

## **Findley Commons Good Neighbor Agreement**

### **1. Background**

- a.** This Good Neighbor Agreement (GNA or Agreement) was developed with the following parties/stakeholders: Joint Office of Homeless Services (JOHS), Do Good Multnomah (DGM), St. Mark's Evangelical Lutheran Church (SMELC) and South Tabor Neighborhood Association (STNA).
- b.** The Good Neighbor Area is the area comprising the Findley Commons housing development (FC), located at the north end of the parking lot of the Saint Mark's Evangelical Lutheran Church, 5415 SE Powell Boulevard and the adjacent neighborhood encompassing Powell Boulevard to the south, Woodward Street to the north, 52nd Avenue to the west and 56th Avenue to the east. A map is included as part of this Agreement for reference.
- c.** Findley Commons 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.** Services at the FC will include permanent, supportive multi-dwelling residential housing for underserved Veterans, including Veterans of color, women, and extremely low-income Veterans, as well as on-site clinical, case management and peer support services staffed by at least four (4) full-time staff employees.
- e.** Participants to this Agreement include the residents and staff of the FC and all nearby residential neighbors, including those represented by the STNA, and the staff and members of the SMELC. Any future tenant of the currently vacant adjacent business located at 5441 SE Powell (formerly An Dong Asian Market), also will be invited to be a participant to this Agreement.
- f.** Participants in this Agreement may experience unintended impacts due to this housing development. 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.
- g.** 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), residents, and FC staff have a right to personal

safety.

- ii. All neighbors, residents, and FC 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 residents to be safe, to access services, and to meet their basic needs.

**h. 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 residents and staff of FC and its neighbors, either directly or through the STNA.
- v. Welcome people into the community.

**3. All-party agreements**

**a. Participate in the Agreement**

- b. Jointly and directly address immediate issues that arise in the Good Neighbor area as quickly as possible through collaborative problem-solving. The first line of communication will be one-on-one via in-person conversation, telephone call, or

email with the designated FC point of contact as noted in section 7.a below.

- c. Maintain and enhance the good working relationships that already exist between the JOHS, DGM, and community members.
- d. Use and promote direct, respectful, and civil communication.
- e. Encourage a sense of safety, welcome, and investment in the neighborhood.
- f. Report suspected criminal or suspicious activity occurring on FC property to the DGM contact person on duty, unless the situation involves an emergency that poses an immediate threat to public safety, in which case call 911.
- g. Report suspected criminal or suspicious activity within the Good Neighbor Area to either the police non-emergency number or 911 if the situation involves an emergency that poses an immediate threat to public safety. If the source of the problem is a person who appears to be in mental distress, is intoxicated or drug affected, is without an apparent weapon, is not behaving violently or threatening violence to others or is suicidal, consider requesting assistance from Portland's Street Response Team, if available.

#### **4. Do Good Multnomah agreements**

- a. Provide adequate services, staffing and property management support for residents of Findley Commons seven (7) days a week.
- b. Provide participants in this Agreement with updated contact information if there are any changes to key staff or organizational leadership.
- c. Establish and maintain a 24/7 phone number that community members can use to directly communicate questions and/or concerns relating to Findley Commons.
- d. Provide residents of Findley Commons with access to supportive services to help support and educate residents on tenant rights and following lease and Good Neighbor Agreement expectations. Work with neighbors, STNA, residents and property management to address any issues affecting the Good Neighbor Area.
- e. Encourage residents to be good neighbors by keeping the FC property free from litter.
  - i. Provide education and resources to FC residents to prevent littering and encourage recycling as much as possible.

- ii. Provide opportunities such as voluntary litter patrols (possibly through the “Adopt One Block” program) for residents to assist in reducing litter around the perimeter of FC, including the nearby sidewalks.
  - iii. Assign staff to pick up litter around the perimeter of FC if voluntary opportunities are not sufficient to keep the area free from litter, including cigarette butts.
  - iv. Provide adequate, secure trash disposal and recycling containers on-site as needed.
- f. Minimize the impact on nearby neighbors of smoking by residents, volunteers, and staff.
  - i. Provide and enforce smoking of all substances only in the designated smoking area located on south side of the building that will have the least impact on residents and neighbors.
  - ii. Encourage and incentivize smoking in areas as far away as possible from neighboring properties. (For example, provide comfortable seating and fireproof cigarette disposal containers only in these designated areas.)
  - iii. Post “No Smoking” signs in conspicuous locations at/near other outdoor gathering areas where smoking is not allowed.
- g. Minimize the impact on nearby neighbors by parking in designated parking spots in front of the building whenever possible. Overflow parking on nearby streets (primarily 54th and 55th Avenues) must comply with the City of Portland’s regulations detailed in Portland City Code Chapter 16.20 “Public Right of Way Parking.”
- h. Observe City of Portland noise ordinances for all Do Good supported events as detailed in City Code Chapter 18 in all respects, with particular emphasis on permissible noise levels between 10 PM and 7 AM.
- i. Minimize the impact on nearby neighbors by discouraging the use of harmful herbicides and encouraging the use of ecologically safe products by those who will be providing landscape maintenance of the FC property.
- j. Encourage FC residents to have a sense of ownership in the community.
  - i. Support positive interactions between residents and other neighbors and encourage residents to share information about FC, its purpose and the

