CITY OF SEBASTOPOL CITY COUNCIL

AGENDA ITEM REPORT FOR MEETING OF: July 1, 2025

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**To:** Honorable Mayor and City Councilmembers

From: Police Chief McDonagh

Mayor Zollman - Council Liaison to Homeless Service Organizations (Primary)

Vice Mayor McLewis - Council Liaison to Homeless Service Organizations (Alternate)

Subject: Contract with West County Community Services for Homeless Outreach Services within the City

of Sebastopol. This item includes a presentation from West County Community Services (WCCS)

on Scope of Work and Services Provided to the City of Sebastopol for homeless outreach.

#### RECOMMENDATION:

That the City Council receive the presentation from the Police Chief and West County Community Services (WCCS) on the proposed contract for financial year FY 2025–2026 to provide Homeless Outreach Services within the City of Sebastopol and consider approval of the contract. This item includes a presentation by WCCS on the proposed Scope of Work and services provided to the city.

#### **EXECUTIVE SUMMARY:**

In response to the increasing visibility and impact of homelessness in the region, the city entered into partnership with WCCS in 2021 to deliver homeless outreach services. WCCS scope of work was for street outreach, case management, and housing navigation within the City of Sebastopol City limits. This approach was to support the City's commitment to supporting vulnerable residents while maintaining community safety and public health.

# PROCESS OF AGENDA ITEM:

- 1. Presentation by the Police Chief and West County Community Services
- 2. Questions and discussion from Councilmembers
- 3. Public comment period
- 4. Council deliberation and motion

# BACKGROUND:

#### **WCCS**

Since 2021, WCCS has worked closely with Council ad hoc committees, liaisons and with the Sebastopol Police Department to support individuals experiencing homelessness through outreach, service connection, and housing navigation. WCCS have a licensed clinician in their Counselling Department, however, WCCS advise that this service is unrelated to the Outreach Services funded by the City of Sebastopol and as such, is not provided to the City of Sebastopol.

WCCS provided information from the program's inception and provided the following cumulative data since July 2022:

Number of individuals engaged: 407

Referrals to Coordinated Entry:
 100 (since 3/2023 – No data logged prior)

Clients assisted with housing applications:
 Individuals connected to permanent or temporary housing:
 Number increased access to health services
 377

Volunteer events hosted:
 Support provided at Safe Parking sites:
 Not provided by WCCS for staff report

In the FY 2024-2025, WCCS advised the police chief by email that the City of Sebastopol funded WCCS \$40,000 for 0.45 of a full-time employee for outreach services, funded through the police department budget. According to WCCS, this 0.45 of a full-time employee was for a case load of up to 7 individuals, serving a total of 32 individuals annually. The WCCS

MOU on hand for FY2024-2025 states that this \$40,000 funds 0.5 of a full-time employee, as opposed to the 0.45 provided in the emailed information above.

WCCS advised the police chief that the outreach services to the City of Sebastopol provided for the following services:

- Street Outreach, which provides essential services necessary to reach out to unsheltered homeless individuals, connect them with emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. WCCS cited that the Street Outreach work is unique in that it has the ability to reach those who cannot or will not reach services on their own. Outreach staff work to build trust and connections and enter individuals into Coordinated Entry and obtain appropriate shelter housing and supportive services.
- Initial assessment of needs and eligibility
- Developing an individualized housing and service plan, including planning a path to permanent housing stability
- Actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs
- Enter individuals into Sonoma County Coordinated Entry system as an acting Coordinated Entry External Access Point
- Developing, securing, and coordinating services; food, mental health, physical health, documents etc.
- Obtaining federal, state, and local benefits
- Monitoring and evaluating participant progress
- Outreach to encampments

With respect to the funding sources for WCCS's Outreach Service provider to the City of Sebastopol, WCCS advised the police chief of the following information:

