

City of Fairfield

Notice of Funding Availability (NOFA)
for
Temporary Emergency Shelter Operations

Proposal Due:

5/24/2024



All inquiries and/or questions shall be submitted in writing

to

acobb@fairfield.ca.gov

Introduction

According to the Solano County 2022 Point in Time count, there are 1,179 unhoused individuals in Solano County. Approximately, three hundred (300) of those individuals are in the City of Fairfield. This Notice of Funding Availability (NOFA) is part of the City of Fairfield’s commitment to reduce houselessness, the impacts of houselessness in our community and increase bed/interim housing capacity for those who are unhoused.

With this solicitation, The City of Fairfield seeks to provide funding to support one or multiple temporary emergency shelter operations. An emergency shelter is defined as “housing with minimal supportive services for unhoused persons that is limited to occupancy of six months or less by an unhoused person.” Emergency shelters provide services coordinated to meet the immediate safety and survival needs of the individual or family served, including shelter, food, clothing, and other support services. These services are provided in a minimally intrusive environment. At a minimum, emergency shelters provide the following services directly on-site:

- Sleeping accommodations.
- Personal hygiene supplies and facilities, including toilets and wash basins; and
- Showers and/ or bathtubs (temporary shelters may provide referrals to other facilities for these services).

Funding

The City of Fairfield (City) will use funds from the Homeless Services Division general and quality of life funds to support this project. Funding is available through this NOFA in the amount of \$1.1 million with \$550,000 available for the first year and remaining funds available in performance period year two. This is a **one-time** funding source with total funds expended by June 30, 2026.

This funding is intended to address and support the operational needs of organizations who are providing temporary emergency shelter and services to those who are unhoused in the City of Fairfield. Successful applicants will provide documentation for continued funding beyond the term of this funding. These funds shall not be used to supplant existing funds.

As a requirement to receive funding, the Executive Director of the organization must sign and agree to implement housing first and low barrier guidelines and agree to case conferencing with the Homeless Services Division to ensure these guidelines are being met.

Appropriate Use of Funds

Operational costs and essential services are those necessary to provide safe and healthy residential services and to connect people experiencing houselessness to permanent housing, income, public benefits, health and mental health services, and other support services to end houselessness. Operational costs and essential services that may be covered by this NOFA.

- Personnel
- Benefits
- Administrative Services
- Client Support supplies/flex funds
- Transportation Assistance for clients
- Land/Building Rent

- Program Supplies (Bedding, Defoliators, emergency supplies, etc.)
- Utilities-Telephone/Cellular Phone
- Maintenance & Repairs
- Minor Equipment/Furniture
- Copier Lease
- Office Supplies
- Vehicle
- Food Service Expense

Eligibility

Non-profit organizations are eligible to apply for funding. Projects must be within the City of Fairfield. The City strongly prefers organizations applying for funding to have experience with assisting unhoused households and aligns program with Housing First Solano Continuum of Care Written Standards for Service. The City may consider organizations without prior experience in the provision of services to the unhoused population provided the organization demonstrates they have project leadership and staff with the expertise and capacity in serving households coming out of houselessness.

Application Timeline:	
Release of Request for Proposals:	5/1/2024
Deadline to Submit Questions Regarding this NOFA to: April Cobb, Management Analyst at acobb@fairfield.ca.gov Subject Line: NOFA-Temporary Emergency Shelter Operations Question and Answer Meeting (non-mandatory) Join Zoom Meeting https://us06web.zoom.us/j/86015744880?pwd=aB29ybytCa5VjJlSjHhI2Ve1fJQNca.1 Meeting ID: 860 1574 4880 Passcode: 117065 Meeting will be recorded and posted to City of Fairfield Website	5/8/2024 by 2 PM PST 5/9/2024 at 10 AM PST 5/10/2024 by 5 PM PST
Deadlines for Submission of Proposals to: April Cobb, Management Analyst at acobb@fairfield.ca.gov Subject Line: NOFA	5/24/2024 at 5 PM PST
Announcement of Recommended Awards of Funding	6/5/2024
Funding Recommendation to City Council for Final Approval	6/18/2024

Program Description and Guidelines

Successful applicants or service providers will serve City of Fairfield residents who are literally unhoused using **housing first** and **low barrier** guidelines, as defined below.

