



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT June 9th, 2020

SUBJECT: COUNCIL DISCUSSION AND CONSIDERATION OF MEMORANDUM OF UNDERSTANDING ESTABLISHING A BI-COUNTY HOMELESS ENGAGEMENT AND RESOLUTION TEAM (HEART)

PREPARED BY: Damiean Sylvester, Police Chief

Recommendation

It is recommended the City Council approve a Memorandum of Understanding (MOU) between the parties of the Bi-Counties Homeless Services Program establishing the Bi-County Homeless Engagement and Resolution Team (HEART) and related Memorandum of Understanding for the Homeless Adult and Family Multi-Disciplinary Personnel Team and authorize the Mayor to sign on behalf of the City of Wheatland.

Background/Discussion

This is a new MOU between Sutter County, Yuba County, the cities of Marysville, Yuba City, Live Oak and Wheatland, and Sutter-Yuba Behavioral Health (SYBU) to establish a bi-county homeless engagement and resolution team for the purpose of providing coordinated and comprehensive mobile homeless intervention services to individuals who are experiencing homelessness. The MOU defines the duties and responsibilities of each member party with each party providing their own funding for the responsibilities identified in the MOU. The MOU has already been approved by the Yuba County and Sutter County Board of Supervisors and the City Councils of Marysville, Yuba City, and Live Oak.

Through this MOU, SYBH will provide one Full Time Equivalent (FTE) Intervention Counselor and one FTE Peer Mentor to provide outreach to the bi-county area homeless population. Initial annual salary and benefits cost for these positions is \$134,800. There is no cost to the City of Wheatland.

Council Alternatives: The Council could elect not to approve the MOU. Given the complexities of addressing area homelessness, this alternative is not recommended.

Fiscal Impact

There is no fiscal impact to the City. This MOU is an agreement to work collaboratively across agency boundaries and municipal borders to provide solutions to the complex issues related homelessness.

Attachments

1. HEART MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF YUBA, THE COUNTY OF SUTTER, THE CITY OF YUBA CITY, THE CITY OF MARYSVILLE, THE CITY OF LIVE OAK, AND THE CITY OF WHEATLAND

ESTABLISHING THE BI-COUNTY HOMELESS ENGAGEMENT AND RESOLUTION TEAM

This Memorandum of Understanding (“MOU”) is made on December 1, 2019, by and between the County of Yuba (hereafter “Yuba County”), the County of Sutter (hereafter “Sutter County”), the City of Yuba City (hereafter “Yuba City”), the city of Marysville (hereafter “Marysville”), the City of Live Oak (hereafter “Live Oak”), the City of Wheatland (hereafter “Wheatland”), and Sutter-Yuba Behavioral Health (hereafter “SYBH”), collectively the “Parties” and individually a “Party.” The purpose of this MOU is to collaborate on a Homeless Engagement And Resolution Team (“HEART”) to provide coordinated and comprehensive mobile homeless intervention services to individuals who are experiencing homelessness.

RECITALS

WHEREAS, in 2018, the above-mentioned Parties entered into a Memorandum of Understanding to establish a Bi-County Homeless Services Program. Parties agreed to work collaboratively across agency boundaries, municipal borders, and funding sources to provide solutions to the complex issues of homelessness.

WHEREAS, the Bi-County Homeless Services Program Memorandum of Understanding stated that specific work projects or activities that involve the transfer of funds, services, or property among the various Parties would require execution of separate agreements.

WHEREAS, the agencies of the respective jurisdictions have been engaging in outreach efforts to the homeless community to identify the needs and offer services within the geographic boundaries of the respective jurisdictions; and

WHEREAS, the Parties understand that one jurisdiction’s homeless enforcement actions can impact neighboring jurisdictions, and therefore, the Parties understand the importance for communities in a region to come together and work cooperatively on strategies and solutions.

WHEREAS, the Parties believe that the intervention of a partnership of behavioral health services, health and human services, code enforcement, and law enforcement personnel before the abatement of homeless encampments has and will continue to compassionately assist individuals experiencing homelessness.

