

## DRAFT Investigator Standards

The following are draft standards for independent investigators as required under Sec. 6(1) of enrolled HB 3377 (2019). - *Constituents?*

### (1) Eligibility to act as an independent investigator.

- a. Any independent investigator contracted with the Legislative Branch to provide services related to investigations must meet the requirement(s) of licensure under ORS 703.405; or
- b. Meet one of the exceptions under ORS 703.411. → *Research - does it violate Fed Law?*

### (2) Training requirements.

- a. Any independent investigator contracted with the Legislative Branch to provide services related to investigations must meet the following training requirements:
  - i. Receive annual training on the topic of investigations;
  - ii. Receive training specific to conducting investigations involving claims of sexual harassment; and
  - iii. Annually attend one of the trainings offered quarterly by the Legislative Equity Office.

### (3) Standards for investigation.

- a. Any independent investigator contracted with the Legislative Branch to provide services related to investigations must employ:
  - \* i. Evidence based and trauma-informed interview techniques;
  - ii. Timely best practices in investigations; and
  - iii. Interview and report writing techniques that mitigate the impacts of personal bias.

### (4) Report writing.

- a. Any independent investigator contracted with the Legislative Branch to provide services related to investigations must write their draft and final reports using the template report provided by the Legislative Equity Office.
- b. The Legislative Equity Office shall develop a template report and provide the template to all investigators contracted through the office.

### (5) Documentation.

- a. Independent investigators are responsible for creating and maintaining records that establish that they meet all investigative requirements and standards established by the Legislative Branch.
- b. Independent investigators must provide documentation and records related to these standards and requirements upon request to the Legislative Equity Office.
- c. Independent investigators are responsible for providing additional information for the purposes of updating records related to this rule held by the Legislative Equity Office.



## **Is the 10% tied to the Justice Reinvestment offender population?**

No. Crime victims served through the 10% are not expected to be tied to—or the victims of—offenders who are part of the HB 3194 population or are being served through Justice Reinvestment. This is an opportunity to provide innovative services to underserved crime victims in your community.

## **Can system-based victim services programs receive funding through the 10%?**

No, but system-based victim services programs can receive funding through the other 90% of their County's Justice Reinvestment award.

## **How are applications for the 10% evaluated?**

Each grant application will be evaluated based on the following (*JR Grant Rules 213-060-0060(2)(f)*):

- Demonstrated need for the proposed services in the community to be served by the applicant with emphasis on services that target marginalized, underserved populations.
- Services address access barriers, such as but not limited to: language, literacy, disability, cultural practices and transportation issues.
- Funding increases capacity for areas where services are difficult to access, limited or non-existent.
- Demonstration that the award will be invested in trauma-informed services.
- Data collection, including but not limited to, demographic information of victims served.

## **How do I find a community-based nonprofit victim services program that serves my county?**

Many community-based nonprofit victim services programs serve multiple counties. The following statewide organizations can help you get in touch with your local programs:

Oregon Coalition Against Domestic and Sexual Violence

<http://ocadsv.org/looking-help>

Oregon Mothers Against Drunk Driving

<http://www.madd.org/local-offices/or/>

Oregon Network of Child Abuse Intervention Centers

<http://www.childabuseintervention.org/our-centers/services-by-center>

Parents of Murdered Children

<http://www.pomc.com/portland/index.htm>

Shannon Sivell – Department of Justice contact (503-378-5348)

<http://www.doj.state.or.us/victims/pages/contact.aspx>



# FREQUENTLY ASKED QUESTIONS

## JUSTICE REINVESTMENT FUNDS – 10% FOR COMMUNITY-BASED VICTIM SERVICES

While nearly half the country has engaged in a Justice Reinvestment processes, Oregon is the first state to dedicate at least 10% of Justice Reinvestment funds to victim services programs. HB 3194 specifically stated that funding would be directed to community-based victim services. This FAQ will answer questions you may have about that funding.

### What are Community-based Nonprofit Victim Services Programs?

Community-based nonprofit victim services programs provide comprehensive services to victims, such as accessing safe emergency shelter, crisis counseling, court and medical accompaniment, safety planning, obtaining protective orders, and applying for benefits. Programs may also provide support groups, assistance in returning to school, finding living wage jobs, support finding safe and affordable housing, family support services, and prevention classes.

Services are available before, during, and after a criminal case. Services are also available if the victim hasn't reported to law enforcement and if there is no criminal case at all.

#### Community-based Victim Services

- Assist victims who report the crime as well as victims who do not
- Provide advocacy to help victims rebuild their lives (crisis line; emergency shelter; crisis counseling; safety planning; support groups; education and violence prevention; advocacy; assistance navigating criminal justice, civil justice and human services processes)
- Services are focused on victim safety, empowerment, and restoration
- Services are available on an on-going basis.

#### System-based Victim Services

- Assist victims whose cases are processed through the justice system
- Provides advocacy to help victims access their rights (information; notification of court proceedings; court accompaniment; assistance with victim impact statements, restitution and applying for compensation)
- Services are focused on victim safety and access to justice system and case-specific information
- Services are typically limited to the duration of the criminal justice process

### What are examples of community-based victim services?

Community-based victim services should have serving victims of crime as part of their mission statement. Examples of community-based nonprofit victim services programs include domestic and sexual violence services programs, services for murder victim family members, assistance for victims of DUII-related crashes, services for child victims, and restorative justice programs (if appropriate).



Dear Fellow Shelter Participants,

During the course of our last few "House Meetings" we have been told that due to **lack of resources and/or funding** we should pursue every possible avenue on our own to make steps to get out of homelessness. I feel statements like this shifts the burden of responsibility away from the shelter staff, and Transition Projects Inc. as a whole and puts it back on us, people who have been identified as experiencing chronic homelessness, and have experienced intense trauma related to our experiences on the streets, after all, if we knew how to get out of homelessness we would have done it, and, in fact, that is why we placed our hope in participating in the Navigation Center to begin with.

Next time anyone from Transition Projects Inc., tells you they don't have resources please point out these facts:

1. From 2011 to 2017 TPI's revenue has increased over 300% from \$5.5 million to \$17.2 million. See:  
<https://projects.propublica.org/nonprofits/organizations/930591582>
2. During this period of exponential expansion and profitability for Transition Projects Inc. **Homelessness has actually INCREASED!** According to the ~~JOINPDX~~ website: **"In Multnomah County, homelessness has increased 10% since the last count, growing from 3,801 in 2015 to 4,177 in 2017."**
3. In 2018 TPI received \$2,003,111.00 in funding directly from HUD through the local CoC. This does not include other public funding it has received from state and local municipalities. Taken from:  
[www.hudexchange.info/GRANTEES/ALLOCATIONS-AWARDS](http://www.hudexchange.info/GRANTEES/ALLOCATIONS-AWARDS)
4. Another \$1 million was given to TPI from the Joint Office of Homelessness specifically to run the Navigation Center. Keep in mind that all food, clothing etc. is DONATED and does not incur upon any of that money. Source: Multnomah County website

Ask yourselves...if TPI keeps getting more money, keeps growing, keeps getting bigger but Homelessness is getting worse, why are we continuing to give TPI money for homeless services if they aren't solving any problems????

It's like giving a raise to the guy who always calls in sick and blames everyone else for things not being done right.

**Do your research, know the facts!**





TPI Employee Anon  
Hoffman's

20 # 1023778

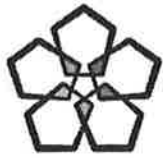
Daniel Hoffman's  
HMIS Data  
From: Transition Projects TAC

Provider	Date Effective	Activity Date	Activity Code	End Date	Notes
Transition Projects (TPI) - Agency - SP (19)	11/18/2019 2:14:35 AM	11/18/2019	Night Out - Unexcused		7th Unexcused night out left building at 2:00 am to smoke without permission. This pt should've been exited at 6 Dp
Transition Projects (TPI) - Agency - SP (19)	11/17/2019 3:19:00 PM	11/17/2019	Memo		on 11/16/2019 pt was distributing fliers on all the tables about his activist group. 11/17/2019 was again putting "new" fliers in the awake space. - DA
Transition Projects (TPI) - Agency - SP (19)	11/09/2019 4:40:26 PM	11/09/2019	Memo		PT was having another PT take his picture and staff asked him to please not take pictures it violates the confidentiality of all the other participants here. PT became argumentative, and challenged the rule saying it is not in our rules and guidelines. Staff also overheard him telling other PT's he is looking into pressing charges against the RDNC, because our cameras are recording always and sending live feed outside of the shelter the PT claims. -RAB-
Transition Projects (TPI) - Agency - SP (19)	11/01/2019 2:45:03 AM	11/01/2019	Memo		Did not exit Anon until he has the opportunity to connect with staff about his mental health -MLF
Transition Projects (TPI) - Agency - SP (19)	10/31/2019 11:50:23 PM	10/31/2019	Night Out - Unexcused		Unexcused Night Out. -RAB-
Transition Projects (TPI) - Agency - SP (19)	10/31/2019 2:18:49 AM	10/31/2019	Memo		Although previously undocumented in SP, Anon often comes up to staff concerned that we are talking about him negatively and that he can hear us talking about him from his bed. Staff attempts to re-assure him that we are not, but he walks away unconvinced. -MLF
Transition Projects (TPI) - Agency - SP (19)	10/31/2019 2:11:40 AM	10/30/2019	Night Out - Unexcused	10/31/2019	See below post. Anon left around 1am. -MLF
Transition Projects (TPI) - Agency - SP (19)	10/31/2019 2:10:38 AM	10/31/2019	Warning		Around 1am, the emergency exit door on the left of the sleeping pods was activated. Staff was unable to confirm who activated it at the time, but suspected it was Anon1023778 because he was in the shelter before the incident but was now nowhere to be found and that door was right by his bed.
Transition Projects (TPI) - Agency - SP (19)	10/29/2019 11:16:18 AM	10/29/2019	Memo		We later asked KO155464 #100 if he saw anything and he confirmed that Anon left through that door. He said that previous to this Anon was talking about how staff was "trying to get him kicked out of here" and that he was kicking walls. -MLF-
Transition Projects (TPI) - Agency - SP (19)	10/28/2019 12:23:12 AM	10/25/2019	Night Out - Unexcused	10/28/2019	PT met with Jen L CM and became demanding and rude and condescending. I asked him to leave the room and he refused at first, I asked again for him to leave the meeting room. He told me "you are a horrible woman" "I want to file a grievance on her"
Transition Projects (TPI) - Agency - SP (19)	10/24/2019 11:38:53 PM	10/24/2019	Night Out - Unexcused		Left at 12:30am. -MLF Unexcused Night Out. -RAB-
Transition Projects (TPI) - Agency - SP (19)	10/23/2019 11:39:42 PM	10/23/2019	Night Out - Unexcused	10/24/2019	Absent - WDK
Transition Projects (TPI) - Agency - SP (19)	10/22/2019 11:52:45 PM	10/22/2019	Night Out - Unexcused		Absent -MLF
Transition Projects (TPI) - Agency - SP (19)	10/21/2019 11:33:48 AM	10/21/2019	Memo		Per Matt, please do not ask DH1023779 for any more intake information or paperwork to be completed. This will be addressed by management later this week. LH
Transition Projects (TPI) - Agency - SP (19)	10/19/2019 7:55:07 PM	10/19/2019	Memo		PT's ROI and Intake were shredded prior to being scanned. Staff was informed there was no attachment in his SP by an IT audit and have been asked to re-do this paperwork. PT is non-compliant with this request and refusing to sign anything. Since the PT did, at one point, sign all of this paperwork (despite us not having it) he'll be allowed to stay at least until Monday where he can meet with Paul to discuss options. -DA
Transition Projects (TPI) - Agency - SP (19)	10/11/2019 11:56:39 PM	10/11/2019	Memo		DH1023778 - Has voiced a concern regarding the locking of the bathrooms. "this violates the core beliefs of what makes TPI, TPI." - WDK
Transition Projects (TPI) - Agency - SP (19)	10/11/2019 5:37:33 AM	10/11/2019	Memo		DH1023778 #99 reported that the two other PT's in his corner have been parking their wheelchairs in front of his ladder. -MLF
Transition Projects (TPI) - Agency - SP (19)	10/01/2019 9:50:25 AM	10/01/2019	Memo		DH(1023778)#99 has permission to stay in the dorm today. He is sick. - AV
Transition Projects (TPI) - Agency - SP (19)	09/27/2019 2:11:00 AM	09/26/2019	Night Out - Unexcused	09/27/2019	MLF,
Transition Projects (TPI) - Agency - SP (19)	09/26/2019 4:02:10 AM	09/26/2019	Memo		We talked to DH1023778 about wearing a TPI hat inside the building, citing our concerns that he might be mistaken for a staff member while wearing it. We reached the resolution that he would put some tape over the logo. -MLF
Transition Projects (TPI) - Agency - SP (19)	11/18/2019 2:14:35 AM	11/18/2019	Night Out - Unexcused		7th Unexcused night out left building at 2:00 am to smoke without permission. This pt should've been exited at 6 Dp

Transition Projects (TPI) - Agency - SP (19)	11/17/2019 3:19:00 PM	11/17/2019	Memo		on 11/16/2019 pt was distributing fliers on all the tables about his activist group. 11/17/2019 was again putting "new" fliers in the awake space. -DA
Transition Projects (TPI) - Agency - SP (19)	11/09/2019 4:40:26 PM	11/09/2019	Memo		PT was having another PT take his picture and staff asked him to please not take pictures it violates the confidentiality of all the other participants here. PT became argumentative, and challenged the rule saying it is not in our rules and guidelines. Staff also overheard him telling other PT's he is looking into pressing charges against the RDNC, because our cameras are recording always and sending live feed outside of the shelter the PT claims. -RAB-
Transition Projects (TPI) - Agency - SP (19)	11/01/2019 2:45:03 AM	11/01/2019	Memo		Did not exit Anon until he has the opportunity to connect with staff about his mental health -MLF
Transition Projects (TPI) - Agency - SP (19)	10/31/2019 11:50:23 PM	10/31/2019	Night Out - Unexcused		Unexcused Night Out. -RAB-
Transition Projects (TPI) - Agency - SP (19)	10/31/2019 2:18:49 AM	10/31/2019	Memo		Although previously undocumented in SP, Anon often comes up to staff concerned that we are talking about him negatively and that he can hear us talking about him from his bed. Staff attempts to re-assure him that we are not, but he walks away unconvinced. -MLF
Transition Projects (TPI) - Agency - SP (19)	10/31/2019 2:11:40 AM	10/30/2019	Night Out - Unexcused	10/31/2019	See below post. Anon left around 1am. -MLF
Transition Projects (TPI) - Agency - SP (19)	10/31/2019 2:10:38 AM	10/31/2019	Warning		Around 1am, the emergency exit door on the left of the sleeping pods was activated. Staff was unable to confirm who activated it at the time, but suspected it was Anon1023778 because he was in the shelter before the incident but was now nowhere to be found and that door was right by his bed.  We later asked KO155464 #100 if he saw anything and he confirmed that Anon left through that door. He said that previous to this Anon was talking about how staff was "trying to get him" kicked out of here" and that he was kicking walls. -MLF
Transition Projects (TPI) - Agency - SP (19)	10/29/2019 11:16:18 AM	10/29/2019	Memo		PT met with Jen L CM and became demanding and rude and condescending. I asked him to leave the room and he refused at first, I asked again for him to leave the meeting room. He told me "you are a horrible woman" "I want to file a grievance on her"
Transition Projects (TPI) - Agency - SP (19)	10/26/2019 12:23:12 AM	10/26/2019	Night Out - Unexcused	10/26/2019	Left at 12:30am. -MLF
Transition Projects (TPI) - Agency - SP (19)	10/24/2019 11:38:53 PM	10/24/2019	Night Out - Unexcused		Unexcused Night Out. -RAB-
Transition Projects (TPI) - Agency - SP (19)	10/23/2019 11:39:42 PM	10/23/2019	Night Out - Unexcused	10/24/2019	Absent - WDK
Transition Projects (TPI) - Agency - SP (19)	10/22/2019 11:52:45 PM	10/22/2019	Night Out - Unexcused		Absent -MLF
Transition Projects (TPI) - Agency - SP (19)	10/21/2019 11:33:48 AM	10/21/2019	Memo		Per Matt, please do not ask DH1023779 for any more intake information or paperwork to be completed. This will be addressed by management later this week. LH
Transition Projects (TPI) - Agency - SP (19)	10/19/2019 7:55:07 PM	10/19/2019	Memo		PT's ROI and Intake were shredded prior to being scanned. Staff was informed there was no attachment in his SP by an IT audit and have been asked to re-do this paperwork. PT is non-compliant with this request and refusing to sign anything. Since the PT did, at one point, sign all of this paperwork (despite us not having it) he'll be allowed to stay at least until Monday where he can meet with Paul to discuss options. -DA
Transition Projects (TPI) - Agency - SP (19)	10/11/2019 11:58:39 PM	10/11/2019	Memo		DH1023778 - Has voiced a concern regarding the locking of the bathrooms, "this violates the core beliefs of what makes TPI, TPI." - WDK
Transition Projects (TPI) - Agency - SP (19)	10/11/2019 5:37:33 AM	10/11/2019	Memo		DH1023778 #99 reported that the two other PT's in his corner have been parking their wheelchairs in front of his ladder. -MLF
Transition Projects (TPI) - Agency - SP (19)	10/01/2019 9:50:25 AM	10/01/2019	Memo		DH(1023778)#99 has permission to stay in the dorm today. He is sick. - AV
Transition Projects (TPI) - Agency - SP (19)	09/27/2019 2:11:00 AM	09/26/2019	Night Out - Unexcused	09/27/2019	MLF
Transition Projects (TPI) - Agency - SP (19)	09/26/2019 4:02:10 AM	09/26/2019	Memo		We talked to DH1023778 about wearing a TPI hat inside the building, citing our concerns that he might be mistaken for a staff member while wearing it. We reached the resolution that he would put some tape over the logo. -MLF
Transition Projects (TPI) - Agency - SP (19)	09/21/2019 8:25:40 PM	09/21/2019	Memo		PT DH1023778 approached RA WDK regarding information relating to "recovery meetings/activities". WDK is in recovery and open about it to the participants at the RDNC. - WDK
Transition Projects (TPI) - Agency - SP (19)	09/17/2019 11:20:09 PM	09/17/2019	Night Out - Unexcused	09/18/2019	Night Out - Unexcused - WDK
Transition Projects (TPI) - Agency - SP (19)	09/16/2019 11:51:25 PM	09/16/2019	Night Out - Unexcused	09/17/2019	MLF

Transition Projects (TPI) - Agency - SP (19)	09/15/2019 11:28:05 PM	09/15/2019	Night Out - Unexcused	Night Out Unexcused - CW
Transition Projects (TPI) - Agency - SP (19)	09/14/2019 11:28:28 PM	09/14/2019	Night Out - Unexcused	Night Out - Unexcused - WDK
Transition Projects (TPI) - Agency - SP (19)	09/12/2019 5:17:31 PM	09/12/2019	Memo	DH1023778 filled out and handed in - Oregon Voter Registration Card. - WDK
Transition Projects (TPI) - Agency - SP (19)	09/11/2019 5:30:30 PM	09/11/2019	Memo	DH1023778 - Asked at RA Desk to be able to meet with a Case Manager as soon as possible. - WDK
Transition Projects (TPI) - Agency - SP (19)	09/11/2019 5:22:30 PM	09/11/2019	Memo	DH1023778 - Asked at RA desk for clothes from our clothing closet. A clothing request form was filled out and submit to RA desk for when the closet is up and running. - WDK
Transition Projects (TPI) - Agency - SP (19)	09/10/2019 2:06:17 PM	09/10/2019	Memo	Intake @ RDNC scheduled for Wednesday 9/11 @ 11am. - Corrine Thiem, Shelter Access Coordinator
Transition Projects (TPI) - Agency - SP (19)	08/21/2019 10:53:03 AM	08/21/2019	Memo	DH approached RC staff today to tell them about how there are multiple men who are seeking to kill him in the resource center today. He reports that he stole 35,000 dollars worth of cannabis 2 years ago, and the men who are here work for the person he stole from.
Transition Projects (TPI) - Agency - SP (19)	08/06/2019 12:43:35 AM	08/05/2019	Night Out - Unexcused	RC staff offered to escort DH through the building to let him exit on the Hoyt/Broadway Corner
Transition Projects (TPI) - Agency - SP (19)	08/05/2019 2:48:58 AM	08/04/2019	Night Out - Unexcused	2nd "U" 30 Day Non-Use Exclusion
Transition Projects (TPI) - Agency - SP (19)	08/02/2019 7:41:29 PM	08/02/2019	Night Out - Excused	1st UNO
				ENO on 8/2/19-8/3/19...PM





**PROSPER  
PORTLAND**  
Building an Equitable Economy

**DATE:** July 18, 2018  
**TO:** Board of Commissioners  
**FROM:** Kimberly Branam, Executive Director  
**SUBJECT:** Report Number 18-34  
Update on the Oregon Harbor of Hope Portland Homeless Navigation Center

#### **BRIEF DESCRIPTION OF INFORMATION ITEM**

No action is requested; information only.

