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A MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNITY ACTION PARTNERSHIP SOLANO, JOINT POWERS AUTHORITY; SOLANO COUNTY; AND THE CITIES OF BENICIA, FAIRFIELD, RIO VISTA, SUISUN CITY, VACAVILLE, AND VALLEJO REGARDING THE HOUSING FIRST SOLANO CONTINUUM OF CARE COORDINATED ENTRY SYSTEM

This Memorandum of Understanding, hereinafter referred to as "MOU," is made effective December 1, 2025 by and between the Community Action Partnership Solano, Joint Powers Authority, hereinafter referred to as the "JPA"; Solano County, hereinafter referred to as the "County"; and the Cities of Benicia, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo, hereinafter referred to as the "Cities"; individually, a "Party"; and collectively, the "Parties."

#### RECITALS

WHEREAS, the JPA is charged with providing oversight and coordination of homeless and safety net services to the residents of the County and Cities; serving as the conduit for safety net funding support; administering such funds and making grants available to other non-profit entities that provide services to people experiencing homelessness; and undertaking such other programs as its Board of Directors may authorize, including such duties and tasks required to receive and distribute federal, state, local, and other funding to support the JPA's mission; and

WHEREAS, the Continuum of Care that coordinates the provision of housing and supportive services addressing homelessness in the County and Cities is known as the Housing First Solano Continuum of Care, hereinafter referred to as the "CoC"; and

WHEREAS, in March 2017, the JPA released "Neighbors Helping Neighbors: Forward Together," a regional strategic plan to respond to homelessness in Solano County as amended from time to time, hereinafter referred to as the "Regional Strategic Plan."; and

WHEREAS, Coordinated Entry provides a standardized approach to comprehensively assess the housing and service needs of homeless individuals and families and refer them to appropriate available resources that are needed to end their homelessness; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires recipients of Continuum of Care and Emergency Solutions Grants (ESG) Program



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funding to use a coordinated assessment system, under the authority of the Continuum of Care Program Interim Rule, 24 CFR § 578; the Emergency Solution Grant Program Interim Rule, 24 CFR § 576; and HUD Notice CPD-17-01; and

WHEREAS, the State of California Department of Housing and Community Development requires recipients of Homeless Housing, Assistance and Prevention Program funding to use a coordinated entry system under the authority of Welfare and Institutions Code 8256(iii)(IV); and

WHEREAS, Coordinated Entry connects the community's network of homeless services and housing resources while streamlining, standardizing, and coordinating the current homeless intake, assessment, and referral process; and

WHEREAS, homeless individuals and families, especially highly vulnerable individuals and families who are homeless, are Coordinated Entry's principal users; and

WHEREAS, the Parties have agreed that an effective Coordinated Entry process is a critical component to improving system navigation as recommended by the Regional Strategic Plan; and

WHEREAS, the Coordinated Entry System is governed by Housing First Solano's Coordinated Entry System Policies and Procedures; and

WHEREAS, the JPA operates Coordinated Entry through a subrecipientCoordinated Entry System Operator pursuant to a separate Subrecipient Agreement, hereinafter known as the "Subrecipient Agreement"; and

WHEREAS, the Parties recognize that additional resources are needed to enable Coordinated Entry to operate an effective and efficient system to address homelessness and implement best practice solutions to leverage the existing housing stock to increase housing opportunities.



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### NOW, THEREFORE, the Parties agree as follows:

- I. The County and Cities agree to provide funds to the JPA over the course of three years from the effective date for Coordinated Entry services provided throughout Solano County as set forth in Exhibit B (Budget).
  - 1. The County and Cities shall transmit annual payments to the JPA for the deliverables specified in Exhibits A and B.
  - 2. This Memorandum of Understanding may be amended upon written agreement signed by all the Parties.
- **II.** Program performance of the JPA

The JPA shall use funding received pursuant to this MOU to deliver the services described in Exhibit A (Scope of Work) to homeless individuals and families from the County and Cities pursuant to the terms of this MOU.

### III. Fiscal responsibilities of the JPA

The JPA agrees to:

- 1. Monitor the activities listed in Exhibits A (Scope of Work), B (Budget), and C (Performance Objectives), and the terms of this MOU.
- 2. Adhere to its written JPA Continuum of Care Policies and Procedures for financial management.
- 3. Be liable for repayment of costs incurred for activities not consistent with Exhibits A-C. The JPA shall be afforded the opportunity to respond to any adverse findings regarding such costs before being heldsubject to repayment.

