

Catholic Social Services Complex Care Good Neighbor Policy

MEMORANDUM OF UNDERSTANDING

DRAFT

Between the **Complex Care**) and **North Star Community Council**

Effective Date: October 12, 2023

This Memorandum of Understanding (hereafter agreement) is hereby entered into by and between North Star Community Council (hereafter Community Council), a community council within the Municipality of Anchorage, and **Complex Care** (hereafter shelter)

Complex Care

303 West Fireweed Lane
Anchorage, AK 99503
907-771-7300

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 Complex Care 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 shelter have a long-term interest in fostering a mutually beneficial relationship to address communications 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

1. (Applicable to new shelters only) The Community Council has identified the following particular concerns relating to the shelter locating within the Community Council:

Pedestrian safety and sidewalk snow clearance, concerns about difficulty seeing vulnerable pedestrians in the road.

2. (Applicable to new shelters only) The Community Council has identified the following particular concerns relating to the shelter locating within the Community Council:

Groups of people forming on the street and nearby the shelter, and accumulation of trash. Desire to make sure that businesses have a good point of contact at the shelter to call with concerns.

3. The primary points of Contact for the Shelter:

<p>David Rittenberg, Sr. Director of Adult Homeless Services 1101 East 3rd Avenue Anchorage, AK 99501 Ph: 907-222-7388 X605 Cell:907-744-9329, Drittenberg@cssalaska.org</p>	<p>Jessie Talivaa, Complex Care Program Director 303 W. Fireweed Lane Anchorage, AK 99503 Ph. 907-771-7300 Cell: 907-764-1371 italivaa@cssalaska.org</p>
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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.

4. The point of contact for the Community Council is the President, currently Matt Johnson, who can be contacted as follows: 907.223.3986.

Contact may be outside of regular business hours. Changes to the points of contact or contact information shall be promptly shared with the Shelter.

5. When the Community Council’s residents or businesses, the Community Council, or the Shelter raise issues, the Community Council and the Shelter will take the following action:

The community council board will forward concerns to the shelter, and appoint a member of the board to work with directors to resolve concerns and report back to members.

Contact email for the whole board: NSCCBoard@googlegroups.com

6. A Catholic Social Services employee empowered to speak on behalf of the Shelter will regularly attend Community Council meetings. The Shelter will update the Community Council should there be any upcoming changes to shelter operations or recent major incidents with community impact.
7. In accordance with Anchorage Municipal Code 12.125.065, the Shelter is responsible for creating policies to reduce impacts on surrounding areas by its operations, loitering of its clients, trash and litter, and other activities.
8. The Shelter 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.
9. The Community Council and Shelter 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.
10. The Community Council and the Shelter will seek partnership in areas that are mutually beneficial to the community council and Shelter.

3 MUNICIPAL AUTHORITY

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

4 NO FORMAL PARTNERSHIP

This Agreement is mutually beneficial to the Community Council and the Shelter. 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 shelter 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 Complex Care is licensed to operate at the identified location. The parties acknowledge that the contents of this MOU fulfill the Complex Care's obligations to Anchorage Municipal Code 16.125.065, Shelter Licensing Good Neighbor Policies. The Shelter and Community Council understand that they are free, on their own initiative, to enter 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 shelter license and subsequent license and renewal.

Matt Johnson _____, President _____, Owner

North Star _____ Community Council _____ Shelter

Date: _____ Date: _____