At the July 18, 2018 Prosper Portland Board of Commissioners (Board) meeting, staff will provide an update on the status of efforts to locate the Oregon Harbor of Hope (OHOH) Portland Homeless Navigation Center (Navigation Center) on Prosper Portland owned property. The Navigation Center is a temporary shelter providing short-term residency and services for up to 120 homeless persons with the goal of helping individuals transition to the next step in care, capability, and self-help (see Attachment A for a fact sheet and rendering).

Prosper Portland intends to enter into a master lease agreement with the City of Portland's Office of Management and Finance (OMF), supported by the Joint Office of Homeless Services of Multnomah County (JOHS), to provide property for OHOH to construct a Navigation Center on vacant Prosper Portland-owned property located at NW Naito Parkway adjacent to and under the Broadway Bridge. For more details about the property (commonly known as the Broadway Bridge Site), see Attachment B. Since the term of the master lease is anticipated to be terminable in less than five years, the Prosper Portland executive director has the authority to execute the transaction; however, staff would like to provide a formal update to the Prosper Portland Board at their July meeting.

#### **STRATEGIC PLAN ALIGNMENT AND OUTCOMES**

While the services provided by the Navigation Center do not directly meet Prosper Portland 2015-2020 Strategic Plan goals, the master lease will allow Prosper Portland to partner with private and municipal partners to address one of Portland's most pressing challenges.

#### **BACKGROUND AND CONTEXT**

Prosper Portland acquired the Broadway Bridge Site in 1987 as part of the broader Union Station acquisition. Over time, Prosper Portland dispositions of the broader property portfolio have led to several successful redevelopment projects, including Station Place Garage, Courtyard Marriott, The Yards, Station Place Tower, and Ziba Design Studio. Since 2000, Prosper Portland has partnered with several development partners to invest in and redevelop the Broadway Bridge Site, none of which led to ultimate investment and development. More recently, staff has characterized this property as a Mission Related Investment in the agency's Financial Sustainability Plan, but did not have any immediate or pending disposition plans. The Broadway Bridge Site is included as part of Prosper Portland's Broadway Corridor study area. The Broadway Corridor development and master planning work, which is



anticipated to conclude in 2019, does not currently contemplate the Broadway Bridge Site as a phase one development opportunity.

In early 2018, OHOH contacted the Office of the City of Portland Mayor Ted Wheeler indicating their interest in locating the Navigation Center on the Broadway Bridge Site. Staff from Prosper Portland, the Mayor's Office, OMF, JOHS, and OHOH has since negotiated general terms to temporarily locate and operate the Navigation Center on this site. As currently contemplated, Prosper Portland and OMF will execute a master lease agreement, with an initial term of two years, with three one-year options to extend for a maximum five-year lease term. This maximum lease term is critical to not impacting the broader community and agency goals of redevelopment of the Broadway Corridor area. OMF will then sublease the land to OHOH for the construction and operation (with their partner, Transition Projects) of the Navigation Center. Operations, maintenance, and security will be collectively managed between OMF, JOHS, OHOH, and Transition Projects, with little to no involvement by Prosper Portland.

Working under an existing long-term agreement between Prosper Portland and the Oregon Department of Environmental Quality (DEQ), OHOH will be responsible for any necessary site remediation work, including ensuring that any site work is in compliance with the existing Record of Decision, which requires the installation of engineered capping at the site to restrict occupant contact with subsurface contamination. Prosper Portland staff is working in cooperation with DEQ and OHOH to ensure these requirements are met.

Additionally, Prosper Portland is working with the City of Portland Bureau of Development Services and the Portland Bureau of Transportation to construct a curb cut along NW Naito Parkway for access to the Broadway Bridge Site and working with OHOH as they seek to resolve potential right-of-way and setback concerns. While Prosper Portland will not be responsible for any direct costs associated with site preparation or construction of the Navigation Center, staff will continue to provide ongoing support through bureau coordination to ensure policy and regulatory compliance.

After the master lease between Prosper Portland and OMF and the operating lease between OMF and OHOH are executed; permitting issues have been addressed; and environmental issues fulfilled; OHOH will operate the Navigation Center safely and securely for up to five years, after which the Broadway Bridge Site will again be available for Prosper Portland to accommodate future, permanent development that meets community and economic development priorities.

### **EQUITY IMPACT**

The Navigation Center will provide short-term shelter and supportive service opportunities for up to 120 persons of all ages and circumstances to embark on a path to permanent shelter and productive, healthy lives. By executing a master lease, Prosper Portland will allow OHOH and its partners to provide support and services to some of the city's most vulnerable and marginalized individuals.

### **ATTACHMENTS**

- A. Fact Sheet and Rendering
- B. Property Information – Broadway Bridge Site







## NAVIGATION CENTER FACT SHEET

April 19 2018

Oregon Harbor of Hope (OHOH) is developing a new resource to serve Portland's growing population of homeless citizens - the Navigation Center.

The Navigation Center is a temporary shelter, providing short-term residency with the goal of helping people transition to the next step in care, capability and self-help. The Navigation Center is made possible by a generous gift from Portland philanthropists Tim and Mary Boyle.

### The Structure:

- This portable, "tension" structure is a composite, fabric membrane made by Sprung Inc. a Utah-based company. See Sprung shelter projects at:  
<http://www.sprung.com/structures/municipal-buildings/homeless-shelters/>
- The 60'x150' structure will sit on a concrete pad and provide approximately 9,000 SF of dormitory-like sleeping space.
- The double shell insulated structure will be fully heated and air conditioned providing a safe, warm setting for its residents. Sprung nonresidential structures currently exist in the Portland area in a number of locations, including at Portland International Airport, on the Intel campus, and at a church in Tigard.
- The cities of San Francisco, San Diego and Fresno currently utilize Sprung structures as part of their strategy to shelter and transition their homeless citizens.
- See San Francisco navigation center plans at:  
<http://www.sfexaminer.com/bayshore-boulevard-navigation-center-approval-sf-planning-commission/>

**Capacity:** 100-120 guests



**Timeline:** The center can be constructed in two months and is scheduled to open in fall 2018

**Cost To Build & Operate:**

The total development cost for the Navigation Center is estimated to be \$1.5 – to \$2.0 m. Annual operating costs are projected at \$1.5 to \$2.5 m per year depending on the level of services offered.

- Most construction, materials and equipment for the center will largely be provided through in-kind services and donations.
- The proposed site for the Navigation Center is a parcel of land underneath the west end of the Broadway Bridge, between Naito Parkway and Union Station. The site will be leased to OHOH by Prosper Portland (formerly the PDC, the City of Portland redevelopment agency), the current property owner.
- Oregon Harbor of Hope is and will continue to engage the local neighborhood to ensure the facility becomes an asset to the community. Safety, security, and public acceptance are of paramount importance to ensure the Navigation Center is successful.
- Hygiene facilities includes a 2,500 square modular unit (previously built but not used) with showers, toilets, and laundry facilities and will be leased by the City of Portland to OHOH. On site meals (breakfast & dinner) will be provided each day to all residents.

**Operations & Programming:**

- The initial program will accommodate adult men, women and couples.
- OHOH is working with “navigators” in many local social service organizations to set up an effective service delivery system, including access to medical care, mental health support, and job training. It is likely the Navigation Center will be divided into areas dedicated to assessment, counseling, a community space, secure sleeping and storage and will accept dogs/pets.
- The operator of the facility will be selected through a competitive selection process to assure professional management, effective service coordination, and the level of navigation envisioned by Oregon Harbor of Hope. A check-in and registration system off-site will be developed.



**House Rules:**

- No smoking, drug use or alcohol will be allowed onsite.
- Camping will not be allowed outside the facility, which is located within the downtown Clean and Safe District.

**Security:**

- The Navigation Center will include a community garden, and be protected by a landscaped, cyclone fence to assure safety for the guests and the neighborhood. Security will be 24 hours a day both inside the facility and outside the fence in the immediate neighborhood.
- OHOH is working with the Portland Police Bureau, Portland Police Union and the affiliated Service Coordination Team to assure safety.
- OHOH will sign a “Good Neighbor Agreement” with nearby residents, property owners and business owners before the Navigation Center opens.

**Broadway Bridge Ramp site Navigation Center & Temporary Shelter rendering**






OREGON HARBOR OF HOPE  
 NAVIGATION CENTER AND  
 TEMPORARY SHELTER





**Property Information – Broadway Bridge Site**

Property Stats			
Property Name / AKA	Broadway Bridge Site	One Waterfront North & South	
Property Description	Vacant fenced land		
Address(s)	NW Naito Parkway		
RNumber(s)	R508394; R508395		
Tax Lot Description	PARTITION PLAT 2001-69, LOT 1 LYING SELY OF NWLY R/W OF BROADWAY BRIDGE; PARTITION PLAT 2001-69, LOT 1 LYING NWLY OF NWLY R/W OF BROADWAY BRIDGE		
Photo / Aerial			
URA	North: River District; South: Downtown Waterfront		
Zoning / Map	North: EX-Central Employment, d-Design Zone; South: EX-Central Employment, d-Design Zone & CX-Central Commercial, d-Design Zone		
Lot Size	1.97 acres (86,015 sq ft)		
Building SF	0 sq ft		
Acquisition Date	October 22, 1987 (part of the Union Station Acquisition)		
Property Management			
Internal/External Management	Internal		
Development Lead/PM	Eric Jacobson		
Project Team	Ian McLeod; Ember Breckenridge		
Holding Plan	Manage & maintain the property in a way that minimizes risks and holding costs, while maintain it in a clean and respectable manner. Provide maintenance, landscape, fencing, and security.		
Interim Activity Strategy	Available for interim use, such as parking, events, and construction staging.		
Utilities	There are no active utilities on site.		
Due Diligence			
Appraisal (most current)	April 21, 2016; 8,770,000; Integra		
ALTA / As-Built	<input checked="" type="checkbox"/> ATLA	Date: 2008	<input type="checkbox"/> As-Built      Date:
Title Report	Date: June 2, 2015		Company: Chicago Title
Title Easements / Agreements	See attached title report		
Site Constraints	No direct vehicle access from NW Naito Parkway onto property; requires accessing over northern property owners property.		
Environmental (Key docs)	Record of Decision (DEQ, June 1998) Contaminated Media Management Plan (Hart Crowser, January 2011)		
Environmental Background	Shallow soil contamination is present in shallow soil due to historical railroad use		





	and is currently enrolled in the Oregon Department of Environmental Quality's (DEQ's) Voluntary Cleanup Program. PDC has conducted numerous studies to characterize the contamination. The DEQ Record of Decision (ROD) and Contaminated Media Management Plan (CMMP) outline the actions required to remediate the contamination. The ROD and selected environmental remedy for the site require the installation of a protective environmental cap. At a minimum, the cap must consist of demarcation fabric overlain by two (2) feet of clean fill or hardscape features associated with redevelopment. An estimated protective cap construction cost for the One Waterfront Lots is approximately \$170,000.
<b>Approvals/Plans/Resolutions</b>	
FIC Approval(s)	
Board Approval(s) & Resolution(s)	Acquisition: Acquired in 1987 via Warranty Deed from Portland Terminal Railroad Company as part of a 31-acres redevelopment opportunity in connection with the River District and DTW URA Plans.
Plan(s)	River District URA Plan; Downtown Waterfront URA Plan
Framework(s)	
Financial Sustainability Goal	Dispose
2015-2020 Prosper Portland Strategic Goal	Objective 1: Create Healthy, Complete Neighborhoods Throughout Portland
Equity Goal	
<b>Current Agreements</b>	
Permit(s) / Lease(s)	None
LOI / MOU / DDA / PSA	None
Obligations	None
<b>Additional Information</b>	
Appraisal(s) (additional)	a) December 09, 2014; \$6,880,000; Integra b) November 15, 2007; \$5,200,000; Integra
Notes	





# Oregon

Kate Brown, Governor

## Department of Environmental Quality

Northwest Region  
 700 NE Multnomah Street, Suite 600  
 Portland, OR 97232  
 (503) 229-5263  
 FAX (503) 229-6945  
 TTY 711

June 25, 2018

*via electronic delivery*

TO: Whom it may concern:

RE: Proposed Temporary Capping/Development  
 Harbor of Hope, to be located on  
 Union Station – Parcel A North  
 Site ID No. 1962

Oregon Department of Environmental Quality (DEQ) Northwest Region Cleanup staff have reviewed preliminary plans for construction of the Harbor of Hope Navigation Center on Lot 2 of the Union Station – Parcel A North property owned by Prosper Portland. Based on information provided in a June 22 email, DEQ is comfortable that capping measure proposed as part of site development will be protective of public health and the environment if properly constructed and maintained. We understand that the development is not intended as a permanent site feature, and that capping does not constitute the final site remedy.

The subject property contains elevated metals and petroleum constituents in soil that pose an unacceptable risk to public health, specifically future site residents. Under a Record of Decision issued for the entirety of the Parcel A North property in 1998, the site environmental remedy requires capping with hardscape and/or clean fill to isolate contamination from future site users. DEQ has been informed that Harbor of Hope will be developed on the site to support Portland's houseless community. A construction schematic and accompanying details (June 22 email) indicate that the development will be underlain by a combination of hardscape (asphalt and/or concrete) and softscape (demarcation layer and a minimum of 1 foot of clean fill). Both are acceptable to DEQ as temporary capping measures. Note that DEQ will require annual inspection of capping elements on an annual basis during the life of the facility, in particular focusing on softscape areas where erosion might occur. If operation of the Navigation Center extends beyond the contemplated "temporary" period of use, for example exceeding a period of five years, it will be necessary to engage DEQ and assess whether capping features need to be enhanced to fulfill permanent cap requirements outlined in the 1998 ROD and 1999 Remedial Action Plan approved by DEQ.

We understand that a work plan will be submitted for DEQ review and approval prior to the initiation of any site construction work, outlining the specifics of cap construction, soil management (utilizing the existing Contaminated Media Management Plan), a Health and Safety Plan, a Cap Inspection and Maintenance Plan, and any other relevant material. Final DEQ approval of the proposed temporary cap will be issued following review and approval of the work plan.

Please note that Cleanup Program staff will handle the erosion and sediment requirements associated with the 1200-C construction stormwater general permit. All of the substantive requirements of the permit will need to be met, but permit coverage will not be issued or fees charged. Please contact us to discuss this matter further.

Exhibit C

Copy of DEQ's June 25, 2018 Letter re: Approval of Remediation for Temporary Use

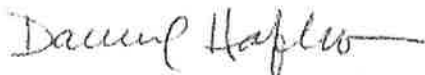
(See Attached)

June 25, 2018

Page 2

During my absence from the office June 26 through July 18, NWR Cleanup Manager Paul Seidel will be point-of-contact for DEQ. Paul can be reached at 503-229-5614 or [seidel.paul@deq.state.or.us](mailto:seidel.paul@deq.state.or.us).

Sincerely,



Daniel Hafley, Hydrogeologist  
Northwest Region Cleanup Section

Ec: Paul Seidel, DEQ  
Christine Svetkovich, DEQ  
Nina DeConcini, DEQ  
Cheryl Grabham, DEQ  
Colin Polk, Prosper Portland  
Mark Havighorst, Farallon

Cc: NWR Cleanup Files, ECSI# 1962



**MASTER LEASE**  
**BROADWAY BRIDGEHEAD SITE**

THIS MASTER LEASE (this "Lease") is effective as of February 4, 2019, between Prosper Portland, the duly designated urban renewal agency of the City of Portland ("Lessor") and the City of Portland, Office of Management and Finance - Facilities ("Lessee") (individually, each a "Party" and collectively, "Parties").

**RECITALS**

- A. Lessor holds title to the real property referred to as the Broadway Bridgehead site consisting of approximately 1.97 acres of property comprised of two parcels, tax account nos. R508394 and R508395, as is depicted on Exhibit A hereto (the "Property").
- B. Lessee intends to utilize the Property by subleasing it to Oregon Harbor of Hope, the assumed business name of Oregon Trail of Hope, a 501(c)(3) non-profit corporation ("Sublessee") pursuant to a written sublease described more particularly in Section 1.2 (the "Sublease").
- C. Lessee desires to lease the Property in order to facilitate Sublessee's installing and maintaining a temporary shelter and intensive case management facility consisting of a shelter and intensive case management facility (including, without limitation, the provision of medical, dental, drug and alcohol treatment and veterinary services) and approved ancillary and incidental uses (such as parking and landscaping), as depicted on Exhibit B hereto (collectively, the "Leased Purpose" or "Navigation Center"). Lessee's use of the Property shall be for the sole benefit of Lessee.
- D. As described in Section 8, the "Outside Termination Date" of this Lease is December 31, 2023, and no extensions, delays, or any other reasons whatsoever can extend that date. Although Lessor has agreed to consent to the use of the Property for the Leased Purpose on a temporary basis, it is critical that the Lease and Sublease terminate and that possession is restored to Lessor by that Outside Termination Date for, among other reasons, the following:
- (i) As explained by the Oregon Department of Environmental Quality ("DEQ") in its letter dated June 25, 2018, attached as Exhibit C hereto, DEQ's approval of Sublessee's proposed environmental remediation of the Property is predicated on the assumption that the use of the Property for the Leased Purpose will not exist for more than 5 years. DEQ approved the anticipated environmental remediation activities pursuant to a procedure that applies only to temporary uses, and it indicated that the proposed remediation is not sufficient if the Navigation Center is to be permanently located on the Property.
  - (ii) The Property is an important part of Lessor's planned Broadway Corridor development and was included in the November 2017 Broadway Corridor Request

for Qualifications. Failure to regain possession of the Property in a timely manner could jeopardize Lessor's ability to utilize the Property to further the affordable housing, job creation, and the other goals of the Broadway Corridor development.

- (iii) Lessee acknowledges that Lessor is currently working with the Federal Railroad Administration to secure grant funding for a potential future expansion of rail facilities at the Union Station property (the "Rail Project"), which Lessor understands may be contingent upon the ready availability of land for this expansion.

NOW THEREFORE, in consideration of the mutual promises contained herein and the performance thereof, the Parties agree to the following:

## AGREEMENT

### 1. GRANT OF LEASE

- 1.1. Limited Purpose. Lessee and its Sublessee and the invitees of the Sublessee shall have the right to enter upon and use the Property solely for the Leased Purpose, and consistent with a Sublease that Lessee shall administer. The Lessee shall not allow the Leased Purpose until the Sublease has been executed by both Lessee and Sublessee following Lessor's approval of the form and substance of the Sublease, which approval shall not be unreasonably withheld. Lessee shall also provide Lessor a copy of the executed Sublease.
- 1.2. Permits and Authorizations. Lessee shall be responsible for confirming that Sublessee has obtained any required permits or authorizations necessary to allow the Leased Purpose on the Property, including written consent of Multnomah County regarding any of its rights relating to the Broadway Bridge.
- 1.3. No Representations or Warranties. Lessor makes **no representations or warranties whatsoever** as to the suitability of the Property for the Leased Purpose, the availability of utilities, acceptable title, or otherwise.
- 1.4. Lessee Remains Responsible for Passed-Through Obligations. Lessor acknowledges that Lessee may contract with Sublessee with regard to responsibility for damages, maintenance, security, expenses, or the performance of other obligations of Lessee under this Lease. Nevertheless, the Lessee shall remain primarily and directly responsible for damages, maintenance, security, expenses and performance of all obligations of this Lease and the covenants made to Lessor herein regardless of whether Lessee passes on certain obligations to Sublessee pursuant to the Sublease.
- 1.5. Lessor's Review and Approval of Sublease. Lessee agrees that it shall provide a draft version of the Sublease to Lessor before the Sublease is executed for Lessee's review, comment and approval in its reasonable discretion. The executed Sublease shall be consistent in all respects with this Lease and the draft Sublease approved by Lessor. Lessee shall provide Lessor with prior written notice of any amendments or modifications of the Sublease and any such amendments or modifications shall also be



subject to Lessor's review, comment and approval in its reasonable discretion.

