



COMMUNITY ACTION PARTNERSHIP SOLANO
JOINT POWERS AUTHORITY

EMERGENCY SOLUTIONS GRANT CORONAVIRUS ROUND 2 PROGRAM
MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMUNITY ACTION PARTNERSHIP OF SOLANO, JPA
AND
CITY OF FAIRFIELD

This MEMORANDUM OF UNDERSTANDING (MOU) is made on March 1, 2022 by and between Community Action Partnership of Solano, JPA ("CAP Solano JPA"), a joint powers authority of Solano County, and City of Fairfield ("City of Fairfield"), a municipal corporation, and together referred to as the "Party" or "Parties" in this agreement.

Whereas, CAP Solano JPA has received funding from the California Department of Housing and Community Development ("HCD") under the Emergency Solutions Grant Coronavirus Round 2 Program ("ESG-CV2") to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by COVID-19 in Solano County; and

Whereas, City of Fairfield has partnered with Mission Samoa, Inc. to leverage existing services and serve additional homeless individuals and families in an innovative Pallet Shelter Emergency Shelter Model; and

Whereas, CAP Solano JPA now wishes to contract with City of Fairfield to provide Emergency Shelter services at the Pallet Shelter Project through September 30, 2022 that will support COVID-19 prevention and mitigation practices currently being implemented in Solano County.

NOW THEREFORE, the parties hereby agree as follows:

CITY OF FAIRFIELD'S OBLIGATIONS

- CITY OF FAIRFIELD agrees to develop the awarded programs pursuant to this MOU for the benefit of homeless and/or those at risk of homelessness in Solano County.
- CITY OF FAIRFIELD agrees to work with CAP Solano JPA and/or its Fiscal Agent in order to facilitate the evaluation of the effectiveness of the programs and to provide information on the progress of the project.
- CITY OF FAIRFIELD agrees to designate a primary staff member as the point of contact for the purposes of the administration of this MOU.
- CITY OF FAIRFIELD agrees to expend all funds and provide the services and activities outlined in Attachment A, Scope of Work/Project Description, on or before September 30, 2022. "Expend" means all ESG-CV2 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.
- CITY OF FAIRFIELD agrees that any funds not expended by September 30, 2022 shall be returned to CAP Solano JPA or will not be released to CITY OF FAIRFIELD by CAP Solano JPA, as applicable.
- CITY OF FAIRFIELD agrees to provide all documentation of the services and activities outlined in **Attachment B**, "Reporting Requirements".
- CITY OF FAIRFIELD agrees to provide any additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this MOU requested by CAP Solano JPA during the term of this MOU.



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- CITY OF FAIRFIELD agrees that, in accordance with the HFS Grievance Policy, any person participating in the processes or programs in the Solano County homeless system of care has the right to file a grievance based on the quality of service they receive. CITY OF FAIRFIELD further agrees to ensure everyone accessing services under this MOU receives an explanation of their right to file a grievance and receives a grievance form upon intake or upon accessing services and to collect and retain documentation evidencing these actions for everyone accessing services under this MOU, when the grievance policy becomes available.
- CITY OF FAIRFIELD must use the Homeless Management Information System (HMIS) to input, track, and report on client-level data for everyone accessing services under this MOU.
- CITY OF FAIRFIELD must participate, to the maximum extent possible, in Case Conferencing meetings held by Resource Connect Solano.

CAP Solano JPA'S OBLIGATIONS

- CAP Solano JPA agrees to provide fiscal support by means of a grant in the amount of three hundred fifty thousand, nine hundred dollars and no cents (\$350,900.00) to CITY OF FAIRFIELD for the purpose and project specified in **Attachment A**, "Scope of Work/Project Description" and in accordance with ESG-CV2 program guidelines and regulations included in **Attachment D**, "Special Provisions".
- CAP Solano JPA will provide payments according to the schedule and amounts listed in **Attachment C**, "Payment Schedule". In no event shall payments exceed the total grant award of three hundred fifty thousand nine hundred dollars and no cents (\$350,900.00) for the term of this MOU.
- CAP Solano JPA reserves the right to withhold any further payments, move to terminate this MOU, and move to recoup any funds the JPA determines are ineligible for disbursement in accordance with the terms of this MOU if the terms and conditions set forth in **Attachments A & B** are not met, including timely reporting.
- CAP Solano JPA agrees to designate a primary staff member as the point of contact for the purposes of the administration of this MOU.
- CAP Solano JPA agrees to provide technical assistance to CITY OF FAIRFIELD as needed and/or requested during the term of this MOU.

