

**MEMORANDUM OF UNDERSTANDING BETWEEN  
BAYNORTH CHURCH OF CHRIST AND THE CITY  
OF FAIRFIELD FOR THE EXTENSION OF  
TEMPORARY HOMELESS SHELTER SERVICES IN  
RESPONSE TO THE THREAT OF COVID-19 TO  
PUBLIC HEALTH AND SAFETY**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is entered into as of this \_\_\_\_ day of January, 2021, (“Effective Date”) between BAYNORTH CHURCH OF CHRIST (“**Shelter 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 issued a public health order directing residents of the County to shelter at home. The County of Solano has subsequently superseded this order with succeeding stay at home orders; and

WHEREAS, on December 3, 2020, the Governor announced a Regional Stay-at-Home Order for the Bay Area Region based on data on intensive care unit (ICU) capacity. The Regional Stay-at-Home Order directs persons to limit activities, continue to shelter at home, and implement social distancing safeguards to maintain at least six feet of separation between persons, in order to reduce the spread of COVID-19, and is to remain in effect until the California Department of Public Health’s four-week projections of the region’s ICU capacity is greater than or equal to 15 percent; 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 in order to comply with public health measures and mitigate the effects of COVID-19, and Shelter Provider operates BayNorth Church of Christ located at 2100 Pennsylvania Avenue, Fairfield CA 94533 (“Property”) 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 be solely responsible for referring all homeless individuals (“Participants”) to the Service Provider.
3. City shall coordinate with Shelter Provider and other service providers to obtain shelter or housing for the Participants referred to the Shelter Provider once the term of this MOU expires.
4. City shall conduct basic screening of potential Participants for COVID-19 or other contagious illnesses.
5. 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 provide services at the Property as described in, and subject to the requirements of the BayNorth Church COVID-19 Emergency Shelter Operational Plan and Requirements attached as **Exhibit A**, the BayNorth Church COVID-19 Emergency Shelter Program Budget as attached in **Exhibit B**, and BayNorth Church COVID-19 Emergency Shelter Fire and Life Safety Answers attached as **Exhibit C**.
2. Shelter Provider shall designate a primary point of contact for all matters related to the performance of this MOU.
3. Shelter Provider shall provide services to no more than twenty-five (25) Participants at the Property at any one time, in order to ensure that maximum occupancy limits are not exceeded, and public health measures can be followed.

4. Shelter Provider shall provide three meals per day plus snacks for each Participant not to exceed \$19 a day per Participant.
5. Shelter Provider shall immediately notify the City Liaison or their designee if any Participants or staff test positive for COVID-19.
6. Shelter Provider shall track in the Homeless Management Information System (HMIS) all referred Participants and the services provided. All referrals will come through the City. Any outside non-City referrals will not be considered as a part of this agreement and shall be considered ineligible for City reimbursement.
7. Shelter Provider shall prepare and enforce all rules as outlined in a management plan, to be approved by City, and in Shelter Provider's shelter policies for conduct and safety.
8. Shelter Provider shall make available as requested by City, Participant and Program data for those served under this MOU, including but not limited to data on Participant intake and exit, and when and where participants have exited, Program successes and challenges.
9. Shelter Provider shall provide a daily Intake/Exit Report by 9:00 am the following business day, a weekly Program Update report by 9:00 am on Thursdays, budgeted expenses by the 14th of every month for the length of this MOU, as requested by the City, to the City's Homeless Services Division including statistical data of shelter residents, including but not limited to: date of admittance; length of stay; city, county, and/or state of origin; etc. Operator shall utilize the Homeless Management Information System (HMIS) to ensure accurate data is collected for reporting and referral. Copies of all referral forms shall be provided in a location accessible to the City and shall be kept current.
10. Shelter Provider shall make available reporting data for the length of this MOU, including all program related expenses set forth in **Exhibit B** for the prior month with proper back-up documentation (i.e., invoices, receipts, timecards, payroll stubs, etc.). Any expense not set forth in **Exhibit B** and/or submitted without proper back-up documentation will be deemed as ineligible, and repayment to the City will be due for ineligible expenses and/or will not be reimbursed.
11. Shelter Provider shall immediately exit any Participant remaining after the term of this MOU expires.
12. Shelter Provider shall provide the City within five (5) business days such reports and information as the City may reasonably request.
13. Shelter Provider, at its own expense, shall procure and maintain for the duration of this MOU policies of insurance, the requirements for which are set forth in **Exhibit D**.

