Right 2 Dream Too/Lloyd
Good Neighbor Agreement

Friday, September 8, 2017
Agreement

I. Background

a. The following Good Neighbor Agreement (Agreement) was developed by and between Right 2 Dream Too (R2DToo), an organized rest area for houseless individuals; Lloyd District Community Association (LDCA), the association representing the Lloyd District neighborhood; Lloyd Enhanced Service District (LESD); Rip City Management (RCM), the management company for the Rose Quarter; City of Portland; Portland Police Bureau (PPB); each a “Party” and collectively referred to as “the Parties”.

b. R2DToo has entered into a use agreement with the City of Portland for the Thunderbird site for the rest area. See Addendum A for the parameters of the use agreement.

II. Agreement of Good Faith

a. The Parties agree that they mutually share the concern to preserve the livability and safety of the residents and business owners in the neighborhood and support the safety and well-being of the residents of R2DToo.

b. The Parties mutually recognize each other's value to the community.

c. The Parties agree to communicate in a proactive and respectful manner regarding any issues, concerns, and successes of this Agreement.

d. The positive impact of this Agreement relies on the ability of the Parties to operate in good faith.

III. Major Goals

a. To affirm the Parties’ commitment to the standards of conduct/behavior and communication in this Agreement and to be accountable partners to each other.

b. To maintain neighborhood safety and livability.
c. To have an open and productive dialog between all Parties.

d. To provide a clear expectations and areas of responsibility of all parties involved.

IV. The Parties agree to:

a. Participate in the Agreement.

b. Use direct communication to express their needs and problems, provide early intervention on issues and ask for assistance in the facilitation of meetings.

c. Encourage mutual respect and consideration from all community members (R2DToo members and guests, neighbors, businesses, etc.) in an effort to promote a livable and safe neighborhood.

d. Provide each Party with updated contact information if there are any changes in leadership among the Parties.

e. Review the success of this Agreement once a month for 6 months unless otherwise agreed upon by the Parties. After 6 months parties will determine together the regularity of the Good Neighbor Agreement (GNA) meetings.

V. Right 2 Dream Too (R2DToo) agrees to:

a. Provide Rules of Conduct (see Addendum B)

b. Welcome representatives from stakeholder representative to the public portion of the members meeting

c. Document ancillary campers in adjacent/surrounding areas on pdxreporter.org and also inform RCM

d. Will request that individuals banned from R2DToo sign notice

e. Will communicate directly with Neighborhood Emergency Response Team (NERT) officers on non-urgent issues

f. Immediately communicate disturbances/severity level and ejections due to code of conduct violations to RCM and LDCA

g. To actively and consistently attend and contribute to the cLloyd Public Safety Meeting every third Thursday of the month
VI. Lloyd Enhanced Service District (LESD) agrees to:

a. Support a communications plan and facilitate information sharing

b. Inform R2DToo of any events or issues in the neighborhood that may or may not impact R2DToo

c. Communicate any concerns or requests as they occur for R2DToo to address or resolve

d. Discuss any events or concerns monthly at the Lloyd Public Safety Meeting and at other times when the need arises

e. Foster the good health and growth of R2DToo wherever possible by:
   i. Identification and/or support of grants that may benefit R2DToo and the surrounding community
   ii. Facilitating an outreach program that identifies employment opportunities within the Lloyd District for R2DToo members/guests

f. Help to develop a successful model together that other neighborhoods can look to as a template and replicate in their community

g. Work with R2DToo Board and staff to identify and address short and long-term needs

h. Designate Wade Lange as point of contact (see contact info in Addendum C).

VII. Lloyd District Community Association (LDCA) agrees to:

a. Develop and support a communications plan and facilitate information sharing

b. Provide a single point of contact to communicate and relay information between R2DToo and other Parties of the Agreement such as:
   i. Any event or issue that may include the media
   ii. Any event or issue that may impact another Party of the Agreement
   iii. Safety concerns that may impact another Party of the Agreement

c. Create a forum where R2DToo can help educate other residents and members of the LDCA in issues surrounding houselessness and address concerns, fears or misconceptions in an open and safe environment with the goal of advancing an understanding of each other to form a healthy community for all
d. Foster the good health and growth of R2DToo wherever possible by:
   
i. Identification and/or support of grants that may benefit R2DToo and the surrounding community

ii. Facilitating an outreach program that identifies employment opportunities within the Lloyd District for R2DToo members/guests

e. Help to develop a successful model together that other neighborhoods can look to as a template and replicate in their community

f. Work with R2DToo Board and staff to identify and address short and long-term needs

g. Designate Keith Jones as point of contact (see contact info in Addendum C).

VIII. Rip City Management (RCM) agrees to:

a. Add R2DToo to the Rose Quarter monthly parking calendar distribution list.

b. Document ancillary campers who have been ejected due to violation of Code of Conduct and report on pdxreporter.org

c. Designate Amanda Mann, Priscilla Almeida and Kevin Baird as points of contact. (see contact info in Addendum C).

IX. The City of Portland agrees to:

a. Provide water, garbage services, electricity and toilets.

b. To maintain the property

c. Be responsible to RCM for property damage related to use of site

d. Designate Berk Nelson as point of contact (see contact info in Addendum C).

X. Portland Police Bureau (PPB) agrees to:

a. Maintain clear communication with R2DToo Membership Representative

XI. Duration of Agreement

a. This Agreement will remain in effect until 60 days after the departure of R2DToo from the site unless otherwise agreed by the Parties.
b. The Agreement will be reviewed every month for 6 months. The Parties may amend the Agreement with a written document that is signed by a duly authorized representative of each Party, clearly recites the Parties’ understanding and intent to amend the Agreement, and clearly describes the terms to be amended.

