



TULARE CARES TEMPORARY ENCAMPMENT AREA

Rules and Regulations 2023

The Tulare Cares Temporary Encampment is a City of Tulare-sponsored area intended to increase the safety and health of individuals in our community experiencing homelessness. A series of initiatives and services are offered to individuals choosing to camp at the identified site, all designed to our homeless population's immediate and critical needs, while at the same time working to empower our homeless population with the tools that they need to navigate their way back to a healthy and productive life and become self-sufficient.

Tulare Cares is located at the northeast corner of South "O" Street and East Walnut Avenue. It provides unsheltered individuals with a safe, accommodating, and well-managed temporary encampment area. This dedicated space for people experiencing homelessness may also create relief for downtown businesses, public works, law enforcement, parks and trails as well as public spaces such as sidewalks and alleyways so that these places may be used for their intended purposes.

Overview

Tulare Cares is designed to provide a safe camping area for people experiencing homelessness with access to basic amenities including running water, restrooms, multi-day food and hygiene service, communal areas, and storage, as well as access to Case Managers, a mobile care clinic, and team of social service workers and substance abuse staff. Unhoused guests, along with their pets, may begin utilizing this space "by invitation only" on January 25th, 2023, depending on weather conditions.

Tulare Cares is open 24 hours a day, seven days a week. Guests are required to register to camp and receive access to services. City of Tulare Parks and Recreation staff is responsible for monitoring the occupancy level to ensure the total population does not exceed 139 (not including double occupancy). Parks and Recreation staff is also responsible for the encampment's operations, and is supported by security personnel. Check-in hours are weekdays between 3pm and 6pm, with variances allowed for those who work or have other verifiable appointments.

This facility is intended to accommodate individual tents which are provided by the City, no personal tents are allowed.

In addition, each person wishing to stay at the encampment will be asked to sign a Good Neighbor Agreement which will outline expectations for behavior and consequences if expectations are not met. Each resident will be expected to provide volunteer service at the encampment to help keep it clean and tidy, depending on circumstances and capability.

Facilities

The site offers a number of facilities for guest use, including portable toilets, tents, and hand washing stations on site, with mobile showers available to guests generally three (3) days per week. It also has electrical outlets, picnic tables, trash bins, trash receptacles and storage facilities for personal items, as well as some parking for vehicles located across South "O" Street. Pets are required to be kept at their owners' assigned tent area and only two pets per camp site are permitted. Pets are required to remain on leashes or tethered at all times. Garbage collection service is also provided.

Staffing

Tulare Cares provides the following staffing levels for organizational purposes however personal security is not guaranteed:

- On Site Security Guard (Daily from 10:00pm to 6:00am)
- Part Time Case Managers
- Tulare Parks and Recreation Monitoring
- Tulare Police Department Patrols
- Tulare Code Enforcement Patrols

A part-time professional case manager will administer our mental health referral support system. Tulare Cares is committed to working with other organizations on getting unhoused individuals into housing and providing the support they need as they work toward self-sufficiency.

Transportation

Transportation is generally not provided to guests of the encampment. However, in limited circumstances, and subject to resource/staff availability, some limited transportation services for guests will be made available on an as needed, issue-specific basis.

Accountability Partner Program

The Tulare Cares Accountability Partner Program is a program all guests of the facility are immediately enrolled in when they join the facility. The program helps ensure that

guest feels welcome, connected and are given access to resources to assist them in achieving permanent housing, medical, psychiatric and addiction services in an efficient manner.

Upon entering the Tulare Cares facility, an unhoused individual is required to participate in an intake process, performed by Tulare Parks and Recreation staff. The intake process includes the following:

- Within 96 hours of the initial intake, a part time Case Manager will provide that guest with assessment review.
- The Case Manager will identify any barriers which the person has identified (No Identification, Transportation etc.) and refer that person on to the Accountability Partner Team.
- The team member and the guest will have a weekly meeting to review their progress on the accountability plan.

Case managers will be responsible for assisting the guest in a manner that does not allow a guest to feel unconnected to service providers, provides a sense of community and attempts to identify and find solutions to any possible gaps in services.

Homeless Outreach Team

Tulare Cares provides a Homeless Outreach Team. The homeless outreach team is made up of HALO (Homeless Assistance Liaison Officers) Tulare Code Enforcement Officers and the Tulare Police Department.

