

## Good Neighbor Agreement for Gateway

The City of Albuquerque (“City”) and the registered Neighborhood Associations that become signatories to this Agreement (“Neighborhood Associations”) agree:

### I. RECITALS

- A. The purpose of this Agreement is to establish:
  - 1) clear expectations for the operation of the Gateway at Gibson Health Hub (“Gateway at GHH”);
  - 2) strong channels of communication between the City and the surrounding neighborhoods; and
  - 3) establish protocols to promote the safety, community, and quality of life in the surrounding neighborhoods.
- B. This Agreement is meant to recognize the shared values between the City of Albuquerque and the Neighborhood Associations, area residents, property owners, and businesses of mutual respect, accountability, transparency, understanding, and collaboration.
- C. More than 5,600 households experience homelessness in Albuquerque every year and there are not enough emergency beds to meet demand. Additionally, demand is growing as the number of people experiencing homelessness rose 19% between 2017 and 2019.<sup>1</sup> The City and Neighborhood Associations recognize the impact homelessness has had in their communities and share the mutual goal of reducing the experience of living without a house.
- D. The City acquired the Gibson Health Hub, inclusive of the Gateway, located at 5400 and 5406 Gibson Blvd. SE, in April 2021 with a vision to provide a facility to address healthcare and social service gaps for both the housed and unhoused population and to serve as a model for future Gateway facilities in the other parts of the City.
- E. The Parties wish to protect and improve the safety, health, welfare, and quality of life in the surrounding neighborhoods.

NOW, THEREFORE, in consideration of the mutual agreements as expressed in this Agreement, which have been negotiated by the Parties in the interest of ensuring that Gateway at GHH operations will support a safe, welcoming environment and will not contribute to significant adverse impacts on the surrounding neighborhoods, the Parties agree as follows:

### II. AGREEMENT

- A. Operation and Premises
  - 1) The vision for the Gateway at GHH is to fill a need for emergency overnight beds and case management to move people into housing.
  - 2) The Gateway at GHH will provide the environment and resources for guests to form an exit strategy to housing, another shelter, or another definition of success.
  - 3) The Gateway at GHH is low barrier, trauma-informed, and meets people where they are when developing exit plans.

<sup>1</sup> Point in Time Count, 2019: Albuquerque Continuum of Care, by the New Mexico Coalition to End Homelessness (NMCEH)

- 4) In addition to case-management resources, the Engagement Center will provide office space for other non-profits and providers that offer job training, skill building and other services to guests.<sup>2</sup>
- 5) The City, in partnership with contracted organization(s) operating the Gateway at GHH, will establish appropriate safety and security systems including: fire suppression systems, security cameras, and a system to transmit an audible sound to alert on site security personnel upon entry of a restricted area.
- 6) The City will continue to provide on-site 24/7 professional security, including a security vehicle and CCTV cameras, to monitor the exterior of the Gibson Health Hub (“GHH”).
- 7) The GHH will use Crime Prevention Through Environmental Design (“CPTED”) principles including improving exterior lighting, keeping property clean and orderly, maintaining the exterior of the building, and creating natural access controls that rely on doors, fences, and shrubs to delineate public vs. private property.
- 8) To mitigate potential conflict or safety issues within the Gateway at GHH, interior design will be based on trauma-informed practices such as natural lighting, clear lines of sight, open spaces, with well-defined personal spaces.

B. Coordinated Response

- 1) Community Action Area: The City will establish a “Community Action Area” (CAA) around the Gateway at GHH. The CAA is a defined geographic area, set forth in Exhibit A. The CAA is composed of three (3) main pillars:
  - a) Partnership-building
    - i) The City will share updates with the community to encourage input on policy decisions for the Gateway at GHH.
    - ii) The City will establish clear and reliable systems of communication with the community such as through the use of the [Gatewayinput@cabq.gov](mailto:Gatewayinput@cabq.gov) email address.
    - iii) The City will provide information on opportunities to volunteer or work at the Gateway at GHH to identified Neighborhood Associations to disseminate to its Board and membership. In turn, the identified Neighborhood Associations will provide the City with information about work/ volunteer opportunities within their neighborhoods.
  - b) Transformative Neighborhood Planning Meetings
    - i) The planning meetings will be held monthly. The meetings will serve 1) as a platform to build consensus on the issues that the Neighborhood wants to address, and 2) develop action plans by mapping assets in the community
    - ii) The meetings will be open to all members of the CAA, but scheduling, location, and other provisions may be made to ensure representation of voices from surrounding neighborhoods
    - iii) The community and the City will establish meeting guidelines to follow for the purpose of ensuring respect and courtesy; prioritizing productive ideas and communicating to identify the root causes of poverty, crime and violence in the community.

<sup>2</sup> To read more about the City’s vision for the Gateway, please view the [Operations Plan](#) and the [Administrative Policies](#).