#### IV. Records, reports, and audits of the JPA

#### 1. Governance.

- a. The JPA shall have available and provide to County and/orCities upon request:
  - i. A copy of current JPA Bylaws.
  - ii. The current roster of the JPA membership.
  - iii. A copy of the adopted JPA Continuum of Care Policies and Procedures Manual, inclusive of its Conflicts of Interest Policy and



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its Financial Management policies and procedures.

- b. The JPA shall notify the Parties if it makes any changes to its interpretation of its compliance obligations under the Ralph M.Brown Act, as specified in the JPA Bylaws, on an annual basis.
- 2. <u>Establishment and maintenance of records</u>. The JPA shall maintain records sufficient to reflect properly all matters covered by the enclosed Exhibits A-C.
- 3. <u>Preservation of records</u>. The JPA shall preserve and make availableits records in accordance with its Bylaws.
- 4. Examination of records and/or facilities. At any time during normal business hours, and as often as may be deemed necessary, the JPA agrees that the County and/or any City, and/or any duly authorized representatives for those Parties, shall, for a period of five years following the expiration of this MOU, have access to and the right to examine its offices and facilities engaged in performance of this MOU, and audit records and data with respect to matters covered by this MOU; excepting those falling within the attorney-client and attorney-work-product privileges. The County and/or Cities shall provide the JPA with reasonable notice of any such examination.
- 5. County and City monitoring reviews. The County and/or Cities may conduct monitoring reviews. Such reviews may cover program compliance, as well as fiscal matters. The County and/or Cities shall provide the JPA with reasonable notice that a review will be conducted. The JPA will be afforded a reasonable period of time to respond to any monitoring findings. Cost of such reviews will be borne by the Party(ies) requesting the review. The County and/or Cities may withhold payment and/or terminate this MOU if the JPA fails to respond to or correct finding(s) within a reasonable period of time.
- 6. <u>Performance reports</u>. Throughout the MOU term, the JPA shall share performance reports prepared pursuant to the oversight of Subrecipient by the JPA.

#### V. Coordination of program

- 1. <u>JPA</u>. The Executive Director of the JPA, or his/her designee, shall have overall responsibility for the progress and execution of thisMOU.
- 2. The County Administrator, or his/her designee, shall serve as the point of contact for the County with respect to this MOU.



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3. <u>The Cities</u>. The City Managers, or their designees, shall serve as the point of contact with respect to this MOU.

4. <u>Notices</u>. All notices or other correspondence required or contemplated by this MOU shall be sent to the Parties at the following addresses:

JPA: CAP Solano JPA

Attn: DeShawn Waters, Executive Director

675 Texas Street Fairfield, CA 94533

County: Ian Goldberg

County Administrator

Solano County

675 Texas Street, Suite 6500

Fairfield, CA 94533

Mario Giuliani

City of Benicia: City Manager

City of Benicia 250 East L Street Benicia, CA 94510

David Gassaway

City of Fairfield: City Manager

City of Fairfield 1000 Webster Street Fairfield, CA 94533

Kristina Miller

City of Rio Vista: City Manager

City of Rio Vista One Main Street Rio Vista, CA 94571

Bret Prebula

City of Suisun City Manager

City: City of Suisun City

701 Civic Center Boulevard Suisun City, CA 94585

Savita Chaudhary

City of Vacaville: City Manager

City of Vacaville 650 Merchant Street Vacaville, CA 95688



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City of Vallejo:

Andrew Murray City Manager City of Vallejo 555 Santa Clara Street Vallejo CA 94590

### VI. Compliance with law

The JPA shall become familiar and comply with and cause all its employees and contractors, if any, to become familiar and comply with all applicable Federal, State, and local laws, ordinances, codes, regulations, and decrees. Failure of the JPA to, in any manner, observe and adhere to laws as described herein or as amended, shall in no way relieve the JPA of its responsibility to adhere to same, and the JPA herein acknowledges this responsibility.

#### VII. Indemnification/insurance

The JPA shall indemnify, defend (with independent counsel jointly approved by the County and Cities), and hold harmless the County and Cities and their officers, officials, directors, employees, agents, volunteers, and affiliates from any and all claims, demands, causes of actions, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with the JPA's operations, or any subcontractor's operations, to be performed pursuant to this MOU or the current Subrecipient Agreement between the JPA and its Coordinated Entry System Operator, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the County and/or any of the Cities.