## 2. GENERAL CONDITIONS OF LEASE

Access to and use of the Property is in its "AS IS" condition. Lessor has no liability to Lessee, Sublessee, or Lessee's agents, guests, visitors and invitees for any damage or injury caused by the condition of the Property. Lessee is required to keep the Property in a clean, sanitary and neat condition at all times. To minimize impacts to surrounding properties, Lessee will remove and dispose of all trash and debris on the sidewalks and/or public right of way that surrounds the Property. Lessee will keep the sidewalks and or right of way 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 placed at the Property, fence or landscape at the Property, without the written consent of the Lessor. Smoking is not permitted on the Property. Any food services at the Property must comply with Multnomah County health regulations. No consumption, possession or sale of alcoholic beverages or cannabis is permitted on the Property. No illegal controlled substances shall be possessed, used or sold at the Property, and no medical or recreational cannabis 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, truck, motorcycle, moped) repair, maintenance, parking or storage is permitted, except as reasonably necessary to engage in the Leased Purpose; vehicles in active use for delivery or service are permitted at the Property only during the period of such delivery or service. It shall be Lessee's responsibility to ensure that Property management and responsibility in this section is assigned to Sublessee through the Sublease, who is then expected to contract with Transition Projects, Inc. to handle operational aspects of the Leased Purpose consistent with the Sublease. However, regardless of whether or not Lessee passes obligations in this or other paragraphs to Sublessee under the Sublease, Lessee shall be directly and primarily responsible under this Lease for performance of all obligations.

## 3. FUNDING.

- 3.1. Funding. Lessor has agreed to provide Lessee (which hereby designates Sublessee as the direct recipient of such funding from Lessee) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) (the "Allowance") to cover actual costs and expenses associated with the removal and disposal of contaminated soil (or other environmental remediation costs) in connection with the Leased Purpose (the "Reimbursable Work"), in recognition of savings that may be realized in connection with a subsequent development of the Property due to removal of certain contaminated soil. This Allowance will be transmitted to Sublessee upon Sublessee providing to Lessee a) written certification from the Oregon Department of Environmental Quality (DEQ) that Sublessee's proposed remedial action plan (RAP) for the Navigation Center complies the June 1998 DEQ Record of Decision pertaining to the Property and all other statutory or regulatory requirements, b) written documentation that contractors performing Reimbursable Work have been fully paid and their contractor liens are satisfied and/or released, c) written documentation that Sublessee complied with the Oregon prevailing wage rate law (ORS 279C.800 to ORS 279C.870) to the extent it is

applicable, including monitoring and handling of all paperwork and compliance matters whatsoever, and d) Lessee confirms that Sublessee is in compliance with all performance requirements in the Sublease and that the actions described in the preceding clauses (a) through (c) have occurred to Lessee's satisfaction.

- 3.2. Allowance Request. When Sublessee makes a request for the Allowance to Lessee, and if Lessee has been provided any documentation required as condition of Allowance disbursement, then Lessee will forward all such Sublessee documentation to Lessor and will inform Lessor whether Sublessee is or is not in compliance with performance requirements in the Sublease and has taken the actions described in the preceding clauses (a) through (c) of Section 3.1 above to Lessee's satisfaction.

#### 4. CONDITION OF PROPERTY

- 4.1. Remedial Action Plan. Lessee shall comply with, or cause Sublessee's compliance with, the Remedial Action Plan for the Property approved by the Oregon DEQ as of September 14, 2018 (the "RAP"), together with all other applicable regulatory or governmental directives.
- 4.2. Removal of Personal Property. Lessee shall, upon completion of its activities, ensure that all persons (including any invitees of Sublessee) and personal property is removed from the Property except to the extent expressly permitted in writing by Lessor and that the Property is in a clean, sanitary, and safe condition upon the restoration of possession to Lessor.
- 4.3. No Costs Borne by Lessor. No costs or expenses whatsoever in connection with the Leased Purpose or the development, construction, due diligence, operation, or maintenance of the Navigation Center described herein or the possession, use or ownership (e.g., owner responsibilities regarding sidewalk cleanliness and maintenance under PCC 17.28.20 and snow/ice removal under PCC 17.28.25) of the Property during the Lease term will be borne by Lessor, including, without limitation, any costs or expenses related to the interim remediation cap or any other interim environmental remediation or mitigation measures required by DEQ, and any ongoing monitoring or oversight fees from DEQ with respect to OHOH's use of the Property. The sole exceptions to this paragraph are described in Section 5 (Removal or Demolition of Navigation Center), Section 3 (Funding), and in the last sentence of this paragraph (relating to Lessor covering \$5,000 of the DEQ costs that have accrued prior to the Effective Date).

Without limiting its other obligations, Lessee agrees to pay accrued and ongoing costs and expenses imposed by DEQ upon Lessor related to DEQ's approval or monitoring of the RAP, enforcement of environmental regulations over the Property or in defense of its decisions or actions related to the Property, including but not limited to administrative and litigation costs associated with Winkler Development Corp. v. Oregon Department of Environmental Quality, Marion Co. Cir. Ct. case no. 18CV54086; provided, however that Lessor agrees that Lessor will cover the first \$5,000 in litigation costs passed through to it from DEQ that have accrued prior to the Effective Date.

- 4.4. Payment or Reimbursement of Costs. To the extent any costs for which Lessee or Sublessee are responsible are invoiced to or paid by Lessor, Lessor may either forward the invoice to or seek reimbursement from (as applicable) Lessee, and it is a material obligation of Lessee under this Lease that it shall promptly pay the invoice or reimburse Lessor for having paid the invoice.
- 4.5. Inspection. Lessor, its agents, employees and representatives, may at any reasonable time, enter into or upon the Property for the purposes of examining the condition thereof, or for any other lawful purpose, subject to any constitutional or statutory privacy rights the invitees may have (which will be addressed in coordination with Lessee to the extent Lessor seeks access).
- 4.6. Environmental Condition. The Property reflects some environmental impacts. Lessee represents to Lessor that it is familiar with the environmental condition of the Property and that it will ensure that Sublessee is also familiar with the environmental condition of the Property. Lessor has reviewed the RAP as well as DEQ's 1998 Record of Decision with respect to the Property.
- 4.7. Lessee's Responsibility for Compliance. Lessee shall consider the environmental condition prior to permitting any uses or occupation and shall compel appropriate limitations. Lessee must comply with the RAP and may not permit any activities to occur that are inconsistent with the RAP. Although Lessee is responsible for bearing all costs in connection with complying with the RAP, nothing in this Lease makes the City liable for environmental contamination that pre-existed at the Property prior to this Lease or the use of the Property by Sublessee, and that was neither caused by nor incurred in relation to the Leased Purpose or Lessee, Sublessee or their respective contractors' activities on the Property.
5. **REMOVAL OR DEMOLITION OF NAVIGATION CENTER.** Lessor acknowledges that the Sublease will provide Sublessee with the option of removing or leaving the temporary shelter upon the Property upon the expiration or termination of the Term. In the event the temporary shelter is not removed as may be required in the Sublease, the Parties agree to mutually discuss options for disposition of the temporary shelter and their available funding that can address disposition, with the intent that each Party in good faith covers a reasonable share of such costs.
6. **INSURANCE AND INDEMNIFICATION**
- 6.1. Indemnification. To the extent permitted by the Oregon Constitution and subject to the limitations of the Oregon Tort Claims Act, Lessee shall indemnify, hold harmless and at the Lessor's request, defend the Lessor, and their officers, agents and employees from and against any and all liability or alleged liability, all suits, legal proceedings, claims, damages, costs, losses and expenses, including but not limited to reasonable attorneys' fees, relating to Lessee or Sublessee's use of the Property, the operation/construction/implementation of the Navigation Center, and Lessee or Sublessee's activities under the Lease or Sublease (respectively). Lessee also agrees to cause Sublessee to provide similar indemnification to Lessor as a third-party beneficiary under the Sublease.

- 6.2. Unauthorized Access. Lessee shall agree to keep the Property as secure as possible from the unauthorized entry of other persons during the time of this Lease. Lessor shall not be responsible for claims or loss resulting from injury, death, disease to invitees, licenses or trespassers on the Property.
- 6.3. Additional Insured. Lessee shall ensure that the Sublease with Sublessee includes a provision to name the following as additional insureds under Sublessee liability insurance coverage: "Prosper Portland, the City of Portland, and each of their respective officers, agents and employees."
- 6.4. Insurance Coverage. Prior to Lessee's and Sublessee's temporary occupancy of the Property, Lessee shall also furnish Lessor with copies of Sublessee's insurance certificates and amendatory endorsements evidencing sufficient insurance coverage. Sublessee shall obtain, maintain, and keep during the term of this Lease comprehensive general liability insurance written on an "occurrence" basis. Such insurance shall be in the amount of not less than \$2,000,000 combined single limit for liability with a \$2,000,000 aggregate insuring bodily and/or personal injury, including death and disease, and property damages, plus a \$5,000,000 umbrella policy. The Sublessee's insurance shall be primary insurance and any insurance or self-insurance maintained by Lessee and/or Lessor shall not contribute to it. Any policies shall include a waiver of any right of subrogation which may arise by any reason against Lessor relating to this Lease or involving the Property.
- 6.5. Theft, Damage or Destruction. Lessor accepts no responsibility for any theft, damage or destruction to any materials, equipment or any other property of Lessee or anyone acting on behalf of Lessee in connection with or incidental to this Lease.

## 7. LEGAL AND REGULATORY RESTRICTIONS; NO LIENS

- 7.1. Compliance With Laws. Lessee shall (or shall cause Sublessee, as applicable) in its or Sublessee's use and entry upon the Property observe all rules, regulations, decisions, and laws now in effect by any municipality, county, state or federal authority having jurisdiction over the Property, as they relate to the use of the Property. Lessee is solely responsible for obtaining any permits or approvals from other agencies or licensing bodies as may be necessary for Lessee's authorized entry upon and use of the Property. Furthermore, Lessee agrees to indemnify the Lessor as provided above for any damages caused by the violation thereof of any permits or approvals that may so be required. Use of explosives or highly flammable material is not permitted without prior written authorization from Lessor.
- 7.2. No Liens. Lessee shall not allow any lien of any kind, type or description to be placed or imposed upon the Property or upon any improvements on the Property (if any), including, without limitation, any liens or encumbrances relating to other financing being pursued by Lessee or Sublessee. This Lease is subject to all easements, covenants or other restrictions of record.
- 7.3. No Hazardous Substances. Lessee shall not cause nor permit to occur the use, generation, release, manufacture, handling, processing, storage, disposal or improper

use of any Hazardous Substance, pollutant, or contaminant, on, under, or about the Property or the transportation to or from the Property of any Hazardous Substance. Prohibited Substances are substances regulated under any environmental law or regulation now or hereafter enacted by any governmental federal, state or local authority. Furthermore, Lessee agrees to indemnify the Lessor, as provided above, for any damages caused by the violation thereof of any permits or approvals that may otherwise be required. Nothing in this Lease requires Lessee to indemnify Lessor or assume Lessor's potential pre-existing liability for the hazardous substances that existed at the Property prior to the effective date of this Lease.

## 8. TERM OF LEASE

- 8.1. Term. The term of this Lease shall commence on the date that all needed permits for construction for the Leased Purpose are obtained, which will be evidenced by a signed Notice of Commencement prepared by Lessee and delivered to Lessor (the "Commencement Date"), and shall expire on the business day immediately preceding the 2<sup>nd</sup> anniversary of the Commencement Date, unless terminated early in accordance with Section 7 or renewed in accordance with this Section (the "Term"); provided that if the Outside Termination Date (as defined below) is before the otherwise stated expiration date of the Term, the Term will expire on the Outside Termination Date. Lessee may renew the Lease for three successive one-year renewal periods by providing written notice of renewal to Lessor at least ninety (90) days before the expiration date, for an aggregate maximum of five years total (2-year base term plus three 1-year renewal terms), subject to the Outside Termination Date.
- 8.2. Outside Termination Date. Notwithstanding anything to the contrary in this Lease, in no event may the Term extend beyond December 31, 2023 (the "Outside Termination Date"). No cause whatsoever, including delay in construction, delay or non-issuance of permits, delay or non-occurrence of the Commencement Date, delay resulting from litigation or force majeure, or any other cause of any nature, shall operate to extend the Outside Termination Date.
- 8.3. Sublease. Lessee shall ensure that the Sublease term and Commencement Date are consistent with the Term and Commencement Date of this Lease, including with the Outside Termination Date. Lessor acknowledges that if Sublessee elects to renew the Sublease with Lessee and provides timely notice of the same to Lessee and Lessor, Lessee will be automatically deemed to have exercised its renewal right under this Lease (but subject to the maximum of 3 renewal periods and subject also to the Outside Termination Date).
- 8.4. Repair. Upon any termination or expiration of this Lease, Lessee shall quit the Property after repairing any damage to the Property caused by Lessee's use thereof or the Leased Purpose.

## 9. EARLY TERMINATION

This Lease may be terminated early in any of the following circumstances (all terminations of the Lease for any reason also automatically shall result in the simultaneous termination of the

Sublease):

- 9.1. Rail Project. If Lessor determines in good faith that a portion of the Property is reasonably necessary in order to facilitate the Rail Project, Lessor may, by written notice delivered as far in advance as reasonably possible, require that the leased premises will be reduced or (only to the extent the Rail Project would require a portion of the Property significant enough to warrant it) that the Lease must be terminated in order to accommodate the Rail Project.
- 9.2. Termination of Sublease. The Lease will automatically terminate in the event that the Sublease terminates or ceases for any reason. Lessee agrees to promptly notify Lessor in the event the Sublease terminates or ceases before the stated term has expired.
- 9.3. Termination for Other Cause. Lessor may terminate the Lease if:
  - (a) substantial construction activities have not commenced with respect to the Leased Purpose within 90 days following the effective date of the Lease, unless the Project is subject to any LUBA or other appeal, in which case such termination right shall not exist until such appeal and any and all subsequent appeals have been finally resolved and adjudicated; provided, however, that (i) this ability to extend the 90 day construction commencement deadline shall only exist so long as Lessee or Sublessee bears all costs whatsoever in connection with and diligently pursues resolution of such litigation, and (ii) in no event shall any litigation operate to extend the Outside Termination Date;
  - (b) with reference to applicable State and City laws, nuisance activities or other hazardous or illegal conditions occur on the Property; or
  - (c) any other material default under the Lease exists and is not promptly cured by Lessee, which cure shall in no event be effected later than thirty (30) days following written notice by Lessor.

Lessor will also send a courtesy copy to Sublessee of any termination notice under this Lease.

## 10. GOVERNING LAW

This Lease shall be construed and interpreted in accordance with the laws of the State of Oregon. Further, the Parties stipulate that this Lease is deemed to have been made and entered into by them in the State of Oregon.

## 11. REAL AND PERSONAL PROPERTY TAXES

Lessee shall be solely responsible for payment of any real property taxes or fees assessed against the Property as a result of the uses permitted by this Lease or the Sublease or for any other costs associated with the use or ownership of the Property during the Term. Lessee shall be solely responsible for payment of any personal property taxes or fees assessed against the Property and as a direct result of Lessee's use of the Property or the Leased Purpose. Lessee is a tax-exempt

government entity which may be exempt from real property taxes. Sublessee is a nonprofit corporation with 501(c)(3) status and may be exempt from real property taxes. Prior to commencement of the Term it shall be Lessee's obligation to ascertain the potential real property tax ramifications of the intended uses under this Lease or the Sublease and inform Lessor so that Lessor may fulfill its obligation to inform Multnomah County. Any new taxes that are imposed as a result of the use of the Property under this Lease shall be the responsibility of Lessee whether due during the Term or at a later time. No taxes or utility charges with respect to the Property exist as of the date of the Lease, and thus no proration is required.

## 12. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the Parties on the subject matter hereof. No waiver, consent, modification or change of terms of this agreement shall bind either Party unless in writing and signed by both Parties.

## 13. SEVERABILITY

The provisions of this Lease are severable, and if one or more provisions are determined to be unenforceable, in full or in part, by a court of competent jurisdiction, the validity of the remaining provisions, including any partially unenforceable provisions, to the extent enforceable, shall not be affected in any respect whatsoever.

## 14. SPECIAL CONDITIONS

- 14.1. Media Inquiries. Any inquiries from the general public, media or any other party regarding this Lease, the Sublessee or any activity related to the Leased Purpose are to be referred to the City of Portland, Office of Management and Finance: Attention Heather Hafer phone: (503) 823-6965, email: heather.hafer@portlandoregon.gov. A sign shall be posted on the Property indicating the methods of reaching the point of contact.
- 14.2. Security Plan. The Sublease will require that OHOH assume responsibility to develop, implement and communicate Perimeter Security and Operating Plans with respect to the Navigation Center (the "Security Plans"), including, at a minimum:
  - (a) A six-foot (6') minimum fence shall be built and maintained around the Navigation Center (consistent with Exhibit B) that includes signage/notices against trespass.
  - (b) The fenced area shall be patrolled routinely.
  - (c) Unacceptable behaviors will be addressed through written property rules of conduct and ejection protocol. Lessee shall require establishment of a personal property disposition policy to address lost/found, unclaimed or discarded personal property. A personal property disposition policy should address how to document property discovery, how to inventory and store property, how potential owners may reclaim property, how to resolve personal property rights and how to dispose of

unclaimed property.

- (d) Lessee shall require promulgation of rules and regulations to address disruptive/dangerous behaviors.
- (e) Lessee shall require the drafting of an operating plan for the Navigation Center.

Compliance with the Security Plans is a material obligation under the Lease.

14.3. No Relocation Benefits. Lessee shall not, and shall cause Sublessee not to, take action that would create residential landlord-tenant relationships with any clients/invitees of the Navigation Center so as to trigger application of PCC Chapter 30.01, the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, or any other law, regulation or binding legal directive that would require any relocation benefits or other like payments. The parties do not believe that relocation benefits or other like payments will be legally required to be paid to clients/invitees of the Navigation Center upon the expiration or termination of the Lease and Sublease. To the extent this is incorrect and relocation benefits or other like payments are owed, then Lessee shall be responsible for any such payments.

## 15. SPECIAL ORS 457 LIMITATION

Lessee understands that Lessor has acquired the Property with Tax Increment Finance funds under the provisions of Oregon Revised Statutes Section 457. Consequently, the temporary nature of the Leased Purpose is critical. In accord with ORS 457.230 and other related sections of the code the Property is intended to be “developed, redeveloped, cleared, conserved or rehabilitated” for a purpose that furthers the River District Urban Renewal Area Plan. A homeless shelter is not currently consistent with the Plan. Lessor intends that the Property be available so as to be a contributing element of redevelopment plans scheduled to occur in concert with the Broadway Corridor development and/or the Rail Project, among other urban renewal uses consistent with the River District Urban Renewal Area Plan.

## 16. NOTICES AND AMENDMENTS

16.1. Notices under this agreement shall be made in writing by U.S. Mail or electronic mail or facsimile to:

To Lessee:

City of Portland  
OMF - Facilities  
1120 SW 5th Ave Room #1204  
Portland, Oregon 97204  
Attn: Pauline Goble  
Pauline.Goble@portlandoregon.gov

With a copy to:

To Lessor:

Prosper Portland  
222 NW 5<sup>th</sup> Ave.  
Portland, OR 97209  
Attn.: Ember Breckenridge  
[BreckenridgeE@prosperportland.us](mailto:BreckenridgeE@prosperportland.us)

With a copy to:

Prosper Portland



City of Portland  
City Attorney's Office  
1221 SW 4th Ave, Rm #430  
Portland, OR 97204

222 NW 5<sup>th</sup> Ave.  
Portland, OR 97209  
Attn.: Office of the General Counsel  
[WassermanJ@prosperportland.us](mailto:WassermanJ@prosperportland.us)

16.2. The Parties agree that any Amendments to this Lease shall be made in writing and become effective upon execution by both Parties.

## 17. GENERAL

17.1. Non-Assignment. The Lessee shall not assign this Lease, nor shall the Sublessee assign the Sublease to another party without the written consent of Lessor, not to be unreasonably withheld.

17.2. Counterparts. 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. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures and facsimiles.

17.3. No Brokers. Lessor and Lessee each represent that it has not engaged any real estate broker, and no commission or finder's fees are due with respect to this Lease.

17.4. No Third Party Beneficiaries. Lessor and Lessee expressly agree that there are no third party beneficiaries of this Agreement (including, without limitation, Sublessee, who shall have no rights under or ability to enforce this Lease and who is not in privity with Lessor).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused it to be executed on the date first indicated above.

