



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

August 22, 2017

SUBJECT: Authorize the Mayor to Sign the Joint Exercise of Powers Agreement for a Bi-County Homeless Services Authority and Designate the City's Representative and Alternate

PREPARED BY: Greg Greeson, City Manager

Recommendation

1. Authorize the Mayor to sign the Joint Exercise of Powers Agreement for a Bi-County Homeless Services Authority and
2. Designate one Council Member as the City's representative and one as the alternate designating two members of the Council to serve as the City designated Directors.

Background/Discussion

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 (attached) 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.

The Regional Leadership committee recommends formation of an independent joint powers authority to devise, propose, conduct, evaluate, and administer public social service programs serving homeless individuals and families within the jurisdictions. The Joint Powers Act (Section 6500, et.seq. of the California Government Code) authorizes the formation of a multi-jurisdictional independent public agency. The Regional Leadership Committee identified enhanced coordination among government and nonprofit organizations as a strategic priority, and to be accomplished through the formation of a Joint Powers Authority: The Bi-County Homeless Services Authority.

The agreement before you tonight has been reviewed and approved by the city managers, CAOs, and all members of the Regional Leadership committee. Participating jurisdictions are:

- City of Live Oak

- City of Marysville
- City of Wheatland
- City of Yuba City
- County of Sutter
- County of Yuba

The City Attorney has reviewed the draft agreement establishing the JPA and provided the following comments:

"The City has been asked to form a joint powers agency with the Counties of Yuba and Sutter and the Cities of Yuba City, Marysville, and Live Oak to address regional issues related to homelessness. Staff understands the City to be generally supportive of these issues and desirous of working with the other agencies cooperatively."

"The draft agreement establishing this JPA has inadvertently omitted some components that are mandated by the statutes governing JPAs, and the City Attorney also recommends that the JPA explicitly call out that the City is reserving all of its land use powers. At this point, though, the agreement has already been considered and approved by some of the other participating jurisdictions, and the JPA law requires that each member of the new agency adopt the same version of the agreement."

"Staff has spoken with the consultant about the issue and he is amenable to working with us to propose a set of revisions to the JPA as soon as all the participating entities have adopted it."

"Thus, the City Council has 3 options to consider:

- 1. join the existing JPA now and ask the other entities to agree to revise it,***
- 2. defer action on the JPA until the other entities have accepted the revisions,***
or
- 3. decline to participate in the JPA at this time."***

To promote the group effort, Staff recommends Option 1.

Last year, the Council designated Councilmember Coe to serve as our representative on the Regional Leadership Committee. This appointment can be reaffirmed tonight or a new representative could be appointed. An alternate representative will also need to be designated.

FisacI Impact

There is no financial contribution for participation. The JPA may support access to new funding for the two county region.

Attachments

1. Draft Bi-County Homeless Services Authority JPA
2. Action Plan Summary for Homelessness – Yuba and Sutter Counties

BI-COUNTY HOMELESS SERVICES AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated August xx, 2017, by and between the COUNTY OF YUBA, COUNTY OF SUTTER, the CITY OF YUBA CITY, the CITY OF MARYSVILLE, the CITY OF LIVE OAK, and the CITY OF WHEATLAND, hereinafter referred to as "Constituent Entities."

RECITALS

WHEREAS, the Constituent Entities would benefit from the availability of an independent agency to devise, propose, conduct, evaluate, and administer public social service programs serving the homeless individuals and families within the jurisdictions; and

WHEREAS, the parties to this Agreement desire to create an independent public agency pursuant to the Joint Powers Act (Section 6500, et seq., of the California Government Code), for the purposes of devising, proposing, conducting, evaluating and administering public social service programs serving homeless individuals and families, which may from time to time be approved by the Constituent Entities for joint administration.

