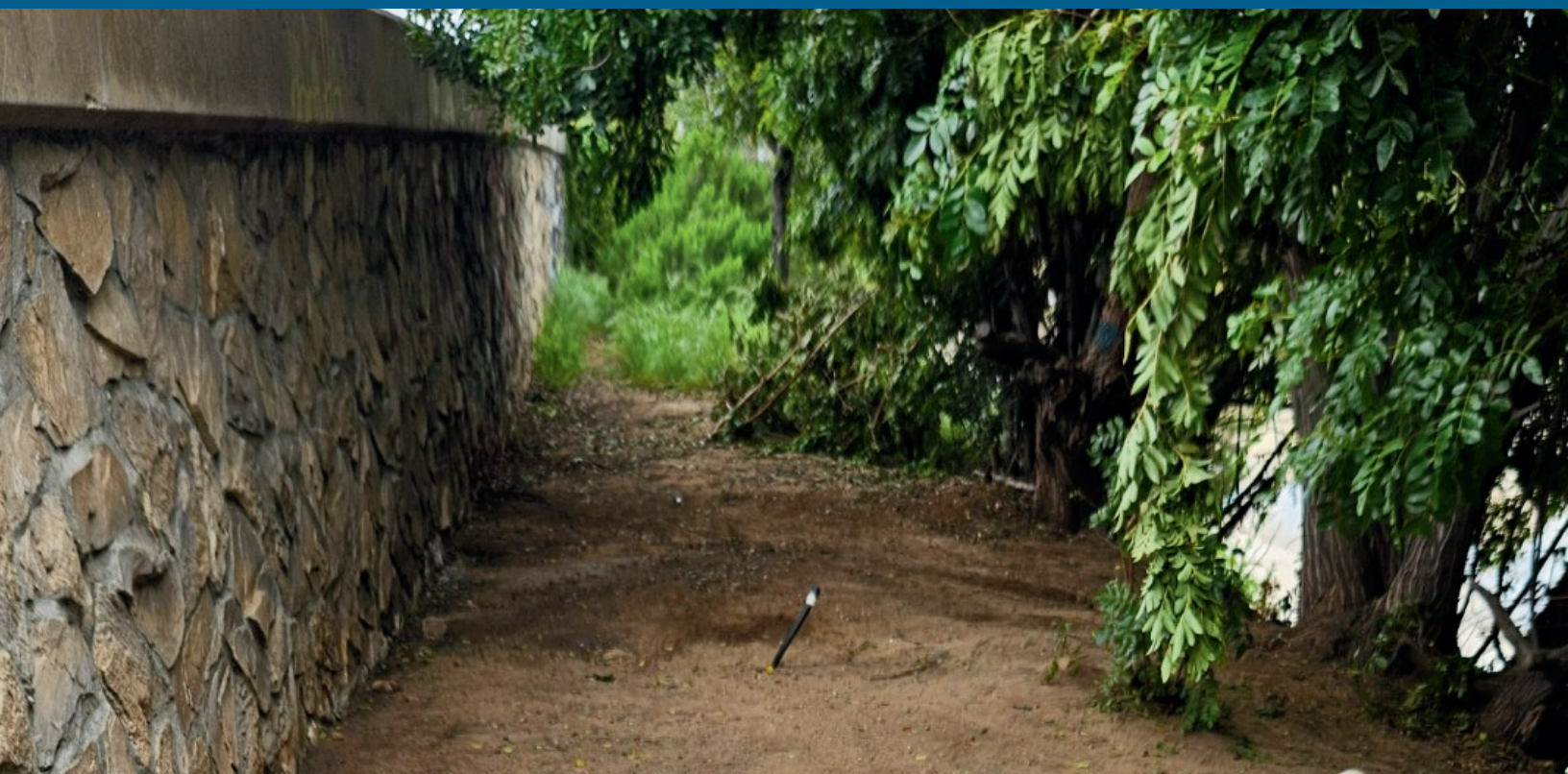




City of Santa Barbara

# ENCAMPMENT RESPONSE PROTOCOL

January 2026





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# **City of Santa Barbara**

## **Encampment Response Protocol**

### **INTRODUCTION AND SCOPE**

The purpose of the Encampment Response Protocol is to provide clarity and coordination around encampment response in City-owned or controlled public properties. All interventions will be based on health and safety risks, available resources, and alternate shelter capacity.

This protocol applies to encampments located specifically on property owned or controlled by the City of Santa Barbara. The scope of this document does not extend to encampments on private property. Encampments located on the property of other public agencies (e.g. County of Santa Barbara, City of Goleta, school districts, or the University of California) will be referred to the governing jurisdiction. The City may enter into agreements with other jurisdictions to share responsibility for encampment response, in which case City staff will abide by these protocols and other procedures agreed upon by both parties.

It is important to distinguish between public safety “emergencies” and public safety “factors” to determine the appropriate encampment intervention. Public safety emergencies requiring a fire, medical, and/or police response should be immediately reported to 911, and those departments shall respond according to the ordinances, codes, statutes, and/or regulations under which they operate and are authorized to enforce (e.g. Health & Safety Code, Fire Code, Penal Code, etc.). The status of being unsheltered does not create immunity from generally enforced state codes and local ordinances. These protocols aim to address, and are in regard to, public safety factors that are not necessarily public safety emergencies (e.g. accumulation of trash/debris, right-of-way obstructions, etc.).

The use of this procedural framework will help ensure:

- (a) Definition of roles and responsibilities;
- (b) Coordination and management of limited resources;
- (c) Prioritization of encampments based on defined criteria;
- (d) Protection of private property rights and due process rights;
- (e) Consistency of procedures; and
- (f) The collection of data and metrics to measure effectiveness of reducing encampments.

### **GUIDING PRINCIPLES**

The City of Santa Barbara’s Encampment Response Protocol is formulated from the following principles:

1. It is not safe or healthy for people to live unsheltered. The solution to homelessness is adequate, safe, accessible, and supportive shelter and housing of all types, including permanent supportive and affordable housing.
2. Community members have serious and legitimate concerns about encampments within their neighborhoods, including those related to health, sanitation, and safety.
3. The City must balance the interests of unsheltered residents with the interests of other community residents.
4. Addressing encampments requires collaboration from community partners and agencies.

5. Voluntary, non-punitive, engagement-focused approaches are prioritized over enforcement, clearance, and criminalization.

6. Encampments have negative impacts on the local environment which must be mitigated. Public safety factors require the City to take actions to remove pollution from human waste, solid waste, as well as physical damage to plant life, waterways, and soils that are created by encampments.

## **ROLES, RESPONSIBILITIES, AND COORDINATION**

### **City Staff and Relevant Departments**

#### *Airport Department*

Airport staff will refer occupied encampments to the Police Department dispatch and submit clean-up requests via the SB Connect App, referenced further in this document, for abandoned encampments.

#### *City Administrator's Office*

The City Administrator's Office provides leadership, direction, and oversight to City Departments to accomplish citywide goals and objectives. Assists in responding to citizen inquiries and directing resources as needed to address priority areas.

#### *Community Development Department*

The Homelessness Programs Analyst administers and oversees a variety of grants and programs to ensure the provision of numerous services for unhoused persons, such as street outreach, case management, and housing navigation services, including access to shelter or other housing opportunities. As needed, this staff person is tasked with facilitating coordinated service delivery for persons with high acuity needs.

#### *Fire Department*

The Santa Barbara Fire Department is available to help address fire and safety hazards in encampments, provide education about fire risk, and enforce fire codes. Fire Department personnel will refer encampments via the SB Connect App and directly to Code Enforcement Officers if a fire hazard is present. The Fire Department will respond to clean-ups where hazardous materials or fire hazards are present.

#### *Parks and Recreation Department*

Park Rangers may assist during encampment clean-ups located within a park or recreational facility to ensure the safety of City staff, contractors/vendors, service providers, residents, visitors, and persons residing in encampments. Park Rangers primarily serve as keepers of the peace but may issue warnings, post notices, and issue citations as necessary. Park Rangers do not make arrests but may call the Police Department when necessary.

#### *Police Department*

The Santa Barbara Police Department assists on a case-by-case basis during encampment clean-ups to ensure the safety of City staff, contractors/vendors, service providers, residents, and persons residing in encampments. Police Officers primarily serve as keepers of the peace, but will issue warnings, citations, and make arrests if necessary to address illegal activities. In urgent situations where Code Enforcement is not available, Police Officers can post encampment clean-up notices.



### *Sustainability & Resilience Department*

The Sustainability & Resilience Department oversees operations to ensure neighborhood vibrancy, climate resiliency, creek and ocean water protection, and solid waste service accountability. The Clean Community and Creeks Divisions manage several programs aimed at reducing pollutants in the environment, including litter and illegal dumping abatement, encampment clean-ups, beach and creek clean-ups, and solid waste and water pollution code enforcement. The Community Engagement Division implements these programs with full-time Code Enforcement Officers and clean-up crews. The Code Enforcement Officers monitor encampment reports, assess encampment sites, post notices, schedule and supervise cleaning crews, and coordinate with service providers and law enforcement. Code Enforcement Officers do not issue criminal citations or make arrests. Encampment clean-up services are available upon request to assist all other City Departments in abating encampments.

### *Waterfront Harbor Patrol*

Harbor Patrol will refer occupied encampments to the Police Department dispatch and submit clean-up requests via the SB Connect App for abandoned encampments.

