

**Day Labor Hire Site
Good Neighbor Agreement**

1 INTRODUCTION AND BACKGROUND

- 1.1 The following agreement was developed by and between VOZ Workers' Rights Education Project ("VOZ"), Kerns Neighborhood Association, Central Eastside Industrial Council ("CEIC"), Portland Police Bureau, City of Portland Office of Neighborhood Involvement ("ONI") Crime Prevention, and several nearby business and property owners (collectively, the "Parties").
- 1.2 In Portland, as in many communities around the country, there are both formal and informal systems for hiring temporary workers. In the informal system, laborers congregate in a particular spot, and potential employers negotiate with individual laborers to work by the hour, day or week. Currently, day laborers ("Laborers") in Portland wait for work in two main areas: on and around the corner of SE 6th and Ankeny and on NE Martin Luther King, Jr. Blvd. where it crosses over Interstate 84. These areas (the "Corners") fluctuate slightly over time. Despite efforts by Laborers, VOZ, police and area businesses, the Corners have been associated with various problems, including:
- Vulnerability of Laborers to unscrupulous employers and to the elements;
 - Non-laborers who use the Laborers as cover for crime and nuisance behaviors; and
 - Crime and nuisance behaviors by Laborers or potential employers ("Employers").
- 1.3 On May 24, 2006, Mayor Tom Potter presented City Council with the Street Access for Everyone (SAFE) Resolution creating a workgroup to address street disorder and sidewalk nuisance problems such as aggressive panhandling, public drinking, low level criminal activity, and intimidation and harassment in Portland's downtown and neighborhood business districts. The day laborer hire site is part of the SAFE public safety program. Funding for a hire site was approved in Fall 2006. On March 5, 2008, City Council voted to "release \$200,000 in grant funds to VOZ Workers' Rights Education Project to operate a day labor hire site" (the "Hire Site"). City Ordinance No. 180639 designated the funds to "cover the cost of the facility and a contract staff person." Additional funds will be raised by VOZ to cover remaining operating and program costs.
- 1.4 According to City Ordinance No. 181651, "Extensive efforts were conducted over six months to establish agreed upon criteria for the Request for Proposals (RFP). Starting in June of 2007, one-on-one meetings and assessments and two focus groups were completed with community stakeholders gaining their input and feedback on qualifications and criteria for who should be awarded this Grant. A stakeholder group of 37 self-identified stakeholders was formed and met regularly representing Portland Police Bureau, Neighborhood Associations, day laborers, community members at large, Central Eastside Industrial Council, Kerns Neighborhood Association, Buckman Neighborhood Association, Office of Neighborhood Involvement, Jobs with Justice, American Friends Service Committee, Latino Network and local businesses." Beginning in late 2006, the Mayor's office conducted an outreach and input process that included some businesses and property owners. However, the business and property owners involved in this Agreement were not invited to participate in the process until after the

site location at 240 NE Martin Luther King Jr. Boulevard was decided upon; they were first contacted in late December, 2007.