The team is specially trained to respond to calls placed by the community, City or other service providers who may be or unaware of the services they can access.

- The primary goal is to provide the community with an immediate response when issues associated with unhoused individuals are identified.
- The team also aids emergency service providers having to deal with non-criminal nuisance complaints. On a limited basis, and as staffing/resources are available, the team provides safe transportation for the client to sheltering /encampment/ service providers.
- The team is intended to provide the City's unhoused population with trained individuals immediately aware of resources directly effecting their immediate needs.
- The team always emphasizes treating the unhoused population with dignity and respect.

The Team Non-Emergency Line is:
(559) 684-4290 or 687-2288

The Team Emergency Line is:
911

Policies and Procedures

The Tulare Cares service delivery model emphasizes provision of the basic needs to unhoused individuals in order to get them off the streets. It prioritizes the provision of at least basic needs FIRST so that street dependent people can more easily access other services (i.e. housing programs, substance use treatment programs, mental health support programs). In practice, this means individuals will be encouraged to participate in available programs but will not be required to do so.

The following standards have been established for guests of the facility:

- Sobriety is not required for a guest to stay at the site. However, no illegal drug use is allowed on the premises at any time.
- Each invited individual that comes to the facility will have a formal intake and registration interview with a Tulare Parks and Recreation member, but will not be denied service if they simply do not have a valid ID.
- Couples will be able to stay together at a single campsite.
- Campsites are limited to two occupants.
- Guests are prohibited from relocating or changing their designated campsite without the consent of the City.
- Guest personal items must remain within their 12' x 15' campsite or within a designated storage area. All other personal items found outside of these areas will be removed and disposed.
- No tents or other habitable structures are allowed within 10' of a fire pit.
- The City will provide one tent per campsite. Tents will remain the property of the City the use of which is granted to each guest, who is responsible for maintaining the tents in good repair and on the facility premises at all times unless otherwise noted.
- Fires are restricted to designated areas including City established fire pits and barbecue grills. Wood and charcoal are the only acceptable items allowed to burn in designated fire pits or barbecues. No burning of trash or debris is allowed.
- Limited storage space is available for guest use, although the City does not guarantee the security of any stored personal items.
- A limit of two service animals or companion pets will be accommodated per campsite. Guests are expected to keep their pets secure at all times and will also be expected to clean up after their animals.
- City will provide a 4' dog leash and stake or tether (two per campsite)
- All guests of the facility must meet the Federal Department of Housing and Urban Development's definition of Homeless, or they will not be allowed to stay at the facility.
- Overnight visitors are prohibited.
- All guests must be age 18 or older.
- The City does not provide medical services to guests. Individuals must be ambulatory and not require hospital or nursing home care (i.e. be able to care for their own medical conditions).

- The City strictly maintains a policy of non-violence. Any individuals that engage in violent behavior at the facility will be immediately removed and permanently banned from the facility.
- All guests must agree not to use or sell drugs or any illegal substances on the premises. Any individual found to have used or sold drugs or any illegal substances will be immediately removed and permanently banned from the facility.
- Consumption of alcohol or cannabis that leads to drunken or disorderly behavior will not be tolerated and may be grounds for removal. Alcohol and cannabis may only be consumed at your assigned tent location. The consumption of alcohol or cannabis is not permitted in any common areas.
- All guests must agree to treat other guests, staff and the property with appropriate respect. Guests found by City staff to be consistently disrespectful to other guests, staff or the property will be immediately removed and permanently banned from the facility.
- Vehicles are limited to one per campsite per occupant.
- Deliberate damage to City owned property is strictly prohibited and will not be tolerated.
- No overnight sleeping is permitted in vehicles.
- All guests must agree to obey fire and all other safety regulations.
- No flammable or combustible materials are permitted.

The facility is intended to first accommodate individuals who are currently participating in the City's Encampment Resolution Funding (ERF) grant program. If, after all ERF recipients have been accommodated, and assuming there is additional space available, then new residents may be permitted on a first-come first-serve basis.

Rules of Conduct

Residents must agree to follow five (3) community standards of behavior. No Criminal activity will be tolerated.