XII. Administration of Agreement

a. The City of Portland’s Office of Management and Finance (OMF) will maintain the original and subsequent copies of this Agreement.

b. The Parties will receive copies of the original and all subsequent copies of the Agreement.

c. This Agreement is not legally binding and is intended to provide a framework for communication and understanding between the Parties. The Parties understand that this document expresses the intentions and desires of the Parties with respect to this project. The Parties agree that this document is not binding on the Parties, does not give rise to any legally binding or enforceable obligation, liability or agreement upon any of the Parties.
### XIII. Signatures of the Parties

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<thead>
<tr>
<th>Party</th>
<th>Print Name</th>
<th>Date</th>
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<td>Right 2 Dream Too</td>
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Addendum A: Use Agreement between Right 2 Dream Too and City of Portland
SPACE USE AGREEMENT

The City of Portland ("City"), a municipal corporation of the State of Oregon, by and through its Office of Management and Finance ("OMF") – Facilities Services, is the manager of Property is identified in Exhibit A, incorporated and attached hereto, and is a public Right-of-Way.

The Property is the triangular segment of right-of-way and is a paved surface parking lot at the west end of North Holladay Street, where North Thunderbird Road and North Crosby Avenue come together. The Property is situated south of the property at 1225 N. Thunderbird Way and north of the property with the Property ID number R305202 (owned by Union Pacific Railroad Company). The area for use ("Use Area") will be within an area marked by perimeter fencing to be installed by City.

The Property has been determined by the City as not needed for vehicular traffic, public street use or public right-of-way purposes for the term of this Space Use Agreement ("Agreement"). In addition, the City has determined that use under this Agreement will not interfere with any public utility use.

Right 2 Dream Too, an Oregon nonprofit corporation, ("User"), wishes to use a portion of the Property as shown in Exhibit A as the "Use Area" for the purposes described in this Agreement.

For the purposes of this Agreement, OMF shall represent "City" in exercise of proprietary interests, rights and perform obligations as the property owner and property manager under this Agreement unless other specific bureau or office or agent is denoted. City bureaus or agencies such as Portland Parks and Recreation (Parks), Bureau of Development Services (BDS), Portland Police Bureau (PPB), and/or Bureau of Transportation (PBOT), will be considered separate regulating or permitting bodies.

In consideration of the mutual promises, conditions and covenants contained herein, the Parties hereby incorporate the above and agree as follows:

Agreed:

1) Grant of Use. User is allowed to enter and use the Use Area and those City-owned amenities placed in the Use Area, for the sole purpose of operating a temporary rest area and shelter. Invitees of User will be people experiencing houselessness or other issues which put them in need of services offered by User. User shall not have more than 100 individuals at the Use Area or the Property at any one time for day or overnight stays, sheltering, resting or sleeping. User may have more than the above identified number of individuals at the Use Area for day meetings, conferences, tours or activities that do not involve overnight stays, sheltering, resting or sleeping. Any activities or uses by User or its invitees must not disturb or interfere with City operations at the Property. User is encouraged to communicate with City to confirm whether User’s contemplated activity or event would or would not violate the Agreement.

This Agreement may not be assigned in whole or in part, except after notice to and consent from City. No construction, alteration, installation or improvement to the Use Area or the Property is allowed without the prior written consent of City and full compliance with land use, zoning and building codes. No expenditure of money hereunder, lapse of time or other act or thing shall operate as an estoppel against City, or be held to give User any vested or other right in the Property.
User may set up recreation tents that are designed for no more than 10 persons and up to three large communal sleeping tents that may accommodate up to 40 persons, and shall do so in accordance with the approved site plan attached hereto as Exhibit B.

2) **Term.** This Agreement commences on May 27, 2017 (the "Effective Date") and expires on October 6, 2017. This Agreement may be extended upon the sole discretion of City. In no event shall this Agreement be extended beyond September 30, 2018. The City will confirm change in the expiration date through written correspondence to User.

Notwithstanding the Term of use stated above, this Agreement may be subject to early termination at any time in the event of legal, regulatory or administrative challenges of User's occupancy or use, including but not limited to appeals to Land Use Board of Appeals.

3) **Fees.** Except for identified property expenses identified, no initial or fee for use is required for this Agreement.

4) **Termination and Noncompliance.** This Agreement may be terminated upon mutual written agreement.

City may terminate this Agreement if User fails to comply with the terms and conditions of this Agreement within thirty (30) days after written notice by City. If the failure is of such nature that it cannot be completely remedied within the thirty (30) day period, User shall commence compliance and remedial action with the thirty (30) day period, notify City of User's steps for cure and estimate time table for full correction and compliance, and proceed with due diligence and good faith towards full completion. If User fails to fully cure or move to cure, then City may proceed with the termination.

Upon expiration or termination of the Agreement, User must promptly: surrender possession of the Use Area and Property in a clean and sanitary condition and in as good condition as or better condition as when the Agreement commenced, normal wear and tear excepted; remove all personal property and trash generated due to User's use; and deliver any property access keys to City.

5) **Benchmarks for Evaluating the Success of the Agreement.** User will give City summary information in an annual written report to Council. The User report will include number of people sheltered, number of people turned away from shelter, and such other information as the parties may mutually agree upon. Within 30 days of the Effective Date of this Agreement, City and User will confer to further define the contents of the report, how information is to be gathered and resources needed to gather and provide the information.

