

CITY OF SEBASTOPOL CITY COUNCIL

AGENDA ITEM REPORT FOR MEETING OF: December 16th, 2025

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To: Honorable Mayor and City Councilmembers
From: Sean McDonagh, Chief of Police
 Responsible Department: Police
Subject: Approval of Memorandum of Understanding (MOU) Between the County of Sonoma and the City of Sebastopol Regarding Homeless Outreach Services (HEART Pilot Program)

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RECOMMENDATIONS:

That the City Council adopt a resolution to approve a Memorandum of Understanding (MOU) between the County of Sonoma and the City of Sebastopol to establish the roles and responsibilities of the parties in providing outreach and engagement services for individuals experiencing homelessness within the incorporated and unincorporated areas of the city as part of the HEART pilot program.

EXECUTIVE SUMMARY:

This item requests Council approval of a Memorandum of Understanding (MOU) with the County of Sonoma to pilot a dedicated outreach and engagement effort focused on individuals experiencing homelessness within Sebastopol and its surrounding unincorporated areas.

The MOU formalizes a partnership in which the County will assign one personnel from the Homeless Encampment Assistance and Resource Team (HEART) to work within the city to connect unhoused individuals to supportive services.

Sonoma County recently received favorable approval from its legal counsel regarding the MOU and the parties are ready to coordinate a commencement date for HEART personnel to begin operations within the Sebastopol Police Department.

PROCESS OF AGENDA ITEM (REGULAR AGENDA):

As a regular agenda item, the following process will be observed:

1. If desired by the council, presentation of the agenda item by the Police Chief.
2. Questions and discussion from Councilmembers.
3. Public comment period for members of the community to provide input.
4. Council deliberation and motion to approve, deny, or modify the recommendation.

This ensures thorough review and discussion of program details, operational considerations, and IT compliance requirements prior to Council action.

BACKGROUND

Sebastopol continues to experience impacts related to homelessness and has actively collaborated with County agencies and community partners to provide coordinated and compassionate services to unhoused individuals.

The HEART program, managed by Sonoma County's Department of Health Services, Homelessness Division, provides targeted outreach, case management, and connection to housing and supportive services for unsheltered individuals. Discussions in 2024 between the City and County led to the development of this MOU to assign dedicated HEART personnel to Sebastopol on a pilot basis.

DISCUSSION:

The MOU formalizes a partnership where HEART personnel will:

- Engage with unhoused individuals in Sebastopol and surrounding unincorporated areas.
- Connect individuals to housing navigation, behavioral health, coordinated entry, shelter access, and other social services.
- Collaborate closely with the Sebastopol Police Department, West County Community Services (WCCS), and other community partners for outreach coordination and data tracking.

Current Status:

- Sonoma County has received favorable legal counsel review of the MOU and the Sonoma County Department of Health Services has forwarded their approved MOU 12/03/2025 to the city.
- A commencement date for HEART personnel assignment will be established between the city and the county.
- As part of Department of Justice (DOJ) requirements, HEART personnel will require independent IT equipment separate from the city network and complete livescan fingerprinting and training requirements to function within the confines of the Sebastopol Police Department, unescorted.
- Office space has been allocated by Sebastopol Police Dept. administration, suitable for the functions of the HEART personnel and their role.

STAFF ANALYSIS:

Approval of the MOU supports the City's coordinated, humane response to homelessness and strengthens collaboration with County agencies, WCCS, and local nonprofits. The pilot program will allow both the City and County to evaluate the effectiveness of embedding HEART personnel within Sebastopol. IT compliance and operational independence have been accounted for to meet DOJ requirements.

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. 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

FISCAL IMPACT:

There are no direct costs associated with approval of the MOU, and the County will be paying for the he cost of the Heart Program personnel. Some police department staff time will be necessary as part of the project, which is included within existing departmental budgets.

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 received numerous complaints related to Elderberry Commons which have been included in the statistics above. Staff anticipates additional public comments upon the posting of this agenda report. If staff receives public comment from interested parties 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.