- FY 2024-2025 WCCS had 4 funding sources for 3 full time employee Street Outreach positions throughout West Sonoma County
  - o Sonoma County Dept. Health Services (DHS) provided 33% of funding
  - o Sonoma County Development Commission (CDC) with two (2) funding sources
    - Low-Moderate Income Housing Asset Funds LMIHAF) provided 33% of funding
    - Emergency Solutions Grant (ESG) provided 20% of funding
  - o The City of Sebastopol provided 14% of funding
- If approved, FY 2025-2026 WCCS has 1 funding source for 0.9 of a full time employee
  - o Sonoma County Dept. Health Services (DHS) providing 15.5% (17.5% reduction from FY 2024-2025)
  - WCCS applied to the CDC NOFA for funding, however, no funding was applied to the outreach services in West Sonoma County
  - o If approved by city council, the City of Sebastopol's \$40,000 funding would provide 0.45 of a full time Outreach Services employee
  - o At the time of writing, WCCS have not provided information to advise where the remaining funding derives from for the 0.9 of a full time employee projected for the FY2025-2026

# **CARE Court**

Under the Community Assistance, Recovery, and Empowerment (CARE) Act, eligible individuals or entities can request the Superior Court of Sonoma County to assist in connecting qualified individuals to a wide range of services, such as mental health and housing services. This is done through a voluntary CARE Agreement or CARE Plan overseen by a judge.

To be eligible for CARE Court, individuals must meet all the following criteria:

• Be 18 years of age or older.

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- Have been diagnosed with a disorder within the "schizophrenia and other psychotic disorders" class of disorders and currently experiencing symptoms.
- Not be clinically stabilized in ongoing treatment.
- Experience substantial deterioration in mental health and are unlikely to survive safely in the community without supervision or need services and support to prevent relapse and deterioration.
- Participation in a CARE Plan is the least restrictive alternative, and the individual will likely benefit from it.

  The person who is the subject of the petition for the CARE Court process is called the "respondent." If you do not meet these requirements, The Sonoma County Behavioral Health Division still offers options for assistance.

The eligible individuals or entities that can refer a party to the CARE Court are:

# Family/Home

- o A person who lives with the respondent
- o Spouse, parent, sibling, child, grandparent, or another individual in place of a parent
- o Respondent (i.e., self-petition)

# Community

- First responder (e.g., peace officer, firefighter, paramedic, mobile crisis response, homeless outreach worker)
- o Director of a hospital, or their designee, where the respondent is hospitalized (including for Welfare and Institutions Code 5150 and 5250 holds)
- o Licensed behavioral health professional or their designee treating the respondent for mental illness
- O Director of a public or charitable organization that provides behavioral health services to the respondent and where the respondent resides

# County

- o County behavioral health director or their designee
- o Public guardian or their designee
- o Director of Adult Protective Services or their designee

#### Tribal Jurisdiction

- O Director of a California Indian health services program, California tribal behavioral health department, or their designee
- o Judge of a tribal court located in CA or their designee

The CARE Court services are not part of any services provided by WCCS as part of our existing \$40,000 Outreach Services.

#### **DISCUSSION:**

As part of the annual budget process, the City Council reviews contracts and service agreements to ensure alignment with the Council's values, goals, and priorities.

Given the continued uncertainty surrounding traditional state and federal funding streams for homelessness and related services, the city must evaluate local funding commitments carefully. The Council is asked to review the Scope of Work presented tonight by West County Community Services (WCCS) and consider whether to authorize funding in the amount of \$40,000 for homeless outreach services in Fiscal Year 2025–2026. If supported, the Council is also asked to approve the proposed contract with WCCS.

#### STAFF (RESPONSIBLE DEPARTMENT) ANALYSIS:

It should be noted that officers attached to the Sebastopol Police Department have intimate knowledge of the unhoused people within the city, connecting with them daily on routine patrols and calls for service and in doing so, have established direct relationships with them. In some cases, these fostered relationships have provided critical partnerships

in identifying the supply of drugs within the city, or identifying other criminal matters, promoting local and joint investigations with allied law enforcement agencies to successfully identify the respective involved parties.

In a recent night shift patrol of the city by Chief McDonagh, several unhoused residents who have been residing in Sebastopol for a number of years were contacted and they advised that they have not been approached or contacted by any Outreach Service provider associated with WCCS, with one of those individuals stating that he had reached out to WCCS on several occasions, never receiving any return contact.

As such, Chief McDonagh made inquiries into the option of the \$40,000 funding remaining within the Sebastopol Police Department and being redirected to homeless outreach training for City of Sebastopol police officers, where the funding could be more accountable in respect to funding outreach to persons specifically within the city limits. City of Sebastopol police officers could then extend their existing relationships and connections with the unhoused community within Sebastopol, directing them to appropriate services and assistance.

