File ID: 2022-02103 12/6/2022 **Discussion Item 24.**

City-County Legally Binding Partnership Agreement to Address Homelessness Crisis

File ID: 2022-02103

Location: Citywide

Recommendation: Pass a **Motion** authorizing the City Manager or the City Manager's designee to execute an agreement with the County of Sacramento memorializing the respective roles and commitments of the City and County to address the homelessness crisis.

Contact: Howard Chan, City Manager, (916) 808-7488, hchan@cityofsacramento.org, Office of the City Manager; Susana Alcala Wood, City Attorney, (916) 808-5346, sawood@cityofsacramento.org, City Attorney's Office

Presenter: Mario Lara, Assistant City Manager, (916) 808-8526, mlara@cityofsacramento.org, Office of the City Manager

Attachments:
1-Description/Analysis
2-ESEA Partnership Agreement between the City of Sacramento and the County of Sacramento

Description/Analysis
Issue Detail: The crisis of unsheltered homelessness is one that impacts our entire community, both those experiencing homelessness and the broader community of housed residents, businesses, and neighborhoods. Over the past several years, the City and County have made significant investments to increase availability of shelter, services and permanent housing for people and families experiencing homelessness. Despite these efforts, homelessness and its impacts continue to rise. According to the 2022 Point in Time Homeless Count released by the Sacramento County Continuum of Care (CoC), there were 9,278 individuals experiencing homelessness in the County of Sacramento, an increase of 67% since 2019.

The City and County have a mutual desire to improve the coordination and combining of efforts to meet the needs of the unhoused and to move individuals out of homelessness.

Staff recommends approval of the attached agreement that is intended to formalize the City's and County's coordination to address homelessness within the City. The key provisions of the agreement are as follows:

- 5-year term with annual updates
- Outlines roles and responsibilities of each agency
- Addresses key provisions of the Emergency Shelter and Enforcement Act of 2022
- Demonstrates shared commitment to the Sacramento Local Homeless Action Plan and Coordinated Access System
- Sets forth provisions for accountability and measuring progress with reports in open session to both City Council and Board of Supervisors every 6 months

Policy Considerations: The recommendation in this report furthers local coordination in response to homelessness, enhances existing sheltering and navigation efforts, is in alignment with the Local Homeless Action Plan, and fulfills key requirements of the Emergency Shelter and Enforcement Act of 2022.

Economic Impacts: Efforts to reduce and minimize the occurrence of homelessness in our community improves the economic outlook of all community members, including those who are able to avoid homelessness through prevention and diversion, those who are reintegrated into the workforce through local shelter and training options, individuals and families who gain permanent affordable housing and have greater expendable income to take care of their needs and support the local economy, and local businesses with access to a larger job pool and decreased impacts.

Environmental Considerations:

California Environmental Quality Act (CEQA): The current action is approval of partnership agreement. The execution of this partnership agreement is not a project pursuant to CEQA Guidelines section 15378 (b)(4) and (5) (fiscal activities that do not involve commitment to any specific project and organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment). Even if it is a project, it is exempt under [1] the commonsense exemption in CEQA Guidelines section 15061 (b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, [2] CEQA Guidelines section 15308 (actions to ensure the maintenance, restoration, enhancement, or protection of the environment), [3] CEQA Guidelines section 15269 (c) (relating to specific actions necessary to prevent or mitigate an emergency), [4] Government Code section 8698.4(a)(4) (actions taken by a local agency to lease, convey, or encumber land owned by a city, county, or city and county, or to facilitate the lease, conveyance, or encumbrance of land owned by the local government for, or to provide financial assistance to, a homeless shelter constructed or allowed by the Shelter Crisis Law), and [5] Government Code section 65660 (b) (low barrier navigation centers). In

addition, the proposed agreement does not foreclose CEQA review otherwise required in connection with any individual project. This could include the need to meet the requirements of specific exemptions such as CEQA Guidelines sections 15303(c) (related to new construction or conversion of small structures), 15304 (e) (related to the temporary use of land having negligible or no permanent effects on the environment), 15311 (related to accessory structures), 15308 (actions to ensure the maintenance, restoration, enhancement, or protection of the environment - not including construction activities - and the process must include procedures for protection of the environment and not the relaxation of standards to allow environmental degradation), or 15002 (i) and 15369 (ministerial activities). The proposed agreement does not foreclose alternative solutions or mitigation measures to shelter persons experiencing homelessness or foreclose alternatives or mitigation measures that would otherwise be required in connection with any individual project.