RESTATED RECOMMENDATION(S):

That the City Council approve and authorize the Interim City Manager to execute the attached MOU between the County of Sonoma and the City of Sebastopol, establishing roles, responsibilities, and operational parameters for HEART personnel assignment and engagement within Sebastopol.

OPTIONS:

1. Approve the MOU and authorize the Interim City Manager to execute it.
2. Deny approval and provide alternative direction to staff regarding the pilot program.

ATTACHMENTS:

- Memorandum of Understanding (MOU)
- Resolution

APPROVALS:

Department Head Responsible for Agenda Item:

Approval Date:

CEQA Determination (Community Development/Planning):

Approval Date: N/A

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines. (Emi – is this language correct?)

Administrative Services (Financial):

Approval Date:

Costs authorized in City Approved Budget: Yes ☐ No ☐ N/A

Account Code (if applicable) (Please list which account the funds are to be allocated from:

City Attorney Approval

Alex Mog

Approval Date:

Acting City Manager Approval:

Mary Gourley

Approval Date:

MEMORANDUM OF UNDERSTANDING

Between
County of Sonoma
and
City of Sebastopol
(Version 2025 Aug 11)

This Memorandum of Understanding (hereinafter "MOU"), dated as of _____, 2025 (hereinafter "Effective Date") is by and between the County of Sonoma (hereinafter "County") and City of Sebastopol (hereinafter "City").

The purpose of this MOU is to establish the roles and responsibilities of the parties in the County's providing staff to engage individuals experiencing homelessness within the incorporated and unincorporated areas of City.

1. County Roles and Responsibilities

1.1 Provide one Senior Client Support Specialist from the Homeless Encampment Assistance and Resource Team (HEART) to operate within the incorporated and unincorporated areas of City. Some overlap may occur with regular Joe Rodota Trail HEART outreach activities.

1.1.1 This Client Support Specialist position is a temporary role designed to pilot the impact of having an embedded worker assigned to a specific region

1.2 Engage individuals experiencing homelessness and navigate them to available services. Services include but are not limited to behavioral health support, coordinated entry enrollment, housing navigation, shelter, and other social services programs.

1.2.1 The Senior Client Support Specialist shall focus on areas that are deemed problematic and have a higher need for service.

1.2.2 The Sebastopol Police Department shall assign areas to cover and situations to pursue as needed.

1.2.3 The Client Support Specialist shall be fingerprinted and shall complete the NexTest, *Level 1 CLETS* access training prior to accessing non-public areas of the Sebastopol Police Department. The City shall facilitate the completion of these requirements by the Client Support Specialist.

1.3 Coordinate service delivery with the Sebastopol Police Department, West Community County Services (WCCS), and partnering agencies serving the City of Sebastopol and surrounding unincorporated area.

1.3.1 The Senior Client Support Specialist shall coordinate and assist with the navigation service delivery and focus areas with West County Community Services (WCCS) and the Sebastopol Police Department on a daily basis.

1.4 Track all client engagements and outcomes. The Senior Client Support Specialist shall complete the "Outreach Engagement" form with any homeless individual who is willing to accept services.

1.5 Complete the “Encampment Outreach” document for the general area of City, which includes multiple identifying factors, including but not limited to, the total number of homeless individuals observed, how many people accepted or declined services, and if they were interested in shelter.

1.6 Track data collected from the “Outreach Engagement” and “Encampment Outreach” documents so that it is available for regular monthly reporting, if requested.

1.6.1 All individuals who receive services have the right to confidentiality and are protected under privacy laws. The Senior Client Support Specialist shall not be able to provide any details about specific homeless individuals with entities not indicated on the Interdepartmental Multi-Disciplinary Team (IMDT) Release of Information (ROI) form, which includes the City and the Sebastopol Police Department.

2. City Roles and Responsibilities

2.1 Provide a regular contact in the City to assist in the direction of the Senior Client Support Specialist’s work.

2.2 Provide a workspace with access to the internet and adequate office resources.

2.3 Provide a radio to coordinate activities with Sebastopol Police Department.

2.4 Provide at least 1 ride-along and/or tour orienting the Senior Client Support Specialist to the City high needs areas and problems of primary concern related to homelessness.