TERM AND TERMINATION

The effective date of this MOU is March 1, 2022 and will remain in force through September 30, 2022.

This MOU and its attachments constitutes the entire agreement between CAP Solano JPA and CITY OF FAIRFIELD and, except as otherwise specified in this MOU, may be amended only in writing by a duly authorized person of each party.

Either party may terminate this MOU with thirty (30) days written notice to the duly authorized person of the other party delivered by certified U.S. mail or in person. At the time of termination, CAP Solano JPA may seek to recoup funds and will not release additional funds to CITY OF FAIRFIELD. CITY OF FAIRFIELD will reimburse CAP Solano JPA for any funds not expended on the project by the termination date. At the date of termination, CAP Solano JPA will cease to be liable to CITY OF FAIRFIELD for any grant funds not yet disbursed pursuant to this MOU.



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OTHER PROVISIONS

Assignment: CITY OF FAIRFIELD shall not assign this MOU or monies due without the prior written consent of CAP Solano JPA.

Conflicts of Interest: CITY OF FAIRFIELD represents that CITY OF FAIRFIELD and/or CITY OF FAIRFIELD's employees and/or their immediate families and/or Board of Directors and/or officers have no interest in the awarding of this MOU, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this MOU. CITY OF FAIRFIELD shall not employ or retain such person while rendering services under this MOU. Services rendered by CITY OF FAIRFIELD associates or employees shall not relieve CITY OF FAIRFIELD from personal responsibility under this clause.

CITY OF FAIRFIELD has an affirmative duty to disclose to CAP Solano JPA in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest with the awarding of this MOU.

Good Standing. CAP Solano JPA has the sole authority to determine if CITY OF FAIRFIELD is in good standing with this MOU. CAP Solano JPA may determine that CITY OF FAIRFIELD is not in good standing based on relevant quality, payment or other business concerns.

Audit. CAP Solano JPA reserves the right to perform or cause to be performed a financial audit. The audit shall be performed by an independent certified public accountant and may be paid with CAP Solano JPA ESG-CV2 administrative funds. CITY OF FAIRFIELD agrees to cooperate with any such audit. If there are audit findings, CITY OF FAIRFIELD must submit a detailed response within 60 days from the date of the audit funding report.

CAP Solano JPA reserves the right to audit data submissions prior to payment. Upon request, CITY OF FAIRFIELD agrees to provide copies of the supporting documentation based on the obligations of the MOU.

Non-Discrimination. CITY OF FAIRFIELD and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex (gender), race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave and any other characteristics covered under State and Federal law. CITY OF FAIRFIELD and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

Document Retention. CITY OF FAIRFIELD agrees to retain documents related to the expenditure of grant funds and activities that were performed during the term of this MOU for a period of at least 5 years after the termination of this MOU or with any period expressed in any applicable State or Federal Law, whichever is greater.



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Drug-Free Workplace: By signing this agreement, CITY OF FAIRFIELD hereby certifies, under penalty of perjury under the laws of State of California, to comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and provide a drug-free workplace.

Child/Adult Abuse: If services pursuant to this MOU will be provided to children and/or elder adults, CITY OF FAIRFIELD represents that CITY OF FAIRFIELD is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

Special Conditions: By signing this agreement, CITY OF FAIRFIELD hereby certifies that CITY OF FAIRFIELD is aware of and agrees to comply with the following conditions governing the use of ESG-CV2 funds:

1. Activities funded with this grant must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
2. CITY OF FAIRFIELD agrees to provide CAP Solano JPA or Council access to HMIS data collected and entered into HMIS, upon request.

Compliance with Law. CITY OF FAIRFIELD agrees to comply with:

- All federal, state, and local licensing standards, all applicable accrediting standards, building codes, and any other relevant standards or criteria.
- Maintaining at least the minimum State-required worker's compensation for employees.
- Maintaining, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by CITY OF FAIRFIELD in performing under this MOU.
- All applicable State and Federal laws and regulations during the term of this MOU.

Compliance with Monitoring/Performance Assessment: Authorized representatives of CAP Solano JPA and/or the State of California may inspect and/or audit CITY OF FAIRFIELD's performance, place of business and/or records pertaining to this MOU.

