

**AGREEMENT FOR A TEMPORARY SAFE OUTDOOR SITE
AT PARK HILL UNITED METHODIST CHURCH
2045 N. GLENCOE ST.
DENVER, COLORADO 80207**

This Agreement is entered into by and between **Greater Park Hill Community, Inc. (GPHC)** hereinafter referred to as “the Community”, **Park Hill United Methodist Church (PHUMC)** the “Property Owner”, and **Colorado Village Collaborative (CVC)** the “Site Operator”, all of which are collectively referred to as the “Parties”.

I. RECITALS

- A. Whereas, the Property Owner and Site Operator are community-based, nonprofit organizations providing certain human services throughout the City and County of Denver (“City”) including those programs necessary to the stability, survival, and independence of unhoused, homeless Denverites.
- B. Whereas, the Community is comprised of mixed use and walkable business districts, low density residential, and multi-family units (the “Neighborhood”), which house a significant population of adolescents and children who use on a daily basis the common areas and parkways, and who are supported by four elementary schools, several pre-schools, two middle schools, churches, several after school programs, and whose safety and well-being is a priority.
- C. Whereas, the Parties wish to protect and improve the safety, health, welfare, and quality of life in the Neighborhood for the housed and unhoused residents of the Neighborhood.
- D. Whereas, the Parties agree the City and Neighborhood should include affordable, accessible, and attractive places to live, visit, work, and recreate in order for residents to be fully engaged, participative citizens within the Neighborhood.
- E. Whereas, the Parties agree the City and Neighborhood should be a welcoming, inclusive community that embraces diversity and cultivates creative problem solving related to those issues impacting the Neighborhood, including addressing homelessness;
- F. Whereas, the Parties agree that each organization has an obligation to be a thought leader and collaborative; further the Parties desire to span the divide between the homeless and housed, to connect residents with City officials, and to examine and address homelessness in a comprehensive way.
- G. Whereas, the Parties agree to advocate that the City join with their organization(s) to also be a part of the solution and further, acknowledge a sense of community is essential to the fight against homelessness and not a fight against those who are homeless.
- H. Whereas, the Parties agree the impacts of COVID-19 on our public health system and our economy has made finding temporary or permanent shelter even more difficult and the status quo

of unsanctioned, unregulated encampments in the City and Neighborhood is no longer an acceptable City policy.

- I. Whereas, the Parties agree *Temporary Safe Outdoor Spaces* (“TSOS”) serve as an otherwise necessary “stop-gap” measure to address the increase in homelessness during the pandemic, as long as they are well-maintained, secure, supervised, and provide essential wrap-around services, further outlined in this agreement.
- J. Whereas, the Parties agree that harassment and/or heckling of TSOS residents, TSOS staff, church and temple staff, church and temple members will not be tolerated.
- K. Whereas, PHUMC is the owner of the property located at 2045 N. Glencoe Street, Denver, CO 80207 (as used herein, the “Property”).
- L. Whereas, the City has granted **CVC** permission to operate a TSOS on the Property for individuals experiencing homelessness (“Participants”).
- M. Whereas, collectively, the Property Owner and Site Operator have applied to the City to operate a TSOS for no more than a period of seven (7) months commencing no earlier than **June 1, 2021, and ending by December 31, 2021.**
- N. Whereas, Property Owner and Site Operator have applied for and seek temporary permits pursuant to, and in compliance with, the *Denver Zoning Code* and other applicable laws.
- O. Whereas, the Parties wish to establish clear expectations and strong channels of communication for ensuring collaboration and mutual respect among the Participants and those in the Neighborhood.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein, which have been negotiated by the Parties in the interest of creating a cooperative process of building communication and understanding among the Community, Property Owner, and Site Operator, and the constituents of each, and to help ensure that the TSOS operations will support a safe and hospitable neighborhood environment, Community will not formally or informally oppose Property Owner or Site Operator’s application to the City to operate the TSOS on the Property as long as these terms are adhered to:

a. Resident Screening and Assurances to Neighborhood

- 1. This TSOS will be open to **MEN, WOMEN, INCLUDING THOSE MEN AND WOMEN WHO IDENTIFY AS TRANSGENDER, COUPLES, AND PARTICIPANTS WITH PETS.**
- 2. The maximum occupancy of the TSOS is **40** persons and no more than **33** dwellings.
- 3. The maximum length of stay for TSOS program is 7 months on the Property referenced herein.
- 4. Site Operator will work with partner organizations and agencies to establish transition plans for Participants upon arrival and acceptance into the program.