The dispatching CAD and report management system used by the police department would also record the contacts with the unhoused community (as it records with any other contact or call for service) which would be detailed and reportable to the community, ensuring that the \$40,000 of public funds are specifically accountable and trackable in respect to their application to the unhoused outreach services.

In relation to training for our officers, many California POST and other appropriate courses, certifications and conferences are available for officers to attend to become certified and knowledgeable to provide these services, including but not limited to;

# Law Enforcement Response to the Homeless

This course educates the officers in current laws related to the storage, safekeeping and disposal of property, and search and seizure law specific to homeless individuals, as well as cover mental health related issues and de-escalation techniques when encountering persons with mental illness. The course educates officers on techniques to build trust and encourage persons experiencing homelessness to undertake relief services and address homeless related problems. The course will also provide officers with contacts and information to assist them in addressing the service and housing needs of local persons experiencing homelessness. In addition, the course will educate officers on how to properly organize and successfully carry out homeless encampment clean-ups keeping in mind current case laws related to homelessness, giving the officer tools to make well-reasoned decisions for addressing people experiencing homelessness.

# Homeless Liaison Officer Certification

O The course will educate officers about the scope of the homeless problem at the Federal, State, County and Municipal levels; the effectiveness of combining homeless outreach with enforcement to persuade homeless into accepting services to assist them off the streets. Establishing collaboration with non-profits, faith based community, police agencies, cities and county departments to reduce homelessness; funding and staffing of a Homeless Liaison Officer Program; field operation recommendations, and mental health/health care systems and how they help the homeless.

# Crisis Intervention with the Mentally III

o In this course, the learner will learn strategies and techniques for responding effectively to people in crisis—how to assess the situation, determine your mission, attempt de-escalation, and use additional support resources effectively

# Crisis Intervention

This course will provide peace officers with the skills and knowledge to recognize individuals with mental illness, identify potential disorders, and to minimize escalations in contacts with mentally ill individuals. Training focuses on developing safe techniques for approaching the mentally ill, communication skills, deescalation techniques, suicide risk factors, and cultural issues. Students will hear from industry

professionals that specialize in mental health treatment and services and will participate in an interactive panel discussion with mental service consumers and family members.

# Mental Health Intervention Training

o To provide students with the knowledge, skills and ability to identify people with mental illness and effectively assess, communicate, intervene, manage field encounters and prepare accurate documentation.

# Advanced Crisis Intervention Training

o This course is designed to provide advanced crisis intervention skills. It is designed to prepare for varied and demanding challenges that may be experienced during a crisis negotiations event. Case studies and current issues are discussed. Incident "autopsies" are used to provide insight into real life challenges -- working with different cultures, problems related to the working environment, the subject's mental health, and other challenges crisis team members face during incidents.

# Community Policing

- O Today's police officer must be more complete in their capabilities, more community focused and aware how global events can affect neighborhood concerns. To accomplish this public safety must be a shared responsibility. At the heart of this shared responsibility is what is called community policing. Community policing is a philosophy that promotes working in partnership with a community to prevent and/or address crime based on a collaborative approach. This program provides law enforcement professionals with knowledge, skills, and best practices to work collaboratively with the community. Learn to develop effective partnership, apply effective outreach strategies, communicate intentions when building relationships, identify resources to improve community/police relations, and describe the specific needs and priorities of the community.
- There are also many notable conferences providing knowledge, skills and training to aid officers in providing appropriate services to the unhoused

#### CITY COUNCIL GOALS/PRIORITIES; AND/OR GENERAL PLAN CONSISTENCY:

This agenda item represents the City Council goals/priorities as follows:

# Goal 2: PUBLIC SAFETY

Strengthen the public's safety and improve the quality of life. Includes supporting our first responders (police, fire, public works), responding to emergencies, protecting people, property, and businesses, and engaging in emergency preparedness community outreach, public education and prevention activities.