This includes:

- No violence toward yourself or others
- No illegal substances or paraphernalia on the premises or within a two-block radius
- No stealing

The rules are enforced on a "one-strike-and-you're-out basis" and all residents agree when they move in to leave voluntarily if found in violation of these rules. There is no time-limit to any member's stay as long as they are able to follow the community standards of behavior. However, it is understood that the facility is intended to be closed and all guests transferred to the Tulare Homeless Shelter once completed which is anticipated by Spring 2024.

Responsibilities of residents include:

- Visiting with case managers on a weekly basis
- Actively participate in community cleaning and trash pick-up every week.

There are varying lengths of bans from the community for violating the rules. The City will also consider working with up to three "elected arbitrators", who will be responsible to work with campers who don't follow the Rules of Conduct described above.

A tent-coordinator is the spokesperson for the tent and liaison with the encampment manager. Other guests will take turns at the intake desk and share responsibility of orienting new guests. There is also a donations coordinator, who is a resident responsible for logging and distributing donations equitably. The encampment manager must approve all donations prior to them being accepted. Donations will only be accepted at an agreed upon date / time which will be clearly posted.

Term of Stay

There will be no specified time limit on guest stays, however all guests are expected to relocate to the shelter once available.

General Security & Safety

Risks to clients, staff, volunteers, neighbors and property owners are of equal concern to the City - and we will continually evaluate and systematically address issues of risk. Concerns linking crime and safety risks with the unhoused population have been expressed in the past.

The City is dedicated to addressing these concerns through productive community dialogue, partnership and responsive agency practices. Through implementation of the Tulare Cares "Good Neighbor" policy and the use of best management practices, the City will work to mitigate the off-site impacts of the encampment site. A 500-foot buffer zone has been established around the site, within which there is no drugs or abusive language allowed. This buffer zone is enforced through the deployment of City HALO team members to patrol the area as well as provision of a 24-hour hotline for neighbors to call when issues arise.

For General Information during business hours please call:
559-684-4310

For General Information after hours & non-emergency's calls please call:
559- 687-2288

For an Emergency please call:
911

Outside Services & Community Partners

This encampment area is filling an identified gap for unsheltered adults in the City of Tulare. In addition, participation in the ERF Grant provides a four (4) hour period of access to Tulare County Health and Human Services Agency staff, chemical dependency and substance abuse programs, housing programs and many more.

In addition to the agencies and programs identified above, the City works in close coordination with Community Health Centers and Faith Based Organizations to move people into their respective rapid-rehousing programs as well. These service providers also provide food at the encampment at designated times of day, subject to staffing/resource availability. Getting people in the door is the key for moving people through stages of recovery.

City of Tulare Homeless Encampment “Good Neighbor” Participation Agreement

Waiver: In consideration for the opportunity to participate in the encampment (the “Program”), including any associated use of the premises, facilities, staff, equipment, and services of the City, you, for yourself, your heirs, your personal representatives, and your assigns, do hereby release, waive, discharge, and promise not to sue the City of Tulare, its directors, officers, employees, and agents (the “City”), from liability from any and all claims, including the negligence of the City, resulting in personal injury (including death), accidents or illnesses, and property loss, in connection with my participation in the Program and any use of City premises and facilities.

Description of Program:

The City does not and cannot guarantee your safety at the encampment but will make a reasonable effort to provide a safe environment. By signing this waiver you understand, agree, and acknowledge the following:

- You will not engage in violence to yourself or others;
- You will not threaten another person or engage in conduct that subjects a person to alarm, including but not limited to abusive or threatening language or gestures.
- You will not use illegal substances including pushing or sales allowed onsite.
- You will not vandalize, damage, or destroy any City property, including offensive littering.
- You will not possess any weapon or similar instrument, unless permitted by California law.
- You will not engage in criminal behavior as defined by the State of California or the City.
- The City may use video and audio surveillance equipment to monitor the publicly viewable areas of the program for *any* purpose.

You understand and agree that the City makes no guarantees as to security of personal property stored at the encampment and takes no responsibility for any damages or loss.

You understand and agree that the Program is not of indefinite length, and individuals may leave the encampment or Program at any time. Individuals may also be asked or compelled to leave Program for failure to comply with encampment guidelines as discussed above and the rules posted by the City. You understand and agree that staying in the encampment and participating in the Program does not grant any property rights in the public property, you are not a tenant on City property, and are not subject to any formal eviction requirements.

