GOOD NEIGHBOR AGREEMENT REGARDING A TEMPORARY MANAGED COMMUNITY LOCATED AT 1375 & 1395 NORTH ELATI STREET, DENVER, COLORADO 80204

This Agreement is entered into by and between the Golden Triangle Creative District, and immediate neighbors and businesses, collectively referred to as "Neighbors," and The Gathering Place operating The Elati Village, located at 1375 & 1395 North Elati Street in Denver, CO 80204 (TGP). Together, the Neighbors and TGP are referred to as the "Parties".

Neighborhood Background

The Golden Triangle neighborhood is a vibrant urban village in the civic heart of Denver. The neighborhood blends world-class cultural experiences, engaged residents, historic fabric, and eclectic businesses in a thriving mosaic of creativity, connectivity, livability, and workability. The Golden Triangle was designated in 2016 as a Colorado Creative District featuring internationally celebrated arts and culture destinations that encourage urban revitalization, economic development, and support for community creatives. Today, the Golden Triangle is flourishing as it maintains a sophisticated, storied character while enthusiastically welcoming new community members.

The Gathering Place Background

The Gathering Place (TGP) offers services to combat poverty and address the impacts of marginalization and oppression that are often contributing factors to poverty or homelessness. By offering low-barrier access to a broad range of basic necessities and wrap-around care options, TGP guides women, transgender and non-binary individuals, and children living in poverty from a place of crisis and instability to one of stability and security.

At The Gathering Place, they believe deeply in the power of our community and continually work to strengthen it. Their key values include recognizing individual strengths, building respect and trust, and offering unconditional acceptance.

TGP is committed to reaching an agreement with the neighbors and The Village and its community to ensure a positive quality of life for both the residents of The Village and those living in the immediate area.

Representatives of the immediate neighborhood and businesses are also committed to working with TGP to ensure a positive and supportive relationship.

The goals of this Good Neighbor Agreement (GNA) are to provide a means for both The Gathering Place and adjacent neighbors to work effectively together so TGP, the individuals they serve, and the adjacent neighbors are able to experience the quality of life necessary to enjoy comfort and safety in their neighborhood.

¹ Adjacent Neighbors in this document generally refers to neighbors and businesses within a 2-3 block area surrounding The Village.

This document defines the intent and agreement of all Parties represented, by clearly identifying the expectations and responsibilities for TGP and the Neighbors in achieving their shared goals.

Key to achieving this is their combined commitment to:

- Maintaining a peaceful, safe and beautiful neighborhood.
- Establishing and keeping an open line of communication among all the Parties.
- Developing a process to address questions, concerns and solve challenges.
- Providing a safe and welcoming environment to new residents of The Village and to neighbors, residents, property owners, visitors and businesses, living in, working in, and visiting the area.
- Supporting the TGP's effective and safe operation of The Village at 1375 & 1395 North Elati Street.

WE, THE PARTIES agree to the following:

I. Communication and Coordination

- a. Reporting Activity.
 - i. <u>Emergencies</u>. In the event of an active crime or fire, please call 9-1-1. The person calling in the emergency is encouraged to notify TGP of the event.
 - ii. <u>Illegal activity</u>. To report a crime that has taken place, but is no longer "active", call 311. The person calling in the crime/event is encouraged to notify TGP.
 - iii. <u>Mental health issues</u>. To report someone in mental health distress, please call 720-913-STAR (7827), please call 9-1-1 and request a STAR team response.
 - iv. Non-emergency. TGP will maintain a phone number and email that is monitored and responded to as quickly as reasonably possible, but always within 24 hours. This phone number and email will be posted in a conspicuous location, shared with the GNC, and neighbors.

Phone number – need phone number Email – <u>Dwanna.Powell@tgpdenver.org</u>

- To report a non-emergency issue or concern, such as trash, noise, loitering, or inappropriate behavior in the immediate area of TGP, please either call or email. In this instance, the immediate area is defined as, the property under the control of TGP, adjacent sidewalks, adjacent tree lawns and right of way.
- 2. If appropriate, a photo documenting the concern may be taken and texted or emailed to TGP.
- 3. TSA will make available translation for any other than English speaking individuals that call the TGP phone number.
- b. 2-3 Block Issues or Concerns.
 - i. In the event of a non-emergency, unhoused or temporary managed community related issues, including developing encampments, both the Neighbors and TGP will call 311. Please see Exhibit D for additional information and clarity of expectations.