### **Service Providers**

#### *City Net*

City Net is the City's current contracted street outreach and case management/housing navigation service provider for persons experiencing homelessness. City Net is responsible for engaging with individuals, building relationships to provide immediate support, intervention, de-escalation, case management and housing navigation services. City Net is a participant in Santa Barbara Continuum of Care's Coordinated Entry System (CES), a community-wide system to standardize and expedite the process by which people experiencing homelessness, or who are at risk of homelessness, access housing and homeless resources. Through CES, people experiencing homelessness will be matched to services and housing based on their preferences and level of need. City Net will respond to requests from the City for outreach services to persons residing in encampments.

### **Other Partners**

#### *California Department of Transportation (Caltrans)*

Caltrans authorizes access and gives permission to provide street outreach services on Caltrans right of way via an annually renewed *Consent Letter for Service Providers Accessing Encampments on Caltrans Property* (MTC-0131B, New 02/2021) (Exhibit 1). When a clean-up is scheduled, City Staff submit a *Consent Letter* (TR-0131, Rev. 7/2013) (Exhibit 2) which is approved on a case-by-case basis by Caltrans. Caltrans has worked closely with City staff to coordinate clean-up, law enforcement, landscape maintenance, and infrastructural upgrades.

#### *County of Santa Barbara*

The City coordinates with the County of Santa Barbara including the Homelessness Assistance Programs Division, Sheriff's office, and others when addressing encampments along City/County boundaries. Additionally, City staff coordinates with the County's Homeless Assistance Program staff and other relevant county agencies, such as Behavioral Wellness, when specialized assistance is needed and collaborate on addressing encampments through programs funded with California Encampment Resolution Funds.

Encampments in County jurisdiction can be reported at [ER@CountyOfSB.org](mailto:ER@CountyOfSB.org).

### *Neighboring Communities*

As necessary, the City may coordinate with neighboring jurisdictions, such as the City of Goleta and organizations like the Montecito Association, when addressing encampments along City boundaries by notifying each other of encampments and imminent clean ups to help mitigate impacts to each city.

### *Union Pacific Railroad Company (UPRR)*

The City has a Memorandum of Understanding with the Union Pacific Railroad Company (Exhibit 3), allowing City staff access on railroad property to immediately address trash, debris, illegal encampments, graffiti, and fencing repairs.

## **DATA COLLECTION AND RECORD KEEPING**

The City utilizes Rock Solid Technologies Customer Relationship Management (CRM) and OpenGov Cartegraph Asset Management software to document reports of encampments and track progress in addressing encampment sites. All steps shall be documented in these programs for recordkeeping and reporting purposes. Data collected includes location, offer of emergency shelter and response, photographic or video documentation of the materials on site, and post removal photographs or video of the site. Record keeping of items of value found at encampments will be kept in accordance with the *City of Santa Barbara Policy on Lost and Unclaimed Personal Property and Abandoned Property Found on City-Owned Property* (“personal property policy”), attached to this document as Exhibit 4. Records will also be kept of shelter offers and any requests for street outreach teams to offer services.

## **PROCESS FOR IDENTIFYING ENCAMPMENTS AND SITE EVALUATION**

The Santa Barbara Municipal Code (SBMC) does not contain a specific definition of encampment. However, there are relevant code sections to be aware of and specific code violations/prohibitions.

The definition of “camp” is contained in section 15.16.060 B of the SBMC as the following: “The use of camping facilities such as tents, tarpaulins or temporary shelters, the use of non-City designated cooking facilities and similar equipment, or the use of cots, beds or hammocks. “Camping” shall not include merely sleeping outside or the use of a sleeping bag, bedroll, or mat, and no more personal possessions than can reasonably be carried by an individual.”

It is not a violation of the SBMC to sleep outside or to have in your possession items that assist an individual in sleeping that can be carried such as pillows, blankets, or a sleeping bag.

SBMC section 15.16.070 prohibits camping in the following areas of the City, which essentially prohibits camping in the vast majority of public places in the City:

- Any public park.
- Any public street.
- Any public parking lot or public area.
- Any public beach.

It is important to clarify that these protocols apply only to the removal and clean-up of encampments. This policy does not prohibit the enforcement of local ordinances, codes, statutes, and/or regulations under which the City operates and is authorized to enforce.



Additionally, this policy is not inclusive of:

- Gatherings of individuals during the day that have not set up a camp.
- Panhandlers – See SBMC Chapter 9.50.
- Trash left on public space – See SBMC Chapter 7.16.
- Personal property stored in public spaces – See SBMC Chapter 9.96 (Exhibit 5)
- Abandoned shopping carts – See SBMC Chapter 9.94

### **Method for Receiving Encampment Reports**

The City receives reports of encampments from City staff, residents, visitors, and other jurisdictions. City staff receive reports by phone, email, in person, and through the *SB Connect* reporting platform. The preferred reporting method is via *SB Connect*, which routes reports to the appropriate staff. Staff may reach out to the reporting party to obtain additional information as necessary.

### **Site Evaluation and Documentation**

Staff assigned to the report shall visit the location of the reported encampment to confirm the presence of an encampment and assess the site to determine the resources necessary. Staff should document the following information, as feasible:

- Based on the report and an initial site visit, staff will determine if a site is an active or abandoned encampment, or if no encampment is present.
- Identify the exact location of the encampment to properly direct work crews and outreach workers. The location will also determine whether the City has authority to address the encampment, i.e., it is on publicly owned or managed property, Caltrans, or Union Pacific property.
- If people are present on the site, staff should document the number of people at the site and identifying factors if they cannot provide a name/identity. Staff should attempt to document any notable characteristics that would be relevant to outreach workers, such as language barriers, children present, high vulnerability such as serious injuries, or behavioral health concerns. Staff should take and save pictures of the site before and after the cleanup.

To the extent feasible, staff should collect the following information to aid in analysis and future programming decisions:

- Site generates numerous calls for service to emergency responders, including law enforcement due to criminal activity, disruptive behavior, or other activities that pose risk to individuals and/or the community at-large.
- Damage to environmentally sensitive areas, such as impacts on water quality.
- Damage to public infrastructure.
- Excessive quantities of garbage, trash, or debris.
- The presence of needles, human waste, or other hazardous material.
- Other active health hazards to occupants or to the surrounding neighborhood, e.g. vector hazards.

### **Encampments on Airport Property**

The Santa Barbara Police Department's Community Action Team (CAT) will lead the encampment response on Airport property. This CAT team will triage the site, contact individuals, provide resource information,

and reach out to other City partners as needed, following the same protocols on Airport property as those used elsewhere in the City of Santa Barbara. As is feasible, Airport staff should provide preliminary details prior to police response such as: confirm location/size of encampment, whether it appears occupied or not, etc. Such details would not require Airport staff to contact encampment dwellers or take law enforcement action.

### **Encampments on Private Property**

The City has no authority to clean up encampments that are located on private property, but staff may work with property owners on identifying solutions to address illegal trespassing on private property. If staff receives reports of encampments on private property, staff should first check with the Police Department whether there is an Authority Letter on file for that property. If an Authority Letter is not on file, staff should contact the property owner and inform them of the requirement to obtain one in order to cite for trespassing. If the encampment creates code violations on the property, code enforcement actions may be taken.

### **NOTICING REQUIREMENTS AND PROCEDURES**

Unless it's noted otherwise in the *Noticing Requirements in Events of Emergency* section further in this document, a notice of no less than 48-hours shall be posted prior to clearing an encampment if it is not surrounding an emergency or in a high-risk location or situation. The notice is intended to provide the responsible person(s) with an opportunity to voluntarily vacate the site and to safeguard possessions.

The posting of any notice for clean-up does not give the person permission to camp for the duration of the notice, and they are still potentially subject to citation, arrest, or other enforcement actions under SBMC 15.16.070 and any other relevant local regulations.

The notice shall be posted prominently in the area to be cleaned up, and time-stamped photographs or videos of the clean-up area with the notice clearly visible shall be taken. If staff are physically unable to access the site safely, the notice shall be placed as close as possible to the encampment and in a location where the occupants are likely to see it, such as an entry point or pathway.

The notice shall contain the following information:

- (1) The date and time the notice was posted;
- (2) The date the clean-up may begin;
- (3) The location of the encampment;
- (4) Items remaining in the area after the noticing period given will be considered abandoned and will be removed and disposed of, or stored if they are items of value;
- (5) Notice that items of value will be held for 90 days and a phone number to contact to claim personal property that has been stored;
- (6) Information about 211 for referrals to other social services.

See Exhibit 6 for sample notices in English and in Spanish.

If prevented from posting the notice due to hostility or threats, interference, or any other action from the persons on site, staff should immediately request police assistance.



As part of the noticing process, staff should ask the occupant(s) present if they agree to take all their personal property with them and leave only trash behind. An affirmative or negative indication from the occupant(s) must be included with the clean-up request.

If at any time during the notice period the occupant agrees to go to a shelter, the scheduled clean-up may be postponed until the client is transported to the shelter. During the notice period, if possible, staff should monitor the site to assess the support needed on the day of clean up.

Removal work shall begin no earlier than the date and time written on the notice.

### **Noticing Requirements in Events of Emergency**

There may be certain public health or safety events, like fire or flooding, or an encampment in a high-risk location, during which the City may be unable to provide any advance notice due to the nature of the emergency, and the encampment is subject to immediate removal. The length of time of the notice will depend on the specific heightened safety situation and the feasibility/reasonableness of providing said notice.

Staff shall document circumstances during which notice of less than 48 hours, or no prior notice, was given due to emergencies. Staff shall leave a post removal notice at the clean-up site where no pre-removal notice was given. Post removal notices shall be documented with date and time stamped photographs or video showing the notice in the area of the clean-up.