CITY OF FAIRFIELD agrees to comply with all CAP Solano JPA program monitoring requirements and performance assessment activities including, but not limited to: semi-annual on-site review of files, financial documents, reports and other information in connection with grant funds and activities performed during or after the term of this MOU. CITY OF FAIRFIELD agrees to allow CAP Solano JPA to inspect work performed during the term of this MOU with reasonable notice during regular business hours and to provide information and documentation that the work being performed and that has been performed is in accordance with applicable Federal, State and/or local requirements and this MOU.

Insurance: Without limiting CITY OF FAIRFIELD's obligation to indemnify CAP Solano JPA, CITY OF FAIRFIELD must remain in the California Joint Powers Risk Management Authority program for general liability which provides coverage from \$750,000 up to \$40 million. The City is self-insured up to \$750,000.

Without limiting CITY OF FAIRFIELD's obligation to indemnify CAP Solano JPA, CITY OF FAIRFIELD must procure and maintain for the duration of the MOU insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this



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MOU and the results of that work by CITY OF FAIRFIELD, CITY OF FAIRFIELD's agents, representatives, employees, or subcontractors.

Coverage must be at least as follows:

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).
- c. Worker's compensation insurance as required by the State of California and Employer's Liability Insurance.

CITY OF FAIRFIELD must maintain limits no less than:

- | | | |
|---|--------------------|---|
| a. General Liability:
(Including operations,
products and completed
operations.) | \$1,000,000 | Per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance 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: | \$1,000,000 | Per accident for bodily injury and property damage. |
| c. Workers' Compensation: | | As required by the State of California. |

To the extent coverage is applicable to CITY OF FAIRFIELD's services under this MOU, CITY OF FAIRFIELD must maintain the following insurance coverage:

- | | | |
|----------------------------|--------------------|--|
| a. Cyber Liability: | \$50,000 | Per incident with the aggregate limit twice the required limit. |
| b. Professional Liability: | \$1,000,000 | Combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this MOU. |

If CITY OF FAIRFIELD maintains higher limits than the minimums shown above, CAP Solano JPA is entitled to coverage for the higher limits maintained by CITY OF FAIRFIELD.

CITY OF FAIRFIELD must provide a financial guarantee satisfactory to CAP Solano JPA guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any deductibles or self-insured retentions must be declared to and approved by CAP Solano JPA.



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The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- a. CAP Solano JPA, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CITY OF FAIRFIELD; and with respect to liability arising out of work or operations performed by or on behalf of CITY OF FAIRFIELD including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to CITY OF FAIRFIELD's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.
- b. For any claims related to work performed under this MOU, CITY OF FAIRFIELD's insurance coverage must be the primary insurance with respect to CAP Solano JPA, its officers, officials, agents, employees, and volunteers. Any insurance maintained by CAP Solano JPA, its officers, officials, agents, employees, or volunteers is in excess of CITY OF FAIRFIELD's insurance and shall not contribute to it.
- c. Should any of the above described policies be cancelled prior to the policies' expiration date, CITY OF FAIRFIELD agrees that notice of cancellation will be delivered.

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 CAP Solano JPA.

Verification of Coverage

CITY OF FAIRFIELD must furnish CAP Solano JPA with original certificates and endorsements effecting coverage required by this MOU.

CAP Solano JPA must receive and approve all certificates and endorsements before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

CAP Solano JPA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Indemnification: CITY OF FAIRFIELD will indemnify, hold harmless and assume the defense of CAP Solano JPA and CAP Solano JPA's officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from CITY OF FAIRFIELD's operations or from any persons directly or indirectly employed by, or acting as agent for CITY OF FAIRFIELD, excepting the sole negligence or willful misconduct of CAP Solano JPA. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of CITY OF FAIRFIELD's services, as well as during the progress of rendering such services.



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CAP Solano's acceptance of CITY OF FAIRFIELD's insurance does not relieve CITY OF FAIRFIELD from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CITY OF FAIRFIELD's operations regardless if any insurance is applicable or not.

Notice: Any notice necessary to the performance of this MOU shall be given in writing by personal delivery or by prepaid first-class mail.

