

# Avalon Good Neighbor Agreement

July 18, 2023

## Introduction

This Avalon Community Village Good Neighbor Agreement (Agreement) is intended to serve as a joint statement of how the parties agree to work collaboratively to maintain safety and livability within the Area (Appendix A) for all residents; it is to this end they enter into this Agreement.

A successful village is designed to provide an opportunity for people experiencing homelessness to receive the services they need to return to permanent housing. It will reduce the number of people who would otherwise be living unsheltered in the community, and it will be a good neighbor to adjacent residences and businesses.

This Agreement uses these terms:

- “Avalon Village” is a small pod-based residential living site located at the stub end of SE 19th Street on public land, opposite St. Philip Neri Church and directly behind New Day School.
- “Villagers” are people who live at Avalon Village.
- “Neighbors” are people living in and businesses operating within 1,000 feet of the Avalon site.
- “WeShine” or “Welcoming, Empowering, Safe Habitation Initiative with Neighborhood Engagement” is the non-profit organization that will build and operate the Avalon Village.
- “Avalon Community Village Program Manager” is the person assigned by WeShine to handle day-to-day affairs at Avalon Village.
- “Adjacent neighbors” are New Day School, REACH, Cascadia Behavioral Health, Catholic Community Services, and St. Philip Neri Church.
- “HAND” is the Hosford-Abernethy Neighborhood District Association, representing both neighbors and the general HAND community.
- “JOHS” is the Multnomah County Joint Office of Homeless Services, which is funding Avalon Village.
- The “Neighborhood Council” is as described below.
- “Village Council” is a self-governing council within Avalon Village that makes decisions about the day-to-day operations of the village.

- “Good Guest Agreement” is an agreement prepared by WeShine and the Village Council, and signed by each Villager. This agreement describes behavioral expectations of each Villager.
- The staff of WeShine enforces the Good Guest Agreement.
- The Clinton Temporary Alternative Shelter (“Clinton TASS”) is a shelter site for up to 200 people, located at 1805 Gideon Street, established and funded by the City of Portland.
- Urban Alchemy is the City’s contractor that will manage the Clinton TASS.

Avalon Villagers will be female or female-identified, with a focus on people with disabilities, or elderly. The village will have no male or male-identified residents. Preference will be given to people from HAND or Southeast Portland.

The purpose of this Agreement is to identify ways for the participating parties to work together to address potential impacts as well as to be good neighbors, and to formalize goodwill and positive working relationships between stakeholders for the benefits of all participants.

All participating parties understand this Agreement is not a legally binding contract but by their signatures the parties express their commitment to honoring the agreements made herein.

## 1. **Background**

- This Good Neighbor Agreement (Agreement) was developed with the following stakeholders (participants): Joint Office of Homeless Services (JOHS), Welcoming, Empowering, Safe Habitation Initiative with Neighborhood Engagement (WeShine), Hosford-Abernethy Neighborhood District (HAND), residents of adjacent properties, and nearby businesses;
- The Avalon Village is a key component of the Joint Office of Homeless Services strategy, with the goal of ending homelessness in Multnomah County;
- Services at this facility will include: Alternative Shelter in the form of a village for a maximum of 10 female adults experiencing homelessness, with on-site services that include: seven day a week daytime staff presence in the village plus after-hours crisis coverage; a direct service team that includes both a Program & Peer Specialist and a Service & Resource Coordinator; and service referrals to help participants transition into permanent housing;
- Participants in this Agreement may experience unintended negative impacts due to this program. The purpose of this Agreement is to identify ways for community stakeholders to work together to address those

potential impacts as well as to be good neighbors in support of housed residents and Village guests;

- Inherent in this Agreement is the assumption of certain basic rights. These include:
  - All residents, businesses, agencies, and property owners within the Good Neighbor Agreement area (see Appendix A), Villagers, and village staff have a right to personal safety
  - All neighbors, Villagers, and village staff have a right to safe, clean, graffiti-free, and quiet enjoyment of their properties and public spaces
  - Participants in this agreement specifically support the rights and success of Villagers to be safe, to access services, and to meet their basic needs

## **2. Legal Status**

- 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. Furthermore, all participants of this Agreement acknowledge that they have been advised and have the option to present this document to independent counsel for review.

## **3. Goals**

Participants will work together toward the following goals:

- Initiate and maintain open, productive and transparent communications and understanding among the parties in order to be proactive and ready to respond if concerns arise.
- Develop clear expectations and procedures for resolving problems.
- Enhance neighborhood safety and livability and promote access to services.
- Foster positive relationships between the village and neighbors.
- Encourage and organize volunteer service at the Avalon Village.