- 1.5 VOZ has leased property from Portland Development Commission (PDC) at 240 NE Martin Luther King, Jr. Blvd. The Hire Site will be a place for Laborers to wait for work.
- Current plans for the Hire Site include a mobile office unit for 2 full-time and one part-time staff members (totaling 2.5 FTE), bathroom facilities, telephone landline, a tent to shelter the Laborers from the elements, and space for Employers to park.
 - The Hire Site is scheduled to operate “at a minimum from 6 a.m. through noon, Monday through Friday of each week and Saturday mornings” (Grant Agreement). The current schedule for the summer months is 6 am to 1 pm, Monday through Saturday, and may be reduced during the winter months. Operating hours are a program issue, determined according to best practices, funding, and work opportunities for Laborers. VOZ is committed to the success of the Hire Site and will regularly evaluate programmatic issues, including the hours of operation, in relation to neighborhood livability to determine whether or not changes need to be made accordingly and in compliance with the grant agreement.
- 1.6 Parties to this Agreement are businesses, residents and land owners from within a radius of about two blocks from the Hire Site, with some adjustments made due to natural boundaries such as major roads (“Impact Area”; see Exhibit B for map), as well as the agencies and organizations outlined in 1.1 that operate in the Impact Area. The Parties, other business and residential neighbors, visitors and customers in this Impact Area may experience livability impacts due to the Hire Site, and the main purpose of this Agreement is to address those impacts. When possible this Agreement will also strive to address livability at the Corners. However, this Agreement is not expected to resolve all the problems of the neighborhood or of day labor transactions.
- 1.7 Inherent in this Agreement is the assumption of certain basic rights. These include:
- All residential and business neighbors (“Neighbors”), Laborers, Employers, customers, clients, visitors, and program staff have a right to personal safety.
 - All Neighbors, Laborers, Employers, customers, clients, visitors, and program staff have a right to safe and quiet enjoyment of their properties.
- 1.8 The City of Portland requires VOZ to “execute or make reasonable progress towards executing a Good Neighbor Agreement” by June 30, 2008 (City Ordinance No. 181651) as part of the grant agreement. The City’s Grant Manager is “authorized to waive this requirement in the event that [VOZ] has made efforts to execute a reasonable agreement, but is unable to reach agreement with one or more of the parties” (Grant Agreement).

- 1.9 VOZ and the other partners enter this Agreement in good faith based on their commitment to maintain a safe and livable neighborhood, free of crime. The partners creating this Agreement have differing political beliefs regarding immigration. Entering this Agreement does not imply either support or opposition for the City of Portland's decision to fund the Hire Site.

1.10 LEGAL STATUS OF AGREEMENT

All parties are committed to maintaining the safety and livability of the area. It is to this end that all parties signing below enter into this Agreement. All parties understand that this Agreement is NOT a legally binding contract and is not intended to be by the parties. Further, all parties acknowledge that they have been advised and given time to present this document to independent counsel for review.

2 GOALS OF THE AGREEMENT

- 2.1 Initiate and maintain open communications and understanding between the parties and to be responsible partners to each other.
- 2.2 Develop a procedure for resolving problems.
- 2.3 Maintain neighborhood safety and livability.
- 2.4 Reduce crime and the fear of crime in the neighborhood.

Therefore, the parties have reached the following agreement.

AGREEMENT

3 ALL PARTIES AGREE TO:

- 3.1 Participate in collaborative problem solving around issues that arise in the area.
- 3.2 Promote direct, respectful, and civil communication.
- 3.3 Ensure that crime and suspicious activity in the neighborhood is reported to the police.
- 3.4 Participate in the Good Neighbor Group (See Section 10.1 for more details)
- 3.5 Resolve problems at the lowest possible level. The first line of communication will be one-on-one via in-person conversation, telephone call or e-mail.
- 3.6 Provide Parties to this Agreement with updated contact information if there are any changes in staff or organizational leadership. A list of key contacts for VOZ, police, ONI crime prevention and the neighborhood and business associations is attached (Exhibit A). More specific contact information will also be shared among those who sign this Agreement.

3.7 If an employee, customer, client, visitor or Laborer is the object of a complaint regarding a crime or nuisance issue (see Section 4.5 for details regarding VOZ's process for resolving concerns):

- Confirm whether the person in question is a Laborer associated with VOZ, or an employee, customer, client or visitor of any Party to this Agreement.
- If so, that Party will demonstrate to the person expressing the concern that it will be taken seriously and addressed promptly. There is an understanding that resolutions may take some time, but what is important is an active and persistent response.
- Talk with the person in question to try to problem-solve and educate.

4 VOZ AGREES TO:

4.1 Encourage the Laborers who are members of the Hire Site ("Participants") and Employers to be good neighbors, and to act in ways that enhance the Hire Site's reputation. VOZ will do this through ongoing outreach and education efforts.