*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):

BayNorth Church of Christ  
2100 Pennsylvania Avenue  
Fairfield, CA 94533

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. The Parties shall comply with the federal guidance and the state's Stay-at-Home requirements and other health requirements as directed in gubernatorial Executive Order N-33-20, subsequent executive orders or statutes, and all State Department of Public Health orders, directives, and guidance issued in response to the COVID-19 public health emergency, including but not limited to the State's "Interim Guidance for Homeless Assistance Providers on Novel Coronavirus (COVID-19)."
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 requirements of any applicable Health Order of the Solano County Public Health Official, including but not limited to social distancing requirements.
7. Notwithstanding any other provision in this MOU the Parties acknowledge and agree that the priority of Parties is to stop 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 until April 30, 2021, unless earlier terminated in writing by the Parties.

#### *B. Payment.*

In consideration for the costs incurred for the services to be provided under this MOU, City shall pay to Shelter Provider \$100,000 within thirty (30) days of the Effective Date, and Shelter Provider may request additional funds up to \$240,000.00 on a reimbursement basis every thirty (30) days



thereafter until the expiration or termination of this MOU (“City Funds”). The total amount of the City Funds shall not exceed \$340,000.00. City Funds must be spent in accordance with this MOU. Shelter Provider shall maintain invoices with receipts, or other documentation (timesheets, payroll stubs, occupancy data, etc.) supporting expenditures made pursuant to this MOU, and shall submit such documentation to City within thirty (30) days following receipt of initial payment of City funds and by the 14<sup>th</sup> of every month thereafter. Any funds remaining that are not expended or legally obligated by Shelter Provider upon expiration or termination of this MOU shall be returned to City within thirty (30) days. Any tangible property purchased with City Funds during the duration of this MOU 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 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.

*E. 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 PROVIDER  
Pastor Sam Morris  
BayNorth Church of Christ  
2100 Pennsylvania Avenue  
Fairfield, CA 94533

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

*F. Amendment/Modification.*

This MOU 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 MOU 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 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 effected 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.

3. Opportunity to Cure. 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 (5) 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.

4. Waiver of Remedies. In the event that City elects to waive its remedies for any breach by Shelter Provider of any covenant, term or condition of this MOU, 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 MOU.

#### *H. 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.

#### *I. Compliance with all Laws.*

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

#### *J. Non-Discrimination Clause.*

1. 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.

2. 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.

***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 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.

***L. 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.

***M. 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.

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


SHELTER PROVIDER

By: \_\_\_\_\_

11/12/2021

CITY OF FAIRFIELD, a municipal corporation

By: \_\_\_\_\_

Stefan Chatwin, City Manager 

APPROVED AS TO FORM:

By: \_\_\_\_\_

City Attorney

**EXHIBIT A**

**BAYNORTH CHURCH COVID-19 EMERGENCY SHELTER OPERATIONAL PLAN  
AND REQUIREMENTS**

[attached]

## EXHIBIT A



### **BayNorth Church COVID-19 Emergency Shelter Operational Plan and Requirements January 1, 2021 – April 30, 2021**

#### **Terms and Conditions:**

1. Operation of the BayNorth Church "Project COVID-19" Emergency Shelter (the shelter) shall be in accord with Urgency Ordinance 2021-XXX and Resolution 2021-XXX as unanimously approved by the City of Fairfield City Council January 19, 2021.
2. Operation of the shelter shall be in compliance with all State and City codes, standards and ordinances, including Chapter 25.28.5B of the Fairfield City Code, which permits operation of emergency shelters during declared emergencies. The City has authorized the operation of an emergency shelter on the BayNorth property located at 2100 Pennsylvania Avenue, Fairfield, CA, during the Declared COVID-19 Emergency for the period of January 1, 2021 through April 30, 2021.
3. Occupancy of the emergency shelter shall be limited to a maximum of twenty-five (25) participants.
4. The BayNorth Church facility at 2100 Pennsylvania Avenue shall be used as an "Emergency Shelter," as defined by Section 50801 of the California Health and Safety Code, solely during the Declared COVID-19 Emergency.
5. Any significant modification of the services, such as any elimination or addition of programs, will require an amendment to the Operational Plan and the Memorandum of Understanding as approved by Fairfield City Council on January 19, 2021.
6. Security personnel, and other employees and associated staff of the Shelter operations, shall immediately report to the Fairfield Police Department any incidents occurring on the subject property in which a person could be charged with a felony or misdemeanor, and that are associated with Project COVID-19 Emergency Shelter operations, participants, or visitors to the program, whether the incident was observed by or reported to such personnel by others. Additionally, any such incidents shall be reported to the Fairfield City Manager's Office, Homeless Services Division within one business day of such an incident.
7. In order to limit impact on surrounding properties, hours of operation for intake of guests and provision of services shall be limited from 10:00 am to 6:00 pm five (5) business days per week, Monday through Friday.
8. At least one employee trained in security procedures is required to be onsite twenty-four (24) hours a day, seven (7) days a week. Shelter Operator shall submit and adhere to a security plan to be approved by the Fairfield Police Department which shall include, but not be limited to:
  - a. Security at the facility;