II. Communication and the Good Neighbor Committee.

a. The Parties acknowledge that ongoing and regular communication is essential to maintaining a cooperative and successful relationship. To achieve this a Good

Neighbor Committee (GNC) will be formed, comprised of the representatives listed below. The purpose of the GNC is to provide a small working group where all relevant entities are represented and can engage in open, honest, respectful, and transparent discussions regarding the challenges and opportunities for The Village. The GNC serves as a place for these discussions to take place and be resolved.

- b. The GNC will be comprised of a minimum of;
 - i. Two neighborhood representatives,
 - ii. Two representatives from The Gathering Place,
 - iii. One representative from the Mayor's office,
 - iv. One representative from the Council office, and
 - v. The Denver Police District's Community Resource Officer or their designee.
- c. A City appointed facilitator may facilitate the organization and first few meetings of the GNC.
- d. GNC members:
 - i. Will be committed to supporting the success of TGP and advocating for cooperation amongst the Parties.
 - ii. Will keep personally identifiable information and legally protected information to preserve the anonymity for all involved confidential.
 - iii. Following the execution of this agreement, the GNC will meet monthly for the first six months and then determine if they will move to quarterly meetings.
 - iv. Will review security reports, and other relevant items.
 - v. Will serve as a point of communication between the Parties for both collecting and disseminating information.
 - vi. Will review and discuss any significant changes to the operation of Elati Village.
 - vii. Will be provided with and discuss information regarding Elati Village. This information will include, but not be limited to;
 - 1. Number of residents,
 - 2. Update on exits (numbers, general outcomes such as alternative housing solutions, etc.),
 - 3. Successes,
 - 4. Complaints to TGP and resolutions,
 - 5. Calls for emergency response,
 - 6. Crime data from DPD,
 - 7. Challenges and opportunities, and
 - 8. Other information as appropriate
- e. The GNC may approve changes and updates to this Good Neighbor Agreement, which will be clearly outlined and documented.
- f. The GNC membership may vote to remove a member of the GNC who either fails to attend a significant number of times or behaves in a manner inconsistent with the intent of the GNC.
- g. A summary of the GNC's meetings will be made available to the Parties and may be shared with the public.

III. Program and Participant Expectations

a. TGP will work with partner organizations and City agencies to establish transition plans to guide Residents of The Village towards long-term stability in regard to income and housing, accessing healthcare and other services. These "wrap-around services" include, but are not limited to those listed in Exhibit B.

- b. Residents will have access to case management and health care services upon moving into The Village.
- c. Only Residents, staff, volunteers, monitored visitors and public health and safety emergency personnel, or other authorized visitors are permitted within The Elati Village.
- d. Elati Village residents will be required to sign and uphold a basic site-specific "Community Agreement" which will include, but not be limited to the items below. A copy of this agreement is attached as Exhibit A.
- e. If an individual does not follow the "Community Agreement", they can be exited from The Program and The Village. Reasons a Resident may be exited are listed below, and in Exhibit A, but may not be limited to either list and will be carried out at the discretion of TGP.
 - i. Misuse (the excessive use of or intoxication leading to disruptive behavior) of alcohol, marijuana, psilocybins, or any other illegal drug becoming harmful to themselves or others.
 - ii. Failure to treat other Residents, staff, neighborhood residents, neighborhood, employees and contractors, volunteers, businesses and their patrons with respect.
 - iii. Trespassing on private property and or treating other people's property with disrespect.
 - iv. Failure to abstain from violence, weapon possession, illegal drugs, theft, and oppressive or discriminatory behavior.
 - v. Being deemed a threat to either other Residents or those in the neighborhood.
 - vi. Consistent littering around the site and surrounding properties.
 - vii. Changes in composition or occupancy other than as permitted in the Community Agreement.
 - viii. Use of the premises for any profit-making or criminal activities, including drug-related activities.
- f. TGP follows a specific restorative justice model for addressing inappropriate behavior or behavior that violates the Community Agreement. This process generally includes a verbal warning and discussion, then may escalate to a written warning and discussion, and if the behavior does not change the Resident is exited from the site.
 - If a Resident is exited from the site, they will be offered free transportation out of the neighborhood, and strongly encouraged to take advantage of this offer.
 - ii. When appropriate and possible, exited Residents will be transferred to a service location that may better meet their needs.
 - iii. If, in the very rare case where a Resident may be a threat to the neighborhood, TGP will inform the neighborhood through email and the GNC, as well as the police.