- Educate each new Participant, Employer, and VOZ staff member about Hire Site rules and how to be a good neighbor.
- Conduct outreach to encourage Laborers and Employers to use the Hire Site and to be good neighbors. This will be an ongoing process since Laborers and Employers are large, diffuse and constantly changing groups.
- Encourage Participants to be good neighbors after program hours. Group members agree that VOZ cannot control Laborers' behavior everywhere or at all times.

4.2 Work with Participants to set rules of conduct for the Hire Site, which will include consequences for crime and nuisance issues, including loitering, harassment, drugs & alcohol, graffiti, public urination and littering.

4.3 Address off-site or after-hours concerns brought by Neighbors and/or police about a specific behavior by a specific Participant of the Hire Site (see Section 4.5 for detailed process).

- Concerns VOZ will address include:
 - Crime or nuisance behaviors by a Participant that occur at the Hire Site, within the Impact Area or at one of the Corners (see Exhibit B). This aspect of the Agreement will apply even if the Corners shift in location over time. It will apply during and after Hire Site operating hours.
 - A Participant attempting to solicit work in Portland outside the Hire Site during Hire Site operating hours.

- Outside Hire Site operating hours, a Participant attempting to solicit work in Portland anywhere other than at one of the Corners.
 - Although VOZ may choose to partner with others in the neighborhood to address additional problems, the following are not the responsibility of VOZ:
 - Law enforcement issues.
 - Off-site behavior of people who are not Participants of the Hire Site (except that VOZ will encourage Laborers to join the Hire Site).
 - Behavior of members of the Hire Site other than the concerns described above.
- 4.4 Speak to the person reporting the concern by the next working day according to the Hire Site operating schedule.
- VOZ's Hire Site Director (currently Ignacio Paramo) will provide his cell phone number to signers of this Agreement. For issues that come up outside operating hours, people can leave a message and he will respond the next program day.
 - After site hours, VOZ's administrative office is available as a backup for questions and concerns, but the staff there will be less able to respond to issues related to the Hire Site. The office is open weekdays until 6:30 pm, or voice messages can be left.
- 4.5 Use the following process to address concerns, based on their understanding of nationwide best practices for hire sites and their knowledge of the Laborers:
- Talk to the individual Laborer to do problem-solving and education, reminding that person of the agreements in this document and VOZ's commitment to being a good neighbor.
 - Bring recurring unresolved concerns to the General Assembly of Day Laborers to determine how to respond. VOZ feels this will be the most effective way to impose a consequence because it engages the whole group in carrying out the solution, and because the "peer pressure" of being discussed in front of the whole group is a powerful intervention with Laborers.
- 4.6 Provide cell phones for staff as well as a landline that will be available for Laborers' use.
- 4.7 Maintain their commitment to the Hire Site as a place for Laborers to obtain work, not as a resource for emergency food or regular meals.
- VOZ may provide snacks (such as coffee and donuts) on occasion, budget permitting. Other agencies may provide food for Laborers on occasion. Any occasional food provided on site by VOZ or other agencies is intended for the Laborers.

- Laborers will be allowed to bring their own food on site to eat.
- 4.8 Establish and maintain regular garbage pick-up.
- 4.9 Establish a traffic flow in which Employers enter on Everett Street and exit on Martin Luther King Jr. Boulevard.
- Engage in constant education about traffic flow with Employers to minimize congestion on the street.
 - Monitor traffic flow and the Hire Site's capacity and problem-solve any issues that may arise.