WHEREAS, the Parties believe that law enforcement, code enforcement, behavioral health, and health and human services personnel have a duty and responsibility to collaboratively work together with the community as a whole to ensure that people receive the level of service they require.

WHEREAS, through the collaborative efforts of the Bi-County Homeless Services Program it has become clear that by working together across jurisdictional boundaries a more comprehensive approach to the issues arising from the conditions that lead to individuals becoming homeless; and

WHEREAS, through the collaborative efforts of the Bi-County Homeless Services Program, the multi-jurisdictional cooperation among the parties has demonstrated that such efforts increase the ability to overcome the barriers facing those in the homeless community seeking services and assistance.

NOW, THEREFORE, for and in consideration of the facts stated above, the mutual advantages to be derived, and the mutual covenants contained herein, it is agreed by and amount the Parties hereto as follows:

1) TERM

- a) This MOU shall be effective on December 1, 2019. The MOU shall remain in full force and effect between and among the parties until terminated in accordance with section 8 TERMINATION or withdrawal of a party in accordance with section 9.

2) PURPOSE of MOU

- a) This MOU memorializes the Parties' planned approach to operate the HEART in accordance with the Duties and Responsibilities of the individual departments and agencies of Sutter County, Yuba City, Marysville, Wheatland and Yuba County, as described in section 3.

3) DUTIES AND RESPONSIBILITIES

- a) The Bi-County Homeless Services (BCHS) Program shall:
 - i) Establish a committee to provide administrative oversight and guidance to HEART. Oversight and guidance shall include the following:
 - (1) Create a team that meaningfully engages homeless individuals in the region and assists them with accessing needed resources and supports prior to homeless encampment enforcement activities.
 - (2) Assist SYBH to determine which health and human services staff support will be needed to assist HEART.
 - (3) Determine what resources and supports clients will be linked to.
 - (4) Partner effectively with law enforcement and code enforcement.
 - (5) Maintain linkage to Coordinated Entry systems and other resources in both counties.

- ii) Assist HEART in developing and implementing policies and procedures for identifying and assisting those in need;
 - iii) The BCHS will not participate in the abatement planning process nor will BCHS have access to, or be provided with, protected personal information.
- b) Sutter Yuba Behavioral Health (SYBH) shall:
- i) Provide staffing support to provide outreach to the homeless population.
 - ii) Provide one FTE peer mentor to participate on HEART.
 - (1) The primary focus of the peer mentor will be relationship building, engagement strategies, and client advocacy with homeless individuals.
 - (2) A secondary focus will be to assist with linking homeless individuals to community resources, including assisting with enrolling in and utilizing Coordinated Entry services.
 - (3) Other peer mentor duties/roles may include but are not limited to: providing transportation, assisting clients with paperwork, completing basic office tasks, and data entry.
 - iii) Provide one FTE Intervention Counselor.
 - (1) The primary task of the Intervention Counselor will be to provide leadership role to the team, including guidance and oversight of staff, assisting in determining how to best assist clients to connect with needed services.
 - (2) A secondary focus will be to provide substance use and behavioral health prevention and early intervention services to homeless individuals who have not yet successfully engaged with behavioral health or substance use services. This may include: engagement strategies, motivational interviewing, substance use education, psychoeducation, linking clients to formal treatment services, and brief/time-limited case management to assist with obtaining long-term supports and services.
 - iv) Provide HEART with use of a county vehicle (truck and trailer) as needed for use in working with the homeless population. Vehicle driver must be Sutter County staff or working under a contract with Sutter County that includes driving permission.
- c) Code Enforcement: Sutter County Code Enforcement (SCE), Yuba County Code Enforcement (YCE), Yuba City Code Enforcement (YCCE), Live Oak Code Enforcement (LOCE), and Marysville Code Enforcement (MCE) shall:
- i) Coordinate abatement of homeless encampments from private and public property with HEART.
 - (1) Identify and notify HEART of specific homeless encampments and/or areas in which enforcement actions may take place.
 - (2) Coordinate timeframes in which HEART will provide outreach prior to abatement of code violations.