#### 4. **Neighborhood Council**

Participants hereby establish a Neighborhood Council to serve as a joint communications and problem-solving group among the Villagers, WeShine, neighbors, and HAND.

- The Neighborhood Council shall consist of representatives from the villagers, each Adjacent Neighbor, HAND, WeShine, and residents and businesses in the surrounding neighborhood.
  - Each Adjacent Neighbor may appoint one representative.
  - WeShine will have one representative.
  - HAND may appoint three representatives.
  - The villagers may appoint one representative.
  - The Council may choose to accept additional representatives, for example from other neighbors.
- The intent shall be to have semi-permanent representatives on the Council, in order to foster long-term relationships and commitments.
- The goal of the Council shall be to provide a venue for discussion of shared concerns, jointly find solutions for concerns among WeShine, the Villagers and the neighbors, promote the safety and well-being of the community in general, and foster volunteer and community support for the Village.
- The Council shall meet as often as it wishes to jointly address any concerns, discuss ongoing developments, and plan and conduct activities to support the Village and the villagers.
- The Council may also work with WeShine to:
  - Invite neighbors to build connections and working relationships with the Village
  - Host occasional neighborhood informational events, such as “open houses”.
  - Provide regular updates to neighbors on Village success, status, and volunteer opportunities using methods such as an email newsletter or website.

#### 5. **All-party agreements**

Each party shall:

- Participate in the agreement, using the Neighborhood Council as a primary venue for discussions, problem solving, planning, and conflict resolution as necessary.

- Participate in collaborative problem solving around issues that arise in the neighborhood;
- Maintain and enhance the good working relationships that already exist between the JOHS, WeShine, HAND, and community members;
- Use and promote direct, respectful, and civil communication;
- Encourage a sense of safety, welcome, and investment in the neighborhood;
- Report crime in the neighborhood to the police;
- In view of Portland's recent ordinance banning camping within 250 feet of any established village or school, report any such camping to the appropriate city offices;
- Nominate and publish key contacts (name, email, and phone number) to each other to enable one-on-one direct communication to address any urgent problems;
- Less urgent and ongoing concerns should be addressed jointly through the Neighborhood Council.

## 6. WeShine agreements

WeShine shall:

- Provide appropriate services and staffing support for participants of the village;
- Provide a dedicated email address and phone number for community members to use to report concerns or ask questions. Both HAND and WeShine will post these on their respective websites. WeShine agrees to respond promptly, according to the nature of the concern.
- Establish clear expectations and rules for village participants in the form of a Good Guest Agreement;
  - WeShine will interview prospective villagers to try to ensure they are prepared to observe the Good Guest Agreement.
  - WeShine understands that the Village is close to four schools. Rules shall include that Villagers shall not interact with children without parental permission or school supervision.
- Promote guest and community safety;
- Hold Villagers responsible for their actions. Measures may include removing Villagers from the Village.

- Program staff will respond to breaches of the Good Guest Agreement, and prioritize situations that cause immediate safety issues following an incident.
  - Program staff will adhere to the WeShine program guidelines regarding Villager non-compliance with the Good Guest Agreement or other WeShine or Village Council requirements with escalating levels of verbal and written warnings that continuing stay in the village is contingent on specific behavior changes.
- Require Villagers to be good neighbors by not trespassing on or through neighborhood property or rights of way;
- Require Villagers to avoid loud noises during Portland’s quiet hours from 10pm to 7am;
- Encourage Villagers to be good neighbors by not littering or leaving cigarette residue in the area;
- Clean up litter in the Village
  - Provide opportunities for Villagers to assist in reducing litter around the perimeter of the Village, including the parking lot and sidewalk in front of the property.
  - WeShine will provide trash services to the Village.
- WeShine will work with the Villagers and the Neighborhood Council to discourage large groups from gathering in public areas outside the Village gates with the same level of restrictions that apply to any large group in the neighborhood;
- Villagers may smoke on their porches and in designated smoking areas within the Village. WeShine will not permit smoking in areas that allow smoke to drift into neighboring properties.
- Villagers may not use alcohol or drugs in public areas.
- WeShine will provide information to Villagers to help them understand potential and unintended impacts of the Village on the surrounding neighborhood--with the understanding that Villagers, like any community members, also have the right to use public spaces;
- Encourage Villagers to have a sense of ownership and engagement in the community;
- Encourage and support positive interactions between Villagers and other neighbors;
- In the event that WeShine is abandoned or no longer receives adequate funding or support, WeShine will take full responsibility to relocate the Villagers and remove the structures from the property per the WeShine lease agreement with the Portland Bureau of Transportation (PBOT). WeShine has provided a surety bond to PBOT to guarantee this.