You understand and agree that the forgoing does not constitute an exhaustive list and the City reserves the right to create new rules and amend the rules which are subject to change at any time without notice. If you observe a violation of the rules, immediately report the incident to the staff at the encampment.

Assumption of Risks: Participation in the Program carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. You are voluntarily participating in this Program and are aware of the risks associated with traveling to/from and participating in this Program, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or

emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Program location(s). Nonetheless, you assume all related risks, both known or unknown to me, of my participation in this Program, including travel to, from and during the Program.

Indemnification and Hold Harmless: You also understand and agree to indemnify and hold the City harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, arising out of my involvement in the Program, and to reimburse it for any such expenses incurred.

Severability: You further understand and agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

Governing Law and Jurisdiction: This Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the State of California Superior Court, County of Tulare.

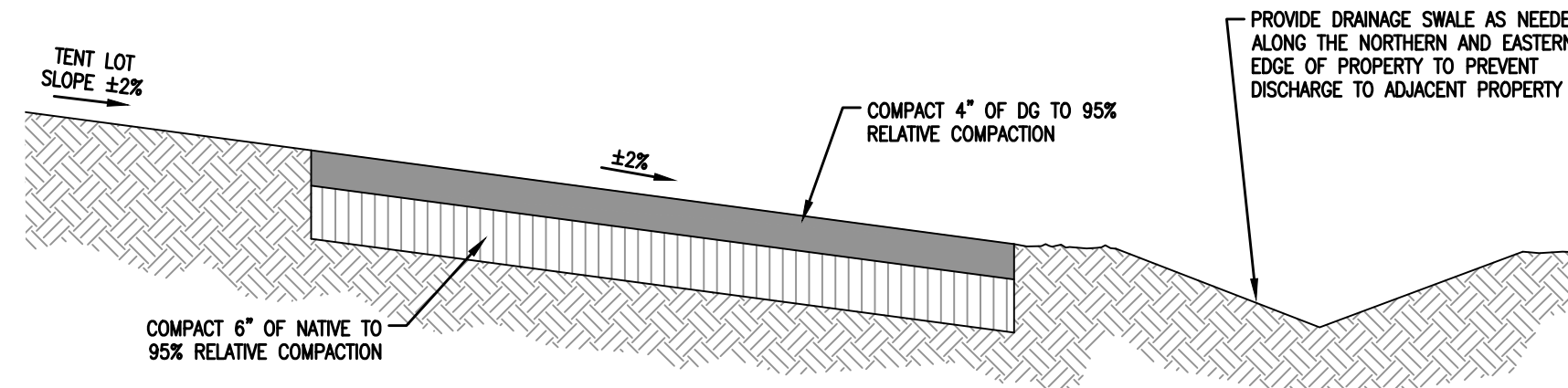
Acknowledgment of Understanding: I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing the agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant Name (print)