### **Noticing Requirements for Encampments in High-Risk Locations or Situations**

Examples of high-risk locations include, but are not limited to:

- In or near an unstable structure at risk of collapse. Subject to immediate removal with no prior notice.
- Close to traffic or in immediate risk of getting hit by vehicles. Subject to immediate removal with no prior notice.
- Areas of high risk of fire. The amount of advance notice time is dependent on the situation as determined by the Fire Department.
- All waterways and adjacent riparian areas, or areas where pollutants are at risk of being carried into waterways by water or wind. The amount of advance notice is dependent on the situation as determined by City staff.
- Areas at risk of flooding. The amount of advance notice is dependent on the situation as determined by City staff and/or emergency personnel, which can include County or State employees.
- Beaches and/or beach areas at risk of inundation due to weather events. The amount of advance notice is dependent on the situation as determined by City staff and/or emergency personnel.
- On steep slopes or areas that pose environmental dangers to persons residing in the encampment. Notices will be placed in the nearest safely accessible location where likely to be visible to occupants. The amount of advance notice is dependent on the situation as determined by City staff and/or emergency personnel.

- In locations where the encampment poses a significant environmental or health hazard, such as biological or hazardous waste. The amount of advance notice is dependent on the situation as determined by City staff and/or emergency personnel.
- In locations where the encampment impedes the right-of-way, lane of traffic, bike lane, or ADA access, as codified in SBMC 9.96.030 (A.3.). The amount of advance notice is dependent on the situation as determined by City staff and/or emergency personnel.
- The area of and within 300 feet of the Airport Terminal Building, as well as the airfield and any restricted area of the Airport. Subject to immediate removal with no prior notice.
- This list is not meant to be exhaustive of all potential high-risk areas or situations.

## **COORDINATION WITH PARTNERS AND SHELTER OFFERS**

The practice of coordinating and delivering outreach services to unsheltered persons is a critical aspect of the City's Encampment Response Protocol.

During the initial site visit of the encampment, staff shall ask all present occupants of the encampment whether they would accept a shelter bed. All offers of shelter shall be documented in writing. Information about warming and sobering centers may be provided as additional information only but shall not be considered to satisfy the requirement to offer alternate shelter. If the shelter offer is accepted, staff shall contact the City Net supervisor, or the Community Development Department staff identified in Roles and Responsibilities section, as soon as is feasible to request transportation and intake to the shelter.

Additionally, staff should provide City Net staff with the individual's name, photo, date of birth, or other relevant details necessary for City Net to determine whether the person is a current client or working with another service provider. If occupants are not present, staff may proceed with the noticing process, and City Net response shall be requested.

Workers shall not proceed with cleaning up the encampment until the occupant and their belongings are transported to the shelter. City Net will notify staff once the individual is placed into shelter, upon which the encampment site can be cleaned as needed. Staff may offer to schedule collection of waste materials associated with the encampment to minimize community impact while allowing time for engagement by service providers. If the occupants refuse shelter options after an initial acceptance, staff may proceed to Noticing Requirements section above.

If the occupants of the encampment decline shelter offers or are not present, staff may proceed to the Noticing Requirements section above and request City Net to visit the location.

## **CLEAN UP PROCEDURES AND PROPERTY STORAGE**

### **Clean-up Request Procedures**

City staff shall make requests for clean-up of encampments through *SB Connect* and use the "Description" section to provide the information listed in the *Process for Identifying Encampments and Site Evaluation* section of this document. The request must be submitted at the time of posting.

The request will be forwarded to Community Engagement staff who will manage the clean-up effort.

Time stamped photographs should be taken before, during, and after removal work has been completed.



## **Handling Personal Property**

Any personal property remaining on City-owned or controlled property after the noticing period will be handled according to the policies outlined in Section IV of the City's personal property policy (Exhibit 04), and the City's public storage ordinance under SBMC 9.96.060. In the event that the materials used to create an encampment are deconstructed and left unattended, the items will be considered no longer an encampment but storage of personal property in a public space and subject to the protocols outlined in the personal property storage ordinance.

Generally, personal property is treated as abandoned only if it has no apparent value and only if it appears that the owner of the property has left it unattended for at least 48 hours. In this circumstance, staff or contractor/vendors may presume that the property has been abandoned and left by the owner as trash or refuse and may be properly disposed of by the City as trash or recycled materials.

To determine whether property has any apparent value, the following factors must be considered:

1. The property is damaged, broken, or used to an extent such that it cannot be used for its intended or original purposes, as well as any other typical alternative uses; or
2. The property is severely soiled, stained, torn, damaged or extensively used particularly for an item of clothing; or
3. The property is not likely to be reclaimed, such as torn or soiled clothing, shoes, blankets, or sleeping bags, damaged or extensively used books or papers; or
4. There is reasonable evidence that the owner does not intend to return to claim the property, or that the owner intended to dispose of the property as refuse or trash. For example, property that was found in or near a trash can or dumpster or the fact that the property has been left for an extended period of days; or
5. The property is in a garbage bag; or
6. The item is so infested with vermin that no one would want to continue to use or possess it.

## **Items That Will Not Be Collected or Stored**

Any personal property may be disposed of immediately and without notice when such property is perishable or is contraband or constitutes an immediate threat to public health or safety as codified under SBMC 9.96.060 (C).

## **Handling of Property of Value**

Property of value shall not be treated as abandoned and shall be retained for safekeeping in accordance with the regulations for handling and storing property outlined in Section III of the City's Lost and Abandoned Personal Property Policy and SBMC section 9.96.060 (B):

1. Property with an apparent value of \$50 or more.
2. Backpacks, duffel bags, purses, or wallets which may contain other items of personal property, or which contain personal documents. Such property may be deemed abandoned if heavily damaged or soiled.
3. Personal items which are reasonably identifiable such as medications, photographs, keys, and identification cards.

The City will store property of value as defined above for a period of not less than 90 calendar days, at no cost, during which time said property shall be available to be reclaimed by an owner by calling the number on the notice and who provides adequate proof of ownership.

### **Procedures in the Event the Encampment is Not Vacated**

After the noticing period, the encampment should be vacated, and all personal belongings removed prior to the clean-up crew's arrival. Cleaning should not begin if inhabitants of the encampment have not vacated or are in the immediate vicinity. Moving a few feet is not compliance with the notice to vacate. If the encampment is not vacated, the work crew should not interact with anybody remaining on the encampment site and shall notify City staff and/or law enforcement for assistance. If people are packing and appear to be vacating the site, then a reasonable amount of time will be allowed, e.g. 20 minutes. If vacating is taking longer than a reasonable amount of time, then law enforcement may take enforcement actions at their discretion.

### **Post Clean-up Procedures and Interventions**

The clean-up crew will dispose of all waste materials at the Annex Yard or at MarBorg industries, recording the weight of material disposed of. Property of Value will be logged and secured in the designated locked storage container.

Staff may determine other interventions or strategies (e.g. re-planting vegetation, warning signage, regular outreach, or monitoring) to prevent re-establishment of an encampment. Staff may consult with the City's Encampment Response Team or Neighborhood Improvement Task Force for possible interventions.

### **Clean-Ups on Caltrans or Union Pacific Railroad Property**

Encampments on Caltrans or UPRR property have extra considerations and policies to follow. City staff and contractors/vendors shall follow City policies, as well as the policies of Caltrans identified in the *Consent Letters* and UPRR, as identified in the MOU. Both documents are attached as Exhibits 1 and 2. Clean-up work must be coordinated with Caltrans or UPRR to have lane shutdowns or flaggers, etc. as needed.

## **SAFETY PROTOCOLS**

The City of Santa Barbara emphasizes safety in all employee and contractor performance. All City staff, contractors/vendors, and service providers conducting site assessments, outreach, or performing any work near or within the encampment site will comply with all safety rules and protocols established by the City of Santa Barbara's Injury-Illness Prevention (IIPP) Program.

When City staff determine that a location is an encampment, staff should not enter or handle any of the materials unless they are specially trained and instructed to do so. Staff shall report the location via *SB Connect*. If a photograph of the location can be taken safely, it shall be submitted with the request. If conditions are observed in the encampment that may endanger the health and safety of responding workers, those details should be included in the request. **If there are imminent threats to health and safety such as an open fire, uncontained hazardous materials, or threatening behavior, staff should immediately call 911.**

All materials at an encampment site shall be handled only by workers specifically trained and equipped with the appropriate personal protective equipment (PPE) to do so safely.

Clean-up crews shall be trained at minimum on the following, but may also receive additional training for specific circumstances:

- New Employee Safety Training
- Asbestos Awareness
- Disaster Preparedness
- Fire Extinguisher Training
- Fleet Safety
- Heat Illness for Outdoor Workers
- Heat-Related Illness Prevention
- Hazard Communication
- Workplace Security
- Respiratory Protection
- Emergency Medical Care – Certified for CPR/AED/First Aid/Ergonomics
- Infection Control
- Personal Protective Equipment (PPE)
- COVID-19 Prevention Program (Required through 2/3/2025)

Additionally:

- Hypodermic Needle Handling
- Cleaning Infectious Waste
- Any training deemed necessary by the clean-up crew supervisor or Risk Management

The Sustainability & Resilience Department will establish and maintain encampment clean-up specific trainings as necessary to maintain staff, contractor/vendor, and resident safety. Other staff involved in the response process shall be trained by their respective Departments in order to safely and effectively implement duties they are responsible for.

