

REQUEST FOR PROPOSALS No. 24-792

Emergency Homeless Shelter Operator (Tulare CARES Center)

Proposals must be received no later than:

Friday, January 12, 2024 at 4:00 PM

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NOTICE OF RFP

NOTICE IS HEREBY GIVEN that the City of Tulare ("City) is issuing this Request for Proposal ("RFP" 24-792) to seek the services a qualified professional Service Provider/Operator that has expertise in the area of shelter management or a related area.

Organizations are solely responsible for ensuring proposals are received by the City on or before the submittal deadline. Proposals must be received no later than *4:00pm on January 12, 2024* at the following address:

City of Tulare
Attention: Jason Glick, Community Services Director
830 South Blackstone Avenue
Tulare, CA 93274
or via e-mail to
jglick@tulare.ca.gov

An original copy of the transmittal letter must be signed by a representative authorized to the company. Proposals may be submitted by e-mail or in hard copy. The proposal is to be submitted with the name of the organization and RFP title clearly marked on the proposal.

Failure to comply with the requirements set forth in this RFP may result in disqualification. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered. Submitted proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. No handwritten notations or corrections will be allowed. The responding organization is solely responsible for all costs related to the preparation of the proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

Any questions with regard to submission, process, or proposal can be e-mailed to Jason Glick, Community Services Director, at iglick@tulare.ca.gov.

The Request for Proposal can be viewed and/or obtained from the City of Tulare website at www.tulare.ca.gov.

INTRODUCTION

Homelessness is a complex issue that impacts many individuals and communities throughout the Central Valley and beyond. Root causes of homelessness varies between individuals and may include, but are not limited to: those that are temporarily without a place to live due to unaffordable housing costs, trauma, loss of employment, underemployment, abandonment, or choice as well as those that are chronically homeless because of the barrier to sustaining housing with untreated mental illness and addiction and a criminal record. In many cases, homeless individuals lose life skills necessary to survive; therefore, simply giving them a home without support and services will not result in success for them or the community.

Those that find themselves in a state of homelessness face many challenges, including, but not limited to: unsanitary living conditions, exposure to severe weather, limited access to health care and food, safety issues including potential exposure to violence, etc. Likewise, communities must deal with the outward appearance and impacts of homelessness which may include, but are not limited to: panhandling, impeding access to public amenities, crime, safety concerns, public health concerns, accumulation of garbage, and visual blight.

The 2022 Kings Tulare Homeless Alliance Point in Time (PIT) count occurred on the evenings of January 23 and 24, 2022. Volunteers canvassed locations where people experiencing homelessness tend to congregate including encampments, libraries, food distributions sites, etc.

Overall, in Kings and Tulare Counties, there are 1,235 people experiencing homelessness, with 922 of those in Tulare County. The City of Tulare saw a minimal increase in our PIT counts: 203 in 2020 vs. 212 in 2022. Of the 212, 69 people are chronically homeless. 92% of those experiencing homelessness are without children; 8% have children. The highest reported barrier to housing involves mental illness and substance abuse. Of the 212 persons, 148 slept in an unsheltered location, 33 slept in an emergency shelter, and 31 in transitional housing. The greatest percentage of those experiencing homelessness are ages 35-44 (27%) and 45-54 (30%).

BACKGROUND

The City has been discussing the issues of homelessness and the effect on the community for several years. There have been a number of public meetings where discussions ensued regarding homelessness and its impacts.

On November 16, 2021, the City Council authorized the allocation of \$2,000,000 of American Rescue Plan Act funding to the construction of a low-barrier homeless shelter in the City of Tulare.

On July 19, 2022, the City Council approved a design contract with 4 Creeks, Inc. for the site development and construction of a homeless shelter (see attached Exhibit "A").

The shelter is to be located at the Hillman Center which is property owned by Tulare County within city limits. The City has negotiated a long-term ground lease agreement with Tulare County. It is anticipated construction will begin in the spring of 2024 with completion of the facility by fall of 2024. As part of the lease, the City has agreed to provide up to 25% of the shelter beds to homeless individuals from Tulare County. The manner in which that will occur shall be established by memorandum of understanding between the operator and Tulare County.