6) **Compliance with Law.** In connection with its activities under this Agreement, User, its officers, employees, agents and invitees shall comply with all applicable federal, state and local laws and regulations, including but not limited to American with Disabilities Act requirements and civil rights nondiscrimination laws. User is responsible for determining and acquiring all regulatory permits, licenses and approvals that may be required for its activities at the Property. User shall require its officers, employees, agents and invitees to comply with all applicable laws and the terms and conditions of this Agreement. City will in good faith work with User to identify, apply for and seek approval for permits, licenses, approvals, subject to compliance with applicable regulation and code.

7) **General Conditions of Agreement.** Access to and use of the Use Area and the Property is in its "AS IS" condition. City has no liability to User, its officers, employees, agents or invitees for any damage or injury caused by the condition of the Use Area or the Property. User, its officers,
employees, agents and invitees must comply with User's current Code of Conduct attached as Exhibit C, to which User will notify and consult City prior to amending. User is required to keep the Use Area in clean, sanitary and neat condition. To minimize impacts to surrounding properties including public right-of-way not included for use, User will pick-up trash and debris collecting in the landscaping next to the Use Area, on the sidewalk or at the public right of way that surrounds the Property, as the relevant area is shown in Exhibit D. User will keep sidewalk surrounding the Property and all access paths on the Property clear of obstruction, ice and snow. No signage, equipment or device may be adhered or affixed to any structure or improvement City placed at the Property, fence or landscape at the Property, without the written consent of City, provided however that City shall not unreasonably withhold such consent for signage that identifies Right to Dream Too at the Property. Smoking is permitted only in User-designated Smoking Area within the Use Area; Smoking is not permitted at the adjacent private parking lot. Open flame and fires are not allowed. All food services at the Property must comply with Multnomah County health regulations. No consumption, possession or sale of alcoholic beverage or marijuana is permitted. No illegal controlled substances shall be possessed, used or sold at the Property, and no medical or recreational marijuana cultivation or dispensary is permitted. Activities that constitute public or private nuisance under state and local laws (including but not limited to Oregon Revised Statutes Chapter 105, Multnomah County Code Sections 15.225 et seq, or Portland City Code) are prohibited.

No motor vehicle (such as mobile homes, RV, car, truck, motorcycle, moped) repair, maintenance, parking or storage is permitted on the Property. User shall not permit any invitees who may seek services or utilize the amenities of R2DToo to use a vehicle for camping in the streets adjacent to the Property or in the nearby private parking lot. Any vehicles associated with R2DToo using the adjacent parking lot must comply with parking rules, including paying required parking fees and not obstructing areas designed for vehicle maneuvering.

User shall not disturb or damage the landscaping or fencing surrounding the Property.

User’s activities must comply with applicable provisions in “Agreement for Management and Maintenance Responsibilities and Memorandum of Understanding” between OMF and PBOT, dated April 7, 2017, (“OMF-PBOT MOU”), including but not limited to Sections D.4 and D.5. A copy of the OMF-PBOT MOU is attached and incorporated hereto as Exhibit E.

8) Amenities. City will arrange for the following services and utilities in User’s name, specifically porta-potties, garbage/trash removal, potable water and electrical services. Porta-potties at the Property must be used only for toileting purposes and not for disposal of garbage or food waste. Garbage and other refuse must be placed in appropriate garbage/waste receptacles at the Property. User, its officers, agents, employees and invitees may not dispose of trash and debris generated at the Property in trash receptacles located in the right of way outside of the Property. City will bring service lines to the Property for potable water and electricity, with meters to be installed to measure utility consumption. The potable water must be used solely for use for drinking, and User may not use the water for bathing, toileting, or washing of clothes or dishes. User must not overload the electrical circuits with appliances or equipment at the Property. User is responsible for ensuring use of Property amenities/utilities by User, its officers, employees, agents and invitees is in accordance with this Agreement. User may arrange for additional amenities at the Property provided User first gives notice from City.

Upon a separate written grant agreement, City will provide grant funding support to reimburse User for costs for the services and utilities in this Section up to June 30, 2017.

Any personal property acquired by, paid for or brought onto the Use Area by User or its invitees remains the personal property of User or its invitees. Any personal property acquired by, or paid
for or brought onto the Use Area by City remains City's property.

9) **Property Maintenance and Expenses.** During the term of the Agreement, User is solely responsible for routine property care, maintenance and repair for health, safe, cleanliness, and prudent property preservation of the Use Area. Except as noted above, User will be responsible for arranging and paying for all property maintenance services and property related expenses, which will include but are not limited to clean-up, janitorial or waste removal and site security. User understands that if it fails to maintain the health, safety and cleanliness of the Use Area, City is authorized to arrange for the service in User's name. No property maintenance or repair to Use Area will be provided by City.

In order to promote self-sustainability of User's programs, User is encouraged to apply for grants or to seek non-City funding to assist User in offsetting any property expenses that may incurred under the Agreement. User will consult with City, to ensure terms of any potential grants will not impact the Use Area, the Property or the Agreement, or otherwise require action or performance by User or City that conflicts with the terms of the Agreement. City is not required to modify this Agreement to conform to User's grants.

10) **Transportation.** City will work through the region's Low Income Fare Program and Fare Assistance Program administered by TriMet in partnership with Ride Connection to supply transit passes to User at no cost in amounts to allow User to access services outside the Use Area.

