

MEMORANDUM OF AGREEMENT

between the FAIRVIEW COMMUNITY COUNCIL
and CATHOLIC SOCIAL SERVICES

This Memorandum of Agreement (“Agreement”), having an effective date of _____, is hereby entered into by and between the **FAIRVIEW COMMUNITY COUNCIL (“FVCC”)**, a community council within the Municipality of Anchorage, and **CATHOLIC SOCIAL SERVICES (“CSS”)**, a social services agency in Alaska.

I. RECITALS

WHEREAS, the Fairview Community Council (FVCC) has a vested interest in ensuring that it represents the best interests of the Fairview neighborhood;; and

WHEREAS, Catholic Social Services (CSS) has a mission to serve the poor and vulnerable and is responsible for operating the Brother Francis Shelter that is located in the Fairview neighborhood; and

WHEREAS, FVCC and CSS have a long-term interest in collaboratively working together to jointly address and minimize the impact of social services on the Fairview neighborhood; and

WHEREAS, FVCC and CSS wish to enter into an agreement to enhance the development and implementation of mutual goals.

Now, therefore, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

II. AGREEMENTS

- 1) **PURPOSE.** The parties enter into this Agreement for the purpose of enhancing communications, developing a process for collaborative problem solving, and identifying and implementing goals that benefit both parties.

- 2) **TERM OF AGREEMENT.** This Agreement shall be in effect for an initial term of one (1) year, commencing on the Effective Date provided above. This Agreement shall be automatically extended for one (1) additional term of one (1) year. At the end of the extension period, if any, the parties may agree, in writing, to renew the Agreement for one (1) or more additional terms.

- 3) **CSS RESPONSIBILITIES.** CSS shall:
 - a. Participate in an annual public meeting, hosted by the FVCC, to solicit input from the Fairview community on the impact of Brother Francis Shelter on community members' quality of life, safety, and well-being.
 - b. Participate in public meetings more frequently at the request of the FVCC.
 - c. Commit to have a named representative attend a minimum of six (6) general membership meetings of the FVCC per calendar year.
 - d. Provide an opportunity for a named representative of the FVCC to join the Brother Francis Shelter Advisory Council.
 - e. Respond in writing to the President of the FVCC within 30 days to any concerns or complaints directed to CSS as described below in 5d.
 - f. Assist the FVCC in formalizing relationships with other organizations identified by the FVCC as having an impact on the Fairview community.

- 4) **FVCC RESPONSIBILITIES.** The FVCC shall:
 - a. Organize and host an annual public meeting to solicit input from the Fairview community on the impact of Brother Francis Shelter on community members' quality of life, safety, and well-being.
 - b. Organize and host public meetings more frequently at the request of CSS.
 - c. Endeavor to ensure that representatives of CSS who attend general membership meetings of the FVCC not be subjected to behavior that violates Roberts Rules of Order concerning decorum.
 - d. Contact the Executive Director of CSS in writing formally stating the nature of any concern or complaint about CSS that is brought to the FVCC.
 - e. Forward to the Municipality of Anchorage Planning and Zoning Commission any concerns or complaints that are not satisfied to the satisfaction of the FVCC Executive Board.

- 5) **NO FORMAL PARTNERSHIP.** This Agreement is mutually beneficial to the FVCC and CSS. The Parties clearly understand that they do not intend to create a formal partnership. Nothing in this Agreement shall be construed or interpreted to make either party the

partner of the other, or, except as otherwise expressly provided, to make either party the representative of the other or create a fiduciary responsibility between them. Neither party shall have any authority, express or implied, to act for or to assume any obligation or responsibility on behalf of the other party. Neither party shall be responsible for the liabilities of the other. Any liability of either party shall be several and not joint or collective.

The parties have executed this document as of the Effective Date referred to herein.

FAIRVIEW COMMUNITY COUNCIL, by:

CATHOLIC SOCIAL SERVICES, by:

Dr. Sharon Chamard, President

Dr. Susan Bomalaski, Executive Director

Date: _____

Date: _____