Per its Subrecipient Agreement with the JPA, the Coordinated Entry System Operator shall procure and maintain for the duration of its Subrecipient Agreement with the JPA 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 its Subrecipient Agreement and the results of that work by the Coordinated Entry System Operator, its agents, representatives, employees, or subcontractors. The County and Cities and their officers, officials, employees, agents and volunteers are to be covered by the Coordinated Entry System Operator as additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under its Subrecipient Agreement and the results of that work



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by the Coordinated Entry System Operator, its agents, representatives, employees, or subcontractors.

The provisions of this Section shall survive the expiration or termination of this MOU and are not limited by any provisions relating to insurance in the current Subrecipient Agreement between the JPA and its Coordinated Entry System Operator.

The JPA agrees to enforce all the insurance requirements set forth in the Terms and Conditions exhibit to the current Subrecipient Agreement between the JPA and its Coordinated Entry System Operator.

### VIII. Noncompliance with Scope of Work, Budget, and PerformanceObjectives

- 1. The JPA shall be afforded the opportunity to respond to any information that suggests a failure or deficiency by the JPA to complywith any provision of this MOU. Examples of noncompliance include:
  - a. If the JPA (with or without knowledge) makes any material misrepresentation of any nature with respect to any information or data furnished to the Parties in connection withthis MOU.
  - b. If there is pending litigation with respect to the performance bythe JPA of any of its duties or obligations under this MOU which may materially jeopardize or adversely affect the undertaking of or the carrying out of its program.
  - c. If the JPA is in default under the provisions of this MOU.
  - d. If the JPA makes improper use of funds.
  - e. If the JPA fails to comply with any of the terms and conditions of this MOU in such a manner as to constitute a material breach thereof.
  - f. The JPA refuses to accept any additional conditions that maybe imposed by the County and/or any City as a result of changes required by law or by the Federal government.
  - g. If the JPA fails to accomplish the scope of services listed in Exhibits A-C and pursuant to the terms of this MOU in a timely manner.



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2. Should the JPA be unable to resolve concerns by a Party about a perceived failure to comply with Exhibits A-C under this MOU within a reasonable period of time, that Party shall have the right to withdraw from this MOU, receive reimbursement for services not yet rendered, and/or require corrective action to enforce compliance with such provision.

### IX. Suspension or Termination

- 1. <u>Suspension or termination for cause</u>. This MOU may be suspended or terminated at any time before the date of completion by the JPA or pursuant to a unanimous agreement among the County and Cities if:
  - a. Any party fails to comply with the conditions of this MOU as described above; or
  - b. The Housing First Solano CoC chooses an entity other than the JPA to operate the Coordinated Entry System; or
  - c. The JPA is not able to secure the resources to perform one or more of the duties described in Exhibit A: Scope of Work; or
  - d. The JPA no longer has adequate resources to operate the Coordinated Entry System; and
  - e. The offending Party or Parties is/are afforded a reasonable opportunity to respond to any such concerns, and the offending Party or Parties fail(s) to resolve any such concerns.

#### 2. Upon suspension or termination, the JPA shall:

- a. Not incur new obligations and shall cancel as many outstanding obligations as possible.
- b. Be paid only for services rendered to the County and each City to the date of such suspension or termination; provided, however, if the MOU is suspended or terminated for fault of the JPA, the County and each City shall be obligated to compensate the JPA only for that portion of the JPA's services which were of benefit to the County and each City.



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### X. Rights and remedies not waived

In no event shall payment by the County or any City or acceptance of payment by the JPA hereunder constitute or be construed to be a waiver by any Party of any breach of covenants or conditions of this MOU or any default which may then exist on the part of any Party, and the making of any such payment while any such breach or default shall exist, shall in noway impair or prejudice any right or remedy available to any Party with respect to such breach or default.

### XI. Integrated document

No verbal agreements or conversations with any officer, agent or employee of the County and/or Cities prior to execution of this MOU shallaffect or modify any of the terms or obligations contained in any documents comprising this MOU. Any such verbal agreement shall be considered as unofficial information and in no way binding upon the Parties.

### XII. Severability

In case any one or more of the provisions contained herein shall, for anyreason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

#### XIII. Term of MOU

The Term of this MOU is for three years from December 1, 2025 – December 31, 2028.



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IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this MOU in duplicate on the day and year set below each of the parties.