- (3) Notify HEART when code enforcement abatement processes have been initiated and completed.
 - ii) Act as the lead coordinator for identifying enforcement actions to be taken in their respective jurisdiction. YCE will also act as the lead coordinator for identifying enforcement actions to be taken in Wheatland.
 - iii) Designate a point of contact to assist HEART in coordinating enforcement actions.
 - iv) Adhere to their own agency policies and procedures when assisting HEART, regardless of the jurisdictional location of the enforcement action.
 - v) Notify HEART 48 hours prior to independent enforcement actions of an area with an estimated population of ten (10) or more people experiencing homelessness.
 - (1) Notification can be waived or shortened for exigent circumstances.
- d) Law Enforcement: Sutter County Sheriff Office (SCSO), Yuba County Sheriff Office (YCSO), Yuba City Police Department (YCPD), Marysville Police Department (MPD), and Wheatland Police Department (WPD) shall provide assistance as follows:
- i) SCSO and YCSO will each provide approximately 8-16 hours of officer assistance per month to HEART.
 - ii) MPD will provide approximately 10 hours of officer assistance per month to HEART.
 - iii) YCPD will provide approximately 10 hours of officer assistance per month to HEART.
 - iv) WPD will provide officer assistance for abatement enforcement that occurs within their jurisdiction.
 - v) Each law enforcement agency will designate a point of contact to assist HEART in coordinating enforcement action.
 - vi) If needed, all law enforcement agencies will use their best efforts to provide additional officer assistance for hazardous weather response efforts.
 - vii) Law enforcement officers and Deputies will be responsible for law enforcement, safety, and environmental protection while assisting during HEART outreach.
 - viii) Law enforcement officers and deputies will adhere to their own agency policies and procedures when assisting HEART, regardless of the jurisdictional location of the enforcement action.
 - ix) Law enforcement officers will recognize the civil rights and property rights in the homeless environment and will provide individuals experiencing homelessness information regarding laws related to removal of personal property and people from transient encampments.
 - x) In undertaking the duties and responsibilities described herein, the employee or agent of a party/local agency shall act as an agent/employee of their respective party/local agency and not as an employee or agent of any other party/local agency to this Agreement. Nothing herein is intended to create an employment or agency relationship by, between, or among the various agencies and those performing the duties or responsibilities for the HEART except to the extent such agency or employment relationship existed prior to the execution of this Agreement.

4) SHARING OF PROTECTED PERSONAL INFORMATION

- a) Each Party will adhere to the confidentiality, privacy, and security standards as set forth in their respective Homeless Management Information System (HMIS) agreement and Homeless Multidisciplinary Personnel Team agreements.
- b) Each Party agrees not to use or further disclose Protected Health Information other than as permitted or required by law.

5) FUNDING

- a) The Parties will provide their own funding for their Roles and Responsibilities as described in section 3. Each Party shall use reasonable efforts to obtain the funding necessary to fulfill their Roles and Responsibilities.
- b) Under no circumstances will the Parties be obligated to provide additional funding for HEART.
- c) The BCHS Program is authorized to apply for and receive grants which would allow for additional HEART funding. The BCHS Program will disperse any grant funds received to the various entities in a manner that best suits the needs of HEART.

6) INDEMNIFICATION

- a) Each Party shall defend, indemnify and hold harmless the other Parties and their members, governing bodies, officers, employees, departments, officials, representatives, inspectors, contractors, consultants and agents from and against all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and finds of regulatory agencies and attorney's fees and consultant's fees, arising out of, connected with or resulting from the Party's negligence, willful misconduct, or breach of this MOU. The Parties' indemnification obligation shall survive the termination of this MOU.
- b) Parties shall require community partner agencies or independent contractors to indemnify the Parties for the negligence, willful misconduct, or breach of duty by the community partner agencies or independent contractors for any work done on behalf of or in connection with HEART.

7) DAMAGES

- a) The Parties hereby agree that, in the event of default, any damages awarded or arising out of this MOU shall be exclusively limited to actual direct damages incurred and which have been demonstrated with substantial certainty. In no instance shall the Parties be

entitled to special, incidental, indirect, consequential or punitive damages, lost profits or attorney's fees. By acceptance and execution of this MOU, the Parties hereby agree that the only monetary damages contemplated by them as arising from this MOU are actual or direct damages.