-end-



## EXHIBITS

1. Consent Letter for Service Providers Accessing Encampments on Caltrans Property (MTC-0131B, New 02/2021)
2. Consent Letter (TR-0131, Rev. 7/2013)
3. MOU with Union Pacific Railroad Company
4. City of Santa Barbara Policy on Lost and Unclaimed Personal Property and Abandoned Property Found on City-Owned Property
5. Personal Property Stored in Public Spaces (SBMC Chapter 9.96)
6. Sample Notices

## Exhibit 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

### CONSENT LETTER FOR SERVICE PROVIDERS ACCESSING ENCAMPMENTS ON CALTRANS PROPERTY

MTC-0131B (NEW 02/2021)

Supplement to Interim Guidance on Unsheltered Encampments and MPD 20-02R6 on Unsheltered Encampments (Attachment 1)

**Organization Name:**

Environmental Services Division

**Local Government Affiliation:**

City of Santa Barbara

**Name and Direct Contact Number for Responsible Party from Local Government:**

Rene Eyerly

**Name and Direct Contact Number of Lead Outreach Worker or Responsible Party from Outreach Organization:**

Joao Ruiz

**Locations of Work within County Jurisdiction (Routes and Cities):**

US 101 City of Santa Barbara

**Description of Work:**

Outreach, Relocation Assistance, COVID-19 Screening/Testing, Trash Pickup, Portable Restroom/Handwashing Station Maintenance, Shower/Laundry Service, Meal Delivery, Other (Describe)

Outreach, Relocation Assistance, Trash Pickup, Other (Fire Prone Area Encampment Removal)

**Statewide Contacts for Caltrans Leads on Homelessness:** [dot.ca.gov/CTsupport](https://dot.ca.gov/CTsupport) (Link)

**Statewide Contacts for the CHP:** [dot.ca.gov/CHPsupport](https://dot.ca.gov/CHPsupport) (Link)

**Safety Requirements for Participants**

Caltrans maintenance staff and California Highway Patrol (CHP) officers are available to escort outreach staff onto state property if requested. The department understands some outreach staff prefer to perform their work without the presence of Caltrans or the CHP. In any circumstance, all people accessing state property to serve people experiencing homelessness should exercise extreme caution, understanding they are entering conditions that are not generally suited for the general public, and take all steps necessary to protect themselves and the traveling public.

**Risks Involved:** Licensee/Permittee and Licensee/Permittee's Personnel understand the risk of injury and/or illness, including but not limited to the risk of being infected with COVID-19, while providing services.

- Do not work on the roadway or shoulders, on bridges, in tunnels or near railroad tracks.
- Do not cross freeway traffic lanes on foot. Use caution when crossing conventional highways. Use crosswalks and signals where available.
- Face oncoming traffic as you work and keep an eye on traffic. Be prepared to move quickly, if necessary.
- Discontinue work before dusk. Do not work when fog or other conditions reduce visibility for drivers.
- Do not touch or remove materials which you suspect may be toxic or hazardous. Items to avoid include powders, chemicals, substances, suspicious items, chemical drums or containers, weapons, syringes or hypodermic needles, animals and broken glass. Notify the CHP immediately if weapons or potential explosives including drug labs are discovered.
- Do not compact trash bags. Injuries from broken or jagged objects may occur.
- Wear long pants and substantial closed-toe shoes or boots with ankle support.
- Hard hats, orange vests, impenetrable boots, and other personal safety equipment are advisable.
- Watch footing and do not traverse steep slopes, drainage facilities or places from which one might fall.
- Do not wear headphones.
- Do not run, throw objects or engage in any activity which may distract drivers.
- Do not consume alcoholic beverages or drugs before entering or while on premises.
- Be alert where snakes may be located. Also be alert for stinging insects and poisonous plants (e.g. poison oak).

**Terms and Conditions**

1. Access to the Property and Services: Caltrans agrees to allow Licensee/Permittee, and Licensee/Permittee's Personnel, access to the Property to offer and/or provide to those unsheltered people experiencing homelessness (social services and relocation assistance consistent with the business operations of the entity).
2. Effective Date and Termination: This License/Permit shall become effective on the date it is fully executed and it shall expire automatically one year after execution, unless terminated earlier. Caltrans may terminate this License/Permit, for any reason, at any time upon giving notice to Licensee/Permittee.



## Exhibit 2

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

### CONSENT LETTER FOR SERVICE PROVIDERS ACCESSING ENCAMPMENTS ON CALTRANS PROPERTY

MTC-0131B (NEW 02/2021)

3. Hours and Protective Equipment: Licensee/Permittee, and Licensee/Permittee's Personnel shall only be permitted to access the Property between the hours of 6:30 a.m. and 5 p.m. Caltrans shall define the process and procedure for access to the Property when it is gated or physical access is otherwise limited. Licensee/Permittee's Personnel must wear necessary personal protective gear and safety equipment, and must follow all state and local safety protocols, guidelines, and procedures, at all times, while on the Property.
4. Indemnification: Caltrans and its directors, officers, agents, contractors, and employees shall not be liable for any injury, illness, death, or property damage claims which arise from any activities which are the subject of this document. If any such claims arise, including but not limited to worker's compensation, personal injury or property damage to Licensee/Permittee or Licensee/Permittee's Personnel or to any unsheltered individual(s), out of the activities which are the subject of this document and/or the presence of any of Licensee/Permittee's Personnel on the Property, Licensee/Permittee shall defend, indemnify, and save harmless Caltrans and Caltrans's directors, officers, agents, contractors, and employees from same.
5. Liability Insurance: While this License/Permit is in effect, Licensee/Permittee shall maintain evidence of general liability insurance. Caltrans, and Caltrans's directors, officers, agents, and employees, must be named as additional insureds under the General Liability policy/policies with respect to liability arising out of or connected with work or operations performed by or on behalf of Licensee/Permittee pursuant to this License/Permit.
6. Applicable Law: This License/Permit shall be governed by and construed in accordance with the laws of the State of California.
7. Authority: The individuals executing this License/Permit on behalf of Caltrans and Licensee/Permittee hereby represent and warrant that they are duly authorized to execute and deliver this License/Permit on behalf of the entity for which such individual executes the License/Permit.
8. Entire Agreement: This License/Permit sets forth the entire terms with respect to the subject matter hereof, and supersedes any prior representations, understandings, and any written or oral agreements between Caltrans and Licensee/Permittee regarding the Services and access to the Property. There are no representations, agreements, arrangements, or understandings, whether oral or written, between Caltrans and Licensee/Permittee hereto relating to the subject matter of this License/Permit which are not fully expressed in this License/Permit. Caltrans and Licensee/Permittee further intend that this License/Permit constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial proceeding to interpret this License/Permit. This License/Permit may be amended at any time only by a mutually acceptable written agreement signed by authorized representatives of the Parties.

#### Local Government Agreement

Name Joao

Affiliation City of Santa Barbara

Mobile Number [REDACTED]

Signature 

Date 09/22/2022

#### Outreach Organization Agreement

Name AL Ortiz

Affiliation City Net

Mobile Number [REDACTED]

Signature 

Date 9/23/22

#### For Caltrans Use Only

Permission is hereby granted to enter Caltrans-owned property to conduct outreach and relocation assistance for people experiencing homelessness for one year following the signature of this consent letter and subject to the terms and conditions of this agreement.

Deputy District Director for Maintenance

Signature

Date

**CONSENT LETTER**

TR-0131 (REV. 7/2013)

Maintenance Stations' contact information can be found at: <http://www.dot.ca.gov/hq/row/wireless/maint/>

NAME OF APPLICANT AND/OR ORGANIZATION

City of Santa Barbara - Environmental Services Division

BUSINESS ADDRESS

801 Garden Street Suite 201

CITY/STATE/ZIP

Santa Barbara CA 93101

BUSINESS TELEPHONE NUMBER

LOCATION OF WORK (COUNTY/RTE/PM, CROSS STREETS)

City of Santa Barbara

DESCRIPTION OF WORK

☒ Litter removal☐ Salvage spilled material☐ Donated landscape materials☐ Vegetation control (weed control, mowing grass or brush/seedlings)☒ Other (Describe) Vacated Camp Clean-Up

☐ Removal of U.S. Forest Service's or Bureau of Land Management's minor forest products (firewood, posts, shakeboards, shake and shingle bolts, or split products, in quantities exceeding 20 cubic feet in volume, and burlwood or stumps in quantities of two or more). A permit issued by USFS or BLM is required prior to the issuance of this consent letter, when removing minor forest products from Caltrans R/W within USFS or BLM boundaries.

Estimated amount: \_\_\_\_\_

☐ Pine☐ Cedar☐ Fir☐ Other \_\_\_\_\_**SAFETY REQUIREMENTS FOR PARTICIPANTS**

- Do not work on the roadway or shoulders, on bridges, in tunnels or near railroad tracks.
- Do not cross freeway traffic lanes on foot. Use caution when crossing conventional highways. Use crosswalks and signals where available.
- Face oncoming traffic as you work and keep an eye on traffic. Be prepared to move quickly, if necessary.
- Discontinue work before dusk. Do not work when fog or other conditions reduce visibility for drivers.
- Do not work when roadway is wet or icy.
- Do not touch or remove materials which you suspect may be toxic or hazardous. Items to avoid include powders, chemicals, smelly substances, suspicious packages, chemical drums or containers, weapons, syringes or hypodermic needles, dead animals and broken glass. Notify the Department or law enforcement (California Highway Patrol, Sheriff, etc) of the location of weapons or suspected toxic substances immediately.
- Do not compact trash bags. Injuries from broken or jagged objects may occur.
- Wear hard hats, either ANSI Class II or III compliant vests, safety glasses or goggles and other personal safety equipment as advisable.
- Wear long pants and substantial leather shoes or boots with ankle support.
- Watch your footing and stay off steep slopes, drainage facilities or places from which you might fall.
- Do not use portable music devices that require the use of headphones or earbuds.
- Do not run, throw objects or engage in horseplay or any other activity which may distract drivers.
- Do not consume alcoholic beverages or drugs before entering or while on the roadside.
- Be alert where snakes may be located. Also be alert for stinging insects and poisonous plants (e.g. poison oak).

