

Execution Date: August 29, 2024
Close Date: June 30, 2025
Retention Schedule: CL + 10
Destruction Date: June 30, 2035

AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FAIRFIELD AND SHELTER SOLANO,
INC. FOR THE PROVISION OF EMERGENCY SHELTER
OPERATIONS AND SERVICES PERMANENT LOCAL HOUSING
ALLOCATION (PLHA) FUNDING.

This Amendment dated 29 August 2024 amends the Memorandum of Understanding dated July 16, 2024 ("Agreement") between the City of Fairfield, a California municipal corporation ("City") and Shelter Solano, Inc. ("Provider"). City and Provider are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, City and Provider entered into the original Agreement for the provision of emergency shelter operations and services.

WHEREAS, City and Subrecipient desire to enter into an amendment to modify terms of agreement and funding amount.

NOW, THEREFORE, and in consideration of the foregoing and of the mutual covenants and promises herein set forth, the Parties agree to amend the Agreement as follows:


Part II General Terms and Conditions, Section A. (Term of Agreement) The term of this agreement shall begin July 1, 2024, and shall remain in effect until June 30, 2025, unless earlier terminated in writing by the Parties.

Part II General Terms and Conditions, Section B. (Payment) In consideration for the costs incurred for the services to be provided under this Agreement, CITY shall pay PROVIDER \$29,133.33 for the month of July 2024 and \$28,874.24 on a reimbursement basis every thirty (30) days thereafter until the expiration or termination of this Agreement. The payments made by CITY to PROVIDER under this Agreement shall collectively be referred to as the "City Funds." The total amount of the City Funds shall not exceed \$346,750.00. This equates to approximate \$95 per night, per bed for the 12-month period. The monthly allowable line-item cost for "Operating Costs" as referred to in Program Budget as attached in Exhibit "B", for the ten (10) beds shall be \$28,874.24 whether the beds are filled or not. City Funds must be spent in accordance with the Agreement. Any City Funds remaining that are not expended or legally obligated for the services required to be provided by PROVIDER upon expiration or termination of this Agreement shall be returned to CITY within thirty (30) days. PROVIDER shall maintain invoices with receipts, or other documentation (i.e., invoices with receipts, timesheets, general ledger, or payroll register or pay stubs, occupancy data etc.) supporting expenditures made pursuant to this Agreement and shall submit such documentation to CITY within thirty (30) days following receipt of initial payment of City Funds and by the 15th of every month thereafter. Any tangible property purchased with City Funds during the duration of this Agreement is considered the property of the CITY.

Section 2. All other provisions of the Agreement that are not inconsistent with this Amendment are hereby incorporated by reference and shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment on the day and year first shown above.

CITY OF FAIRFIELD

Signature: 
Name: David Gassaway
Title: City Manager
Date: 9/4/24

SHELTER SOLANO, INC.


Signature: _____
Name: John Eckstrom
Title: Chief Executive Officer
Date: 29 August 2024

Digitally signed by John Eckstrom, Chief Executive Officer
Date: 2024.08.29 16:19:51 -07'00'

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FAIRFIELD AND SHELTER SOLANO, INC.
FOR THE PROVISION OF EMERGENCY SHELTER OPERATIONS AND SERVICES
PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FUNDING**

NOW, THEREFORE, the Parties agree as follows:

Part I
Roles and Responsibilities

A. CITY'S Role and Responsibilities.

1. CITY, through the City Manager or Designee, shall designate a primary point of contact for all matters related to the performance of this Agreement ("City Liaison").
2. CITY'S role is to provide administrative oversight and monitoring of The Way Home PLHA Sheltering Program contracted ten (10) Emergency Shelter Beds ("Program").
3. CITY shall approve operational procedures, eligibility screening requirements, and enrollment guidelines. Future changes require the same approval.
4. CITY (Homeless Services Division, Fairfield Police Department) in conjunction with the contracted Street Outreach Team and contracted Coordinated Entry System Provider shall be solely responsible for referring all unhoused individuals ("Participants") to the PROVIDER. Any outside non-City and non-contracted agency referrals will not be considered as a part of this Agreement and shall be considered ineligible for the CITY reimbursement.
5. CITY shall ensure that referrals made pursuant to this MOU shall require a Shelter Solano, Inc. Fairfield Referral Form be provided to PROVIDER staff upon referral of persons to the program, as attached in Exhibit "D".
6. City and PROVIDER shall make best efforts to ensure that potential Participants are Fairfield residents.