IV. Staffing and Site Operations

- a. The Village will have 44 units with capacity for 49 people. 5 of the units are handicap accessible and can accommodate two people. As of right now, TGP will not be taking couples into these accessible units so will serve up to 44 people at any given time. If TGP doesn't' need all 5 accessible units for those with mobility challenges, TGP may move to accommodating couples.
- b. TGP will have multiple staff and trained personnel on-site to fully accomplish their goals and services for their Residents as outlined by TGP and the City. Staffing

- numbers will fluctuate, there will always be a minimum of two staff on-site at all times.
- c. TGP staff and personnel will monitor both the internal activity at The Village, and any activity immediately adjacent that may adversely affect the broader community and The Village community itself. ("immediately adjacent" in this instance refers to the alley, sidewalks and tree lawns that border the property)
- d. The Village will be secured by a fence with a main entrance/exit and an emergency exit.
- e. TGP will support the Residents with necessary amenities to maintain health and sanitation of The Village and surrounding Neighborhood including laundry services, toilets and showers, personal hygiene items, dog waste bags, and convenient trash receptacles throughout the site.
- f. Adequate and regular weekly trash pick-up to avoid odors or overflow will be provided by TGP, including disposal options for hazardous materials.
- g. TGP will designate a specific area for Residents to smoke, if outside their home, that will be located as far as reasonably possible from any adjacent residences so as to have minimal impact on Neighbors.
- h. TGP and Neighbors will work in cooperation with the City to prevent any encampments within the 2-3 block area surrounding The Village.
- i. TGP will keep the premises of The Village, and "immediately adjacent'² areas to their property free of trash, weeds, dog waste, human waste and other biohazards, drug paraphernalia, and debris. TGP will shovel snow off the sidewalks and other spaces as required by the City.
- j. TGP will be responsible for working with their City partners in maintaining The Village including landscaping, providing adequate lighting, and fencing. Lighting will be according to City code and should keep all areas lit from sundown to sunup and be contained on the immediate property and not intruding on neighbor's property.
- k. TGP agrees that staff, Residents and/or their guests will not make excessive noise or play amplified sound during "quiet hours", being 10:00pm to 7:00am. During regular daytime hours, The Village will abide by the city ordinance of a maximum of 55 decibels.
- I. No loitering or soliciting will be permitted by Residents immediately adjacent to The Village. If loitering occurs, residents and site staff will be responsible for addressing the activity immediately and asking the individuals to move on. If this approach fails, 311 or the Denver Police Department may be contacted.

V. Security

a. Onsite security will be ...

- b. Crimes or emergencies taking place at The Village will be reported to the appropriate agency.
- c. TGP will work with Denver Police Department to facilitate a Crime Prevention Through Environmental Design (CPTED) evaluation, and then work with DPD and the City to implement the recommendations.
- d. CPTED recommendations will be followed with respect to security cameras and lighting and maintained in a functional manner.

² In this instance, "immediate adjacent" includes sidewalks, right of way and tree lawns bordering the property.

- e. According to the contract, the City of Denver owns and manages the security cameras. In the event of suspected criminal or illegal activity, TGP will cooperate fully with DPD and the City in providing relevant security camera footage, as requested.
- f. If requested by DPD or TGP, adjacent neighbors may choose to provide porch and/or security cameras footage which might be helpful in an investigation of possible criminal or illegal activity outside TGP's property.
- g. Denver Fire and DDPHE will be performing scheduled and surprise inspections to ensure compliance and identify any areas for remediation.
- h. Security concerns will be discussed at the GNC meetings.
- i. TGP will make a good faith effort to resolve complaints from the Neighbors regarding noise, odors, litter, loitering, excessive late-night activity, profanity, parking issues, rodent issues, smoking and other disturbances in a timely manner, providing an explanation of "timely" to the complaining party within 24 hours.