5. Only Participants, staff, volunteers, and public health and safety or other emergency personnel are permitted within the TSOS under any circumstances.
6. Property Owner and Site Operator will conduct a screening process as well as a comprehensive intake application that will be kept on site to help ensure that only those appropriate for residing in a TSOS site will be permitted to live at the TSOS. Those not appropriate for living within or around the TSOS at any time include, but are not limited to:
 - a. Individuals with serious mental health concerns or whom Site Operator deems a danger to themselves or others.
 - b. Individuals in possession of or under the influence of illegal drugs.
 - c. Individuals whose abuse of alcohol, marijuana, or illegal drugs becomes harmful to themselves or others.
 - d. In accordance with the Site Operator's screening procedures, individuals who are listed on the Colorado Sex Offender Registry or other similar registry maintained by the Colorado Bureau of Investigation (CBI) or have been convicted of a violent crime in the past five years.
 - e. Individuals not following all the TSOS site rules and unwilling to participate in site upkeep.
 - f. Individuals not willing to treat other site residents, staff, neighborhood residents, neighborhood hired help, and businesses and their patrons with respect.
 - g. Individuals not willing to abstain from violence, weapon possession, illegal drugs, theft, and oppressive/discriminatory behavior.
 - h. Individuals unwilling to make a good faith attempt to work toward long-term stability.

b. Participant Cooperation

1. TSOS Participants will be required to sign and uphold basic Site Operator's non-negotiable community agreements ("Participant Agreement", also sometimes referred to as the "SOS Use Agreement"). These Participant Agreements include the following expectations: No violence, no weapons, no illegal drugs, no discriminatory behavior, no persistent disruptive behavior, participation in upkeep of the site, and mutual respect for residents, staff, residents, and businesses.
2. TSOS Participants will be instructed to refrain from trespassing on private property at all times.
3. Participants who fail to honor these commitments may be subject to immediate expulsion from the site.
4. Participants who fail to honor these commitments and have been expelled from the TSOS will not be allowed to return and participate in the Program.

c. Controlled Environment

1. The TSOS will be appropriately staffed, have two or more program staff on site at all times, and safety measures in place, provide the needed support services, and will be mindful of the

Property's immediate surroundings. Therefore, Property Owner and Site Operator must do the following:

- a. **Staffing and Security:** Staff the TSOS twenty-four (24) hours per day with at least two (2) trained people who will monitor the site and the immediate surroundings of the site throughout the day, the purposes of which will be to monitor activity that can adversely affect the broader community and the TSOS site itself.
- b. **Secured Parameters:** Secure the Property with appropriate barriers (fencing with privacy screen, barricades, etc.) so only participants, staff and other permitted persons are permitted inside the TSOS at all times.
- c. **Essential Sanitation Services:** Support the Participants with necessary amenities to maintain health and sanitation of the TSOS and surrounding Neighborhood including laundry services, toilets and showers, personal hygiene items, etc.
- d. **Economic, Health and Housing Services:** Help provide ongoing access to stable housing and job opportunities, substance abuse and mental health counseling, and other services that help graduate Participants to a more permanent place of stability and independence.
- e. **Work to prevent unsanctioned encampments:** Make good faith attempt to prevent unsanctioned, illegal encampments from establishing within the immediate surroundings and a 2-block radius (as defined below in "Controlled Parameters"); survey surrounding neighborhoods for existing or persons camping that should be brought into the TSOS site; engage the City to dispatch roaming services and move groups to an appropriate shelter.
- f. **Cleanliness of TSOS and Surrounding Neighborhood:** Property Owner and Service Provider will keep the premises free of trash, weeds, drug paraphernalia, snow, and debris.
- g. **Proper lighting and additional security protocols:** Property Owner and Service Provider will be responsible for maintaining the site including landscaping, providing adequate lighting, and fencing. Lighting should keep all areas lit from sundown to sunup.
- h. **Participant and Staff Accountability:** TSOS Participants and staff will be responsible for maintaining the premises at all times. Failure to maintain premises may result in formal complaint.
- i. **Access Points:** Service Provider will maintain one single point of entry into the site, on the South side of the Parking Lot and adjacent to the North Side of the Denver Park Hill UMC Church Building. There will be one emergency exit located along the western alleyway.

