

Last updated 9-20-18

1. Background

- a. This Good Neighbor Agreement (GNA or Agreement) was developed by the Foster Steering Committee and in partnership with the following stakeholders (participants): Joint Office of Homeless Services (JOHS), Transition Projects [as shelter provider] (TPI), Portland Police Bureau (PPB), SE Uplift, Mt. Scott-Arleta Neighborhood Association (MSANA), Mount Scott Learning Center (MSLC), 7-11, Assembly Brewing Company, and the Foster Area Business Association (FABA).
- b. The boundaries of this agreement (GNA Area) are all spaces within 1000 feet of the shelter site (located at 6144 SE Foster Rd).
 - i. A map of the GNA area shall be included as an addendum to this GNA.
- c. The Foster Shelter (shelter or facility) is a key component of the A Home for Everyone Strategy adopted by the Multnomah County Board of Commissioners & the City of Portland and implemented by the Joint Office of Homeless Services, with the goal of reducing homelessness in Multnomah County.
- d. The shelter has been developed with input and advice provided by the Foster Shelter Steering Committee, a body made up of neighbors, nearby businesses, local nonprofits, and other key stakeholders.
- e. Services at this facility will include: shelter for people experiencing homelessness with on-site services designed to help transition guests to permanent housing.
- f. Participants to this Agreement include: businesses and residential neighbors living around the shelter site {as represented by their neighborhood association, business association, neighborhood coalition, or other specified representative} (neighbors); JOHS (funder); TPI (shelter provider); PPB; guests of the shelter (guests); and staff of the facility.
- g. Participants to this Agreement may experience unintended impacts due to this facility. The purpose of this Agreement is to identify ways for community stakeholders to work together to address those impacts as well as to be good neighbors in support of residents and guests. However, this agreement is not expected to resolve all issues facing the local community.
- h. Inherent in this Agreement is the assumption of certain basic rights. These include:
 - i. All residents, businesses, agencies, and property owners within the Good Neighbor Area (neighbors), guests, and facility staff have a right to personal safety.
 - ii. All neighbors, guests, and facility staff have a right to safe and quiet enjoyment of their properties and public spaces.
 - iii. Participants in this agreement specifically support the rights and success of guests to be safe, to access services, and to meet their basic needs.
- i. LEGAL STATUS OF AGREEMENT
 - i. All participants are committed to maintaining the safety and livability of the area. It is to this end that all participants signing below enter into this

Good Neighbor Agreement. All participants understand that this Agreement is NOT a legally binding contract and is not intended to be by the participants. Further, all participants acknowledge that they have been advised and given time to present this document to independent counsel for review.

2. Goals

a. Participants hope to work together toward the following goals:

- i. Initiate and maintain open and transparent communications and understanding among the parties in order to be proactive and ready to respond if concerns arise.
- ii. Develop clear expectations and procedures for resolving problems.
- iii. Enhance neighborhood safety and livability and promote access to services.
- iv. Foster positive relationships between the shelter and neighbors.
- v. Reduce crime and the fear of crime in the neighborhood.
- vi. Prioritize outreach to individuals experiencing homelessness who are referred to the designated point of contact for the shelter by signatories to this GNA.

3. All-party agreements

a. All participants agree to:

- i. Participate in the agreement.
- ii. Participate in collaborative problem solving around issues that arise in the Good Neighbor Area.
- iii. Maintain and enhance the good working relationships that already exist between the JOHS, TPI, and community members.
- iv. Use and promote direct, respectful, and civil communication.
- v. Encourage a sense of safety, welcome, and investment in the neighborhood.
- vi. Report crime and suspicious activity in the neighborhood to the police.
- vii. Jointly and directly resolve problems as quickly as possible. The first line of communication will be one-on-one via in-person conversation, telephone call, or email.
 1. Provide participants in this agreement with updated contact information if there are any changes to key staff or organizational leadership.
 2. Use the communication procedures outlined in section 13 whenever further planning, problem solving, or conflict resolution are necessary.

4. TPI agreements

a. Transition Projects agrees to:

- i. Provide adequate services and staffing support 24/7 for guests of the shelter.

