

**AGREEMENT FOR A TEMPORARY SAFE OUTDOOR SITE
AT DENVER COMMUNITY CHURCH
1595 N. PEARL STREET
DENVER, COLORADO 80203**

This Agreement is entered into by and between **Uptown on the Hill Neighborhood Organization (UOTH), Colfax Ave Business Improvement District (CBID), Southern Land Company, LLC (SLC), 17th and Pearl Denver, LLC (17Pearl), Capitol Hill United Neighborhoods, Inc., (CHUN)**, collectively hereinafter referred to as “the Community”, **Denver Community Church (DCC)** the “Property Owner”, and **Colorado Village Collaborative (CVC)** the “Site Operator”, all of which hereinafter 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 City-based registered neighborhood organizations (“RNOs”), cultural facility districts (“Cultural Districts”), business improvement districts (“BIDs”) and/or Colorado nonprofit corporations with defined geographic boundaries (the “Neighborhood”) that include, or may be located near, the Property (as defined herein).
- 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 comprise affordable, accessible, and attractive places to live, visit, work, and recreate in order 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 up to, and 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 COVID-19 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 acceptable City policy.

- I. Whereas, the Parties agree *Temporary Safe Outdoor Sites* ("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, Denver Community Church is the owner of the property located at 1595 N. Pearl Street, Denver, CO 80203 (as used herein, the "Property").
- K. Whereas, the Property has received approval from the City to grant **Colorado Village Collaborative (CVC)** permission to operate a TSOS on the Property for those individuals experiencing homelessness ("Participants").
- L. Whereas, collectively, the Property Owner and Site Operator have applied to the City to operate a TSOS for no more than a period of six (6) months commencing no earlier than **December 1, 2020, and ending by May 31, 2021.**
- M. Whereas, Property Owner and Site Operator have applied for and seek temporary permits pursuant to, and in compliance with, *Denver Zoning Code Section 12.4.6* (Code Interpretations and Determination of Unlisted Uses); *Ordinance No. 2020-0961* (Authority to Allow COVID-19 Related Temporary Uses on Former Chapter 59 Zoned Lands); and Neighborhood guidelines pertaining to social/human services and set forth in the *East Central Area Neighborhood Plan* Section 2.2.5 Recommendation E13.D.
- N. Whereas, the Parties wish to establish clear expectations and strong channels of communication for ensuring collaboration and mutual respect among residents at the TSOS and with those in the Neighborhood.
- O. Whereas, in consideration of this Agreement, which has 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 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.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein, the Parties agree to the following:

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 **30** dwellings.
3. The maximum length of stay for TSOS participants is 6 months on the Property referenced herein.

4. However, Property Owner and Site Operator will work with partner organizations and agencies to establish transition plans for Participants upon arrival and acceptance into the program.
5. Only program participants, inclusive of staff and 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 to help ensure that only those appropriate for residing in a TSOS site will be permitted to live at the TSOS on the Property. 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 or illicit use of prescription drugs.
 - c. Individuals whose abuse of alcohol, marijuana, or prescription drugs becomes harmful to themselves or others.
 - d. Individuals who are listed on the Colorado Sex Offender Registry or other similar registry maintained by the Colorado Bureau of Investigation (CBI).
 - e. Individuals not willing to follow all the TSOS site rules and unwilling to participate in site upkeep.
 - f. Individuals not willing to treat other site residents, staff, residents, 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 such as stable income and stable housing.

b. Participant Cooperation

1. TSOS Participants will be required to uphold basic 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. At the direction of the Property Owner and Site Operator, TSOS Participants will be instructed to refrain from trespassing on private property at all times.
3. Participants who fail to honor these commitments will be subject to immediate expulsion from the site and/or arrest.
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.