B. PROVIDER'S Role and Responsibilities.

1. PROVIDER shall designate a primary point of contact for all matters related to the performance of this Agreement ("Provider Liaison").
2. PROVIDER will provide the non-exclusive use of the Property for the Program at no cost so long as the Program is operating; and provide access to tap water and a reasonable supply of electricity for the Program, with the cost of electricity utilities to be paid by the PROVIDER.

3. PROVIDER hereby agrees to use the funds for eligible activities as approved by the CITY and in accordance with all Program requirements, Guidelines, other rules, and laws, as well as in a manner consistent and in compliance with each funding source.
4. PROVIDER will strictly comply with the terms, conditions, and requirements of the Permanent Local Housing Allocation (PLHA) Statutes, Guidelines, the Notice of Funding Availability (NOFA), the "Standard Agreement" entered into by the CITY and the Department attached as Exhibit "E", and this Agreement.
5. PROVIDER must provide emergency shelter activities in a manner consistent with the Housing First Practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC section 8255(b)(8).
6. PROVIDER shall provide a minimum of ten (10) emergency shelter beds with "wrap around" services at SHELTER Solano (located at 310 Beck Avenue, Fairfield, CA 94533-6836) for people experiencing homelessness. PROVIDER'S "wrap around" services for each referred homeless individuals shall include, but not be limited to, providing food (three meals per day plus snacks), case management, employment services, housing navigation, access to legal services, and other related services, subject to the requirements of the SHELTER Solano, Inc. Management Plan attached as Exhibit "A", the SHELTER Solano, Inc. Program Budget as attached in Exhibit "B", Insurance Requirements as attached in Exhibit "C", and SHELTER Solano Fairfield Referral Form as attached in Exhibit "D".
7. In order to limit impact on surrounding properties, hours of operation for intake of guests and provision of services shall be limited from 8:30 AM to 3:30 PM Monday - Friday.
8. PROVIDER will ensure that the Property will meet Health and Safety Requirements and comply with local codes, as appropriate, have appropriate security personnel, be accessible to participants, and have sufficient staff and funds to operate the Program.
9. PROVIDER shall immediately notify City of any bed bug/pest infestation.
10. PROVIDER shall, at its sole cost and expense, implement bed bug/pest prevention protocols including, but not limited to:
 - a. Prevention and sequestration protocols for Participants who show signs of infestation upon intake in the program.
 - b. Regular (at least monthly) inspections of each Participant's sleeping, community, and storage areas.

c. Ad hoc treatment, as needed, to eliminate any pest infestations.

11. PROVIDER agrees to immediately notify CITY should any of the following occur:
 - Violence or credible threats against staff, Participants or any of PROVIDER'S contractors, licensees, invitees, guests or approved visitors on the Property.
 - Overdoses or major substance abuse complications.
 - Death or serious injury of any Participants while in Program.
 - Complaints or grievances, including without limitation any legal actions, filed by Participants again PROVIDER.
12. PROVIDER shall prepare and enforce all rules as outlined in the Management Plan, to be approved by CITY, and included in PROVIDER's shelter policies for conduct and safety.
13. PROVIDER shall utilize the Homeless Management Information System (HMIS) (or alternative case management system as approved by the CITY) to ensure accurate data is collected for reporting and referrals. Copies of all referral forms shall be provided in a location accessible to the CITY and shall be kept current.
14. PROVIDER shall integrate and coordinate with existing Solano County Housing First homeless initiatives so long as there is no threat to the safety of PROVIDER staff or Participants.
15. PROVIDER shall make available as requested by CITY, Participant and Program data for those served under this Agreement, including but not limited to data on Participant intake and exit, when and where participants have exited, and Program successes and challenges. PROVIDER shall submit monthly reports no later than 15 days after the end of each month during the contract period and a final narrative report within thirty {30} days after the end of the contract period, in a format approved by CITY, and other reports as may be required by CITY. The report will include a narrative accounting of the progress achieved toward the Scope of Work objectives, and the following client information:
 - i. Types of services rendered to clients
 - ii. Client Characteristics
 1. Client intake/exits
 2. Date of admittance, length of stay
 3. Client HMIS number (unduplicated)
 4. City of residency (or location of last place stayed prior to coming to Shelter)
 5. Race/ethnicity
 6. Gender
 7. Age
 8. Number of clients with disabilities (specific type of disability)

