

Shelter Licensing Good Neighbor Policy

MEMORANDUM OF UNDERSTANDING

Between _____ and _____ Community Council

Effective Date: _____

This Memorandum of Understanding (hereafter agreement) is hereby entered into by and between _____ Community Council (hereafter Community Council), a community council within the Municipality of Anchorage, and _____ (hereafter Shelter), a shelter that operates at _____.

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 Shelter 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:

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

-
-
3. The primary points of Contact for the Shelter are _____ and _____, who may be contacted at _____ or _____. 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 _____, who can be contacted as follows: _____. 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:

 6. A Shelter 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.

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 Shelter is licensed to operate at the identified location.

The parties acknowledge that the contents of this MOU fulfill the Shelter'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 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 shelter license and subsequent license and renewal.

_____, *President*
_____, *Community Council*

Date: _____

_____, *Owner*
_____, *Shelter*

Date: _____