5 INDIVIDUAL NEIGHBORS IN THE IMPACT AREA WILL BE ENCOURAGED TO:

- 5.1 Post fliers in their windows, if they choose, that direct Laborers and Employers to the Hire Site. Parties agree that full utilization of the Hire Site will most effectively minimize livability impacts of Laborers and Employers in the surrounding area.
- 5.2 Post fliers in their windows, if they choose, to indicate that the business owner is a Party to this Agreement process.
- 5.3 Food wagons are independent businesses and operate under the regular parking and traffic regulations. VOZ and other members of this group are not associated with the food wagons. If food wagons block access to businesses, including illegal parking, Neighbors may exercise the following options:
- Speak directly to the operator of the wagon and ask them to move.
 - If the problem persists, call the police non-emergency line (503-823-3333) or contact the neighborhood patrol officer (currently Officer Mike Castlio). Police may make a referral to parking patrol and/or do outreach to the owner of the food wagon.

6 KERNS NEIGHBORHOOD ASSOCIATION AGREES TO:

- 6.1 Establish a listserv for the Good Neighbor Group (described below in Section 10.1).
- 6.2 Convey issues between neighborhood residents and the Good Neighbor Group as needed, with the goal of increasing communication and problem solving.

7 CENTRAL EASTSIDE INDUSTRIAL COUNCIL (CEIC) AGREES TO:

- 7.1 Suggest that CEIC members post fliers in their windows, if they choose, that direct Laborers and Employers to the Hire Site.
- 7.2 Convey issues between neighborhood businesses and the Good Neighbor Group as needed, with the goal of increasing communication and problem solving.

8 PORTLAND POLICE BUREAU AGREES TO:

8.1 Maintain lines of communication with Neighbors and VOZ.

- Nothing in this Agreement precludes any person from calling 911 for emergency situations.
- Provide SE Precinct contact information (503-823-2143) for non-emergency situations and ongoing problem-solving or the Neighborhood Response Team (NRT) Officer (503-823-1277), currently Robert Pickett.
- Provide the Parties to this Agreement with direct contact information for the neighborhood patrol officer (currently Officer Mike Castlio).

8.2 Enforce laws according to bureau policies.

8.3 Provide education about their role if needed.

- The role of Portland Police is not to enforce immigration law, though other law enforcement agencies might do so.
- Make educational presentations about their role if requested, such as speaking to the General Assembly of Day Laborers.

8.4 Assist in resolving parking issues with food vendors as described in Section 5.3 above.

8.5 Assist in minimizing livability impacts during the Hire Site's opening:

- Monitor the Hire Site and surrounding area to keep the peace, address livability issues, and maintain traffic flow on opening day.
- Flag the Hire Site for enhanced response for 30 days after it opens in order to ensure the safety of all Laborers, Neighbors, Employers, customers, and visitors.

8.6 Continue to participate in the CEIC Community Policing Action Committee (CPAC) and encourage businesses to bring concerns to and participate in CPAC.

8.7 Provide Hire Site location information when appropriate.

9 OFFICE OF NEIGHBORHOOD INVOLVEMENT CRIME PREVENTION PROGRAM AGREES TO:

9.1 Provide training and education to the Good Neighbor Group (see Section 10.1) on recognizing and reporting crime and suspicious activity, including what to report to the police, whom to call, how to describe a suspect, what process to expect, etc.

- 9.2 Provide Business Watch training for businesses, institutions or agencies in the Impact Area on how to communicate with each other regarding suspicious activities, burglary prevention, identity theft, etc., as requested.
- 9.3 Provide Neighborhood Watch training, as requested, for residents in the Impact Area.
- 9.4 Conduct Crime Prevention through Environmental Design (CPTED) evaluation of the Hire Site.
- 9.5 Conduct CPTED evaluation, as requested and as resources allow, for other businesses or residences in the Impact Area that have had problems with crime or suspicious activity.
- 9.6 Serve as a resource for information and referral.
- 9.7 Provide copies of this Agreement upon request.