AGREEMENTS

1. Joint Powers Agency

There is hereby created the YUBA-SUTTER HOMELESS SERVICES COMMISSION (hereinafter referred to as "Agency" or "Joint Powers"). The Agency is created pursuant to the powers vested in the Constituent Entities under Section 6500, et seq., of the California Government Code.

2. Purpose of Joint Powers Agency

The Joint Powers Agency is formed for the purposes of devising, proposing, conducting, evaluating and administering such public social service programs, capital, and revitalization programs serving homeless individuals and families within the jurisdictions of the Constituent Entities as are approved from time to time by the Constituent Entities for joint administration by Agency. As used in this Agreement, "public social service programs" means those activities and functions of the Constituent Entities involved in providing aid or services or both to those persons within the jurisdiction of the Constituent Entities, who, because of their economic circumstances or social condition, are in need thereof and may benefit thereby.

3. Authority of Joint Powers Agency

Except as otherwise provided in this Joint Powers Agreement, the Agency is hereby authorized, in its own name, to do all acts necessary to the exercise of authority for accomplishing the purposes set forth in Paragraph 2 above, including, but not limited to, any and all of the following acts:

- (a) Set policy and provide oversight and coordination of homeless services to the residents of the Constituent Entities;
- (b) Enter into contracts for staff and employee services;
- (c) Apply for, accept, receive and expend funds including grants, loans and other aid from any agency of the federal government, state of California or any of the constituent entities, or private funding sources;
- (d) Employ personnel, subject to the limitations set forth elsewhere in this Agreement;
- (e) Organize and train personnel;
- (f) Acquire such materials and equipment as are necessary to carry out the contracts which are executed;
- (g) Sue or be sued in its own name, except that no authority is granted to sue the Constituent Entities;
- (h) Evaluate performance of personnel;
- (i) Establish an annual budget and amendments thereto pursuant to the delegation agreement noted above;
- (j) Establish suitable reserves for the appropriate operation of the Agency pursuant to the delegation agreement noted above;
- (k) Acquire, lease, rent, manage, maintain, hold or dispose of equipment, materials, supplies and property;
- (l) Set measurable goals, performance objectives, and standards that must be met and achieved by groups contracting with the JPA for homeless services;
- (m) Perform any other act or acts that may be required to accomplish the purposes of this Agreement and the contracts executed pursuant thereto.

4. Governing Board

The agency shall be administered by a governing board consisting of one representative member of each of the elected governing bodies of the Constituent Entities. The provisions of the respective City and County Codes relating to the appointment, qualification, term of service and termination of city council or board of supervisor members, shall apply equally to their services as members of the governing board of the Agency.

5. Meetings of the Governing Board

- (a) Regular Meetings The Agency's regular meetings shall be held in the Yuba County Government Center or such other places as may be determined by the Agency on dates and at times directed by the Agency.

(b) Special Meeting Special meetings of the governing board may be called in accordance with the provisions of Section 54956 of the California Government Code.

(c) Legal Notice All meetings of the governing board shall be held subject to the provisions of Section 54950 et seq. of the California Government Code dictating notice of meetings of public bodies.

(d) Minutes The minutes of all meetings of the governing board shall be kept by the Clerk of the Agency and shall as soon as possible after each meeting, but in no case more than seven (7) days after such meeting, be forwarded to each member of the governing board and the Clerks of the Board of Supervisors of Yuba and Sutter Counties, and the City Clerks of Marysville, Yuba City, Live Oak, and Wheatland.

(e) Quorum A majority of the six (6) members of the governing board shall constitute a quorum for the transaction of business.

(f) Voting Each of the Constituent Entities will have one vote on action items. *

**A weighted voting structure may be considered for adoption in the future.
See Attachments A & B for weighted voting examples.*

6. Officers

The officers of the governing board shall be a chairperson and vice chairperson elected from among the members of the board for one (1) year terms. The chairperson shall perform the duties normal to said office, may sign contracts on behalf of the Agency, and shall perform such other duties as agreed to by the governing board. In the absence of the chairperson, the vice-chairperson shall perform the duties of the chairperson.

