

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:

San Bernardino County Office of Homeless Services Outreach Team

Local Government Affiliation:

San Bernardino County Office Of Homeless Services

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

Marcus Dillard, 909-501-0644

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

Carla Embers, 909-382-3984

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

San Bernardino County

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, engagement, service coordination, and connection to housing resources.

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

Statewide Contacts for the CHP: 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.

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 San Bernardino County Office of Homeless Services

Affiliation _____

Mobile Number _____

Signature _____

Date _____

Outreach Organization Agreement

Name San Bernardino County Office of Homeless Services Outreach Team

Affiliation San Bernardino County Office of Homeless Services

Mobile Number _____

Signature _____

Date _____

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 _____