LESSEE:

**City of Portland, Oregon**

DocuSigned by:

*Tom Rinehart*

55A1B92CF1B64FA  
Tom Rinehart, Chief Administrative Officer  
Office of Management and Finance

LESSOR:

**Prosper Portland**

*Kimberly Branam*

Kimberly Branam, Executive Director

APPROVED AS TO FORM:

Approved as to Form  
City Attorney's Office  
01/28/2019 L. Law

City Attorney

APPROVED AS TO FORM:

*J. B. A.*  
Prosper Portland Legal Counsel

Exhibit A  
Leased Area

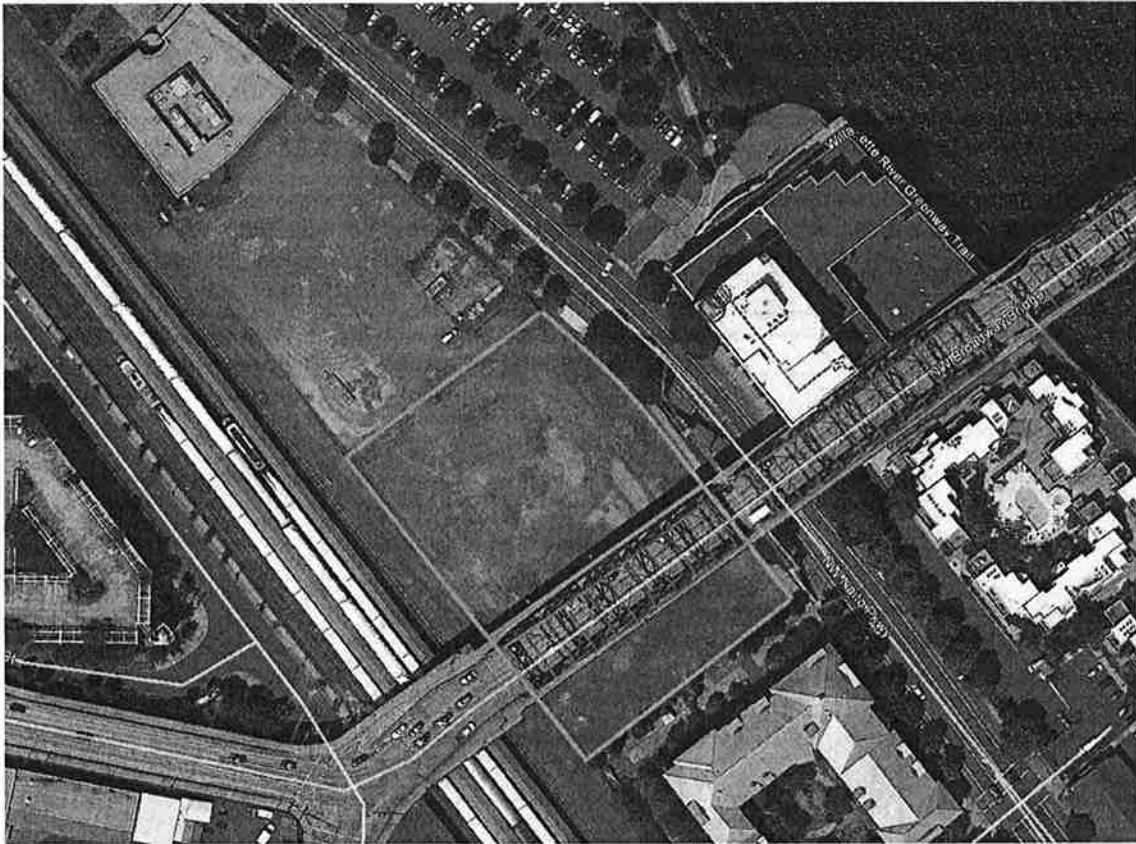
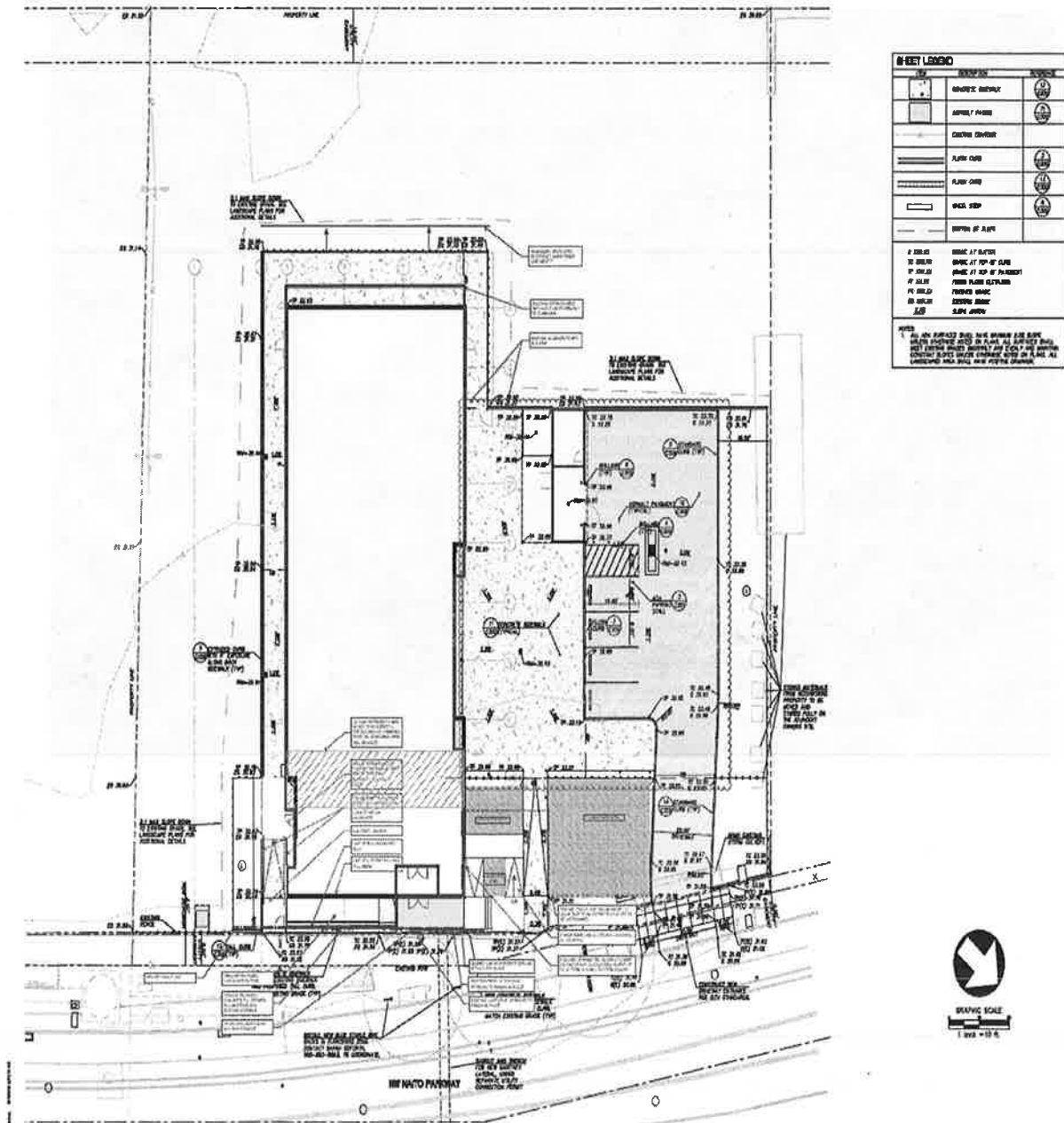


Exhibit B

Depiction of Leased Purpose (Navigation Center Site Plan)





# HARBOR OF HOPE



## Oregon Harbor of Hope Navigation Center Good Neighbor Agreement

### Introduction

This Oregon Harbor of Hope Navigation Center Good Neighbor Agreement (GNA) is intended as an expression of commitment by the parties to work collaboratively for the success of the proposed Navigation Center, at NW Naito north of the Broadway Bridge, while enhancing the quality of life of all residents and visitors to the Good Neighbor Agreement Area (see Appendix A for map of GNA area).

The purpose of this Agreement is to identify ways for Parties (as defined in E below) to work together to address potential 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.

A successful Navigation Center 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. The GNA is not legally enforceable, but by their signatures the Parties express their commitment to honoring the agreements made herein.

### Background

- A. This Good Neighbor Agreement (GNA or Agreement) was developed by the 2018 Old Town/Pearl District Task Force and in partnership with the following stakeholders: Joint Office of Homeless Services (JOHS), Transition Projects (TPI) (Operator), Oregon Harbor of Hope (OHOH) (Funder), the Portland Police Bureau (PPB), and GNA area residents.
- B. The GNA Area is a 1000 ft. radius from the Navigation Center, adjusted for its proximity to the Willamette River.
- C. The Navigation Center has been developed with input and advice from the Old Town/Pearl District Task Force, a body made up of neighbors, nearby businesses, local nonprofits, and other key stakeholders.
- D. Services at this facility will include: shelter for people experiencing homelessness with on-site services designed to help stabilize and transition guests to permanent housing.
- E. Participants in this Agreement may experience unintended impacts due to this facility.
- F. The Parties of the GNA are Oregon Harbor of Hope (OHOH) (Funder), Transition Projects (TPI) (Navigation Center Operator), Joint Office on Homeless Services (JOHS), Portland Police Bureau (PPB), Old Town Community Association, Pearl District Neighborhood Association and Pearl District Business Association.

Further, all Participants acknowledge that they have been advised and given time to present this document to independent counsel for review.

**1. Goals of the GNA:**

- a. Articulate all party and party-specific agreements and the mechanisms needed to ensure that those agreements are honored.
- b. Foster positive relationships between the Navigation Center Operator (TPI), shelter guests, and neighbors to maximize opportunities for collaboration that improve neighborhood safety, livability, and quality of life for all. Such opportunities may include:
  - i. Reducing crime and the fear of crime in the neighborhood.
  - ii. Keeping trash off of public spaces as well as the immediate area surrounding the Navigation Center, namely the exterior footprint of the campus.
  - iii. Enhancing neighborhood safety; establish intended security in and around the Navigation Center.
- c. Establish clear lines of communication, and agreed upon procedures, for promptly identifying and resolving problems in the GNA area.
  - i. Provide preferred point of contact information to the community for questions and concerns that may arise.
  - ii. Create ongoing Community Advisory Committee that meets regularly and fields and addresses neighbor, guest, and stakeholder questions and concerns (outlined further in Section 9).
- d. Affirm and protect the rights of all housed and unhoused residents, employees, students of and visitors to the community to feel safe, to quietly enjoy their property, and have access to the services and supports they need to thrive.
- e. Inherent in this Agreement is the assumption of certain basic rights. These include:
  - i. All guests, residents, businesses, agencies and property owners within the good neighbor area (neighbors), and facility staff have a right to personal safety.
  - ii. All neighbors, guests, and facility staff have a right to safe and quiet enjoyment of their properties and public spaces.
  - iii. Participants in this agreement specifically support the right and success of guests to be safe, to access services, to meet their basic needs, and to thrive.

**2. All-Party Agreements (all parties agree to the following):**

- a. Carry out all agreements as stipulated in this Good Neighbor Agreement. Participate in collaborative problem solving around issues that arise in the Good Neighbor Area.
- b. Use and promote direct, respectful, and civil communication through the communications protocols set out in Section 8.
- c. Jointly and directly resolve problems as quickly as possible (see Section 8).
- d. Provide parties to this agreement with updated contact information if there are any changes to key staff, such as the shelter management or organizational leadership.

### **3. Oregon Harbor of Hope Agreements:**

- a. Attend Community Advisory Committee meetings.
- b. Directly, or through another funding entity, ensure adequate and ongoing operating funding of the Navigation Center.
- c. Ensure TPI is held accountable to its commitments within this GNA.
- d. Keep property in and around Navigation Center clean by providing trash containers, regular trash pick-up, and maintenance of landscape.
- e. Plan for and establish necessary security for the immediate perimeter of the Navigation Center.
- f. Provide notice to all parties of intent to make significant changes to the Navigation Center program, including, e.g., changes to the population served.

### **4. TPI Agreements:**

- a. Attend Community Advisory Committee meetings.
- b. Provide adequate services and staffing support for guests of the Navigation Center.
- c. Establish clear expectations and rules for shelter guests; implement existing code of conduct (see Appendix B).
- d. Maintain clear expectations, rules and tools for holding Navigation Center guests accountable.
- e. Establish clear expectations and rules for shelter guests; implement existing code of conduct (see Appendix B).
- f. Promote guest and neighbor safety and livability.
  - i. Hold Navigation Center guests responsible for their actions, including exclusion from services. In some cases, depending on the severity of the situation, a person may be excluded from multiple programs or from the entire shelter for up to six months.
  - ii. Provide rules against littering.
  - iii. Provide opportunities (voluntary litter patrols) for guests and neighbor volunteers to assist in reducing litter around the perimeter of the Navigation Center and surrounding sidewalks.
  - iv. Assign staff to pick up litter around the Navigation Center campus.
  - v. Provide secure trash disposal on-site as needed.
- g. Discourage large groups from gathering in public areas.
  - i. Share with guests the potential for large groups to be disruptive in the neighborhood and encourage them to be good neighbors.
- h. Minimize the impact on neighbors of smoking by guests, volunteers, and staff.
  - i. Designate smoking areas that will have the least impact on guests and neighbors.
  - ii. Post a sign at the exit(s) reminding guests to be good neighbors.
  - iii. Encourage no smoking at business entrances. Stay in full compliance with all federal, state, and local laws.
- i. Encourage guests to have a sense of ownership in the community.
  - i. Invite neighbors to build connections and working relationships with the facility and guests.

- ii. Prior to the opening of the Navigation Center, host a meeting for interested community members to learn about the Navigation Center, the good neighbor agreement processes, and ask questions.

**5. The Old Town Community Association, the Pearl District Neighborhood, and the Business Associations (the Associations) Agreements:**

- a. Attend Community Advisory Committee meetings.
- b. Serve as the main point of neighborhood contact for anyone within the Pearl District and Old Town neighborhoods for all questions and concerns that arise from the Navigation Center.
- c. Assist in ensuring that the members of the associations have an accurate understanding of the Navigation Center and the efforts that OHOH, TPI, and shelter guests are making to be good neighbors, which includes the dissemination of opportunities to partner with the Navigation Center on events and programming.
- d. Direct in an efficient and timely manner the questions and/or comments received by staff, neighbors, and customers of the Pearl District/ Old Town districts to relevant parties and ensure that those questions/comments are followed-up upon in a timely manner.
- e. Each respective district is to identify CAC representatives as further outlined in Section 9.

**6. Joint Office of Homeless Services Agreements:**

- a. Maintain lines of communication with all parties, including the Associations, TPI, and OHOH.
- b. Provide up-to-date direct contact information for the office's Adult Emergency Shelter Coordinator.
- c. Provide technical assistance related to programming and services coordination to TPI in its role as the operator of the Navigation Center.
- d. If necessary, be a resource to assist with problem solving among the parties related to the conduct of Navigation Center participants.
- e. Ensure that any JOHS funded operations at the Navigation Center are carried out in accordance with the requirements of the JOHS' contract with the Operator, TPI.
- f. Attend Community Advisory Committee meetings on an as-needed basis to help resolve issues that are not resolved on a timely basis by the members of the CAC.

**7. Portland Police Bureau (PPB) Agreements:**

- a. Maintain lines of communications with the Associations, TPI, and OHOH.
- b. Provide direct contact information for the Neighborhood Response Team.
- c. Enforce laws according to PPB policies and resources.
- d. Provide education about PPB role if needed.
- e. Respond to emergency situations through 911 dispatch in accordance with PPB policies.



**8. Problem Solving Communication Agreements:**

- a. Establish a clear dispute resolution process.
  - i. Any issues, questions, or concerns arising from the Navigation Center shall first be addressed via one-on-one communication (telephone, email, or in-person) between the reporting entity and the Operator.
  - ii. Any issue, question, or concern which cannot be addressed or resolved within one (1) week shall be brought to the attention of TPI's Senior Director of Programs by the manager of the Navigation Center or the reporting entity.
  - iii. If any issue, question, or concern cannot be addressed or resolved within two (2) weeks, as previously outlined, it shall be brought to the attention of the contract manager at the Oregon Harbor of Hope by the Senior Director of Programs or by the reporting entity.

**9. Community Advisory Committee Agreements (Creation and Role):**

- a. With this GNA, a local Community Advisory Committee (CAC) will be established to both monitor the effectiveness of and hold stakeholders accountable to this GNA on an ongoing basis. The Community Advisory Committee representation will include:
  - i. PDBA Business Association Representative (one)
  - ii. OTCA Neighborhood District Association Representative(s) (two) and a PDNA Representative (one)
  - iii. TPI Representative (one)
  - iv. Oregon Harbor of Hope Representative (one)
  - v. Neighbor Representatives (three), with membership priority given to Waterfront Pearl, McCormick Pier Condos, and the Yards at Union Station.
- b. The CAC will be responsible for:
  - i. Helping ensure that strong lines of communications are maintained between the Navigation Center owner, the Operator, and the community.
  - ii. Ensure that the commitments in the GNA are being upheld.
  - iii. Identifying opportunities for greater collaboration among the parties that enhance the benefits of the Navigation Center for participants and the neighborhood.
  - iv. Identifying and developing solutions to any problems that are recurring and have not been adequately addressed through the problem solving communications strategies outlined in Section 8.
- c. The CAC will hold meetings.
  - i. The CAC will convene monthly, for the first three months of Navigation Center operations. After a year, the parties will assess the need for and appropriate frequency of CAC meetings going forward. If regular CAC meetings are discontinued, any party to this GNA may reconvene the CAC as they deem necessary and upon reasonable notice.
- d. The CAC will create General Communication Guidelines, which outlines, depending on the issue reported, the corresponding contact information for the issue and level of the incident.
- e. The CAC will foster transparency and keep the community abreast of updates.

- i. Provide regular updates to neighbors regarding the Navigation Center's success, status, resolution of issues; provide education to the community; provide volunteer opportunities.
- ii. Provide updates via email communications, or informational flyers, or via neighborhood associations to then disseminate.

**10. Administration of Good Neighbor Agreement:**

- a. Changes to the Good Neighbor Agreement may be made by the consensus of all parties.
- b. Any changes to the Operator or Funder of the Navigation Center would trigger a review of the GNA.
- c. This Good Neighbor Agreement will commence upon the opening of the Navigation Center and will remain in effect until the closure of the Navigation Center or until all parties reach consensus to dissolve this Good Neighbor Agreement.
- d. The original executed GNA will be maintained by OHOH, but all parties will be responsible for maintaining an executed copy of the GNA in their records for reference.
- e. Each party is responsible for updating any changes to their organization's representative contact information by notifying OHOH of those changes.


**11. Contact Information for Party Representatives:**

<u>Organization</u>	<u>Phone #</u>	<u>Name</u>	<u>Email</u>
OHOH			
TPI			
PDNA			
PDBA			
OTCA			
JOHS			
PPB			

12. Signatories:

Oregon Harbor of Hope

Name: Donald F. Mazziotti  
(Printed)

Signature:  6-14-19

Transition Projects, Inc.

Name: George Devendorf  
(Printed)

Signature:  6.18.19


Pearl District Neighborhood Association

Name: STANLEY PENKIN  
(Printed) PRESIDENT

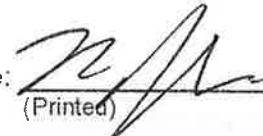
Signature:  6-12-19

Old Town Community Association

Name: Helen L Ying  
(Printed)

Signature:  6-12-19

Joint Office of Homeless Services

Name:   
(Printed)

Signature: Marc Solis 6-12-19

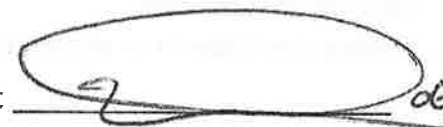
Pearl District Business Association

Name: Nicole Nadal  
(Printed)

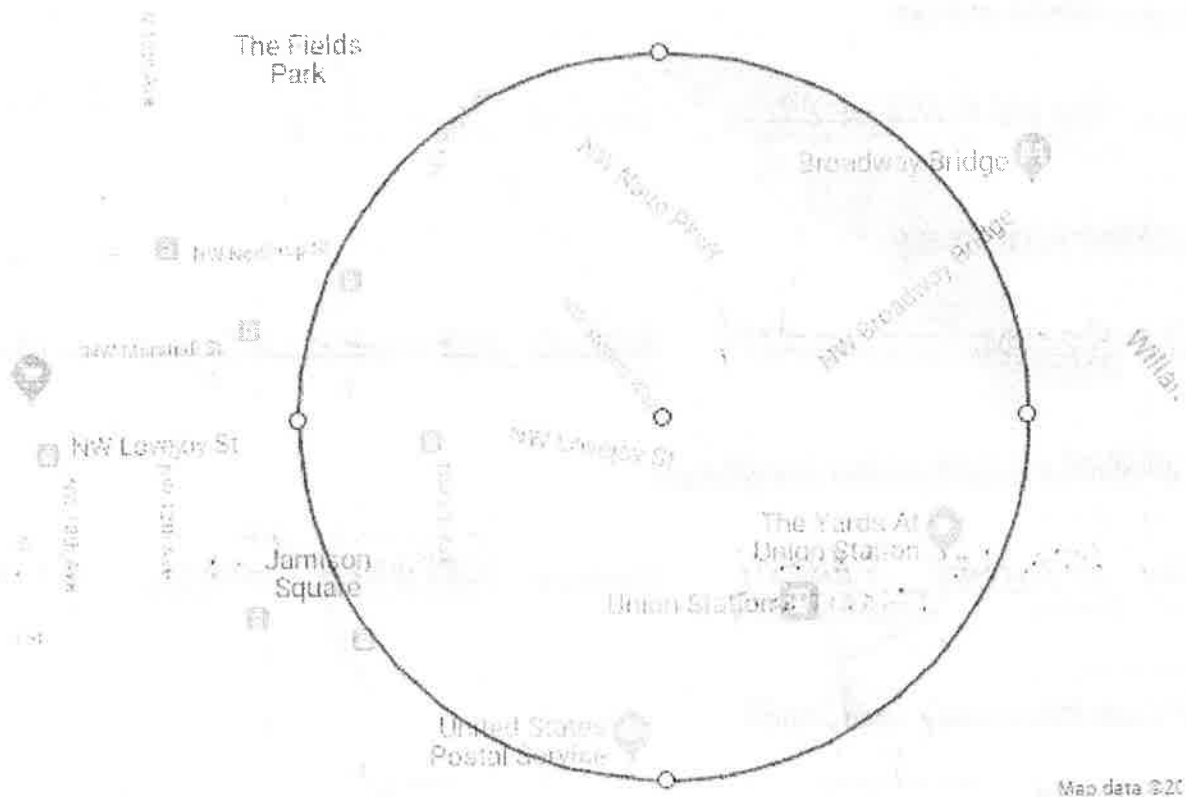
Signature:  6-19-19

Portland Police Bureau

Name: COMMANDER M. KRANTZ  
(Printed)

Signature:  06-17-19

## Appendix A: Good Neighbor Area



## Appendix B: Shelter Guests Expectations

### Be Respectful:

- Be a good neighbor - in and out of the program.
- Disruptive, threatening, and disrespectful behavior will not be tolerated.
- Racism, sexism, homophobia, transphobia, and hate speech are not welcome.