- j. **Enforcement of Loitering Policies:** No loitering or soliciting will be permitted in public spaces adjacent to the TSOS site. 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, DOTI or the Denver Police Department may be contacted immediately.
- k. **Shift in expectations concerning unsanctioned encampments, enhancing neighborhood security:** Non-TSOS “camping” will not be considered acceptable within a 2-block radius of the TSOS (as defined below in “Controlled Parameters”); the Parties agree to work with the City to enforce this measure.
- l. **Strict prohibition of certain possessions within the TSOS:** Prohibit certain items within, and near the TSOS, including: drug and alcohol use; weapons including guns, knives, tasers, stun guns, baseball bats and similar "clubs," or dangerous sharp objects, etc.; and other items that the TSOS site staff deem dangerous or potentially harmful.
- m. **Strict prohibition of certain possessions within the TSOS:** Alcohol and marijuana use will be prohibited on or near the Property, including in outdoor spaces and public or common areas.
- n. **Controlled Parameters:** The defined 2 block radius is bounded by 23rd Avenue to the North, 17th Avenue to the South, Fairfax Street to the East, & Grape Street to the West.

d. Supportive Environment and Engaging in Housing First Best Practices

- 1. Service Provider will work with partner organizations and City agencies to establish transition plans to guide site Participants towards long term stability in regard to income and housing, accessing healthcare and other services, as well as obtaining employment and permanent housing.
- 2. TSOS Participants will have access to a case management and health care services upon moving into the TSOS.
- 3. Site Participants will be expected to meet with such representatives on a regular basis throughout such Participant’s occupancy in the TSOS. Failure to do so may result in removal from the site.

e. Service provider cooperation, accountability, and communication

- 1. To ensure a fair, open, and transparent operation, Property Owner and Site Operator agree to regularly communicate with the Community, Neighborhood, and City regarding the safety, health, well-being, and efficacy of the TSOS. In doing so, Property Owner and Site Operator will:

- a. Provide and publicly post at least two (2) contacts who will be on call 24 hours a day and 7 days per week for immediate needs, emergencies, or other safety or public health issues arising from the TSOS. In general, postings should include the following:
 - i. In the event of an **active** crime or fire, please call 9-1-1.
 - ii. To report a crime that is **not actively occurring**, please call 720-913-1000.
 - iii. With trash, noise, loitering, or other concerns please call the TSOS Staff Line at 303-317-7769 or the CVC Office at 720-432-8285 or email info@covillageco.org
 - iv. For **additional security concerns** please contact Securitas at 303-751-1000.
- b. Property Owner and Site Operator will provide opportunities for Parties, Neighborhood, City, community organizations, and individuals who indicate interest in staying connected with TSOS regarding activities offered at the TSOS that are open to the broader community or when there are volunteer needs within the TSOS.
- c. Submit a monthly summary of results and challenges with site operations to the Parties on a monthly basis.
- d. Coordinate regular virtual meetings with the Parties to share information and report out on progress and/or concerns resulting from the operation of the TSOS.
- e. Beginning in July 2021, Parties agree to attend monthly GPHC meetings in order to provide updates on the project.

f. Other Obligations

1. The Parties acknowledge that Park Hill is a neighborhood consisting of mixed use and walkable business districts, low density residential, multi-family residential and the home to a number of adolescents and children. These families are supported by a number of public and private schools, religious organizations and programs. Business corridors consist of retail, grocery, and restaurant businesses on 23rd Ave., Kearney St., Fairfax St. and Oneida St., and are bordered on the south by Colfax Ave. and Montview business district. The neighborhood also contains significant bicycle traffic, bike routes, and private and public transportation.
 - a. Property Owner and Site Operator will work closely with Denver Police District 2 to help ensure the safety and security of residents and businesses in the area, as well as the Participants.
 - b. Property Owner and Site Operators agree to engage Denver Police District 2 in frequent patrolling and engagement of an *Early Intervention Team (EIT)* for non-TSOS camping.
2. If Property Owner or Site Operator receives any local, state, or federal law enforcement action resulting from the TSOS operations at the Property, Site Operator will promptly notify the

Councilperson for District 8 and the Parties to this Agreement, when possible within 48-hours of such an incident.