The Department of Housing and Urban Development defines **literally unhoused** as an individual or family who lacks a fixed, regular, or adequate nighttime residence, meaning:

1. Has a primary nighttime residence that is a public or private place not meant for human habitation; or
2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs); or
3. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Housing First is an unhoused assistance approach that prioritizes providing permanent housing to people experiencing houselessness, thus ending their houselessness and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting properly, or attending to substance use issues. Additionally, Housing First is based on the understanding that a person's choice is valuable in housing selection and supportive service participation, and exercising that choice is likely to make a person more successful in remaining housed and improving their life.

All successful applicants must incorporate the core components of Housing First into their program(s) that are receiving these funds. Housing First is an evidence-based model that uses housing as a tool, rather than a reward, and that centers on providing or connecting those experiencing houselessness to permanent housing as quickly as possible. Under the Housing First model, services offered are delivered in a low barrier, trauma informed, and culturally responsive manner and available on a voluntary basis, without preconditions that make housing contingent on participation in services. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.

Low barrier means the requirements for entry and stay are **limited or minimal**. Low barrier programs and shelters encourage unhoused individuals to seek resources by eliminating obstacles such as sobriety as a requirement for admission. Organizations should have onsite regulations for substance use with an alternative approach to problem solving to keep individuals sheltered.

Harm Reduction and **Trauma-Informed Care** are evidence based alternative approaches for the unhoused. Harm reduction is an approach or strategy aimed at reducing the risks and harmful effects associated with substance use and addictive behaviors for the individual, the community and society as a whole. The trauma-informed care approach recognizes the presence of trauma symptoms and acknowledges the role trauma may play in an individual's life.

The City is seeking organizations with programs that will understand different people need different

solutions, will work with a person where they are and give them choices and options. Successful programs will provide wrap around or linkages to wrap around services and make all services voluntary. Using the low barrier approach, participants cannot be forced to participate in activities such as groups, taking medication or maintaining sobriety in order to remain housed. Programs can and are encouraged by the City to require participants to actively work towards housing solutions by offering safety, choice, collaboration, trustworthiness and empowerment.

Allowing partners, pets and property is another low barrier approach. There are many unhoused individuals who have partners, pets and property that are very important to them. The City is seeking a provider who recognizes partners, pets, and property as important and has an adequate plan and space for all.

Reporting

The Homeless Management Information System (HMIS) is an electronic database that tracks demographic information and performance outcomes at the client level, using standardized fields that allow for automatic system-wide reporting. All participants in successfully funded City project(s) must be entered in the Homeless Management Information System (HMIS) operated by the Continuum of Care in accordance with established policies and procedures. These procedures require providers to ask clients for signed consent to enter their information into the database and to conduct structured interviews at program entry, at program exit, and on the anniversary of each client's entry into the program (if any clients remain in the program for at least 12 months). Funded agencies must sign a HMIS agency participation agreement and at least one staff person at each successfully funded agency will need to complete a free HMIS user training in order to become certified in HMIS privacy and data security techniques and will need to learn how to enter data correctly into the HMIS software.

Provider must grant City of Fairfield's Homeless Services Division "viewer access" to the funded project within HMIS database.

Each user who enters data into HMIS will need to pay an annual license fee for new licenses. This is an eligible expense that may be included (if you wish) in the administrative portion of your application budget.

Items that must be tracked in HMIS include:

- The number of houseless persons served.
- The number of unsheltered houseless persons served.
- The average length of time spent houseless before entry into the program or project.
- The number of houseless persons exiting the program or project to permanent housing.
- The number of people that return to houselessness after exiting the program or project.
- The number of people that increased income while in the program.
- Progress notes that are essential for coordination across the homeless response system including document readiness, housing options offered and/or declined, and engagement efforts in ending houselessness.

- Readmission status upon exit from the program must be documented in the notes in HMIS. Including timeline for eligibility for reentry.

Additional reporting requirements:

- YTD Served (All)
- YTD Served from City of Fairfield
- Average length of Stay (Overall)/Days
- Average length of Stay (Successful Exit)/Days
- Occupancy Rate
- Average number of people per day
- % from Fairfield served per day
- Increased income (all exits)
- Increased income (permanent housing exit)
- Increased income from Fairfield (at exit)
- Increased income (enrolled in site-based employment services)

Exit Destinations (All) and City of Fairfield Exit Destinations:

- Permanent Housing
- Temporary Housing
- Institution Setting
- Homeless Situation
- Unknown
- Positive Housing Outcome
- Other Outcome

Organizations must agree to exclusive referral ability for City of Fairfield supported beds from the City’s Homeless Services Division, County Coordinated Entry Provider and Outreach Provider contracted by the City of Fairfield and agree to bi-monthly case conferencing with the Homeless Services Division Staff.

