

**MULTNOMAH COUNTY HEALTH DEPARTMENT HEADQUARTERS
GOOD NEIGHBOR AGREEMENT**

1. INTRODUCTION AND BACKGROUND

- 1.1. This Good Neighbor Agreement (Agreement) was developed by and among the following stakeholders (Participants): Multnomah County Health Department (County), Transition Projects, Inc. (TPI), Home Forward (HF), Old Town Chinatown (OT/CT) Community Association, and the Pacific Northwest College of Art (PNCA).
- 1.2. The County is proposing to construct a new headquarters facility for its Health Department in the Old Town Chinatown neighborhood. The Gladys McCoy Health Department Headquarters (McCoy HDHQ) is described as follows:
 - The County Health Department serves all 777,490 county residents and is also the largest health care safety net provider in Oregon, with 33 primary care, school-based, dental and specialty clinics.
 - The McCoy HDHQ will be located on the easterly portion of Block "U", on NW 6th Avenue between NW Hoyt and NW Irving Streets in the City of Portland (City). The site is immediately adjacent to Bud Clark Commons.
 - Development of the McCoy HDHQ is a high priority project of the County because of the urgent need to replace existing unsafe, aged, inefficient and undersized facilities, and to meet the increasing demands for health services in the County.
 - The project will leverage public investments made in the River District Urban Renewal Area (River District) by increasing office densities and jobs at a location that is well served by public transit and in a location highly accessible to Health Department clients.
 - Up to 500 health professionals, including doctors, nurses, epidemiologists and administrators, will work in the McCoy HDHQ and take advantage of the restaurants and businesses in OT/CT, thereby improving the neighborhood's economy and increasing its vitality.
- 1.3. Services at the McCoy HDHQ will include:
 - A pharmacy for Health Department clients and a specialty health clinic providing STD/HIV/Hepatitis C and HIV Services.
- 1.4. Purposes of this Agreement:

The purposes of this Agreement are to identify ways for community stakeholders to work together to maximize the positive benefits and minimize the negative impacts of the McCoy HDHQ and to promote neighborly relations in support of the McCoy HDHQ and the community services it provides.

- 1.5. This Agreement benefits from the good working relationships established among the parties during the preliminary planning for the McCoy HDHQ. A list of the community members who participated in the negotiation of this Agreement is attached hereto as Exhibit A.
- 1.6. Participants in this Agreement are interested stakeholders in the area around and immediately adjacent to the McCoy HDHQ site ("Good Neighbor Area"; see Exhibit B for map).
- 1.7. Inherent in this Agreement is the assumption of certain basic rights. These include:
 - All residents, businesses, agencies, and property owners within the Good Neighbor Area (Neighbors), McCoy HDHQ Clients, Residents, and McCoy HDHQ staff have a right to personal safety.
 - All Neighbors, McCoy HDHQ Clients, Residents and McCoy HDHQ staff have a right to safe and quiet enjoyment of their properties and public spaces.
 - Participants specifically support the right of McCoy HDHQ Clients to be safe, to access services, and to meet basic needs.
- 1.8. Legal Status of This Agreement

Participants are committed to maintaining the safety and livability of the Good Neighbor Area. It is to this end that all Participants signing below enter into this 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 Agreement to independent counsel for review.

2. GOALS OF THE AGREEMENT

Participants hope to work together toward the following goals:

- 2.1. Initiate and maintain open communications and understanding among the Participants in order to be pro-active and ready to respond if concerns arise in the future.
- 2.2. Develop procedures for resolving problems.
- 2.3. Enhance neighborhood safety and livability and promote access to services.
- 2.4. Reduce crime and the fear of crime in the neighborhood.

3. KEY OBJECTIVES AND COMMITMENTS

The following table outlines key objectives and commitments related to issues of common interest among the Participants:

TABLE 1 – ISSUES AND AGREEMENTS

OBJECTIVE	COMMITMENT
Achieve the optimal build-out for the McCoy HDHQ given the limitations of the site and the benefits of consolidating as many Health Department functions as possible.	The County and its development team will engage with the Participants and other stakeholders regarding the public services and amenities included in the project to achieve the Floor Area Ratio (FAR) bonuses necessary to develop additional building height over the City-approved new base height of 105 feet. It is the County's policy and intent to balance the public need for health services, the stewardship of taxpayer dollars, and neighborhood livability.
Assure that the community is kept informed throughout the process of design and construction of the McCoy HDHQ.	The County will create and facilitate a Neighborhood Involvement Committee with representatives from the OT/CT Community Association, neighboring properties, and other stakeholders in the neighborhood that will convene and provide feedback at key milestones during the design and construction process.
Activate the ground floor of the McCoy HDHQ consistent with the overall development plan for the McCoy HDHQ. See the floor plan of the McCoy HDHQ and its entrances, attached hereto as Exhibit C.	The County and its development team will consider including retail use on the ground floor or other design or program elements that contribute to activation of the street frontage on NW Hoyt and/or NW 6th Avenue.
Work with the neighborhood to seek effective parking solutions.	The County will consider transferring its parking entitlements to PDC (or another entity, as appropriate) so that new, shared commercial parking may be built in the River District.
Design a building that meets the County's objectives for the McCoy HDHQ and is consistent with the City's design review requirements.	The County's design team will consider the height and mass of the proposed building, consistent with the City's design review requirements, and engage the community in the design process through the Neighborhood Involvement Committee.

OBJECTIVE	COMMITMENT
Assure that the County Health Department becomes integrated with the neighborhood surrounding the McCoy HDHQ and works cooperatively with its neighbors to improve the Old Town/Chinatown neighborhood.	The County will maintain representation at OT/CT Community Association meetings and will support and participate in neighborhood events.
Work with the neighborhood to assure that development of the McCoy HDHQ is undertaken with the OT/CT 5-Year Action Plan in mind.	The Old Town/Chinatown neighborhood has historically provided a concentration of social services to the community's underserved population. The County is a participant in providing this web of support to the community. The County is sensitive to OT/CT Community concerns regarding the potential impact of the McCoy HDHQ and the services provided and recognize the goals of OT/CT Community Association's 5-Year Action Plan and the City's efforts to work with the community to revitalize this culturally rich and historically significant district. The County, through the Neighborhood Involvement Committee and this Agreement, will continue to work cooperatively with the neighborhood and the City of Portland to balance the County's delivery of necessary health services with the goals of the OT/CT Community Association's 5-Year Action Plan.
Seek to reduce the impact of noise and vibration during construction on adjacent properties.	The County will utilize a "drilled pile" system (in lieu of "driven piles") in order to reduce the impacts of noise and vibration on Home Forward and Transition Projects residents.

OBJECTIVE	COMMITMENT
Provide the neighborhood with on-going information regarding the construction of the McCoy HDHQ and potential impacts to the neighborhood.	During construction, the County will strive for clear and consistent communication of construction activities. One or more construction supervisors will be assigned to meet with HF and TPI managers to develop an effective communication strategy with Residents and clients during each phase of the project, including schedule and hours of construction. These communications may include briefings for the Neighborhood Involvement Committee, e-mails to identified stakeholders and other appropriate means.
Seek cooperative solutions to address potential construction noise and other construction impacts on Residents and users of properties immediately adjacent to the McCoy HDHQ site.	The County will work with HF and TPI to identify resources for Residents struggling with noise and other impacts of construction, so that they may leave their apartments during the loudest times. HF and TPI staff can allocate those resources based on need and situation.
Work with Bud Clark Commons to minimize the impacts of the McCoy HDHQ during and after construction.	The County understands the importance of the two outdoor courtyards adjacent to the construction site and will consider measures to preserve their usability during construction. To enable continued operation of these spaces during construction, steps will be taken to safeguard air quality (via monitoring and efforts to minimize construction dust), minimize noise, and soften or shield lines of sight toward the construction site.
Safety, Security, and Livability	The County will have security staff posted on-site during the hours of operation of the McCoy HDHQ, any graffiti will be reported to the City and cleaned in a timely manner, and the sidewalks adjacent to the building will be regularly cleaned.

4. AGREEMENT

All parties agree to:

- 4.1. Participate in collaborative problem-solving around issues that arise in the Good Neighbor Area.

- 4.2. Maintain and enhance the good working relationships that already exist among TPI, HF, OT/CT, PNCA, Neighbors, and the Portland Police Bureau, and build new working relationships between the County and the other Participants.
- 4.3. Use and promote direct, respectful and civil communication.
- 4.4. Encourage a sense of safety, welcome, and investment in the neighborhood among all community members.
- 4.5. Report crime and suspicious activity in the neighborhood to the police.
- 4.6. Resolve problems as quickly and directly as possible. The first line of communication will be one-on-one via in-person conversation, telephone call or e-mail.
 - Provide Participants in this Agreement with updated contact information if there are any changes in key staff or organizational leadership. A list of key contacts is attached as Exhibit D.
 - Reserve e-mail communication for productive purposes such as providing information, planning logistics, providing reminders or confirming prior conversations.
 - Use the Communication Procedure outlined in Section 5 whenever further planning, problem solving, or conflict resolution are necessary.
- 4.7. Encourage Participants to contact each other directly regarding any questions or concerns.

