

**MEMORANDUM OF UNDERSTANDING BETWEEN
SHELTER SOLANO, INC. AND THE CITY OF FAIRFIELD FOR THE
IMPLEMENTATION OF A TEMPORARY SUPPORTIVE HOUSING
PLAN IN RESPONSE TO COVID-19 THREAT TO PUBLIC HEALTH AND
SAFETY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of this ____ day of April, 2020, (“Effective Date”) between SHELTER Solano, Inc., an Affiliate Corporation of SHELTER, Inc., (“Shelter Provider”), a 501(c)(3) non-profit housing and homeless services provider and the City of Fairfield (“City”), a municipal corporation. Unless specifically identified, each may be referred to individually as “Party” or collectively as “Parties”, as the context may require.

RECITALS

WHEREAS, on March 4, 2020 the Governor of California proclaimed a State of Emergency to exist on California as a result of the threat of the novel coronavirus (COVID-19), and on March 13, 2020, the President of the United States declared the spread of COVID-19 a national emergency; and

WHEREAS, the spread of COVID-19, an infectious disease that causes respiratory illness, globally and within the San Francisco Bay Area, is endangering the public health and safety of the residents of Fairfield and Solano County, requiring the City to take actions to slow the spread of the disease and protect the health of the public; and

WHEREAS, on March 18, 2020 the City Council of the City of Fairfield ratified the Proclamation of Local Emergency put forward by the City Manager to take immediate action to combat the threat to public health that exists in the City due to COVID-19; and

WHEREAS, on March 18, 2020 the Solano County Public Health Official ordered the prohibition and cancellation of all public and private gatherings that do not allow participants to maintain at least six feet distance apart; and

WHEREAS, the Parties acknowledge that individuals experiencing homelessness may be disproportionately vulnerable to the health and safety threats posed by COVID-19 and that the temporary provision of emergency shelter for these individuals is an urgent need to prevent the spread of COVID-19 among this vulnerable population and among the City at large; and

WHEREAS, City desires to partner with local organizations to provide shelter for individuals experiencing homelessness within the City, and Shelter Provider operates an emergency shelter for men, women, and families located at 310 Beck Avenue, Fairfield that can provide such shelter and other resources.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Part I

Roles and Responsibilities

A. City's Role and Responsibilities.

1. City shall designate a primary point of contact for all matters related to the performance of this MOU ("City Liaison").
2. City shall pay \$57,766.51 to Shelter Provider within five (5) days of the Effective Date in consideration for full performance of responsibilities and obligations under this MOU.
3. City shall pay \$57,766.51 to Shelter Provider every thirty (30) days thereafter until the termination of this agreement, whether by expiration or pursuant to Part II, subsection F of this MOU.
4. City shall be responsible for referring homeless participants to the shelter.
5. City shall coordinate with service providers to obtain shelter or housing for the participants referred to the shelter once the term of this MOU expires.
6. City shall conduct basic screening of potential participants for COVID-19 or other contagious illnesses prior to referral.
7. City shall make a best effort attempt to ensure that potential participants reside in Fairfield and meet Fairfield's COVID-19 high-risk criteria.

B. Shelter Provider's Role and Responsibilities.

1. Shelter Provider shall designate a primary point of contact for all matters related to the performance of this MOU.
2. Shelter Provider shall reserve fifty (50) shelter beds for men, women, and/or families for the term of this MOU.
3. Shelter Provider shall make a best effort attempt to accommodate all participants within provider's ability to utilize its dorms, suites, and apartments.
4. Shelter Provider shall make a best effort attempt to abide by the 6-foot social distancing order.
5. Shelter Provider shall provide three meals per day plus snacks for each participant.
6. Shelter Provider shall immediately notify the City Liaison, or their designee, if any participants or staff test positive for COVID-19.
7. Shelter Provider shall track all referred participants in the Community Action Partnership Joint Powers Authority HMIS system.
8. Shelter Provider shall enforce all rules as outlined in the Shelter Provider's Management Plan and Shelter Provider's policies for conduct and safety.
9. Shelter Provider shall make available as requested (but no more than monthly) occupancy data for those served under this MOU.
10. Shelter Provider shall immediately exit any participant remaining after the term of this MOU or extension expires.

