

AMENDED MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) AMENDS AND SUPERSEEDS THE MOU dated November 9, 2022, between CASA of Jefferson and Gilpin Counties, a Colorado nonprofit corporation and JEFFERSON COUNTY HOUSING AUTHORITY dba FOOTHILLS REGIONAL HOUSING by adding Allison Village LLP as a partner.

RECITALS

A. The Parties have formed a collaboration to provide housing and comprehensive support to Jefferson County foster youth who are transitioning into adulthood, an incredibly vulnerable segment of Jefferson County’s population, through a combination of housing assistance, support in navigating life, help with accessing medical and mental health services, job skills, training and employment, developing pro-social activities, financial literacy, and more.

B. This MOU sets forth the general understanding and expectations regarding the operation of the Program.

AGREEMENT

1. Term

Any Party may withdraw from this MOU by providing thirty (30) days’ written notice to the other party.

2. Program Overview

The Program is a collaboration between the Parties designed to equip and successfully launch Jefferson County’s foster youth into adulthood through a combination of housing assistance, support in navigating life, help with accessing medical and mental health services, job skills, training, and employment, developing pro-social activities, financial literacy, and more.

The Program will provide support to an incredibly vulnerable segment of Jefferson County’s population. CASA will aid youth in the successful transition into adult self-sufficiency; completion of secondary education; completion of post-secondary training and education; lifelong connections with family and community through family, mentors and interactions with dedicated adults and service providers; financial stability through knowledge of financial responsibilities and skills in personal household and financial management; health, including sexual health strategies and resources, and healthy relationship and lifestyle choices; all rooted in safe and stable housing, provided by AVI. CASA will employ a full-time, onsite Case Manager to execute the program support. CASA has provided a \$300,000 program reserve to be used by FRH to provide services should CASA end its participation in the program.

The Program hopes to reduce homelessness experienced by youth in Jefferson County exiting foster care, and increase employment, education, and earning potential. The ripple effect of this collaboration has the potential to end generational cycles of poverty, of substance abuse, and of child abuse and neglect, one young adult at a time.

3. Party Responsibilities

a. CASA

CASA agrees to refer up to 30 program youth to reside to AVi at Olde Town. CASA will provide a vetted, screened, trained and caring volunteer for each Program youth. As a continuation of their traditional role, this volunteer will provide consistent support and caring mentorship to their assigned Program youth with assistance from the onsite Case Manager. The assigned volunteer will meet with the youth weekly, gaining a thorough understanding of what is important to them, what they have, what they need, and what they want.

b. AVI

AVI will provide housing options for Program youth through 30 Project-Based Vouchers (“PBV”) from Foothills Regional Housing to reside at AVi at Olde Town. The program youth will be expected to enter into a lease agreement with AVI for housing provided through the Program.

AVI will screen Program youth to ensure their backgrounds do not pose a threat to the surrounding community and will enter into a lease agreement with Program youth.

CASA understands that if it doesn’t maintain 30 eligible youth referrals in a timely manner to reside at AVi at Olde Town, the PBV unit will be afforded to another eligible applicant in accordance with Housing Choice Voucher Project Based Voucher Program rules and regulation.

4. Miscellaneous

a. Entire Agreement.

This MOU represents the entire agreement of the Parties relating to the subject matter hereof and may not be modified or amended except by written agreement of all Parties.

b. Insurance.

Each Party shall maintain such insurance coverage, through commercial policy or self-insurance, as will protect it from claims which may arise out of or result from the performance of its responsibilities under this MOU.

c. Compliance with Laws.

Each Party agrees to observe and comply with all Federal, State and local laws, regulations and ordinances applicable to such Party, and to procure all necessary licenses, permits or approvals, in the performance of their responsibilities hereunder.

d. Information Confidentiality/Security.

During the course of the Parties’ performance of their respective obligations hereunder, a Party may gain access to confidential information regarding another Party or a Program youth. All such information shall be maintained in strict confidence, shall not be used except as necessary for the

performance of the Parties' obligations under this MOU and shall not be disclosed to any third party without prior written approval of the disclosing Party or Program youth, except required under the Colorado Open Records Act or other law unless such disclosure violates HIPAA. If a Party maintains such information in electronic form, such Party will take all reasonable precautions to maintain such information in a secure environment to prevent its unauthorized access, use or disclosure. If a Party becomes aware of any actual or suspected unauthorized access, use or disclosure of confidential Party or Program youth information, such Party shall notify all affected Parties or persons as soon as practicable. Upon the cancellation, termination or completion of this MOU, all such information shall be returned or destroyed, at the discretion of the disclosing Party.

e. No Third Party Beneficiaries.

The enforcement of this MOU and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this MOU be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended.

f. Execution by Counterparts; Electronic Signatures.

This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed.

CASA OF JEFFERSON AND GILPIN COUNTIES

By: Leah Varnell

Leah Varnell, Executive Director

FOOTHILLS REGIONAL HOUSING,
ALLISON VILLAGE LLLP

By: Lori Rosendahl

Lori Rosendahl, CEO