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The action in this report is consistent with the Local Homeless Action Plan and enhances coordination efforts between the City and County to address homelessness.

Financial Considerations: Approval of the City-County partnership agreement to address homelessness does not require the allocation of additional City resources. The FY2022/23 Approved Budget exceeds $25 million for the Department of Community Response and includes funding for 24.0 FTE dedicated to Community Outreach and funding for contractual services and an additional 14.0 FTE for administration, temporary shelters, and storage/clean-up related to homeless encampments. Any need for resources to implement the City-County partnership agreement will be considered in subsequent budget requests during the annual budget adoption process.

Local Business Enterprise (LBE): Not applicable.

PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF SACRAMENTO AND THE COUNTY OF SACRAMENTO

THIS PARTNERSHIP AGREEMENT is made at Sacramento, California, by and between the CITY OF SACRAMENTO, a charter city and municipal corporation ("CITY"), and the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("COUNTY"), as of the Effective Date, as defined below.

I. RECITALS

A. The CITY seeks to expand shelter bed capacity, behavioral health and social services, outreach/engagement, case management, and permanent-supportive-housing resources for persons experiencing homelessness within its boundaries to mitigate public health and safety concerns.

B. In an effort to address the emergency caused by the rapid increase in persons experiencing homelessness, the CITY has undertaken multiple efforts to provide some housing, prevention, and re-housing services as well as outreach/engagement and case management to persons experiencing homelessness within its boundaries, but the CITY is unable to provide the needed mental health services, behavioral health services, or social services to the many persons experiencing homelessness in the City who need them.

C. The COUNTY provides housing, mental health services, behavioral health services, and social services, as well as prevention and re-housing resources for persons experiencing homelessness throughout the County, including within the City.

D. The CITY and the COUNTY have a mutual desire to improve the coordination and combining of efforts to meet the needs of the unhoused and to move individuals out of homelessness in the City.

E. The CITY and the COUNTY recognize that the only way to make real progress toward addressing this emergency humanitarian crisis that affects so many California citizens is to work collaboratively, diligently, and in a focused manner on a regional approach that seamlessly combines all available resources and staffing.

F. This Agreement is intended to formalize the Parties' coordination and outline each Party's role and responsibilities as it relates to serving the needs of persons experiencing homelessness in the City.

G. On April 6, 2022, the City Council adopted the Emergency Shelter and Enforcement Act of 2022 (City Ordinance No. 2022-0011) ("ESEA"), the effectiveness of which is contingent upon voter approval.

H. If approved by the voters, the ESEA requires the CITY to identify and authorize the number of emergency shelter spaces that equals 60% of the estimated number of unsheltered

homeless persons in the City pursuant to the 2022 Point-In-Time Homeless Count report. The act further declared:

> "This Act is not intended to relieve the State and County of their obligation to provide services to those who need assistance. It is intended to prompt the County to adopt a comparable county measure. This should be a unified regional approach to successfully address this crisis."

I. On August 9, 2022, the City Council adopted amendments to the ESEA. The amendments added the following provision to the ordinance:

> "This ordinance shall not be operative, and no provision of [the ESEA] is enforceable, unless and until the City (acting through the City Council) and the County of Sacramento (acting through the Board of Supervisors) approve a legally-binding partnership agreement that, at a minimum, memorializes the respective roles of the City and County to improve the homelessness crisis. The partnership agreement shall include, but not be limited to, the County's roles, responsibilities, and obligations to provide the following to homeless persons in the City who need them:
>
> 1. Mental-health services;
>
> 2. Substance-abuse services;
>
> 3. Clinical outreach and case management to refer individuals to appropriate County services, such as housing, medical, employment, social services, and drug-rehabilitation services; and
>
> 4. Child-welfare and domestic-violence services."