- b. Specific plans and protocols that will be implemented at the shelter to ensure the safety and security of staff, associates, participants, and guests;
  - c. Designated number of security-trained personnel and required training;
  - d. Roles and responsibilities of security personnel;
  - e. Specific plans for dealing with unruly participants and preventing loitering and disruptive behaviors in the surrounding areas; and
  - f. Specific plans and rules for ensuring the orderly conduct of all participants.
9. Shelter Operator's security personnel and staff shall cooperate with City of Fairfield officials and law enforcement and fire personnel, and shall not obstruct or impede their entrance into the shelter while in the course of their official duties.
10. No drug or alcohol consumption or possession is permitted on the BayNorth Church property. No person who is intoxicated, who is under the influence of any drug or controlled substance, or who is a danger to him or herself or others, may enter or remain upon the BayNorth Church property.
11. There shall be no in-and-out privileges for shelter participants between the hours of 6:00pm and 7:00am except in the case of an emergency or job commitment or program-related appointment.
12. Non-participant guests are only permitted between the hours of 7:00 am and 9:00 pm.
13. If it is determined that the BayNorth Church Project COVID-19 Emergency Shelter is in violation of one or more of the conditions described herein, or being operated in such a manner so as to be detrimental to the public health or safety, or to constitute a public nuisance, or is in violation of any other laws, the City may or terminate request to modify the Memorandum of Understanding approved by the City Council on January 19, 2021.
14. The BayNorth Church Project COVID-19 Emergency Shelter for homeless families and individuals shall be the only authorized shelter operating on the site.
15. Operator shall post signs on the property indicating that unauthorized vehicles will be removed at the owner's expense, as authorized by California Vehicle Code Section 22658.
16. Operator shall post "No Trespassing" signs on the property, with the proper authority cited.
17. Any child day care provisions shall meet all State guidelines and requirements for staff training and Fire and Life safety.
18. Operator shall ensure that shelter participants and guests do not loiter off-site or trespass on surrounding properties.
19. Operator shall prepare a full emergency evacuation plan, which shall include a developed training procedure for evacuation.

20. Such Evacuation Plan must follow the 2019 California Fire Code, Chapter 4 – Emergency Planning & Preparedness, and must be submitted to and approved by the City’s Homeless Services Division, Building and Safety Division, and Fire Prevention Division.
21. No vehicles other than those of participants enrolled in the BayNorth Church Project COVID-19 Emergency Shelter, employees or approved guests shall park on the premises.
22. Operational procedures, eligibility screening requirements, and enrollment guidelines are required to be approved by the City’s Homeless Services Division. Future changes require the same approval.
23. Operator shall integrate and coordinate with existing Solano County Housing First homeless initiatives so long as there is no threat to the safety of BayNorth staff or other residents.
24. Operator shall provide a daily Intake/Exit report by 9:00 am the following business day, a weekly Program Update report by 9:00 am on Thursdays, and budgeted expenses by the 14th of every month for the length of this Memorandum of Understanding, as requested by the City, to the City’s Homeless Services Division including statistical data of shelter residents, including but not limited to: date of admittance; length of stay; city, county, and/or state of origin. Operator shall utilize the Homeless Management Information System (HMIS) to ensure accurate data is collected for reporting and referral. Copies of all referral forms shall be provided in a location accessible to the City and shall be kept current.
25. Referral of participants into the BayNorth Church Project COVID-19 Emergency Shelter shall only come from the Fairfield Police Department Homeless Intervention Team and the City’s Homeless Services Division. Any outside non-City referrals will not be considered as a part of the MOU and shall be considered ineligible for City reimbursement.
26. Operator shall comply with federal guidance, the State’s stay-at-home requirements and other health requirements as directed in gubernatorial Executive order N-33-20, any subsequent executive orders or statutes, and all California Department of Public Health orders, directives, and guidance issued in response to the COVID-19 public health emergency.
27. Operator shall provide all required sign in and out sheets upon request by the Fairfield Fire Department. Additionally, operator is subject to unannounced Fire & Life Safety site inspections as required.