5. COMMUNICATION PROCEDURES

- 5.1. Participants will communicate directly when possible, as described in this Section 5, by notifying the other affected Participants' Key Contacts.
- 5.2. Participants will meet approximately 90 days after opening of the McCoy HDHQ to review this Agreement and problem-solve any issues that may have arisen.
- 5.3. When a concern or issue related to this Agreement is not resolved through the above-stated processes, Participants agree to seek mediation prior to pursuing other remedies. Some resources for mediation or referrals are the City's Office of Neighborhood Involvement (ONI); the neighborhood coalition office; Neighbors West/Northwest; and Resolutions Northwest.

6. ADMINISTRATION

- 6.1. The original, fully executed Agreement will be kept by Multnomah County, Facilities and Property Management Division.
- 6.2. Changes to this Agreement may be made by consensus of all

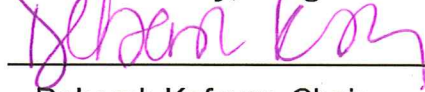
interested Participants. Other stakeholders in the Good Neighbor Area may be represented by Participant organizations.

- Participants in that process will ensure that amended copies are distributed to all parties and filed with ONI and the neighborhood coalition office, Neighbors West/Northwest.

- 6.3. The effective date of this Agreement is January 15, 2016, and this Agreement will remain in effect until such time as it is modified or terminated by the Participants.

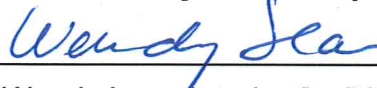
7. SIGNATURES OF PARTICIPATING STAKEHOLDERS

Multnomah County, Oregon

By: 
Deborah Kafoury, Chair

5/2/18
Date

Multnomah County Health Department

By: 
Wendy Lear, Interim Co-Director

5/7/18
Date

By: 
Vanetta Abdellatif, Interim Co-Director

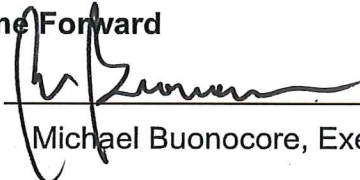
5/9/18
Date

Transition Projects, Inc.

By: 
George Davendorf, Executive Director

5/15/18
Date

Home Forward

By: 
Michael Buonocore, Executive Director


5.7.18
Date

Old Town Chinatown Community Association

By: 
Helen Ying, Chair

5/2/18
Date

Pacific Northwest College of Art

By: 
Don Tuski, President

5/25/18
Date

Exhibits:

- A. List of community members who participated in Good Neighbor Agreement negotiations
- B. Map of Good Neighbor Area
- C. Diagram of McCoy HDHQ
- D. Key Contacts
- E. Glossary of terms used in this Agreement

**Exhibit A: List of community members who participated in
Good Neighbor Agreement negotiations**

The following community members participated in one or more of the meetings to negotiate this Good Neighbor Agreement:

Helen Ying, Chair, Old Town Chinatown Community Association

Tony Bernal, Senior Director of Public Policy and Funding, Transition Projects, Inc.

Don Tuski, President, Pacific Northwest College of Art

Michael Buonocore, Executive Director, Home Forward

Liz Smith Currie, Policy Advisor, Multnomah County Chair Deborah Kafoury

Joanne Fuller, Director, Multnomah County Health Department

Steven Cruzen, Project Manager, Shiels Oblatz Johnsen, Inc.

Brett Taute, Project Manager, Multnomah County Facilities and Property Management

Julie Sullivan Springhetti, Director, Communications Office, Multnomah County

Note: This list does not include observers or interns.

Exhibit B: Map of Good Neighbor Area

The following image includes two zones:

- The perimeter around the McCoy HDHQ within which the McCoy HDHQ will pick up litter on a regular basis as agreed in Section 4.2 (smaller zone).
- The Good Neighbor Area, within which community members are welcome to participate in any meetings convened under Section 10 above (larger zone). This is the area of particular focus for good-neighbor relationships between the McCoy HDHQ (including its Clients, staff and volunteers) and other community members.