VI. Obligation of Immediate Neighbors

- a. It is hoped that Neighbors will make a reasonable and good faith effort to ensure their neighborhood is a welcoming, supportive and an inclusive community that continues to embrace diversity and cultivates creative problem-solving related to those issues surrounding The Village.
- b. The Neighbors and TGP will look to identify and coordinate opportunities to host and/or be involved in activities that encourage getting to know each other and to create a welcoming environment.
- c. Neighbors, when possible, will be courteous in greetings and everyday encounters.
- d. Neighbors will follow the complaint and dispute resolution process outlined below.

VII. Complaint and Dispute Resolution Process

- a. Should any Party to this Agreement believe that another Party is in violation of this Agreement, that Party shall notify the other Party and the GNC point of contact in writing via email, describing the situation they believe constitutes the violation.
- b. Upon receiving such notice, the Party alleged to be in violation will have twenty-four (24) hours to resolve the situation, or longer time as may be reasonably required in the circumstances, but not to exceed ten (10) calendar days, provided that the Party having received notice of an alleged violation has made reasonable, continuous efforts to resolve the violation.
- c. If there is disagreement regarding the violation, the GNC will be convened to discuss the situation and make a determination.
- d. If the situation is not resolved, such situations must be submitted to informal dispute resolution, such as mediation through the City of Denver, as an option for Parties to address any unresolved disputes prior to any Party seeking remedy through the legal system.

VIII. This Agreement.

- This agreement, along with any exhibits and specific document references, is the entire agreement between the Parties with respect to The Village located at 1375 & 1395 North Elati Street and may not be amended or modified except by an instrument executed in writing by all Parties.
- b. May be executed in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which, when so executed and delivered, shall be an original, but all such counterparts shall together, constitute one and the same instrument.

- c. The rights and obligations pursuant to this Agreement shall run to the successors and assigns of the Parties and shall constitute a covenant running with The Village as long as TGP or any other organization manages the property for this purpose. The Parties acknowledge and agree that this Agreement will be recorded in the official records for the City and County of Denver.
- d. Each person signing on behalf of an entity below represents that she/he/they have the authority to execute and deliver this Agreement on behalf of such entity and to bind such entity to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date set forth below.

SIGNED:



EXHIBIT A

Elati Village Community Agreement

This is a community where we center and celebrate gender-expansive individuals and women. To foster a safe, equitable, and inclusive environment, community members agree to the following:

Program Participant Responsibilities:

- Complete intake with Elati staff.
- Positive interaction with fellow Community Members, Staff and Volunteers.
- Discuss housing plans and other resources with case managers, resource navigators and program managers.
- Promote peace and wellbeing for all guests.
- Only approved visitors are allowed onsite.
- Uphold basic guidelines.

Behaviors that result in our accountability process (Verbal, Written Warning, Exit)

- Substance use/possession and paraphernalia (If staff sees it, smells it, or feels it, it will be confiscated and disposed of)
- Disallowed storage of belongings inside and outside of unit.
- Opening the gate.
- Unapproved guests.
- Disruptive behavior Maintain acceptable noise levels during the day and observe quiet hours 10pm-7am.
- Failure to follow Good Neighbor Guidelines.

Behaviors that result in an immediate written warning.

- Discriminatory/Oppressive Behavior.
- Fires or open flames inside/outside of unit or flammable materials, grills.
- Threats of physical harm.
- Theft.

Behaviors that result in an immediate exit

- Violence.
- Possession of firearms.
- Dealing/trading substances.

Community Expectations:

- Maintain confidentiality.
- Complete daily check ins.
- Follow shower and laundry guidelines.
- Comply with hygiene expectations.
- Agree to leave Elati Village and receive medical treatment when needed.
- Keep space clean unit checks are performed weekly.
- Two outdoor chairs and a small table are allowed on the porch. Only one bike/scooter/empty cart allowed to be outside of your unit.
- Keep permitted pets on a leash and clean up after pets.
- Address conflict nonviolently, staff is available to assist with conflict resolution.
- Report violations of agreements to staff.
- Agree to leave Elati Village in case of emergency, if exited by staff or Elati Village closes.