Monthly reports of program outcomes will be due to the Homeless Services Division by the 10th of each month. Reporting outcomes documentation will be provided upon secured service contract.

Contracting

The contracting process will follow selection of awarded organization(s). Funding recipients must certify their acceptance of standard City of Fairfield contract terms and conditions (Exhibit A) and insurance requirements (Exhibit D). This will include reporting, reimbursement (Exhibit C), and monitoring requirements. Organization must be prepared to enter into contract with the City of Fairfield by June 4, 2024.

Submission of Proposal

The submission of a proposal shall not be deemed an agreement between the applicant and the City. The proposal is an offer by the applicant to perform services in accordance with the NOFA. Specifically, the following provisions apply:

1. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
2. Any agreement shall not be binding or valid against the City unless and until it is executed by the City and the selected applicant, and the applicant’s insurance, and/or other surety

guarantee have been accepted by the City.

The proposals received shall become the exclusive property of the City. ***ALL DOCUMENTS SUBMITTED IN RESPONSE TO THE NOFA ARE CONSIDERED PUBLIC RECORDS AND WILL BE MADE AVAILABLE TO THE PUBLIC UPON REQUEST***, unless exempt from disclosure under the Public Records Act or other applicable law. Please do not include confidential information or information that may violate the privacy or intellectual property rights of a third party.

The City reserves the unilateral right to amend this NOFA in writing at any time by both (1) posting the amendment on the City of Fairfield website and (2) sending e-mail notification to any applicants who have already submitted an application. Applicants are responsible for monitoring the website and/or their e-mail periodically in order to make themselves aware of any amendments.

The City reserves the right to reject part or all of one or more Proposals based on failure to meet any requirements stated in this NOFA. If the City does not receive an adequate quantity and/or quality of Proposals by the deadline, then the City, at its sole discretion, may choose to extend the deadline and/or make part or all of the funding available to applicants through a second round of requests for proposals.

The applications will be received by City of Fairfield Homeless Services Division staff and shared with a Rank and Review Panel. The Review Panel may recommend one or multiple Proposers for funding based on the Scoring Criteria. The Review Panel recommendation will be presented to the City for final approval of award of funding. The decision of the City will be final.

Cost of Submitting Proposals The cost of preparing and submitting a proposal is the sole responsibility of the applicant and shall not be chargeable in any manner to the City. The City will not reimburse any applicant for any costs associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, or participating in an interview.

Proposal Submittal Format and Requirements

- A. Submittals are to be single-sided, standard sized (8.5" x 11") pages. Submittals are not limited in length; however, brevity and conciseness are encouraged. Number each page. To facilitate review by the Selection Committee, please submit information in accordance with the following format, identifying each item, in order, by the appropriate number and letter.

- B. **The submittal must provide the following information:**
 - 1. Cover sheet to indicate the name of the project, contact information for the people responsible for the application, and the amount of funding requested for this project.

 - 2. Include a signed and dated statement by the agency's Executive Director stating, "I have reviewed this application, and I hereby certify that the information contained herein is true, complete and accurate to the best of my knowledge." In addition, please indicate that you reviewed and accept the City of Fairfield standard contract without qualification or are requesting qualifications and indicate the requested qualifications. If the applicant is a non-profit organization, proof of non-profit status is required and can be submitted via a

determination letter from the State Franchise Tax Board or Federal Internal Revenue Service confirming non-profit status.

3. Complete an essay response answering items listed below. The essay response should be no more than 10 pages in length and address all essay topics described below with each section labeled by heading (A-J) for this project. Indicate any similar projects your firm has completed recently.

A. Description of Program

- Describe the proposed program, including where the program will be located, who the program is intended to serve, the activities that are being proposed, how the program will meet the program guidelines described in this NOFA, and how the project will be sustained beyond the funding provided by the City of Fairfield funding, if applicable.
- Describe how the program will maintain capacity for temporary emergency sheltering in Fairfield. Provide specific numbers intended to be served and the length of time they will be served.
- Provide the proposed program’s site management plan or operations plan and program guidelines/participant handbook.

B. Low-barrier, Housing First policies and practices

- Describe how the project will adopt a Housing First approach in accordance with Section 8255(b) of the State of California Welfare and Institutions Code, available at https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=WIC&division=8.&title=&part=&chapter=6.5.&article=
- Describe your experience working with clients “where they are at,” including, cultural competency, diverse family units, mental health and substance use, religious beliefs, criminal histories, sexual orientation, and undocumented immigrants.
- Describe how you will implement low-barrier, harm reduction, and trauma-informed care principles.