**TERMS AND CONDITIONS**

- It is expressly understood that the work to be performed is to be undertaken by yourself, your organization or by volunteers acting for and on behalf of themselves, yourself and your organization and that yourself, your organization, and said volunteers are not and shall not be considered employees of the State of California, or of the Department of Transportation.
- The State of California and its officers and employees shall not be liable for any death, injury or property damage claims which arise from any activities which are the subject of this letter of consent that may have been reasonably prevented by you, your organization or those persons employed by or acting in your behalf. If any claims arise out of the foregoing, you shall defend, indemnify and save harmless the State of California and its officers and employees from the same.
- This Consent Letter or a copy thereof shall be kept at the site of the work and must be shown to any representative of the Department of Transportation or law enforcement officer on demand. Work shall be suspended if a complete copy of this Consent Letter is not available at the job site.
- All work shall be conducted in conformance with the above "Safety Requirements For Participants".
- All work shall be conducted during daylight hours.
- All work shall be performed on the date(s) indicated below.
- Traffic control is prohibited.
- Work shall not be performed within 6 feet of traffic lanes, within center dividing strips, upon bridges, culverts, or structures of any kind unless specifically approved by the Department's Representative. An Encroachment Permit is required for all other proposed activities not covered by this Consent Letter.
- This Consent Letter is invalidated if the applicant has not obtained all permits necessary and required by law.

APPLICANT'S NAME

APPLICANT'S SIGNATURE

DATE

**FOR CALTRANS USE ONLY**

Permission is hereby granted to enter onto State Highway \_\_\_\_\_ to conduct a \_\_\_\_\_ day(s)\*\*

on \_\_\_\_\_, 20\_\_\_\_, subject to the terms and conditions.

**\*\*Approval by the Maintenance Area Superintendent is required for one day activities.****\*\*Approval by the Deputy District Director-Maintenance is required for multiple dates (maximum of 3 consecutive calendar days).**

DEPARTMENT REPRESENTATIVE'S NAME

TITLE

PHONE

DEPARTMENT REPRESENTATIVE'S SIGNATURE

DATE



26461

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SANTA BARBARA  
AND UNION PACIFIC RAILROAD COMPANY**

This Memorandum of Understanding ("MOU") is made and entered into this 18th day of April, 2019, by and between the City of Santa Barbara, a municipal corporation, hereinafter referred to as "City", and Union Pacific Railroad Company, a Delaware corporation, hereinafter referred to as "UP".

**RECITALS**

A. The City is an oceanfront community located on the Central California coast north of Los Angeles. Residents enjoy local resources that include beaches, an active arts and crafts community, parks and recreation programs, a University of California campus, a zoo, and the Mission Santa Barbara. To promote public health and safety and quality of life for residents, the City endeavors to abate blight and nuisance on public and private property.

B. UP owns and operates approximately 5.9 miles (in distance) of mainline railroad right of way in the City of Santa Barbara (hereinafter referred to as the "Railroad Corridor"), as shown on the map attached as Exhibit "A". Both freight and passenger trains operate on the Railroad Corridor.

C. Due to its location and nature, the Railroad Corridor experiences trespassing, unlawful encampments, dumping, graffiti, and other illegal activities by third parties despite UP's efforts to protect against these activities. City police officers and railroad special agents provide law enforcement on the Railroad Corridor.

D. In furtherance of their shared interest in reducing illegal activity and improving public safety, the City and UP entered a Memorandum of Understanding dated April 17, 2007 (as later amended, the "2007 MOU") to establish a cooperative process for removing trash, debris, illegal encampments, graffiti, and vegetation from the Railroad Corridor. To improve these efforts, the parties now wish to terminate the 2007 MOU and enter a new agreement to memorialize updated terms for their cooperative process.

Now, therefore, City and UP express their understanding as follows:

**AGREEMENT**

**Section 1. Incorporation of Recitals.**

The recitals set forth above are hereby incorporated into the terms of this MOU.

## **Section 2. Termination of 2007 MOU.**

The parties hereby terminate the 2007 MOU.

## **Section 3. Cooperative Process.**

To help reduce trash, debris, illegal encampments, graffiti, and vegetation from the Railroad Corridor, the parties will do the following:

### **3.1 City's Participation.**

3.1.1 The City will oversee and manage one-day quarterly clean-ups based upon an annual clean-up plan to be prepared by the City, and periodic on-demand clean-ups as necessary not to exceed 15 in one City fiscal (July 1<sup>st</sup> through June 30<sup>th</sup>) year. A quarterly clean-up is defined as a City-sponsored clean-up at or along the Railroad Corridor, including but not limited to trash, debris, homeless encampments, graffiti, vegetation and weed removal. An on-demand clean-up is a City-sponsored clean-up that focuses on specific locations that need immediate response to public safety issues or public concerns. The City will provide 10 business days' notice to UP of the dates of the quarterly clean-ups. City will provide a status report to the UP contact person after each clean-up.

3.1.2 The City will regularly provide graffiti removal, including equipment supplies and labor costs. City will provide an annual report to UP on the incidents of graffiti removal.

3.1.4 The City will provide enforcement for areas of the Railroad Corridor in which cars are illegally parking.

3.1.5 The City will conduct joint, periodic inspections of the UP properties located in the City and record the location of any blighted conditions found in such inspections. The City will make available the information concerning location of sites inspected and conditions found for review by UP upon reasonable request.

3.1.6 The City will support and partner with UP on any Railroad Corridor safety awareness.

3.1.7 The City will identify on an ongoing basis areas along the Railroad Corridor that would benefit from fencing or landscaping to reduce criminal activity and provide the specifications for new fencing and existing fencing improvements. All new fencing will be installed on the Railroad Corridor property line.

3.1.8 The City will repair fencing, gates, and barriers protecting the Railroad Corridor from unauthorized entry.

3.1.9 The City will attempt to coordinate City enforcement efforts with UP. In addition, City will make reasonable efforts to work with the UP contact person when

there is an enforcement action in the Railroad Corridor. The City will provide notice for the cleanup of homeless encampments during all City-sponsored clean-up events.

3.1.10 The City will present to UP an annual budget, not to exceed \$82,000.00, by May 30<sup>th</sup> preceding each City fiscal year for City work on the Railroad Corridor. The budget will include unit cost breakdowns for all work. The City will cease all work in the Railroad Corridor and notify UP when budgeted funds are exhausted in the given fiscal year. Work will continue if UP approves additional work and provides adequate additional funding.

3.1.11 The City will submit bills for reimbursement to UP on a monthly basis.

3.1.12 As needed, the City will attend meetings with UP to discuss this MOU.

3.1.14 The City will work with UP on surveillance, sweeps, and "stings" along the Railroad Corridor related to enforcement, including specifically drug activity, graffiti, and other criminal behavior.

### 3.2 UP's Participation.

3.2.1 At no cost to the City, if needed UP will provide rail equipment to City, required flagging, and labor to assist in City clean-ups as set forth in this MOU.

3.2.2 UP will reimburse the City, up to the maximum amount set forth in Section 3.1.10 above, for the cost of clean-ups and graffiti removal from UP owned structures, and for the cost of repairing and maintaining fencing, gates, and barriers protecting the Railroad Corridor from unauthorized entry. The City will perform work as specified above and will not exceed the annual budget provided to UP without UP's prior approval. UP will pay reimbursement within 30 days of receipt of an invoice from the City.

3.2.3 UP will work with City to develop ways to prevent illegal parking on the Railroad Corridor (e.g., use of boulders, signage, etc.).

3.2.4 UP will conduct joint, quarterly inspections of the UP properties located in the City and record the location of any blighted conditions found in such inspections. The information concerning location of sites inspected and conditions found will be made available for review by the City upon reasonable request.

3.2.5 UP will install and maintain "No Trespassing" and "No Dumping" signs at designated UP locations adjacent to City property to be determined in consultation with City representatives. The signs will provide contact information for UP and the City to report illegal dumping and will be printed in English and Spanish.

3.2.6 UP will install fences or adequate barriers at specified UP properties to be determined in consultation with City representatives. The fences or barriers must be of a type, design, and material mutually acceptable to both parties.

3.2.7 UP will work with the City with surveillance, sweeps, and "stings" along the Railroad Corridor related to enforcement, including specifically drug activity, graffiti, and other criminal behavior.

3.2.8 UP will instruct UP employees to report to the City any criminal activity and areas with graffiti, trash, and encampments that UP the UP employees may observe.

3.2.9 Upon request from the City, UP will provide updated police authorization letters to the City so that the City's Police Department may cite illegal trespassers, tow illegally parked vehicles, and perform other law enforcement activities on UP's property.

3.2.10 As needed, UP will attend meetings with the City to discuss this MOU.

#### **Section 4. City Access to UP Property.**

4.1 By this MOU, UP grants the City a limited right of entry to the Railroad Corridor for the City to perform Clean Ups, graffiti removal, and law enforcement activities as outlined in this MOU.

4.2 Notwithstanding Section 4.1, the City may not have personnel, equipment, materials, or vehicles within 25 feet of a track on the Railroad Corridor unless and until a railroad flagman is present and any additional safety measures required by UP have been met. The City may request a flagman by calling the UP representative identified in Section 8.7 at least 48 hours before the City's proposed entry.

4.3 Notwithstanding anything to the contrary in this agreement, City law enforcement personnel are not required to request a flagman before entering the Railroad Corridor or coming within 25 feet of a track for purposes of enforcing criminal laws, including the pursuit of graffiti vandals or others involved in criminal activity on or about railroad property.