EXHIBIT B SERVICES DESCRIPTION

TGP will oversee and maintain a micro community for people experiencing unsheltered homelessness. This specifically includes the following:

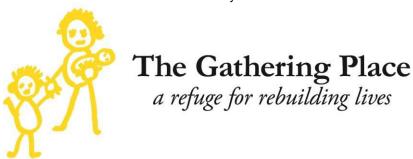
A. Site Operations

- 1. Keep sites operating 24 hours a day, seven days a week, 365 days a year
- 2. Provide facility management to oversee the day-to-day operations and maintenance of micro-communities to ensure compliance with all building codes, health regulations, and safety issues
- 3. Maintain the infrastructure and amenities, and utilities, providing regularly scheduled and general repairs and maintenance services such as trash, exterior litter removal, pest control, snow removal both inside the fenced area and from entries, changing light bulbs, minor repairs to clogged toilets and leaky faucets and any other basic repairs; provide necessary emergency maintenance service. Please see Appendix A for the matrix of responsibilities.
- 4. Collaborate with City representative(s) to notify and address any critical incidents on site
- 5. Maintain a minimum one staff member on site per 40 clients 24/7 with proper credentials including knowledge and experience in, conflict de-escalation and mediation, and trauma informed care
- 6. Communal spaces should be cleaned at least twice per week, or more frequently as needed and cleaning supplies should be available for clients as needed
- 7. Manage site safety and security to establish and enforce security protocols to ensure the safety of residents and staff
- 8. raining for all staff will include de-escalation training and Cardiopulmonary Resuscitation (CPR)
- 9. Vaccinated or working toward full vaccination and non-aggressive pets will be allowed at the facility
- 10. Site Operator will intake clients via HOST's encampment resolution and outreach team process

B. Client Case Management and Navigations Services

- 1. Resident Intake and orientation including Homeless Management Information System (HMIS) intake and subsequent services and exits documented in HMIS
- 2. Provide necessary referrals and coordination for any mental and physical healthcare needs
- 3. Provide benefit, employment, and resource navigation and enrollment assistance within 30 days of clients enrolling into site
- 4. Provide housing navigation
- 5. Provide peer navigation
- 6. Provide case management and supportive services that are housing-focused, trauma-informed, person-centered, and utilize a harm reduction approach for all clients
- 7. Provide resources for Limited English Proficient (LEP) individuals to ensure all guests have access to services in their language of choice.

EXHIBIT C Pet Policy



Community Pet Policy

This community welcomes service animals, emotional support animals, and pets. All community participants with pets will need to sign a pet policy agreement upon intake.

I agree to the following policies to maintain a safe and equitable living space for community members:

- I agree to feed and water my animal(s) daily.
- I agree to having no more than 2 pets/animals.
- I agree to have my animal(s) contained/leashed whenever outside of my unit, including on my porch. (We do not allow retractable leashes. Leashes must be less than 6 feet long. We can provide a leash for you, if needed.)
- I agree to create a safe and comfortable space for my animal(s) in my assigned unit.
- I agree never to neglect or mistreat my animal(s).
- I agree to clean up after my animal(s), and to pick up and throw away waste left by my animal(s) (both inside & outside).
- I agree to clean out my animal's litterbox daily, if applicable.
- I agree to eliminate any odors in my room that are caused by my animal(s).
- I agree to immediately report all property damage caused by my animal(s) as soon as possible to staff.
- I agree to have my animal(s) contained during unit checks, visits staff, or any necessary maintenance appointments.
- I agree to ensure my animal(s) is up to date on all needed Rabies Vaccines (per Denver Municipal Code, Section 8-31).
- I agree to ensure my animal's behavior is safe for others, as well as myself. Unsafe behaviors may include *growling*, *biting or nipping*, *clawing or scratching*, *jumping on*, *or otherwise violating others' physical boundaries*.
- I agree to provide veterinary care for my animal, when needed.
- I agree to refrain from attaining any additional animals after intake.
- I agree to going through the appropriate channels if I end up surrendering my pet.
- I agree to find appropriate supervision for my pet if I will be away from my pet for **6 or more hours.** <u>NOTE</u>: Appropriate supervision includes support from another participant who has directly agreed to feed, water, and/or take the pet on <u>1 or more-bathroom breaks</u>, if applicable. Staff are not able to care for your animals.

For Service Animals Only:

- I agree to have my service animal with me.
- I agree to communicate with staff if my service animal is no longer able to meet my service needs due to aging and/or illness.