Tulare First Policy

It is critically important that 75% of beds in this facility be first provided and reserved for homeless individuals that have a tie to the City of Tulare which includes guests at the City's Temporary Encampment and participants in the City's Encampment Resolution Funding programs. For example, that may include homeless individuals that were born in the City, have family members residing in the City, graduated from school in the City, etc. Homeless individuals that have a tie to Tulare County will also be considered at the same time with 25% of the beds at the facility being reserved for them. Homeless individuals that do not have a tie or connection to either the City of Tulare or Tulare County will be required to go elsewhere. It is not the City's responsibility to care for homeless individuals from outside the community, and it is important that some additional capacity within the facility be reserved for future Tulare based individuals that may find themselves in a state of homelessness.

PREREQUISITES

Proposals will only be considered from organizations which meet the following prerequisites:

- Be a qualified private or public nonprofit organization currently providing homeless services and successfully managing facilities/properties that house and support people exiting from living on the street and places not meant for human habitation.
- Have a minimum of three consecutive years of successfully managing and operating programs and delivering relevant services for people experiencing homelessness of a similar type and scope as described in the Scope of Work.
- Have not filed for bankruptcy under any business name over the past five years.
- Have the current organizational experience and staff capacity to deliver diverse services for clients and operate a 24-hour (congregate or non-congregate) emergency shelter/navigation center.
- If applicable, the organization and/or its key personnel, shall hold an appropriate license for the organization's discipline and the services prior to signing any contract for operation of the City's emergency shelter.

SCOPE OF WORK

There are many shelters in various forms in operation throughout California and beyond. They are designed for different purposes in different places with widely differing

construction costs and per bed operating costs. The cost can be significantly impacted by the type of sleeping accommodations (e.g., individual rooms versus group setting), services offered, financing costs (e.g., land purchase or lease, equipment, etc.), utilities, staff salaries, etc.

The Tulare City Council and executive staff have determined the City's shelter needs to be the entry point into the bi-county network of services and facilities for people experiencing homelessness (Kings Tulare Continuum of Care).

Related infrastructure assets operates as follows:

- 1. 200-bed shelter facility that can scale to 400 beds, if necessary.
- 2. 24-hour 365-day basis under contract with a non-profit entity.
- 3. Accept all individuals and families experiencing homelessness who are willing to comply with City guidelines.
- 4. Provide a variety of services including three internal levels of residency as follows:
 - a. Entry
 - b. Participation
 - c. Recovery
- 5. Establish relationships with other entities to provide on-site and/or out-patient medical care, behavioral health, mental health, job-training, and other services.

A. Operations Plan

The City is looking to contract out the management of an emergency shelter to a qualified non-profit entity that possess a reliable and effective record with the delivery of services to people experiencing homelessness AND in the operation of an emergency shelter/navigation center or a related area. A qualified organization shall also demonstrate a recent and regular working relationship with other important organizations (e.g., governmental, non-profit, foundations, school-districts, businesses, faith-based organizations, etc.) that may lead to a contribution of funds and/or services. The operation of the shelter shall be managed and operated at different residency levels. The qualified organization must show experience and competency at managing facilities at all levels as follows:

i. <u>Entry Level Residency</u>

This is the low barrier starting point for acceptance into the shelter. Anyone that voluntarily agrees to follow basic rules (no fighting, no drug consumption or weapons at the shelter, limitation on personal items, etc.) will be admitted into the shelter along with their vehicle, pet, and personal items, if any. They will have access to and the benefit of all basic services including bathrooms, showers, electricity, security, meals, medical, clothing, and limited storage of personal items. They will be free to come and go as they please but will only be provided meals if present at established times.

ii. Participation Level Residency

Those that meet the basic rules and desire to receive additional benefits may do so by voluntarily participating in programs offered by the operator. Benefits may include but are not limited to increased personal space, increased privacy, classroom learning and activities, outdoor recreation activities, etc. These benefits would be offered in exchange for voluntary part-time assistance to the operator including property maintenance (cleaning, painting, custodial care, etc.), garden cultivation, resident ombudsman, etc.

iii. Recovery Residency

Those that meet the basic rules, have graduated from the participation level of residency, and desire to receive additional benefits under the recovery level of residency may do so by voluntarily participating in additional programs offered by the operator. Benefits may include but are not limited to private quarters, classroom training, increased storage of personal items, etc. The additional benefits would be offered in exchange for voluntary paid part-time job placement off premises with the City and participating businesses.