8) TERMINATION

- a) This MOU may be terminated:
 - i) If all of the Parties agree to terminate the agreement in writing; or
 - ii) If:
 - (1) A Party fails to perform their Roles and Responsibilities as described in section 3, and
 - (2) A performing Party notifies the non-performing Party of its failure to perform in writing and provides a reasonable opportunity to cure (not to exceed 60 days), and
 - (3) The non-performing Party fails to cure within the designated cure period.

9) WITHDRAWAL

- a) Any member may withdrawal from this Agreement by giving sixty (60) days written notice of its election to do so. Notice shall be given to each of the other parties as provided in section 10.
- b) The withdrawal of some, but not all of the parties to this Agreement shall not be deemed a termination of the Agreement. This Agreement shall remain in full force and effect so long as Sutter County and Yuba County both remain as parties to the Agreement.

10) NOTICES

- a) Any notices required or permitted hereunder shall be in writing and may be personally delivered, or delivered via the U.S. Postal Services, first class postage prepaid, or by a reputable overnight delivery service (such as U.S. Express Mail, Priority Mail, Federal Express, UPS, or DHL), addressed as follows, or to such other place as each Party may designate by subsequent written notice to each other:

11) GENERAL PROVISIONS

- a) Further Assurances: The Parties shall cooperate with each other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations under this MOU.
- b) Modification: No provision of this Agreement shall be amended, modified, or waived other than by an instrument in writing signed by authorized representatives of the Parties.

- c) **Enforceability:** This MOU constitutes the legal, valid and binding obligation of each Party, enforceable against such Party, and its successors, including all officers, agents and employees.
- d) **Waivers:** A waiver of any breach of any provision of this MOU shall not constitute or operate as a waiver of any other breach of such provision or any other provisions, nor shall any failure to enforce any provision operate as a waiver of such provision or of any other provisions.
- e) **Governing Law:** This MOU shall be governed by, and construed in accordance with, the laws of the State of California.
- f) **Construction of Agreement:** This MOU, including all recitals, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, drafts regarding this MOU, whether written or oral. In the event of a dispute between the Parties as to the language of this MOU or any amendment to this MOU, this MOU or any amendment to this MOU shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or interferences concerning its terms or interpretation may be construed against, or in favor of, either Party based on the preparation or negotiation of this MOU or any amendment to this MOU.

—Signatures on Following Pages—

**MEMORANDUM OF UNDERSTANDING
(Homeless Engagement And Resolution Team)**

Party Approval

COUNTY OF YUBA

By: _____
_____, Chairman
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors of the
County of Yuba, State of California

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: _____
County Counsel

**MEMORANDUM OF UNDERSTANDING
(Homeless Engagement And Resolution Team)**

Party Approval

COUNTY OF SUTTER

By: _____
_____, Chairman
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors of the
County of Sutter, State of California

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: _____
County Counsel

**MEMORANDUM OF UNDERSTANDING
(Homeless Engagement And Resolution Team)**

Party Approval

CITY OF YUBA CITY

By: _____
_____, Mayor
City Council

ATTEST:

City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

**MEMORANDUM OF UNDERSTANDING
(Homeless Engagement And Resolution Team)**

Party Approval

CITY OF MARYSVILLE

By: _____
_____, Mayor
City Council

ATTEST:

City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

**MEMORANDUM OF UNDERSTANDING
(Homeless Engagement And Resolution Team)**

Party Approval

CITY OF LIVE OAK

By: _____
_____, Mayor
City Council

ATTEST:

City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

**MEMORANDUM OF UNDERSTANDING
(Homeless Engagement And Resolution Team)**

Party Approval

CITY OF WHEATLAND

By: _____
_____, Mayor
City Council

ATTEST:

City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

MEMORANDUM OF UNDERSTANDING
(Homeless Engagement And Resolution Team)

Party Approval

SUTTER-YUBA BEHAVIORAL HEALTH

By: _____

Nancy O'Hara

Director of Health and Human Services Director