

GOOD NEIGHBOUR AGREEMENT
Between **THE CITY OF PORT COQUITLAM**
and **HOPE FOR FREEDOM SOCIETY** and **THE FOURSQUARE GOSPEL**
CHURCH OF CANADA

Draft dated December 2, 2013

Preamble

The Hope for Freedom Society (“the Society”) is a non-profit society established under the provincial *Society Act* in 1998. The Society has also obtained charitable status under applicable income tax legislation of the Government of Canada.

The Foursquare Gospel Church of Canada (“the Landlord”) is the owner of a place of worship facility (“the Facility”) located at 2606 Kingsway Avenue in the City of Port Coquitlam. The Facility accommodates church groups, community related services, and the Higher Ground, a ministry which aims to meet the needs of homeless and those living with addiction and poverty.

The Society wishes to operate a temporary shelter (“the Shelter”) at the Facility. The proposed accommodation is intended to meet housing needs of homeless persons in the Tri-Cities area until a permanent Shelter and transitional housing facility opens at 3030 Gordon Avenue in the City of Coquitlam. To allow for occupancy of the Shelter, the Society is required to obtain a temporary use permit from the City of Port Coquitlam (“the City”).

The City considers that the temporary accommodation of a maximum of 30 adults in a church located within a predominantly residential area is likely to affect the residential character of the adjoining neighbourhood unless certain operational policies are established and observed.

To that end, the Society, the Landlord and the City have deemed it expedient to enter into a Good Neighbour Agreement (“the Agreement”). Such an agreement will benefit both parties by establishing minimum standards of conduct for the Facility, forestalling potential nuisance issues, and avoiding complaints to the City, which, if unresolved, could jeopardize the Society’s temporary use permit.

Purpose

The purpose and goals of this Agreement are:

- 1) To establish and ensure the continuation of open dialogue and communication between the Society, the Landlord, the City and residents in relation to the operation of the Shelter;
- 2) To maintain the safety and livability of the neighbourhood in the vicinity of the Facility; and

- 3) To address potential crime and nuisance issues and fear of crime and nuisance issues within the neighbourhood in the vicinity of the Facility.

The City acknowledges that the Society has established its own operational policies for the Shelter, including client screening criteria and acceptable behaviours, which are relevant to relations with the neighbourhood. The following provisions are accepted by the parties in the belief that they are relevant to acceptance of the Facility by surrounding neighbours. No criticism of the Landlord or Society's past or present operational policies is intended or implied.

Section 1. Management and Security

The Society and Landlord will ensure that:

- (a) the Shelter is managed to professional standards;
- (b) two appropriately trained staff are on the Shelter premises at all times during hours of operation and are responsible for overseeing the operation of the Shelter and the conduct of clients of the Shelter;
- (c) a responsible staff person is present at the Shelter and able to respond to complaints made under Section 2 during the hours of operation of the Shelter;
- (d) a designated member of the Society is able to respond to complaints made under Section 2 during the hours that the Shelter is not operating; and
- (e) the identities, contact telephone numbers and e-mail addresses of the above mentioned persons, and of any significant changes to such contact information, are provided to the City's designated contact.

Section 2. Complaint Mechanism and Resolution

- (a) The Society will: designate a primary contact person ("Society's Contact");
- (b) provide residents of the neighbourhood in the vicinity of the Shelter, on request and by posting the information on the Society's website, www.hopeforfreedom.org, the information described in Section 1(e);
- (c) ensure that the designated contact person receives, investigates, and deals effectively with any complaint, related to shelter operations, made by a resident of the neighbourhood, including reporting back to the resident on the disposition of the complaint;
- (d) participate in community meetings coordinated by the City before and during the shelter operation and take necessary actions to address any issues, related to shelter operations, identified through the community meeting process; and
- (e) maintain a written record of neighbour complaints, related investigations, disposition of complaints, and follow-up reports to residents, for inspection by the City from time to time at the City's request, but nothing in this Section obliges the Society to divulge information that is confidential or privileged under any statute or the common law.

The City will:

- (a) designate a primary contact person (City's Contact");

- (b) mail contact information for the Society's and the City's Contacts to residents and property owners within 120 metres of the Facility;
- (c) collaborate with the Society's Contact to coordinate a series of community meetings to provide residents with an opportunity to discuss any issues or concerns that may arise during the shelter operation and for the City and Society to mutually agree upon mitigating actions. Meetings are to be attended by the City's and the Society's Contacts. A pre-opening meeting shall be held a minimum of two weeks prior to the scheduled opening of the Facility. Thereafter, a schedule of weekly meetings or as mutually agreed upon by the City's and the Society's Contacts, shall be held during the period that the Shelter is in operation;
- (d) notify residents regarding upcoming community meetings;
- (e) inform the Society's Contact of any complaint it receives about the Shelter for follow up and resolution;
- (f) notify the Society if it believes the terms and conditions of the Agreement are being violated; and
- (g) work, in good faith, with the Society to resolve issues related to this Agreement and operation of the Shelter prior to consideration of revoking the temporary use permit.

Section 3. Conduct of Shelter Clients

The Society will ensure that the behaviour of Shelter clients and staff does not cause nuisance to neighbouring properties, and without limiting the generality of the foregoing, will ensure that occupants

- (a) do not trespass on adjacent properties;
- (b) do not litter on adjacent streets and properties;
- (c) do not, through shouting, or other means, cause noise disturbances on adjacent properties;
- (d) understand that they are not to return to the Facility property while the shelter is closed except to visit the Society's Outreach Team offices; and
- (e) do not, either individually or in a group, engage adjacent neighbours in inappropriate or unwanted interactions of any kind.

Section 4. Conduct of Volunteers

The Society will ensure that the standards of conduct for Shelter clients and staff are also applied to volunteers at the Shelter.

Section 5. Security

The Society acknowledges that it screens prospective clients for suitability of admittance to the Shelter on a range of well-defined behavioural factors, in accordance with generally accepted standards of practice for emergency shelter accommodations.

The Society will provide the Coquitlam RCMP and the City's Fire and Emergency Services Department with names and contact information for use in case of any

emergency or incident involving the Shelter, and will keep such contact information up to date.

Section 6. Noise

The Society will establish and enforce quiet hours and noise level limits for the Shelter, that are consistent with community standards, including the City's Noise Control Bylaw No. 2891.

Officer Signature _____

Execution Date
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Hope for Freedom Society
by its authorized signatory(ies):

2013 ____ __

Name:

Name:

(as to both signatures)

Name:

Officer Signature _____

2013 ____ __

The Foursquare Gospel Church of
Canada
by its authorized signatory (ies):

Name:

Name:

(as to both signatures)

Name:

Officer Signature _____

The City Signature
by its authorized signatory(ies):

2013 ____ __

Name:

Greg Moore, Mayor

(as to both signatures)

Susan Rauh, Corporate Officer