The operator would have the flexibility of placing a resident or residents into any level of residency based on their need, aptitude, and availability assuming voluntary agreement. Also, the City and participating businesses would have to work with the operator to determine what level of voluntary participation would be subject to minimum wage requirements, if any. It is the responsibility of the operator to prepare operations plan along with related policies and procedures for approval by the City.

B. Food Procurement Plan

The City of Tulare recognizes one of the major challenges in a shelter is to provide good nutrition at a reasonable cost; therefore, many shelters rely upon donations and food banks for assistance. The City is currently having to address new state regulations which requires 20% of the collected green waste and organics to be diverted away from the landfill and returned to consumption. The City will be working with our business partners (e.g., dairies, grocers, restaurants, etc.) to determine if any of their green waste and organics can be diverted to the shelter for preparation and consumption by homeless guests. Also, recent discussions have begun with charitable organizations that may be willing to deliver large shipments of supplemental dry goods, fresh fruits, vegetables, and dairy products at no cost to the City.

The facility will come equipped with a food pantry and serving area along with commercial grade equipment including an ice machine, refrigerators, food warmers, sinks, and dish washer. Proposals should include a meal plan with related costs and how the food will be procured and prepared. It is the responsibility of the operator to prepare a food procurement plan along with related policies and procedures for approval by the City.

C. Maintenance and Utilities Plan

The City will retain responsibility for capital maintenance (e.g., roof and fixed

equipment replacement, etc.), exterior landscaping, and fencing. The operator will be responsible for regular internal maintenance of all items (e.g., painting, pressure washing, filter and light bulb replacement, sweeping, mopping, garbage disposal, etc.). The City will be responsible for absorbing the cost of water and sewer. The City will also be responsible for all off-campus waste removal. The operator will be responsible for absorbing the cost of electricity. It is the responsibility of the operator to prepare a maintenance and utilities plan along with related policies and procedures for approval by the City.

D. Staffing Plan

The operator will be responsible for providing all staffing necessary to deliver services and operate the shelter in a safe manner which would likely include full-time paid, part-time paid, and volunteer staff. Also, the operator will receive some benefit from homeless individuals that voluntarily help through the participation and recovery levels of residency previously described. In addition, the City will provide a rotation of plain clothes officers to serve at the shelter to establish a relationship and trust with guests in order to maintain order and safety; any calls for service to the shelter would be handled by on-duty officers. The City will also establish a team that will assist in transporting people experiencing homelessness along with any animals and personal items to the shelter as well as food transport and waste and debris removal outside the shelter premises. It is the responsibility of the operator to prepare a staffing plan along with related policies and procedures for approval by the City.

E. Security and Safety Plan

The City is installing an 8' tall chain link fence with screening around the perimeter of the premises with select gated access points. The facility will come equipped with a video surveillance system which is recorded. The facility will also have metal detectors at the entrance and outdoor lighting throughout. In addition, the on-site plain clothes officers will assist with safety and security. It is the responsibility of the operator to prepare a security and safety plan along with related policies and procedures for approval by the City.

F. Personal Hygiene and Other Supplies Plan

The facility will come equipped with up to 400 beds, mattresses, sheets, pillows, and blankets. The facility will also come equipped with commercial laundry equipment, personal storage lockers, and dog kennels. The City will provide limited veterinary services (e.g., spay and neuter, mandatory vaccinations, wound care, etc.) at its expense. It is the responsibility of the operator to prepare a personal hygiene and supply plan along with related policies and procedures for approval by the City.

G. Funding Plan

The City will provide the operator with a turn-key facility funded by the City. The City will also provide \$1,500,000 in annual operating funds from Measure "Y" revenues to the operator to help cover the cost of operations. Tulare County is providing \$500,000 to help cover the initial cost of non-fixed assets (e.g., computers, desks, etc.) and personal items. It is the responsibility of the operator to prepare a funding

plan to identify what it believes will be the overall annual cost of operations and what is likely to be achieved in supplementing operational costs through donations, fund raising, sponsorships, grants, and federal or state earmarks.

CONTENT AND FORMAT OF PROPOSALS

At a minimum, the proposal should contain the information outlined herein. Additional information that the applicant deems relevant to the selection process may be included; however, concise and focused submittals are strongly encouraged. By submitting a proposal, and unless otherwise stated, it is understood that the organization has reviewed the relevant information, and that based on that review, the organization has developed an informed understanding of the projected scope of work and has satisfied itself with the applicable conditions and requirements expressed in those documents.