C. Program outcomes

- Provide a minimum of two measurable outcomes of the proposed program for the last two years. Programs in operation less than two years, provide outcomes to date.
- If requested funds are for a new program, describe the strategy for outcomes and success in previous programs.

- Provide success rates in permanent housing solutions for the past two years. Programs in operation for less than two years provide success rates to date.
- Provide the rate of those returning to houselessness or negative discharges from the program.
- If requested funds are for a new program, describe strategies to minimize returning to houselessness and negative discharges.
- Describe organizations' plan to lower rates of exits back to houselessness or negative discharges.
- Provide an Annual Performance Report (APR) showing the program's progress in achieving goals and objectives populated directly from HMIS.

D. Timeline Narrative

- Please provide a timeline detailing how the project will be accomplished from start-up to completion of the contract term. The timeline should include/identify start and completion dates for activities, significant milestones and program phases including planning, implementation, completion, and evaluation.
- Describe any difficulties that you might encounter in implementing your proposed timeline and how you will avoid or overcome these difficulties.

E. Proven experience and capacity

- Describe your organization's experience in reducing houselessness and connecting unhoused individuals to housing.
- Describe your experience in operating and managing temporary emergency shelter programs in California, including project name, dates/length of time in operation, location(s), capacity, services provided, annual operating budget with funding sources and specific programmatic.
- Include in your description your organization's experience related to:
 - Policies and practices that address and assess racial and ethnic equity, including equal access and non-discrimination, collection of racial, ethnic, and linguistic data, language interpretation, partnerships, training, etc.
 - Grievance and feedback policies.
 - Assessment of safety for people fleeing domestic violence.

- Participation in community-based initiatives to reduce homelessness.
- Working with HMIS and Coordinated Entry systems.

F. Demonstrated experience with diverse populations.

- Describe your organization's experience in providing services to diverse populations, including individuals and families experiencing chronic homelessness, mental health complications, substance use, religious beliefs, criminal histories, sexual orientation, diverse family units, unaccompanied youth, transitional age youth, youth exiting the foster care system, seniors, and undocumented immigrants.

G. Fiscal management with diverse funding sources

- Describe your organization's experience successfully administering a complex budget and utilizing diverse private, local, state, and/or federal funding streams for operations and services.
- Submit a copy of their most recent financial audit if annual gross revenue exceeds \$2 million as required by CA Gov. Code 12586(e), or IRS Form 990 if annual gross revenue is less than \$2 million. The report should be dated no earlier than 1/1/2022.
- Identify if any organization that is party to this application received any problematic audit or monitoring findings or concerns within the past 4 years. If so, please describe the findings/concerns and what has been done to address them.
- Explain your organization's financial management policies and procedures and how they are demonstrative of sound financial management practices, including management of program budgets and ability to provide timely financial reports and corresponding program on a regular basis.
- Provide the following for your organization:
 - Dates and circumstances related to any involuntary reallocation of project funding.
 - Dates and circumstances related to any open litigation and/or disputes that could result in a financial settlement.
 - Dates and circumstances related to any bankruptcy filing.

H. **Partnerships with community stakeholders**

- Describe your familiarity with the City of Fairfield, the Housing First Solano Continuum of Care and Coordinated Entry System, and other providers and resources within the City.
- Describe your strategy for engaging participants in Fairfield.
- Identify any additional or unique resources, capabilities, or services which your organization would bring to this program.

I. **Qualifications of Key Staff**

- Describe the role of top leadership in your organization, Executive Board, Board of Directors, and/or trustees and how they contribute to a sustainable and growing organizational environment.
- Describe the relevant residential, case management, and/or clinical experience for each staff member/position and their experience with emergency housing services, harm reduction and trauma-informed care, as well as any lived experience of homelessness. If you have not yet hired any staff and/or you do not plan to re-assign existing staff, then provide the job descriptions for those positions.
- Describe the qualifications/experience of the staff members(s) responsible for financial report preparation, management, and submittal.

J. **Budget and Budget Narrative**

- Provide a budget narrative explaining the costs outlined in your budget and how the expenses requested are connected to your program.
- Provide the proposed cost per night.
- Describe other funding sources that will be used to support the program and the percentage of City of Fairfield funds used to cover operations of program.
- Describe how your proposed program is an appropriate use of the City of Fairfield's one-time funding, and how you will sustain your project after the end of the funding term by completing the attach Budget Worksheet (Exhibit E).