Allowable Animals

Th:			C-11	
This community	/ is able to acco	ommouate the	IOHOWING	animais:

- Dogs
- Cats
- Fish
- Hamsters
- Guinea Pigs
- Rabbits
- Some reptiles
- Certified Service Animals

All other animals will be considered on a case-by-case basis.

Memb	per Acknowledgement	
	I am aware that I am asked to follow this policy wh	• •
	I am aware that I could be discharged from this con	mmunity if I do not follow this policy.
Membo	oer Name:	
Memb	oer Signature:	Date:

EXHIBIT D 311 Expectations



CITY AND COUNTY OF DENVER OFFICE OF THE MAYOR

City and County Building Denver, CO 80202-5390 p: 720.865.9090 denvergov org/mayor

February 23, 2024

Steve Charbonneau Find Solutions 6981 Iris Court Arvada, CO 80004

Dear Steve:

My administration is fully committed to ensuring the safety and success of our House1000 sites for both program participants and the surrounding community. This commitment to responding to and addressing the challenges of neighborhoods has been abundantly clear in the 60 neighborhood meetings that I attended about the House1000 plan during the first 6 months of my administration. In order to ensure the safety and success of neighborhoods adjacent to House1000 sites, we have taken proactive steps to establish systems that will alert our city agencies to any incidents that may occur in the surrounding communities. Additionally, we are taking proactive steps to increase police patrol and response in these neighborhoods. Please find an outline of these efforts below.

We have established electronic geofencing through 311. This geofencing provides real-time alerts of any 311 complaints within 1000 feet of a House1000 site directly to the Director of Encampment Response. Complaints within these geofenced locations are prioritized for immediate response. My staff meets daily with the Denver Police Department and other city agencies to track and ensure complaints within these geofenced areas have received response on a daily basis.

We are committed to responding to incidents immediately. Given the immediate alerts to the Director of Encampment Response, and the daily coordination calls mentioned above, any encampment related activities within 1000 feet of any House1000 site will receive response within 24 hours.

We are committed to evaluating data and assessing response times as observed by adjacent communities. As the Good Neighbor Committees meet on a regular basis, we expect these committees to compile their own record of 311 complaints and track their understanding of response times. My team is eager to receive the Good Neighbor Committees' feedback in order to understand the success of this process and the ways in which the process can continue to be improved.

Denver Police will increase patrols in adjacent neighborhoods. The Denver Police Department is fully behind this effort and poised to ensure the health and safety of neighborhoods welcoming people previously experiencing homelessness. Every Denver resident deserves to live in a safe and healthy neighborhood and DPD will stand ready to address any challenges that may arise as the Department works to advance our broader city-wide goals around crime-reduction.

Addressing homelessness comprehensively and maintaining neighborhood safety is a difficult but solvable problem. Collectively, we can solve that problem. The solutions outlined above will enable our city agencies to respond to any issues that might arise in a timely and effective manner. These steps affirm the reality that my administration is completely committed to the success of these sites for both the program participants and their neighbors. We are committed to ensuring that the House1000 sites are safe, fully staffed, and secure for the program participants and staff, and that surrounding neighborhoods remain beautiful and welcoming places to live, work, and play.

We look forward to ongoing conversations with the community and ensuring appropriate response times that promote safety and success for people in every corner of our great city.

Sincerely,

Mike Johnston Mayor

EXHIBIT E Requested Community Investments

- 1. Golden Triangle Creative District (GTCD) a nonprofit organization, serves the eclectic Triangle community with a focus on advocacy programming and events, neighborhood beautification, and maintenance, mobility and transit, and marketing. The Triangle encompasses 45 blocks and is bounded by Colfax Ave, Lincoln Street, and Speer Blvd.
 - a. Ask the City to purchase the equivalent of a membership in the GTCD for the following:
 - i. Making sure the GT is clean. There is always trash from construction, people, Denver Detox, etc.
 - ii. Changing the doggie stations there are a lot of poop that doesn't get picked up so the neighborhood (usually the same people) end up picking it up
 - iii. Bring back the farmer's market, continue the chalk art event, etc. Creating more events for the GTCD.
 - iv. Memberships are not expensive suggested \$5000 for the year.
- Some ideas could be turning a city owned space into a dog park, public gardens, neighborhood art, painted streets, improving the look of the ugly concrete police headquarters, etc.
- 3. Enhance the alley behind the Elati Village property. This area was considered for a colorcon last year but wasn't selected.