

**AGREEMENT FOR A TEMPORARY SAFE OUTDOOR SITE (TSOS)
AT FIRST BAPTIST CHURCH
LOCATED AT 1373 N. GRANT STREET DENVER, COLORADO 80203**

This Agreement is entered into by and between **Capitol Hill United Neighborhoods, Inc.**, (CHUN) and **Colfax Ave Business Improvement District** (CBID), collectively hereinafter referred to as “the Community”, and **EarthLinks, Inc.**, the “Site Operator”, all of which hereinafter referred to as the “Parties”.

I. RECITALS

- A. **Whereas**, First Baptist Church of Denver is the Property owner of 1373 N. Grant Street, Denver (as used herein, the “Property”).
- B. **Whereas**, Site Operator is a community-based, nonprofit organization providing certain human services throughout the City and County of Denver (the “City”) including those programs necessary to the stability, survival, and independence of unhoused Denver residents.
- C. **Whereas**, Property Owner has leased a portion of its Property at 1373 Grant Street, Denver, CO 80203, to Site Operator for the purposes of establishing a temporary Safe Outdoor Space (TSOS) to provide temporary housing to unhoused Denver residents (the “Participants”) under certain terms and conditions for a period of 6 months and ending by May 31, 2021.
- D. **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).
- E. **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.
- F. **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.
- G. **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;
- H. **Whereas**, the Parties desire 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 and to examine and address homelessness in a comprehensive way.
- I. **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.

- J. **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.
- K. **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.
- L. **Whereas**, the Site Operator has received 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 to operate TSOS on site.
- M. **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.
- N. **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 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:

Resident Screening and Assurances to Neighborhood

1. This TSOS will be open to women, transgender individuals, couples, and those with pets.
2. The maximum occupancy of the TSOS is 30 persons and no more than 22 dwellings.
3. The maximum length of stay for TSOS participants is 6 months on the Property referenced herein.
4. Site Operator will work with other human service agencies and providers to establish wrap-around service plans upon Participant arrival and/or acceptance into the program.
5. Visitors, or non-Participants, with the exception of public health and safety or other emergency personnel, service providers and regular volunteers, are not permitted within the TSOS under any circumstances.

6. Site Operator will conduct a screening process, in coordination with the Denver Street Outreach Collaborative, to identify those appropriate for residing in a TSOS. This includes, utilizing the Homeless Management Information System (HMIS) to make these recommendations and appropriate referrals. Further:
 - a. Individuals with serious mental health concerns that make them a danger to themselves or others will be referred to emergency mental health services.
 - b. Individuals in possession of illegal drugs, alcohol, or marijuana will be immediately expelled from the site.
 - c. The site will not knowingly house individuals who are listed on the Colorado Sex Offender Registry.
 - d. Individuals not willing to follow all the TSOS site rules and unwilling to participate in site upkeep will not be allowed to remain at the TSOS.
 - e. Individuals not willing to treat other site residents, staff, neighbors, and the Community with respect will be dismissed from the program.
 - f. Individuals not willing to abstain from violence, weapon possession, illegal drugs, theft, and oppressive/discriminatory behavior will result in immediate expulsion.

Participant Agreements

1. TSOS Participants will be required to uphold basic non-negotiable community agreements (a "Participant Agreement"). These Participant Agreements include but are not limited to 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, businesses, and surrounding neighborhood.
2. TSOS Participants will be instructed to not trespass on private Property.
3. Participants who fail to honor these commitments will be subject to immediate expulsion from the site or, if appropriate, referred to the Denver Police Department and subject to 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 length of stay at the TSOS site will be six (6) months per the permit granted by the City and County of Denver Department of Community Planning and Development.

Controlled Environment

The Site Operator assures Community, City, and neighborhood the TSOS will be appropriately staffed, have two or more program staff on site at all times, and have safety measures in place, provide the needed support services, and will be mindful of, and will be held strictly accountable for, the Property's immediate surroundings. Therefore, Site Operator will do the following:

1. **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 daily,

the purposes of which will be to monitor activity that can adversely affect the broader community and the TSOS site itself.

2. **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.
3. **Essential Sanitation Services:** Support the Participants with necessary amenities to maintain health and sanitation of the TSOS and surrounding Neighborhood including but not limited to laundry services, toilets and showers, personal hygiene items, etc.
4. **Economic, Health and Housing Services:** Help provide ongoing access to stable housing and job opportunities, substance abuse and mental health counseling, and other services to the extent these are available that help graduate site residents to a more permanent place of stability and independence.
5. **Work to prevent unsanctioned encampments:** Make good faith attempts to prevent unsanctioned, illegal encampments from establishing within a 2-block radius of the site; work with other service providers and the City of Denver's outreach teams to connect unhoused individuals to other services.
6. **Cleanliness of TSOS:** Service Provider will keep the leased premises free of trash, weeds, drug paraphernalia, snow, and debris.
7. **Access Points:** Service Provider will maintain one single point of entry into the site, on the East side of the Parking Lot.
8. **Strict Enforcement of Loitering Policies:** No illegal 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.
9. **Strict prohibition of certain possessions within the TSOS:** Prohibit certain items within 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.
10. **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 on the Property.
11. **Monitored Geographic Boundaries:** Site Operator will actively work with the Denver Police Department and Colorado State Patrol to promote safety and neighborhood wellbeing in the following radius Colfax Avenue to the North, 12th Avenue to the South, Pennsylvania Street to the East, & Sherman Street to the West.