- ii. Establish and maintain a 24/7 shelter phone number which community members can use to directly communicate questions and/or concerns relating to the shelter.
- iii. Field questions and concerns brought to shelter staff by neighbors, guests, or other members of the public.
- iv. Establish clear expectations and rules for shelter guests.
 1. A copy of TPI's code of conduct shall be attached as an addendum to this GNA.
- v. Clearly articulate to shelter guests that the Mount Scott Learning Center is a school, not a church; and that it is private property and guests, and members of the general public, should never be on that property without permission.
- vi. Promote guest and community safety.
 1. Hold shelter guests responsible for their actions, including exclusion from services. In some cases, depending on the severity of the situation, a person may be excluded from multiple programs or from the entire shelter for up to six months.
 2. When an individual is excluded from the program, provide them with assistance to the fullest extent possible in locating other shelters and services, as well as provide the individual with a bus ticket to those services.
 3. Encourage guests to be good neighbors by accessing the shelter via approved and legal crosswalks and sidewalks without jaywalking or trespassing on or through neighborhood property or rights of way. Provide visual aids as needed, such as a diagram of crosswalks. Provide rules against trespassing.
- vii. Encourage guests to be good neighbors by reducing litter.
 1. Provide rules against littering.
 2. Provide opportunities (voluntary litter patrols) for guests to assist in reducing litter around the perimeter of the shelter, which includes the sidewalk around the building.
 3. Assign staff to pick up litter around the perimeter of the shelter.
 4. Provide secure trash disposal on-site as needed.
- viii. Discourage large groups from gathering in public areas.
 1. Share with guests the potential for large groups to be disruptive in the neighborhood, and encourage them to be good neighbors.
 2. Maximize guests' use of the courtyard space.
- ix. Minimize the impact on neighbors of smoking by guests, volunteers, and staff.
 1. Designate smoking areas in the courtyard that will have the least impact on guests and neighbors.
 2. Post a sign at the exit(s) reminding guests to be good neighbors.

3. Prohibit smoking at business entrances. Stay in full compliance with all federal, state, and local laws and rules.
 - x. Encourage guests to have a sense of ownership in the community.
 1. Encourage guests to reach out to people on the sidewalk and other neighbors to share information about the shelter system.
 2. Encourage and support positive interactions between guests and other neighbors.
 3. Provide information to guests to help them understand potential and unintended impacts of the shelter on the surrounding neighborhood (with the understanding that guests, like any community members, also have the right to use public spaces).
 - xi. Invite neighbors to build connections and working relationships with the facility.
 1. Attend the monthly meetings of the Mt.Scott-Arleta Neighborhood Association (MSANA) and the Foster Area Business Association (FABA).
 - a. Provide regular updates to neighbors on shelter success, status, and volunteer opportunities at the monthly MSANA meetings. These updates will include: program status reports, addressing issues concerning the shelter or its residents that have arisen, and requests for community support at the shelter.
 2. Prior to the opening of the shelter, host a meeting for interested community members to learn about the shelter, the Good Neighbor Agreement, and ask questions.
 3. For the first 12 months after the opening of the shelter, host a quarterly meeting that is open to all members of the community to share information on the status of the shelter, successes and challenges faced, and provide an opportunity for members of the community to share questions and concerns.
 4. Host occasional neighborhood events, such as an open house.
 - xii. Maintain cleanliness within and around the shelter.
 1. Ensure routine garbage collection.
 - xiii. Provide regular updates to neighbors on shelter success, status, and volunteer opportunities.
 1. Regular updates shall take place at the monthly MSANA meetings. These updates will include: program status reports, addressing any issues concerning the shelter or its residents that have arisen, and requests for community support at the shelter.
5. JOHS agreements
- a. The Joint Office of Homeless Services agrees to:
 - i. Ensure the shelter is run in full accordance with all relevant federal, state, and local laws, regulations, and policies.

