

**GOOD NEIGHBOR AGREEMENT
BETWEEN
ALDERMAN TOM TUNNEY,
HOWARD BROWN HEALTH CENTER AND ITS PROGRAM THE BROADWAY YOUTH CENTER,
AND
WELLINGTON AVENUE UNITED CHURCH OF CHRIST**

This Agreement ("Agreement") is made and entered into by and among Alderman Tom Tunney of the 44th Ward of Chicago ("Alderman"), Howard Brown Health Center ("HBHC"), the Broadway Youth Center ("BYC") as a program of HBHC, and the Wellington Avenue United Church of Christ ("WAUCC").

Whereas, HBHC/BYC have entered into a usage agreement with WAUCC, located at 615 West Wellington Avenue, Chicago, Illinois, attached hereto as Exhibit A ("Facility"), to operate BYC's programs for lesbian, gay, bi-sexual, transgender, and other youth who are experiencing homelessness or housing instability at WAUCC; and

Whereas, BYC's programs include a drop in center consisting of housing, employment, education, and training referrals, as well as providing meals and clothing; youth leadership and life skills development; and providing limited, basic medical services, including, but not limited to, pregnancy testing, HIV/STI testing and treatment/linkage to care, and basic medication and cold/flu season care; and

Whereas, residents from the greater Lake View community ("Community") have expressed concerns regarding BYC's operation of its programs at WAUCC and the collateral effect those programs may have on the members of the Community and the neighborhood; and

Whereas, the Alderman recognizes the concerns of the residents of the Community that he represents; and

Whereas, the Alderman, HBHC, BYC, and WAUCC desire to work together to address concerns and share information regarding BYC's operations at WAUCC; and

Whereas, HBHC and BYC cannot lawfully operate BYC's programs at WAUCC without first being granted approval for a "special use" ("Special Use Permit") from the Zoning Board of Appeals of the City of Chicago; and

Whereas, the Alderman will not object to HBHC/BYC's application for a Special Use Permit under the Conditions and Covenants set forth in this Agreement;

Therefore, in consideration of the conditions and mutual covenants and promises herein contained, and other good and valuable consideration, sufficiency of which is duly acknowledged, the Alderman, HBHC, BYC, and WAUCC agree as follows:

Conditions/ Term

- 1) The Alderman will not object to HBHC/BYC's application for its Special Use Permit with the Zoning Board of Appeals for an initial one (1) year period. Prior to the expiration of the initial one year term, which shall expire on March 31, 2015, HBHC/BYC will follow the prescribed process to renew or extend the Special Use Permit for an additional defined term or to make the Special Use Permit permanent as agreed upon by and among the Alderman, HBHC/BYC, and WAUCC. HBHC/BYC shall undertake the process of seeking the renewed or permanent such that said process will be completed prior to the expiration of the existing Special Use Permit on March 31, 2015.

Communication

- 1) HBHC and the BYC will identify: one (1) designated contact person from the BYC (the "BYC Contact Person"), and one (1) designated contact person from HBHC (the "HBHC Contact Person") who will be responsible for communicating with the Alderman and community members regarding issues that arise under this Agreement. Both the BYC Contact Person and the HBHC Contact Person shall provide sufficient contact information such that the Alderman's office shall be able to contact them during the normal operating hours of the BYC. The BYC and/or the HBHC contact person, as appropriate, shall respond to the Alderman's office within 24 hours, or the next business day of operation as applicable, of notification of any issues that arise under this Agreement.
- 2) WAUCC shall designate a contact person regarding issues that arise under this Agreement. The WAUCC designated contact person shall respond to the Alderman's office within 24 hours, or the next business day of operation as applicable, of notification of any issues that arise under this Agreement.
- 3) The Alderman's office shall designate a contact person regarding issues that arise under this Agreement.
- 4) Changes of the Contact Person by any of the Parties shall be communicated to the other Parties within 3 business days of such a change.

Hours of Operation, Services, and Capacity

- 1) The following are BYC's hours of operation. A detailed description of BYC's services offered and current utilization is attached hereto as Exhibit B and made a part hereof.
 - a. Drop In Services: M, Tu, Th, F 12 – 3 pm
 - b. F@B Discussion Group: W 1 – 3 pm
 - c. Eban Support Group: M 5 – 7 pm
 - d. TYRA Support Group: W 5 – 7 pm
 - e. HIV/STI Testing: M, Tu, Th, F 3 – 8 pm; W 10 am – 8 pm
 - f. Health Services Clinic: M 3:30-5:30 pm; Tu, Th, F 3 – 8 pm; W 10am – 6pm

- 2) BYC's programs include a drop in center consisting of housing, employment, education, and training referrals, as well as providing meals and clothing; youth leadership and life skills development; and providing limited, basic medical services, including, but not limited to, pregnancy testing, HIV/STI testing and treatment/linkage to care, and basic medication and cold/flu season care.
- 3) BYC will limit the scope of its services offered to the type and nature specified herein. Nothing in this Agreement shall limit HBHC or BYC from changing the specific subject matter of its programming. BYC shall notify the Alderman's office of any such changes in subject matter so that the Alderman has the current schedule of services provided at the BYC at all times.
- 4) BYC will limit the number of participants served to a reasonable number that is appropriate to the type of service provided, the space utilized, and the impact on the neighborhood. To monitor capacity, HBHC/BYC will submit a monthly report to the Alderman stating participant utilization for each service provided.
- 5) BYC's hours of operation, services offered, and capacity, shall each be limited as specified herein. Each of these is a material component to this Agreement, and may only be materially modified with the prior written agreement of the Alderman. Any operation of BYC in material derivation of the Hours of Operation, services offered, or capacity shall be considered a material default under this Agreement, which shall be cured upon five (5) days' notice to the BYC and HBHC.