J. This Agreement is intended to satisfy the condition set forth in the August 9, 2022, amendment to the ESEA.

K. The CITY and COUNTY have both adopted the Sacramento Local Homeless Action Plan (LHAP), which, "creates a cross-jurisdictional unified approach to addressing homelessness across Sacramento County." The plan specifies:

> "Among people who experience literal homelessness annually, it is estimated that … one out of five adults (~22%) report having a severe mental illness, … one out of ten adults (~10%) report having a substance use disorder."

The LHAP further states that the stakeholders identified one of the guiding principles to apply across all proposed strategies to be:

> "Implement a person-centered, trauma-informed countywide response system, which provides access to immediate and ongoing supportive service needs (i.e. mental health, substance abuse, housing retention)."

The plan also sets forth the following five core strategies: (1) build and scale a countywide Coordinated Access System; (2) ensure current and new emergency shelter and interim housing is focused on rehousing; (3) increase permanent housing opportunities; (4) expand prevention and diversion resources; and (5) invest in community capacity-building and training. And, in adopting the LHAP, the Sacramento City Council added the sixth strategy of, "Ensure adequate mental health and substance use services." (City Resolution No. 2022-0211.)

L. The 2022 Point-In-Time Homeless Count (PIT Count) report was published in July 2022, by the Division of Social Work and the Center for Health Practice, Policy and Research at the California State University, Sacramento. The report estimates that there were 9,278 persons experiencing homelessness throughout the County of Sacramento and 6,664 were unsheltered. On the night of the count, 4,444 (67%) of the unsheltered homeless were sleeping within the boundaries of the City of Sacramento and another 594 (8%) resided in the portion of the American River Parkway that falls within the City limits. Approximately 4,314 adults were experiencing chronic homelessness, of whom 24% (approximately 1,035 persons) reported substance abuse, 53% (approximately 2,286 persons) reported a mental disability, and 61% (approximately 2,632 persons) reported a psychological disability. As a consequence, the report recommends that the following actions should be taken:

> "…more and ongoing direct interventions with individuals liming in large encampments will be needed in the coming year. This includes deployment of integrative outreach teams, street medicine programs, and other interventions that bring services directly to where individuals are currently residing (as opposed to requiring individuals to seek out and navigate these services themselves)."

M. This Agreement is intended to implement this recommendation. The parties commit to do whatever it takes to address the mental and behavioral health needs of the unsheltered homeless within the City limits.

N. Regardless of whether the ESEA is approved by the voters, the purpose of this Agreement is to formalize a partnership between the COUNTY and the CITY to invest in and

coordinate strategies and programs to prevent and end homelessness in the County of Sacramento, with a particular focus on coordinating efforts and combining resources to serve persons experiencing homelessness within the City's boundaries.

O. Future coordinated or shared CITY/COUNTY projects or efforts, if appropriate, may become amendments to this Agreement or can be the subject of subsequent related agreements.

P. The COUNTY is required by State and Federal law to relieve and support indigent and poor individuals residing in the County (see Cal. Welf. and Inst. Code §§ 17000 et seq., 5771.1 et seq.) and has made the following baseline investments in recent months into behavioral health services that will assist the unhoused in accessing behavioral health care. Specifically within the Sacramento City limits, the COUNTY:

1. Funds Specialty Mental Health Services through community based organizations that provide services to individuals who are eligible, including Full Service Partnerships and associated housing supports;

2. Funds Substance Use Treatment Services for individuals who qualify;

3. Funds the Mental Health Urgent Care Center, operated by TeleCare, which is slated to increase hours to 24/7 by January 1, 2023;

4. Funds the Crisis Receiving Behavioral Health Program, operated by WellSpace, which provides a behavioral health crisis response, including sobering services, to the unhoused;

5. Operates the Homeless Engagement And Response Team (HEART) comprised of behavioral health professionals doing outreach and engagement and providing behavioral health assessments in shelters throughout the City and County;

6. Operates the Wellness Crisis Call Center and Response Team, scheduled to go live on December 1, 2022, which is an alternative to 911 response for behavioral health calls;

7. Funds three CORE Wellness Centers that provide immediate and ongoing supports and assessment to adults experiencing behavioral health concerns; and

8. Funds a Primary Care Clinic at Loaves and Fishes for individuals seeking health/behavioral health care.

II. AGREEMENT

The CITY and COUNTY agree as follows:

A. Definitions.

For purposes of this Agreement, the following definitions apply:

"Behavioral health assessment" means and includes an assessment of mental health symptoms, biopsychosocial history, history of treatment, level of impairment, substance use, medication usage, and suicidal risk. This information is used to determine eligibility and medical necessity for behavioral health services.