THRESHOLD

Project-Specific Threshold Factors	Status
<p>1. Housing First Emergency Shelter: The project will commit to running a low-barrier, Housing First, program. Does program meet temporary emergency shelter definition?</p>	<p>Pass/Fail</p>
<p>2. Coordinated Entry: The project will participate in coordinated entry</p>	<p>Pass/Fail</p>
<p>3. HMIS: The project will enter data for all City of Fairfield funded beds into HMIS (or comparable database for domestic violence services) and grant City of Fairfield’s Homeless Services Division “viewer access” to the funded project within HMIS database.</p>	<p>Pass/Fail</p>
<p>4. Equal Access: The project will provide equal access and fair housing without regard to sexual orientation, gender identity, or local residency status.</p>	<p>Pass/Fail</p>
<p>5. Connection to Mainstream Benefits: Project has a specific plan to coordinate and integrate with other mainstream health, social services, and employment programs and ensure that program participants are assisted to obtain benefits. If the agency has any current clients, the plan must mention the percentage of current clients who have obtained at least one mainstream benefit while enrolled in the agency’s program(s).</p>	<p>Pass/Fail</p>
<p>6. Policies: Projects will have policies regarding termination of assistance, client grievances, Equal Access/non-discrimination, ADA and fair housing requirements, VAWA protection, and confidentiality that are compliant with</p>	<p>Pass/Fail</p>

SCORING RUBIC

Program Description (30 Points)	Scoring Guide	Points
Award 2 points for each item Below. <ul style="list-style-type: none"> • Location of program • Activities of program. • Provided how guidelines will be met. • Project sustainability beyond NOFA funding. • Executive Director signed statement. 	Provided clear description of the program, how the program meets the scope of the NOFA and how the project will maintain capacity in the City of Fairfield.	10
	Provided how capacity will be maintained. <ul style="list-style-type: none"> • Specific number served. • Length of time will be served. 	10
	Provided: <ul style="list-style-type: none"> • Site Management Plan or Operations Plan • Program guidelines/participant handbook. 	10

Housing First & Low Barrier (25 Points)	Scoring Guide	Points
Clearly identified understanding of and experience with low-barrier approaches including Housing First approach in meeting clients “where they are at” harm reduction, and trauma informed approaches.	Yes, the agency offers Housing First Training to staff.	10
	There are no program access restrictions for clients based on sobriety or mental health.	5
	No, clients are not required to participate in mandatory classes, therapy, job training, or interventions.	5
	The program provided rare or unique options, e.g., allowed partners, pets, and property.	5

Program Outcomes (50 Points)	Scoring Guide	Points
<p>Provided experience reducing houselessness, connecting unhoused individuals to housing and has data to support meeting or exceeding the 30% federal standard for occupancy and provide Annual Performance Report for last two years.</p> <p>HMIS DATA <5% error award 3 points 5-9.9% award 1.5 points 10-14.9% .5 point Greater than or equal to 15% error 0 points</p>	<p>Provided a minimum of two measurable outcomes of the proposed program for the last two years. If less than two years, provided outcomes to date.</p> <p>New programs: Provided a narrative proposal of realistic strategy for outcomes or provided realistic strategy for outcomes for two years from a similar program.</p>	20
	<p>Provided Annual Performance Report for the last two years.</p>	5
	<p>The percentage of participants that obtained or maintained permanent supportive housing is at least 30%.</p>	5
	<p>The percentage of participants that returned to houselessness and percentage of outcomes list as "Unknown".</p>	10
	<p>Provided a clear plan to lower rates of exits back to houselessness or negative discharges.</p>	5
	<p>The percentage of data points that are recorded as missing, don't know, client refused to answer, and/or unable to calculate. Lower percentages are better. (<i>See scoring chart to the left</i>)</p>	5

Timeline Narrative (10 points)	Scoring Guide	Points
<p>The timeline identified and described the significant phases and activities of the project.</p>	<p>Included timeline detailing how the project will be accomplished from start-up to completion of the contract term.</p>	5
	<p>Included difficulties that might occur in implementing timeline and a plan to overcome difficulties.</p>	5

Qualifications and Experience (25 points)	Scoring Guide	Points
Provided Experience and Capacity	Provided: <ul style="list-style-type: none"> • Description of program. • Policies and Practice for equal access. • Grievance and feedback policy. • Safety Assessment for people fleeing DV. • Participation in community-based initiatives. • Provided clear examples of how program reduced houselessness and connected unhoused individuals to housing. 	20
Provided experience with Diverse Populations	<ul style="list-style-type: none"> • Individuals and families experiencing chronic houselessness. • Mental Health Complications. • Substance Use. • Religious Beliefs. • Criminal histories. • Sexual Orientation. • Seniors. • Undocumented. 	5