**EXHIBIT B**

**BAYNORTH CHURCH COVID-19 EMERGENCY SHELTER PROGRAM BUDGET**

[attached]



PROPOSED BUDGET

Exhibit "B"  
BayNorth COVID Emergency Shelter Program Budget

	Items/Month:	Item Cost:	FTE:	Monthly Cost Not to Exceed:	4 Month Cost Not to Exceed:
<b>Operational Expenses</b>					
Meal Cost (3 Meals/Day Per Participant)	20	\$19.00		\$11,400.00	\$45,600.00
Phone (Landline, Mobile Phones)/Internet	5	\$100.00		\$500.00	\$2,000.00
Water*	1	\$1,100.00		\$1,100.00	\$4,400.00
PG&E*	1	\$3,400.00		\$3,400.00	\$13,600.00
Personal Protective Equipment for Staff & Participants	37	\$15.00		\$555.00	\$2,220.00
Sanitization	1	\$2,500.00		\$2,500.00	\$10,000.00
Facility Rental (Life Center Building, Preschool Area, etc.)	1	\$11,000.00		\$11,000.00	\$44,000.00
Security Guard Services	1	\$800.00		\$800.00	\$3,200.00
<b>Total Operational Expenses</b>					<b>\$125,020.00</b>
*Water and PG&E allocation is only for reimbursed program related expenses paid by the Shelter Provider.					
<b>Financial Assistance</b>					
Laundry Services and Cleaning Supplies	100	\$22.00		\$2,200.00	\$8,800.00
Client Incidentals (Personal Hygiene Products, Storage Containers, etc.)	100	\$5.00		\$500.00	\$2,000.00
Transportation for Clients*	25	\$25.00		\$625.00	\$2,500.00
Facility Repairs & Maintenance	1			\$1,500.00	\$6,000.00
Onsite Activities	25	\$16.00		\$400.00	\$1,600.00
<b>Total Financial Assistance</b>					<b>\$20,900.00</b>
*Includes cost for drivers, gas, and any repairs and/or maintenance for Shelter Provider's vehicles.					
<b>Supportive Services</b>					
Project Director			1.00	\$5,000.00	\$20,000.00
Shelter Manager			1.00	\$4,000.00	\$16,000.00
Case Manager			1.00	\$4,200.00	\$16,800.00
Payroll Specialist				\$400.00	\$1,600.00
Bookkeeper				\$1,000.00	\$4,000.00
Lead Shelter Attendant		\$17.00	1.00		
Activities Coordinator		\$15.00	1.00	\$2,400.00	\$9,600.00
Shelter Attendant		\$15.00	8.00	\$19,200.00	\$76,800.00
Cook/ Kitchen Helpers		\$15.00	4.00	\$9,600.00	\$38,400.00
Janitor		\$15.00	1.00	\$2,400.00	\$9,600.00
<b>Total Supportive Services</b>					<b>\$192,800.00</b>
<b>Fringe Benefits (indirect costs)</b>					<b>\$1,280.00</b>
<b>Total</b>				<b>\$84,680.00</b>	<b>\$340,000.00</b>

**EXHIBIT C**

**BAYNORTH CHURCH COVID-19 EMERGENCY SHELTER FIRE AND LIFE  
SAFETY ANSWERS**

[attached]

## BayNorth Fire and Life Safety Answers

**Occupant Load – are they exceeding max occupancy?** This project will include up to 25 participants maximum at one time

**Proper exiting – (is there enough exiting, panic hardware, exit lighting?)**

Yes.