10 COMMUNICATION PROCEDURE

- 10.1 The Parties who sign this Agreement agree to participate in the Good Neighbor Group "GNG".
 - The purpose includes:
 - Problem-solving livability issues that affect multiple stakeholders.
 - Reviewing and monitoring this Agreement.
 - Parties feel that the GNG will be most effective at enhancing communication and problem solving if it is smaller, if members know each other, and if there is a consistent group of members who attend meetings.
 - Other Neighbors can contact VOZ, Portland Police Bureau, Kerns Neighborhood Association or the CEIC with concerns, and the representative of that group can bring the issue to the meeting.
 - In the future, the GNG may choose to conduct outreach to other Neighbors to invite them to join.
 - Meetings will be held monthly for the first quarter and then quarterly after that. Meetings will be held at the Hire Site, 240 NE Martin Luther King, Jr. Blvd. in the evening from 6-7 pm. VOZ will remind Parties of the first scheduled meeting; this responsibility will be shared amongst Parties for subsequent meetings. The first scheduled meeting is Tuesday, July 15, 2008; subsequent meetings will be set on July 15.
 - If a member of the GNG feels it is necessary to convene an emergency meeting to address a particular issue that cannot be resolved by any other means articulated in Sections 3 and 4 of this Agreement, they can begin the process of contacting

other members via phone or e-mail to see if a meeting is necessary or if there is another avenue to address the issue.

10.2 The GNG will establish a listserv for information sharing among its members.

- Posts could include local events in the area, problems experienced by Neighbors or by the Hire Site, or other information that would be helpful for the group to know about.
- The listserv is not intended as a venue for airing grievances or resolving conflicts due to the group's commitment to direct, effective communication.

10.3 When a concern or issue is not resolved through the above-articulated processes, all Parties agree to participate in mediation by a neutral third party, prior to pursuing other remedies. One resource for mediation referrals is ONI.

11 ADMINISTRATION

11.1 The original signed Agreement will be kept by ONI.

11.2 This Agreement may only be amended by a written agreement signed by the Parties. Amended copies will be distributed to all Parties and filed with ONI.

11.3 Other Neighbors in the Impact Area can sign on to this Agreement at the time of the initial signing or any other time thereafter (see Exhibit D).

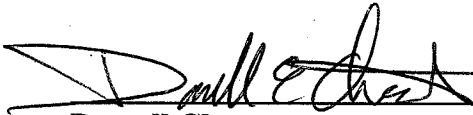
12 SIGNATURES OF PARTICIPATING STAKEHOLDERS

(See also Exhibit D for additional signers to this Agreement.)



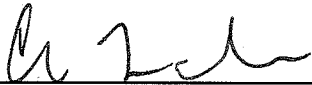
Amalia Alarcón de Morris
Director, Office of Neighborhood Involvement, City of Portland

6-11-08
Date



Darrell Chasteen
Business Owner, Precision Motor Car

6-11-08
Date



Christy MacAnally
Board Member, Kerns Neighborhood Association

6-11-08
Date



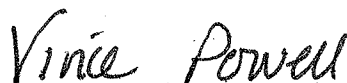
Megan O'Keefe
Board Vice-Chair, Kerns Neighborhood Association

6/11/08
Date



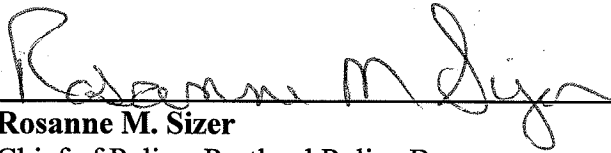
Ignacio Paramo
Hire Site Director, VOZ Workers' Rights Education Project

6/11/08
Date




Vince Powell
Property and Business Owner, Powell Motors, Inc.