9. Number of clients who are veterans of the U.S. Armed Forces

16. PROVIDER shall make available reporting data for the length of this Agreement, including all program related expenses set forth in Exhibit "B" for the prior month with the proper back-up documentation (i.e., invoices with receipts, timesheets, general ledger, or payroll register or payroll stubs, occupancy data etc.). Any expense not authorized by this Agreement as set forth in Exhibit "B" and/or submitted without proper back-up documentation will be disallowed and must be reimbursed to the CITY.
17. PROVIDER shall immediately exit any Participant remaining after the term of this Agreement expires unless transferred to another funded program.
18. PROVIDER shall provide the CITY within five (5) business days such reports and information as the CITY may reasonably request.
19. PROVIDER, at its own expense, shall procure and maintain for the duration of this Agreement policies of insurance, the requirements for which are set forth in Exhibit "C".
20. PROVIDER will virtually case conference with CITY on a monthly basis to provide a status update on each City-referred Participant and the progress that has been made in securing permanent housing for each City-referred Participant during the course of the previous month.

C. Mutual Roles and Responsibilities

1. It is the intent of the Parties to be collaborative in all matters to ensure the health and safety of the residents of the City of Fairfield.
2. Parties agree that the services provided under this Agreement will be made available at the following address (Property):

SHELTER, Solano, Inc.
310 Beck Avenue, Fairfield, CA 94533-6836

3. Prior to placement of any individuals at the Property, the Parties shall establish a mutually agreed upon written policy and process for intervening in escalating problems that could lead to eviction of any resident while the declaration of the State of Emergency remains in effect. Both Parties agree to work together to find resolutions that avoid eviction whenever possible. The written policy shall clearly define the type(s) of behavior that could lead to eviction, set concrete notice requirements for residents at-risk of eviction,

and set forth the specific roles of the CITY and PROVIDER. It shall also establish a process for managing the repercussions of any eviction.

4. The Parties shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and all applicable state laws, regulations, and policies relating to client rights and confidentiality.
5. The PROVIDER agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the PROVIDER, its Subrecipients, and any other grant activity.

Part II

General Terms. and Conditions

A. Term of Agreement.

The term of this Agreement shall begin on July 1, 2024 and shall remain in effect until September 30, 2024, unless earlier terminated in writing by the Parties.

B. Payment.

In consideration for the costs incurred for the services to be provided under this Agreement, CITY shall pay to PROVIDER \$29,133.33 on a reimbursement basis every thirty (30) days thereafter until the expiration or termination of this Agreement. The payments made by CITY to PROVIDER under this Agreement shall collectively be referred to as the "City Funds." The total amount of the City Funds shall not exceed \$87,400.00. This equates to approximately \$95 per night, per bed for the 3-month period. The monthly allowable line-item cost for "Operating Costs" as referred to in Program Budget as attached in Exhibit "B", for the ten (10) beds shall be \$29,133.33 whether the beds are filled or not. City Funds must be spent in accordance with this Agreement. Any City Funds remaining that are not expended or legally obligated for the services required to be provided by PROVIDER upon expiration or termination of this Agreement shall be returned to CITY within thirty (30) days. PROVIDER shall maintain invoices with receipts, or other documentation (i.e., invoices with receipts, timesheets, general ledger, or payroll register or pay stubs, occupancy data etc.) supporting expenditures made pursuant to this Agreement and shall submit such documentation to CITY within thirty (30) days following receipt of initial payment of City Funds and by the 15th of every month thereafter. Any tangible property purchased with City Funds during the duration of this Agreement is considered the property of the CITY.