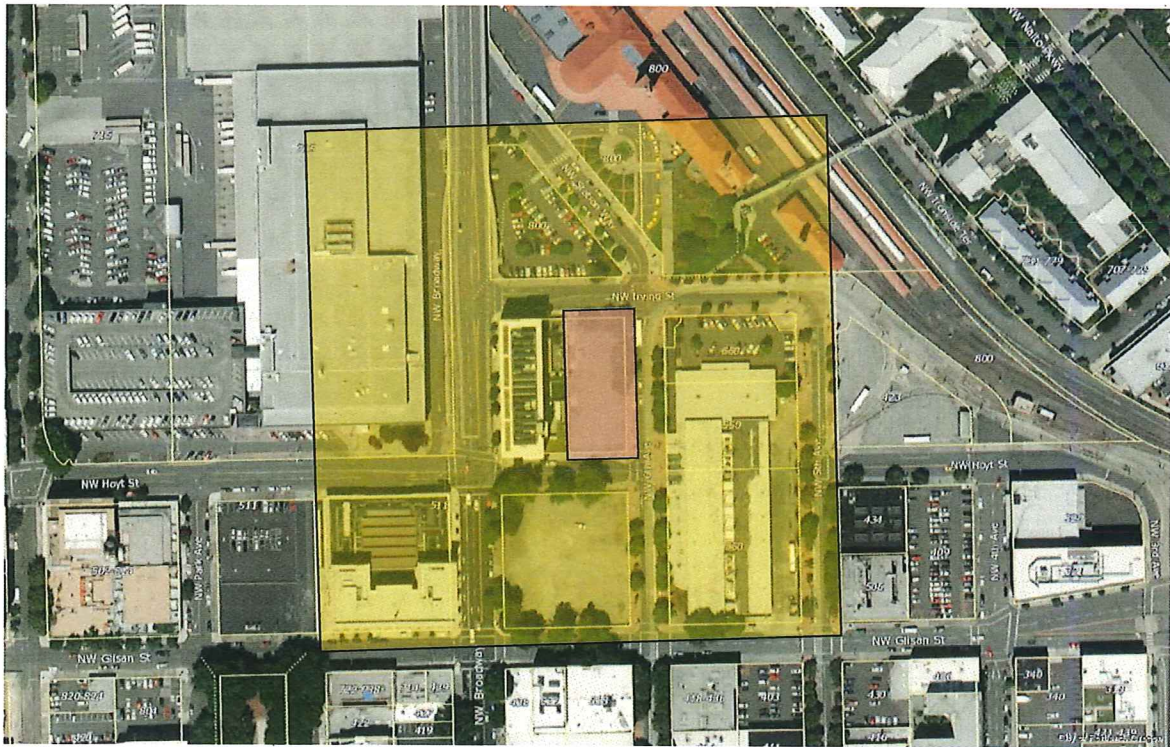


Exhibit C: Diagram of McCoy HDHQ and Entrances

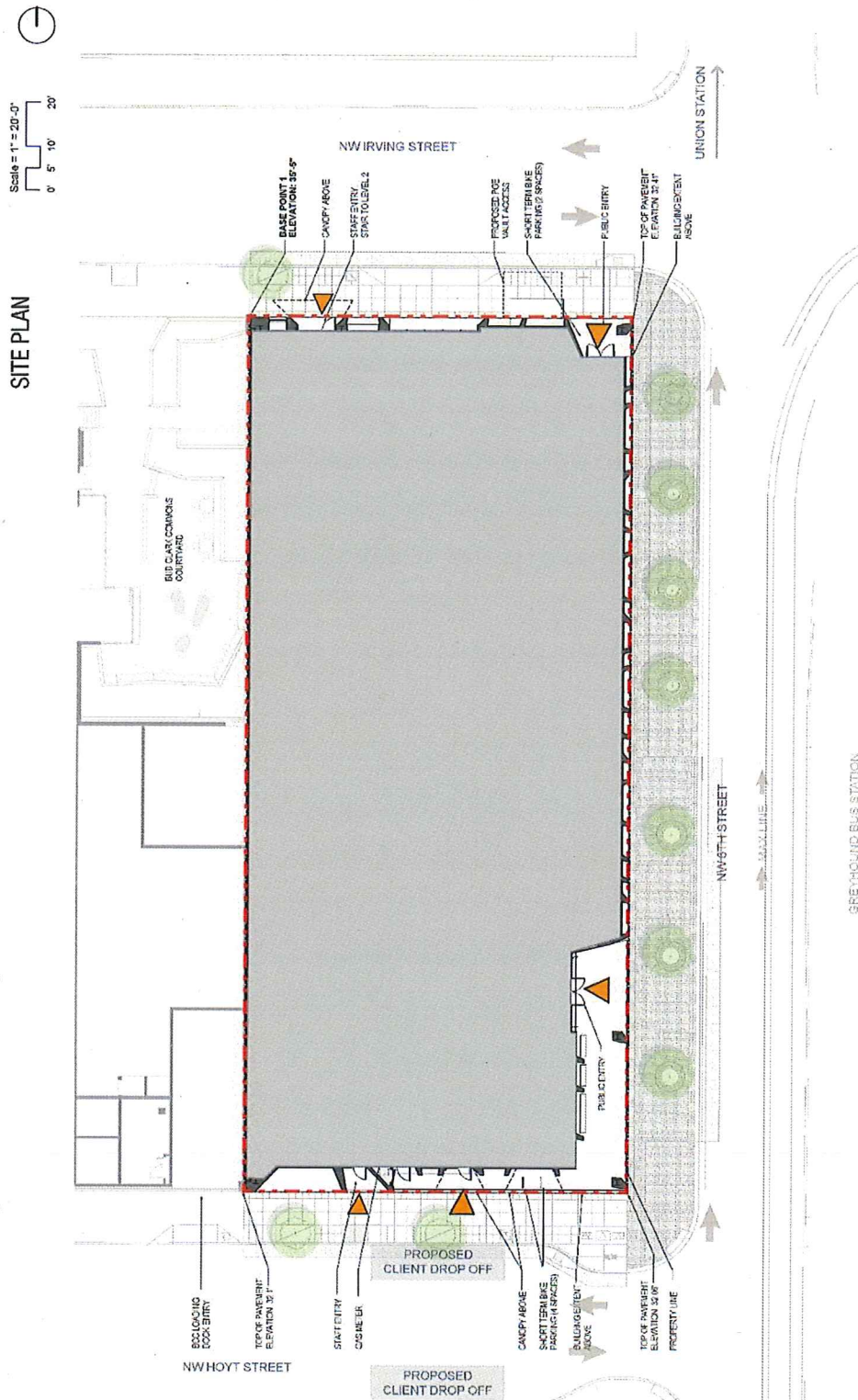


Exhibit D: Key Contacts

Emergency Police, Fire, Medical (24 hrs).....	911
Non-Emergency- Police (24 hrs)	503-823-3333
Downtown Clean & Safe	503-224-7383
<ul style="list-style-type: none">▪ <i>Clean and Safe patrols for security and cleanliness in the Old Town/Chinatown neighborhood. The patrols can respond to incidents of littering, minor vandalism and nuisance behavior.</i>	
Project Respond (24 hrs)	503-988-4888
<ul style="list-style-type: none">▪ <i>This is a resource for an acute mental health issue. If crime is involved, also contact another law enforcement resource (such as 911 in case of emergency).</i>	
City/County Information & Referral.....	503-823-4000
<ul style="list-style-type: none">▪ <i>Obtain information or get connected to any City of Portland or Multnomah County service. Open Monday through Friday, 8:00 AM to 5:00 PM</i>	
Multnomah County Health Department	503-988-3674
Transition Projects.....	503-280-4700
Home Forward	503-802-8300
Old Town Chinatown Community Association.....	pdxoldtown.org
Pacific Northwest College of Art.....	503-226-4391
Bud Clark Commons:	
24-hour transitional program/day center staff.....	503-280-4664
24-hour housing staff.....	503-280-4000

For immediate concerns about residents in the transitional program or housing, or clients using the day center, please call the 24-hour staff.

Exhibit E: Glossary of terms used in this Agreement

Agreement	This Good Neighbor Agreement
McCoy HDHQ	The Multnomah County Health Department Headquarters
TPI	Transition Projects, Inc.
HF	Home Forward - Formerly the Housing Authority of Portland, a municipal corporation
Clients	Recipients of services at the McCoy HDHQ
Residents	Guests at the Bud Clark Commons Shelter and residents of the Apartments at Bud Clark Commons
Good Neighbor Area	The area within a radius of up to 2 blocks from the McCoy HDHQ site, described in Section 1.6 and shown in Exhibit B
Neighbors	Residents, businesses, agencies, and property owners in the Good Neighbor Area described in Section 1.6 and shown in the diagram in Exhibit B.
Participants	Signers of this Good Neighbor Agreement