- Organization Background: Provide a brief overview of the organization assuming contract responsibilities and that of all proposed sub-consultants.
- <u>Project Team</u>: Provide an organizational chart that identifies the individuals and sub-consultants, if applicable, assigned to and responsible for the key elements of the work scope and their relationship to those elements. Indicate the number of hours each member has been budgeted and will be assigned to the project.
- <u>Individual Qualifications and Experience</u>: Provide job descriptions and resumes for each key staff member including the staff member's role in the delivery of services and/or management of the shelter. In the event of an unfilled position, please submit a job description.
- Statement of Understanding and Scope of Work: Proposals should provide a written statement of the organization's understanding of the project by highlighting the primary issues and outlining the approach toward addressing those issues. Any recommendations regarding improvements to the process, to meet the City's stated objectives more effectively, should be emphasized in the proposal, as a clear means of demonstrating an understanding of the project requirements. Proposals should provide preliminary information on how the operator will address each of the following plans mentioned herein:
 - Operations
 - Food Procurement
 - Maintenance and Utilities
 - Staffing
 - Security and Safety
 - Personal Hygiene and Other Supplies
 - Funding
- Board of Directors: Applicant must provide evidence of Board of Director's support for the organization applying for this RFP.

• <u>Submittal Packets</u>: Submittal packets must include an attachment that contains (1) a narrative that describes the organization, mission, history, objectives, services, readiness/capacity, and any other pertinent information that the organization deems important to fulfillment of the project objectives; (2) the organization's audited financial statements; and (3) the organizational chart, job descriptions, and resumes for staffing on the project.

PROPOSAL SUBMISSION AND TIMETABLE

The following identifies the schedule for the RFP and selection process:

RFP Issued December 8, 2023 Final Questions Deadline December 15, 2023

Proposals Due By January 12, 2024 at 4:00 p.m.

Review of Proposals
Interviews (if required)
Committee Recommendation
January 25, 2024
February 2, 2024
February 9, 2024

SELECTION CRITERIA AND PROCESS

The organizations that submit a complete proposal will be reviewed based upon the following criteria:

- Relevant Experience of Organization including project team qualifications/capacity (25 pts)
- Scope of Work and Statement of Understanding (20 pts)
- Level and Types of Services Provided (25 pts)
- Evidence of Recent and Regular Partner Relationships in support of homeless services and projects (10 pts)
- Reasonable Operating Budget (10 pts)
- Record of Participation with local Coordinated Entry System or other and Performance Measures from past/current programs (10 pts)

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to the agreement execution. Furthermore, the City reserves the right to request additional information about any and all proposals that, in the City's opinion, is necessary to ensure the organization's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the services as outlined herein.

The City will establish a committee to review, score, and rank the proposals followed by an interview with the short-listed firm(s).

SAMPLE CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES FOR HOMELESS SHELTER OPERATOR

Thi	is Agreem	ent for F	rofe	ession	al Service	s ("A	Agreer	nen	t") is ma	nde and ent	tered	into this	day
of		, 2023	by	and	between	the	City	of	Tulare	("City"),	and	[PROV	IDER]
("Provider	").												

RECITALS

- A. Provider represents to City that they are specially trained, experienced, licensed and competent to perform the services which will be required by this Agreement; and
- B. Provider represents to City that they possess the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
 - C. City desires to retain Provider to render the services as set forth in this Agreement, as Exhibit 1.
 - D. Provider agrees to operate the facility consistent with the Lease Agreement between County of Tulare and City of Tulare, attached as Exhibit 2.

NOW THEREFORE, in consideration of the mutual covenants set forth herein for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Retention of Provider</u>. Subject to the terms and conditions set forth herein, City retains Provider to perform the services identified in this Agreement, as an independent contractor and Provider hereby accepts this independent contractor appointment.
- 2. <u>Scope of Services</u>. The Provider shall perform professional services, in accordance with all the provisions of this Agreement. The Scope of Work is attached hereto as Exhibit 1. Provider shall correct any and all errors and/or omissions, which arise out of Provider's negligence or intentional misconduct, in the performance of the Services and any documents resulting therefrom even though City has accepted said Services or documents. Provider shall make such corrections within 10 days upon City's request and at no cost or expense to City.
- 3. <u>Time of Performance</u>. This agreement shall remain in effect until [DATE]. The term of this Agreement may be extended for a maximum of ____ additional one year periods if mutually agreed in writing by both parties. Agreement shall expire upon completion of all obligations

of the parties, unless earlier terminated by the parties. The indemnification and defense provisions shall survive expiration and termination. Suspension or termination of this Agreement may occur if Provider materially fails to comply with any term of the award. If the City or Provider chooses not to extend the term of the Agreement, written notice of non-extension shall be issued to the either party within 120 days of the end of term.