C. Indemnification.

Each Party shall indemnify, defend, protect, hold harmless, and release the other Party and its elected bodies, officers, agents, and employees, from and against any and all

claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying Party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

D. No Waiver.

The waiver by any Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

E. Notices.

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that a Party desires to give to the other Parties shall be addressed to the other Parties at the addresses set forth below. A Party may change its address by notifying the other Parties of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

PROVIDER
John Eckstrom, CEO
SHELTER, Solano, Inc.
P.O. Box 5368
Concord, CA 94524-0368

CITY OF FAIRFIELD
David Gassaway, City Manager
City of Fairfield
1000 Webster Street
Fairfield, CA 94533-4836

F. Amendment/Modification.

This Agreement may be modified or amended only in writing and with the prior written consent of the Parties.

G. Termination.

1. Termination for Convenience: Either Party may terminate this Agreement for any reason by notifying the other party in writing thirty (30) days prior to the effective date of termination.

2. **Termination for Cause:** If PROVIDER fails to perform any of the responsibilities under this Agreement or if PROVIDER fails to comply with any other provisions of this Agreement, the CITY may terminate this Agreement for cause. Termination shall be effected by serving written notice of termination on the PROVIDER setting forth the manner by which PROVIDER is in default.

If it is later determined by the CITY that the PROVIDER had an excusable reason for not performing, such as an epidemic, fire, or other events which are not the fault of or are beyond the control of the PROVIDER, the CITY, after setting up a new delivery of performance schedule, may allow the PROVIDER to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure:** The CITY in its sole discretion may, in the case of a termination for breach or default, allow the PROVIDER five (5) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If PROVIDER fails to remedy to CITY's satisfaction and within five (5) days of receipt of the written notice of termination, CITY shall have the right to terminate the Agreement without any further obligation to PROVIDER.

4. **Waiver of Remedies:** In the event that CITY elects to waive its remedies for any breach by PROVIDER of any covenant, term or condition of this Agreement, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

H. Severability.

If any provision or portion of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

I. Compliance with all Laws. Venue.

The Parties shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes. Venue for any legal dispute shall be the Solano County Superior Court or the United States Eastern District of California.

J. Non-Discrimination Clause.

1. During the performance of this Agreement, the Parties and their subcontractors shall not deny any benefits or privileges to any person on the basis of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation, nor shall they discriminate unlawfully against any employee or applicant for employment

because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation. Each Party shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), regulations promulgated pursuant to it (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time.

K. Access to Records and Retention.

All Parties, acting through their duly authorized representative, as well as any federal or state grantor agency providing all or part of the funding associated with this Agreement, the papers, Controller, the Comptroller General of the United States, and the duly authorized representatives of any of Parties, shall have access to any books, documents, papers and records of any Party which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, the Parties shall maintain all required records for three years after final payment for any work associated with this Agreement, or after all pending matters are closed, whichever is later.

L. Assignment.

Except as otherwise permitted by this Agreement, no assignment of rights and obligations hereunder shall be valid without prior written consent of the non-assigning Party.

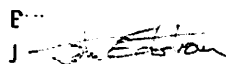
M. Entirety of Agreement.

This Agreement constitutes the entire Agreement between the Parties relating to the subject matter of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the Parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement was executed by the Parties as of the date first above written.

PROVIDER

Digitally signed by
John Eckstrom, Chief
Executive Officer
Date: 2024.07.02
18:22:27 -07'00'



CITY OF FAIRFIELD, a municipal corporation

By:  
David Gassaway, City Manager

APPROVED AS TO FORM

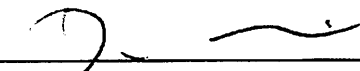
By: 
City Attorney

EXHIBIT A

SHELTER SOLANO, INC. MANAGEMENT PLAN 2024

[attached]

EXHIBIT B

SHELTER SOLANO, INC. PROGRAM BUDGET

[attached]

BUDGET FOR SHELTER SOLANO, INC.
10 BED EMERGENCY SHELTER MOU

<u>Budget Item</u>	<u>Monthly Rate</u>	<u>Total Months</u>	<u>Total Contract</u>
Operating Cost	\$29,133.33	3	\$87,400.00

EXHIBIT "C"

INSURANCE REQUIREMENTS

AGENCY 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 AGENCY, 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 AGENCY 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 AGENCY; products and completed operations of the AGENCY; premises owned, occupied or used by the AGENCY; and automobiles owned, leased, hired or borrowed by the AGENCY. 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 AGENCY'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 excess of the AGENCY'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 AGENCY'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 AGENCY'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. AGENCY 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, AGENCY shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

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