- ii. Ensure TPI is held to the standards outlined in its contract with the Joint Office of Homeless Services.
 - iii. Provide mediation resources when necessary in accordance with Section 13 of this agreement.
 - iv. Notify community members if the service provider changes or the population served by the shelter changes.
6. SE Uplift agreements
 - a. Southeast Uplift agrees to:
 - i. Serve as an “umbrella” organization for all community members and neighborhood associations within the GNA area that are not separate signatories to this Good Neighbor Agreement.
 - ii. Provide community members with a publicly-accessible avenue for sharing questions and/or concerns that arise from the Foster shelter.
 - iii. Direct in an efficient and timely way the questions and/or comments received by community members to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.
7. MSANA agreement
 - a. The Mount Scott-Arleta Neighborhood Association agrees to:
 - i. Serve as the main point of contact for residents of the Mt. Scott-Arleta neighborhood for all questions and concerns that arise from the Foster shelter.
 - ii. Direct in an efficient and timely way the questions and/or comments received by community members to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.
 - iii. Welcome representatives of the shelter to its monthly Neighborhood Association meetings and provide them with an opportunity to offer their regular update.
8. MSLC agreement
 - a. The Mount Scott Learning Center agrees to:
 - i. Serve as the main point of contact for students, staff, volunteers, parents, and other members of the MSLC community for all questions and concerns that arise from the Foster shelter.
 - ii. Direct in an efficient and timely way the questions and/or comments received by students, staff, volunteers, parents, and other members of the MSLC community to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.
 - iii. Immediately report to the shelter provider any issues which arise relating to the proximity of the MSLC to the shelter.
9. 7-11 agreement
 - a. The 7-11 located at 6144 SE Foster Road agrees to:
 - i. Serve as the main point of contact for staff and customers of the 7-11 located at 6144 SE Foster Rd. for all questions and concerns that arise from the Foster Shelter.

- ii. Direct in an efficient and timely way the questions and/or comments received by staff and customers of the 7-11 to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.
- iii. Immediately report to the shelter provider any issues which arise relating to the physical and/or structural aspects of the shared building and/or the immediate surrounding areas.
- iv. Immediately report any issues arising from known guests of the shelter to the shelter provider.

10. Assembly Brewing Co. agreement

a. Assembly Brewing Company agrees to:

- i. Serve as the main point of contact for staff and customers of Assembly Brewing Company for all questions and concerns that arise from the Foster Shelter.
- ii. Direct in an efficient and timely way the questions and/or comments received by staff and customers of the Assembly Brewing Company to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.
- iii. Immediately report to the shelter provider any issues which arise relating to the physical and/or structural aspects of any shared or connected spaces between the shelter and Assembly Brewing Company.
- iv. Immediately report any issues arising from known guests of the shelter to the shelter provider.

11. Foster Area Business Association agreement

a. The Foster Area Business Association agrees to:

- i. Serve as the main point of contact for staff and customers of businesses within the GNA Area for all questions and concerns that arise from the Foster Shelter.
- ii. Direct in an efficient and timely way the questions and/or comments received by staff and customers of businesses in the GNA Area to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.
- iii. Welcome representatives of the shelter to its monthly meetings.

12. PPB agreement

a. The Portland Police Bureau agrees to:

- i. Maintain lines of communication with neighbors, TPI, and JOHS.
- ii. Provide work schedules and business hour contact information for the East Precinct Neighborhood Response Team.
- iii. Respond to emergency situations following all applicable laws and policies.
 1. Emergency situations should still be reported by calling 911.
- iv. Provide education about their role if needed.

13. Communication structure

- a. Any issues, questions, or concerns arising from the Foster shelter shall first be addressed via one-on-one communication (telephone, email, or in-person) between the reporting entity and the shelter provider.
- b. Any issue, question, or concern which **is not** addressed or resolved within two (2) weeks shall be brought to the attention of TPI's Senior Director of Programs by the manager of the shelter.
- c. After the notification outlined in section 13 (b), if any issue, question, or concern **is not** addressed or resolved within two (2) weeks, it shall be brought to the attention of the contract manager at the Joint Office of Homeless Services by the Senior Director of Programs.
- d. After the notification outlined in section 13 (c) if any issue, question, or concern **is not** addressed or resolved within two (2) weeks, the JOHS shall make arrangements for a third-party mediation program and sustain that program until the issue, question, or concern is resolved.

14. Administration

- a. The original signed Good Neighbor Agreement will be kept by the Joint Office of Homeless Services.
- b. Changes to this Good Neighbor Agreement may be made by consensus of all interested participants.
 - i. The JOHS shall ensure that all signatories to this GNA are provided with up-to-date copies of the GNA.
- c. Any change in shelter service provider shall necessitate a review and/or renewal of this GNA.
- d. The JOHS shall maintain up-to-date contact information for all signatories of this GNA.
 - i. All signatories of this GNA shall be responsible for ensuring the JOHS is informed of any changes to leadership or contact information in their organization.
- e. This Good Neighbor Agreement will begin upon the opening of the Foster shelter, and will remain in effect until the closure of the Foster shelter or until all participants reach consensus to dissolve this Good Neighbor Agreement.