#### **Section 5. UP Compliance**

The parties agree that UP's compliance with all of the substantive terms of this MOU will be deemed to constitute good faith compliance with the City's laws and regulations regarding abatement of vegetation, graffiti, and trash.

#### **Section 6. Indemnity.**

Each party to this MOU will be responsible for its own acts and omissions in relation to its performance of the MOU, including, without limitation, death or injury to employees or third parties, damage to property, and compliance with applicable laws. The party responsible for such a loss will indemnify, defend, and hold harmless the other party from and against any claim arising from such an incident, except to the extent that such a claim arises out of the acts or omissions of the party seeking indemnity. Nothing in this MOU is meant to be or will be construed to be a modification



or waiver of any defense or immunity against a claim that is available to either party under applicable law.

#### **Section 7. Term.**

This MOU will be effective when signed by the City and UP. The parties will review this MOU at least once every three years to determine whether it should be revised, updated, or terminated. Either party may terminate this MOU by providing 90 days written notice to the other party.

#### **Section 8. GENERAL PROVISIONS.**

8.1 Governing Law. Except on subjects preempted by federal law, this MOU will be governed by and construed in accordance with the laws of the State of California. Nothing herein is meant to be or will be interpreted to be a waiver of principles of legal preemption or preclusion that may apply to UP because of its status as a common carrier regulated by the federal government.

8.2 Interpretation. The section and paragraph headings in this MOU are for convenience only and will not be used for any purpose in the interpretation of this agreement. When the context requires, the plural will include the singular and the singular the plural. References to agreements or contracts are to such agreement or contract as may be amended, restated, or otherwise modified from time to time. The words "include," "includes," and "including" are used without limitation and are deemed to be followed by the phrase "without limitation." Notwithstanding specific references to "good faith," the duty of good faith and fair dealing applies generally with respect to this MOU, except where the context requires otherwise.

8.3 Amendments. This MOU may only be modified or changed by written amendment signed by authorized representatives of the parties.

8.4 Relationship of the Parties. Each party is and will at all times be and remain independent from the other party and will not be deemed an agent, fiduciary, partner, joint-venturer, employee, or employer of the other party. Nothing contained herein will have the effect of creating a trust, joint venture, partnership, or employment relationship between the parties. Neither party has any right or power to obligate or bind the other party in any manner whatsoever.

8.5 Assignment. This MOU and any rights and obligations created by it may not be assigned in whole or in part by either party without the prior written consent of the other party.

8.6 Waivers. Any waiver, modification, consent, or acquiescence with respect to any provision of this MOU must be set forth in writing and duly executed by or on behalf of the party to be bound by it. No waiver by either party of any breach will be deemed a waiver of any other or subsequent breach.

8.7 Notices. Any communication, notice, or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

UPRR: Union Pacific Railroad Company  
Attn: Kristina Stonner  
Manager II Programs  
1400 Douglas Street, Mail Stop 1080  
Omaha, NE 68179  
[REDACTED]

With a copy to:

Patrick R. McGill

Union Pacific Railroad Company  
1400 Douglas Street  
Omaha, NE 68179  
[REDACTED]

City: Jim Dewey  
City of Santa Barbara  
Public Works Department, Attention Streets Operations &  
Infrastructure Manager 630 Garden Street  
Santa Barbara, CA 93101  
[REDACTED]

Without requiring an amendment to this MOU, either party may change its address for notice by written notice given to the other party in the manner provided in this Section. Any such communication, notice, or demand will be deemed to have been duly given or served on the date personally served, if by personal service; three (3) days after being placed in the U.S. Mail, if mailed; or one (1) day after being delivered to an overnight delivery service, if sent by overnight delivery.

8.8 No Third-Party Beneficiaries. This MOU is for the exclusive benefit of the parties to it and not for the benefit of any third party.

8.9 Entire Agreement. This MOU constitutes a single, integrated, written contract expressing the entire agreement of the parties on the subjects addressed herein. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by either party, except as specifically set forth herein. All prior discussions and negotiations have been and are merged and integrated into, and superseded by, this MOU.

8.10 Authority and Binding Effect. Each individual executing this MOU affirms that he or she has the capacity set forth on the signature pages and has full power and authority to execute this MOU and, through his or her execution, bind the party on whose behalf he or she is executing the MOU.

8.11 Counterparts. This MOU may be signed in counterparts, each of which will be deemed an original but all of which will together constitute one and the same instrument.

*[Signature Page Follows]*

The parties have executed this MOU on the date first written above.

CITY OF SANTA BARBARA

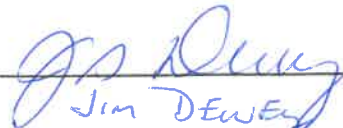
BY:   
Paul Casey  
City Administrator

UNION PACIFIC RAILROAD COMPANY

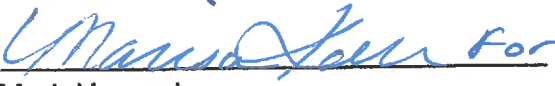
BY:   
Kristina Stonner  
Manager II Programs

Dated 4-18-19

APPROVED AS TO CONTENT:

BY:   
Jim DEWEY  
STREETS OPERATIONS MGR.

APPROVED AS TO INSURANCE:

BY:   
Mark Howard  
Risk Manager

APPROVED AS TO FORM:

Ariel Calonne  
City Attorney

BY:   
John Barnes  
Assistant City Attorney



## Exhibit 4

# **City of Santa Barbara Policy on Lost and Unclaimed Personal Property and Abandoned Property Found on City-Owned Property**

## **Adopted Pursuant to the Authority of State Civil Code Section 2080.6**

### **I. Purpose:**

The purpose of this policy is to establish a process for the storage and restoration of lost or temporarily unclaimed personal property to its rightful owner in a manner consistent with state law, in particular, Chapter 4 of Title 6, Part 2 of Division 3 of the California Civil Code (§§2080 – 2080.10.)

City employees regularly come across possible lost, misplaced, or abandoned personal property and other items on City-owned real properties. As a result, this City policy is intended to set forth the procedures and rules to be followed by all City employees for identifying, inventorying, storing, and, whenever possible, for the restitution of such property to its rightful owner. Nothing herein shall be deemed to alter or amend the obligation of the Police Department, or other City employees, to comply with the requirements of Civil Code Section 2080.10 or the state Penal Code, with respect to personal property which has temporarily been received by the City for temporary safekeeping or evidence purposes.

This policy properly establishes when City rules and regulations regarding personal property and other items that have been intentionally abandoned, disposed of or thrown away and provides guidelines for the correct and prompt disposal of intentionally abandoned and unwanted personal property.

The City of Santa Barbara will implement these procedures in a manner which balances the needs and rights of all of its citizens, and the public's concern of health and safety.

### **II. Definitions:**

For the purposes of this policy and related City rules and regulations, all capitalized terms herein are used in the manner defined in the state Civil Code or as defined below:

**A. Abandoned Property:** Property will be determined on a case-by-case basis in accordance to state Civil Code section 2080.7 and state law. Photographic examples of what typically constitutes "Abandoned Property" are attached hereto as exhibits to this policy.

**B. Lost Property:** Property of any value found on City property or taken control of by a City employee or contractor.

**C. Unclaimed Property:** Property of value which remains unclaimed by the owner after being stored by the City for a period of 90 days or more, in accordance with the requirements of state law.

**D. Airport Facility Property:** The area of and within 300 feet of the Airport Terminal Building, as well as, the Airfield and any Restricted Area of the Airport.

**E. Harbor District:** The entire waterfront of the City. (Ord. 5386, 2006; Ord. 4757, 1992; Prior Code §24.1.)

**F. Special Clean-up:** A department or multi department special event scheduled to remove debris and materials located on City-owned or controlled property (not an ongoing or regularly scheduled cleaning practice).

### **III. Procedures for Handling Lost Property Found on City-Owned Property:**

#### **A. Initial Handling and Inventory of Lost Property.**

When a City employee (or an agent of the City) finds unattended personal property of any value (however small) on City property which does not appear to have been abandoned, he or she shall take the following steps with respect to securing that property and preserving it for return to its proper owner:

**1. Effort to Locate the Owner.** Determine if the property owner is in the vicinity by inquiring of those persons (if any) whether they are the owner of the property or if they know who owns the property.

**2. Handling of Lost Property.** After a reasonable, but unsuccessful attempt to locate the owner and a determination has been made that the property is lost, it shall be tagged. This will occur either in the field or as soon as possible upon return to the City facility, and placed in a storage bag if necessary. At a minimum, information regarding the items original location, date and time of pick-up, and a description of the item, including any uniquely identifying characteristics, shall be provided on the property tag.

**3. Ownership or Identification Information.** The City employee (or agent of the City), finding any apparently Lost Property shall also examine the property, in a reasonable and safe manner, in order to determine if the name, address or phone number of the owner of the property can be found or located on said property. If the name of the apparent owner of the Lost Property is found, the name, address, or phone number obtained shall be listed on the property tag.

**4. Transportation of Items for Storage.** An item with a value of \$50 or greater shall be transported to the Police Department. Items with a value of less than \$50 will be taken to the department's designated Lost and Found for storage and safe keeping. These items shall be stored for a period of not less

than 90 days in accordance with state law and the requirements of Section B below.

**5. Airport Terminal and Related Facilities:** Lost Property discovered on Airport Facility Property will be handled in accordance with the Airport Department's Unattended Item Policy. Airport Department personnel will hold Lost Property at the Security Operations Center and in compliance with the Airport Policy regarding Lost and Found Property.