3. Payment

No payment shall be made to either party. The parties agrees that at all times and for all purposes relevant to this MOU, the County shall remain the sole and exclusive employer of the Client Support Specialist. County agrees to provide labor and employee costs associated with the Senior Client Support Specialist. County also agrees to provide the Senior Client Support Specialist with a vehicle, fuel, laptop, cellphone, and other work-related expenses at no expense to City.

Other costs may arise throughout the duration of this MOU. When possible, the Senior Client Support Specialist shall attempt to use existing homeless programs to support these needs, but when there are no existing programs, the County and City shall split these costs 50:50. The Senior Client Support Specialist shall send request for purchase to HEART Program Manager for verification of costs and need. The request shall then be sent to the Department of Health Services (DHS) Director and City Manager for final approval to procure.

4. Independent Parties

City and County shall at all times be considered independent parties, and neither party, by virtue of this MOU or otherwise, shall be considered or asserted to be an employee, contractor, subcontractor, partner, joint venturer, representative, or agent of the other party.

5. Communication

All notices and reports shall be made in writing and should be addressed to:

County Contact	City Contact
Chris Inclan Health Program Manager Homeless Encampment Assistance & Resource Team (HEART) Homelessness Division Department of Health Services County of Sonoma 1450 Neotomas Ave, Suite 115 Santa Rosa, CA 95405 Phone: (707) 565-4032 Cell: (707) 914-6447 Email: chris.inclan@sonomacounty.gov	Mary Gourley Interim City Manager City of Sebastopol P.O. Box 1776 Sebastopol, CA 95473 Phone: (707) 823-1153 Email: mgourley@cityofsebastopol.gov

6. Term of MOU

6.1. The term of this MOU shall be from this MOU's Effective date through ninety (90) days after this MOU's Effective Date. This MOU may be extended up to six (6) months based on mutual agreement between County and City via a formal amendment process.

6.2. Either party may terminate this MOU for convenience and without cause upon 30 days' advance written notice.

7. Confidentiality

Both parties agree to maintain the confidentiality of all patient medical records and client information in accordance with all applicable State and Federal laws and regulations.

8. Dispute Resolution

If any conflicts or disputes arise between the two parties, involved staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties and any client or patient involved.

9. Indemnification

Each party agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release the other party (including its supervisors, officials, officers, agents, and employees) from and against any and all actions, claims, damages, disabilities, or expenses (including costs and attorney fees) that may be asserted by any person or entity, including the indemnifying party, resulting from indemnifying party's acts, errors, omissions, and/or willful misconduct arising out of or in connection with the performance of this MOU. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for indemnifying party or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnification provision survives termination of this MOU with respect to issues arising hereunder.

10. Extra or Changed Work

Extra or changed work or other changes to the MOU may be authorized only by written amendment to this MOU, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive MOU requirements. Failure of City to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the MOU price or MOU time due to such unauthorized work and thereafter City shall be entitled to no compensation whatsoever for the performance of such work. City further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

11. Statutory Compliance/Living Wage Ordinance

City agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this MOU as they exist now and as they are changed, amended or modified during the term of this MOU. Without limiting the generality of the foregoing, City expressly acknowledges and agrees that this MOU is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the MOU will be considered a material breach and may result in termination of the MOU or pursuit of other legal or administrative remedies.

12. Merger

This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU. Each party acknowledges that, in entering into this MOU, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this MOU. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.


City of Sebastopol:

Mary Gourley, Interim City Manager
City of Sebastopol

Dated

COUNTY OF SONOMA:

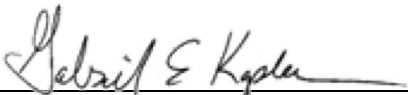
Approved; Certificates of Insurance on File with County:



Nolan Sullivan, Director
Department of Health Services

12/03/2025
Dated


Approved as to Substance:



Division Director or Designee

12/03/2025
Dated

Approved as to Form:



County Counsel

Dated

Approved as to Substance:



Privacy & Security Officer

11/14/25
Dated

Exhibit A. Schedule and Coordinating Services

County Schedule

The Senior Client Support Specialist shall be assigned to work in incorporated and unincorporated areas of the City Monday–Friday during the hours of 9:00 am and 4:00 p.m. The Senior Client Support Specialist shall not be available to perform duties during regularly scheduled mandatory meetings, trainings, approved vacation, County holidays, and sick time. When the Senior Client Support Specialist is unavailable due to pre-scheduled leave, additional County staff shall not be assigned. The Senior Client Support Specialist's schedule is subject to change based on HEART program needs, along with the needs of the area being supported.