11) **Good Neighbor Agreement.** Subject to the qualifications referenced below in this paragraph, User shall enter into a "Good Neighbor Agreement(s)" (GNA) process with the applicable local neighborhood and/or business association(s) to address community livability issues as soon as practically possible prior to or after the Effective Date of the Agreement. The Office of Neighborhood Involvement shall set up the GNA process. At minimum, the GNA process must address the following areas: crime prevention and awareness including but not limited to security measures and patrols at or around the Property; litter, graffiti, loitering and noise control and prevention in and around the Property; participation in community problem solving as requested by City or local neighborhood and/or business association(s); and participation in mediation to resolve any conflicts that may arise. It is understood that reaching a Good Neighbor Agreement is dependent on consensus between all parties, and therefore the outcome of the process is beyond the control of the User. User agrees to participate in the GNA process in good faith, and seek to reach consensus. A copy of any executed Good Neighbor Agreements, or neighborhood partnership agreements, must be provided to City.

Notwithstanding the GNA process, User shall work in good faith with the owner and users of the adjacent commercial property (as later identified by City) to resolve promptly livability or neighborhood issues or concerns.

12) **Entry by City; Damages.** City reserves the right to enter the Use Area for any purpose consistent with the terms and conditions of this Agreement. City staff will provide 24-hour written notice to User's representative at the Use Area or electronically to User's representatives prior to entry by City when City is exercising its property manager responsibilities under this Agreement. City may enter the Use Area at any time in case of emergency. "Emergency" includes but is not limited to a repair problem that, unless remedied immediately, is likely to cause serious damage to the Use Area or the Property or immediate risk to public safety. City's right to enter relates to the common areas and not to the sleeping tents or private enclosed sleeping areas. The Property is public right-of-way. Nothing in this Agreement prohibits law enforcement and emergency service providers, meter readers and code inspectors, social service providers, and other governmental agents to reasonable and lawful access of the Property to perform their emergency service, community caretaking, and regulatory and governmental functions.
User shall give City prompt notice of any condition, disturbance, accident or occurrence at the Use Area, the Property, or upon the surrounding right-of-way, which might create a hazard to any persons or to surrounding properties. User shall be responsible for reimbursing City for costs incurred for property damages or claims caused by User, excluding reasonable wear and tear or normal and expected decay or depreciation. If repairs are done by City, after notice to and consultation with User, City may take any or all of the following actions: i) invoice User for the costs for restoring, repairing or altering the Property that may be necessitated by User’s activities; ii) seek recovery from User’s insurance carrier; and iii) pursue any legal or equitable remedy under the law. The “notice” and “cost” provisions of this paragraph shall be subject to the noncompliance protocol established in this Agreement.

13) **Indemnification.** User shall indemnify and hold harmless the City of Portland, its officers, agents and employees from liability, damages, expenses, attorneys’ fees, causes of action, suits, claims or judgments, proportionate to and arising out of or connected with (i) User’s and its officers, agents, employees or invitees’ entry, use or occupancy of the Property or surrounding City property, (ii) any failure of User or its officers, agents, employees or invitees to comply with the terms of this Agreement or any violation of law or ordinance, and (iii) the acts or omissions of User, its officers, directors, agents and employees or invitees; provided, however, the User shall not be liable for claims caused by the sole negligence of City, its officers, directors, agents and employees. User shall, at its own cost and expense, defend any and all suits which may be brought against User upon any such above mentioned cause or claim, and to satisfy, pay, and discharge any and all judgments; including attorney fees and costs, that may be recovered against City or User, their officers, directors, agents and employees in any such action or actions, including any appeals, in which they may be party defendants proportionate to and arising out of or connected with User’s liability as determined by a court or arbitrator. This provision does not bar claims against the City of Portland for damages that are caused by City’s entry onto the property.

City, its officers, agents and employees shall not be liable for any damage to equipment of User, or to any person in or upon the Property, including but not limited to damage by fire, explosion, electricity, flooding, vandalism, water or rain or any other cause whatsoever unless caused by or due to the sole negligence of City, its officers, directors, agents and employees.

City or its officers, agents and employees shall not be liable for any latent defect at the Property. In addition to the indemnity provided above, User agrees to indemnify, defend and hold harmless City, its officers, agents and employees from and against all damages, costs, liabilities, and expenses caused by, arising out of, or in connection the handling, storage, discharge, transportation or disposal of hazardous or toxic wastes or substances, pollutants, oils, materials or contaminants, as those terms are defined by federal, state or local law or regulation, as amended from time to time. Damages, costs, liabilities and expenses shall include any amounts claimed to be owed by any regulating and administering agency.

User hereby assumes all risk of damage to personal property or injury to persons in, upon or about the Property from any cause other than the City of Portland’s sole negligence, and User waives all claims in respect thereof against the City of Portland.

**User’s obligations for indemnification in this Section survives the termination of this Agreement.**

14) **Insurance.** User must obtain and maintain commercial general liability and property damage insurance that protects the User and City, its officers, agents and employees, from any and all claims, demands, actions and suits for property damage or personal injury, including death.
arising under this Agreement. The insurance shall provide coverage for not less $1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City of Portland and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. User's coverage shall be primary and non-contributory with any other insurance and self-
insurance.

User must maintain its insurance coverage continuously and without interruption for the duration of the Agreement. User's insurance must not terminate or be canceled without thirty (30) days written notice first being given to City.

