

GOOD NEIGHBOUR AGREEMENT (GNA)

Yellowknife Day and Sobering Centre

Amongst:

The following organizations are parties to the Good Neighbour Agreement (the **GNA**) and participate in good faith in the functioning and maintenance of the GNA:

Yellowknife day shelter/sobering centre (the **Facility**);

5735 NWT LTD, owners of the Finn Hansen Building [and any other businesses and neighbours living around the Facility that wish to be part of the agreement] (the **Neighbours**);

Northwest Territories Health and Social Services Authority (the **Funder**);

The City of Yellowknife (the **City**);

The Royal Canadian Mounted Police (the **RCMP**);

The Northwest Territories Disabilities Council (the **Operator**); and

The Department of Justice.

The following organizations and Clients may choose to be engaged in the process with mutual agreement of all GNA members:

The Arctic Indigenous Wellness Foundation (the **AIWF**);

The Yellowknife Women's Society (the **YWS**); and

Members of/or the Client Advisory Committee of the Facility as a whole (the **Clients**).

1. Vision

The Facility is supported by the community and perceived as a positive contribution to the downtown core of Yellowknife.

2. Purpose

It is agreed that the purpose of this Agreement is to:

- (a) Create a process of ongoing positive communication between all parties listed toward a harmonious approach to addressing both public and client needs with the goal of harm reduction. Harm reduction incorporates a spectrum of strategies for safer use, to managed use, to abstinence, to

meet drug and alcohol users 'where they are at'. It recognizes that the realities of poverty, class, racism, social isolation, past trauma, sex-based discrimination and other social inequalities affect both people's vulnerability to and capacity for effectively dealing with drug related harm, but does not attempt to minimize or ignore the real and tragic harm and danger, to the individual and others, associated with chronic alcoholism and illicit drug use;

- (b) Proactively identify and address potential crime and nuisance issues within the neighbourhood and direct vicinity of the Facility; and
- (c) Promote the safety and liveability of the businesses and neighbourhood in the vicinity of the Facility.

All parties to the Agreement acknowledge that the Operator has established operational policies for the Facility.

3. Areas of Focus

Property: It is desirable for property owners and residents to show pride in the community by caring for their property and public spaces in order to maintain the property value.

Safety: Safety and security are essential for citizens to live peacefully and free from harm, and for neighbourhoods to remain desirable and attractive. All of the participants in the GNA share equal responsibility of promoting a safe and secure neighbourhood.

Conduct and behaviour: Conduct and behaviour that is respectful of others contributes to the peaceful enjoyment of life in the community. Clients have the right to act as they please, so long as those actions are lawful, and do not harm others or infringe upon their rights. Cooperation and respect between citizens are desirable qualities, and will be actively promoted in the neighbourhood.

Inherent in this Agreement is the acknowledgement of "Basic Rights" which include the following:

- All residents, businesses, agencies and property owners in the vicinity of the facility (Neighbours), Clients and Facility staff have the right to personal safety;
- All Neighbours, Clients and Facility Staff have a right to quiet enjoyment of their properties and public spaces; and
- Parties to the Agreement specifically support the rights of Clients to be safe, to access services and to meet their basic needs.

Communication: Communication between the Facility staff and Clients and the surrounding downtown area community is important to develop and maintain positive relationships. A process of communication will be developed to ensure effective exchange of information and all parties agree to adhere to this process. It is understood that the direction of operations including all communication with staff is the sole responsibility of the Operator.

4. Reporting and Accountability

The participants to the GNA agree to establish a Good Neighbour Committee (the **GNC**)

The participants further agree that:

- (a) The conditions of the GNA shall be overseen by the GNC;
- (b) Members of the GNC will consist of any of the parties mentioned above and at a minimum will include the Operator, the City, the RCMP, the NTHSSA, Department of Justice and the Neighbours (potentially the liquor store);
- (c) All GNC members or participating organizations will adhere to a written understanding of confidentiality;
- (d) The NTHSSA will provide coordination and administrative services (including minute taking) to the GNC; and
- (e) The GNC shall meet once a month initially, with a review at the six month period as to frequency of ongoing meetings, with the overarching objective of maintaining regular communication to discuss emergent and ongoing issues.

It is agreed that the GNC is responsible for:

- (a) Communicating proactively with all participants to the GNA in order to develop solutions to issues as they arise;
- (b) Identifying and working together to ensure measures are taken to promote public safety;
- (c) Identifying and working together on crime prevention initiatives; and
- (d) Reviewing the Good Neighbour Agreement annually, or on an as needed basis to ensure success of the agreement.

5. Commitments of Represented Organizations

The Operator

The Operator agrees to work with the neighbourhood towards a positive coexistence.

