

CITY OF FAIRFIELD

RESOLUTION NO. 2023-166

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING THE CITY MANAGER TO EXECUTE AND EXTEND THE TERMS OF TWO CURRENT MEMORANDUMS OF UNDERSTANDING BETWEEN THE CITY OF FAIRFIELD AND SHELTER SOLANO, INC. FOR THE PROVISION OF EMERGENCY SHELTER BEDS

WHEREAS, the City strives to increase availability and access to emergency shelter in order to provide a place for homeless persons to take shelter who might otherwise spend the night on the streets, sidewalks, and parks of the city without shelter; and

WHEREAS, the City has two contracts with Shelter Solano, Inc. for 25 emergency shelter beds funded by the Housing Construction Fund (HCF) and the Permanent Local Housing Allocation Fund (PLHA), and both are set to expire on June 30, 2023; and

WHEREAS, SHELTER Solano, Inc. provides emergency shelter beds and programs and has assisted 16 homeless individuals and families in Fairfield to get off the streets and secure shelter and services that provide long-term success; and

WHEREAS, the City wishes to extend the current Memorandums of Understanding (MOUs) and continue an agreement between the Parties for the provision of 25 emergency shelter beds at SHELTER Solano, thereby continuing shelter services on behalf of the City's Homeless Services Division and Police Homeless Intervention Team for a period of 12 months at a cost not to exceed \$300,000 using HCF funds and \$458,389 using PLHA funds; and

WHEREAS, each Party has caused these MOUs to be duly approved by its respective governing body and by so doing, has found and determined that this MOU furthers the health, safety, and general welfare of their respective residents; and

WHEREAS, the council finds that this Resolution is exempt from review under the California Environmental Quality Act pursuant to Government Code Section 8698.4(a)(4), as an action taken by the City to provide financial assistance to a homeless shelter constructed or allowed pursuant to that section.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The above recitals are true and correct and are a substantive part of this resolution.

Section 2. The city manager, or his designee, is hereby authorized to negotiate and execute an MOU with SHELTER Solano, Inc. to provide 25 Emergency Shelter beds and do all things necessary or proper to implement the MOU. The MOU shall have a not-to-exceed amount of

\$300,000 in HCF funds and \$458,389 in PLHA funds and be substantially in the form of the MOUs attached to the staff report associated with this resolution, with such changes as may be approved by the city attorney.

Section 3. The city manager, or his designee, is hereby authorized and directed to do all things necessary and proper to effectuate the purpose of this resolution.

Section 4. The city manager is authorized to approve amendments to the contract amount within the city manager's signing authority.

Section 5. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 20th day of June, 2023, by the following vote:

AYES: MEMBERS: ~~MOY~~/BERTANI/CARR/PANDURO/TONNESEN/VACCARO/WILLIAMS

NOES: MEMBERS: Moy

ABSENT: MEMBERS: None

ABSTAIN: MEMBERS: None

Carol M. Moy
MAYOR

ATTEST:
Karen L. Rees
CITY CLERK



AGENDA REPORT

DATE: June 20, 2023

TO: Mayor and City Council

FROM: David Gassaway, City Manager *DG*

SUBJECT: Resolution 2023-166 of the City Council of the City of Fairfield Authorizing the City Manager to Execute and Extend the Terms of Two Current Memorandums of Understanding Between the City of Fairfield and SHELTER Solano, Inc. for the Provision of Emergency Shelter Beds

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

To provide a place for homeless persons to take shelter who might otherwise spend the night on the streets, sidewalks, or parks of the city, the City of Fairfield has made efforts to increase availability and access to emergency shelter consistent with the City Council's goals and priorities. Adoption of the proposed resolution approves and extends the current memorandums of understanding (MOUs) with SHELTER Solano, Inc. to further support the City's Homeless Strategy by providing emergency shelter beds and wrap around services to homeless individuals referred by the City's Homeless Services Division and Police Homeless Intervention Team (HIT).

DISCUSSION

The City of Fairfield currently has two agreements with SHELTER Solano, Inc. for 25 emergency shelter beds at 310 Beck Avenue, utilizing two separate funding sources. Contracting emergency shelter beds is part of the City's strategy to reduce homelessness as it allows direct access for the Homeless Intervention Team to refer participants into shelter and reduce the number of unsheltered individuals living on the streets.

