a municipal corporation (“**Golden**”);
- 1.4. The City of Lakewood, a municipal corporation (“**Lakewood**”);
- 1.5. The City of Westminster, a municipal corporation (“**Westminster**”); and
- 1.6. The City of Wheat Ridge, a municipal corporation (“**Wheat Ridge**”).

2.0 RECITALS

- 2.1. The Parties are authorized by the provisions of Colo. Const. Art. XIV, §18(2)(a) and C.R.S. §§29-1-201, *et. seq.* to contract with one another to provide any function, service, or facility lawfully authorized to each.
- 2.2. The increasing number of individuals experiencing homelessness continues to be a regional issue that affects the health, safety, and welfare of each of the Parties’ communities.
- 2.3. The Parties have determined it would be in the best interest of all of the Parties to coordinate homelessness navigation efforts among Jefferson County jurisdictions in their efforts to address homelessness across Jefferson County.
- 2.4. An essential part of the navigation efforts will be to establish and/or contribute resources to a network of Homeless Navigator positions that will assist the Parties while also working with regional partners in a collaborative approach to address the growing concerns related to homelessness.
- 2.5. The Parties desire to establish this MOU to commit to a collaborative, regional approach to addressing homelessness in Jefferson County.
- 2.6. Establishment of this MOU will serve a public purpose and will promote the health, safety, and general welfare of inhabitants in and around Jefferson County.

3.0 EFFECTIVE DATE AND TERM

- 3.1. This MOU will take effect on January 1, 2020 and remain in effect through December 31, 2021, subject to the Parties' right to terminate under this MOU.
- 3.2. This MOU will automatically renew for up to four consecutive one-year terms, subject to the Parties' right to terminate under section 7.0 of this MOU.

4.0 OBLIGATIONS OF THE PARTIES. The Parties agree to work collaboratively to coordinate homeless navigation efforts among Jefferson County jurisdictions. To achieve regional homeless navigation services, the Parties will:

- 4.1. Hire one or more Homeless Navigator positions and/or allocate financial or staff resources to accomplish the work of the Homeless Navigators, which will include but not be limited to the following:
 - 4.1.1 Delivering direct services to individuals and families in need of services and support;
 - 4.1.2 Providing business support for programs and projects related to providing services to individuals experiencing homelessness;
 - 4.1.3 Establishing and supporting the planning and development of written materials and presentations;
 - 4.1.4 Collecting and distributing information that may assist individuals experiencing homelessness and/or that would assist the Parties in developing strategic plans;
 - 4.1.5 Compiling data for special projects or reports; and
 - 4.1.6 Establishing and maintaining collaborative partnerships with internal and external partners and resources to successfully achieve goals and objectives.
- 4.2. In lieu of hiring a Homeless Navigator, a Party may contract or partner with an organization or governmental entity to provide the same essential functions as described herein.
- 4.3. Each Party will designate one staff person as a point of contact to respond to other jurisdictions, regional partners, and the community concerning issues surrounding homelessness. Each Party is responsible for updating the other jurisdictions if the designated staff person changes.

- 4.4. Each Party commits to allocating additional resources as it deems necessary to address the urgent needs of individuals experiencing homelessness in its community.
- 4.5. The Parties will support the coordination efforts between the Parties' Homeless Navigator positions as well as the County's Homeless Navigator and Coordinator positions.
 - 4.5.1. The Parties are responsible for supervision of their own Homeless Navigator(s) and/or Coordinator positions but understand the need for all of the Parties to coordinate regional efforts. The attached diagram, ("Exhibit 1"), details the reporting structure to assist with the coordination.
- 4.6. The Parties will collaborate to create and maintain guiding documents that will act as a collaborative Operating Plan for the regional homeless navigation efforts. The first of these documents will be created after January 1, 2020 and before June 1, 2020.

5.0 OPERATING PLAN

- 5.1. The Parties agree that the Homeless Navigators will play an essential role in creating and maintaining the Operating Plan for the regional homeless navigation coordination efforts.
- 5.2. The initial Operating Plan must be approved by the signing authority for each of the Parties prior to being adopted. Once the Operating Plan is adopted, the most current version will be incorporated herein by reference.
- 5.2. The Operating Plan may be edited as needed but all revised versions must be approved by the signing authority for each of the Parties prior to the new version being adopted.

6.0 AMENDMENTS

- 6.1. This MOU may be amended at any time by written agreement signed by the signing authorities of two-thirds of the Parties to this MOU.