As an integrated part of the community, the Operator values all feedback and is responsive to the community and committed to providing a comprehensive continuum of care to its clients.

The Operator makes every reasonable effort to create a safe environment for its clients, staff and the community.

The Operator agrees to:

- (a) Work with all parties toward implementing environmental controls, both interior and exterior, to increase safety. All environmental changes are conditional on funding and will be made in collaboration with the Funder;
- (b) Have staff available on site 24/7 to receive public concerns;
- (c) Be proactive and identify potential problems, work on solutions and share information with the GNC;
- (d) Provide a representative to the GNC;
- (e) Ensure that staff contacts the RCMP in cases where employees witness a client engaging in criminal conduct while on their property (Day and Sobering Centre) or in the immediate vicinity;
- (f) Post Facility contact information for public concerns or feedback;
- (g) Maintain reasonable daily cleanup of the Facility and defined immediate area surrounding the Facility.
- (h) All staff will receive a copy of the GNA; and
- (i) The Operator agrees to monitor and promote the orderly conduct of its clients immediately outside the facility and to discourage clients from engaging in behaviour that may disturb the peace and enjoyment of the neighbourhood.

The Funder

The Funder agrees to:

- (a) Provide a representative to the GNC;

- (b) Provide funding to install the required security cameras and lighting around the Facility and possible modification to the yard area;
- (c) Work collaboratively with the Operator to resolve issues and effectively address safety concerns;
- (d) Complete quality review audits at irregular times to ensure that the Operator is in compliance and is meeting the terms of the GNA or needs support in meeting the terms.

GNWT Department of Justice

The GNWT Department of Justice agrees to:

- a) Engage in crime prevention initiatives and provide information to community members, organizations or businesses when requested and as GNWT resources allow.

The RCMP

The RCMP agrees to:

- a) Provide prompt police response on calls for service with respect to illegal activities taking place in the vicinity of the Facility including criminal activity and breaches of the Liquor Act. Police attendance is subjected to many factors but all efforts are made for a prompt and timely attendance to all calls for service in the interest of public safety, including in the vicinity of the centre.
- b) RCMP can enforce section 87 of the Liquor Act and make use of its power, where appropriate, to temporarily take custody of persons found intoxicated in a public place until satisfied that the person in custody has recovered sufficient capacity that they would be unlikely to cause injury themselves or be a danger, nuisance or disturbance to others. The RCMP will attempt to find suitable care for individuals that are intoxicated and demonstrating an inability to care for themselves and be safe, while preventing them from being a danger, nuisance or disturbance to others. Suitable care will prioritize the various government and non-profit health and social services available.
- c) Engage in community-based policing initiatives including proactive patrols within the neighbourhood.

The City of Yellowknife

The City of Yellowknife agrees to:

- (a) Ensure an adequate level of exterior lighting in the vicinity of the Facility;
- (b) Increase the visible presence of municipal enforcement in the vicinity of the Facility;
- (c) Ensure proper garbage disposables are within close proximity to the Yellowknife Day and Sobering Centre; and
- (d) Provide a representative to the GNC.

All Represented Parties Agree


- (a) To maintain their buildings and grounds in good condition and promptly make any repairs needed to keep buildings and grounds clean of litter and neat in appearance;
- (b) Take appropriate measures to ensure the safety and proper maintenance of their private properties;
- (c) Report acts of vandalism, illegal and criminal activities to the RCMP;
- (d) Encourage regular and open communication between the parties to this agreement;
- (e) Coordinate, provide a representative, and actively participate in the GNC meetings;
- (f) To refrain from behaviour or activities that may disturb the peace, quiet and enjoyment of the neighbourhood;
- (g) Assist to engage members of the street community in the activities and initiatives of the GNC; and
- (h) Treat others with respect and dignity in the community and during all meetings of the GNC.

With the exception of the compliance mechanisms specified in the Contract between the Operator and the Funder, all parties agree that this Good Neighbour Agreement is not a legally binding agreement. While all parties are entering into the GNA in good faith and with the intention of upholding all of the outlined commitments, no party will be held liable for any breach of this Agreement or any failure to fulfill its terms.

7. Changes to GNA

Neither this GNA, nor any provision hereof, can be temporarily or permanently modified except by mutual agreement in writing.

Agreement Signatures:



NWTDC
Date 2019-10-18




NTHSSA
Date Oct 18/19




RCMP
Date 2019-10-19



Department of Justice
Date Oct. 18/19




City of Yellowknife
Date Oct 18, 2019




Neighbours Representative
Date Oct 18, 2019



BE Vassy
Date Oct 18, 2019



NTHSSA
Date Oct 18, 2019



NTHSSA
Date Oct -18, 2019