



COMMUNITY ACTION PARTNERSHIP SOLANO  
JOINT POWERS AUTHORITY

CAP Solano JPA  
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capsolanojpa.org

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**JPA Board of Directors**

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**GRANT NAME**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**COMMUNITY ACTION PARTNERSHIP OF SOLANO, JPA**  
**AND**  
**AGENCY**

This MEMORANDUM OF UNDERSTANDING (MOU) is made on DATE (“Effective Date”), by and between AGENCY (“ ”), a Non Profit Organization - Corporation - Other, and Community Action Partnership of Solano, JPA (“CAP Solano JPA”), a joint powers authority of Solano County, together referred to as the “Party” or “Parties” in this agreement.

**Whereas,** CAP Solano JPA has received funding from the Grantor (“ ”) under the Grant Program, (“ ”) to fund eligible activities relating to homelessness within the Vallejo/Solano Continuum of Care (“CoC”) service area;

**Whereas,** CAP Solano JPA now wishes to contract with to Describe Goal of grant;

**Whereas,** wishes to operate the Program in Solano County, for Describe program activities; and

**Whereas,** will administer the Program to Individuals to be served in the CoC area.

[This Area Intentionally Left Blank]



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NOW THEREFORE, the parties hereby agree as follows:

### 'S OBLIGATIONS

- agrees to develop the \_\_\_\_\_ Program pursuant to this MOU, for the benefit of those who eligible clients in Solano County.
- agrees to work with CAP Solano JPA and/or its Fiscal Agent, in order to facilitate the evaluation of the effectiveness of this program and to provide information on the progress of the program.
- agrees to designate a primary staff member as the point of contact for the purposes of the administration of this MOU.
- agrees to incur and fully expend all grant funds for the services and activities outlined in Attachment A, Scope of Work/Project Description, on or before \_\_\_\_\_ (“Expenditure Deadline”).
- agrees that expenses incurred or expended prior to the Effective Date or after the Expenditure Deadline shall not be eligible for reimbursement under this MOU and if paid to \_\_\_\_\_, must be returned to CAP Solano JPA. “Expended” means all funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.
- agrees to accept all referrals only through Resource Connect Solano, the Vallejo/Solano CoC Coordinated Entry System, except when providing services to those who are housed but currently at risk of homelessness.
- agrees to verify that all participants assisted during the term of this MOU are Solano County residents.
- agrees to provide all documentation of services and activities outlined in Attachment A, Scope of Work/Project Description including documentation that services and activities are eligible per Grantor requirements and this MOU.
- agrees to provide monthly written progress reports, documenting efforts to provide services outlined in Attachment A, Scope of Work/Project Description and expenditure reports containing expenditure details for the provision of services as outlined in Attachment B, Reporting Requirements.
- agrees to provide quarterly verbal and/or written progress reports to the CAP Solano JPA Board during a regularly scheduled Cap Solano JPA Board meeting.



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- agrees to provide any additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with available Grant funds, as requested by CAP Solano JPA during the term of this MOU.
- agrees that, in accordance with the HFS Grievance Policy, any person participating in the Resource Connect Solano process or interacting with programs in the Solano County homeless system of care has the right to file a grievance based on the quality of service they receive. further agrees to ensure everyone accessing services under this MOU receives an explanation of their right to file a grievance and receives a grievance form upon intake or upon accessing services and to collect and retain documentation evidencing these actions for everyone accessing services under this MOU.
- must use the Homeless Management Information System (HMIS) to input, track, and report on client-level data for everyone accessing services under this MOU.
- must participate, to the maximum extent possible, in Case Conferencing and By Name List meetings held by Resource Connect Solano.

### **CAP SOLANO JPA'S OBLIGATIONS**

- CAP Solano JPA agrees to provide fiscal support by means of a grant in the amount of dollars and cents (\$ ) to for the purpose and project specified in Attachment A, Scope of Work/Project Description.
- CAP Solano JPA will provide payments according to the schedule and amounts listed in Attachment C, Payment Schedule. In no event shall payments exceed the total grant award dollars and cents (\$ ) for the term of this MOU.
- CAP Solano JPA reserves the right to withhold any further payments, and move to terminate this MOU, and to recoup any funds the JPA determines are ineligible for disbursement in accordance with the requirements of Grantor and terms of this MOU, and if the terms and conditions set forth in Attachment A and/or B are not met, including timely reporting. Determination by CAP Solano JPA or Grantor of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and CAP Solano JPA or Grantor shall determine the reimbursement method for the amount disallowed.
- CAP Solano JPA agrees to designate a primary staff member as the point of contact for the purposes of the administration of this MOU.



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- CAP Solano JPA agrees to provide technical assistance to \_\_\_\_\_, as needed and/or requested during the term of this MOU.