Explore Ways to Address Homelessness

Pursue no additional costs and or low cost solutions to homelessness

Coalition of Housing/Keep County or review non-profit/change lead agencies

Keeping drugs out of town /drug enforcement

Goal 4: HIGH PERFORMANCE ORGANIZATION

Restoring public trust

Improve Public Communications

# This agenda item represents the General Plan as follows:

Action CHW 5i: Coordinate with the Sonoma County Community Development Commission to support local and regional efforts to combat homelessness, including implementation of the recommendations and programs contained in the County's "Policy Makers Toolbox for Ending Homelessness" to the greatest extent feasible.

Policy D-6: Sebastopol will work to prevent homelessness and support housing services for the homeless.

Action D-11: Encourage the Urban County to provide financial support for area homeless facilities and services that serve Sebastopol area residents through ESG and other available funding sources. Encourage the Sonoma County Community Development Commission/Urban County to monitor the needs of the homeless population in Sebastopol.

#### COMMUNITY OUTREACH:

This item has been noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date. The City has also used social media to promote and advertise the City Council Meeting Agenda Items.

As of the writing of this agenda item report, the City has not received public comment. If staff receives public comments following the publication and distribution of this agenda item report, such comments will be provided to the City Council as supplemental materials before or at the meeting and will be posted to the city website.

#### FISCAL IMPACT:

The proposed contract is in the amount of \$40,000, which is included in the draft FY 2025–2026 budget for Homeless Outreach Services. Final approval is contingent upon the adoption of the City budget.

# **RESTATED RECOMMENDATION:**

That the City Council receive the presentation from the Police Chief and West County Community Services and consider approval of the proposed contract for FY 2025–2026 in the amount of \$40,000 for continued Homeless Outreach Services.

# **OPTIONS:**

Council could decide not to continue \$40,000 funding agreement with WCCS and maintain the funding within the local police budget for training of Sebastopol Police Department officers to provide outreach services Council could approve the \$40,000 funding agreement to continue with WCCS for FY2025-2026 Council could seek further information from city staff and return to future council meeting for staff report

#### ATTACHMENTS:

Outreach MOU to City of Sebastopol FY2023-2024

Outreach MOU to City of Sebastopol FY2024-2025

Proposed Outreach MOU to City of Sebastopol FY2025-2026 issued by WCCS

Proposed Outreach MOU to City of Sebastopol FY2025-2026 edited by City of Sebastopol staff with optional deliverables

Master agreement template contract 2024 WCCS MOU - CIRA approved

Outreach statistics provided by WCCS for FY2023-2024

Outreach statistics provided by WCCS for FY2024-2025

# CITY OF SEBASTOPOL CONTRACT NO. XXXXXXX MASTER AGREEMENT FOR

Homeless Outreach Services
[West County Community Services (WCCS)]

THIS AGREEMENT made and entered into this	day of	, 2025 by and
between the City of Sebastopol, a municipal corpor	ation located in the Co	ounty of Sonoma, State
of California, hereinafter referred collectively to as	"CITY" and [West C	ounty Community
Services (WCCS)], a California Corporation with p	principal offices at [16	6390 Main St,
Guerneville, CA 95446], hereinafter referred to as "	'CONSULTANT",	

WITNESSETH

WHEREAS, CITY has the need for Homeless Outreach services; and

WHEREAS, CITY desires to contract for such services with a private consultant; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS CITY wishes to retain CONSULTANT for the performance of said services;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

CITY, pursuant to the authority set forth at Government Code Section 36505, does hereby appoint CONSULTANT, in a contractual capacity, to perform the following services on an "on call, as needed" basis, in accordance with the terms and conditions hereinafter set forth and attached in Memorandum of Understanding (Exhibit A).

- 1) RECORDS All records produced by CONSULTANT during the course of your work under this agreement are and at all times shall remain the property of the CITY. CONSULTANT shall assemble these records in an orderly fashion and store same, for at least three years, in a mutually agreed upon location so that they may be reasonably available to the public or to the officials of CITY as required. Copies of records shall be provided to the City from time to time, as requested.
- 2) TERMINATION This Master Agreement may be terminated at will by either party with or without cause upon 30 days written notice.
- 3) GENERAL CONDITIONS
  - a) CITY shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by CONSULTANT performing services hereunder for CITY.

b) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

Limitation of Indemnification. Notwithstanding any provision of this [Indemnification] to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

The provisions of this section do not apply to claims occurring as a result of City's sole