5. The maximum lengths of stay on the Property will be six (6) months commencing no earlier than 9:00 am December 1, 2020 and ending no later than May 31, 2021 at 11:59 p.m.

c. Controlled Environment

1. The Property Owner and Site Operator assure Community, Neighborhood, and City 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 two (2) city blocks surrounding the site every four (4) hours, 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 site residents 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 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 well-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 will result in formal complaint.
- i. **Access Points:** Service Provider will maintain one single point of entry into the site, on the North side of the Parking Lot and adjacent to the South Side of the Denver Community Church structure.
- j. **Enforcement of Loitering Policies:** No loitering 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 will be contacted immediately.
- k. **Shift in expectations concerning unsanctioned encampments, enhancing neighborhood security:** Non-TSOS "camping" of more than 3 persons 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: drugs (other than that which a physician or licensed health care professional have prescribed) 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, public or common areas, or elsewhere supported by the Property Owner.
- n. **Controlled Parameters:** The defined radius of this TSOS is bounded by 18th Avenue to the North, 14th Avenue to the South, Clarkson to the East, & Logan Street to the West.

d. Supportive Environment and Engaging in Housing First Best Practices

1. Property Owner and 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 representative of St. Francis Center and the Denver Street Outreach Collaborative within fifteen (15) days of moving into the TSOS.

3. Site Participants will be expected to meet with such representatives on a regular basis, as defined by the representative on a case-by-case basis, throughout such Participant's occupancy in the TSOS. Failure to do so will 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 regular communications 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 720-913-2000.
 - iii. With trash, noise, loitering, or other concerns please call Cole Chandler at 303-317-7769 or email cole@covillageco.org.
 - iv. For **additional security concerns**, Property and Site Operators will provide appropriate contact information upon execution of this Agreement.
 - 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 written summary or dashboard of results to be shared with the Parties listed herein and suitable for public distribution. Reports should include the following: trash, litter, biohazards, drug paraphernalia cleanup in the site and surrounding blocks; capacity and number of participants at the site each week; turnover of resident composition and reasons (graduated to more stability, expelled from site, etc.); how the Property Owner and Site Operators addressed unsanctioned camping in the immediate area; efforts to prevent non-TSOS sites within a 2-block radius of the approved SOS sites; complaints and compliments logged and addressed regularly.
 - 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 January 2021, Parties agree to conduct monthly, virtual neighborhood town hall discussions for the duration of the TSOS site.

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- i. The meetings will be co-hosted by the Parties of this Agreement and invitees will include area Community, TSOS residents/staff, City Council, City Departments, and Denver Police Department.
 - ii. Advance written notice with the Parties to this Agreement is required at least two weeks prior to any modifications to the site whether temporary or permanent.
 - iii. Information will be shared by the Parties with the surrounding Neighborhood via email, social media, and other forms of communication.
 - iv. Property Owner and Site Operator, in partnership with TSOS Participants, publicly post the date, location, and contact information, for each virtual neighborhood townhall.

f. Other Obligations

1. The Parties acknowledge that one of the more challenging areas related to crime includes the Colfax Avenue corridor, in particular the areas near/between Sherman, Grant, Logan, Pennsylvania, Pearl, Washington, Clarkson, and Emerson Streets between 12th and 18th Avenues.
 - a. Property Owner and Site Operator will work closely with Denver Police District 6 to help ensure the safety and security of residents and businesses in the area, as well as the residents in the TSOS sites
 - b. Property Owner and Site Operators agree to engage Denver Police District 6 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 disciplinary action resulting from the TSOS operations at the Property, Site Operator will promptly notify the Councilperson for District 10 and the Parties to this Agreement, when possible within 48-hours of such an incident.
3. The maximum duration of this TSOS is six (6) months commencing no earlier than 9:00 a.m. December 1, 2020 and ending no later than May 31, 2021 at 11:59 p.m.
4. Property Owner and Site Operator shall initiate a formal wrap-up period in the TSOS's final month of operation commencing on May 9, 2021; the TSOS must be returned to its original state effective June 1, 2021.
5. The maximum term of this TSOS will not exceed six (6) months.
6. Site Operator shall not apply for another permit pursuant to *Denver Zoning Code Section 12.4.6* (Code Interpretations and Determination of Unlisted Uses); *Ordinance No. 2020-0961* (Authority to Allow COVID-19 Related Temporary Uses on Former Chapter 59 Zoned Lands); and Neighborhood guidelines pertaining to social/human services and set forth in the *East Central Area Neighborhood Plan* Section 2.2.5 Recommendation E13.D in the following geographic

boundaries unless otherwise approved and reasonably agreed to by the Parties:

- a. West Boundary: Broadway
 - b. East Boundary: York Street
 - c. South Boundary: 6th Avenue
 - d. North Boundary: 23rd Avenue
7. 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.
 8. All noise emanating from the Property shall be strictly limited to a maximum 55 decibels.
 9. Property Owner and Site Operator agree they and all occupants, contractors, agents, or invitees will at all times prohibit any staff, contractors, occupants, agents, guests, employees or other users of any portion of the Property from parking any vehicles in the private parking lots of the surrounding Neighborhood without prior approval.
 10. Property Owner and Site Operator further agree to direct designated personnel to respond in a reasonable time and to quickly resolve complaints for issues within this Temporary Safe Outdoor Site from Community regarding noise, odors, litter, and all other nuisances of any type, including disturbances or violations of city ordinances.

g. Dispute Resolution & Mediation

1. Should any party believe that the Property Owner or Site Operator is in default or violation of this Agreement, the Community 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 (subject to any legal proceedings related thereto), 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. If the Parties are unable to resolve any dispute through mediation, the Parties shall be entitled to exercise all remedies available at law or in equity.

h. Miscellaneous

1. Property Owner and Site Operator agree UOTH, CBID, SLC, 17Pearl, and CHUN, and their respective directors, officers and employees, as applicable, 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, except to the extent any such injury or claim is related to or caused by any negligent act, omission or willful misconduct of such member of the Community. Property Owner and/or Site Operator

shall obtain and maintain in effect during the term of this Agreement reasonable liability insurance coverage for the operation of the TSOS.

2. No term or condition of this Agreement shall be construed or interpreted as a waiver by CBID, express or implied, of any of the notice requirements, immunities, limitations to liability, rights, benefits, protections, or other provisions under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or under any other law.
3. Nothing herein contained shall constitute a partnership between or joint venture by the Parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this Section and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. 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 elected official, director, officer, agent or employee of any of the Parties shall be charged personally or held 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, approval or attempted execution of this Agreement.
5. In the event that any of the terms or conditions of this Agreement are determined to be unenforceable or in conflict with one another, the Parties agree that the remainder of the Agreement remains valid and enforceable. Moreover, each of the terms, covenants, agreements and conditions of this Agreement is binding upon and insures to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.
6. 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. This Agreement 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. This Agreement may be executed and delivered electronically in portable document format (.pdf) or similar means and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other.
7. 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 representatives of each of the Parties.
8. The rights and obligations pursuant to this Agreement shall run to the successors and assigns of the Parties.
9. 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.
10. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
11. Subject to the dispute resolution and mediation provisions set forth above, in the event of a breach or default of this Agreement by any of the Parties, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, provided the Parties waive any claims against each other for consequential damages arising out of or relating to this Agreement, including, but not limited to,

special, incidental, consequential, or punitive damages of any kind arising out of or related to the performance or non-performance of the Agreement, and regardless of whether such losses, damages or liability arises from breach of contract or warranty, tort (including negligence), strict liability or otherwise.

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

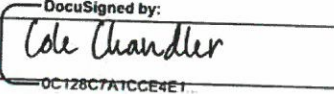
Colorado Village Collaborative,

a Colorado nonprofit corporation

Name: Cole Chandler

Title: Executive Director

Date: 1/8/2021

Signature: 
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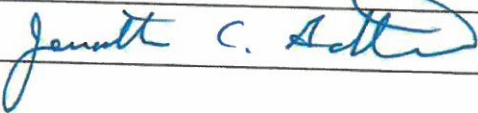
Denver Community Church

a Colorado Nonprofit Corporation

Name: JONATHAN GETZINGS

Title: EXECUTIVE PASTOR

Date: 1/11/2021

Signature: 


Uptown on the Hill RNO

a registered neighborhood organization with the City and County of Denver, CO

Name: Judith Trompeter

Title: President

Date: January 11, 2021

Signature: 


Capitol Hill United Neighborhoods, Inc.

a Colorado Nonprofit Corporation and Denver Registered Neighborhood Organization

Name: TRAVIS LEIKER

Title: PRESIDENT

Date: JANUARY 8, 2021

Signature: 

Colfax Business Improvement District

a Denver Business Improvement District

Name: ANDY BALDYGA


Title: BOARD CHAIR

Date: 1/8/21

Signature: 

Southern Land Company, LLC

a Colorado Limited Liability Company

Name:  Brian Scovel

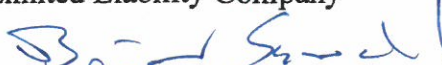
Title: President

Date: 1.12.2021

Signature: 

17th and Pearl Denver, LLC

a Colorado Limited Liability Company

Name:  Brian Scovel

Title: President

Date: 1.12.2021

Signature: 