The governing board shall appoint a secretary to the Agency who shall serve at the pleasure of the board. The secretary shall be responsible for keeping the minutes of all meetings of the board and other official records of the Agency.

The governing board shall appoint the ~~treasurer~~ finance director of either Yuba City, Marysville, Live Oak, or Wheatland or the treasurer of either the County of Yuba or the County of Sutter to be the Agency treasurer of the Agency. The treasurer shall have custody of all accounts, funds, and monies of the Agency from whatever source and shall assure strict accountability of all funds and reporting of all receipts and disbursements from the Agency. The Treasurer shall make arrangements with a certified public accountant for the annual independent audit of accounts and records of the Agency.

7. Term

This Agreement shall remain in effect until terminated by action of any one of the parties hereto but in no case shall action to terminate this Agreement be effective until

the next succeeding January 1, preceded by not less than one hundred eighty (180) days notice of termination served upon the Agency and the other parties to this Agreement.

- a. Subject to the limitations contained in this Agreement, withdrawal from the Agency shall constitute a waiver of any right that party may have to any of the Assets or Cash Reserves of the Agency. Any party that has withdrawn from the Commission shall likewise waive its right to the distribution of any of the Assets or Cash Reserves of the Agency occasioned by the subsequent dissolution of the Agency.
- b. Each Party agrees that the withdrawal of a Party pursuant to the provisions in this Agreement shall not result in the termination of this Agreement or otherwise affect the ability of the Agency or the remaining Parties to carry out and fulfill the purposes of this Agreement, provided that two (2) or more Parties continue to participate. If, however, the withdrawal results in only one (1) Party continuing to participate, this Agreement shall be deemed to be terminated by mutual agreement.
- c. The Agreement may be rescinded and the Agency terminated by a unanimous vote of the entire voting membership of the Board of Directors.
- d. Following dissolution, the Agency shall remain in existence for the sole purpose of winding up the Agency's affairs which shall include, but shall not be limited to, the distribution of the Assets and Cash Reserves and the closing out of business and account.

8. Contract Monitoring

The Agency shall have the duty and responsibility to monitor, evaluate and take corrective action relating to the performance of any and all contracts executed pursuant to this Agreement.

9. Staff

The Agency will begin operation with consultant services to staff meetings, maintain Agency records, and other duties as needed.

10. Separate Entity

The Agency shall be a public entity separate and apart from the parties. Unless, and to the extent otherwise agreed herein or by separate agreement, the debts, liabilities, and obligations of the Agency are not the debts, liabilities, and obligations of the parties.

11. Legal Counsel

The Agency shall have a Legal Counsel who shall remain independent of the County Counsels and City Attorneys.

12. Reports

Commencing January 2, 2018 and not less than annually thereafter during the term of this Agreement, the Agency shall make reports to the parties hereto and any and all other individuals or agencies that may be appropriate. Additional reports may be made from time to time as circumstances may require. Said reports shall contain but not be limited to proposed plans and status of existing plans, programs, contracts, and such other subjects as the parties may determine.

13. Funds: Accountability

The treasurer shall make such reports as the Agency may direct.
The fiscal year of the Agency shall be from July 1 through June 30.

14. Cost Allocation

Administrative costs, costs for retention of staff and any other administrative or equipment costs relating to implementation and carrying out the purposes of the Constituent Entities and such public social service programs as shall be jointly approved by City and County shall be placed under the control of Agency. Financial contributions by Constituent Entities of this JPA are not a requirement of participation.

15. Audit

The Agency shall contract with a certified public accountant to make an annual audit of the accounts and records of the Agency. The minimum requirements of the audit shall be those prescribed by the Controller of the State of California for special districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards. When such an audit of the accounts and records is made by a certified public accountant, a report thereof shall be filed as a public record with each of the Constituent Entities. Such report shall be filed within six (6) months of the end of the accounting period.