Community Cooperation

1. Community will continue to ensure respectful, open dialogue and will work collaboratively with the neighborhood to identify challenges and opportunities and partner as thought leaders in order to help people experiencing homelessness.
2. Collectively, the Parties agree to require that the Community uphold basic, non-negotiable community expectations. These include, but are not limited to, the following: No violence, no weapons, no illegal drugs, no discriminatory behavior, participation in upkeep of the community, no loitering, no littering, and mutual respect for TSOS Participants, staff, and volunteers.
3. The Community agrees that any resident who fails to honor these expectations will be subject to formal submitted complaints reports to the City and County of Denver, or if appropriate, to the Denver Police Department.

Supportive Environment and Engaging in Housing First Best Practices

1. Service Provider will work with other human service 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 from the Denver Street Outreach Collaborative who will provide outreach services to make connections to other organizations including but not limited to, Bayaud Enterprises, Ready to Work, and others.
3. Site Participants will be encouraged 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.

Site Operator Communication and Reporting

To ensure a fair, open, and transparent operation, Site Operator agrees to regular communications with the Community, surrounding neighborhood, and appropriate City leaders regarding the safety, health, well-being, and efficacy of the TSOS. In doing so, Site Operator will:

- a. Provide and publicly post email for non-emergency inquiries and questions, and an emergency phone line for immediate and emergency needs related to the site.
 - i. The email address is sos@earthlinks-colorado.org, the site phone number is 720-512-8731.
- b. Site Operators will provide opportunities for Parties, Community, City, neighborhood, 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.
 - i. There is a page active on www.Earthlinks-Colorado.org website for SOS

information and volunteer opportunities and needs.

- c. Beginning in January 2021, Site Operator agree to conduct monthly, virtual neighborhood town hall discussions for the duration of the TSOS site.
 - 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 or electronic 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. Site Operator will publicly post the date, location, and contact information, for each virtual neighborhood townhall.

- d. Provide monthly summary to be shared with the Parties listed herein and suitable for public distribution. Reports could include the following: trash, litter, biohazards, drug paraphernalia cleanup in the site and surrounding blocks; capacity and number of participants; turnover of resident composition and reasons (graduated to more stability, expelled from site, etc.); how the 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.

All neighbors — housed, unhoused, renters and Property owners — should understand that the Site Operator has full control only over all issues within the TSOS, but, as good neighbors, commits to working in good faith to maintain a safe neighborhood for all and the community pledges to do the same.

Other Obligations

1. The Parties acknowledge that one of more challenging areas related to crime includes the Colfax Avenue corridor, in particular the areas near/between Sherman, Grant, Logan, and Pennsylvania Streets, between 12th and Colfax Avenues.
 - a. Site Operator will work closely with Denver Police District 6 to ensure the safety and security of residents and businesses in the area, as well as the residents in the TSOS sites
 - b. Site Operators will work closely with Community to request frequent patrolling and engagement of a Support Team Assistant Response (STAR) for non-TSOS camping.
2. Site Operator agrees that they and their occupants, contractors, agents, or invitees will not permit the use or playing of amplified sound outside or inside the TSOS in excess of the City of Denver noise ordinance. The TSOS will observe quiet hours between the hours of 8 pm and 6 am daily.
3. If Site Operator receive any local, state, or federal disciplinary action resulting from the TSOS operations at the Property, Site Operators will promptly notify the Councilperson for District 10 and the Parties to this Agreement within 48-hours of incident.

4. 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 tenancy of the TSOS will not exceed six (6) months.
6. Site Operator agrees to not apply for an extension following May 31, 2021 without discussing their intent to do so with all Parties to this agreement.
7. Site Operator shall not apply for another TSOS designation 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 agreed to by the Parties:
 - a. West Boundary: Bannock Street
 - b. East Boundary: York Street
 - c. South Boundary: 1st Avenue
 - d. North Boundary: 23rd Avenue
8. Site Operator further agrees to direct designated personnel to promptly respond to and immediately resolve complaints from Community regarding noise, odors, litter, including disturbances or violations of city ordinances.

Dispute Resolution

1. Should any party believe that the Site Operator is in default or violation of this Agreement, the Community shall notify the Site Operator in writing of the alleged event constituting breach of this Agreement. If by email, to sos@earthlinks-colorado.org, or if by mail to Kathleen Cronan, Executive Director, EarthLinks, 2746 W. 13th Ave., Denver, CO 80204.
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 free mediation services provided by the City and County 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.

III. MISCELLANEOUS

1. Site Operator agrees CBID 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. 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. 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.
6. 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.
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. Each person signing on behalf of an entity below represents that they have the authority to execute and deliver this Agreement on behalf of such.
9. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

EarthLinks, Inc.

a Colorado nonprofit corporation

Name: Kathleen Cronan

Title: Executive Director

Date: 12/24/2020

Signature: 

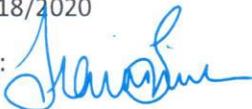
Capitol Hill United Neighborhoods, Inc.

a Colorado Nonprofit Corporation and Denver Registered Neighborhood Organization

Name: Travis Leiker, MPA

Title: President, Board of Delegates

Date: 12/18/2020

Signature: 

Colfax Business Improvement District

a Denver Business Improvement District

Name: Andy Baldyga

Title: Board Chair

Date: 12/30/2020

Signature: 