### Be Safe:

- No smoking or nicotine/tobacco use inside.
- No possession or onsite use of alcohol, drugs, or weapons.
- No sex or overtly sexual behavior.

### Be Kind:

- Please do not steal or destroy property.
- Pick-up after yourself.
- Please don't litter in or around the facility.

cover up the attempted murder of Daniel Hoffman? Daniel reached out to his old friend and ex-coworker, Christian Ziegler, who is now a Sarasota County Commissioner and on the Board Of Directors for Career Source Suncoast (a large recipient of CoC public dollars), on LinkedIn, we know his LI account is connected to his mobile phone, why didn't Christian report these crimes or reach out to help Daniel? Did Daniel mis judge Christian as being someone to put ethics over money?

The Economist Newspaper - Want to see more of the world this year? Subscribe for 12 weeks' access

**data**

**Dan Hoffman**  
 Editor, The Economist Intelligence Unit  
 Marketing Director, Business Strategy Group  
 44  
 Who's viewed your profile  
 Views of your post  
 80  
 Add a comment

**Saved items**

Recent

- Regional Shattered Homesteads
- Media & Marketing Professionals
- Groups
- Arts and Cultural Experience Post-Lover
- Media & Marketing Professionals
- Chief Marketing Officer (CMO)

Events

- Kollman History

**Today's feed**

Titled to  
 PHD stud  
 Dirty pee  
 Dress for  
 A tough

Start a post

Write an article on LinkedIn

Chelsey Jones SHRM-CP • 1st  
 Regional Director, People & Culture at Suncoast

Congratulate Chelsey for starting a new position as Regional Director, People & Culture at Suncoast

Christian Ziegler @ Michael • 1st  
 Vice Chairman, FinanceCOOP, Sarasota  
 110 County Commissioner & President

Dan Hoffman • 1st  
 Happy birthday!

Tyler Sauer • 1st  
 I know this sounds crazy, but there has been a whole back out from the media on this. I am being surveilled and followed. The whole town is connected to the HUD CoC money, including the space, and I am alone on the streets. I have a disposable camera and have been taking pictures of their operatives and yet I am 100% clean and robot body, although they have attempted to deny

The Economist Newspaper - Want to see more of the world this year? Subscribe for 12 weeks' access

**data**

**Dan Hoffman**  
 Editor, The Economist Intelligence Unit  
 Marketing Director, Business Strategy Group  
 44  
 Who's viewed your profile  
 Views of your post  
 80  
 Add a comment

**Saved items**

Recent

- Regional Shattered Homesteads
- Media & Marketing Professionals
- Groups
- Arts and Cultural Experience Post-Lover
- Media & Marketing Professionals
- Chief Marketing Officer (CMO)

Events

- Kollman History

**Today's feed**

Titled to  
 PHD stud  
 Dirty pee  
 Dress for  
 A tough

Start a post

Write an article on LinkedIn

Chelsey Jones SHRM-CP • 1st  
 Regional Director, People & Culture at Suncoast

Congratulate Chelsey for starting a new position as Regional Director, People & Culture at Suncoast

Christian Ziegler @ Michael • 1st  
 Vice Chairman, FinanceCOOP, Sarasota  
 110 County Commissioner & President

Dan Hoffman • 1st  
 Happy birthday!

Tyler Sauer • 1st  
 I know this sounds crazy, but there has been a whole back out from the media on this. I am being surveilled and followed. The whole town is connected to the HUD CoC money, including the space, and I am alone on the streets. I have a disposable camera and have been taking pictures of their operatives and yet I am 100% clean and robot body, although they have attempted to deny





Daniel H. &lt;danielstreetroots@gmail.com&gt;

**(no subject)**

8 messages

Daniel H. &lt;danielstreetroots@gmail.com&gt;

Mon, Oct 14, 2019 at 10:12 AM

To: matt.olguin@tprojects.org, sborke@tprojects.org, paul.susi@tprojects.org

Dear Navigation Center Leadership Team,

We first want to say thank you, and that your staff and services have mostly been very kind to us since our stay at the Navigation Center. However, our Dignity and Human Rights are very important to us and any infraction against those rights, real or perceived, and no matter how small it may seem, must be protected at all costs. Since we do not have an on-staff participant advocate, or at least we have not been made aware of one, we will continue to be extra vigilant in the protection of our legal rights, and take every legal recourse to guard ourselves against an usurpation of those rights by your staff.

Attached you will find an Official Grievance and Reasonable Request. We believe that with our combined list of protected disabilities as a group and the case that we have made on the attached document, should be enough to reverse the policy in question and provide for the common good of the shelter once again.

We have not yet forwarded this grievance to any State, Federal or Local Reporting or Advocacy agencies such as U.S. Dept. of Housing & Urban Development (HUD), however we reserve the right to do so up to and within one year of the date of this email.

Thank you for your time.

Daniel

 Official Grievance\_ and a Reasonable Request .pdf  
115K

Matt Olguin &lt;matt@tprojects.org&gt;

Tue, Oct 15, 2019 at 10:09 AM

To: "danielstreetroots@gmail.com" &lt;danielstreetroots@gmail.com&gt;

Cc: Stacy Borke &lt;stacy@tprojects.org&gt;, Paul Susi &lt;Paul.Susi@tprojects.org&gt;

Good Morning Daniél,

Thank you for reaching out to me regarding your concerns at the Nav Center. We strive to provide a safe and comfortable environment at the Nav Center so that participants are able to focus on their long-term goals of moving back into housing. Regarding the recent change in the policy of managing the restrooms, which you detail in your letter, is a short-term change to address current concerns around an uptick in unsafe issues that has been happening in the restrooms. Starting tomorrow, Wednesday the 16<sup>th</sup>, the Nav Center will be reverting back to it's standard restroom use policy.

I understand that the temporary change in policy is impactful and apologize for any inconvenience. Again, we strive to provide a safe environment at the Nav Center, and the temporary change is directly linked with keeping the spaces safe. Please do not hesitate to reach out to Paul or myself with any future concerns.





Sincerely,

Matt

Matt Olguin, MSW | Director of Shelter Services

Transition Projects

Pronouns: He, Him, His

from homelessness to housing

665 NW Hoyt | Portland, Oregon 97209

503.280.4772 o | 503.280.4771 f

matt@tprojects.org | www.tprojects.org



[Quoted text hidden]

---

Daniel H. <danielstreetroots@gmail.com>

Wed, Oct 16, 2019 at 2:20 AM

To: Matt Olguin <matt@tprojects.org>, Stacy Borke <stacy@tprojects.org>, Paul Susi <Paul.Susi@tprojects.org>

Thank you Matt!

Again, I want to thank TPI Staff for the compassion and hospitality it has shown myself and the group of amazing individuals I've had the pleasure of sharing residence with here and I hope that none of our reporting or observations is seen as anything more than concerned participants looking out for the welfare of all parties involved, for your staff, the program, and the executive team.. I love what the "Navigation Center" has been advertised as, and if it can stay true to those ideals, you have a good chance of moving a lot of people off the streets and into housing, safety, and good health.

With that being said, and with Title II of the ADA in mind, I understand safety issues and certainly you have that right to impose legitimate safety requirements, however, we will always be vigilant to make sure your adjustments to any policy based on safety requirements are based on actual risks, not on mere speculation, stereotypes, or generalizations about individuals with disabilities and any "isolated or temporary interruptions" in service or access will be due to maintenance or repairs only.

Please review your safety policy with your staff as well. I saw a woman had a seizure this morning and went down hard on the terrazzo floor in the eating room, I saw her head hit the ground pretty hard. I've seen her do it before and the ambulance was called right away. This time I yelled at staff to call 911 right away but instead was told that they are



supposed to wait 5 minutes. Maybe if it was just a seizure I could understand that, but her head hit hard and I still think she should be checked out to make sure there isn't any trauma or concussion, which I know may not show symptoms for weeks if not checked.

One more thing. Exiting People. It seems like we have had a quite a bit of people who have been exited, and that is sad to me, I admittedly don't know any of the circumstances involved but I do know that retention and diversion are two guiding principles. Maybe if we "participants" had a better idea of those exiting policies and procedures and were better informed of our rights we could prioritize and resolve our own conflicts internally and expeditiously before anything escalated to being thrown back out in the cold.

We are also very cognizant regarding the discrimination of any individual on the basis of illegal use of drugs, against an individual who is not engaging in current illegal use of drugs. Just this evening I heard one of your staff members, who was "monitoring" the bathroom activity of a resident again, asked the resident, "Were you just shooting up in the bathroom?". Now I'm certainly no lawyer however the way I read the legislation, one might make a good case of your employee making a disability-related question, in a very insensitive way too.

None of the verbiage in this email is implying the admittance or denial of any disability by myself or others but only to inform you of potential punitive weaknesses in the current operational policy and to make sure the rights of everyone involved are protected.

For us homeless, our freedom, liberties and rights are extremely important to us. For some of us it is all we have left to fight for and believe in, so we take it seriously. I'm excited about the current homeless initiatives that are happening in Portland and plan on taking a more active role. I like that the urgency is finally being placed to house individuals and I love the vibrant economic expansion and job creation that these initiatives create, after reviewing financials I can clearly see that TPI has benefited astronomically. So I'll be at the CAF meeting tomorrow, looking for any opportunity to assist and take part although I will go with the intention of just observing this first meeting.

Thanks again and best regards to TPI's continued success,

Daniel

[Quoted text hidden]

---

Daniel H. <danielstreetroots@gmail.com>

Wed, Oct 16, 2019 at 10:18 PM

To: Matt Olguin <matt@tprojects.org>, Stacy Borke <stacy@tprojects.org>, Paul Susi <Paul.Susi@tprojects.org>

Hi Matt,

It is really disappointing that you still have not directed your staff to remove the barriers to using the bathroom, as you said you would in your last email. When I woke up this morning I **almost urinated myself while finding and waiting for staff** to unlock the bathroom, I was in intense pain all day from it..

I just now saw the **Street Medical Team** and have a **Request for Accommodation** signed by my social worker regarding my disability and the side effects that require me to have immediate and private access to the bathroom.

I didn't want to disclose my disability to anyone here because of how embarrassing it is. I feel ridiculous and undignified having to fight to use the bathroom like this. Please, please, reverse this policy!

Because I do not wish any other staff or residents know about my disability. **Please let me know where I can hand deliver this "Request" as soon as possible** because it contains sensitive medical information???

The little card board box that you have instructed us to put complaint forms in is untrustworthy to protect my information.

It has now been 8 days since I orally requested from staff to restore access to the bathroom all of which I have been frustrated, forced into pain and made to feel undignified, not just myself own but other residents with similar disabilities. We are all frustrated, some of us have experienced pain and all we want is to be able to use the bathroom, and live like normal people, your staff doesn't have to ask your permission to use and unlock the bathroom, why should we be treated differently????



I really hope that this policy of locking and monitoring the bathroom is reversed.

Daniel

[Quoted text hidden]

---

Paul Susi <Paul.Susi@tprojects.org>

Wed, Oct 16, 2019 at 10:29 PM

To: "Daniel H." <danielstreetroots@gmail.com>, Matt Olguin <matt@tprojects.org>, Stacy Borke <stacy@tprojects.org>

Daniel,

I personally announced today at 4 pm, and again at 6:45 pm, that access to all restrooms was restored as of 4 pm. I stated during the House Meeting on Monday at 6 pm, and again at both announcements this evening, that access to restrooms was restricted due to safety concerns about repeated syringes, alcohol containers, and unacceptable hygiene conditions in all restrooms throughout at 96 hour period last week and weekend, resulting in the closure of the restrooms pending intervention with the individuals who may or may not have been responsible for those conditions.

While I can't confirm or deny specifics, I'm happy to say that staff interventions did lead to a 48 hour period when no further syringes, alcohol containers, or bloodborne pathogen dangers were encountered, especially as staff were able to check restrooms and hold folks accountable as appropriate.

As of 4 pm today, all restrooms are accessible as before.

The locked grievance and suggestion boxes are as secure as we can make them. I'm sorry you do not feel that they are an appropriate venue for your concerns. I didn't see you at the House meeting this past Monday evening, or at my announcements today. I encourage you to contact me directly to set up an appointment if you wish to deliver your concerns in person.

Best,

Paul Susi  
River District Navigation Center Manager

sent from my mobile device

---

From: Daniel H. <danielstreetroots@gmail.com>

Sent: Wednesday, October 16, 2019 10:18:41 PM

To: Matt Olguin <matt@tprojects.org>; Stacy Borke <stacy@tprojects.org>; Paul Susi <Paul.Susi@tprojects.org>

Subject: Re:

[Quoted text hidden]

---

Daniel H. <danielstreetroots@gmail.com>

Wed, Oct 16, 2019 at 10:54 PM

To: Paul Susi <Paul.Susi@tprojects.org>

Yes, my apologies Matt, I just checked and they were indeed open, sorry for my frustration, there were ambulances and arguments last night, didn't get much sleep, and been having pain all day, I am sorry for jumping the gun, I should have checked the bathrooms before this email.

I am a street roots vendor as an occupation right now and my peak business times are the 2 hours before and after each rush. The neighborhoods I service are pretty far from the shelter which makes it difficult to attend those house meeting, but always I am eagerly wanting to hear updates when I return from work each time.

Thank you, my sincerest apologies really, I don't like stirring up debate, I like to keep my environments as calm and stress free as possible due to my disabilities.



11/1/2019

Gmail - (no subject)

When it comes to our basic human and civil rights, no one is ever going to defend them except ourselves, doing nothing means compliance to oppression, and even in what seems to be a trivial example of that, we must always present our case, because our law is set on precedence, meaning someone has to make the first case for a Law to be made and Rights Protected.

If there is anything I can ever do to assist the house, you, or other participants in any way please reach out to me via email as this is the best way to get hold of me.

Warmest regards in appreciation,

Daniel

Ephesians 4:31-32 "Get rid of all bitterness, rage and anger, brawling and slander, along with every form of malice. 32 Be kind and compassionate to one another, forgiving each other, just as in Christ God forgave you"  
[Quoted text hidden]

---

Paul Susi <Paul.Susi@tprojects.org>  
To: "Daniel H." <danielstreetroots@gmail.com>

Thu, Oct 17, 2019 at 12:10 AM

This is Paul Susi, not Matt Olguin, but regardless, no need to apologize. I regret that last night was such an eventful night at RDNC, and I made a point of treating today as a 'Sunday'--i.e., no limit to the sleep room access times today--in consideration of the disruption our community experienced last night. I was onsite, off and on, from 5:30 am onwards.

Please know that I did not take the decision to restrict access to the bathrooms lightly, that I am open to alternative suggestions for addressing the safety concerns that last week's conditions presented, and that I will always welcome your feedback and your concerns. I deeply appreciate your proactive, positive, thorough and courageous efforts on behalf of the whole community.

I'm considering scheduling alternative times for our House Meetings, the better to meet the needs of our Guests who; like yourself, are working atypical schedules. Please let me know if you have an ideal time during the week that a House Meeting at RDNC could be scheduled for.

Best,

pjs

sent from my mobile device

---

From: Daniel H. <danielstreetroots@gmail.com>  
Sent: Wednesday, October 16, 2019, 10:54 PM  
To: Paul Susi  
Subject: Re: Re:  
[Quoted text hidden]

---

Daniel H. <danielstreetroots@gmail.com>  
To: Paul Susi <Paul.Susi@tprojects.org>

Thu, Oct 17, 2019 at 7:45 AM

Good morning Paul,





11/1/2019

Gmail - (no subject)

Much appreciation. I leave usually around 7am and don't return until 10 pm, I could try to make it back by 9pm on a house meeting day however please do so only if it benefits others in the community. Maybe a suggestion would be to keep minutes and items on the agenda record and publish them or print them out so they are available to those unable to attend, The RDNC has not yet built a website. I am a Digital Growth Strategist by trade and Certified Business Technology Expert. I would be happy to put together a simple interactive webpage for RDNC communications if you'd like.

Thank you again,

Daniel

Daniel

[Quoted text hidden]





Daniel H. &lt;danielstreetroots@gmail.com&gt;

## Checking on my request to view data?

7 messages

Daniel H. &lt;danielstreetroots@gmail.com&gt;

Mon, Oct 28, 2019 at 7:55 AM

To: Paul Susi &lt;paul.susi@tprojects.org&gt;, April Rohman &lt;april.rohman@multco.us&gt;

Hello Paul and April,

Thank you both for your assistance on this matter. I'm, hoping to hear back from Paul today, I replied to his email however have had no reply back confirming our meeting time, I will be working all day but i'll try to check my email around 9 am before going out to work and hopefully Paul will connect by then and we can put a meeting on the books.

It has been 10 days since I originally filed a request via email to Paul asking to view my data, have copies of my data, access to the HMIS System as an anonymous user, all information on who my data has been shared with on HMIS. I have not yet received any of this information to date.

April, On Tuesday October 22, in an email, I sent to you a request as well. because you had replied back to an email of mine, that was sent to multiple leaders in the Portland HMIS system in my email I was seeking guidance and help figuring out my rights as it pertained to the threats of expulsion from the program I was experiencing and which was being used to coerce me into signing Release of information and waiver of liability documents otherwise. Because the originally intake documents that, admittedly by TPI, were lost, misplaced or not recorded properly by TPI staff.

April your reply only gave me information on the procedures to filing a grievance with State and Federal Agencies or where to access legal assistance but did not mention your intention regarding my request at all. I indicated I do not want to take legal steps I only want compliance with the policies your organizations have set in place and for me to be more comfortable, as you asked, it would take setting in place more protections for people like me, homeless, who find themselves lost, scared, confused and hurt by confusing and difficult to navigate policies regarding our rights.

~~Should I assume at this point that you both are denying my requests???~~ As both of your organizations have agreed to in the various inter-agency agreements and have even wrote the policies themselves that afford me this limited protection of my data, it has cause me a lot of grief time anxiety and uncomfotableness as I have mentioned numerous times now and I am just not understanding why it's taking so long to adhere to the policies that are set in place. Men have already fought and died many times over to protect my rights, why am I having to fight so hard for something that shouldn't have been an issue at all????

### Under the NW Social Service Connections CMIS/HMIS Policies and Procedures

6.8.Data Integrity 6.8.1.-Client data is the most valuable and sensitive asset of NWSSC ServicePoint. These policies will ensure integrity and protect this asset from accidental or intentional unauthorized modification, destruction or disclosure.

6.7.2.Policies regarding client data are founded on the premise that a client owns his/her own personal information and provide the necessary safeguards to protect client, agency, and policy level interests

6.5.Clients may not be denied access to their own records. Clients have the right to see their information on ServicePoint, within the time frame specified in the Privacy Notice to Clients. If a Client requests, the Participant/User must review the information with the client

15.15. The CHO must secure any paper or other hard copy containing PPI that is either generated by or for CMIS/HMIS, including, but not limited to report, data entry forms and signed consent forms.

### Under AHFE Client Management Information System (CMIS)/Homeless Management Information System (HMIS) Community Standards--

Chapter 10 Client Consent:

- A client has a right to request entrance into the database as an 'anonymous' client or a restricted client. Contact PHB for more information.
- A completed Client Consent or Release of Information Form is required prior to any electronic information sharing.
- o Clients who choose not to authorize sharing of information cannot be denied services for which they would otherwise be eligible.
- o All Client Authorization for ROI forms related to the CMIS/HMIS data sharing will be placed in a file to be located on premises of service provider.