"Behavioral health services" means and includes both mental health services and substance use prevention and treatment services.

"CalAIM" means the California Advancing and Innovating Medi-Cal initiative of the California Department of Health Care Services to improve the quality of life and health outcomes of Medi-Cal members by implementing a broad delivery system, program, and payment reform across the Medi-Cal program.

"Central Business District" has the same meaning as in Sacramento City Code section 5.88.020.

"City limits" means the geographic boundaries of the City of Sacramento, excluding the American River Parkway.

"Community Supports" or "CS" means the Medi-Cal benefit, part of CalAIM, that is designed to address social drivers of health. Medi-Cal managed care plans may offer the following 14 community supports: (1) housing transition navigation services; (2) housing deposits; (3) housing tenancy and sustaining services; (4) short-term post-hospitalization housing; (5) recuperative care (medical respite); (6) day habilitation programs; (7) caregiver respite services; (8) nursing facility transition/diversion to assisted living facilities; (9) community transition services/nursing facility transition to a home; (10) personal care and homemaker services; (11) environmental accessibility adaptations (home modifications); (12) medically supportive food/meals/medically-tailored meals; (13) sobering centers; and (14) asthma remediation.

"Coordinated Access System" or "CAS" means a streamlined system designed to match people experiencing homelessness with available shelter and housing. This process helps prioritize resources based on vulnerability and severity of service needs to ensure that people who need help the most can receive it in a timely manner. In Sacramento County, the CAS is currently administered by Sacramento Steps Forward.

"CORE Wellness Center" means a site at which the COUNTY provides adult outpatient specialty mental health services through their Community Outreach Recovery Empowerment program.

"County limits" means the geographic boundaries of the County of Sacramento, including the City of Sacramento.

"Emergency shelter" has the same meaning as in Code of Federal Regulations, Title 24, Section 91.5, which states, "Any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless, and which does not require occupants to sign leases or occupancy agreements."

"Enhanced Care Management" or "ECM" means the Medi-Cal benefit, part of CalAIM, intended to address clinical and non-clinical needs of the highest-need Medi-Cal enrollees through intensive coordination of health and health-related services. Beneficiaries of Enhanced Care Management have a single lead care manager who coordinates care and services among the physical, behavioral, dental, developmental, and social services delivery systems.

"Full Service Partnership" or "FSP" means the program funded by the California Mental Health Services Act that supports people with the most severe and often co-occurring mental health needs. The program is designed to apply a "whatever it takes" approach to partnering with individuals on their path to wellness and recovery. The COUNTY is required to provide full service partnerships pursuant to the California Code of Regulations, Title 9, Section 3620.

"Homeless Management Information System" or "HMIS" is a local information technology system that is used by homeless service providers to collect confidential client-level data including demographics, history of homelessness and services accessed, and service needs. Sacramento Steps Forward manages the HMIS for Sacramento County.

"Laura's Law" means California Welfare and Institutions Code section 5345 et seq.

"Shovel-ready" includes, but is not limited to, a site with a hardened surface (asphalt or concrete), water, sewer and electrical readily available on the site, as applicable depending on the type of shelter.

"Sobering center" means a site at which the COUNTY, or its contractor, provides short-term (4-23.5 hour) recovery and recuperation from the effects of alcohol or drug intoxication and is staffed with healthcare professionals who provide medical monitoring, substance use disorder counseling, and connections to supportive services.

B. Lead Staff; Administration of the Agreement.

The lead staff from the COUNTY and CITY for ongoing coordination and administration of this Agreement are identified below. They will be responsible for implementing this Agreement on behalf of their respective entity.