The provisions of this section do not apply to claims occurring as a result of City's sole or active negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

c) CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees. Refer to Exhibit "B", INSURANCE REQUIREMENTS FOR CONSULTANTS, attached hereto and thereby made a part of this contract. 4) **NOTICES** - For purposes hereof, unless otherwise provided in writing by the parties hereto, the address of the CITY and the proper person to receive any notice on the CITY'S behalf is:

Police Chief City of Sebastopol 6850 Laguna Park Way Sebastopol, CA 95472

For the purposes hereto, unless otherwise provided in writing by the parties hereto, the address of CONSULTANT and the proper person to receive any notice on the CONSULTANT'S behalf is:

Christy Davila West County Community Services 16390 Main St, Guerneville, CA 95446

- 5) ARBITRATION All claims, disputes, and other matters in question between the parties to this AGREEMENT, or breach thereof, may be decided by arbitration in accordance with the then-most current rules of the American Arbitration Association, if the parties mutually agree.
- 6) MISCELLANEOUS
  - a) The titles used in this agreement are for general reference only and are not a part of the Agreement.
  - b) This Agreement shall be interpreted as though prepared by both parties.
  - c) Any provision of this agreement held to violate any law shall not invalidate the remainder of this Agreement.
  - d) This Agreement shall be interpreted under the laws of the State of California.
- 7) TERM OF AGREEMENT This Agreement shall remain in effect for an initial term of 1 (one) year. Extension of the agreement may be made upon mutual agreement of the parties hereto and with City Council approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CONSULTANT
West County Community Services
Christy Davila

# EXHIBIT A MEMORANDUM OF UNDERSTANDING



# Memorandum of Understanding

# **Introduction:**

This Memorandum of Understanding (Agreement) stands as evidence that West County Community Services (WCCS) will work collaboratively to provide Homeless Outreach services.

**Term**: 07/01/2025 to 06/30/2026.

**Funding Amount:** \$40,000 for .5 FTE

# **Program Description:**

Under the general direction of the Homeless Services Manager, the Outreach Coordinator will support citywide efforts (faith based, non-profit, business, governmental), as well as provide hands-on services to people without homes in Greater Sebastopol.

# City of Sebastopol Agrees to Provide:

- Funding for 0.5 FTE position and related program costs
- City resources dedicated to solving Homelessness
- Monthly project status updates
- Prompt monthly payment

# **WCCS Agrees to Provide:**

- Refer people without homes to Coordinated Entry as appropriate
- Represent WCCS at relevant meetings
- Develop relationships with clients and connect them to services
- Stay current about homeless service system in Sonoma County
- Connect people without homes to housing options
- Develop volunteer/civic engagement opportunities around homelessness
- Support Safe Parking efforts



# **Indemnification:**

Each party is an independent entity, responsible for its acts and the acts of its officers, agents and employees. Consequently, each party agrees to indemnify, defend and hold harmless the other party, its officers, agents and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this agreement.

# **Confidentiality:**

The parties shall maintain the confidentiality of information gathered and all records generated during the period of this agreement pursuant to applicable Federal and State laws. This does not prohibit staff from reporting suspected neglect or abuse of participants to agencies as required by law.

Signatures:		
X		
Sean McDonagh Sebastopol Chief of Police		
X Christy Davila		
WCCS Executive Director		
 Mayor Stephen Zollman		



# Memorandum of Understanding

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# **Program Description:**

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# City of Sebastopol Agrees to Provide:

- Funding not to exceed \$40,000 for XXX Hours and related program costs (what is this referring to/need specifics?)
- City resources dedicated to solving Homelessness (needs specifics)
- Monthly project status updates (What is this referring to/need specifics?)
- Prompt monthly payment

# **WCCS** Agrees to Provide:

- 0.5 FTE position
- Refer people without homes to Coordinated Entry as appropriate
- Represent WCCS at relevant meetings
- Develop relationships with clients and connect them to services
- Stay current about homeless service system in Sonoma County
- Connect people without homes to housing options
- Develop volunteer/civic engagement opportunities around homelessness
- Support Safe Parking efforts



# 1. Client Engagement & Coordinated Entry Referrals

- WCCS will refer a minimum of [X] individuals per month experiencing homelessness to the Sonoma County Coordinated Entry system.
- WCCS will maintain and submit documentation of all referrals, outcomes, and follow-up efforts.
- WCCS will establish and manage a caseload of active clients, providing monthly engagement and progress reports on service connections.