6/11/08
Date



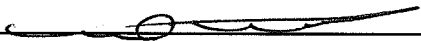
Rosanne M. Sizer
Chief of Police, Portland Police Bureau

6/20/08
Date



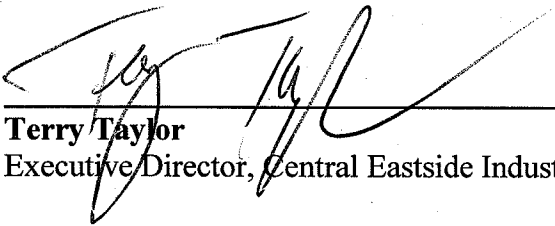
Romeo Sosa
Executive Director, VOZ Workers' Rights Education Project

6/11/08
Date



Dave Stoner
Property Owner, Grand Avenue LLC

6-11-08
Date



Terry Taylor
Executive Director, Central Eastside Industrial Council

6/11/08
Date

Exhibits:

- A. **Key contacts**
- B. **Map of Impact Area**
- C. **Glossary of terms used in this Agreement**
- D. **Additional signers to this Agreement**

Exhibit A: Key Contacts

VOZ Workers' Rights Education Project

Hire Site: 240 NE Martin Luther King Jr. Boulevard

Office line 503-234-2064

Hire Site cell phone..... 503-752-3619

Administrative office: 1131 SE Oak

Romeo Sosa, Program Director 503-233-6787

Kerns Neighborhood Associationkernsna@googlegroups.com

Central Eastside Industrial Council

Terry Taylor, Executive Director..... terry@ceic.cc

Portland Office of Neighborhood Involvement (ONI) Crime Prevention

Katherine Anderson, Crime Prevention Program Coordinator, SE Portland..... 503-823-3432