	For Solano County, a municipal		
For the JPA:	corporation:		
SIGNATURE	SIGNATURE		
PRINTED NAME	PRINTED NAME		
mimi is	mimi is		
TITLE	TITLE		
DATE	DATE		
For the City of Vacaville, a municipal	For the City of Rio Vista, a municipal		
corporation:	corporation:		
corporation.	corporation.		
SIGNATURE	SIGNATURE		
PRINTED NAME	PRINTED NAME		
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DATE	DATE		



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For the City of Fairfield, a municipal corporation:	For the City of Suisun, a municipal corporation:
SIGNATURE	SIGNATURE
PRINTED NAME	PRINTED NAME
TITLE	TITLE
DATE	DATE
For the City of Vallejo, a municipal corporation:	For the City of Benicia, a municipal corporation:
SIGNATURE	SIGNATURE
PRINTED NAME	PRINTED NAME
TITLE	TITLE
DATE	DATE



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#### **EXHIBIT A: SCOPE OF WORK**

JPA shall be responsible for the following activities:

- Identifying and selecting the Coordinated Entry Services Operator.
- Securing the necessary resources to support scope the work.
- Providing technical assistance and oversight of the Coordinated Entry Services Operator.
- Providing annual reports to the County and Cities on progress in achieving the milestones.
- Ensuring that resources provided by the County and Cities will be used for the following activities:

### I. Resource Connect Solano Coordinated Entry System Management

The JPA will ensure that the Coordinated Entry Services Operator will be responsible managing for the implementation and on-going administration, development, and continuous improvement of Solano County's Coordinated Entry System inalignment with Housing First Solano's Coordinated Entry System Policies and Procedures. Management includes:

- 1. Conducting Coordinated Entry System analysis, evaluation, monitoring, and review;
- 2. Maintaining Coordinated Entry System documentation, which includes system performance documents, reporting data, and federalforms;
- 3. Developing new access and outreach/in-reach points throughout the County to ensure full and equal access:
- 4. Increasing the number of providers using Housing First Solano's Homeless Management Information System (HMIS) and participating Resource Connect Solano:
- 5. Creating tools and resources necessary to manage Resource ConnectSolano Entry Points:
- 6. Ensuring consistent usage of and calibration of the assessment toolthroughout the Coordinated Entry System;
- 7. Ensuring that the adopted prioritization criteria are used so that the most vulnerable individuals and families are prioritized for assistanceand matched with the appropriate services for them ensuring the most efficient and cost-effective usage of resources;
- 8. Ensuring that beds and/or units fund by County or City programs that have specific client criteria are reserved for eligible program clients and input of program staff is sought before placement;



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- 9. Managing the priority lists;
- 10. Ensuring timely linkage of persons to available housing and services;
- 11. Providing guidance, training, capacity building support, communication updates, and other project support as needed to Housing First Solano, the County, and the Cities;
- 12. Ensuring all participating provider agencies have information as necessary to operate and participate in Resource Connect Solano successfully;
- 13. Providing monthly or quarterly reports to the JPA as requested;
- 14. Preparing annual assessments of the Coordinated Entry System;
- 15. Establishing a more robust marketing plan to bring awareness to residents across the county, including those precariously housed and those least likely to receive assistance in the absence of such marketing;
- 16. Creating and disseminating outreach materials about Resource Connect Solano;
- 17. Reviewing and analyzing HMIS data, including reports on system- wide performance (e.g., clients receiving diversion assistance, vacancy reporting, completion of assessments); and
- 18. Maintaining the integrity of consumer data and ensuring up-to-date security protocols for the system.

#### II. Coordinated Entry System Administration

The JPA will ensure the Coordinated Entry Service Operator Administers System support to the Resource Connect Solano staff as well as the various jurisdictional and non-profit outreach teams. Support services include:

- 1. Answering and responding to all Coordinated Entry System referral calls;
- 2. Performing a pre-screen diversion assessment over the phone and full Vulnerability assessment, where appropriate;
- 3. Referring callers to the most pertinent services, including preventionservices for callers at-risk of homelessness;
- 4. Connecting clients to case management;
- 5. Scheduling appointments with clients for the Coordinated Entry Specialists;



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6. Providing training and technical assistance to local outreach teams to support their data entry in HMIS.