	Sacramento County	City of Sacramento
Executive leadership	County Executive Deputy County Executive – Social Services	City Manager Assistant City Manager
Overall strategy	Director of Homeless Services and Housing	Director of Community Response or designee
Coordination of encampment outreach and response efforts	Director of Homeless Services and Housing	Director of Community Response or designee
Public assistance benefits outreach and coordination	County Director of Human Assistance	N/A
Behavioral health services outreach and coordination	County Behavioral Health Director	N/A
Communication & Public Messaging	County PIO	City PIO
Medical health services outreach and coordination	County Director of Health Services	N/A
Emergency shelter, emergency housing, coordinated access system	Director of Homeless Services and Housing	Director of Community Response or designee
Pursuit of additional funding sources to serve persons experiencing homelessness	County Departments	City Departments

C. Collaboration Protocol.

Within 60 days of the effective date of this Agreement, the COUNTY and CITY shall adopt a collaboration protocol, executed by the City Manager of CITY and the Chief Executive Officer of

COUNTY. The collaboration protocol will establish how the parties will meet the requirements set forth in this Agreement and do whatever it takes to remove all barriers to housing and services for all persons experiencing homelessness, including the sheltered and unsheltered. The protocol shall address the following matters:

1. Local Homeless Action Plan. Collaboration on the steps to be taken to advance the strategies adopted in the LHAP as adopted by the CITY and COUNTY.

2. Training and Sharing Information. Collaboration on assessing and meeting the training and information-sharing needs of CITY and COUNTY staff to most effectively address the needs of persons experiencing homelessness within the City limits.

3. Outreach. Collaboration on the future makeup and deployment of outreach efforts, including the encampment engagement teams, to meet the needs of the persons experiencing homelessness.

4. Services. Collaboration on the levels of service needed to meet the needs of persons experiencing homelessness within the City limits, including whether services need to be added or expanded, as well as whether services should be reduced or eliminated.

5. Shelter and Housing. Coordinate ongoing operations for emergency shelter sites that remain open at all times (including nights, weekends and holidays), for respite sites, and for weather respite sites, including the staffing of the sites, and the provision of basic needs, security, hygiene, storage, cleaning, and maintenance.

6. Funding. Collaborate to seek additional funding that will either directly fund or provide reimbursement to the COUNTY for the provision of services to persons experiencing homelessness within the City limits.

7. Accountability. Identify the metrics and measuring tools that will be used to evaluate outcomes and impact on a system level, including a performance management plan that will track and evaluate the collaborative efforts in this Agreement is having on reducing homelessness within the City limits.

8. Internal Communication. Create regular communication mechanisms between executive leadership, department leadership, and operational teams on coordinated CITY and COUNTY programs, initiatives, and investments as set forth in this Agreement, including weekly team meetings to ensure communication and coordination about new programs and coordinated efforts.

9. External Communication. Coordinate and agree upon public messaging of coordinated COUNTY and CITY projects prior to any public announcements or media communication.

10. Community Engagement. Work collaboratively on the engagement of appropriate stakeholders and the community on the implementation of any subsequently approved joint or partner project or initiative, including the collaboration with persons with lived experience.

11. Planning. Coordinate planning for new programs that will affect and serve people experiencing homelessness within the City limits. Identify and develop the scope, approach, and operations of coordinated COUNTY and CITY projects prior to launch and throughout implementation. Cooperate in good faith to obtain required local or State land-use approvals necessary to operate shared programs. Work to achieve consistency in contractor requirements, protocols, and standards for similar programming and joint projects. This may include, but is not limited to, issuing joint Request for Proposals (RFPs).

12. Subsequent Agreements. Negotiate and execute in good faith any subsequent agreements reasonably necessary to accomplish the objectives set forth in this Agreement, including the collaboration protocol.

D. Training and Information Sharing.

1. The COUNTY shall provide training and authorization for CITY-designated staff to write and issue 5150 holds (pursuant to Welfare and Institution Code section 5150).

2. The COUNTY shall provide Mental Health First Aid training to CITY-designated community partners and providers that serve individuals within the City limits.

3. The COUNTY shall provide County Public Health education and relevant communicable disease screening tools to shelter operators contracted by the CITY.