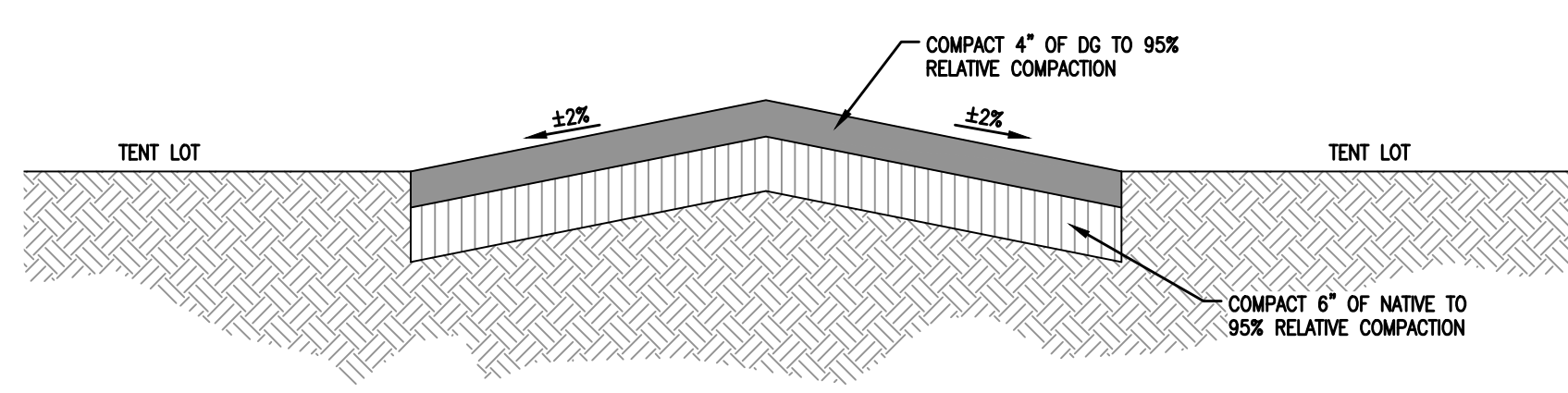
Date of Birth

Participant Signature

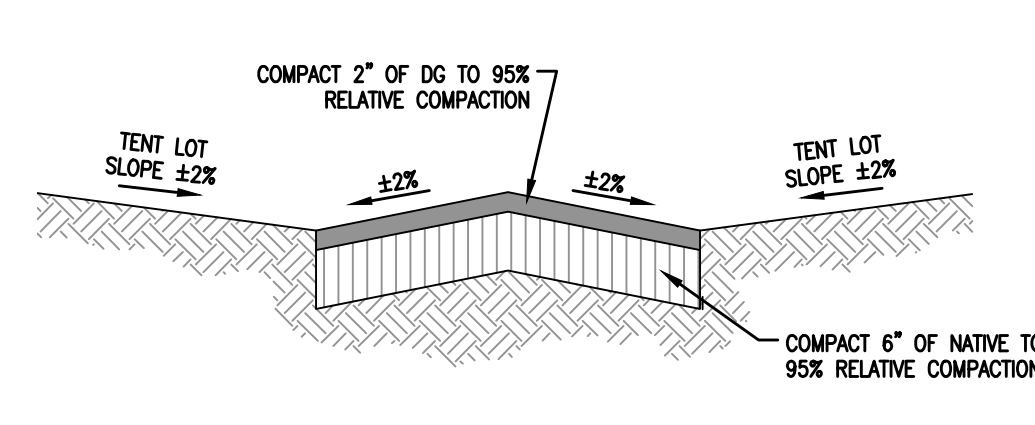
Date



DRIVE ISLE CROSS SECTION NO. 1
N.T.S.



DRIVE ISLE CROSS SECTION NO. 2
N.T.S.



WALKWAY CROSS SECTION
N.T.S.