7.0 TERMINATION OF MOU

- 7.1. INDIVIDUAL PARTY TERMINATION. Any Party may withdraw from and terminate its' participation in this MOU by providing 60 days written notice to the other Parties.
- 7.2. TERMINATION BY THE PARTIES. The Parties may terminate this MOU by mutual agreement of two-thirds of the Parties to this MOU.

8.0 GENERAL PROVISIONS

- 8.1. SEVERABILITY. If any provision of this MOU or the application thereof to any Party is held invalid, such invalidity shall not affect other provisions or applications of the MOU which can be given effect without the invalid provision or application, and to this end, the provisions of the MOU are declared to be severable.
- 8.2. ASSIGNMENT. Except as otherwise stated herein, this MOU will not be assigned by any Party.
- 8.3. NO THIRD PARTY BENEFICIARIES. Except as otherwise stated herein, this MOU is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as Parties, limit in any way governmental immunity as provided in § 24-10-101, *et seq.* C.R.S., and other limited liability statutes for the protection of the Parties, nor limit the powers and responsibilities of any other entity not a Party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the Parties. The Parties shall be responsible for their own acts and the conduct of their respective employees without waiving any protections afforded by the Colorado Governmental Immunity Act.
- 8.4. BINDING EFFECT. This MOU shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this MOU except as otherwise expressly authorized herein.
- 8.5. NOTICES. Any notice or notification required or permitted by the MOU shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail.
- 8.6. TABOR COMPLIANCE; NO GENERAL OBLIGATION INDEBTEDNESS. Because this MOU may extend beyond the current fiscal year, all of the Parties understand and intend that the obligation of the Parties for committing monetary

funding hereunder constitutes a current expense of the Parties payable exclusively from the Parties' funds and appropriated each fiscal year and shall not in any way be construed to be a multi-fiscal year debt or other financial obligations within the meaning of Article X, Section 20 of the Colorado Constitution, a general obligation indebtedness of the Parties within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness.

- 8.7. GOVERNING LAW AND VENUE. This MOU shall be governed by the laws of the State of Colorado. Venue for any action arising under this MOU will be in the appropriate court for Jefferson County, Colorado.
- 8.8. BINDING AUTHORITY. The Parties represent and affirm that the signature page hereof accurately states the full legal name of the entity, contains all requisite signature(s) on behalf of the Party, has been properly acknowledged by attestation, notary acknowledgment, or both.
- 8.9. COUNTERPARTS. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties acknowledge and agree that the original of this MOU, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this MOU, may be used for any purpose as if it were the original, including proof of the content of the original writing.
- 8.10. GOVERNMENT IMMUNITY. No portion of this MOU shall be deemed to constitute a waiver of any immunities the Parties, or their officers or employees may possess, nor shall any portion of this MOU be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this MOU.

[SIGNATURE PAGES FOLLOW]



COUNTY OF JEFFERSON,
STATE OF COLORADO

By: *Donald J. Davis*
Donald J. Davis, County Manager
dodavis@jeffco.us

ATTEST:

Diane Kentley

APPROVED AS TO FORM:

Jean Biondi

Jean Biondi
jbiondi@jeffco.us
Assistant County Attorney

CITY OF ARVADA, a Colorado home rule
municipal corporation

Mark Deven

Mark G. Deven, City Manager



ATTEST:

Kristen R. Rush, City Clerk

City Clerk

APPROVED AS TO FORM:

For Rachel A. Morris, City Attorney

By: *Emily Gross*

CITY OF GOLDEN, a Colorado municipal
corporation

Jason T. Slowinski, City Manager
jslowinski@cityofgolden.net

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____
Dave Williamson, City Attorney
dwilliamson@wandhlaw.com

CITY OF LAKEWOOD, a Colorado municipal
corporation

Kathleen E. Hodgson, City Manager
kathod@lakewood.org

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____
Timothy Cox, City Attorney
timcox@lakewood.org

CITY OF WESTMINSTER, a Colorado municipal
corporation

Donald M. Tripp, City Manager
dtripp@cityofwestminster.us

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____
David Frankel, City Attorney
dfrankel@cityofwestminster.us



CITY OF WHEAT RIDGE, a Colorado municipal corporation

Patrick Goff, City Manager
pgoff@ci.wheatridge.co.us

ATTEST:

City Clerk

APPROVED AS TO FORM:

By:
Gerald Dahl, City Attorney
gdahl@mdkrlaw.com

Regional Navigation Team Structure