*Sanctuary:*

- Exit Lighting- 6
- Panic Hardware-2
- Exits-8

*Life Center:*

- Exit Lighting -10
- Panic Hardware- 26
- Exits-11

*Preschool*

- Exit Lighting-3
- Panic Hardware-6
- Exits-4

**Do they have working smoke detectors?** *Premise Information for Fire Response – usually, Fire brings life safety to a commercial fire if known they are providing nomadic sheltering – it changes our operation – we need to order more resources sooner. We have a significant rescue problem. This information is essential to know prior to response. (We are currently not receiving it.) - This project is not operating as a nomadic shelter from January 1, 2021 - April 30, 2021*  
Yes.

**Unsafe or Hazardous conditions?**

No.

**Conditional Use Permits**

No.

## Prevention of COVID clusters or outbreaks:

**Training of Staff on infectious diseases – has this been done?**

Yes, we have partnered with the global tech and community wellness company StayHealthy. Training Materials are provided by StayHealthy, WHO (World Health Organization), and CDC (Center for Disease Control).

The following training will be implemented:

- Standard precautions: Environmental cleaning and disinfection
- Standard precautions: Waste management Standard precautions: Hand hygiene
- COVID-19: How to put on and remove personal protective equipment
- Introduction to emerging respiratory viruses, including novel coronavirus
- COVID-19 Contact Tracing

# BayNorth Fire and Life Safety Answers

## Have they Sourced proper PPE for staff and provided training on proper donning and doffing?

Yes, we have partnered with the global tech and community wellness company StayHealthy. Training Materials are provided by StayHealthy, WHO (World Health Organization), and CDC (Center for Disease Control).

## PPE products that will be implemented. All compliant with the FDA:

- **Alcohol-Free Hand Sanitizer**- non-alcohol hand sanitizer's active ingredient Benzalkonium chloride kills 99.99% of common harmful germs in as little as 15 seconds. Unlike alcohol-based sanitizers that stop protecting once dry, our product delivers 2 to 4 hours of residual protection once applied.
- **BioBlast Disinfectant Technology**- environmentally-friendly, highly effective, an antimicrobial product with 30 EPA Registered Kill Claims(99.99% kill rate) against various bacteria and viruses. The proprietary application system prevents human error and cross-contamination while being residue-free. It's also people, pets, and planet-friendly. BioBlast will effectively treat surfaces, including ceilings, walls, and floors, without wiping! It also neutralizes and deodorizes by killing the bacteria and eliminating odors at their source.
- **COVID-19 Rapid Test**- The screening test comes in a kit that includes all the necessary components to perform a 10-minute test. The three results are read as positive, negative or indicating that you've had COVID in the past based on your high antibody count
- **Antibacterial Hand Soap** - Products are USDA E2 compliant for the combination of handwashing and sanitizing. Safe and effective for use by hospitals, nursing homes medical facilities, home, office, and business as well.
- **Ant-Pathogenic Tape**- applied to any surface, flat or round, to make it safe inspect area and viruses for months. Uses a fully tested patent coding. Inside pathogen prevents cross-infection by killing 99.99% of bacteria and viruses. Nontoxic made from 100% natural anti-microbe all material. Easy to use, self-adhesive, easily removable without leaving a residue. Easy to clean. Semi-permanent with excellent durability. Length of effectiveness depends on daily traffic on that surface
- **Anti-Pathogenic Desk Screens** -Prevent transmission of viruses and bacteria. Anti-pathogen and coding prevent cross-infection by killing 99.99% of the bacteria and viruses. Tested to kill coronavirus is. Transparent, crystal clear material. Easily cleaned using a proprietary cleaning solution. Prevent widespread transmission droplets and aerosols. Easy to install and photo wall for easy storage.
- **N-95 surgical masks**
- **Hazmat Suits**
- **Infrared thermometers**
- **Gloves**

## Plan to dispose of biohazards and waste?

We will have biohazards waste disposal containers throughout the campus.

## How often and who is going to clean and sanitize rooms?

Once a day by shelter attendants / or janitorial staff.

# **BayNorth Fire and Life Safety Answers**

## **Do they have a company, plan, and or contract in place to provide the cleaning?**

Yes, dedicated janitors will be onsite.

## **What is the plan to enforce social distancing in common areas?**

There will be visual aids or markers onsite for participants to know when to distance from each other.

## **Who is going to enforce that?**

Shelter Attendants are onsite 24/7.