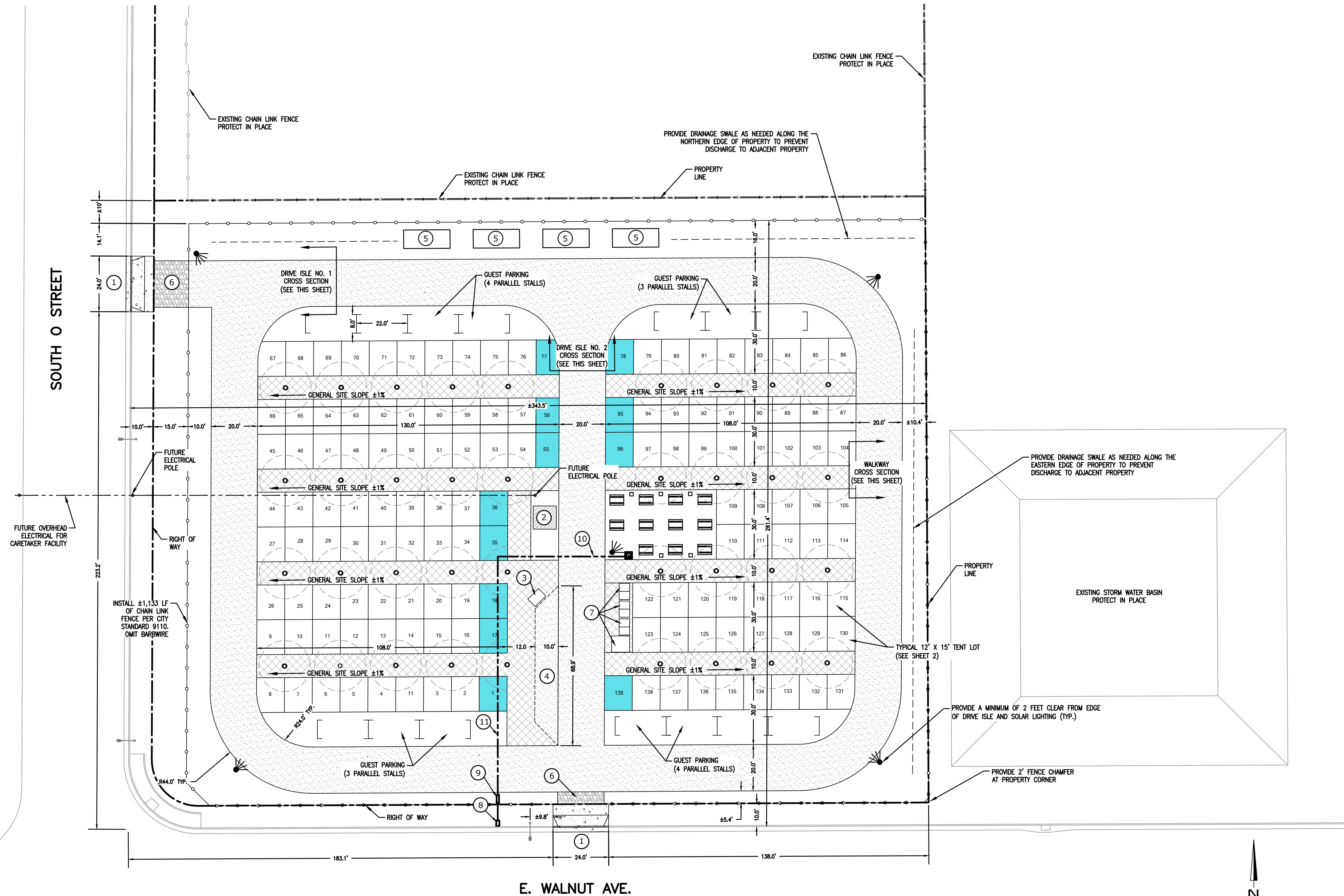
NOTES

LOT NUMBERS 1, 17, 18, 35, 36, 55, 56, 77, 78, 95, 96, AND 139
ARE TO BE RESERVED FOR INDIVIDUALS WITH REDUCED MOBILITY

LEGEND

1. INSTALL CITY STANDARD DRIVE APPROACH PER DETAIL 2115
2. FUTURE GUARD HOUSE
3. TRASH BIN
4. MOBIL SHOWER PARKING AREA
5. 20' X 8' X 8' STORAGE CONTAINER
6. INSTALL 1" GRAVEL AT ENTRANCE BETWEEN DRIVE APPROACH AND SITE. GRAVEL TO BE A MINIMUM 6" THICK.
7. PORTABLE RESTROOMS
8. EXISTING WATER SERVICE. INSTALL WATER METER AND BOX PER CITY STANDARD 6210 IF ONE DOES NOT EXIST
9. INSTALL REDUCED PRESSURE BACKFLOW PER CITY STANDARD 6415
10. INSTALL ±56 LF OF 1" SCH 40 PVC WATER LINE TO WATER FAUCET.
11. INSTALL ±103 LF OF 1" SCH 40 PVC WATER LINE.

- SOLAR SITE LIGHTING
- PARK BENCH
- PARK BBQ GRILL
- WATER FAUCET
- 4" THICK DG DRIVE ISLE
- 2" THICK DG WALKWAY
- 2 FOOT DIA FIRE PIT (DASHED LINE IS 10 FOOT OFFSET FROM OUTSIDE OF FIRE PIT)



TEMPORARY ENCAMPMENT SITE LAYOUT

OWNERSHIP OF DOCUMENTS
The undersigned hereby certifies that the designs and designs incorporated herein, as an instrument of Professional Service is the property of the City of Tulare and shall not be used, in whole or in part for any other project without written authorization.

MARK	DATE	DESCRIPTION

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App'd. By:	CITY ENGINEER
DATE	R.C.E. 43166



DRAWN BY:	DESIGNED BY:	CHECKED BY:

TEMPORARY ENCAMPMENT
NE CORNER WALNUT AND "O" ST.
168 TENT SPACES

DATE:	12/14/2022
PROJECT NO:	
DRAWING NUMBER:	
SHT	1 OF 2