4. The COUNTY shall advise CITY-designated staff of all of the processes by which people experiencing homelessness within the City limits will have direct access to COUNTY-administered programs and benefits, including through encampment outreach teams.

5. To the extent allowed by law, CITY and COUNTY shall track and share customer information and aggregate data on program participation and outcomes for purposes of services improvement and trends analysis. This includes the CITY's and COUNTY's use of the Homeless Management Information System (HMIS) and the Coordinated Access System (CAS). The CITY and COUNTY shall facilitate the execution of customary data sharing agreements or releases of information as needed.

E. Outreach.

1. Within six months of the effective date of this Agreement, the CITY and COUNTY (along with its Medi-Cal Managed Care Plan partners) shall provide 10 encampment

engagement teams to engage in intensive outreach, assessment, navigation, service delivery, and housing to as many people as possible in encampments within the City limits. Each team will have the responsibility to assess and enroll people in behavioral health services; make referrals to shelters through the Coordinated Access System; to the extent it is operational, provide housing navigation services and supports; assess/refer/and provide Enhanced Care Management and Community Supports; and provide a peer approach to engagement, using a whatever it takes approach to stabilizing and transitioning individuals into shelter or housing.

2. The CITY and COUNTY shall collectively provide 50 individuals for the encampment engagement teams. The teams shall be comprised and funded as follows:

a. CITY will provide 25 encampment workers (either Department of Community Response staff or contracted providers) to provide encampment assessment, coordination of outreach and mitigation services (debris removal, etc.), and linkages to sheltering and housing supports. The CITY and COUNTY will explore using a single contracted provider, through a joint RFP process or an MOU, to ensure uniformity in engagement efforts between the CITY and COUNTY operated encampment teams.

b. COUNTY will provide 10 mental health workers with the ability and qualifications to provide a behavioral health assessment and enroll or link persons to an appropriate level of mental health and substance use services, based on the individuals' level of need. The COUNTY will work assertively to hire additional mental health workers sufficient to serve persons experiencing homelessness within the City limits, and will deploy 67% (based on the unsheltered PIT Count) of all of its behavioral health outreach team members to work within the City limits.

c. COUNTY shall provide 15 Homeless Engagement Workers, who are contracted with and funded by the Medi-Cal Managed Care Plans, to provide assessments and referrals to ECM/CS services as well as to provide the services themselves for a period of one year. If it is determined by both the CITY and the COUNTY that Homeless Engagement Workers are still needed after one year, the COUNTY and the CITY will either renegotiate with the Plans to continue providing them, or issue a joint RFP or LOI for a provider or providers that are currently contracted with the Medi-Cal Managed Care Plans to provide ECM/CS services to provide an agreed upon number of Homeless Engagement Workers. The provider(s) will be expected to leverage CalAIM ECM and CS funding to the greatest extent possible. The CITY and COUNTY will share in the costs that are uncovered by CalAIM at an agreed upon proportion.

3. The COUNTY's staff in the encampment engagement teams shall conduct behavioral health assessments for willing people in encampments and city-run shelters and, if eligible, enroll them in county-funded services and programs, regardless of whether they are insured or uninsured. The COUNTY shall do whatever it takes to provide services including, but

not limited to, mental health services, substance use prevention and treatment services, child welfare services, housing services, General Assistance, CalWorks and CalFresh. The teams shall also coordinate with the COUNTY-funded domestic violence assistance programs to meet the sheltering and housing needs of domestic violence victims and their families within the City limits.

4. The COUNTY staff in the encampment engagement teams shall also have the authority to, where appropriate, authorize a person to be held pursuant to California Welfare and Institutions Code section 5150, petition the court to order a person to obtain assisted outpatient treatment pursuant to Laura's Law, and enlist the Sacramento County Probation Department to investigate whether people are violating the terms of their probation and provide other resources they may be able to offer.

5. The CITY staff shall be responsible for determining which sites the encampment engagement team will be deployed to each day, conducting initial outreach, and coordinating CITY services, such as solid waste removal, code enforcement, and public safety services. Roles and responsibilities within encampments will be developed through the Coordination Protocol.