Coordinating Services

County and City shall coordinate services with partnering agencies and the Sebastopol Police Department. Examples of potential duties that County shall support include:

- Meeting with individuals to navigate various services.
- Attending coordination meetings with local service providers, non-profits, faith-based, and local government providers to assist with issues related to homelessness.
- Creating an inventory of local resources, Permanent Supportive Housing sites, food pantries, and other homeless related resources in the city.
- Providing encampment outreach.
- Conducting outreach with law enforcement.
- Transporting clients when needed.
- Assisting with maintaining the sub-regional by names list.
- Making recommendations on programs, gaps, and resources needed to City and County leadership.
- Entering data into the Homeless Management Information System (HMIS).
- Facilitating potential referrals to County homeless or behavioral health programs.
- Meeting with constituents or residents to address homeless related concerns.

CITY OF SEBASTOPOL
RESOLUTION NO. XXXX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SEBASTOPOL AND THE SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES FOR THE DEPLOYMENT OF A H.E.A.R.T. PERSONNEL ASSIGNED TO THE SEBASTOPOL POLICE DEPARTMENT AS A PILOT PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU

WHEREAS, the City of Sebastopol and the Sonoma County Department of Health Services (DHS) share a common interest in improving public health, safety, and crisis response outcomes within the community; and

WHEREAS, the Sonoma County Health Emergency Assessment & Response Team (H.E.A.R.T.) program provides trained behavioral-health professionals who work collaboratively with law enforcement to respond to mental health crises, social service needs, and related calls for service; and

WHEREAS, the Sebastopol Police Department experiences a significant number of calls involving mental health crises, substance-use incidents, welfare checks, vulnerable populations, and individuals requiring health or social service intervention; and

WHEREAS, embedding a DHS H.E.A.R.T. personnel within the Sebastopol Police Department will enhance the City's ability to safely and effectively respond to behavioral-health related incidents, connect individuals to appropriate services, reduce repeat calls for service, and improve outcomes for residents in crisis; and

WHEREAS, Sonoma County DHS has proposed a partnership with the City of Sebastopol to launch a pilot program assigning one (1) H.E.A.R.T. personnel to work within the Sebastopol Police Department, providing in-field response, follow-up case coordination, outreach services, and interagency support; and

WHEREAS, staff have negotiated a Memorandum of Understanding (MOU) outlining the roles, responsibilities, reporting expectations, supervision model, liability provisions, fiscal terms (if any), and evaluation criteria for the pilot program; and

WHEREAS, the proposed MOU enhances interagency coordination, supports the City's public safety and community well-being goals, and aligns with the City Council's priorities of strengthening public safety response and expanding service-based alternatives; and

WHEREAS, entering into this MOU requires formal approval by the City Council and the authorization for the City Manager to execute the agreement on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol hereby approves the Memorandum of Understanding between the City of Sebastopol and the Sonoma County Department of Health Services for the deployment of a H.E.A.R.T. personnel assigned to the Sebastopol Police Department as a pilot program, in substantially the form presented to the City Council and on file with the City Clerk.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute the MOU, make minor and non-substantive amendments as necessary, and take all actions needed to implement the pilot program.

IN COUNCIL DULY PASSED, APPROVED AND ADOPTED this 16th day of December, 2025.

VOTE:
AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED: _____
Mayor Jill McLewis

ATTEST: _____
Mary Gourley, Interim City Manager/City Clerk, MMC

APPROVED AS TO FORM: _____
Alex Mog, City Attorney