Thank you,

Daniel

Daniel H.-

***"The righteous care about justice for the poor, but the wicked have no such concern." - Proverbs 29:7***

---

Matt Olguin <matt@tprojects.org>

Mon, Oct 28, 2019 at 8:56 AM

To: April ROHMAN <april.rohman@multco.us>, Paul Susi <Paul.Susi@tprojects.org>, "danielstreetroots@gmail.com" <danielstreetroots@gmail.com>

Good Morning Daniel,

While I understand that you will be meeting with Paul this evening after the House Meeting, I too wanted to follow-up regarding your requests to view your data in HMIS and to anonymize your profile. You will be able to review your data in HMIS when you meet with Paul this evening. I have put in a request to our IT department to anonymize your SP account and will follow-up with you via email with your "new" HMIS user name. Once your HMIS profile has been updated, you will want to go to the Resource Center in order to get a new TPI card. Additionally, if you would like to meet with me, I have availability tomorrow, Tuesday the 29<sup>th</sup>, at 5:30pm, and could meet with you at the Nav Center. Please do not hesitate to reach out if you have any further questions, thanks!

Matt Olguin, MSW | Director of Shelter Services

Transition Projects

Pronouns: He, Him, His

from homelessness to housing

665 NW Hoyt | Portland, Oregon 97209

503.280.4772 o | 503.280.4771 f

matt@tprojects.org | www.tprojects.org



Begin forwarded message:



Gmail - Checking on my request to view data.

From: "Daniel H." <danielstreetroots@gmail.com>  
Date: October 28, 2019 at 7:55:47 AM PDT  
To: Paul Susi <Paul.Susi@tprojects.org>, April Rohman <april.rohman@multco.us>  
Subject: Checking on my request to view data?

External -



External Sender - Be Suspicious of Attachments, Links, and Requests for Payment or Login Information.

[Quoted text hidden]

Multnomah County This email was encrypted for your privacy and security

Daniel H. <danielstreetroots@gmail.com>  
To: Matt Olguin <matt@tprojects.org>

Mon, Oct 28, 2019 at 9:55 AM

Hello Matt, thank you for replying! Meeting after the house meeting??? This is the first I've heard of that. Of course I'll make myself available and I'm looking forward to putting this all behind us and moving on towards safety, security, and the continuation of navigating out of homelessness. And yes, I'd really appreciate the opportunity to speak with you as well tomorrow at 5:30 pm. Thank you again.

Daniel  
[Quoted text hidden]

**Daniel H.-  
Homeless Man, Homelessness Advocate, Friend to the poor and disadvantaged,  
Wandering "Fool for Christ". Encouraging the principles of Brotherly Love in our  
community.**

Daniel H. <danielstreetroots@gmail.com>  
To: Matt Olguin <matt@tprojects.org>

Mon, Oct 28, 2019 at 10:12 AM

Hi Matt,

One more thing...

Just curious, since I do not use the resources of the Resource center at TPI, why would I need to get a new TPI card made?

Daniel

On Mon, Oct 28, 2019 at 8:56 AM Matt Olguin <matt@tprojects.org> wrote:  
[Quoted text hidden]

**Daniel H.-  
Homeless Man, Homelessness Advocate, Friend to the poor and disadvantaged,  
Wandering "Fool for Christ". Encouraging the principles of Brotherly Love in our  
community.**

[Quoted text hidden]





**Matt Olguin** <matt@tprojects.org>  
To: "Daniel H." <danielstreetroots@gmail.com>  
Cc: April ROHMAN <april.rohman@multco.us>

Mon, Oct 28, 2019 at 10:15 AM

Hi Daniel,

If you are not using the Resource Center and/or a TPI card, then you will not need a new card. If at some point you started accessing services in the Resource Center, then you would probably want to request a new card at that time.

**Matt Olguin, MSW | Director of Shelter Services**

Transition Projects

Pronouns: He, Him, His

from homelessness to housing

665 NW Hoyt | Portland, Oregon 97209

503.280.4772 o | 503.280.4771 f

matt@tprojects.org | www.tprojects.org



[Quoted text hidden]

**Daniel H.** <danielstreetroots@gmail.com>  
To: Matt Olguin <matt@tprojects.org>

Mon, Oct 28, 2019 at 10:19 AM

Ok thank you, Also, Does my requests to NOT share my information extend to the TPI resource center and will I be able to see that information as well, or do I have to file something at that particular location? Does the HMIS system View TPI at the Location level or the Organization level?

Daniel

[Quoted text hidden]

**Matt Olguin** <matt@tprojects.org>  
To: "Daniel H." <danielstreetroots@gmail.com>  
Cc: April ROHMAN <april.rohman@multco.us>, Paul Susi <Paul.Susi@tprojects.org>

Mon, Oct 28, 2019 at 11:58 AM



HMIS views TPI at the agency level, so you do not need to go to particular locations to view location specific information, it all goes into the same profile. I will send a follow-up email shortly with your "new" HMIS username.

[Quoted text hidden]







From the risk to the fact, as I understand it, you would be working with other passengers to deal with the fact that someone had a fever and was probably contagious. I don't think it's unreasonable to expect you to work with the other passengers to deal with the fact that someone had a fever and was probably contagious. I don't think it's unreasonable to expect you to work with the other passengers to deal with the fact that someone had a fever and was probably contagious.

There is nothing in any of the other messages that would suggest that you should be working with other passengers to deal with the fact that someone had a fever and was probably contagious.

**Ernie Hoffman**  
 11:14

**William Gregory**  
 11:14

From my point of view, it seems like you would be working with other passengers to deal with the fact that someone had a fever and was probably contagious.

There is nothing in any of the other messages that would suggest that you should be working with other passengers to deal with the fact that someone had a fever and was probably contagious.

There is nothing in any of the other messages that would suggest that you should be working with other passengers to deal with the fact that someone had a fever and was probably contagious.

**Ernie Hoffman**  
 11:14





**Gmail** 3:01 PM

**Compose**

**Labels** **114**

**Starred**  
**Spooled**  
**Star**  
**Drafts**  
**More**  
**On**

**Search**

**U.S. - State and Federal violation of disability rights - Grievance/RFIA against Union Gospel Mission Burnside Shelter**

**Details** [View details](#) [Print](#)

**From:** Union Gospel Mission Burnside Shelter Leaders

**To:** [Redacted]

**Subject:** [Redacted]

**Date:** [Redacted]

4/15/2020  
Print a new page

Feel free to Google "Scottish Air Police" or "United Kingdom Royal Air Force" and other organizations and other important issues. Information you will find in the search engines.

Upon reading the one finding you have 3 other businesses. Just on the other side of the door, which was used opened in the past to stone partitions. I said, "Excuse me, what is the responsible inquiry?" Staff (unclear) someone agreed and spoke with someone responsible in the vehicle before. I asked him why the police were doing this, and he said because of higher marks. I was asking what was a procedure system with my side-front make sense. What he had said they were doing around the perimeter I am getting much more a grasp. In the first one, social interaction should be a same. There were media available and the speaker to be specific connected and at no time involvement in the neighborhood, a minor person to help us to use these responses. He told me he didn't want to enter it. I then said to him something about these laws. So I am stating as we start to talk to him from the front, making a reasonable request and offering a solution to this stated ongoing problem. This you open the other side of the door. He began to yell, "I need to explain to him that it is the same and you are a responder moderator of a room and he is a person you talk. He didn't even talk and he said no by making me out with the door and some weather. It didn't take down. I never spoke to an employee. I stayed calm and told him since he had broken the laws, you for not considering my reasonable request and one by treating a disabled person with indignity. By using his jurisdiction and/or coercion to get him to comply. The fact that we have a 110 to be faced to go outside and the consequences.

So I am doing note that had set that USG representatives had attacked my disability rights and broke the law. I am now requesting the video and audio footage immediately sent to the most in I have further claims of harassment. I was sent a statement. Right against me and have been contacted by a reporter. After my getting the AFCE with USG has a procedure on that point as well as this specific agreements with Terrence Proulx when I was an attorney employee or legal help with a teacher that I mentioned can be directed towards me for this problem. Please consider all of these things is being stated being in myself and every alleged harassment situation in that point, as I have a right to doing this.



**Daniel H.** <danielstreetroots@gmail.com>

to Stacy, Seraphie, Marc, Matt, George, orharborofhope@gmail.com, April

Dec 1, 2019, 2:35 PM (12 days ago)

Dear Transition Projects,

After much prayer on this matter, I have decided that even though that I've been pushed and hurt and suffered I simply cannot file a suit because of my spirituality. The word of our Lord in 1 Corinthians 6:5-9

"5 I say this to shame you. Is it possible that no one among you is wise enough to judge matters between believers? 6 Instead, one believer goes to court against another. And this happens in front of unbelievers!

7 When you take another believer to court, you have lost the battle already. Why not be treated wrongly? Why not be cheated? 8 Instead, you yourselves cheat and do wrong. And you do it to your brothers and sisters. 9 Don't you know that people who do wrong will not receive God's kingdom?"

I know that Transition Projects was started way back in 1969 by a young priest named **Reverend Gilbert N. Lulay**, and it is because I truly believe that his spirit still exist in the veins of your organization that I have made so much effort into guiding you back in a spirit of gentleness, as I am called to do. This has caused great distress in my heart knowing that TPI started as a body of believers but has strayed from the Way. The same spirit that called that young priest to begin TPI, is the same spirit that called me to help correct it and I pray the same spirit will help you make your decisions from this point forward. "Only God can judge". "And let vengeance be mine, says the Lord. "I will pay wrath".

If I was to take you to court, yes I probably would win, but that would be no benefit to any of you and would dishonor that great spirit that called that young priest to begin your organization. I believe that you all have engaged, by your participation or complacency in some wickedness, in something that is angering that same spirit and I have done everything my God has asked me to do in regards to assisting in TPI's salvation. It is this salvation you must work out for yourselves as I must work out my own, which perhaps the latter will take more work than what you are being tasked with for sure. I am praying for your own souls individually and collectively as an organization founded on the same principles I have been fighting so hard to incorporate back into the system, they are simply love, mercy, forgiveness and justice for the poor, that sums up the true message of our Lord.

What you do next will decide so much more than making retribution to this one man, a servant of God. What happens as a consequence of that next decision will be between you all, Rev. Lulay, and God.

May he have mercy on your souls.

Your brother in love,

Daniel



into a panic attack and thinking it was another heart attack ran out the emergency exit door and went to the OHSU Hospital, where I ran out as Police were there not to assist me but I believe to arrest me.

The next day I emailed Transition Projects again, indicating that I believe there was an attack on my life and asked to see the video. I was not answered. I then saw Matt Olgin in person and verbally requested to see the video, he said He would meet me the next day, he did not show. I still have not seen any of the video and I am requesting ALL of the video from my stay at Navigation Center.

After that, me and three other members (all seniors with disabilities) from SHAC met Sarahie from Mayor Wheeler's office at the Street Roots Office, we informed the Mayors office of our intent to continue to organize and use the Grievance Process if needed to encourage HUD to perform audits and investigations of the organizations of the CoC, we requested five line items and said if the Mayor can just support two as a sign of good faith to the Homeless Community we would be grateful. Sarahie agreed that all of those request were realistic and achievable and said she believes the Mayor will be receptive. I went back to the Navigation Center to find the manager Paul Susi there to tell me that I must vacate the premises. When I asked why, he said that because I smoked a cigarette the prior night I was docked with a night out and I had already exceeded my limits of night outs. I protested, said, one, your senior staff member had already told me I had one more and two, that cigarette policy is a result of the Good Neighbor Agreement that is by itself already admittedly a non-legally binding agreement and to hold shelter participants to it is unconstitutional. I understood that this expulsion most likely came directly at the request of the Portland Mayor's office since we had just met earlier that same day.

Also During the period before my expulsion from the RDNC, I had written an article entitled, "A Stump, Stumped in Stumptown"- River District Navigation Center- More than Just a Safe Place, or Strategically Designed to Fail, I submitted that article to Street Roots and Helen had offered to help me edit it, Helen suddenly stopped communicating with me and Kaia Sands the director never responded, I subsequently found documents that Street Roots had been getting funding from the CoC and was reporting articles with bias towards Housing First and because I was calling into question the players, policies and funding of this scheme decided to sensor my article, which cited city, county and state documents specifically that point toward the truth in this potential corruption.

I have done my best to meet this adversity in faith and love, I have petitioned the public body the AHFE of the Portland/Gresham/ Multnomah County CoC, with 6 pages of signatures from the homeless and housed citizens of Portland asking to place me on that board, I was ignored and then they changed their website and the membership requirements , but only after I submitted that in person at the meeting.

All of this is documented by the security cameras at Transition Projects RDNC, on Trimet Multnomah County and City of Portland's cameras including my protesting in Pioneer Square and outside City Hall.

The city of Greenville, South Carolina, Asheville, North Carolina and Chicago, have footage of my walk with Christ.

I have recorded everything I could by email and made this all transparent on my web pages and the on-line publication "Portland Alt Delete" .

My only intention was to serve God and write my poetry quietly however necessity has mothered me into an activist, A Christian Homeless Rights Activist, and the Lord has confirmed to me that Justice fro the Poor and to set the oppressed free is part of his unfolding plan of God and as long as I have life and breadth I will use every liberty I have been given to continue in that direction.

Thomas Jefferson said, " Injustice anywhere is a threat to Justice everywhere!", and one of my heroes John Bingham wrote in section one of the Fourteenth Amendment to the United States Constitution: "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

I, Daniel J. Hoffman, am demanding Justice, for myself, for the poor, for HOMELESS CITIZENS!



2/5/2020

Sent | dhoffmanhomelessrights@protonmail.com | ProtonMail

Evidence, Testimony, and further evidence here: portlandaltdelete.yolasite.com, shacattack.yolasite.com, homelessaltdelete.yolasite.com and my alternative to Housing First, what I have called "Elevator Economics Theory". Which is a policy of investing in eliminating poverty and elevating people out of poverty using individualized life plans, micro loans and resources for careers in the arts and humanities. Instead of policies like Housing First which only perpetuate poverty rather than real solutions. portlandhousinglast.yolasite.com

I am writing an article on my experience as a Homeless Citizen trying to exercise my rights and ask my elected leaders to move in the direction of justice and equality for all.

Please if you are refusing to comply with this reasonable request, I ask that you offer a comment as to why, that I can add to my article, please respond in 24 hours with that comment.

Thank you and God Bless you all,

Daniel Hoffman  
Homeless Citizen  
Christian Homeless Rights Activist  
Journalist @ "Portland Alt Delete"

Sent with [ProtonMail](#) Secure Email.





The screenshot shows a web browser window with a search engine interface. The search term is "child care". Below the search bar, there are several search results. The first result is titled "Child Care: A State of Emergency" and is from the website "The Conversation Project". The article text is partially visible and discusses the challenges of child care during the COVID-19 pandemic. The browser's address bar shows the URL "https://www.conversationproject.org/child-care-a-state-of-emergency/". The browser interface includes a search bar, navigation buttons, and a list of search results.

Search results for "child care":

- Child Care: A State of Emergency** - The Conversation Project
- Child Care: A State of Emergency** - The Conversation Project
- Child Care: A State of Emergency** - The Conversation Project

Article text (from "Child Care: A State of Emergency"):

Child care is a state of emergency. It is a crisis that has been declared by the United States Department of Health and Human Services. The crisis is caused by the COVID-19 pandemic, which has led to the closure of child care centers and the loss of jobs for child care workers. This has left many children and families in need of child care services. The crisis is a result of the government's failure to invest in child care infrastructure and to provide adequate support for child care workers. The crisis is a national emergency that requires immediate action from the federal government, state governments, and local communities. We must take steps to ensure that all children have access to safe and affordable child care services during this time of crisis.



Additional Steps:

The Computer will prompt you to attempt to connect to the network. If you should receive the error 0x80070057 or 0x80070056, you should disconnect from the network and try again.

Please do not turn on the network adapter until you have received the correct error message.

1. If you receive the error message, you should wait a few minutes and then try again. If you receive the error message again, you should try the following steps:

Disconnect

Disconnect

...

Details: You should connect to the network.

Overview

Overview

When the network adapter is not working, you should try the following steps:

1. Turn on the network adapter. If you have turned it off, you should turn it on. If you have turned it on, you should try the following steps:

2. Update the network adapter driver.

3. Check the network cable.

4. Check the network settings.

...

Details: You should connect to the network.

Overview

Overview

When the network adapter is not working, you should try the following steps:

1. Turn on the network adapter. If you have turned it off, you should turn it on. If you have turned it on, you should try the following steps:

2. Update the network adapter driver.

3. Check the network cable.

4. Check the network settings.

...





**Daniel H.**

I apologize, as you can see my state of panic I believe caused me to confuse the dates and times in my last email. To clarify the above, please ...

10:52, Dec 27, 10:02 AM (3 days ago)



**Daniel H.** <danielstreetroots@gmail.com>

to Andrew, Carl, Johna, Christopher, Daniel, Gregory

Fri, Dec 27, 10:33 AM (3 days ago)



4

Dear Trimet,

Unfortunately, I am filing another grievance today. Please add this to what is starting to be a long list of rights violations and profiling of the poor as well as myself as an activist with disabilities.

Today I found an non-validated ticket from yesterday which I validated this morning. This ticket was an all day pass. It shouldn't matter if I found it, was given it as a gift or paid for it. I had in my possession and it was validated for the December 27th. I rode bus 20 and was honest with Driver (A) and rode from Beaverton Transit to Washington Park with no issues, the driver did not mention any trouble with the ticket at that time. I went to Washington Park where I went for a walk, prayed and meditated. After I was finished I boarded bus 20 again 3909 around 9:30 am. I said the same thing that I said to Driver (A) to Driver (B). This new driver, allowed me on the bus but confiscated my ticket and said it is Trimet's property and this ticket is invalid. I protested but to no avail.

I am claiming you have been using your surveillance system against me for my activism, profiling me for being poor with your policies and that this policy that driver (B) talks about directly targets poor people and as income is a protected class in the state of Oregon, I am demanding that you offer a solution to all of these claims or provide a reply as to why you are not, in writing by email, as that is my only form of communication, as I am unemployed, have no phone and am a homeless citizen.

What is the point of validating a ticket if the ticket already has the date on it? What does Trimet do with all the fees collected by people who never use their tickets on the day of purchase? I am requesting again a look at your financials to try and determine if Trimet's policies are in fact targeted against the poor and may in fact be claiming funds that belong to their passengers.

Thank you,

Daniel Hoffman











**M** Gmail

Compose

Labels: Inbox, Starred, Shared, Sent, Drafts, Archive

Search:

1 received made

View and edit all attempts to restore a link for your domain


Mark Olson, MSN | Executive at Residential Services  
Transfer Projects  
Provenza, HI, HI 96766

From: [henri@astoria-hi.com](mailto:henri@astoria-hi.com)

RE: NEW HOY | Portland Oregon 97209  
503.280.4721 or 503.280.4272 F  
[henri@astoria-hi.com](mailto:henri@astoria-hi.com) | [www.astoria-hi.com](http://www.astoria-hi.com)

Henri

444



**Henri H.** [henri@astoria-hi.com](mailto:henri@astoria-hi.com)  
EN FR EN

Mon 2, 2019, 9:56 AM

No images were loaded in this email

I received a note up warning them that not to using the "anonymous" due the disease due to my need to work and still "anonymous" makes the effort required to be local since symptoms that were enough on the case of a physical meet on the porch! see your responsibility they warning, and are you investigating the email, my head is right hand of a video camera and there should be other documentation

As for as working on to another sticky. It is a sticky not connected to TFI or any of your agency partners that that would be helpful however I am afraid that any records through TFI or any partner or affiliated agencies would first bring the same problems and perhaps believe or someone else and this is all useful. In open for solutions that that outside of localing services that is required. obviously I will just have to continue to keep an eye on it and of getting out of the environment here and continue documenting my business I experience along the way which I am enjoying and helpful. Here is what the address

Thank you again





**Daniel H.** <danielstreetroofs@gmail.com>

to Stacy, Seraphie, Marc, Matt, George, orharborofhope@gmail.com, April

Dec 1, 2019, 2:35 PM (12 days ago)



Dear Transition Projects,

After much prayer on this matter, I have decided that even though that I've been pushed and hurt and suffered I simply cannot file a suit because of my spirituality. The word of our Lord in 1 Corinthians 6:5-9

**"5** I say this to shame you. Is it possible that no one among you is wise enough to judge matters between believers? **6** Instead, one believer goes to court against another. And this happens in front of unbelievers!

**7** When you take another believer to court, you have lost the battle already. Why not be treated wrongly? Why not be cheated? **8** Instead, you yourselves cheat and do wrong. And you do it to your brothers and sisters. **9** Don't you know that people who do wrong will not receive God's kingdom?"