**6. Harbor District:** Marine equipment items discovered within the Harbor District will be held at the Waterfront Impound Facility, in compliance with this policy. All other Lost Property of Value discovered in the Harbor District will be handled as outlined in the policy.

## **B. Storage of Lost Property.**

Pursuant to California Civil Code Section 2080.6, the City will hold all Lost Property for a period of not less than 90 calendar days, during which time said property shall be available to be reclaimed by an owner who provides adequate proof or other indicators of ownership.

- 1. Property of \$50 Value or Greater.** If the Lost Property appears to have a value of \$50 or more, it will be tagged and transported by the City employee or agent of the City to the City Police station for safekeeping in accordance with the requirements of California Civil Code section 2080.1. Police personnel shall make all reasonable efforts to contact the owner of the property in order to advise the owner that his or her property may be in the possession of the Santa Barbara Police

Department and to advise them on how it may be reclaimed. Notice to the owners of property shall be performed in a manner which is reasonably calculated to provide effective notice.

Lost property discovered at the Airport Facility Property or on Airport Property will be held by Airport Department personnel at the Security Operations Center and Airport Department personnel shall make all reasonable efforts to contact the owner of the property and will hold the property for a period of no less than 90 days.

Marine equipment discovered in the Harbor District will be held by the Waterfront Department at the Waterfront Impound Facility. Waterfront personnel shall make all reasonable efforts to contact the owner of the property and will hold the property for a period of no less than 90 days.

- 2. Items less than \$50 Value.** If the Lost Property has a value of less than \$50 and is not Abandoned Property, it will be tagged and transported to the department's designated Lost and Found for storage of a period of not less than 90 days in accordance with the requirements of the state Civil Code. Department personnel shall make all reasonable efforts to contact the owner

of the property in order to advise the owner that his or her property may be in the possession of the department and where the item can be claimed. In addition, Departments shall publicly post information regarding the storage and retrieval of Lost Property on the Department web site or on a City maintained inter-departmental website.

### **C. Retrieval of Lost Property and Storage Fees.**

**1. Process for Retrieval of Lost Property Stored at the Police Department and Storage Fees.** The Police Department shall establish a process for an owner to identify and claim his or her property at the lobby of the Police Department. Upon full payment of the established City storage fees, the owner can utilize the public counter at the Police Department Building to identify and claim property. A description of this "claim" process shall be prominently posted in the lobby of the Police Department Building and City Departmental personnel shall make the public aware of this process upon request, either in person or in connection with phone inquiries.

The Police Department may establish, in the adoption of its annual fees and charges resolution, a reasonable amount as a daily Police Property storage fee in order to reimburse the Department for maintaining its Lost Property storage.

### **2. Process for Retrieval of Lost Property Items Stored by Departments and Storage Fees.**

Departments shall establish a process for an owner to identify and claim his or her property and establish a designated site(s) for retrieval of items. During the storage period, the property may be claimed by a person who is able to properly identify it as being his or her personal property.

The City may require payment of reasonable fees for its transportation and storage of Lost Property Items of Less than a \$50 Value and fees will be established by Council resolution. Fees may be waived or reduced at the discretion of the Department Head or their designee upon written application and demonstrated good cause as determined appropriate by the Department Head.

**D. Disposition of Unclaimed Property After 90-Day Holding Period.** As provided for in Civil Code sections 2080.1, 2080.3 and 2080.6, upon the expiration of the 90-day storage period, any and all unclaimed items with a value of \$100 or more may be claimed by the person finding the property, unless the property was found in the course of employment of the City, in which case the property shall be sold at public auction. Unclaimed items may be disposed of at a public auction (including an on-line auction) to the highest bidder. Notice of the public sale shall be given at least five days before the time set for the public auction. This notice will be published in a newspaper of general circulation published in Santa Barbara County. Any property

remaining unsold after being offered at such public auction, or items of less than \$100 value, may be, disposed of or destroyed by the City as provided by law.

**E. Civil Code Section 2080.10.** Nothing herein shall be deemed to alter or amend the obligation of the Police Department, or other City employees, to comply with the requirements of Civil Code Section 2080.10 or the state Penal Code, with respect to personal property which has temporarily been received by the City for temporary safekeeping or evidence purposes.

#### **IV. Handling and Disposal of Abandoned Property:**

**A. Factors For Determining Property to be Abandoned.** Whether property has been abandoned will be determined on a case-by-case basis. Generally, personal property should be treated as abandoned only if it has no apparent value and only if it appears that the owner of the property has left it unattended for at least 48 hours.

In order to maintain public health and safety, abandoned items that have been left in waterways and pose a risk during the rainy season or during a high rain event will be removed promptly. Items that pose a potential fire hazard to City property or facilities or are located on Airport Facility Property will be removed promptly and disposed of in accordance with this policy.

When personal property has no apparent value and has been apparently left unattended for a period of 48 hours or more, the City employee or agent finding such property may presume that the property has been abandoned and left by the owner as trash or refuse. As such it may be properly disposed of by the City as trash or recycled materials. Photographic examples of Abandoned Property are attached as exhibits.

In determining whether property has any apparent value, the following factors are to be considered:

1. The property is damaged, broken, or used to an extent such that it cannot be used for its intended or original purposes as well as any other typical alternative uses; or
2. The property is extensively soiled, stained, torn, damaged or extensively used particularly for an item of clothing; or
3. The property is not likely to be reclaimed, such as torn or soiled clothing, shoes, blankets, or sleeping bags, damaged or extensively used books or papers; or
4. There is other reasonable evidence that the owner does not intend to return in order to claim the property or that the owner apparently intended to dispose of the property as refuse or trash. For example, property that was found in or near a trash can or dumpster or the fact that the property has been left for an extended period of days; or



5. The property is in a garbage bag; or
6. The item is so infested with vermin (e.g., lice or maggots) that no one would want to continue to use or possess it.

**B. Property of Value Shall Not be Treated as Abandoned Property.** The following items shall be treated as “Property of Value” and retained for safekeeping in accordance with the regulations for handling and storing property outlined in section III of this policy:

1. Property with an apparent value of \$50 or more.
2. Back packs, duffel bags, purses, or wallets which may contain other items of personal property or which contain personal documents. Such property may be deemed as being abandoned if heavily damaged or soiled.
3. Personal items which are reasonably identifiable such as medications, photographs, keys, and identification cards.

**C. Perishable Items.** Perishable items, such as food, may be presumed to be abandoned property.

**D. Proper Handling of Abandoned Property.** In accordance with state Civil Code section 2080.7, upon a determination by the City employee (or City agent) that the found property was apparently abandoned by the owner, the City employee or agent finding such property may handle the abandoned property like any other trash or refuse item and dispose of it in accordance with the law and within the discretion of the employee’s City department (or City agent) who finds the abandoned property and as established by this policy.

**E. City or Personal Use or Retention of Abandoned Property.** In no case shall property be determined to be abandoned and then retained by the City for City use or retained by a City employee for that employee’s personal use or for donation to another individual or group.

**F. Review of Lost and Abandoned Property Policy.** Upon adoption of this policy the departments will conduct training on a regular basis (such as once per year) where the policy will be reviewed with department personnel and contractors assigned to the maintenance of City owned real property.

## **V. Supplemental Regulations:**

The Chief of Police and Department Heads, may adopt, implement, and use additional departmental regulations and guidelines consistent with this Policy as they deem necessary to supplement and implement this Policy and these City regulations.

CHAPTER 9.96  
**PERSONAL PROPERTY IN PUBLIC PLACES**

**§ 9.96.010. Definitions.**

The following definitions apply to the interpretation of this chapter.

**City Employee.** Any full- or part-time employee of the City or an independent contractor retained by the City for the purpose of implementing this chapter.

**Essential Personal Property.** Any and all personal property cumulatively not more than four cubic feet in volume or an amount of property capable of being carried within a large capacity backpack, whichever is greater.

**Excess Personal Property.** Any and all personal property that cumulatively exceeds the amount of property defined as essential personal property.

**Personal Property.** Has the meaning as defined in Section 1.04.110 of this Code. However, for purposes of this Chapter, personal property does not include:

1. Operational personal transportation or mobility devices, such as bicycles, walkers, wheelchairs, strollers, scooters, and trailers attached to an operational bicycle;
2. Motor vehicles.

**Public Area.** Property that is owned, managed, or maintained by the City, including, but not be limited to, any public street, sidewalk, plaza, parking lot, park, beach, building, or structure.

**Store, Stored, Storing, or Storage.** To put aside or accumulate for use or to put for safekeeping, or to place or leave for more than four hours. Placement of personal property for collection and disposal by a franchise waste hauler in accordance with Chapter 7.16 of this Code is not considered storing or storage as used in this chapter. Authorized placement of personal property in accordance with posted rules and regulations for use of public areas is not considered storing or storage as used in this chapter. Moving personal property to another location in the same or adjacent public area within any 24 hour period, or returning personal property to the same block on a daily or regular basis, shall be considered storing and shall not be considered to be removing the personal property from a public area.

**Storage Facility.** Any facility, whether operated by a public, non-profit, or private provider, that allows and has capacity for voluntary storage, free of charge, of essential personal property.

**Unattended.** Personal property is unattended when there is no person present who asserts or claims ownership over the personal property. Indicia of unattended personal property includes, but is not limited to, the act of leaving the personal property in a public area so that it may be appropriated by the next comer. Conversely, property is considered "attended" if a person is present with the personal property and the person claims ownership over the personal property.