Permanent Local Housing Allocation Beds – 15 Beds

The Permanent Local Housing Allocation (PLHA) provides funding to local governments in California for housing-related projects and programs that assist in addressing unmet housing needs of local communities. PLHA is an entitlement grant and the amount allocated to the City is based on prior year real estate transactions recorded in each county. Authorized by City Council Resolution 2020-208, the City began utilizing PLHA funds in 2021 for ten emergency shelter beds. The City Council amended the original contract by Resolution 2020-305 extending the term through June 30, 2023, and increasing the number of beds to 15.

Homeless Services Division, General Fund Beds – 10 Beds

In addition to the PLHA funded beds, the City also funds an additional 10 beds. Initially the 10 beds were funded using Community Development Block Grant (CDBG)-COVID funds. When funding expired the City supplemented the beds using the Housing Construction Fund. Due to the high utilization by Fairfield Police Department and staff in referring participants into these beds, ongoing funding for these beds has been budgeted in the Homeless Services Division General Fund budget.

Program Successes

The existing funding agreements have enabled the Homeless Services Division and the Homeless Intervention Team (HIT) to assist homeless individuals and families in getting off the streets and into shelter and services. Throughout fiscal year 2022-23, HIT has referred 89 unsheltered individuals to Shelter Solano, Inc. Twenty-one of these individuals are still in the program and receiving wrap around services to move towards permanent housing. Sixteen individuals now live with family or have exited the program to permanent housing.

Navigation Center Transition

SHELTER Solano continues to work on transitioning 310 Beck Avenue from the current emergency shelter model to a Regional Navigation Center. A key component to this transition is the completion of the commercial kitchen which is expected to be completed this summer. In addition to the kitchen completion, SHELTER Solano has been awarded funds from Community Action Partnership (CAP) Solano, Joint Powers Authority (JPA) to complete deferred maintenance over the next year to assist in the shelter transition. The proposed resolution and MOU will give the city manager the necessary authority to partner with SHELTER Solano and transition our sheltering agreement to a navigation center agreement should the transition be completed prior to the next renewal.

FINANCIAL IMPACT

Due to the two separate funding sources, the City will maintain two separate MOUs with matching language. Below is the not to exceed costs for each contract:

Funding Source	Total Beds	Not to Exceed
PLHA	15	\$458,389
HSD General Fund	10	\$300,000

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

The council may choose not to adopt the resolution that authorizes the city manager to execute an extension of the MOU between the City of Fairfield and SHELTER Solano, Inc. to provide Emergency Shelter beds. However, this is not recommended, as this resolution aligns with the City's efforts to increase availability and access to emergency shelters overnight and permanently reduce homelessness.

STAFF CONTACT

April Cobb, Management Analyst I
(707) 428-7609
acobb@fairfield.ca.gov

COORDINATED WITH

City Attorney's Office, City Manager's Office, Police Department

ATTACHMENTS:

Resolution
MOU_HCF
Exhibits A-D
MOU_PLHA
PLHA Exhibits A-D

REVIEWERS:

Reviewer	Action	Date
Beavers, Esther	Approved	6/6/2023 - 8:25 AM

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FAIRFIELD AND SHELTER SOLANO, INC.
FOR THE PROVISION OF EMERGENCY SHELTER OPERATIONS AND SERVICES
HOUSING CONSTRUCTION FUND (HCF)**

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 contracted (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 (City Manager or Designee and Police Chief or Designee) shall be solely responsible for referring all homeless individuals ("Participants") to the PROVIDER. Any outside non-City 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 Fairfield Referral Form be provided to PROVIDER staff upon referral of persons to the program, as attached in Exhibit "D".

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 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).
5. PROVIDER shall provide a minimum of 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".
6. 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.
7. 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.
8. 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.
9. PROVIDER shall utilize the Homeless Management Information System (HMIS) 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.
10. 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.
11. 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

12. 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.

13. PROVIDER shall immediately exit any Participant remaining after the term of this Agreement expires unless transferred to another funded program.

14. PROVIDER shall provide the CITY within five (5) business days such reports and information as the CITY may reasonably request.

15. 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".

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, 2023 and shall remain in effect until June 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 \$25,000 on a reimbursement basis every thirty (30) days thereafter for a total not to exceed \$300,000 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 \$300,000.00. This equates to approximately \$83 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 \$25,000, 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 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.

K. 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.

L. 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.

PROVIDER

By: 

Digitally signed by John Eckstrom
DN: cn=John Eckstrom, o=SHELTER,
Inc., ou=Chief Executive Officer,
email=John.Eckstrom@ShelterInc.org, c=US
Location: POB 5368 Concord, CA
94524
Date: 2023.08.01 09:30:54 -07'00'

CITY OF FAIRFIELD, a municipal corporation

By: 
David Gassaway, City Manager

APPROVED AS TO FORM

By: 
City Attorney