- iv) The community and the City will identify existing non-profits and other organizations and resources that can be invited to the conversation.
- c) Action
  - i) The issues chosen for prioritization and the plans created to address those issues will be implemented through collective action.
  - ii) Community members, organizations in the community, and departments within the City (such as Albuquerque Police Department, Albuquerque Community Safety, Transit, Parks and Recreation, Albuquerque Fire and Rescue, Solid Waste Department) will work together to address the issues.
  - iii) The community and the City will evaluate the effectiveness of the actions gathered by both the community and the City.
- 2) Encampments
 

Two (2) members of the City's encampment outreach team will have a satellite office at GHH and will monitor for encampments within  $\frac{1}{4}$  mile of the property. For encampments on public property, the City will follow all policies regarding removal of encampments and connection of encampment residents to services.

*Dr. PMB*
- 3) Pedestrian Safety
 

The Department of Municipal Development will conduct a road audit of Gibson Blvd. and San Mateo Blvd. to assess current conditions; audit recommendations will be reviewed and prioritized to encourage compliance with traffic laws and pedestrian safety.
- 4) Transit
 

The Transit Department will conduct a study evaluating current transit route/bus systems that connect to the CAA. Transit will consider modifications to routes connecting passengers to the Gateway and needed resources.
- C. Dispute Resolution.
  - 1) For minor disputes regarding this document, the Neighborhood Associations and the City will initially attempt to resolve conflicts between themselves.
  - 2) Should any Party believe that any other Party is in violation of this Agreement, that Party must notify the other Party in writing of the alleged event constituting a breach of the Agreement within ten business (10) days.
  - 3) Upon receipt of such notice, the receiving Party will have 48 hours to cure the alleged breach, or such longer time as may be reasonable required in the circumstances, provided that the Party receiving notice of an alleged breach has made reasonable, continuous efforts to cure such alleged breach.

*CP*  
 $\frac{1}{2}$   
*JD.*  
*KB*

- 4) If a dispute cannot be resolved, the City and the Neighborhood Associations will participate in a dispute resolution process described as follows:
  - a) The party wishing to initiate this dispute resolution process will send notice to all other parties to this Agreement stating the nature and subject of the dispute, and identifying the steps taken to resolve the dispute.
  - b) Upon receipt of such a notice, each party will have fifteen (15) calendar days to send notice to the other parties that it does not wish to participate in resolution of the dispute or (b) schedule a meeting to attempt to reach a resolution.
  - c) If a resolution cannot be reached informally, the parties who remain part of the dispute will participate in Community Mediation. The City of Albuquerque's Alternative Dispute Resolution Office will oversee the Community Mediation process and ensure neutrality. This will help promote comprehensive, mutually balanced solutions. Community Mediation will be provided at no direct cost to the participants.
  - d) If a resolution cannot be reached following Community Mediation, the parties who remain part of the dispute will pursue mediation through a mutually agreeable private mediator. Any costs for mediation will be split equally between the parties that remain part of the dispute.
- 5) Nothing in this Agreement precludes the parties from pursuing other available legal remedies.


D. Miscellaneous

- 1) Effective Date. This Agreement shall be in effect as of November 16, 2022 for the signatories below.
- 2) Term. This Agreement shall remain effective for a period of five (5) years from the date of the last signature below and will be re-examined at that time.
- 3) Delegation. The City may delegate any of its responsibilities under this Agreement to an entity contracting with the City to operate the Gateway at GHH.
- 4) Notice. Any notice required or permitted pursuant to this Agreement will be made via email:
  - a) Notices to the identified Neighborhood Associations will be sent to the identified Association President of record as identified by the City's Office of Neighborhood Coordination
  - b) Notices to the City will be sent to the Director of Family and Community Services, the Gateway Administrator and the City Clerk at the addresses provided on the City's official website.
- 5) Records. A copy of this Agreement, as it may be amended from time to time, will be filed with the Family and Community Services Department, the City Clerk, and the office of the District 6 City Councilor.
- 6) Governing Law; Forum; Venue. This Agreement is governed by the laws of the State of New Mexico. Any dispute arising from or related to this Agreement will be brought in the Second Judicial District Court for the State of New Mexico.

- 7) Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together will constitute one and the same agreement. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- 8) Non-Appropriation. The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the City Council of the City of Albuquerque for the performance of this Agreement.

  
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City of Albuquerque, Family and Community Services,  
Director

11-16-22  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
District 6, President

11-16-22  
\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Siesta Hills Neighborhood Association, President

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Parkland Hills, Neighborhood Association, President

\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Trumbull Village Neighborhood Association, President

11-16-22  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
South San Pedro Neighborhood Association, President

11-16-22  
\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Elder Homestead Neighborhood Association, President

\_\_\_\_\_  
Date Signed

**Exhibit A**

Geographic Boundaries of Gibson 2-mile Community Action Area in dotted red line