- 4. <u>Compensation</u>. Compensation to be paid to Provider shall be in accordance with the fee schedule, Exhibit 2. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
- 5. Method of Payment. Provider shall submit monthly billings to City describing the work performed during the preceding month. Provider's bills shall include a brief description of the Services performed and the date the Services were performed the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Provider no later than 60 days after the date of submittal of a complete invoice for completed tasks and approval of the invoice by City staff.
- 6. <u>Termination</u>. This Agreement may be terminated by the City immediately and without notice for cause or by City without cause upon ten (10) days' written notice of termination to Provider. Upon termination, Provider shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold compensation due Provider in order to reimburse City for any losses, damages or expenses caused by Provider's default under this Agreement.

7. <u>Insurance Requirements</u>.

- a. Provider, at Provider's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.
 - Workers' Compensation Insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 per accident.
 - Commercial General Liability Insurance, in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit, written on an occurrence form.
 - Comprehensive Auto Liability coverage, including (as applicable) owned, non-owned and hired autos in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
 - The City of Tulare City Manager is hereby authorized to adjust the requirements set forth above in the event he/she determines that such adjustment is in the City's best interest.

If Provider maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Provider.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

- 6. <u>Indemnification</u>. To the fullest extent allowable by law, Provider agrees to indemnify, defend and hold harmless the City and Tulare County, its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City and Tulare County or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Provider's or its owners, directors, officers, managers, employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Providers responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's or Tulare County's sole or active negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement. If Provider maintains additional coverage or higher limits than those required herein, then City and Tulare County shall be entitled to additional coverage or higher limits maintained by Provider.
- 7. <u>Independent Contractor Status</u>. It is understood and agreed that Provider, in the performance of the Services to be performed pursuant to this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of City. Provider shall obtain no retirement benefits or other benefits which accrue to City's employees and Provider hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between City and Provider.
 - a) <u>Professional Ability of Provider</u>. City has relied upon Provider's representations regarding its training and professional ability to perform the Services hereunder as a material inducement to enter into this Agreement. Provider shall therefore provide properly skilled personnel to perform all Services under this Agreement. The primary provider of the Services called for by this Agreement shall be Provider who shall not be replaced without the written consent of the City. All work performed by Provider under this Agreement shall be in accordance with the applicable professional standard of care and shall meet the local professional standard of quality ordinarily to be expected of competent persons in Provider's field of expertise working in Tulare County.
- B. <u>Compliance with Laws</u>. Provider shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations in effect at the time the Agreement is executed. In addition, if the request for proposal to provide professional services which are the subject of this Agreement cited any federal or state financial assistance involved in the project for which the Services are provided, the Provider shall perform all services in accordance with all applicable local, federal and state laws, rates and regulations in effect at the time the agreement is executed.
- E. <u>Licenses</u>. Provider represents and warrants to City that it has all licenses, permits, qualifications, and insurance which are legally required of Provider to lawfully and competently perform the Services. Provider represents and warrants to City that Provider shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and insurance which are legally required of Provider to lawfully and competently perform the Services. Provider shall maintain a City of Tulare business license.

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- D. <u>Attorneys' Fees</u>. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court for the County of Tulare, State of California for any proceeding arising hereunder.
- H. <u>Sole and Only Agreement</u>. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.
- <u>Invalidity</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- <u>Amendment</u>. No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.
- <u>Governing Law</u>. This Agreement shall be construed and governed pursuant to the laws of the State of California. Any action to enforce this Agreement is to be brought in Tulare County, California.
- <u>Waiver</u>. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- <u>Authority to Enter Agreement</u>. Provider has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
- Notice. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

CITY:	PROVIDER:
IN WITNESS WHEREOF, the part in the year first set forth above.	ties have executed this Agreement effective on the day and
	CITY OF TULARE, a Municipal Corporation
	By: Marc Mondell, City Manager
	PROVIDER
	By:[NAME], [POSITION]
	[NAME], [POSITION]
ATTEST:	
City Clerk	_

Exhibit "A"