I know that Transition Projects was started way back in 1969 by a young priest named **Reverend Gilbert N. Lulay**, and it is because I truly believe that his spirit still exist in the veins of your organization that I have made so much effort into guiding you back in a spirit of gentleness, as I am called to do. This has caused great distress in my heart knowing that TPI started as a body of believers but has strayed from the Way. The same spirit that called that young priest to begin TPI, is the same spirit that called me to help correct it and I pray the same spirit will help you make your decisions from this point forward. "Only God can judge". "And let vengeance be mine, says the Lord. "I will pay wrath".

If I was to take you to court, yes I probably would win, but that would be no benefit to any of you and would dishonor that great spirit that called that young priest to begin your organization. I believe that you all have engaged, by your participation or complacency in some wickedness, in something that is angering that same spirit and I have done everything my God has asked me to do in regards to assisting in TPI's salvation. It is this salvation you must work out for yourselves as I must work out my own, which perhaps the latter will take more work than what you are being tasked with for sure. I am praying for your own souls individually and collectively as an organization founded on the same principles I have been fighting so hard to incorporate back into the system, they are simply love, mercy, forgiveness and justice for the poor, that sums up the true message of our Lord.

What you do next will decide so much more than making retribution to this one man, a servant of God. What happens as a consequence of that next decision will be between you all, Rev. Lulay, and God.

May he have mercy on your souls,

Your brother in love,

Daniel



# Oregon Voter Registration Card

**You may use this form to**

- register to vote
- update your information

**1 Print with a black or blue pen to complete the form.**

**2 Sign the form.**

**3 Mail or drop off the form at Your County Elections Office.**

Your County Elections Office will mail you a Voter Notification Card to confirm your registration.

**oregonvotes.gov**

**1 866 673 8663**  
se habla español

**TTY 1 800 735 2900**  
for the hearing impaired

### information disclosure

Information submitted on an Oregon Voter Registration Card is public record. However, information submitted in the Oregon Driver's License section is, by law, held confidential.

### assistance

If you need assistance registering to vote or voting please contact your County Elections Official. See reverse for contact info.

If you are not yet 18 years of age, you will not receive a ballot until an election occurs on or after your 18th birthday.

**The deadline to register to vote is the 21st day before an election.**

**Only registered voters are eligible to sign petitions.**



SEL 500

Are you a citizen of the United States of America?  
Are you at least 16 years of age?

If you mark no in response to either of these questions, do not complete this form.

**Personal Information** \*required information

last name\* **hoffman** first\* **Daniel** middle **J.**  
 Oregon residence address, city and zip code (include apt. or suite number)\*  
**211 NW Davis St., Portland, Oregon 97209**  
 date of birth (month/day/year)\* **04/27/1979** county of residence\* **Multnomah**

phone **345 Commercial St NE, Salem, OR 97301** email **dhoffmanhor@essrights@gmail.com**  
 mailing address, including city, state and zip code (required if different than residence)

**Oregon Driver's License/ID number**

Provide a valid Oregon Driver's License/Permit/ID number.

**political party**

- Not a member of a party
- Constitution
- Democratic
- Independent
- Libertarian
- Pacific Green
- Progressive
- Republican
- Working Families
- Other \_\_\_\_\_

If you do not have valid Oregon ID, provide the last four digits of your Social Security number.

If you do not have valid Oregon ID or Social Security number, provide a copy of one of the following that shows your name and current address.

### acceptable identification

- valid photo identification
- a paycheck stub
- a utility bill
- a bank statement
- a government document
- proof of eligibility under the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) or the Voting Accessibility for the Elderly and Handicapped Act (VAAHA).

### signature

swear or affirm that I am qualified to be an elector and I have told the truth on this registration.

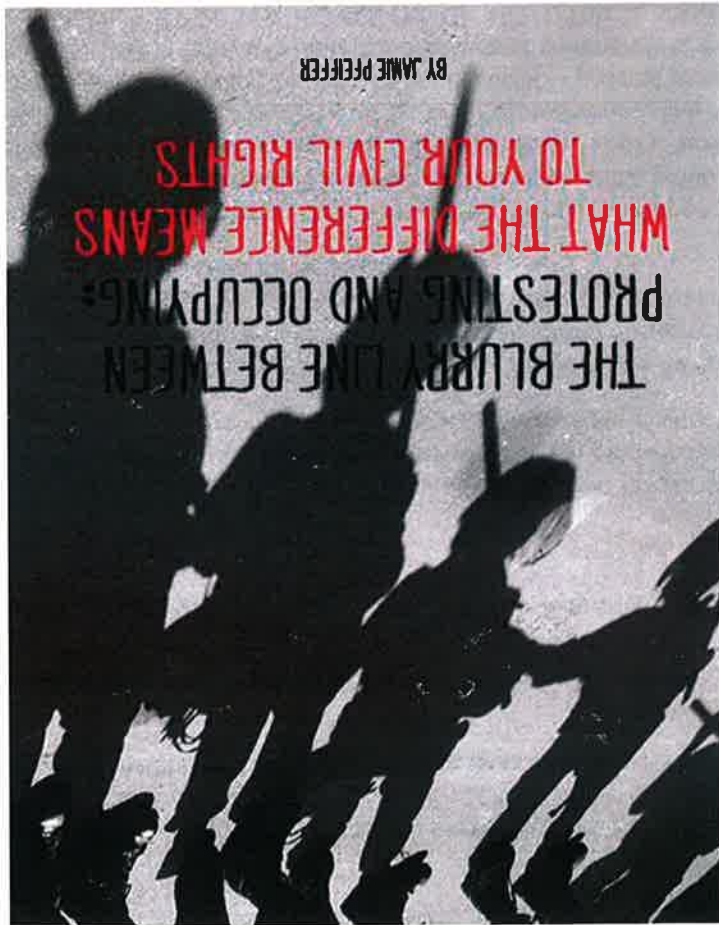
sign here *[Signature]* date today **01/23/20**

**registration updates** Complete this section if you are updating your information.

previous registration name \_\_\_\_\_ previous county and state \_\_\_\_\_ date of birth (month/day/year) \_\_\_\_\_

For more information on previous registration





One of the distinguishing freedoms in our American society is that we are allowed to gather, in a group, for the purpose of peaceful protest against any perceived harm. But the recent "Occupy" protests have provoked some emotional debate from both sides — even when everyone was seeking to preserve (and perhaps enhance) the civil rights of the protesters and the community at large. Major questions involve the differences between lawful protest and civil disobedience, and how the Constitution's protections differ for each, as well as the government's right to restrict speech, conduct and assembly while preserving individuals' First Amendment rights.

**Protests Are Protected (But Some Restrictions Apply)**

The First Amendment to the United States Constitution guarantees the right to assemble and engage in peaceful protest in what have become known as "traditional public forums," such as streets, sidewalks and parks. The Supreme Court has upheld certain restrictions on the "time, place and manner" of the speech; the restrictions must be reasonable, not based on content and narrowly tailored to protect permissible public interests (such as safety). See *Perry Education Ass'n v. Perry Local Educators' Ass'n*, 460 U.S. 37 (1983). By imposing acceptable restrictions, a city, county or municipality has the power to balance the civil rights of its general populace with the individual rights of the protesters.

For example, people conducting large, organized marches down city streets that will likely disrupt or stop traffic may be required to first obtain a permit, a restriction that has been upheld by courts as long as it is uniformly required of all large marches regardless of their purpose. In contrast, a small group that stays on public sidewalks and obeys all traffic signals is usually allowed to march without a permit, because such a group does not raise serious safety concerns or interfere with or threaten the general public's right to use the roads.

Similarly, if a group intends to use public facilities or amplified sound, courts will likely uphold a permit requirement, but protesters may use the "call and repeat" method to vocally protest without a permit. Protestors generally have the right to distribute literature, hold signs, drum, dance, sing, chant and collect petition signatures and donations while on sidewalks or in front of government buildings as long as they are not disrupting traffic, harassing or forcing passersby to accept leaflets or otherwise blocking public thoroughfares.

The First Amendment does not protect speech combined with conduct that violates established laws, such as trespassing or disobeying or interfering with a police officer's lawful order. A speaker can be arrested if he or she advocates imminent violence or panic, *Schenck v. United States*, 249 U.S. 47 (1919) (illegal to yell fire in a crowded theatre); specifically provokes people to commit unlawful actions, *Chaplinsky v. New Hampshire*, 315 U.S. 568 (1942) ("fighting words" not protected); makes malicious statements about public officials, *New York Times Co. v. Sullivan*, 376 U.S. 254 (1964); is obscene or lewd (in speech or conduct), *Miller v. California*, 413 U.S. 15 (1973); or uses speech constituting "hate speech," that is, vitriolic speech related to a protected characteristic, *R.A.V. v. St. Paul*, 505 U.S. 377 (1992).

Furthermore, an individual generally does not enjoy greater protection to engage in free speech activity than a private property owner is protected in exercising his or her property rights. Protestors do not have the right to protest on private property without the consent of the property owner, because constitutional protections apply only to situations involving "state action." *Hudgens v. NLRB*, 424 U.S. 507 (1976).

### But They're Not Protesting! They're "Occupying"!

Countries around the world with freedom of speech and assembly provisions, including the United States and Canada, are struggling with the distinction between "protesting" and "occupying," and whether the protections granted to traditional protesting extend to an indefinite "occupation" of public land and resources in support of a broader "protest" (protected) movement.

Is encampment a form of symbolic speech that should enjoy protection? See *Tinker v. Des Moines Independent Community School District*, 393 U.S. 503 (1969) (right to wear armbands in school protesting war); *United States v. O'Brien*, 391 U.S. 367 (1968) (right to burn draft cards as form of symbolic speech). Or is it a form of civil disobedience — a peaceful but unlawful activity that is used as a form of protest but is not protected under the First Amendment?

The law has historically made a distinction between lawful, nonviolent, constitutionally protected protest and civil disobedience. Civil disobedience has been defined as one's "deliberate refusal to comply with laws he or his group considers to be unjust," and is separate and distinct from a lawful protest demonstration. See J. L. LeGrande (Sep., 1967), "Nonviolent Civil Disobedience and Police Enforcement Policy," *The Journal of Criminal Law, Criminology, and Police Science*. The Ninth Circuit notes that "civil disobedience" is the willful violation of a law, undertaken for the purpose of social or political protest. Cf. *Webster's Third New International Dictionary* 413 (unabridged, 1976) ("refusal to obey the demands or commands of the government" to force government concessions). *U.S. v. Schoon*, 971 F.2d 193, 195-196 (9th Cir. 1991). This is, obviously, almost a phantom distinction, given that the "symbolic speech" protected by many of the landmark Supreme Court cases upholding expressive conduct as First Amendment-protected speech (including *Tinker, supra*) involve conduct that does violate the law but the Court has determined to be protected nonetheless.

There is also a distinction between indirect civil disobedience and direct civil disobedience. The former "involves violating a law which is not, itself, the object of protest, whereas direct civil disobedience involves protesting the existence of a particular law by breaking that law." *U.S. v. Schoon, supra*, 971 F.2d at 196.

In many past protests/demonstrations of civil disobedience that made statements about the oppressive unfairness of the laws and the government itself, protesters who broke the law — such as Rosa Parks — were arrested. In fact, the arrests of the participants drew attention to the laws that were unjust and energized people to overturn them. Thus direct civil disobedience resulted in changes to the very laws being broken. Conversely, indirect civil disobedience involves conduct that violates a law (e.g., trespassing on land privately owned by a shop) in order to protest something not directly related to the actual violation itself (e.g., the business owner's unfair hiring practices).

One stated reason for using indirect civil disobedience against a government entity to protest conduct by a private organization is that it defies the authority of a system that continues to allow the unjust private activity to occur. See Kimberley Brownee, "The Communicative Aspects of Civil Disobedience and Lawful Punishment," *Criminal Law and Philosophy* (9 Nov. 2006). Thus the violations by the Occupy movement or local government authority can be viewed as a protest against the government's support for or failure to remedy the current social and economic conditions.



## AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

### 1. Introduction

The citizen participation process implemented by the City is developed to encourage input from community stakeholders and citizens of Salem and Keizer. These entities, along with community members are given an opportunity to review and comment on the information contained in this Annual Action Plan and other plans and reports developed by the City.

This AAP relies on planning efforts conducted by the Mayors and Councils for both Salem and Keizer, Oregon Housing and Community Services (OHCS), Salem Housing Authority, and service providers. Staff also participated in national conferences, seminars and policy/strategy sessions to learn about best and promising practices in housing, community sustainability, equity issues and homelessness intervention and prevention.

- The City of Salem is committed to work alongside the businesses, property owners, private non-profit organizations, and communities of faith, to reduce homelessness and serve the needs of homeless families and individuals. City Council also formed the Downtown Homeless Solutions Task Force. The task force recommendations were reported back to the Council in January. Task Force information is located on the City's website: <https://www.cityofsalem.net/Pages/downtown-homeless-solutions-task-force.aspx>

12

- The City of Keizer is in the process of completing a Housing Needs Analysis. The City of Keizer is developing a Housing Needs Analysis (HNA) and Buildable Lands Inventory (BLI). The project will provide information to the City about Keizer's housing market, provide a basis for updating the Housing Element and housing policies of Keizer's Comprehensive Land Use Plan, and will determine if the city has enough residential land to accommodate future projected population growth. The project will provide information about housing and socio-economic trends, inventory buildable residential land, and describe the need for new housing, and ultimately determine whether Keizer currently has enough land to meet identified housing needs. The HNA will provide a factual basis for understanding housing needs, particularly need for housing affordable for households of all income levels, and for developing policies to better meet Keizer's housing needs. Information about the Keizer HNA can be found at: <https://www.keizer.org/housing-needs-analysis-and-buildable-lands-inventory>
- The Mid-Willamette Homeless Initiative (MWHI) Strategic Plan (Strategic Plan) was adopted in February of 2017. The City of Salem has partially-funded a Program Coordinator position housed with the Mid-Willamette Valley Council of Governments to implement the Strategic Plan. The collaboration resulted in a Service and Resource Inventory Map, a Money Map based upon 2017-2018 information,



## RESOLUTION NO. 2020-4

### A RESOLUTION DECLARING A STATE OF EMERGENCY RELATING TO UNSHELTERED RESIDENTS IN THE CITY OF SALEM

**Whereas**, Salem, like many communities within Oregon and nationwide, has many residents who lack permanent, affordable, housing;

**Whereas**, the City of Salem and the Housing Authority of the City of Salem, have aggressively pursued a “housing first” model to address the community wide shortage of affordable housing;

**Whereas**, the City’s and the Authority’s efforts have resulted in many unsheltered residents obtaining permanent affordable housing;

**Whereas**, The City and the Authority are continuing efforts to create additional affordable housing, and increase access and lower barriers to services for those in need;

**Whereas**, despite the efforts of the City, the Authority, private affordable housing developers, and social service providers, there continues to be a significant number of residents in the city that lack safe and affordable housing;

**Whereas**, social service providers in Salem provide a variety of shelter alternatives, however, these alternatives often operate at, or near, capacity, and unsheltered residents either are unable, or unwilling, to stay at available shelters;

**Whereas**, many unsheltered residents maintain tents or other improvised shelters in public areas such as undeveloped publicly owned property, right-of-way, and sidewalks (“camping”);

**Whereas**, public areas are not intended for camping, and lack the minimum facilities for habitation, such as access to toilets, water, personal hygiene facilities, cooking facilities, and electricity;

**Whereas**, public camping often causes problems or conflicts with users of abutting property and users of public areas, through incidents of trespassing, accumulation of waste, and other illegal conduct;

**Whereas**, seasonal winter temperatures, wind, and precipitation can pose a threat to the health and safety of unsheltered people;

**Whereas**, the City Council desires to expand available shelter capacity and provide the opportunity for unsheltered residents with vehicles to legally overnight camp in their vehicles on private property with the permission of the property owner, and have access to water, toilets, and waste disposal;

**Whereas**, The United Way of the Mid-Willamette Valley has opened a women’s shelter, named Safe Sleep, that has capacity for up to 19 women;





# CITY OF SALEM

555 Liberty St SE  
Salem, OR 97301

## Revisions to the Agenda #1

### City Council

---

**Monday, February 10, 2020**

**6:00 PM**

**Council Chambers**

---

**3.1a.** 20-37

January 21, 2020 Draft City Council Minutes

*Revised - Revised Minutes.*

*Revised the Nay vote tally on the substitute motion on item 3.a.*



*555 Liberty St SE  
Salem, OR 97301*



**Final Action Agenda - Minutes - Draft**

**Tuesday, January 21, 2020**

**6:00 PM**

**Special Meeting / Council Policy Agenda Work Session**

**Council Chambers**

**City Council**

**1. OPENING EXERCISES:**

**Call to Order**

6:03 p.m.

**Roll Call**

**Present:** 7 - Councilor Andersen, Councilor Nanke, Councilor Ausec, Councilor Lewis, Councilor Hoy, Mayor Bennett, and Councilor Nordyke

**Absent:** 2 - Councilor Kaser, and Councilor Leung

**Pledge of Allegiance**

Led by Mayor Bennett.

**1.1 APPROVAL OF SPECIAL MEETING AGENDA**

A motion was made by Councilor Hoy, seconded by Councilor Nanke to approve the special meeting agenda.

The motion CARRIED by a unanimous vote.

**1.2 APPROVAL OF ADDITIONS AND DELETIONS TO THE AGENDA**

None.

**1.3 COUNCIL AND CITY MANAGER COMMENT**

Comments by: Councilors Hoy, Nordyke, and Andersen.



**2. PUBLIC COMMENT: (Comment on agenda items)**

Appearances by:

David Beem, Item 3.a, File 20-29

Ronald Saffold, Item 3.a, File 20-29

Daniel Rouslin, Item 3.a, File 20-29

Pat Dimina, Item 3.a, File 20-29

Jacque Heavy, Item 3.a, File 20-29

Brent Koester, 625 Church Street SE, Item 3.a, File 20-29

Joan Stembridge, No address provided, Item 3.a, File 20-29

Jeremy Kraemer, President, Local Chapter of International Association of  
EMTs and Paramedics, Item 3.a, File 20-29

Andrea Foust, Item 3.a, File 20-29

Ray Quisenberry, Ward 1, Item 4.a, File 20-20

Diane Chavez, No address provided, Item 4.a, File 20-20

Sharon Edwards, No address provided, Item 3.a, File 20-29

Phil Carver, Co-Coordinator, 350 Salem, Item 4.a, File 20-20

Doug Elwood, 651 Church Street SE, Item 3.a, File 20-29

Carlene Benson, 545 Leslie Street SE, Item 3.a, File 20-29

Jeannie Collins, No address provided, Item 3.a, File 20-29

Cindy Morse, No address provided, Item 3.a, File 20-29

Dr. Janet Lorenzen, No address provided, Item 4.a, File 20-20

Paul Tolman, No address provided, Item 3.a, File 20-29

Marjorie Kmetz, No address provided, Item 3.a, File 20-29

Kelly Hadley, No address provided, Item 3.a, File 20-29

Becky Beaman, No address provided, Item 3.a, File 20-29

Questions or Comments by: Councilors Hoy, Nordyke, Andersen, Lewis,  
Nanke, and Mayor Bennett.

**3. SPECIAL ORDERS OF BUSINESS:**

3.a. 20-29

Declaration of emergency related to unsheltered residents

Ward(s): All Wards

Councilor(s): All Councilors

Neighborhood(s): All Neighborhoods

Result Area(s): Safe Community; Welcoming and Livable Community.