### TERM AND TERMINATION

The effective date of this MOU is \_\_\_\_\_ (“Effective Date”), and will remain in force through the \_\_\_\_\_ (“Expiration Date”).

This MOU, and its attachments, constitutes the entire agreement between CAP Solano JPA and \_\_\_\_\_ and, except as otherwise specified in this MOU, may be amended only by both CAP Solano JPA and \_\_\_\_\_’s agreement in writing, and executed by a duly authorized person of each party.

Either party may terminate this MOU upon thirty (30) days’ prior written notice to the other party. In the event of the failure of either party to meet the specified obligations, the agreement may be terminated within thirty (30) days’ notice of the failure, if the obligation is still not met at that time. At the time of termination, CAP Solano JPA may seek to recoup funds and will not release additional funds to \_\_\_\_\_, as applicable.

Upon termination of the MOU, \_\_\_\_\_ will reimburse CAP Solano JPA for any funds not expended on the project by the effective date of the termination. At the date of termination, CAP Solano JPA will cease to be liable to \_\_\_\_\_ for any grant funds committed pursuant to this MOU.

### OTHER PROVISIONS

**Assignment:** \_\_\_\_\_ shall not assign this MOU or monies due without the prior written consent of CAP Solano JPA.

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



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

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

\_\_\_\_\_ agrees to ensure that \_\_\_\_\_ is qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in termination of this MOU.

**Audit.** CAP Solano JPA or Grantor reserve the right to perform or cause to be performed a financial audit. The audit shall be performed by an independent certified public accountant and may be paid with CAP Solano JPA administrative funds. \_\_\_\_\_ agrees to cooperate with any such audit. If there are audit findings, \_\_\_\_\_ must submit a detailed response acceptable to CAP Solano JPA and/or Grantor within 60 days from the date of the audit finding report.

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

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

**Document Inspection and Retention.** \_\_\_\_\_ agrees to retain documents related to the expenditure of grant funds and activities that were performed during the term of this MOU for a period of at least five (5) years after the Expiration Date or with any period expressed in any applicable State or Federal Laws, whichever is greater.



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agrees that CAP Solano JPA or Grantor or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this MOU. agrees to provide relevant information requested. agrees to permit access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the Grant Statutes, NOFA and this MOU.

**Drug-Free Workplace:** By signing this agreement, hereby certifies, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace.

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

**Compliance with Law.** agrees to comply with:

- All federal, state, and local licensing standards, all applicable accrediting standards, building codes, and any other standards or criteria established federally, by the State, or locally.
- Maintaining at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- Maintaining, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by in performing under this MOU.
- All applicable 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 this MOU during the term of this MOU.

**Compliance with Monitoring/Performance Assessment:** Authorized representatives of the JPA and/or Grantor may inspect and/or audit 's performance, place of business and/or records pertaining to this MOU.



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

**Insurance:** Without limiting 's obligation to indemnify CAP Solano JPA, must procure and maintain for the duration of the MOU insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this MOU and the results of that work by , 's agents, representatives, employees or subcontractors.

Coverage must be at least as follows:

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

must maintain limits no less than:

- |   |             |   |
|---|-------------|---|
| a. General Liability:<br>(Including operations,<br>products and completed<br>operations.) | \$2,000,000 | Per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| b. Automobile Liability:  | \$1,000,000 | Per accident for bodily injury and property damage.   |
| c. Workers'<br>Compensation:  |             | As required by the State of California.   |



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

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

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

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

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to CAP Solano JPA.

### Verification of Coverage

- a. \_\_\_\_\_ must furnish CAP Solano JPA with original certificates and endorsements effecting coverage required by this MOU.





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- b. CAP Solano JPA must receive and approve all certificates and endorsements before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.
- c. CAP Solano JPA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

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

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

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

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

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

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

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

a

By \_\_\_\_\_  
, Board Chair Name , Title

By \_\_\_\_\_



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**Special Conditions:** By signing this agreement, \_\_\_\_\_ hereby certifies that \_\_\_\_\_ is aware of and agrees to comply with the following conditions governing the use of \_\_\_\_\_ funds:

1. Activities funded with this grant must be in compliance or otherwise aligned with the Health and Safety Code Section 50490.
2. Services must be provided in Solano County, to homeless or at risk of homelessness persons within Solano County, in a manner consistent with the housing first practices described in California Code of Regulations, title 25, Section 8409(b)(1)-(6) and Welfare and Institutions Code Section 8255(b).
3. \_\_\_\_\_ agrees to provide CAP Solano JPA or Grantor access to HMIS data collected and entered into HMIS, upon request.
4. Have knowledge of the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.