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

The JPA's Obligation Subject to Availability of Funds: CAP Solano's obligation under this MOU is subject to the availability of authorized funds. CAP Solano JPA may terminate the MOU, or any part of the MOU work, without prejudice to any right or remedy of CAP Solano JPA, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this MOU, or any subsequent amendment, CAP Solano JPA may, upon written Notice to CITY OF FAIRFIELD, terminate this MOU in whole or in part.

Payment shall not exceed the amount allowable for appropriation by CAP Solano JPA. If the MOU is terminated for non-appropriation of funds:

- a. CAP Solano JPA will be liable only for payment in accordance with the terms of this MOU for services rendered prior to the effective date of termination; and
- b. CITY OF FAIRFIELD shall be released from any obligation to provide further services pursuant to this MOU that are affected by the termination.

This MOU is void and unenforceable if all or parts of funding applicable to this MOU are not available to CAP Solano JPA. If applicable funding is reduced, CAP Solano JPA may either:

- a. Cancel this MOU; or,
- b. Offer an amendment reflecting the reduced funding.

Jurisdiction and Venue. For any dispute arising from this MOU, venue shall be the Solano County Superior Court or United States District Court for the Eastern District of California.

Severance Clause. Should any part of this MOU be deemed unenforceable by any Court or administrative body, the remainder of this MOU shall remain enforceable.

Entire Agreement. This MOU constitutes the entire agreement between CAP Solano JPA and CITY OF FAIRFIELD. There are no terms, conditions or obligations made or entered into by the parties other than those contained in it.



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Execution. The undersigned hereby warrants that s/he has the requisite Authority to enter into this MOU on behalf of the parties and thereby bind the parties to the terms and conditions of the same.

Community Action Partnership of Solano, JPA,
a Joint Powers Authority

DocuSigned by:

By Kathy Lawton-Caesar
Kathy Lawton-Caesar, Board Vice Chair

CITY OF FAIRFIELD, INC.,
a municipal corporation

By [Signature]
David Gassaway, Interim City Manager
DGM

APPROVED AS TO FORM:

DocuSigned by:

By David Lim
City Attorney



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Attachment A SCOPE OF WORK/PROJECT DESCRIPTION

City of Fairfield's Temporary Emergency Shelter – Project Homeless Emergency Living Program (Project HELP) will help prevent, prepare for, and respond to the COVID-19 pandemic. ESG-CV funds will be used to support the Project HELP, which will provide a safe and economic bridge for up to 18 people at one time seeking to regain the basic necessities of life in order to restore hope in themselves and their future while achieving stability. The shelter will be low barrier — pets, partners, and possessions are welcome. Participants will have access to wrap around services tailored to meet their needs, including but not limited to case management, housing navigation, meals, life skills training and other related services.

The proposed City of Fairfield Temporary Emergency Shelter will utilize the innovative Pallet Shelter village model. Pallet villages have been used by various jurisdictions as a means to temporarily shelter homeless individuals, with villages in the cities of Oakland, San Jose, Santa Rosa, and Santa Cruz. Pallet villages can be built at a fraction of the cost of traditional homeless shelters and are proven to help people transition into permanent housing, combining the safety of private units with the benefits of a communal environment.

Pallet villages provide unhoused people the dignity and security of private units, with access to a resource of onsite social services. The proposed pallet village will consist of six 64 square foot and six 100 square foot Pallet Shelters, with panels made of fiberglass reinforced plastic with a foam insulating core, aluminum framed, and can be constructed in under an hour. Site specifics include units with locking doors and windows, personal climate control specifically designed for colder weather, custom fit mattresses, program buildings including bathroom/shower facilities and offices for housing navigation/case management, on-site laundry facilities, on-site meals, transportation, and 24-hour security.



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Attachment B REPORTING REQUIREMENTS

Commencing on the effective date of this agreement, CITY OF FAIRFIELD agrees to provide written progress reports, documenting efforts to provide services outlined in **Attachment A**. Progress reports are due monthly. Progress reports are due no later than 30 days after the end of the reporting month. If the 30th day falls on a weekend or holiday, the report is due the following business day.