# 2. Community & Interagency Representation

- WCCS staff will attend relevant meetings ss a representative of the City related to homeless outreach services.
- A monthly summary report will be provided to the City outlining meeting attendance, key decisions, and action items relevant to City priorities and homelessness services.

# 3. Ongoing City Coordination

• WCCS will maintain weekly check-in meetings with designated City staff to align priorities, share updates, and troubleshoot issues.

# 4. Housing Navigation Support

- WCCS will assist a minimum of [X] clients per quarter in initiating or completing the housing application process.
- WCCS will coordinate with local housing providers, landlords, and case managers to facilitate successful placements and housing retention support.
- Progress toward housing goals will be included in quarterly reporting to the City.

# 5. Volunteer & Civic Engagement Activities

- WCCS will organize at least one community volunteer or civic engagement opportunity per quarter aimed at supporting or raising awareness about homelessness (e.g., service days, hygiene kit drives, educational sessions).
- WCCS will recruit and coordinate with at least [X] volunteers per quarter, and report on participation numbers and outcomes.

# 6. Safe Parking Program Support



- WCCS will provide ongoing support to participants in the City's Safe Parking Program through weekly check-ins, case management support, and referral to appropriate services.
- WCCS will maintain current records on participants, services provided, and housing progress.

# 7. Reporting & Accountability

• WCCS will submit monthly reports to the City detailing progress on all deliverables, challenges encountered, and measurable outcomes.

# **Indemnification:**

Each party is an independent entity, responsible for its acts and the acts of its officers, agents and employees. Consequently, each party agrees to indemnify, defend and hold harmless the other party, its officers, agents and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this agreement.

# **Confidentiality:**

Signatures:

The parties shall maintain the confidentiality of information gathered and all records generated during the period of this agreement pursuant to applicable Federal and State laws. This does not prohibit staff from reporting suspected neglect or abuse of participants to agencies as required by law.

X	
Sean McDonagh Sebastopol Chief of Police	
Z ·	
X	
Christy Davila WCCS Executive Director	



Changed to be signed by Mayor



# EXHIBIT B City of Sebastopol Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

# MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation insurance, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - (Not required if consultant provides written verification that it has no employees)
- 4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.
  - If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

#### **Primary Coverage**

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance

coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

# **Notice of Cancellation**

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

# Waiver of Subrogation

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

# **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

# **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

# **Verification of Coverage**

Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

# **Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

# Special Risks or Circumstances

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



# Memorandum of Understanding

#### I. Introduction

This Memorandum of Understanding (Agreement) stands as evidence that West County Community Services (WCCS) will work collaboratively to provide Homeless Outreach services. Term: 07/01/2024 to 06/30/2025. Funding Amount: \$40,000 for ½ of 1.0 FTE (the other portion to be paid by other sources)

# II. Program Description

Under the general direction of the Director of Housing and Homeless services, the Outreach Coordinator will coordinate citywide efforts (faith based, non-profit, business, governmental), as well as provide hands-on services to people without homes in Greater Sebastopol.

# City of Sebastopol Agrees to Provide:

- 1. Funding for 0.5 FTE position and related program costs
- 2. City resources dedicated to solving Homelessness
- 3. Monthly project status updates
- 4. Prompt monthly payment

# WCCS Agrees to Provide:

- 1. Refer people without homes to Coordinated Entry as appropriate
- 2. Represent WCCS at relevant meetings
- 3. Take leadership role in homeless services
- 4. Develop relationships with clients and connect them to services
- 5. Learn about homeless service system in Sonoma County
- 6. Connect people without homes to housing options
- 7. Connect people to supportive services: SDI, housing vouchers, employment, IDs, etc.
- 8. Develop citywide services matrix to inform both housed and unhoused communities as to what type and availability of services
- 9. Increase citywide understanding of rules/laws around homelessness
- 10. Develop volunteer/civic engagement opportunities around homelessness
- 11. Support Safe Parking efforts.



# III. Term

The term of this Agreement shall be July 1, 2024 to June 30, 2025

#### IV. Indemnification

Each party is an independent entity, responsible for its acts and the acts of it's officers, agents and employees. Consequently, each party agrees to indemnify, defend and hold harmless the other party, its officers, agents and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this agreement.

