



# CITY OF WHEATLAND

## CITY COUNCIL MEETING STAFF REPORT

January 23, 2018

**SUBJECT:** Adopt and Authorize the Mayor to sign the Attached Bi-County Homeless Services Program Memorandum of Understanding and Re-Affirm the Designation of One Council Member and an Alternate to Represent the City

**PREPARED BY:** Greg Greeson, City Manager  
Jennifer Buckman, City Attorney

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### Recommendation

The Council adopt and authorize the Mayor to sign the attached Bi-County Homeless Services Program Memorandum of Understanding (MOU) and re-affirm the designation of one Council Member and one alternate to represent the City at Bi-County Homeless Services meetings.

### Background

The Regional Leadership Committee on Homelessness has been meeting since Fall, 2016. Members of the Committee include elected officials from Yuba and Sutter County, Wheatland, Live Oak, Yuba City and Marysville, and staff from county agencies actively involved in social service and programming addressing solutions and issues surrounding homelessness.

An action plan was informally adopted by the group to map out a way forward for the Yuba-Sutter region to address homelessness and homeless camping, and the needs of chronic and situational homeless persons through the development and implementation of a coordinated response.

An independent joint powers authority to devise, propose, conduct, evaluate, and administer public social service programs serving homeless individuals and families within the jurisdictions was recommended. This JPA was previously adopted by 5 of the 6 jurisdictions. Since one jurisdiction opted not to adopt, the entire legal document was voided.

As a result, the consensus from each jurisdiction was to create a new and simplified structure, the **Bi-County Homeless Services Program Memorandum of Understanding**. The agreement before you has been reviewed by Sutter County Counsel staff with input from jurisdictional staff and attorneys.

Each jurisdiction would designate an elected governing body member to serve as a representative on the Bi-County Homeless Services Program with one additional member to

serve as an alternate. These appointments can be reaffirmed tonight (Council Member Coe and Alternate Council Member Pendergraph) or a new representative and alternate appointed.

Participating jurisdictions:

- City of Live Oak
- City of Marysville
- City of Wheatland
- City of Yuba City
- County of Sutter
- County of Yuba
- Sutter-Yuba Behavioral Health

### **Fiscal Impact**

There is no financial contribution for participation This MOU is an agreement to work collaboratively across agency boundaries, municipal borders and funding sources to provide solutions to the complex issues related homelessness

### **Attachments**

1. Bi-County Homeless Services Program 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**

This Memorandum of Understanding (hereafter "MOU") is effective as of the date of execution set forth below 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"), and the city of Wheatland (hereafter "Wheatland"), and Sutter-Yuba Behavioral Health (hereafter "SYBH"), hereafter collectively referred to as "the Parties" and individually a "Party." The Parties to this MOU agree to work together to devise, propose, conduct, evaluate, and administer public social service programs serving homeless individuals and families.

**RECITALS**

**WHEREAS,**

- a) Sutter County is a public entity duly organized and existing under the Constitution and other laws of the State of California and is overseen by the Sutter County Board of Supervisors; and
- b) Yuba County is a public entity duly organized and existing under the Constitution and other laws of the State of California and is overseen by the Yuba County Board of Supervisors; and
- c) Yuba City is a public entity duly organized and existing under the Constitution and other laws of the State of California and is overseen by the Yuba City City Council; and
- d) Marysville is a public entity duly organized and existing under the Constitution and other laws of the State of California and is overseen by the Marysville City Council; and
- e) Live Oak is a public entity duly organized and existing under the Constitution and other laws of the State of California and overseen by the Live Oak City Council; and
- f) Wheatland is a public entity duly organized and existing under the Constitution and other laws of the State of California and is overseen by the Wheatland City Council; and
- g) SYBH is a Bi-County Department operated under a Joint Powers Agreement between Yuba and Sutter Counties and overseen by Sutter County; and
- h) The Parties have a common goal of improving the quality of life of their constituents by reducing the number of individuals and families experiencing homelessness in their respective jurisdictions; and
- i) Separately devising, proposing, conducting, evaluating and administering public social service programs serving homeless individuals and families in each jurisdiction may result in duplication of effort, inefficiencies in administration and excessive costs, all of which, in the judgment of the Parties, can be eliminated or substantially reduced, all to the substantial advantage and benefit of the citizens and taxpayers of all of the Parties, if such services were to be performed by and through a single public program and the creation of such a single public program is the purpose of this MOU; and

**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 among the Parties hereto as follows:

**1. TERM**

This MOU shall be effective on January 1, 2018. The MOU shall remain in full force and effect between any signed party until terminated in accordance with Provision 6 TERMINATION.