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**Attachment A**

**SCOPE OF WORK/PROJECT DESCRIPTION**

TBD



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### Attachment B

#### REPORTING REQUIREMENTS

Commencing on the effective date of this agreement, \_\_\_\_\_ agrees to provide written progress and detailed expenditure reports, documenting efforts to provide and fund services outlined in Attachment A. Progress and expenditure reports are due monthly. Progress and expenditure reports are due no later than 30 days after the end of the month. If the 30 days falls on a weekend or holiday, the report is due the following business day. All reports shall include, as applicable:

1. The number of homeless persons served;
2. The number of unsheltered homeless persons served and the average length of time spent as homeless before entry into the program or project;
3. The number of homeless persons exiting the program or project to permanent housing;
4. The number of persons that return to homelessness after exiting the program or project;
5. The number of persons at risk of homelessness served;
6. Percent increase in income from program entry and program exit for each person served;
7. Percent of persons served that were connected with non-cash benefits;
8. Percent of persons served that were connected to case management;
9. Percent of persons served that maintained permanent housing for at least one year;
10. Percent of persons served that returned to homelessness after exit;
11. Status of expenditures to Project Budget submitted with application for funding included as Attachment D. Include a written explanation for any variances;
12. Summary of ongoing collaborative efforts with the Regional Strategic Plan, Resource Connect Solano, Housing First Solano and/or other homeless programs including the alignment between \_\_\_\_\_ funding priorities and "Housing First" principles adopted by Grantor;
13. Source of referrals received and outcome;
14. Listing of attendance at Resource Connect Solano Case Conferencing and By Name List meetings, list of referrals received, rejected, and accepted. Of referrals rejected, provide reason/s and if further referral was provided. Of referrals accepted, provide outcome/s.
15. Listing of attendance at meetings pertaining to Coordinated Entry, including trainings and policy and procedure meetings.
16. List of referrals received from Resource Connect Solano. Of referrals received, how many referrals were rejected, reason/s and if further referral was provided. How many referrals were accepted and provide outcome/s.
17. Description of the following services provided:
  - Supportive services for the term of this MOU.



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- Supplemental food provided.
- Voluntary case management services in keeping with the principles of Housing First.
- Representative payee services to those who are chronically homeless and need assistance paying their bills.
- Assist to situationally homeless with securing additional income, either earned or unearned, through employment referrals or benefits access or educational opportunities.
- Mental health services by a licensed clinician provided on-site for those whose health conditions challenge their ability to meet additional terms of their lease. Intensive case management services will be provided in these cases.
- Connections made to mainstream benefits for which they are eligible.
- Status of each client served attaining and maintaining housing once temporary assistance is terminated.

18. Other measures that may be identified by CAP Solano JPA or Grantor during the term of this MOU.

Monthly progress reports are due the 30<sup>th</sup> of the month following the month reporting for as long as the contract is in effect.

Requests for payments, monthly reporting, and other correspondence regarding this grant should be submitted electronically to: [CAPSolanoJPA@cityofvacaville.com](mailto:CAPSolanoJPA@cityofvacaville.com)

Submissions may also be made by mail or fax to: CAP Solano JPA c/o City of Vacaville, Treasurer, 40 Eldridge Avenue, Suite 2, Vacaville, CA 95688 –or- 707- 449-5683, Attn: Housing Specialist



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**Attachment C**

**Payment Schedule**

1. Supporting documentation must be submitted with expenditure/reimbursement requests to include proof of payment and proof of client income and/or other documentation as requested.
2. Expenditure reimbursement requests are due on the 30<sup>th</sup> of each month following the month of expenditure for as long as the contract is in effect. If the 30<sup>th</sup> falls on the weekend or holiday, the report is due the following business day.
3. The following requirements must be satisfied prior to disbursement:
  - a. There shall exist no condition, event, or act which would constitute a breach of the MOU between CAP Solano JPA and .
  - b. Supporting documentation must be submitted with expenditure/reimbursement requests to include proof of payment and proof of client income, eligibility factors and/or other documentation as requested.
4. Once approved, but not more frequently than one (1) time per quarter, funds will be disbursed no later than fifteen (15) business days. Checks may be mailed directly to the grantee or transferred by direct deposit.
5. In the event that CAP Solano JPA Fiscal Agent disapproves of a draw request, will be provided a written notice of such disapproval and the reasons for such disapproval.

Requests for payments, monthly reporting, and other correspondence regarding this grant should be submitted electronically to: [CAPSolanoJPA@cityofvacaville.com](mailto:CAPSolanoJPA@cityofvacaville.com).

Submissions may also be made by mail to: CAP Solano JPA c/o City of Vacaville, Fiscal Agent, 40 Eldridge Avenue, Suite 2, Vacaville, CA 95688 Or fax (707) 449-5683, Attn: Housing Specialist