kanderson@ci.portland.or.us

4735 E Burnside Street

Portland, Oregon 97215

Portland Police Bureau

Emergency 911

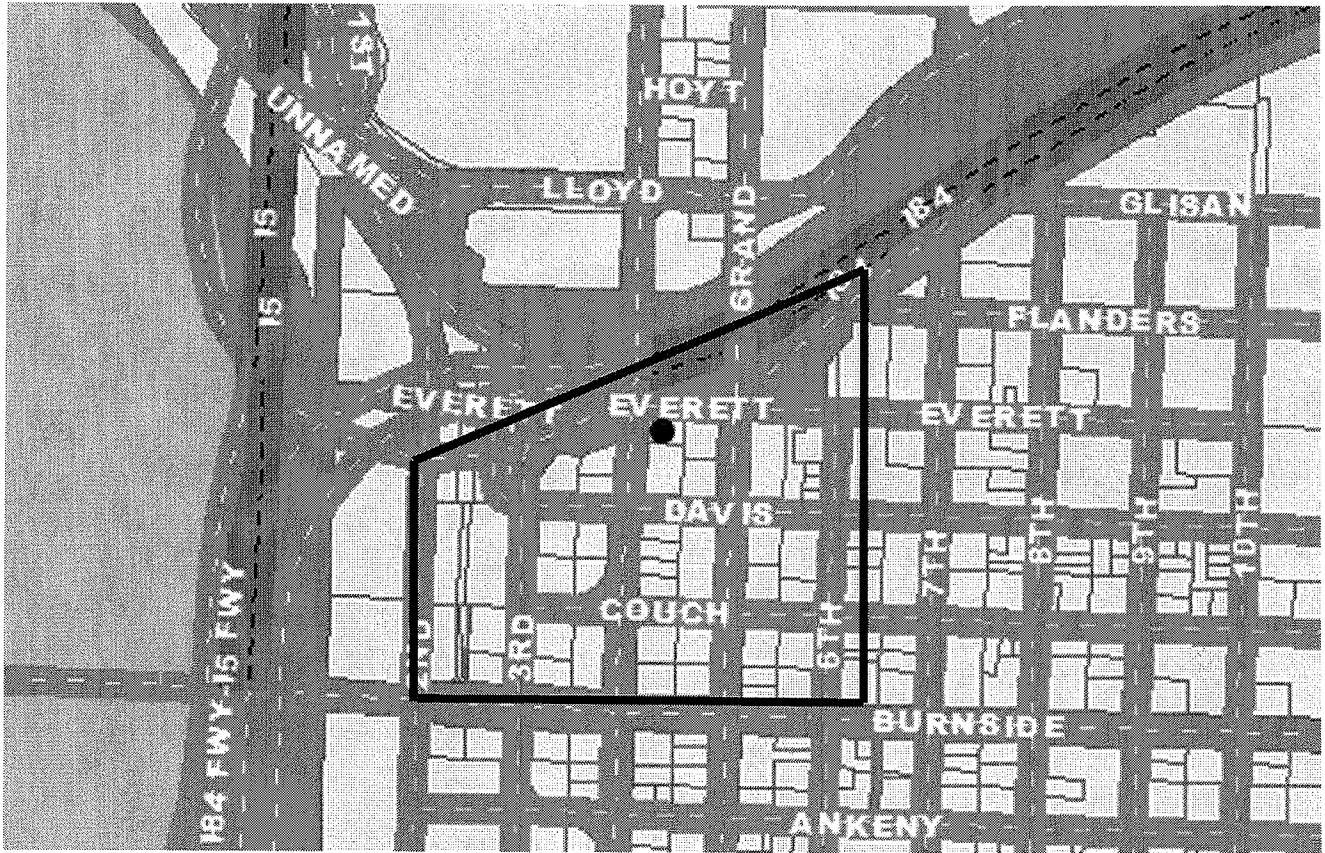
SE Precinct..... 503-823-2143

Robert Pickett, Neighborhood Response Team (NRT) officer 503-823-1277

rpickett@portlandpolice.org

Mike Castlio, morning shift district officer 503-823-2143

Exhibit B: Map of Impact Area



The Hire Site, located at 240 NE Martin Luther King, Jr. Boulevard, is marked by a dot.

The Impact Area is bounded by I-84 to the north and Burnside to the south. To the west, it reaches to 2nd Avenue (the westernmost section is unoccupied). To the east, it includes businesses and homes on both sides of 6th Avenue.

Exhibit C: Terms

Agreement	This Good Neighbor Agreement
CEIC	Central Eastside Industrial Council
Corners	The informal hire sites. The current locations are described in Section 1.2, but the locations may shift over time.
Employers	Any potential employers of day laborers
Hire Site	The program VOZ will run, located at 240 NE Martin Luther King, Jr. Blvd.
Impact Area	The area within a radius of approximately 2 blocks from the Hire Site, described in Section 1.5 and shown in Exhibit B.
Laborers	Day laborers (not necessarily members of VOZ's program)
Neighbors	Residents, business owners and property owners. The term is not limited to the Impact Area unless specified.
ONI	City of Portland Office of Neighborhood Involvement
Participants	Day laborers who are members or participants in the day labor Hire Site
Parties	Any individuals or organizations who sign their support to this Good Neighbor Agreement.
VOZ	VOZ Workers' Rights Education Project

Exhibit D: Additional Parties in Support of the Good Neighbor Agreement

The following individuals or organizations are residents, businesses, or property owners in the Impact Area or organizations that operate in the Impact Area. Their signatures below indicate their support for this Good Neighbor Agreement and their intent to participate in it in good faith.

Tera Beckler

Signature

7-14-8

Date

Ken Beckman
Owner of Beckman's Detail

Name and title (see Section 12 for examples of titles)

Stephen Penberthy

Signature

7/14/08

Date

STEPHEN PENBERTHY, PRESIDENT
WOODCRAFTERS LUMBER SALES, INC

Name and title

Sean Hathaway

Signature

7/14/08

Date

President Mattress World NW

Name and title

Wartman

Signature

7/24/08

Date

Pres. UPS ELECTRONICS

Name and title

Jon Allred

Signature

8-8-08

Date

Jon Allred Pres Start's

Name and title