User must provide City with certificate(s) of insurance, with relevant endorsements, certifying the coverage required under this Agreement. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure of User to maintain the required insurance shall be cause for immediate termination of this Agreement by City. City reserves the right to modify the coverage amounts and requirements per statutory change and per any change in City policy and/or recommendations by City Attorney and/or Risk Management, during the term of the Agreement.

City does not insure any loss of User's personal property. User is encouraged to obtain personal property insurance to cover damage or loss against theft, fire or other casualty of User's personal property that may be brought onto the Property or Use Area.

If any workers are employed at the Property or Use Area, User must comply with the Oregon workers' compensation law, ORS Chapter 656, and as it may be amended from time to time, and maintain coverage for all subject workers for the duration of the Agreement and provide to City proof of valid worker's compensation insurance, unless User demonstrates to the satisfaction of City that User is exempted from workers' compensation insurance requirement.

Any contractor User may employ for property maintenance services at the Property or Use Area must have insurance coverage in coverage scope and amount that are prudent to insured against potential claims. User may use unpaid volunteers to perform miscellaneous maintenance or repairs required under this Agreements. Volunteers will not be required to provide separate insurance coverage, but User remains liable for deficiency in work or performance of volunteers and any claims related to its volunteers.

15) Hazardous Materials. No materials shall be stored, used, manufactured or disposed of within the Use Area, the Property or the surrounding public right-of-way, except in compliance with all federal, state and local laws, provided that in no case may there be stored, used, manufactured or disposed of within the Use Area, the Property or surrounding public right-of-way any hazardous substances, as defined by ORS 465.200 and implementing regulations of the State of Oregon Department of Environmental Quality or which constitute a public health hazard, as defined by rules of the Oregon State Health Division, and no condition shall be permitted within the Use Area, the Property or surrounding public right-of-way which constitutes a health hazard, as defined by the rules of the Health Division. User shall be solely responsible for reporting, cleanup and other regulatory compliance associated with hazardous substance discharge caused by User, its employees, agents and invitees. User’s obligations and liabilities under this Seton shall survive the expiration of the Agreement.
16) Taxes. User shall be solely responsible for payment of any taxes or fees assessed during the term of this Agreement against any personal property of any kind owned by or placed upon or about the Use Area. As used herein, the term “taxes or fees” shall include business license fees, excise taxes, sales taxes, corporation taxes, income taxes, or any tax on personal property which may be imposed or assessed by any city, county, state or federal government or any special district or agency, and those other taxes and fees remain the responsibility of User. City will assist User in applying to Multnomah County for property tax exemption or waivers as a nonprofit, and User is liable for any property taxes assessed if the exemption or waiver is not granted.

17) Nonprofit and Tax Exempt Status. User shall maintain active and valid its Oregon nonprofit corporation status, including timely payment of all fees and filing of applicable documentation required by the Oregon Secretary of State. User shall maintain its tax exempt status as an IRC 501(c)(3) entity throughout the Agreement.

18) Notice. All notices under this Agreement shall be in writing and shall be deemed validly given if sent by first class or certified mail, nationally recognized courier or facsimile transmission, and shall be effective upon receipt. Notices should be addressed as follows:

For the City of Portland:
Office of Management & Finance
Director – Bureau of Internal Business Services
1120 SW 5th Avenue, Room 1250
Portland, Oregon 97204

Office of Mayor Ted Wheeler
c/o Berk Nelson
1211 SW 4th Avenue, Room 340
Portland, Oregon 97204

With Copy to:
City Attorney’s Office
1221 SW 4th Avenue, Room 430
Portland, Oregon 972014

For User:
Right 2 Dream Too
Name: Grant Swanson
Address: 4635 NE Garfield Avenue
Portland, OR 97211
Phone: 503-754-9397
Email: usfifty@gmail.com

Name: Trillium Shannon
Address: 4635 NE Garfield Avenue
Portland, OR 97211
Phone: 503-734-4778
Email: pixflor@gmail.com

Name: Brad Gibson
Address: 10 N. Weller Street
Portland, OR 97227
Phone: 209-689-4560
Email: gibsonbc@gmail.com

19) Agreement Manager. User shall coordinate with the Director for Bureau of Internal Business Services, Bryant Enge, at 503-823-6962, or designee, on all issues related to property maintenance. User shall communicate with Mayor Wheeler’s designee Senior Advisor Berk Nelson, at 503-823-4027, on all other issues pertaining to this Agreement. User’s point of contact shall be Grant Swanson, Trillium Shannon and Brad Gibson at phone numbers/contact info above.

20) Oregon Law and Forum. This Agreement shall be governed by the laws of the State of Oregon. Any litigation arising under this Agreement shall be in Multnomah County Circuit Court. User shall conform to all applicable laws and regulations of any public authority affecting the Use Area.
or the Property and shall correct at User's own expense any failure of compliance created by the fault or use of User or its officers, agents, employees or invitees.

21) Waiver of Breach. The waiver by City of the breach of any condition, covenant, or agreement herein contained to be kept, observed and performed by the User shall in no way impair the right of City to avail itself of any subsequent breach thereof. No waiver is effective unless such waiver is in writing and signed by the waiving party.

22) Entire Agreement. This Agreement contains the entire agreement between City and the User and supersedes all prior written or oral discussions or agreements. No amendment or modification of this Agreement is valid unless in writing and signed by the parties. If any portion of this Agreement is ruled invalid, void or illegal by an order of the court, the remainder of the Agreement shall remain in full force and effect. This Agreement will be construed with equal weight for the rights of both parties, the terms and conditions of this Agreement having been determined by fair negotiation with due consideration of the rights and requirements of both parties, and any ambiguities shall not be construed for or against either party.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. This transaction, including any amendments or extension, may be conducted by electronic means including the use of electronic signatures and facsimiles.