6. Each encampment engagement team shall engage and provide services to people experiencing homelessness in at least two large encampments within the City limits each month. The intent of this Agreement is have the encampment engagement teams actively intervening in at least 20 large encampments within the City limits per month.

7. If a person has travelled into the City limits from another jurisdiction, the encampment engagement teams will endeavor to navigate them back to the other jurisdiction when appropriate arrangements can be made.

F. Services.

1. CORE Behavioral Health Centers.

The COUNTY shall continue to fund and operate at least three CORE Wellness Centers within the City limits. A fourth CORE center shall be opened by the COUNTY in the Central Business District within nine months of the effective date of this Agreement, provided a reasonable and appropriate location has been identified. The CITY shall assist the COUNTY and any of its contracted providers with identifying appropriate properties for these facilities.

2. Sobering Centers.

The COUNTY shall continue to support a sobering center operating within the City limits to meet the needs of those who are detoxing from substances.

3. Full Service Partnerships.

The COUNTY and CITY shall work through the encampment engagement teams to refer all persons experiencing homelessness to programs that provide care coordination for the unhoused. In some cases, the most appropriate level of care will be through a Full Service Partnership which utilizes a "whatever it takes" approach for individuals with a severe mental illness who qualify for Specialty Mental Health services. Other individuals who do not qualify for an FSP may be referred to a slightly lower level of care through CORE Centers. Individuals who do not meet criteria for Specialty Mental Health treatment may be referred to CalAIM Enhanced Care Management and Community Supports, which will ensure that each individual who is willing, is linked to a program that provides care management. If the County's FSP program reaches full capacity, the COUNTY will add slots to accommodate the need. Enrollment into CalAIM ECM or CS is based on approval by the Managed Care Plans and is not a COUNTY funded, operated or controlled program.

4. Substance use disorder beds.

The COUNTY shall meet the State standards for access to the continuum of substance use disorder services and supports as identified in the Drug Medi-Cal Organized Delivery System Waiver. (MHSUDS Information Notice No. 18-011)

5. Involuntary Services and Treatment.

Some individuals may qualify for involuntary behavioral health treatment or diversion programs through a variety of programs funded by or operated by the COUNTY when engagement is neither successful, nor appropriate (Laura's Law/Assisted Outpatient Treatment, Public Conservatorship/Guardianships, Care Courts upon implementation, etc.). The COUNTY Encampment Engagement Team members will be responsible for assisting with referrals and coordination with the most appropriate Program to meet the needs of the individuals.

G. <u>Shelter and Housing.</u>

1. Emergency Shelter.

In addition to the number of beds in permanent shelter programs that are funded or operated by the COUNTY on the effective date of this Agreement, the COUNTY shall open emergency shelter sites that are accessible to unhoused individuals from within the City limits, as follows:

a. Within 12 months of the effective date of this Agreement, the COUNTY shall open emergency shelter sites within the County limits with a minimum of 200 shelter beds;

b. Within 36 months of the effective date of this Agreement, the COUNTY shall open additional emergency shelter sites within the County limits with a minimum of 200 shelter beds; and

c. If the CITY provides shovel-ready sites or existing buildings within the City limits that can support non-congregate sheltering, for this purpose, the COUNTY shall open and operate an additional emergency shelter site or sites at those locations with a minimum total of 200 beds between those sites. However, if the COUNTY provides a site or sites within the City limits and opens and operates an emergency shelter site at that location, the number of beds on that site or sites shall be counted toward the aforementioned 200-bed requirement.

2. Coordinated Access System.

In order to ensure the most efficient use of resources, within 60 days of the effective date of this Agreement, the CITY and COUNTY shall fully integrate all of their emergency shelter beds into the coordinated access system to the extent possible, including all new beds such as those opened in accordance with section II.G.1, above. For every emergency shelter site in the County limits, the CITY and COUNTY shall agree upon a radius from the site from which unsheltered homeless persons would get priority for a bed or space at that site. However, beds or spaces will not be held in reserve at any site for persons residing within that radius and an available bed or space shall not be denied to an eligible individual from outside the agreed upon radius when there is not a competing demand or request from within the radius.