3. Property Owner and Site Operator shall initiate a formal wrap-up period in the TSOS's final month of operation commencing on December 9, 2021; the TSOS must be returned to its original state effective January 1, 2022.
4. Site Operator shall not apply for another permit to operate at this location.
5. Property Owner and Site Operator agree that they and their occupants, contractors, agents, or invitees will not permit the use or playing of amplified sound inside the TSOS outside of quiet hours. Quiet hours are defined as 9pm-8am.
6. All noise emanating from the Property shall be strictly limited to a maximum 55 decibels.
7. Property Owner and Site Operator agree they will at all times discourage any staff, contractors, occupants, agents, guests, employees or other users of any portion of the Property from parking any vehicles on Glencoe and Forest Streets.
8. Property Owner and Site Operator further agree to direct designated personnel to respond in a reasonable amount of time and to attempt in good faith to resolve complaints from Community regarding noise, odors, litter, loud profanity, smoking and all other disturbances of any type.
9. Property Owner and Site Operator agree that quiet hours will be from 9pm-8am each day.

g. Dispute Resolution & Mediation

1. Should any Party believe that the Property Owner or Site Operator is in default or violation of this Agreement, that Party shall notify the other in writing of the alleged event constituting breach of this Agreement.
2. Upon receipt of such notice, the receiving party shall have twenty-four (24) hours within which to effect a cure of the alleged breach, or such longer time as may be reasonably required in the circumstances, not to exceed in any event ten (10) calendar days, provided that the party having received notice of an alleged breach has made reasonable, continuous efforts to cure such alleged breach.
3. If a cure does not occur, such issues shall be referred to mediation through the City of Denver.

h. Miscellaneous

1. Property Owner and Site Operator agree GPHC, and its directors, officers and employees shall not be liable for any action or omission, negligent or otherwise, of the Property Owner and/or Site Operator, their employees, agents or volunteers, in operating the TSOS and carrying out the provisions of this Agreement. Site Operator shall obtain and maintain in effect during the term of this Agreement reasonable liability insurance coverage for the operation of the TSOS.

3. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
4. No director, officer, agent or employee of any of the Parties, nor any signatory to this Agreement, shall be personally or contractually liable by or under any term or provision of this Agreement or because of any breach thereof or because of its or their execution or approval of this Agreement.
5. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by the parties hereto.
6. No provision of this Agreement may be released, discharged, abandoned, supplemented, amended, changed, or modified in any manner, orally or otherwise, without the written consent of the Parties. Nor shall any waiver of any of the provisions be valid or enforceable unless in writing and signed by a duly authorized officer or representative of each of the Parties.
7. Each person signing on behalf of an entity below represents that she/he has 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.

Colorado Village Collaborative,

a Colorado nonprofit corporation

Name: cole chandler

Title: Executive Director

Date: 7/1/2021

Signature:  DocuSigned by:
Cole Chandler
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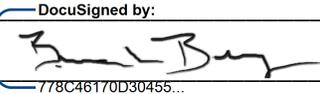
Park Hill United Methodist Church

a Colorado Nonprofit Corporation

Name: Bruce Berger

Title: Chair, Board of Trustees

Date: 7/1/2021

Signature:  DocuSigned by:
Bruce Berger
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Name: Nathan Adams

Title: Lead Pastor

Date: 7/1/2021

Signature:  DocuSigned by:
Nathan Adams
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Greater Park Hill Community, Inc.

a Colorado Nonprofit Corporation and Denver Registered Neighborhood Organization

Name: Tracey MacDermott

Title: Chair, Greater Park Hill Community

Date: 7/1/2021

Signature:  DocuSigned by:
Tracey MacDermott
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