### III. Other Coordinated Entry System Services

The Coordinated Entry Services Operator may offer other services such as Housing Location Services to support the staff as well as the various jurisdictional and non-profit outreach teams to identify housing opportunities for individuals experiencing homelessness. Services will be outlined in the subrecipient agreement may include:

- 1. Developing and managing a comprehensive outreach/ working relationship with community stakeholders, especially landlords;
- 2. Engaging a landlord recruitment and retention plan. Recruiting landlord, management firm, and leaseholder participation and/or growth of participation in Continuum of Care and Resource Connect Solano housing programs, which may include Permanent Supportive Housing, Rapid Rehousing, Section8, TBRA, HUD/VASH, and other subsidy programs;
- 3. Meeting with owners, landlords and property managers to discusspartnering with Resource Connect Solano, including rental assistance, placement programs, and support services;
- 4. Negotiating with landlords experiencing conflicts with formerly homeless tenants to find solutions to experienced problems, including outside mediation services for more serious conflicts to help avoid eviction;
- 5. Building long-lasting relationships with property managers, landlords, owners, and firms to expand the scope of their participation in programs that house those experiencing homelessness;
- 6. Performing initial site visits at all prospective sites to ensure they meet guidelines for habitability standards;
- 7. Maintaining a database of landlords, management firms, and leaseholders working with those experiencing homelessness;
- 8. Sending out notices to Resource Connect Solano staff of any new housing availability;
- 9. Tracking all placements with landlords in HMIS;
- 10. Maintaining awareness of changes in market and community processes that can impact services; bring forward prospective recommendations to deal with expected changes.
- 11. Increase focus on systemic County-wide landlord engagement strategies.



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# IV. Coordinated Entry System Housing Readiness Services and Case Management

The JPA will ensure that the Coordinated Entry Services Operator provides Housing Readiness Services and Case Management. This includes:

- 1. Counseling individuals and families at the top of the ResourceConnect Solano prioritization system as to potential housing options;
- 2. Coordinating supportive services for individuals and families at the top of the Resource Connect Solano prioritization system;
- 3. Using the Coordinated Entry System to provide comprehensive assessments of participant need for housing and services;
- 4. Monitoring and evaluating Resource Connect Solano participant progress;
- 5. Providing Resource Connect Solano participant information andreferrals to providers participating in the Coordinated Entry System;
- 6. Developing individualized housing and service plans for individuals and families at the top of the Resource Connect Solanoprioritization system;
- 7. Providing tenant counseling to individuals and families placed within the past 30 days into housing through Resource ConnectSolano;
- 8. Assisting individuals and families at the top of the Resource Connect Solano prioritization system or placed within the past 30 days into housing through Resource Connect Solano to understandthe leasing process;
- 9. Assisting individuals and families at the top of the Resource Connect Solano prioritization system or placed within the past 30 days into housing through Resource Connect Solano with securingutilities;
- 10. Assisting individuals and families at the top of the Resource Connect Solano prioritization system or placed within the past 30days into housing through Resource Connect Solano with makingmoving arrangements.

### V. <u>Coordinated Entry Systems Operations</u>

The JPA will ensure that resources made available through this MOU foroperations are allocated to items such as: the costs of office space; maintenance; office equipment; Internet access; a system website; marketing; office supplies; transportation costs incurred by the Resource Connect Solano staff; public transportation costs for consumers; and essential training and conference attendance about Coordinated Entry.



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### **EXHIBIT B: BUDGET**

### I. Funding

In addition to coordinated entry staff supported by HUD CoC, which is \$233,589 for FY2025/26, pursuant to this MOU, the Cities and County will provide 2026 funding of \$351,638 as follows to support the activities described in Exhibit A.

Funding for calendar years 2027 and 2028 will increase at a fixed rate of three (3) percentper year.

### II. Method of Payment

The County and Cities shall transmit annual payments to the JPA. The method of payment was determined by the population of the Cities with the County making a larger amount than its population and is as follows:

	2026	2027	2028	Total
Q-1				
Solano		**		
County	\$81,966	\$84,425	\$86,958	\$253,350
Benicia	\$18,816	\$19,381	\$19,962	\$58,158
Fairfield	\$77,564	\$79,891	\$82,288	\$239,743
Rio Vista	\$6,127	\$6,311	\$6,501	\$18,939
Suisun				
City	\$19,903	\$20,500	\$21,115	\$61,517
Vacaville	\$66,895	\$68,902	\$70,969	\$206,767
Vallejo	\$80,366	\$82,777	\$85,260	\$248,402
Total	\$351,638	\$362,187	\$373,053	\$1,086,878

The JPA shall invoice the County and Cities within 30 days of the effective date of this MOU and then each year thereafter within 30 days of the same calendar date. The Cities and County shall make payment of the invoice within 30 days of the date of the invoice.