The signatories below represent that they are authorized to execute and bind their respective entities to this Agreement.

CITY OF PORTLAND, a municipal corporation Right 2 Dream Too, an Oregon nonprofit corporation

By: Bryant Enge, Director
By: Grant Swanson, board member
Bureau of Internal Business Services
Date: 5/26/2017
Date: 5/25/2017

By: Trillium Shannon, board member
Date: 5/25/2017

By: Brad Gibson, board member
Date: 5/25/2017

APPROVED AS TO FORM

City Attorney

CITY ATTORNEY
Exhibit A
Property And Use Area

The Property is the triangular segment of right-of-way (shown by the blue dot) at the west end of North Holladay Street, where North Thunderbird Road and North Crosby Avenue come together. The Property is situated south of the property at 1225 N. Thunderbird Way and north of the property with the Property ID number R305202 (owned by Union Pacific Railroad Company).
Exhibit B
Site Plan
[to be included at later time]
Placement of tents at the Use Area of the Property must be approved by the City.
Exhibit C
Code of Conduct for Property & Use Area
Effective at Commencement of Agreement
[User must consult with City on proposed amendments to User’s Code of Conduct]

Right 2 Dream Too Code of Conduct

We the members of Right 2 Dream Too (R2DToo), in order to keep a harmonious community space, require that all of us observe the following code:

We are a weapons-free zone.

We are nonviolent and will not tolerate violence. We pledge to help resolve any conflicts in a creative and nonviolent manner.

We respect the rights and privacy of our fellow members and our neighbors. We will not create unnecessary disturbances.

Degrading ethnic, racist, sexist or homophobic remarks are not acceptable. Neither members nor anyone in our environs should be subjected to verbal abuse or intimidation.

We cannot permit open flames.

We will perform pocket checks at security before using the restrooms.

Any of the following are grounds for being escorted out of R2DToo:

Alcohol, recreational marijuana, or illegal drugs on the premises.

Violence or the threat of violence on the premises.

Sexual harassment.

Theft of any member’s property or of R2DToo’s community property.

Open flames.

Smoking in tents.

Repeated minor infractions.

Eating/open food in tent areas.

No foreign objects/syringes/smoking drug use permitted in our restrooms.

No sex with self or others.

Keep clothed at all times (top and bottom) even in sleeping bags.
Exhibit D
Depiction of Relevant Area
Pertaining to Paragraph 7 - Responsibility of User

“To minimize impacts to surrounding properties including public right-of-way not included for use, User will pick-up trash and debris collecting in the landscaping next to the Use Area, on the sidewalk or at the public right of way that surrounds the Property”

The responsibility area denoted in ‘pink’ outline, from N. Drexler Drive crosswalk to N. Multnomah Street crosswalk, from curb edge to property boundary.
Exhibit E
OMF-PBOT MOU

PBOT
PORTLAND BUREAU OF TRANSPORTATION
1120 SW Fifth Avenue, Suite 800 Portland, OR 97204 503.823.5185
Fax 503.823.7576 TTY 503.823.6068 www.portlandoregon.gov/transportation
Dan Saltzman Commissioner Leah Terrell Director

Agreement for Management and Maintenance Responsibilities
and
Memorandum of Understanding

April 7, 2017

Re: N. Holladay Right-of-Way west of N. Crosby Ave.

A. Background

1) A portion of N. Holladay Street, west of N. Crosby Avenue, as described on Exhibit A
and depicted on Exhibit B, (the "Rest Area"), is located in public right-of-way ("R/W")
currently under the control and management of the Portland Bureau of Transportation
("PBOT"). The R/W was originally dedicated in 1871 on the recorded Plat of “Holladay’s
Addition to East Portland.”

2) The R/W is effectively a parking lot area adjacent to N. Thunderbird Way with no
planned transportation use by PBOT. PBOT and the Office of Management and
Finance ("OMF") are entering into this Agreement for Management and Maintenance
Responsibilities and Memorandum of Understanding to allow OMF’s use of the R/W.

B. Assignment

1) PBOT hereby transfers, assigns, and delegates operational jurisdiction and control of
the above-described Rest Area to OMF.

2) Operational jurisdiction and control of the Rest Area includes, but is not limited to, the
following matters:

   a. Except as noted in Section C (1), OMF is responsible for issuing permits for
      activities within the Rest Area, including inspection and enforcement of
      permits issued by OMF. Permits must be revocable in nature.

   b. Authorization for contract approval and payment.

   c. Design, permitting, construction, reconstruction, maintenance, regulation and
      inspection of surface improvements in the Rest Area.

Exhibit E OMF-PBOT MOU, Page 1
d. Being provided notice of any petitions for any street vacations by adjacent property owners, and being consulted regarding any such matters that are being considered by PBOT.

C. Exclusions & Limitations. This Agreement excludes the following authorities:

1) Issuing of permits to public or private utilities, including, but not limited to, water, sewer, electric, gas, cable, telephone, and internet service providers.

2) Conveyance of permanent or temporary easements, whether for surface, subsurface, or aerial property rights.

3) Initiating a street vacation on behalf of the City, or facilitating a street vacation on behalf of an adjacent property owner.

4) Initiating a surplus property sale.

5) Acquiring and accepting dedicated RAV from adjacent property owners.