## **Who is going to provide health care and screenings?**

La Clinica / Solano County/NorthBay

## **What are their plans when someone that tests positive?**

Those that test positive will be quarantined for 14 days at a hotel located within Fairfield. While there, they will be cared for with three meals and one snack. When 14 days have expired, the participant will be tested again. If negative, participant returns back to BayNorth site. If positive, the participant will be isolated for an additional 14 days and tested day 15.

## **Where will they relocate them too?**

We've partnered with a hotel for those that have tested positive.

## **Who is going to provide transportation if they become sick – funding included for ambulance services?**

There will be a dedicated driver to take the participant to the location. Driver will be required to wear hazmat suits and will be required to test within days of potentially being exposed.

## **Have you looped out to Medic Ambulance for this?**

### **If other transportation is needed, is there a plan to decon or clean?**

Working with North Bay regarding this.

## **What is the contingency plan if the case manager gets sick? (they could be out 14 days)**

Work can be done remotely if needed; however, visual inspections of participants can be done management.

## **What is the contingency plan if the medical monitoring staff become sick?**

We've partnered with multiple agencies to ensure we have sufficient coverage.

## **What is the contingency plan if staff become sick?**

We have staff on standby if staff becomes sick. Staff will be tested every 14 days.

## **What is the contingency plan for food if supply chains are interrupted?**

We will make purchases at local restaurants or stores to ensure all participants will be fed three meals a day.

# BayNorth Fire and Life Safety Answers

## **Who is going to enforce that they stay isolated?**

Shelter Attendants are on-site 24/7.

## **Common Sleeping Areas: Facilities other than Motels / Individual Rooms:**

### **Some of them list two to a room with six feet apart to sleep.**

10,000 sqft Life Center will contain a total of 30 individuals. 15 participants per side spaced out 6 feet apart. Families will be in isolated tents.

## **Are the same people going to stay in the same room? Are there plans to eliminate cross-contaminating?**

Participants will remain in the same location assigned to them.

## **What are their plans when someone tests positive?**

We've partnered with a hotel for those that have tested positive. Participants will leave the BayNorth site and will be transferred to the new site.

## **Are their rooms set aside at each place for people that become sick?**

We've partnered with a hotel for those that have tested positive. Participants will leave the BayNorth site and will be transferred to the new site.

## **Will they relocate everyone until the facility is cleaned?**

No, all products used are people, pets, and planet-friendly. BioBlast will effectively treat surfaces, including ceilings, walls, and floors, without wiping! It also neutralizes and deodorizes by killing the bacteria and eliminating odors at their source.

## **Where will they relocate them too?**

There is no need to because of the Disinfectant Technology used it is people, pets, and planet-friendly.

## **Communal bathrooms? \*If all they have are communal bathrooms High Touch Surfaces = High Risk\***

Yes, the following products will be in the bathrooms.

- **Antibacterial Hand Soap** - Products are USDA E2 compliant for the combination of handwashing and sanitizing. Safe and effective for use by hospitals, nursing homes, medical facilities, home, office, and business as well.
- **Anti-Pathogenic Tape**- applied to any surface, flat or round, to make it safe inspect area and viruses for months. Uses a fully tested patent coding. Inside pathogen prevents cross-infection by killing 99.99% of bacteria and viruses. Nontoxic made from 100% natural anti-microbe all material. Easy to use, self-adhesive, easily removable without leaving a residue. Easy to clean. Semi-permanent with excellent durability. The length of effectiveness depends on daily traffic on that surface.

## **EXHIBIT D**

### **INSURANCE REQUIREMENTS**

Shelter Provider shall 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 hereunder by the Shelter Provider, 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) 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 Shelter Provider 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 Shelter Provider; products and completed operations of the Shelter Provider; premises owned, occupied or used by the Shelter Provider; and automobiles owned, leased, hired or borrowed by the Shelter Provider. 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 Shelter Provider'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 Shelter Provider'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 Shelter Provider'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 Shelter Provider'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.
- d) VERIFICATION OF COVERAGE. Shelter Provider shall furnish the City with original endorsements effecting coverage required by this Exhibit. 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](mailto: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, Shelter Provider shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.
- e) SUB-CONTRACTORS. Shelter Provider shall require all subcontractors to procure and maintain insurance policies subject to the requirements this Exhibit. Failure of Shelter Provider to verify existence of sub-contractor's insurance shall not relieve Shelter Provider from any claim arising from sub-contractors work on behalf of Shelter Provider.