11. Shelter Provider agrees that any extension of the term of this MOU is contingent upon Shelter Provider's acceptance of the same payment terms.

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 MOU will be made available at the following address (Property):

SHELTER Solano
310 Beck Avenue,
Fairfield, CA

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 Shelter Provider. It shall also establish a process for managing the repercussions of any eviction.
4. Parties shall comply with the "Guidance for Homeless Assistance Providers on Novel Coronavirus (COVID-19)" attached hereto as **Attachment A**.
5. 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.
6. The Parties agree that the performance of any responsibility under this MOU shall comply with the social distancing requirements ordered by the Solano County Public Health Official on March 18, 2020.
7. Notwithstanding any other provision in this MOU the Parties acknowledge and agree that the priority of Parties is to stop the reduce the spread of COVID-19 to the extent feasible, and that any actions taken under this MOU should further that mutual priority.

Part II

General Terms and Conditions

A. Term of MOU.

This term of this MOU shall begin on the Effective Date and shall remain in effect for ninety (90) days, unless earlier terminated in writing by the Parties.

B. 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.

C. No Waiver.

The waiver by any Party of any breach or violation of any requirement of this MOU 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 MOU.

D. Notices.

All notices required or authorized by this MOU 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.

SHELTER Solano, Inc.
John Eckstrom, CEO
PO Box 5368
Concord, CA 94524

CITY OF FAIRFIELD
Stefan Chatwin, City Manager
City of Fairfield
1000 Webster Street
Fairfield, CA 94533

E. Amendment/Modification.

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

F. Termination.

Termination for Convenience:

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

Termination for Cause:

If Shelter Provider fails to perform any of responsibilities under this MOU or if Shelter Provider fails to comply with any other provisions of this MOU, the City may terminate this MOU for

cause. Termination shall be affected by serving written notice of termination on the Shelter Provider setting forth the manner by which Shelter Provider is in default.

If it is later determined by the City that the Shelter 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 Shelter Provider, the City, after setting up a new delivery of performance schedule, may allow the Shelter Provider to continue work, or treat the termination as a termination for convenience.

The City in its sole discretion may, in the case of a termination for breach or default, allow the Shelter 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 Shelter Provider fails to remedy to City's satisfaction and within five days of receipt of the written notice of termination, City shall have the right to terminate the MOU without any further obligation to Shelter Provider.

F. Severability.

If any provision or portion of this MOU 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 MOU.

G. Compliance with all Laws.

The Parties shall observe and comply with all applicable federal, state and local laws, ordinances, and codes.

H. Non-Discrimination Clause.

a. During the performance of this MOU, 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.

b. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the 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.

I. 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 MOU, the State 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 MOU 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 MOU, or after all pending matters are closed, whichever is later.

J. Assignment.

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

K. Entirety of Agreement.

This MOU constitutes the entire agreement between the Parties relating to the subject matter of this MOU 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 MOU.

L. Compliance with Applicable Federal Law.

Parties acknowledge and agree to adhere to federal procurement requirements included herein and attached hereto as Exhibit A.

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

SHELTER Solano Inc., a 501(c)(3) nonprofit

By: _____

John Eckstrom, Chief Executive Officer

CITY OF FAIRFIELD, a municipal corporation

By: _____

Stefan T. Chatwin, City Manager

APPROVED AS TO FORM:

By: _____

City Attorney

EXHIBIT A

FEDERAL REQUIREMENTS FOR ALL CONTRACTS

A. DEBARMENT AND SUSPENSION

Shelter Provider and all subcontractor shall not be debarred or suspended throughout the duration of this Contract pursuant to 2 CFR 180, 2 CFR 200.213, and Executive Orders 12549 and 12689. If Shelter Provider or any subcontractor becomes debarred or suspended throughout the duration of the MOU, Shelter Provider shall immediately notify City.

B. BYRD ANTI-LOBBYING AMENDMENT

Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, 2 U.S.C. §§ 1601 et seq., Shelter Providers who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City. This requirement shall pass through to any and all Subcontractors engaged to perform services under this Contract.

C. RECOVERED MATERIALS AND SOLID WASTE DISPOSAL ACT

Shelter Provider agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.