16. Breach

If a default shall be made by any party hereto as to any covenant contained in this Agreement, such default shall not excuse said party from fulfilling its obligations under this Agreement.

17. Disposition of Assets; Surplus Money

Upon termination of this Agreement, all costs, expenses and charges legally incurred by the Agency shall be paid and discharged. The Agency shall distribute to the United States Government, the State or appropriate local agencies such property and funds as are lawfully required. The balance of such property and any surplus money on hand shall be distributed or returned to the parties hereto equally except to the extent otherwise agreed upon by the parties.

18. Severability

Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

19. Successors; Assignment

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties hereto.

20. Indemnification

The Agency shall indemnify, defend and hold harmless each of the Parties, and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and /or liability arising from the Agency's acts, errors or omissions and for any costs or expenses incurred by the Parties on account of any claim therefore, except where such indemnification is prohibited by law.

IN WITNESS WHEREOF, the parties hereto have adopted this Agreement as of the date first above written.

Approved as to Form:

County Counsel

Attest:

Clerk of the Board of Supervisors

COUNTY OF YUBA

Chairperson, Board of Supervisors

Mayor, City of Marysville

Mayor, City of Wheatland

COUNTY OF SUTTER

Chairperson, Board of Supervisors

Mayor, City of Yuba City

Mayor, City of Live Oak

ACTION PLAN SUMMARY FOR HOMELESSNESS YUBA AND SUTTER COUNTIES

This plan is being developed to establish a way forward for the Yuba-Sutter region to address homeless camping. Its purpose is to address the needs of both chronic and situational homeless persons through the development and implementation of a coordinated response from the counties and cities in the Yuba-Sutter region.

REGIONAL LEADERSHIP PARTNERS

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

STRATEGIC PRIORITIES

- **Enhance** coordination among non-profit organizations and government
- **Provide** seamless services through effective partnerships
- **Increase** the availability of stable and sustainable housing
- **Ensure** the availability of basic needs services
- **Inventory and evaluate** enforcement strategies utilized by jurisdictions
- **Preserve** public areas for their intended use by residents and the public at large

Priority A. Enhance coordination among non-profit organizations and government

- ☐ **Goal 1:** Formation of a regional leadership committee
- ☐ **Goal 2:** Identify services currently available in all jurisdictions
- ☐ **Goal 3:** Identify services to be provided
- ☐ **Goal 4:** Identify best practices
- ☐ **Goal 5:** Secure initial service location

Priority B. Provide seamless basic needs services through effective partnerships

- ☐ **Goal 6:** Partner agencies and nonprofit develop MOU's defining services

- ☐ **Goal 7:** Partner agencies and nonprofit sign MOU's defining services to be provide

Priority C: Increase the availability of stable and sustainable housing

- ☐ **Goal 8:** Inventory of housing resources created by governance team

Priority D: Ensure the availability of basic needs services

- ☐ **Goal 9:** Establish list of financial and in-kind resources
- ☐ **Goal 10:** Secure commitment of financial and in-kind resources from government and nonprofit partners
- ☐ **Goal 11:** Location/site services
- ☐

Priority E: Inventory and assess enforcement strategies

- ☐ **Goal 12** Review recent enforcement efforts of other jurisdictions

Priority F: Inventory and assess overall best practices to effectively address nuisance behaviors

- ☐ **Goal 13** Review recent efforts by area jurisdictions to address any nuisance behaviors of people experiencing homelessness that have a negative impact on the general public.

PLACEHOLDER GOAL FOR THE PROGRAM:

Once goals 1 – 13 have been implemented, the collection of data regarding people served, and how they are being served will be conducted. Program accomplishments will be shared with the community.

Outcome Measurements & Community Education

- Data collection – numbers served, etc.
- Dissemination of data – community engagement plan