6) As shown on Exhibit B, the portion of N. Holladay Street located east of the Rest Area, will remain under the jurisdiction of PBOT.

D. Conditions and Requirements: OMF agrees to the following conditions:

1) OMF will install and maintain a fence with a gate across the eastern end of the Rest Area, west of the two large evergreen trees on either side of the entrance. Said gate will not swing outward into N. Holladay Street.

2) OMF, its tenants, permittees, invitees, contractors, agents, and assignees will not obstruct or interfere with access to N. Crosby Avenue, N. Thunderbird Way or the N. Unnamed Road east of the Rest Area.

3) OMF acknowledges that the boundaries of the Rest Area do not correspond exactly with the physical boundaries of the existing parking area. Accordingly, OMF will install a fence at the southwest corner of the Rest Area to delineate the northern boundary between the Rest Area and the real property currently owned by Aegean Corp., and to delineate the southern right-of-way line, marking the boundary of property currently owned by Union Pacific Railroad.

4) OMF, its tenants, permittees, invitees, contractors, agents, and assignees will not obstruct the storm water inlet in the Rest Area. OMF agrees to maintain the inlet as a functioning storm drain and to provide 24-hour emergency access to the drain for the Bureau of Environmental Services.
5) OMF, its tenants, permittees, invitees, contractors, agents, and assignees will not allow the dumping of trash, sewage or hazardous materials onto the Rest Area, onto adjacent property, or into the storm water inlet.

E. Duration. This Agreement shall remain in effect until rescinded or modified in writing; however, this Agreement will automatically terminate if the Rest Area is not used by OMF for a period of more than 60 days.

G. Upon Termination. Upon termination or rescinding of this Agreement:

1) OMF will return the Rest Area to the control and jurisdiction of PBOT in substantially the same condition as existing at the time of execution of the Agreement.

2) OMF will remove all structures from the area, unless otherwise requested by PBOT.

3) Utility improvements will remain covered by the terms of any issued permits and/or franchise agreements.

*The remainder of this section is intentionally left blank.*

Exhibit E OMF-PBOT MOU, page 3

Space Use Agreement

Page 16 of 19
IN WITNESS WHEREOF, PBOT has caused this instrument to be executed by its Director or designee, this ______ day of __________, 20__.

CITY OF PORTLAND, GRANTOR

By, __________
Bureau of Transportation Director or designee

State of OREGON

County of MULTNOMAH

On this ______ day of April, 2017, personally appeared __________, who being duly sworn, did say that he/she is the Director or designee for the Bureau of Transportation of the City of Portland, a municipal corporation, and that said instrument was signed on behalf of said corporation by authority of its City Council and acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My Commission expires:

IN WITNESS WHEREOF, OMF has caused this instrument to be executed by its Director or designee, this ______ day of April, 2017.

CITY OF PORTLAND, GRANTEE

By, __________
Office of Management and Finance Director or designee

State of OREGON

County of MULTNOMAH

On this ______ day of April, 2017, personally appeared __________, who being duly sworn, did say that he/she is the Director or designee for the Office of Management and Finance of the City of Portland, a municipal corporation, and that said instrument was signed on behalf of said corporation by authority of its City Council and acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My Commission expires: _________________

Exhibit E OMF-PBOT MOU, page 4

Space Use Agreement

Page 17 of 19
Exhibit A

N Holladay Street west of N Crosby Avenue

A parcel of land situated in the northeast one-quarter of Section 34, T1N, R1E, W.M., in the City of Portland, Multnomah County, State of Oregon, said parcel being more particularly described as follows:

Beginning at the northeasterly corner of Block 35, Wheelers Addition to East Portland; thence easterly, to a point on the easterly projection of the north line of said Block 35, said point being 22.5 feet easterly of the northeasterly corner of said Block 35; thence northwesterly, to a point on the westerly projection of the south line of Block 53, Holladay’s Addition to East Portland, said point being 60 feet westerly of the southwesterly corner of said Block 53; thence westerly, along said westerly projection of said south line to a point on the southeasterly line of Block 4, McMillens Addition to East Portland; thence southerly, along said southeasterly line of said Block 4 to a point on the north line of Block 35, Wheelers Addition to East Portland; thence easterly, along said north line of said Block 35 to the Point of Beginning;

TOGETHER WITH

That parcel of land dedicated to the public for street purposes in Book 564, Page 1174, recorded June 5, 1967, Multnomah County Deed Records; and

EXCEPTING THEREFROM

That portion of N Holladay Street vacated in Ordinance No. 124293.
Addendum B: R2DToo Code of Conduct
CODE OF CONDUCT

We, the members of Right 2 Dream Too (R2DToo), in order to keep a harmonious community space, require that all of us observe the following code:

• We are a weapons-free zone.
• We are nonviolent and will not tolerate violence. We pledge to help resolve any conflicts that arise in a creative and nonviolent manner.
• We respect the rights and privacy of our fellow members and our neighbors. We will not create unnecessary disturbances.
• Degrading ethnic, racist, sexist or homophobic remarks are not acceptable. Neither members nor anyone in our environs should be subjected to verbal abuse or intimidation.
• We cannot permit open flames.
• We will require pocket checks at security before using the Port-A-Potties.
• We will require a Dress Code of normal coverage in the Rest Area. Shoes must be worn because of the terrain. If you do not have shoes, we will check our donations.

All enter here under your own risk, and Right 2 Dream Too assumes no liability for your injuries.

Any of the following are grounds for being escorted out of R2DToo:

• Alcohol or illegal drugs on the premises.
• Violence or the threat of violence on the premises.
• Sexual harassment.
• Theft of any member’s property or of R2DToo’s community property.
• Open flames.
• Smoking in tents.
• Repeated minor infractions.
• Eating/Open food in tent areas.
• Foreign Objects/Syringes/Drug Use/Smoking in the Port-A-Potties.

If we lose our Port-A-Potty service due to these infractions, our service to everyone will be halted.
Addendum C:
Stakeholders Contact List
<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Organization</th>
<th>Phone</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adamsick</td>
<td>Claire</td>
<td>City of Portland - Commissioner Fritz Office</td>
<td>(503) 823-6388</td>
<td><a href="mailto:claire.adamsick@portlandoregon.gov">claire.adamsick@portlandoregon.gov</a></td>
</tr>
<tr>
<td>Almeida</td>
<td>Priscilla</td>
<td>Rose Quarter</td>
<td>(503) 351-2665</td>
<td><a href="mailto:priscilla.almeida@rosequarter.com">priscilla.almeida@rosequarter.com</a></td>
</tr>
<tr>
<td>Baird</td>
<td>Kevin</td>
<td>Rose Quarter - Security</td>
<td>(503) 486-6865</td>
<td><a href="mailto:kevin.baird@rosequarter.com">kevin.baird@rosequarter.com</a></td>
</tr>
<tr>
<td>Blanchard</td>
<td>Phillip</td>
<td>Portland Police Bureau - North Precinct</td>
<td>(503) 823-5700</td>
<td><a href="mailto:philip.blanchard@portlandoregon.gov">philip.blanchard@portlandoregon.gov</a></td>
</tr>
<tr>
<td>Chandler</td>
<td>Jerry</td>
<td>R2DToo</td>
<td>(503) 572-0731</td>
<td><a href="mailto:jerry.chandler75@gmail.com">jerry.chandler75@gmail.com</a></td>
</tr>
<tr>
<td>Chandler</td>
<td>Sarah</td>
<td>R2DToo</td>
<td>(503) 688-0958</td>
<td><a href="mailto:s.n.carlston@gmail.com">s.n.carlston@gmail.com</a></td>
</tr>
<tr>
<td>Jackson</td>
<td>David</td>
<td>Portland Police Bureau - North Precinct</td>
<td>(503) 823-5700</td>
<td><a href="mailto:david.jackson@portlandoregon.gov">david.jackson@portlandoregon.gov</a></td>
</tr>
<tr>
<td>Jones</td>
<td>Keith</td>
<td>Lloyd District Community Association</td>
<td>(313) 850-5715</td>
<td><a href="mailto:keithj255@mac.com">keithj255@mac.com</a></td>
</tr>
<tr>
<td>Lange</td>
<td>Wade</td>
<td>Lloyd Enhancement Services District</td>
<td>(503) 488-7104</td>
<td>wlangemanagingassets.com</td>
</tr>
<tr>
<td>Lyons</td>
<td>Adam</td>
<td>NECN/Eliot Neighborhood</td>
<td>(503) 388-5070</td>
<td><a href="mailto:adam@necoalition.org">adam@necoalition.org</a></td>
</tr>
<tr>
<td>Mann</td>
<td>Amanda</td>
<td>Rose Quarter</td>
<td>(713) 726-6446</td>
<td><a href="mailto:amanda.mann@rosequarter.com">amanda.mann@rosequarter.com</a></td>
</tr>
<tr>
<td>Miller</td>
<td>Brad</td>
<td>Union Pacific</td>
<td>(713) 726-6446</td>
<td><a href="mailto:bsmiller@up.com">bsmiller@up.com</a></td>
</tr>
<tr>
<td>Montez</td>
<td>Gabe</td>
<td>Rose Quarter</td>
<td>(503) 509-2450</td>
<td><a href="mailto:gabe.montez@gmail.com">gabe.montez@gmail.com</a></td>
</tr>
<tr>
<td>Mowry</td>
<td>Judith</td>
<td>OEHR</td>
<td>(503) 823-4420</td>
<td><a href="mailto:judith.mowry@portlandoregon.gov">judith.mowry@portlandoregon.gov</a></td>
</tr>
<tr>
<td>Nelson</td>
<td>Berk</td>
<td>City of Portland - Mayor’s Office</td>
<td>(503) 823-8056</td>
<td><a href="mailto:berk.nelson@portlandoregon.gov">berk.nelson@portlandoregon.gov</a></td>
</tr>
<tr>
<td>Rhodes</td>
<td>Leo</td>
<td>R2DToo</td>
<td>(503) 734-4778</td>
<td><a href="mailto:leoshare2001@yahoo.com">leoshare2001@yahoo.com</a></td>
</tr>
<tr>
<td>Shannon</td>
<td>Trillium</td>
<td>R2DToo</td>
<td>(503) 734-4778</td>
<td><a href="mailto:pdxflor@gmail.com">pdxflor@gmail.com</a></td>
</tr>
<tr>
<td>Swanson</td>
<td>Grant</td>
<td>R2DToo</td>
<td>(503) 823-4764</td>
<td><a href="mailto:usifty@gmail.com">usifty@gmail.com</a></td>
</tr>
<tr>
<td>Tompkins</td>
<td>Mary</td>
<td>ONI/Crime Prevention</td>
<td>(503) 823-4764</td>
<td><a href="mailto:mary.tompkins@portlandoregon.gov">mary.tompkins@portlandoregon.gov</a></td>
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