Security Measures

- 1) This Agreement hereby sets forth the safety and security measures the BYC and WAUCC will implement and maintain while BYC is in operation.
- 2) The parties hereto will work together to eliminate "Community Concerns" at or near the WAUCC by BYC participants.
 - a. Serious "Community Concerns" include, without limitation, trespassing; destruction of property; assault; theft; harassing pedestrians, cyclists, or motor vehicle drivers; or other serious illegal activity. Lesser "Community Concerns" include, without limitation, blocking the sidewalk, littering, excessive noise, or other lesser nuisance activity.
 - b. BYC will, as a condition for receiving services from BYC, require that program participants enter into an agreement requiring them to meet program objectives, including a prohibition from engaging in any Community Concerns behavior as defined above.

- c. BYC will have a policy for addressing Community Concerns, which policy shall include ramifications for participants who do not comply with the rules and standards described in the policy. BYC shall document in writing its attempts to address Community Concerns with BYC participants. Consequences for participants who violate the terms of the policy include temporary through permanent banning from the BYC programs.
- d. BYC staff or volunteers will monitor the Facility and immediate proximity to the Facility on days when BYC program participants are present during the regular hours of operation of the BYC programs. BYC staff or volunteers will have additional monitoring presence for one (1) hour before and for one (1) hour after the BYC Drop-in program begins and ends on days when this program is offered. BYC staff or volunteers shall wear official vests or other clear indicia that the wearer is a BYC monitor.
- e. WAUCC will provide WAUCC staff and volunteers to supplement and coordinate with the BYC staff monitors to monitor the Facility area on days when BYC program participants are present.
- f. All monitoring parties will complete a written log of their observations during their monitoring period. Written observation logs shall include the date, time, location, and activities during said monitoring period. If Community Concerns are observed, the monitor shall write as detailed a description as possible of that activity. If the activity is illegal activity, the monitor shall call 911 and make a report to the police as well as on the monitoring log. If no Community Concerns are observed, then the monitor shall record that there was no activity. A sample monitoring log is attached hereto as Exhibit C.
- g. All written observation logs shall be turned into BYC staff at the end of each monitoring period. A redacted (participant names removed for confidentiality purposes) copy of the completed log shall be provided to the Alderman on a weekly basis, or sooner upon request.
- h. BYC will investigate any reported Community Concerns and determine to the best of their ability if BYC participants were involved. BYC staff will take appropriate action if BYC participants were determined to be involved in the reported incident. The BYC Contact Person will share the results of the investigation and the actions taken with the Alderman. In the event of illegal activity, HBHC/BYC staff will cooperate fully with the Chicago Police Department.

- 4) Both the BYC Contact Person and the HBHC Contact Person agree to work with, and participate in the 19th District CAPS program and at least one of the respective contact persons or their designee shall attend: (a) all regularly scheduled CAPS meetings, and (b) any meeting properly noticed with the Alderman or the commander of the 19th Police District including but not limited to any meeting requested by a community group.
- 5) The BYC Contact Person and/or HBHC Contact Person will meet with any neighbor upon reasonable request, to touch base and/or discuss any issues and concerns regarding BYC operations or participants. A representative from the Alderman's office will also be present at any such meeting requested by a neighbor.
- 6) The BYC will hold regularly scheduled (date and time to be determined and publicized) monthly community "office hours" with representatives of BYC, HBHC, and Alderman Tunney's office present to provide community members the opportunity to ask questions or share concerns with the Parties to this Agreement.

Dispute Resolution

- 1) If a dispute arises between the parties concerning the provisions of this Agreement, the parties agree to work cooperatively in good faith to resolve the dispute within thirty (30) days, which period of time shall be extended provided that the parties are engaged in good faith efforts to resolve any such disputes. In the event that the resolution of a dispute exceeds the agreed upon resolution period, the parties hereto hereby agree and acknowledge that the Alderman shall be entitled to exercise any all rights and remedies which may be available at law or in equity.

Transfer/Assignment

- 1) This Agreement shall be binding upon, and shall inure to the successors of the parties hereto; provided, however, that no rights under this Agreement may be assigned by BYC or HBHC to any other person, entity or program. The term of this Agreement shall continue so long as the BYC/HBHC operates its programs at the WAUCC. This Agreement may not be amended or terminated except upon the written agreement of all parties to this Agreement.
- 2) The Special Use Permit shall not be transferrable or assignable by BYC or HBHC to any other person, entity, or program except to the extent that BYC/HBHC becomes a partner with another person, entity, or program in the operation of BYC and all parties shall be bound by the terms of this Agreement.
- 3) The conditional approval of the Special Use Permit shall not run with the property and shall not be transferrable to any other new business, group, or organization if BYC vacates WAUCC.

Miscellaneous Provisions

- 1) This Agreement constitutes the entire agreement between the Alderman, BYC, HBHC, and WAUCC and there are no other agreements or understandings.
- 2) If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 3) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

The parties have caused this Agreement to be executed by their duly authorized representatives and this Agreement shall be effective as of the latest date written below.

Tom Tunney
Alderman

Date

Karma Israelsen
Interim President and CEO
Howard Brown Health Center

Date

By _____
Wellington Avenue United Church of Christ

Date