3. Affordable Housing.

The CITY and COUNTY shall work aggressively to meet the permanent supportive and affordable housing needs identified in the Local Homelessness Action Plan. Within 180 days of the effective date of this Agreement, the CITY and COUNTY will finalize an affordable housing plan that follows the strategies outlined in the Local Homeless Action Plan to increase permanent housing opportunities.

H. Funding Sources.

In order to carry out the purposes of this Agreement, COUNTY agrees to use all reasonable efforts to seek additional funding that will either directly fund or provide reimbursement to the COUNTY. The sources of this funding may include, but are not limited to, Federal sources such as FEMA, and COVID-relief grants and programs; and State sources such as Homeless Housing Assistance and Prevention ("HHAP") funds (Cal. Health & Saf. Code, § 50216 et seq.), Investment in Mental Health Wellness Act 2013 funds (Cal. Welf. & Inst. Code, § 5848.5), and Mental Health Services Oversight and Accountability Commission grants relating to the Mental Health Services Act. CITY agrees to commit dedicated homeless funding for the purposes

of carrying out this agreement and agrees to cooperate and assist COUNTY in additional funding pursuits.

I. Accountability.

Every six months following the effective date of this Agreement, the CITY and COUNTY shall present a joint report for discussion (i.e. not on the consent calendar) at the meetings of both the Sacramento City Council and Sacramento County Board of Supervisors. The report must include metrics on all the conditions of this Agreement.

J. General Provisions.

1. Amendment and Waiver. Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless approved by both the Sacramento City Council and the Sacramento County Board of Supervisors. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by the COUNTY's Deputy County Executive and the County Counsel. No interpretation of any provision of this Agreement shall be binding upon CITY unless agreed in writing by the CITY's Assistant City Manager and the City Attorney.

2. Disputes. Any dispute arising out of or relating to this Agreement shall be decided by the Deputy County Executive, Social Services and the Assistant City Manager, with the assistance of their operational staff. In the event that the Deputy County Executive, Social Services and the Assistant City Manager cannot resolve the dispute, the Sacramento County Executive and Sacramento City Manager shall meet within thirty (30) days to consider the matter and reach a decision. In the event that the Sacramento County Executive and the Sacramento City Manager cannot resolve the dispute, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California.

3. Notices. Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

COUNTY:	CITY:
County of Sacramento	City of Sacramento
Attn: Ann Edwards	Attn: Howard Chan
700 H Street, Suite 7650	915 I Street, Fifth Floor
Sacramento, CA 95814	Sacramento, CA 95814
(916) 874-5510	(916) 808-7488
edwardsann@saccounty.gov	hchan@cityofsacramento.org

4. Term Length and Termination. This Agreement shall be effective for five years from the effective date of this Agreement. Upon mutual agreement, the parties may extend this Agreement for an additional five-year term. This Agreement shall only terminate prior to the end date above upon mutual agreement by the Sacramento City Council and the Sacramento County Board of Supervisors. The Board of Supervisors and City Council shall review this Agreement on an annual basis.

5. Indemnification. COUNTY shall indemnify, defend, and hold harmless CITY and its officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury, including death, or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of COUNTY, its Board of Supervisors, officers, employees, or agents.

CITY shall indemnify, defend and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury, including death, or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of CITY, its officers, employees, or agents.

This indemnity shall survive the termination or expiration of the Agreement.

6. Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

7. Interpretation. This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and Its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared It.

8. Compliance With Laws. COUNTY and CITY shall observe and comply with all applicable Federal, State, and local laws, regulations and ordinances.

9. Governing Laws and Jurisdiction. This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and

governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

10. Duplicate and Counterparts. This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

11. Entire Agreement. This Agreement constitutes the entire contract between CITY and COUNTY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between CITY and COUNTY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

12. Authority to Execute. This Agreement shall not take effect until approved by both the Sacramento City Council and the Sacramento County Board of Supervisors. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

13. Effective Date. This Agreement shall be effective beginning on the date it is fully executed by the duly authorized parties.

X _____	X _____
Ann Edwards County Executive, County of Sacramento	Howard Chan City Manager, City of Sacramento
_____	_____
Date	Date