**2. DESIGNATED REPRESENTATIVES**

The Yuba County Administrator, or their designee, is the authorized representative for Yuba County and will administer this Agreement for Yuba County. The Sutter County Administrator, or their designee, is the authorized representative for Sutter County and will administer this Agreement for Sutter County. The Yuba City City Manager, or their designee, is the authorized representative for Yuba City and will administer this agreement for Yuba City. The Marysville City Manager, or their designee, is the authorized representative for Marysville and will administer this agreement for Marysville. The Live Oak City Manager, is the authorized representative for Live Oak and will administer this agreement for Live Oak. The Wheatland City Manager, is the authorized representative for Wheatland and will administer this agreement for Wheatland. The Sutter County Director of Health and Human Services, or their designee, is the authorized representative for SYBH.

**3. DUTIES AND RESPONSIBILITIES**

Pursuant to this MOU, the Parties create the Bi-County Homeless Services (hereafter known as “BCHS”) Program.

- 3.1. The Parties agree to work collaboratively across agency boundaries, municipal borders, and funding sources to provide solutions to the complex issues of homelessness;
- 3.2. The Parties give authority to SYBH to apply for accept grants, loans, or contributions from any public or private agency or individual, or the United States, the State of California or any department, instrumentality or agency thereof, for the purpose of financing activities of the BCHS Program;
- 3.3. Oversight of the funds procured by SYBH for the BCHS Program will be administered through the signed parties. Each municipal Party participating in the BCHS Program is allowed, but not required, to provide a representative to the BCHS Program committee after entering into this MOU. The committee will be chaired on an alternating basis by an appointee of Yuba County and Sutter County.
- 3.4. SYBH will set measurable goals, performance objectives, and standards that must be met and achieved by groups contracting with the BCHS Program for homeless services;
- 3.5. Any issues affecting policy, recommendation, and/or subsequent change that alter the purpose of the BCHS program will be implemented only after consensus is reached by the BCHS committee.

**4. NON-FUND OBLIGATING DOCUMENT**

Nothing in this MOU shall obligate the parties to obligate or transfer funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various parties will require execution of separate agreements and be contingent upon availability of appropriate funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

## **5. GENERAL PROVISIONS**

- 5.1. This MOU constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the parties. This MOU may be amended only by the written, mutual consent of all parties.
- 5.2. Each party shall assume the responsibility and liability for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating party shall be considered the agent of the other participating parties. Each participating party shall be liable (if at all) only for the torts of its own personnel that occur within the scope of their official duties.
  - 5.2.1. The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate willful, or criminal acts of any party, or any of its agents, officers, or employees in its, or their performance hereunder.
  - 5.2.2. It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.
  - 5.2.3. The parties shall establish procedures to notify the other agencies where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by other with respect to the matters covered in this MOU. Nothing set forth in this memorandum of understanding shall establish a standard of care for, or create any legal rights in, any person not a party to this MOU.
- 5.3. Waiver of breach or default under this MOU shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this MOU.
- 5.4. This MOU shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- 5.5. This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this MOU.

## **6. TERMINATION**

Notwithstanding any other provision of this MOU, this MOU may be terminated by any of the parties without cause upon thirty (30) days written notice to the other parties.

**7. NOTICES**

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by mail

-Signatures on Following Pages-

**MEMORANDUM OF UNDERSTANDING**  
**(Bi-County Homeless Services)**

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**  
**(Bi-County Homeless Services)**

Party Approval

**COUNTY OF SUTTER**

By: \_\_\_\_\_  
Jim Whiteaker, 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**  
**(Bi-County Homeless Services)**

Party Approval

**CITY OF YUBA CITY**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
City Council

ATTEST:

City Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**MEMORANDUM OF UNDERSTANDING  
(Bi-County Homeless Services)**

Party Approval

**CITY OF MARYSVILLE**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
City Council

ATTEST:

City Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**MEMORANDUM OF UNDERSTANDING**  
**(Bi-County Homeless Services)**

Party Approval

**CITY OF LIVE OAK**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
City Council

ATTEST:

City Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**MEMORANDUM OF UNDERSTANDING  
(Bi-County Homeless Services)**

Party Approval

**CITY OF WHEATLAND**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
City Council

ATTEST:

City Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney