



## TULARE CARES TEMPORARY ENCAMPMENT AREA REGISTRATION PACKET

|                                    |                         |
|------------------------------------|-------------------------|
| <b>REGISTRATION FORM CAMPSITE:</b> | <b>DATE:</b>            |
| <b>GUEST INFORMATION</b>           |                         |
| <b>PRIMARY GUEST</b>               | <b>PARTNER (if any)</b> |
| First Name                         | First Name              |
| Last Name                          | Last Name               |
| Contact Number                     | Contact Number          |
| Date of Birth                      | Date of Birth           |
| <b>PET INFORMATION</b>             |                         |
| Pet Name                           |                         |
| Type                               | <b>Dog Cat</b>          |
| Gender                             |                         |
| Breed                              |                         |
| Age of Pet                         |                         |
| Spayed/Neutered                    | <b>Yes No</b>           |
|                                    |                         |
| <b>Intake Person Name</b>          |                         |

### NOTES:

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## **TULARE CARES**

### **TEMPORARY ENCAMPMENT AREA**

#### **Rules and Regulations 2023**

**(As Amended 11-01-23)**

The Tulare Cares Temporary Encampment is a City of Tulare-sponsored area intended to increase the health and safety of individuals (herein referred to as guests) in our community experiencing homelessness. A series of initiatives and services are offered to guests voluntarily choosing to camp at the identified site designed to address several immediate needs of guests. Depending upon availability, guests may utilize other tools that they need to navigate their way back to becoming self-sufficient, healthy and productive.

The Tulare Cares Encampment is located at 1370 S. O Street (the northeast corner of South "O" Street and East Walnut Avenue). It provides guests with a safe, accommodating, and well-managed temporary encampment area. This dedicated space for guests 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**

**Initials:** \_\_\_\_\_

Tulare Cares is designed to provide a safe camping area for guests with access to basic amenities which include running water, restrooms, multi-day food and hygiene services, 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. Guests, along with their pets, started utilizing this space "by invitation only" on January 25th, 2023.

Tulare Cares is open 24 hours a day, seven days a week. New guests are required to give staff a full name and a date of birth to help verify Tulare residency. A new guest must have Tulare residency over the past two years. City of Tulare General Services staff is responsible for monitoring the occupancy level, ensuring the total tent population does not exceed 167 and the total population stays under 180 (including double occupancy). General Services staff is also responsible for the encampment's operations and is supported by security personnel. Check-in hours are Monday through

Friday from 9:00am to Noon, 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 OR STRUCTURES OF ANY KIND ARE ALLOWED.**

In addition, each guest 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 GUEST WILL BE EXPECTED TO PROVIDE VOLUNTEER SERVICE AT THE ENCAMPMENT TO KEEP IT CLEAN AND,**  
**depending on circumstances and capability.**

### **FACILITIES**

Initials: \_\_\_\_\_

The site offers several facilities for guest use, including portable toilets, tents, and hand washing stations on site, with showers available to guests generally three (3) days per week. We offer one meal per day that is coordinated by Salt and Light. The facility also has electrical outlets, picnic tables, trash bins, trash receptacles and storage facilities for personal items. Garbage collection service is provided five days per week.

### **STAFFING**

Initials: \_\_\_\_\_

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

- On Site Security Guard (Daily from 6:00pm to 5:00am)
- Part Time Case Managers
- Tulare General Services Monitoring and full-time staffing
- Tulare Police Department Patrols
- Tulare Code Enforcement Patrols
- ERF Contractors to perform outreach and services coordination.

Case Managers with community-based organizations will maintain a caseload, which includes guests of the temporary area and provide referrals to available social, medical and behavior health services while implementing a housing plan. Tulare Cares is committed to working with other organizations on getting guests into housing and providing the support they need as they work toward self-sufficiency.

## **TRANSPORTATION**

**Initials:** \_\_\_\_\_

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 may be made available on an as needed, issue-specific basis.

## **CASE MANAGERS/SERVICE PROVIDERS**

**Initials:** \_\_\_\_\_

The Tulare Cares encampment area began receiving unhoused people from Tulare in late January 2023. All people who are registered, as a guest of the facility, undergo a basic intake process and may utilize a mix of services through the City's ERF project. Outside of basic amenities, an Integrated Services Team with County Health and Human Services Agency and Case Managers from three (3) community-based organizations work to assess guest needs and offer referrals to social, behavioral, and physical health services. To maintain quality outreach and services coordination, ERF Case Managers and other providers seek to maintain caseloads of not more than 30 guests. City staff ensures guests feel welcomed, safe, and informed of resources available to assist them.

Each interested and eligible person is required to participate in an intake process, performed by General Services staff. The intake process includes the following:

- General Services staff will complete an intake packet that captures personal information, provides an overview of facility guidelines, and establishes appropriate permission for information sharing between the City and third part organizations.
- Within 96 hours of intake, City staff will alert an available Case Manager to conduct outreach and attempt a full assessment and enrollment into the Coordinated Entry System Enrollment. Assignment in this regional system is the first step for someone to receive ERF case management and housing navigation services.
- An ERF Case Manager will identify barriers, such as no Identification, transportation etc., and refer that person to other available providers.
- An ERF Case Manager will attempt weekly meetings with guests to review their progress on receiving services, gathering documentation, and implementing their housing plan.

Case managers are responsible for assisting the guest in a manner that provides a sense of community and attempts to identify and find solutions to any possible gaps in services.

### **UNHOUSED OUTREACH TEAM**

**Initials:** \_\_\_\_\_

Tulare Cares provides an Unhoused Outreach Team. The Team is made up of HALO (Homeless Assistance Liaison Officers), Tulare Code Enforcement, the Tulare Police Department, and the General Services Department. The Team is 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 an immediate response when issues, associated with unhoused individuals, are identified.
- The Team aids emergency service providers in dealing with non-criminal nuisance complaints.
- The Team is intended to provide the City's unhoused population with trained individuals that are aware of available resources.
- The Team always emphasizes treating guests 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 FOR GUESTS**

**Initials:** \_\_\_\_\_

The Tulare Cares service delivery model emphasizes the provision of some basic needs. It prioritizes the provision of basic needs FIRST, so that unhoused individuals can more easily access other services (i.e., housing programs, substance use treatment programs, mental health support programs). In practice, this means guests 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 guest that comes to the facility will have a formal intake and registration interview with a General Services staff member, but will not be denied service if they simply do not have a valid ID.
- Guests must agree to having a photo taken (for identification purposes only). This photo will only be used by staff and there shall be no distribution of it.
- 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 of.
- 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. Each guest is responsible for always maintaining their tent in good repair and on the facility premises, unless otherwise noted.
- All guests must agree to obey all fire and safety regulations.
- Flammable or combustible gases, liquids, propane, or any other types of fuel are prohibited onsite. Portable heaters (whether battery, electric, solar or fuel powered) are prohibited inside of tents.
- Fires are restricted to designated barbecue grills only. Wood and charcoal are the only accepted items allowed to burn in designated barbecues. The burning of trash and/or debris is prohibited.
- Guests shall not have an accumulation of junk, trash, debris, or items in public view.
- Guests shall not have any accessory structures or barriers in/on/around their campsite. This includes fencing of any type, including but not limited to pallets, wood, chain link, vinyl fencing, support pole/posts. There shall be no make shift porches or patios, solid walls, or tarps that extend to other campsites.
- There shall be no extension cords or power strips extending to any tents. Additionally, there shall be no microwaves, heaters, coolers, or other appliances attached to extension cords.
- Limited storage space is available for guest use. The City does not guarantee the security of any stored personal items.
- A limit of one service animal or companion pet may be accommodated per campsite. Guests are expected to keep their pet secure at all times. Each Guest will be expected to clean up after their animals. In addition, owners of loose animals may be subject to impoundment of the animal, a citation, fine, and/or termination of access.
- Animals shall not be tether or tied up to the perimeter fencing or any internal fencing other than in the dog run.
- Visitor hours shall be set as followed:
  - Winter hours (November 1 - March 31) 10 am – 5 pm
  - Summer hours (April 1 – October 31) 10 am – 8pm

- Visitors are prohibited from bringing animals into the Tulare Cares Encampment and shall not tie or tether them to the perimeter fence.
- 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 subject to a termination of access and criminal prosecution.
- 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 inside of your assigned tent. 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, may be subject to termination of access.
- Deliberate damage to City owned property is strictly prohibited and will not be tolerated. Subjects found to be vandalizing City property will be prosecuted.
- The facility is intended to accommodate individuals who are currently participating in the City's Encampment Resolution Funding (ERF) grant program. If additional space is available after all ERF recipients have been accommodated, new guests may be permitted. Additional guests will be permitted to enroll Monday through Friday from 9AM-12PM until the Tulare Cares Temporary Encampment reaches a maximum capacity of 180.
- Parking in red or yellow painted curb areas is strictly prohibited.

### **RULES OF CONDUCT**

**Initials:** \_\_\_\_\_

Guests must agree to follow these community standards of behavior. Criminal activity will not be tolerated. Anyone witnessed conducting any type of criminal activity will be terminated from access and prosecuted for their crime(s).

This includes:

- Violence toward yourself or others
- Illegal substances or paraphernalia on the premises or within a two-block radius
- Public intoxication/under the influence
- Theft
- Vandalism
- Animal cruelty

### **DURING YOUR STAY**

**Initials:** \_\_\_\_\_

There is no limitation to the duration a Guest may stay, as long they adhere to 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.

Responsibilities of guests include:

- Guests with assigned case managers must meet with them on a weekly basis.
- GUESTS **MUST ACTIVELY PARTICIPATE** IN COMMUNITY CLEANING AND TRASH PICK-UP **DAILY**.
- Be respectful of other guests, City staff, volunteers and service providers.
- Participate in the scheduled and emergency encampment meetings.

### **TERMINATION OF ACCESS**

**Initials:** \_\_\_\_\_

The City of Tulare believes that everyone deserves the opportunity to live in a safe and comfortable environment. Living in a community presents certain challenges. safety needs to be the priority. The following procedures shall be followed when a participant needs to have their access terminated from the facility/property.

If any of the following behaviors are present, the City of Tulare Staff should investigate to determine if there is a need to conclude services of a participant and terminate access:

- Threats or acts of violence
- Verbal abuse, discrimination, harassment, and/or intimidation
- Theft
- Defacing or destroying property
- Illegal activities on or near the facility/property



- Use of illegal drugs
- Repeated reminders (verbal or written notices) of our guidelines

While the investigation is being conducted, if the participant needs to move to a different tent, City Staff should make this accommodation.

Staff will have ample time to investigate the incident. Once all information has been identified, staff will come together and decide whether or not to terminate access of the participant and/or what the consequences will be. No participant's access shall be terminated immediately unless the Tulare Police Department is involved and deemed it necessary to keep other participants safe.

If it is deemed that a termination of access will be enforced, the participant will be given the opportunity to appeal the termination. The participant will be given a Termination of Access Notification form, which indicates the appeal process. After the hearing is conducted, staff will have a reasonable amount of time to make a determination on the appeal, but typically within ten (10) days.

### **GENERAL SAFETY & SECURITY**

**Initials:** \_\_\_\_\_

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.

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**

**Initials:** \_\_\_\_\_

This encampment fills an identified gap for unhoused individuals 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.

Case Managers from organizations like the Kings/Tulare Homeless Alliance and Kings View. Salt and Light provide food, water, and palliative supplies at the encampment on designated days/times, but it is subject to staffing/resource availability.



## **CITY OF TULARE**

### **TULARE CARES TEMPORARY ENCAMPMENT**

### **PARTICIPATION AGREEMENT**

#### **WAIVER**

**Initials:** \_\_\_\_\_

In consideration for the opportunity to participate in the encampment (the "Program") including any associated use of 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 illness, and property loss, in connection with my participation in the Program and any use of City premises and facilities.

#### **DESCRIPTION OF PROGRAM**

**Initials:** \_\_\_\_\_

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

- You shall not possess any weapon or similar instrument, unless permitted by California law.
- You shall not engage in criminal behavior as defined by the State of California or the City.
- You shall not engage in violence to yourself or others.
- You shall 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 shall not use intoxicating substances (alcohol or cannabis) outside of your tent.
- You shall not sale cannabis or other illicit drugs is strictly prohibited onsite and in the surrounding buffer zone.

- You shall not vandalize, damage, or destroy any City property.
- You shall not have an accumulation of junk, trash, debris or other combustible materials within your assigned campsite.
- You shall not erect or construct any structures in your campsite, other than your City provided tent.
- The City may use video and audio surveillance equipment to monitor the publicly viewable areas of the Program for any purpose. The term “structure” includes, but is not limited to, walls, fences, barriers, buildings, or other structures.

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

You understand 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 the Program for failure to comply with encampment guidelines. The rules are posted by the City. You understand and agree that staying in the encampment and participating in the Program does not grant any property rights to the public property. You are not a tenant on City property and are not subject to any formal eviction requirements.

You acknowledge that the foregoing 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.

You agree to start your stay at the Tulare Cares Encampment on a 30-day probationary status.

### **ASSUMPTION OF RISK**

**Initials:** \_\_\_\_\_

Participation in the Program carries certain inherent risks that cannot be eliminated, regardless of the care taken to avoid injury. I am voluntarily participating in this program and are aware of the risks associated with traveling to/from and participating in this Program. These risks 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, inactions, or negligence; conditions related to travel; or the condition of the Program location(s). Nonetheless, I 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**

Initials: \_\_\_\_\_

You also agree to indemnify and hold the City harmless from 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**

Initials: \_\_\_\_\_

You further 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**

Initials: \_\_\_\_\_

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

**ACKNOWLEDGEMENT AND UNDERSTANDING**

I have read the Rules and Regulations, Waiver of Liability, Assumption of Risk, and Indemnity Agreement. I 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 greatest extent allowed by law.

Participant Name

Date of Birth

\_\_\_\_\_

\_\_\_\_\_

Participant Signature

Date

\_\_\_\_\_

\_\_\_\_\_

Intake Officials Name (printed)

Intake Officials Signature

\_\_\_\_\_

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|-----------------------------------|---------------------------------|
| <input type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED |
| <b>NOTES:</b>                     |                                 |
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