# V. Confidentiality

The parties shall maintain the confidentiality of information gathered and all records generated during the period of this agreement pursuant to applicable Federal and State laws. This does not prohibit staff from reporting suspected neglect or abuse of participants to agencies as required by law.

Don Schwartz,

IX. Signatures

Ron Nelson,

Sebastopol Police Chief

8/14/2024

Police Chief City Manager, City of Sebastopol 8/14/2024

Christy Davila,

WCCS Executive Director

Date: 8/12/2024



# **Memorandum of Understanding**

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IX. Signatures

City of Sebastopol

Date: 9-11-23

Tim Miller, Executive Director

Date: 9/8/2023

WCCS - Sebastopol Homeless Outreach	2024			2025						
DATA POINTS	October	Nov	Dec	Jan	Feb	March	April	May	June	Cumulative/Non- Cumulative
# Of People Served	4	4	14		20	19	24	28		non-cumulative
# Entered into Coordinated Entry	4	1	1		1	2	2	3		non-cumulative
# Entered into Shelter	0	0	3		0	0	0	0		non-cumulative
# Moved into Permanent Supportive Housing (PSH) or Permanent Housing	1	0	1		0	4	2	2		non-cumulative
# Increased access to Health Services	2	0	6		2	5	6	3		non-cumulative

	FY23										FY24				-Y24		
DATA POINTS	July	Aug	Sep	0ct	Nov	Dec	ınua	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
# Of new people contacted (un-duplicated number)	14	11	15	16	20	13		6	26	14	6	5	8	4	7	8	11
# Of camps citywide	6	5	6	6	7	8		6	4	13	16	10	4	2	3	3	2
# Of camps pre sweep	NA	NA	NA	NA	NA	NA		NA	NA	NA	NA	NA	NA	NA	NA	4	NA
# Of RVs on Morris St , Laguna Pkwy & Palm St., or other areas in Sebastopol	0	2	0	4	3	4		3	7	14	11	2	3	2	2	3	1
# of other vehicles Morris St, Laguna Pkwy & Greater seb. area	5	2	5	5	4	6		8	16	21	23	4	5	2	3	4	4
# Of people housed by WCCS (shelters, ACS/NCS, family)	8	17	27	31	40	48		50	51	54	55	56	57	61	63	65	68
# Of people displaced (returning to Morris)	4	4	6	5	6	6		1	2	4	1	3	2	2	1	1	1
# Referrals/requests for outreach service (Seb.City, SPD, and community)	14	8	15	14	7	8		17	15	6	3	4	8	4	6	1	4
# Of Housing referrals	8	9	24	18	17	13		5	1	1	1	1	1	3	3	2	8
# Food Assistance/referrals	5	8	10	15	17	20		8	10	5	7	2	2	5	5	3	3
# of people accessing benefits (SNAP, Cal-Fresh,UI Benefits, SSI, GA,)	2	3	3	5	3	4		3	5	12	8	2	2	2	3	2	1
# Of healthcare referrals (includes IMDT refs)	4	4	3	2	3	2		2	1	10	2	1	1	2	1	2	2
# Expired Registrations (Morris and Laguna, & Greater Seb. Area)	6	3	2	1	2	3		3	3	0	6	4	1	1	3	1	2
# Registration Renewals (WCCS fund req. submitted )	4	7	9	9	11	2		0	1	1	1	1	0	1	1	0	0
other types of assistance (Zoom appts, other programs/services) ie taking people to court, etc	4	4	5	6	5	3		2	5	2	2	2	5	2	1	1	2
# Of Volunteers hours (6 vol. x 9 wks. x 4hr shifts)	0	0	0	0	0	0		0	0	0	0	0	0	3	0	0	0
Community Engagement Mtgs (SAVS, WCHA, City Council, neighborhood meetings)	4	5	6	5	3	2		10	4	3	2	2	3	2	5	1	1
# of people who became un-housed in sebastopol	5	5	12	11	11	7		2	4	6	1	1	1	3	0	1	3
# of people who lost housing in cities other than sebastopol	8	6	5	4	8	6		1	4	2	2	3	2	1	2	3	0
# of people enrolled in Coordinated Entry									12	9	6	8	6	4	5	1	5