

CITY OF YUBA CITY
STAFF REPORT

Date: May 19, 2020

To: Honorable Mayor & Members of the City Council

From: Police Department

Presentation By: Brent Slade, Patrol Sergeant

Summary

Subject: Memorandum of Understanding establishing the Bi-County Homeless Engagement and Resolution Team (HEART)

Recommendation: Adopt a Resolution authorizing the Mayor to sign a Memorandum of Understanding between the Counties of Sutter and Yuba, and the cities of Live Oak, Yuba City, Marysville and Wheatland establishing the Bi-County Homeless Engagement and Resolution Team

Fiscal Impact: None. The City of Yuba City Police Department would participate 10 hours per month as needed to assist HEART (10 hours that YCPD Homeless Liaison Officer would already be providing)

Purpose:

Reduce the homeless population in the Yuba/Sutter area through outreach and education.

Background:

In 2018, Yuba and Sutter counties and the cities of Live Oak, Yuba City, Wheatland and Marysville all entered a Memorandum of Understanding (MOU) to work collaboratively across agency boundaries, municipal borders, and with shared funding sources to provide solutions to the complex issues of homelessness.

Currently and as part of these established efforts, the Yuba City Police Department has a dedicated Homeless Liaison Officer. His efforts are spent educating the homeless on resources available to them and sharing that information with the Sutter County Homeless Liaison Officer.

In order to facilitate uniformity of services with Yuba County and/or Yuba County cities, as well as Sutter County, staff recommends setting a framework for communication to bring greater consistency and information sharing to better serve those experiencing homelessness.

The Bi-County Homeless Services Program MOU states 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.

While helpful, the information gathered is not shared with Yuba County and/or Yuba County cities. Clearly, there is a disconnect and lack of uniformity in Bi-County programs for serving a mobile homeless population. The Bi-County Homeless Engagement and Resolution Team (HEART) will bring greater consistency and information sharing to better serve those experiencing homelessness.

Analysis:

The purpose of the MOU is to provide the framework for each member agency to be able to work together and coordinate efforts to minimize homelessness in our community. The MOU describes how agencies will share confidential information with the members of the Homeless Adult and Family Multi-Disciplinary Personnel Teams (HAF-MDPT), or their designees, as authorized by and within the parameters set forth in Welfare and Institution Code (WIC) section 18999.8; create a platform that allows for integration of services provided by the agencies and for the exchange of information between agencies and the members of the HAF-MDPT, and their designees; and serve as the protocol for HAF-MDPT for the County pursuant to WIC section 18999.8(e).

The goal of this MOU is to reduce duplication of efforts and services by the agencies; expedite the identification, assessment, and linkage of homeless individuals and families to housing and supportive services within the County; allow the agencies to share certain confidential information for the purpose of coordinating housing and supportive services to ensure continuity of care; improve the quality of care and outcomes for homeless individuals and families; maximize access to and usage of appropriate federal and State services and benefits; increase efficiency of processes and services; and reduce recidivism and more effectively serve frequent service users.

Fiscal Impact:

There is no fiscal impact. The City of Yuba City Police Department would participate 10 hours per month as needed to assist HEART (10 hours that YCPD Homeless Liaison Officer would already be providing).

Alternatives:

Do not accept the MOU and / or direct staff to research alternatives.

Recommendation

Adopt a resolution authorizing the City Manager to sign a Memorandum of Understanding between the Counties of Sutter and Yuba, and the cities of Live Oak, Yuba City, Marysville and Wheatland establishing the Bi-County Homeless Engagement and Resolution Team (HEART).

Attachment:

- A. Resolution, Bi-County Homeless Engagement and Resolution Team (HEART) MOU

Prepared By:

/s/ Brent Slade

Brent Slade
Patrol Sergeant

Submitted By:

/s/ Diana Langley

Diana Langley
Interim City Manager

Reviewed By:

Department Head
Finance
City Attorney

RL
SM
SLC by email

ATTACHMENT A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING THE MOU BETWEEN THE COUNTY OF YUBA, COUNTY OF SUTTER, CITY OF
MARYSVILLE, CITY OF LIVE OAK, AND THE CITY OF WHEATLAND ESTABLISHING THE
BI-COUNTY HOMELESS ENGAGEMENT AND RESOLUTION TEAM (HEART)**

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; and

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; and

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; and

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.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City authorizes the City Manager to sign a Memorandum of Understanding between the Counties of Sutter and Yuba, and the cities of Live Oak, Marysville and Wheatland establishing the Bi-County Homeless Engagement and Resolution Team (HEART).

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of May, 2020 by the following vote:

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Patricia Buckland, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment:

Homeless Engagement and Resolution Team (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 among 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), Wheatland Code Enforcement (WCE), 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.
 - 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 withdraw 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: _____
Ron Sullenger, Chairman
Board of Supervisors

By: _____
Brandon Barnes, Sheriff

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: _____
Shon Harris, Mayor
City Council

ATTEST:

By: _____
Patricia Buckland
City Clerk

APPROVED AS TO FORM:

By: _____
Shannon Chaffin
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