services provided there.

- ii. Advise residents of the GNA and its intention to provide a framework for positive relationships between FC and nearby neighbors.
  - iii. Create opportunities for FC residents to provide feedback and changes to the GNA.
  - iv. Encourage FC residents to attend STNA meetings.
- k. Encourage FC staff to build connections and working relationships with neighbors.
  - i. Attend the monthly meetings of the South Tabor Neighborhood Association.
  - ii. Host occasional neighborhood events, such as an open house.
- l. Provide regular updates to neighbors on the successes, status, and volunteer opportunities available at Findley Commons.

#### **5. Joint Office of Homeless Services agreements**

- a. Ensure that FC is run in full accordance with all relevant federal, state, and local laws, regulations, and policies.
- b. Ensure DGM is held to the standards outlined in its contract with the Joint Office of Homeless Services.
- c. Provide mediation resources when necessary, in accordance with Section 7 of this agreement.

#### **6. South Tabor Neighborhood Association agreements**

- a. Serve as a point of contact for residents of the South Tabor neighborhood for questions and concerns that arise from Findley Commons.
- b. Serve as a point of contact for FC residents to address questions and concerns related to the Good Neighbor Area.
- c. Direct in an efficient and timely way the questions and/or comments received by community members to relevant parties and ensure those questions/comments are followed up on in a timely manner.

- d. Inform appropriate representatives of FC and DGM of the dates/times of its regular meetings and invite them to attend said meetings.

## **7. Communication structure**

- a. Any issues, questions, or concerns arising from FC shall first be addressed via one-on-one communication (telephone, email, or in-person) between the reporting entity and the designated FC point of contact. For issues of immediate concern, a substantive response should be expected within 48 hours after initial contact is made.
- b. Any issue, question, or concern that cannot be addressed or resolved within two (2) weeks shall be brought to the attention of DGM's Director of Housing by the manager of Findley Commons.
- c. After the notification outlined in Section 7(b), if any issue, question, or concern cannot be addressed or resolved within two (2) weeks, it shall be brought to the attention of the contract manager at JOHS by the Director of Housing.
- d. After the notification outlined in Section 7(c) if any issue, question, or concern cannot be 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.

## **8. Administration**

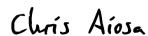
- a. The original signed Good Neighbor Agreement will be kept by the Joint Office of Homeless Services
- b. Changes to this Good Neighbor Agreement may be made by consensus of all interested parties/stakeholders. The JOHS shall ensure that all signatories to this GNA are provided with up-to-date copies of the GNA.
- c. Any change in the Findley Commons' 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. 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 Findley Commons and will remain in effect until the closure of the Findley Commons or until all participants reach consensus to dissolve this Good Neighbor Agreement.

**Exhibits Attached:**

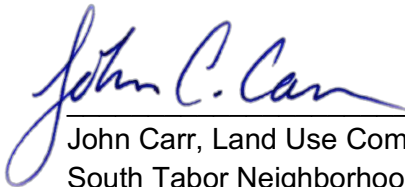
1. Map of Good Neighbor Area
2. Findley Commons Site Design Plans
3. List of Parties Involved in GNA Negotiations

DocuSigned by:

Chris Aiosa

1/20/2022

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Chris Aiosa, Executive Director  
Do Good Multnomah

John C. Carr

1/20/2022

John Carr, Land Use Committee Chair  
South Tabor Neighborhood Association (STNA)

DocuSigned by:

Jeanne Anderson

1/23/2022

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Jeanne Anderson, Council President  
St. Mark's Evangelical Lutheran Church

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Christopher Sage

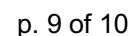
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Christopher Sage  
Joint Office of Homeless Services

ADDENDUM #1: Map of Good Neighbor Area







### **ADDENDUM #3: Parties Involved in GNA Negotiations**

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