- Maintain a clear lane through the Village to the rear of the New Day School (NDS) property for occasional truck delivery of supplies such as gardening mulch. NDS will coordinate with the Avalon Community Village Program Manager to arrange access.
- Erect a seven foot wooden wall around all sides of the Avalon site. Include gates to enable the NDS access outlined above.
- Relocate the existing Catholic Community Services (CCS) gate to the parking lot so that CCS can put out their trash without entering the Village.
- Avalon Village shall be a closed campus, meaning that visitors must receive permission from WeShine staff. Measures to enforce this shall include:
  - The Village office shall be positioned to view persons entering and exiting the site.
  - Gates shall have coded locks and video cameras.
  - External signage shall warn passers-by that entry without permission is prohibited.
- WeShine intends to build bathrooms, a shower, a kitchenette, and a community building. If city permits are delayed, WeShine may use temporary substitutes (e.g. porta-potties) for no more than 3 months.
- Collaborate with Urban Alchemy to manage camping and related issues on Clinton Street and other streets that are patrolled by Urban Alchemy.

## **7. JOHS agreements**

- Ensure the village is run in full accordance with all relevant federal, state, and local laws, regulations, and policies;
- Ensure WeShine is held to the standards outlined in its contract with the Joint Office of Homeless Services and has the appropriate resources to do so;
- Provide mediation resources when necessary, in accordance with section 9 of this agreement.

## **8. HAND agreement**

- Support the Neighborhood Council as a community contact point for the Avalon Village;
- Appoint representatives to the Neighborhood Council;

- Provide a further venue for discussion of any concerns raised by neighbors or the Neighborhood Council;
- Welcome representatives from the Village to its monthly neighborhood association meetings.

## 9. Communication Structure

The parties agree to communicate according to these guidelines regarding any issues, questions, or concerns (collectively, “concerns”) involving the Avalon Village:

- Any non-urgent concerns should be raised to the Neighborhood Council, which shall work to find mutually-satisfactory resolutions.
- Any urgent concern shall first be addressed via one-on-one communication (telephone, email, or in-person) between the reporting entity and the Avalon Community Village Program Manager. The email address or phone number that is mentioned in section 7 may be used. The concern should also be communicated to the Neighborhood Council to make the Council aware and give it a chance to assist in a resolution.
- The decision as to whether a concern is urgent or not is a choice of the party raising the concern.
- Any concern which cannot be addressed or resolved within two (2) weeks from the date of initial contact with the program manager shall be brought to the attention of the Executive Director of WeShine;
- After the notification outlined in Section 9 (item 4), if any concern cannot be addressed or resolved within an additional two (2) weeks, it shall be brought to the attention of the contract manager at the Joint Office of Homeless Services by any participant in this agreement.

## 10. Annual Renewal

- Prior to submitting its annual budget request to JOHS, WeShine will poll each adjacent neighbor by email to ascertain whether they continue to have no objection to the Avalon Village.
- If an objection is raised, WeShine will work with JOHS and the Neighborhood Council to resolve the objection.
- WeShine understands that if the objection cannot be resolved, HAND and the neighbors will advocate with JOHS and the Portland Bureau of Transportation (PBOT) to address the concern.



## 11. Administration

- The original signed Good Neighbor Agreement will be kept by the Joint Office of Homeless Services;
- Changes to this Good Neighbor Agreement may be made by consensus of all interested participants;
  - Parties to this Agreement agree to revisit this Good Neighbor Agreement on the following benchmarks:
    1. After three (3) and six (6) months from the opening of the Village.
    2. Annually upon the signing of this Agreement.
- The JOHS shall ensure that all signatories to this GNA are provided with up-to-date copies of the GNA;
- Any change in village service provider (WeShine) shall trigger a review and/or renewal of this GNA;
- 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;

## 12. Contact Information for Party Representatives:

**WeShine:** 3439 NE Sandy Blvd. # 525, Portland, OR 97232

WeShine Program Manager: **Lane Kerans, 971-710-3676;**  
**lane@weshinepdx.org**

WeShine Executive Director: Jan McManus, 971-610-4015; [jan@weshinepdx.org](mailto:jan@weshinepdx.org)

**JOHS:**

**HAND:**

## 11. Signatures

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for WeShine

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for JOHS

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for HAND