( Ord. 6113, 2023)

**§ 9.96.030. Storage of Personal Property Prohibited.****A. It is unlawful to do any of the following:**

1. Store any unattended personal property in a public area;
2. Store any attended excess personal property in a public area that cannot be immediately moved;
3. Leave attended or unattended for any period of time any personal property in a crosswalk; curb ramp; pedestrian pathway; on-or off-street area designed or designated for parking of vehicles of any type; business entryway; bicycle lane; travel lane of any street; landscaped or planted area of a street or sidewalk; area within 10 feet of a fire hydrant; railroad crossing; bus stop; or public area so as to obstruct City operations, including street or sidewalk maintenance, repair or cleaning;
4. Leave attended or unattended for any period of time any personal property in a public area in such a manner that interferes with an accessible pathway for persons with disabilities established under federal or state law, including the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), and California Civil Code Sections 54 and 54.1;
5. Store any personal property within five feet of any operational and utilizable entrance, exit, driveway or loading dock;
6. Leave attended or unattended for any period of time any personal property in a public area in such a manner that obstructs or interferes with any activity in the area for which the City has issued a permit;
7. Attach, chain, or tie any personal property to any public property, including, but not limited to, a pole, bench, news rack, bicycle rack, trash can, sign, tree, mailbox, or fence;
8. Leave any personal property in a public park, building, parking lot, or other facility during any time that the facility is closed to the public.

**B. Nothing in this section precludes storage of personal property on private property or on public areas when the storage is authorized by a permit or license issued by the City.**

( Ord. 6113, 2023)

**§ 9.96.040. Abatement of Stored Personal Property.****A. Personal property stored in violation of Section 9.96.030 is a public nuisance and may be abated as provided in this section.**

1. With pre-removal notice as specified in Section 9.96.050.A, the City may impound any unattended personal property stored in a public area in violation of Section 9.96.030.A.1.

2. With pre-removal notice as specified in Section 9.96.050.A, the City may impound any attended excess personal property stored in a public area, stored in violation of Section 9.96.030.A.2.
  3. Without pre-removal notice, the City may move and/or impound any personal property that is left attended or unattended in violation of Section 9.96.030.A, paragraphs 3, 4, 5, 6, 7, or 8.
- B. Nothing in this chapter is intended to preclude any peace officer or City employee from immediately removing or otherwise disposing of any personal property in a public area when the officer has reasonable cause to believe from the totality of the circumstances that the property presents an immediate threat to public safety, is evidence of a crime, is evidence in a criminal investigation, or is contraband.
- ( Ord. 6113, 2023)

**§ 9.96.050. Pre- and Post-Removal Notice.**

- A. Pre-Removal Notice. Except when immediate removal is authorized by Section 9.96.040, unattended personal property stored in violation of this chapter shall be impounded only after a pre-removal notice is left at or near the location of the personal property. Pre-removal notice shall be deemed provided if a written notice is directly delivered to the person who is storing or claims ownership of the personal property or is posted conspicuously on or near the personal property and the actual removal commences no less than four hours after the pre-removal notice is posted. The written notice shall contain the following:
1. A general description of the personal property to be removed;
  2. The location from which the personal property will be removed;
  3. The date and time the notice was posted;
  4. A statement that the personal property has been stored in violation of the specific code section;
  5. A statement that the personal property may be impounded if not removed from public areas within four hours;
  6. A statement that moving personal property to another location in a public area shall not be considered removal of personal property from a public area;
  7. The address where the removed public property will be located and may be recovered, including a telephone number and the internet website of the City through which a person may receive information as to impounded personal property as well as information as to voluntary storage location(s);
  8. A statement that impounded personal property may be discarded if not claimed within 90 days after impoundment.
- B. Post-Removal Notice. Upon the removal of stored personal property, written notice shall be conspicuously posted in the area from which the personal property was

removed. The written notice shall contain the following:

1. A general description of the personal property removed;
  2. The date and approximate time the personal property was removed;
  3. A statement that the personal property was stored in a public area in violation of the specific code section;
  4. The address where the removed personal property will be located and may be recovered, including a telephone number and internet website of the City through which a person may receive information regarding recovery of impounded personal property;
  5. A statement that impounded personal property may be discarded if not claimed within 90 days after impoundment.
- C. A notice required by this section shall be printed or written on durable paper or card stock not less than five inches by seven inches. The pre-removal notice required by subsection A of this section shall be in English and Spanish. The post-removal notice of the address where the removed property will be located and may be recovered, including a telephone number and internet website of the City through which a person may receive information regarding recovery of the impounded personal property, and the warning that property not recovered may be destroyed or discarded shall be in English and Spanish.

( Ord. 6113, 2023)

#### **§ 9.96.060. Storage and Disposal.**

- A. Except as specified herein, the City shall move personal property to a storage facility.
- B. Except as specified herein, the City shall store impounded personal property for 90 days, after which time, if not claimed, it may be discarded. The City shall not be required to undertake any search for, or return, any impounded personal property stored for longer than 90 days.
- C. Any personal property may be disposed of immediately and without notice when such property is perishable or is contraband, or constitutes an immediate threat to the public health or safety.

( Ord. 6113, 2023)

#### **§ 9.96.070. Repossession.**

The owner of impounded personal property may repossess the personal property prior to its disposal upon submitting satisfactory proof of ownership. A person may establish satisfactory proof of ownership by, among other methods, describing the location from and date when the personal property was impounded from a public area, and providing a reasonably specific and detailed description of the personal property. Valid, government-issued identification is not required to claim impounded personal property.

( Ord. 6113, 2023)

**§ 9.96.080. Unlawful Conduct.**

- A. This chapter establishes a summary abatement remedy for the unlawful storage of personal property in public areas. The civil and criminal penalties of Chapters 1.25 and 1.28 of this Code shall not apply to violations of Section 9.96.030.
- B. Notwithstanding this section, no person shall resist, delay or obstruct a City employee from moving, removing, impounding or discarding personal property stored in a public area in violation of Section 9.96.030. This subdivision may be enforced as provided in Chapter 1.28 of this Code.
- C. Nothing in this chapter shall be construed to authorize any activity prohibited by Section 7.16.060 of this Code. Nothing in this chapter shall be construed to regulate storage of personal property on private property.

( Ord. 6113, 2023)



# CLEAN-UP 48-HOUR NOTICE

Posted Date:\_\_\_\_\_

Posted Time:\_\_\_\_\_

Clean-Up Begins:\_\_\_\_\_

Location:\_\_\_\_\_

There will be a clean-up of this area at least 48 hours after the posted date and time on this notice. All personal property must be removed from the area. Property remaining in the area may be considered abandoned and taken to the County landfill for disposal. Property of value will be retained by the City for 90 days, after which it will be disposed of.

**To claim property of value call (805) 448-0117.**

Remaining at this location can result in an arrest or citation for:

- 602 P.C. – Trespassing
- 374.4 P.C. – Littering
- 15.16.070 M.C. – Unlawful Camping
- 14.56.020 M.C. - Illegal Activities Relating to Watercourses
- 14.56.030 M.C. – Unlawful Activities Relating to the City Storm Drain System

For free, confidential 24/7 information and referrals for social services,  
call 211.

Questions regarding this clean-up can be directed to (805) 448-0117.



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Ciudad de Santa Bárbara



# LIMPIEZA

## AVISO DE 48 HORAS

Fecha de publicación: \_\_\_\_\_

Hora de publicación: \_\_\_\_\_

Comienza la limpieza: \_\_\_\_\_

Ubicación: \_\_\_\_\_

Se procederá una limpieza de esta zona al menos 48 horas después de la fecha y hora anunciadas en este aviso. Todos los bienes personales deben ser retirados de la zona. Los bienes que permanezcan en la zona podrán ser considerados abandonados y llevados al vertedero del condado para su eliminación. Los bienes de valor serán retenidos por la Ciudad durante 90 días, después de lo cual serán eliminados.

**Para reclamar bienes de valor llame al (805) 448-0117.**

Permanecer en este lugar puede resultar en un arresto o infracción por:  
602 P.C. – Allanamiento  
374.4 P.C. – Tirar basura  
15.16.070 M.C. – campar ilegalmente  
14.56.020 M.C. - Actividades ilegales relacionadas con los cursos de agua  
14.56.030 M.C. – Actividades ilícitas relacionadas con el sistema de alcantarillado pluvial de la ciudad

Para obtener información gratuita y confidencial 24 horas al día, 7 días a la semana, y derivaciones a servicios sociales, llame al 211.

Las preguntas relativas a esta limpieza pueden dirigirse al  
(805) 448-0117.

Ciudad de Santa Bárbara



# LIMPIEZA

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City of Santa Barbara



# POST CLEAN-UP NOTICE

Clean-up Date: \_\_\_\_\_

Clean-up Time: \_\_\_\_\_

There was a clean-up of this area at the above stated date and time. Property of value will be retained by the City for 90 days, after which it will be disposed of. All other items have been taken to the County landfill for disposal.

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Ciudad de Santa Bárbara



# AVISO POSTERIOR A LA LIMPIEZA

Fecha de limpieza: \_\_\_\_\_

Tiempo de limpieza: \_\_\_\_\_

Ubicación: \_\_\_\_\_

Hubo una limpieza de esta zona en la fecha y hora indicado arriba. Los bienes de valor serán retenidos por la ciudad durante 90 días, después de lo cual serán eliminados. Todos los demás artículos se han llevado al vertedero del condado para su eliminación.

**Para reclamar bienes de valor llame al (805) 448-0117.**

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(805) 448-0117.

Ciudad de Santa Bárbara



# AVISO POSTERIOR A LA LIMPIEZA

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Tiempo de limpieza: \_\_\_\_\_

Ubicación: \_\_\_\_\_

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