All reports must be broken down by activity and shall include, as applicable:

- I. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
- II. The number of unsheltered homeless persons becoming sheltered.
- III. The number of homeless persons entering permanent housing.
- IV. Average length of stay.
- V. Race and ethnicity.
- VI. A description of the alignment between ESG-CV2 funded services and activities and "Housing First" principles adopted by the Council.
- VII. Any other effects from ESG-CV2 funding that CITY OF FAIRFIELD would like to share (optional).
- VIII. Listing of attendance at Resource Connect Solano Case Conferencing meetings, list of referrals received, rejected, and accepted. Of referrals rejected, provide reason/s and if further referral was provided. Of referrals accepted, provide outcome/s.
- IX. List of referrals received from Resource Connect Solano. Of referrals received, how many referrals were rejected, reason/s and if further referral was provided. How many referrals were accepted and provide outcome/s.
- X. List of other referrals received and the source of the referral. Of referrals received, how many referrals were rejected, reason/s and if further referral was provided. How many referrals were accepted and provide outcome/s.
- XI. Other reasonable measures that may be identified by CAP Solano JPA during the term of this MOU to ensure performance under this grant and this MOU.

Requests for payments, monthly reporting, and other correspondence regarding this grant should be submitted electronically to: karen.craig@cityofvacaville.com and CAPSolanoJPA@cityofvacaville.com.

Submissions may also be made by mail to:
CAP Solano JPA c/o City of Vacaville, Fiscal Agent
Attn: Karen Craig
40 Eldridge Avenue, Suite 2, Vacaville, CA 95688

Or fax (707) 449-6242, Attn: Karen Craig



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Attachment C Payment Schedule

1. Supporting documentation must be submitted with expenditure/reimbursement requests to include proof of payment and proof of client income and/or other documentation as requested. Expenditure reimbursement requests are due on the 30th of each month. If the 30th falls on the weekend or holiday, the report is due the following business day.
2. Grant funds requests shall be due in accordance with the guidelines of this payment schedule.
3. The following requirements must be satisfied prior to disbursement:
 - a. There shall exist no condition, event, or act which would constitute a breach of the MOU between CAP Solano JPA and CITY OF FAIRFIELD.
 - b. For advance funds, if any:
 - i. CAP Solano JPA Fiscal Agent has received a written draw request from CITY OF FAIRFIELD setting forth the proposed uses of the funds consistent with this MOU, the amount of funds needed, and, where applicable, a copy of the bill, invoice or estimate covering a cost incurred or to be incurred.
 - ii. Upon disbursement, CITY OF FAIRFIELD shall directly pay the vendor as set forth on the approved invoice no later than thirty (30) days following the receipt of such invoice, unless otherwise agreed to by CAP Solano JPA Fiscal Agent.
 - iii. Upon written request from CAP Solano JPA Fiscal Agent, CITY OF FAIRFIELD shall provide a copy of each check and such other documentation reasonably requested to document the use of the disbursement.
 - c. For reimbursement requests:
 - i. Supporting documentation must be submitted with expenditure/reimbursement requests to include proof of payment and proof of client income, eligibility factors and/or other documentation as requested.
4. Once approved, but not more frequently than one (1) time per month, funds will be disbursed no later than fifteen (15) business days from the date the fiscal agent confirms approval of the invoice. Checks may be mailed directly to the grantee or transferred by direct deposit.
5. In the event that CAP Solano JPA Fiscal Agent disapproves of a draw request, CITY OF FAIRFIELD will be provided a written notice of such disapproval and the reasons for such disapproval.

Requests for payments, monthly reporting, and other correspondence regarding this grant should be submitted electronically to: Karen.Craig@cityofvacaville.com and CAPSolanoJPA@cityofvacaville.com.

Submissions may also be made by mail to:
CAP Solano JPA c/o City of Vacaville, Fiscal Agent
Attn: Karen Craig
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Attachment D Special Provisions

Grant Name: CARES Act Emergency Solutions Grant Program – Round 2

Grant Type: Federal

CFDA# (if Federal): 14.231

Grant NOFA information:

California Department of Housing and Community Development – Emergency Solutions Grant Program
<https://www.hcd.ca.gov/grants-funding/active-funding/esg.shtml>

ESG-CV Round 2 NOFA
<https://www.hcd.ca.gov/grants-funding/active-funding/esg/docs/2-esg-coronavirus-nofa-round-2-final.pdf>

Grant Regulations Information:

HUD ESG-CV Round 2 – Information
https://www.hud.gov/program_offices/comm_planning/homeless_esg_covid-19

HUD 2 CFR 200 Uniform Guidance
https://www.hud.gov/program_offices/public_indian_housing/ih/regs/resources

Additional Requirements: None