Fiscal Management with Diverse Funding Sources (25 points)	Scoring Guide	Points
Award 1 point for each category addressed below: <ul style="list-style-type: none"> • Private funding. • Local funding. • State funding. • Federal funding. • Other. 	Provided detailed experience administering a complex budget and utilizing different funding streams.	5
	Submitted a copy of their most recent financial audit report dated earlier than 1/1/2022 based on guidelines in the NOFA	5
Provided organization’s financial management policies and procedures.	Provided problematic audit or monitoring findings for the past 4 years and how findings were addressed/resolved. <ul style="list-style-type: none"> • Management of program budget. • Management of timely financial Reports. • Involuntary reallocation of program funds. • Any open litigation and/or disputes because of financial settlement. 	5
City of Fairfield funding is a one-time funding source.	Provided method or other funding sources for sustainability beyond the funding provided by the City of Fairfield funding and provide	5

Budget and Budget Narrative (20 points)	Scoring Guide	Points
Award 5 points for each item addressed below: <ul style="list-style-type: none"> • Cost and expenses clearly outlined. • Cost per night. • Other funding sources and percentage of City of Fairfield funds being used to fund program. • Clear plan to sustain program after one-time funding term ends. 	Provided budget narrative.	20

Partnerships with Community Stakeholders Staffing (15 points)	Scoring Guide	Points
Award 1.6 points for connection to each agency. <ul style="list-style-type: none"> • Housing First Solano Continuum of Care • Solano County Coordinated Entry System • Other providers or resources within the City of Fairfield. 	Provided detailed description of community partners and stakeholders and if/how they connect with these entities.	5
	Provided list of top leadership and how they contribute to a sustaining and growing organization.	5
	Provided qualifications/experience of the staff member responsible for financial report preparation, management, and submittals.	5
Total		200

EXHIBIT "A"
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of _____, 20____, by and between the City of Fairfield, a municipal corporation (the "CITY") and _____ ("CONSULTANT"), who agree as follows:

1) **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) **PAYMENT.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) **INSURANCE REQUIREMENTS.** The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **BUSINESS LICENSE.** The CONSULTANT shall obtain and keep current a business license for work within the City of Fairfield pursuant to Chapter 10B of the Fairfield City Code, with respect to the gross receipts received pursuant to this Agreement. No payments shall be made to any SERVICE PROVIDER until such business license has been obtained, and all fees paid therefore, by the CONSULTANT. Business license applications and information may be obtained from the Community Development Department, Fairfield City Hall, 1000 Webster Street, Fairfield, CA 94533-4883, (707-428-7509) and online at www.fairfield.ca.gov/biz.

7) **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

8) **TERM.** This agreement shall be in effect through _____; or until the scope of work is completed.

9) **GOVERNING LAW AND VENUE.** Should either Party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.

10) Where applicable, vehicles with a GVWR greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets

regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>

11) ENTIRE AGREEMENT. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

12) COUNTERPARTS. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

13) NOTICES. This Agreement is managed and administered on the CITY's behalf by the individual named below. All invoices must be submitted and approved by this individual and all notices shall be given to the CITY using the following contact information:

CITY Contact: _____

E-mail: _____

Address: _____

Telephone: _____

Notices must be given to CONSULTANT at the following:

CONSULTANT Contact: _____

E-mail: _____

Address: _____

Telephone: _____

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: _____

CONSULTANT

By: _____

EXHIBIT "B"
PAYMENT

1) The total contract price for services rendered by CONSULTANT under this Agreement shall be as specified below:

Personnel

Hourly Rate

2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the _____ for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to in writing by the CITY and CONSULTANT and shall be billed on a time and materials basis to the _____.

EXHIBIT "C"
GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY and its elected officials, officers, agents, employees and designated volunteers (collectively "CITY Indemnitees") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY Indemnitees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY Indemnitees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

EXHIBIT "D"
INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
 - ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be in excess of the CONSULTANT'S insurance and shall not contribute with it.
 - iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
 - iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
 - vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf; on forms equivalent to CG 20 10 11 85, subject to CITY approval; and submitted electronically through the Exigis insurance system to: certificates-fairfield@riskworks.com. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

d) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.