**A motion was made by Councilor Hoy, seconded by Councilor Ausec to adopt Resolution No. 2020-4, declaring a state of emergency within the city of Salem related to unsheltered residents.**

**Questions or Comments by: Councilors Hoy, Lewis, Andersen, Nanke, Nordyke, Mayor Bennett, Jimmy Jones, Arches Project, Kristin Retherford, Urban Renewal Agency Director.**

**Councilor Hoy amended his motion, seconded by Councilor Andersen to (1) remove provision to open Pringle Hall as a warming center; (2) direct staff to explore temporary lifting of camping ban, in part or whole, in industrial zones; (3) direct staff to explore the zoning change for the building, mentioned by Jimmy Jones, for low barrier shelter and any other buildings that may have come on the market for use as a warming center.**

**Questions or Comments by: Councilors Hoy, Andersen, Nanke, Nordyke, Lewis, Ausec, Mayor Bennett, Jimmy Jones, Arches Project, City Manager Powers, and City Attorney Atchison.**

**A substitute motion was made by Councilor Lewis, seconded by Councilor Nordyke to use Pringle Hall for the next 10 weeks as a temporary shelter.**

**The substitute motion FAILED by the following vote:**

**Ayes 2 - Lewis, Ausec**

**Nays 5 - Andersen, Nanke, Hoy, Nordyke and Bennett**

**Comments by: Mayor Bennett and City Attorney Atchison.**

**A motion was made by Councilor Hoy, seconded by Councilor Andersen to adopt Resolution No. 2020-4, declaring a state of emergency within the city of Salem related to unsheltered residents and (1) remove provision to open Pringle Hall as a warming center; (2) direct staff to explore temporary lifting of camping ban, in part or whole, in industrial zones; (3) direct staff to explore the zoning change for the building, mentioned by Jimmy Jones, for low barrier shelter and any other buildings that may have come on the market for use as a warming center.**

**Comments by Councilors Lewis, Nordyke, and Mayor Bennett.**

**The motion CARRIED by the following vote:**

**Aye: 7 - Andersen, Nanke, Ausec, Lewis, Hoy, Bennett, and Nordyke**

**Nay:** 0

**Absent:** 2 - Kaser, and Leung

**Abstain:** 0

**Mayor Bennett called for a five minute recess, and the meeting resumed at 8:47 p.m.**

**3.b.**     19-605     A transfer of appropriation authority for the purpose of funding a temporary shelter at Pringle Community Hall and increasing shelter capacity

Ward(s): All Wards

Councilor(s): All Councilors

Neighborhood(s): All Neighborhoods

Result Area(s): Good Governance; Natural Environment Stewardship; Safe Community; Safe, Reliable and Efficient Infrastructure; Strong and Diverse Economy; Welcoming and Livable Community.

**A motion was made by Councilor Hoy, seconded by Councilor Nanke to refer Resolution No. 2020-1 back to staff for further consideration.**

**Questions or Comments by: Councilors Nordyke and Hoy.**

**The motion CARRIED by the following vote:**

**Aye:** 7 - Andersen, Nanke, Ausec, Lewis, Hoy, Bennett, and Nordyke

**Nay:** 0

**Absent:** 2 - Kaser, and Leung

**Abstain:** 0

**4. WORK SESSION - COUNCIL POLICY AGENDA**

4.a. 20-20

2020 Policy Agenda.

Ward(s): All Wards

Councilor(s): All Councilors

Neighborhood(s): All Neighborhoods

Result Area(s): Good Governance; Natural Environment Stewardship;  
Safe Community; Safe, Reliable and Efficient Infrastructure; Strong  
and Diverse Economy; Welcoming and Livable Community.

**City Manager Powers recommended rescheduling the work session for the  
2020 Council Policy Agenda to February 18, 2020. The work session was  
tabled.**

**Comments by: Mayor Bennett, Councilors Andersen, Hoy, Nordyke, and City  
Manager Powers.**

## 5. ADJOURNMENT

8:53 p.m.

**Sec. 95.720. - Camping prohibited on public property and public right-of-way.**

- (a) Definitions. Unless the context specifically requires otherwise, as used in this Section, the following words and phrases mean:
- (1) *To camp* means to set up, or to remain in or at a campsite, for the purpose of establishing or maintaining a temporary place to live.
  - (2) *Campsite* means any place where there is a tent, or any structure or assembly of materials consisting of a top or roof or any other upper covering and enclosed on one or more sides, that is of sufficient size for a person to fit underneath or inside.
  - (3) *Public sidewalk* means the area between the street and the abutting property, including any pedestrian way and landscape strip.
  - (4) *Street* means any public right-of-way that is open to the public, used, or intended to be used, by vehicular traffic.
- (b) It is unlawful for any person to camp in or upon any public sidewalk, public property, or public right-of-way, unless otherwise specifically authorized by law or by declaration of the Emergency Program Manager in emergency circumstances.
- (c) Upon finding it to be in the public interest, the City Council may exempt a special event from compliance with this section by resolution. The resolution shall specify the period of time and location covered by the exemption.
- (d) A violation of this section is declared a public nuisance under SRC 50.800—50.880, and is subject to abatement by the City.
- (e) Nothing in this section shall be construed to permit conduct that is prohibited by SRC 95.700 "Pedestrian interference."

( Ord. No. 10-19, § 1(Exh. A), 12-2-2019, eff. 12-16-2019)

**Editor's note—** Ord. No. 10-19, § 1(Exh. A), adopted Dec. 2, 2019, effective Dec. 16, 2019, repealed former §§ 95.720—95.770 and enacted new provisions to read as herein set out. Former §§ 95.720—95.770 pertained to violations, definitions, Downtime Crime Prevention District created, North Salem Crime Prevention District created, civil exclusion, variances from exclusion, violation of exclusion notice, appeals; and derived from prior Code §§ 95.720, 95.730, 95.735, 95.736, 95.740, 95.750, 95.760, 95.770; Ord. No. 16-2003; Ord. No. 30-2003; Ord. No. 74-07; Ord. No. 10-14; and Ord. No. 111-07.



Sec. 95.730. - Unattended personal property on public sidewalks prohibited.

- (a) Definitions. Unless the context specifically requires otherwise, as used in this section, the following words and phrases mean:
- (1) *Public sidewalk* means the area between the street and the abutting property, including any pedestrian way and landscape strip.
  - (2) *Personal property* means tangible items greater than one cubic foot in size, other than signs, which are reasonably recognizable as belonging to individual persons and which have apparent utility or value.
  - (3) *Street* means any public right-of-way that is open to the public, used, or intended to be used, by vehicular traffic.
- (b) It is unlawful for any person to knowingly leave personal property unattended on a public sidewalk during the hours of between 7:00 a.m. and 9:00 p.m.
- (c) The prohibitions of subsection (b) do not apply to:
- (1) Personal property left unattended on a public sidewalk for less than two hours, that is actively being loaded or unloaded; or
  - (2) Any person performing a City approved or permitted activity.
- (d) Personal property left unattended on a public sidewalk in violation of this section may be removed by the City if:
- (1) The property poses an immediate threat to public health, safety or welfare; or
  - (2) The property has been posted with a notice written in English and Spanish at least 24 hours in advance. The notice shall contain the following information:
    - a. That it is unlawful to leave personal property unattended on a public sidewalk within the City of Salem during the hours of between 7:00 a.m. and 9:00 p.m.;
    - b. The date and time the notice was posted and the date and time at which the property is subject to being removed by the City;
    - c. That the property subject to the notice is subject to immediate removal if, within the following 30 days, the property is again left unattended on a public sidewalk in violation of this section;
    - d. The contact information for how to reclaim any personal property which has been removed by the City pursuant to this section; and
    - e. That any property removed by the City pursuant to this section will be disposed of pursuant to applicable law if not claimed within 30 days after removal.
- (e) Personal property removed by the City pursuant to this section shall be stored for a minimum of 30 days during which time it must be made reasonably available to the owner. The 30-day retention period of this subsection does not apply to personal property that is in an unsafe or unsanitary condition, or perishable.

- (f) The Director, may develop administrative policies for the removal of unattended personal property from public sidewalks, the storage of the property, and procedures by which the property may be reclaimed.
- (g) Nothing in this section shall be construed as limiting the City's ability to seize, remove, abate, or dispose of property in accordance with any other provision of the Salem Revised Code or in accordance with any other provision of law.
- (h) A violation of this section is declared a public nuisance under SRC 50.800—50.880, and is subject to abatement by the City.
- (i) Nothing in this section shall be construed to permit conduct that is prohibited by SRC 95.700 "Pedestrian interference."

( Ord. No. 10-19, § 1(Exh. A), 12-2-2019, eff. 12-16-2019)

**Editor's note**— See editor's note to § 95.720.



**Sec. 95.550. - Trespass.**

- (a) It shall be unlawful for any person to enter or remain in or upon premises when the premises, at the time of such entry or remaining, are not open to the public, or when the entrant is not otherwise licensed or privileged to do so.
- (b) It shall be unlawful for any person to fail to leave premises that are open to the public after being lawfully directed to do so by the person in charge.
- (c) It shall be unlawful for any person, with the intent to cause substantial inconvenience to the owner or to another person, and having no right to do so, nor reasonable ground to believe that he or she has such right, to tamper or interfere with or damage property of another.
- (d) It shall be unlawful for any person to enter premises that are open to the public after being lawfully prohibited from entry to the premises.

(Prior Code, § 95.550; Ord. No. 3389; Ord. No. 60-76; Ord. No. 30-2003)

**State Law reference—** Trespass, ORS 164.243—164.278.





Details Reports

File #: 20-49 Version: 1  
 Type: SOB - Matters of special importance to council Status: Agenda Ready  
 File created: 1/30/2020 In control: [City Council](#)  
 On agenda: 2/10/2020 Final action:  
 Title: Revising restrictions on camping. Ward(s): All Wards Councilor(s): All Councilors Neighborhood(s): All Neighborhoods Result Area(s): Safe Community; Welcoming and Livable Community.  
 Attachments: 1. [Camping Areas](#), 2. [Downtown and surrounding area](#), 3. [Existing Park System Map](#)  
 Related files: [20-40](#)

File Text

**TO:** Mayor and City Council  
**THROUGH:**  
**FROM:** Steve Powers, City Manager  
**SUBJECT:** title

*FB - Homeless Coalition Salem*

Revising restrictions on camping.

*dakotator@msn.com*

Ward(s): All Wards  
 Councilor(s): All Councilors  
 Neighborhood(s): All Neighborhoods  
 Result Area(s): Safe Community; Welcoming and Livable Community.  
 end

**ISSUE:**

Information only

**RECOMMENDATION:**  
 recommendation

Information only.  
 body

**SUMMARY:**

At the January 27<sup>th</sup> City Council meeting, Council directed staff to return at the next council meeting with a proposal that would ban camping in downtown, city parks and residentially zoned neighborhoods. The proposal would allow camping in the remainder of Salem.

To modify the restrictions on camping consistent with the adopted motion, Council would be required to pass an ordinance to modify the Salem Revised Code ("Code" or "SRC") so that the restrictions on camping would only apply to the downtown, City parks, and residentially zoned areas. If the proposal is approved by Council on February 10, an ordinance can be presented for consideration at the February 24<sup>th</sup> council meeting.

**FACTS AND FINDINGS:**

If council decides to modify the camping restrictions, the ordinance bill would amend SRC 95.720 to provide that the restrictions on camping **apply only** in the following areas:

- Areas zoned for residential use - EFU, RA, RS, RH, RMI, RMII, FMU, and NCMU zoned areas (Attachment 1),
- The "downtown" area as defined in the attached map (Attachment 2), that area generally bounded by Hood Street to the North, the Willamette River to the West, 12<sup>th</sup> Street to the East, and Mission Street to the South, and
- Park land as designated on the City's Comprehensive Parks Master Plan (Attachment 3).

The areas of the city where the camping restrictions would **not apply** would be properties with commercial, industrial, or public zones that are not located in the "downtown." A map (Attachment 1) depicts where the camping restriction would and would not apply. The SRC prohibits camping in City parks, as well as overnight use of parks, and those restrictions would not be affected by this proposal. Further, lifting the restrictions would not allow camping on private property, but people could place tents and camp structures within sidewalks abutting those properties.

**Impacts**

It is extremely difficult to predict the specific effects or consequences of the proposal. The proposal will probably result in an increase to the number of campsites in areas where enforcement will no longer apply. Some individuals currently staying on the sidewalks within the downtown area may relocate

to areas with no camping restrictions. Over the past several years, prior to the camping restrictions, the downtown area typically saw an influx of unsheltered individuals during the cold weather months due to proximity to service providers and other factors. Nothing in the proposal would prevent individuals from continuing to reside on downtown sidewalks. Without additional authority to regulate the current behavior in the downtown, it is unlikely the behaviors will be reduced.

Unknown is what specific impacts there will be on areas where the camping restriction is lifted. In the last few years, the existence of large camps and even individual camps has created substantial impacts on neighboring properties. The potential for campers to congregate in large groups in the unregulated areas under this proposal is significant, as is the potential cost to the City for the associated clean-ups and responses to any camp that is deemed a nuisance.

#### **Use Considerations**

Many unsheltered people stay near available resources, such as the UGM and Arches. Given that both UGM and Arches are within the recommended "downtown" area under the proposal, it is possible that camps will occur and increase in areas as close as possible to these resources, but outside of "downtown" zone. Areas around Edgewater and Wallace Road near the West end of the Union Street pedestrian bridge, and the commercial and industrial areas North of Hood Street, would not be covered by the restrictions on camping, and it is possible that camps will proliferate in those areas.

Many sensitive uses, such as schools and churches, are in commercial, public, and some industrial areas where camping would be allowed. If this proposal moves forward, the restrictions on camping on land near schools and churches should be preserved.

Many commercial, industrial, and public-zoned areas are located adjacent to residential areas such as Portland Road, Commercial Street, Lancaster Avenue, Mission Street East of 12<sup>th</sup> Street, Market Street, and Wallace Road. A likely outcome of the proposed revisions to SRC to allow camping is that there will be negative impacts on adjacent areas where the camping restrictions continue to apply.

#### **Implementation Considerations**

The proposal only lifts the camping restrictions in certain areas, and does not affirmatively grant or permit the right to camp within the city. Camping would not be allowed on private property without the owner's consent. Campsites that rise to the level of public nuisance will be subject to enforcement action by the City, to the extent that resources are available, and individual campers will be required to temporarily move to allow abutting property owners to maintain the sidewalk and landscape strip, as required by the City Code.

The proposal would create enforcement challenges for staff in determining what properties and areas are subject to camping restrictions. Additional costs and delayed enforcement will result from not having distinct and easily identifiable boundaries. This challenge will also apply to people who wish to camp and will not know the areas the camping restrictions apply. The City may be able to provide guidance, and compliance may improve over time.

#### **BACKGROUND:**

On January 13<sup>th</sup> City Council directed staff to evaluate whether to suspend the restrictions on campsites in industrial areas. At the January 27<sup>th</sup> city council meeting, staff provided a report that recommended no changes to the current restrictions. At that meeting, City Council adopted a motion to direct staff to present for council consideration a proposal that would ban camping in the downtown, City parks, and residentially zoned areas.

#### **Attachments:**

1. Proposal Map
2. "Downtown" map
3. Parks Master Plan Map

**City of Salem**  
**Housing, Social Services and Homelessness Strategic Planning Work Group**  
**The Housing Continuum**

**HOMELESS & AT-RISK**

- Homeless Prevention – Provides assistance for persons who have their own apartment or house to prevent them from becoming homeless. This type of assistance helps with past due rent, mortgage or utility bills.
- Housing Placement Support – Provides help to assist with getting into new housing. This may include rental application fees, security deposits, first months' rent, utility connection fees and utility deposits.
- Rapid Re-Housing – an intervention designed to help those who are homeless. The program always provides short term rental assistance and services, with services ending once rental assistance terminates. Designed to rehouse moderate to low needs clients quickly, increase self-sufficiency and housing stability. Similar to Housing First, but is always time limited (3 to 6 months).
- Emergency Weather Shelter – Temporary shelters opened when an extreme weather alert is issued.
- Shelter – Short stay facilities (from one night to 6 months) with varying levels of supports to individuals. Supports may include: meals, laundry, showers, case management, etc.
- Short term / Temporary Housing – This is a housing situation intended to be very short term or temporary. (30, 60, 90 days or less)
- Transitional Housing (TH) – Short to medium term housing that includes the provision of supportive services to help move people toward self-sufficiency and personal stability sufficient to manage a long-term housing placement successfully. Time limited housing with stays up to but not more than 24 months or less.
- Permanent Housing (PH) – Long term community based housing.
- Permanent Supported Housing (PSH) – Permanent Housing for persons of a specific population (homeless, veterans, transitional age youth) with a Serious Mental Illness (SMI). Buildings of 4 or more units may not set aside more than 25% of the total units for the SMI population. The remaining units are available to all individuals as Affordable Housing in conformance with Fair Housing and other laws. No more than 2 tenants per unit, each with own bedroom. Tenant must be able to choose roommate. Tenant cannot be rejected from occupancy due to medical needs or substance abuse history. This model blends permanent housing with supportive services on site which are voluntary and designed to promote self-sufficiency and housing stability. All services are voluntary.
- Permanent Supportive Housing (PSH) – Same as Supported, but there is no limit on the percentage of units set aside for the SMI population.

**RENTAL HOUSING**

- Affordable Housing – Refers to properties that were originally built using a tax subsidy and are now required to provide below market rents for low income people, persons with disabilities and/or seniors.



- Market Rate Housing – Refers to properties that are rented or owned by people who pay market rent to lease the property or paid market value when they bought the property. There is no subsidy for the housing.

## **SUBSIDIZED HOUSING**

- Housing Choice Voucher / Section 8 - Provides a voucher to choose where they want to live in the community and lease from a private landlord. The program pays an ongoing monthly subsidy to help with rent and utilities. Tenant is usually required to pay at least 30% of their income toward rent and utilities, and usually the subsidy is limited by Fair Market Rents (FMR's). Tenant based means the voucher is tied to the individual voucher holder and if they move the voucher moves with them. Project based means the voucher is tied to a particular property or program and if the tenant moves the voucher stays in place.
- Non-Market Social Housing – This housing usually receives funding from senior government and includes housing managed by local Housing Authorities, non-profits and co-operative housing providers.
- Low End Market Rental – Rental units secured through inclusionary zoning. Targets low to moderate income households with rents set at or below market rates.
- Purpose Built Rental – Residential housing built as rental units, and may be owned by a developer, non-profit organization, or a secondary unit on a single family lot. (Accessory Dwelling Unit)
- Secondary Market Rental – Privately owned condo's that could be rented out by owner at market rates.

## **HOMEOWNERSHIP**

- Affordable Homeownership – Units affordable to middle income home buyers. These housing units are usually moderately sized and targeted at first time home buyers.
- Market Homeownership – Ownership includes family dwellings, row houses and condo's at market prices.





**COMPLAINT FORM**

*→ My only means of communication is email  
dhoffman.hometass.rights@ptor.mail.com*

*Citizen*

Employee making complaint:

Name:

Department:

Name and title of subject of complaint:

Department of subject of complaint:

**Nature of Complaint:**

1. Please mark the reason you believe the discrimination/harassment which you experienced is based on.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Race                  | <input type="checkbox"/> Color                  | <input type="checkbox"/> Sex                              |
| <input type="checkbox"/> Sexual Orientation    | <input checked="" type="checkbox"/> Religion    | <input type="checkbox"/> National Origin                  |
| <input type="checkbox"/> Age                   | <input checked="" type="checkbox"/> Disability  | <input type="checkbox"/> Domestic Partnership             |
| <input type="checkbox"/> Familial Status       | <input type="checkbox"/> Gender Identity        | <input checked="" type="checkbox"/> Source of income      |
| <input type="checkbox"/> Veteran Status        | <input type="checkbox"/> Marital Status         | <input type="checkbox"/> Domestic Violence                |
| <input type="checkbox"/> Sexual Assault Victim | <input type="checkbox"/> Stalking Victim        | <input type="checkbox"/> Injured Worker                   |
| <input type="checkbox"/> Military Leave        | <input type="checkbox"/> Family Leave           | <input checked="" type="checkbox"/> Whistle blowing       |
| <input type="checkbox"/> Sexual Harassment     | <input checked="" type="checkbox"/> Retaliation | <input checked="" type="checkbox"/> Other <i>Activism</i> |

2. When did the(se) interaction(s) take place?

First time: \_\_\_\_\_

Last time: \_\_\_\_\_

Ongoing?  Yes  No

3. Please provide a specific and detailed statement of the incident(s) or conduct which you perceive to be discriminatory and/or harassing. Describe dates and events in chronological order and be sure that you refer to the basis of your claim(s) (e.g., race, gender, etc.), as indicated in Question #1) in describing the interaction for which you are complaining. **(Attach additional sheets if necessary. In addition, please attach copies of any available documentation regarding the alleged violation.)**

Incident (1) Library staff member said I could not have a permanent library card because I am not a taxpayer after I indicated that I was a Christian Homeless Rights Activist

Incident (2) There appeared to be delays and interruptions and screen errors because of malicious activity from either the Server Administrator level or from outside the server.

After saying I am an Activist

Incident (3) Two Security Personnel, identifying themselves as City of Salem employees, approached me during non-business hours and asked if I had urinated around the side of the City Library building, I explained that I have several disabilities that affect my bladder, that I did not go on the building itself, and made a reasonable request to add outside bathrooms during non business hours, after which I was Threatened if I did it again I'd be charged with a crime

Name and addresses of persons who may have information that could help us: \_\_\_\_\_

to  
v  
I believe  
the city is  
illegally using  
surveillance  
in mt  
is the only  
way to know  
it was  
re, was  
the use  
of the  
inside  
video  
cameras

Name: \_\_\_\_\_  
Department or Other Contact Information: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Department or Other Contact Information: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**DECLARATION OF COMPLAINANT (optional):**

I certify under penalty of perjury under the laws of the State of Oregon that the foregoing is true and correct.

Date/Time: 1/27/20  
Signature: \_\_\_\_\_  
Printed Name: Daniel Hoffman