

YEC Licensing Good Neighbor Policy

MEMORANDUM OF UNDERSTANDING

Between Covenant House Alaska and Anchorage Downtown Community Council

Effective Date: **September 6, 2023**

This Memorandum of Understanding (hereafter agreement) is hereby entered into by and between Anchorage Downtown Community Council (hereafter Community Council), a community council within the Municipality of Anchorage, and Covenant House Alaska Youth Engagement Center (hereafter YEC), which operates at 755 A Street.

1. RECITALS

WHEREAS, the Community Council has a vested interest in ensuring that it represents the best interests of the Community Council area; and

WHEREAS, the YEC is seeking to obtain a license from the Municipality of Anchorage in order to continue operating within the Community Council area, per Anchorage Municipal Code 16.125; and

WHEREAS, the Community Council and the YEC have a long-term interest in fostering a mutually beneficial relationship to address communication and problem-solving; and

WHEREAS, this Agreement is intended to satisfy the Good Neighbor Policy requirements under Anchorage Municipal Code 16.125.065;

Now, therefore, the parties agree as follows:

2. AGREEMENT

Points of Contact for Covenant House Alaska Youth Engagement Center:

Primary

Joe Hemphill, Chief Development & External Affairs Officer

jhemphill@covenanthousealaska.com

(907) 339-4224 Office

(501) 744-8099 Cell

Secondary

Alison Kear, CEO

akear@covenanthouseak.org (907) 339-4203 (office)

(907) 227-2096 (cell)

Contact may be made outside of business hours if necessary to address issues as they arise. Changes to the points of contact or contact information shall be promptly shared with the Community Council.

1. The point of contact for the Community Council is the President or designee, currently Silvia Villamides, who can be contacted as follows: 907-297-9098 or Silvia@gci.net or downtown.c.council@gmail.com contact may be outside of regular business hours. Changes to the points of contact or contact information shall be promptly shared with the YEC
2. When the Community Council's residents or businesses, the Community Council, or the YEC raise issues, the Community Council and the YEC will take the following action:

The designee for each organization shall have a phone conversation or in-person meeting in which they discuss the specific issue(s) at hand. Steps will be outlined and agreed upon by each designee to address the issue(s). A follow-up conversation will be had in an agreed-upon timeframe to follow up on the issue(s) to ensure that it was resolved satisfactorily. Should any issue not be resolved, a meeting will be convened between the President of the Community Council, the CEO of the YEC, and any other relevant party in order to discuss further steps to resolve specific issue(s).
3. A YEC employee empowered to speak on behalf of the YEC will attend Community Council meetings at a minimum of once per quarter. The YEC will update the Community Council should there be any upcoming changes to YEC operations or recent major incidents relating to community impact.
4. In accordance with Anchorage Municipal Code 12.125.065, the YEC is responsible for creating policies to reduce impacts on surrounding areas by its operations, loitering of its clients, trash and litter, and other activities.
5. The YEC will incorporate Good Neighbor discussions into client support and outreach services. Resident consultations will include periodic discussion of community and the responsibilities of the individual.
6. The Community Council and YEC are both responsible for engaging in respectful and productive dialogue through challenges that may arise from time to time. Both parties will seek to create a true sense of civic partnership through their interactions.

3. MUNICIPAL AUTHORITY

Each party recognizes and agrees that the authority to approve or deny a municipal license for the YEC rests exclusively with the Municipality of Anchorage.

4. NO FORMAL PARTNERSHIP

This Agreement is mutually beneficial to the Community Council and the YEC. The parties understand and acknowledge that they do not intend to create a formal partnership. Nothing in this agreement shall be construed or interpreted to create any 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. The parties understand that non-compliance with this agreement carries no penalties, but instead shall be information provided to the Municipality of Anchorage for consideration during the issuance of a YEC license and subsequent license and renewal.

5. TERM OF AGREEMENT

The parties have executed this Agreement as of the effective date. The Agreement may be updated from time to time with the concurrence of both parties, and shall remain in effect as long as the YEC is licensed to operate at the identified location.

The parties acknowledge that the contents of this MOU fulfill the YEC's obligations to Anchorage Municipal Code 16.125.065, Good Neighbor Policies. The YEC and Community Council understand that they are free, on their own initiative, to enter into a separate and more detailed MOU about Good Neighbor Policies, but that only non-compliance with this MOU can be relevant information provided to the Municipality of Anchorage for consideration during the issuance of a YEC license and subsequent license and renewal.

Silvia Villamides

Silvia Villamides, President
Anchorage Downtown Community Council
Date: 9/15/2023

Alison E. Kear

Alison E. Kear, Chief Executive Officer Covenant
House Youth Engagement Center (YEC)
Date: 9/14/2023