

## **ENCAMPMENT DELEGATED MAINTENANCE AGREEMENT WITH THE CITY OF MANTECA**

This ENCAMPMENT DELEGATED MAINTENANCE AGREEMENT ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE") and the City of Manteca ("LOCAL AGENCY"); each may be referred to individually as a "PARTY" and jointly as "PARTIES."

### **RECITALS**

1. This AGREEMENT will identify specific maintenance functions the LOCAL AGENCY will perform in the STATE right of way, including highway and freeway areas situated within STATE's jurisdictional limits as authorized under Streets and Highways Code Section 114 and 116.
2. This AGREEMENT does not supersede any Freeway Agreements or Maintenance Agreements executed by the PARTIES.

### **OPERATIVE PROVISIONS**

1. **Maintenance Services.** LOCAL AGENCY shall perform maintenance operations as set forth in this AGREEMENT, at the State Route(s) identified in Exhibit A. Maintenance operations include the removal of: encampments, litter, debris, and graffiti.
2. **Prior Delegated Maintenance Agreements.** This AGREEMENT does not supersede the PARTIES' prior Delegated Maintenance Agreement(s), Freeway Agreements or Maintenance Agreements executed by the PARTIES. The previous agreements shall remain in full force and effect.
3. **Maintenance Standards.** LOCAL AGENCY shall perform all "maintenance" as defined in Streets and Highways Code Section 27 and in compliance with the standards set forth in STATE policies, procedures and specifications in effect and as amended. LOCAL AGENCY shall also follow applicable municipal ordinances as long as it is not in conflict with STATE law, policies, procedures and specifications and meets the requirements of this AGREEMENT.
4. **Maintenance Areas and Services.** LOCAL AGENCY shall only perform maintenance services in the STATE right of way locations described in Exhibit A, hereinafter referred to as LOCATIONS.

5. **REVISING EXHIBITS.** PARTIES can revise this AGREEMENT by mutually amending, replacing, or providing additional pages to the Exhibits. Any such change must be signed by authorized representatives of PARTIES, and no formal amendment to the body of this AGREEMENT will be necessary. The revised Exhibit will thereafter supersede the previous Exhibit and become part of this AGREEMENT.

6. **AMENDMENT TO AGREEMENT.** Except as provided in the preceding sections concerning Exhibit amendments, the terms of this AGREEMENT may only be amended by a formal written amendment executed by both PARTIES.

7. **Unsheltered Encampment Removal.**

A. Definitions:

1. **MPD 1001 R1** (Exhibit D) - Maintenance Policy Directive issued by the State, establishes the agency's official policy for the removal of encampments from state highway rights-of-way. Please refer to MPD 1001 R1

2. **PEH-** Persons Experiencing Homelessness

3. **Priority Level 1** (Critical Priority for Expeditious Removal)  
Encampments that pose an imminent threat to life, health, safety, or infrastructure require immediate removal without prior notice.

Examples of Imminent Threats:

- Encampment close to traffic, with PEHs at immediate risk of being struck by vehicles.
- PEHs living in confined spaces, such as bridge cells.
- Encampment near an unstable structure at risk of collapse. Please refer to MPD 1001 R1.

4. **Priority Level 2** (Removal Needed)

Encampments that do not pose an immediate threat. Please refer to MPD 1001 R1.

B. Factual determination of whether an encampment is Priority Level 1 will need prior confirmation by the STATE Encampment Specialist Maintenance Superintendent.

C. Immediately upon discovery and receiving confirmation as provided in the preceding clause, by the STATE Encampment Specialist Maintenance Superintendent, LOCAL AGENCY shall

remove Level 1 encampments and shall inform by phone and email of such removal the STATE's Encampment Specialist Maintenance Superintendent. Removal of Level 1 encampments shall be pursuant to MPD 1001 R1.

D. LOCAL AGENCY, shall remove Level 2 encampments and in doing so shall adhere to STATE standards for working with PEH at the LOCATIONS, as detailed in MPD 1001 R1 and applicable State and Federal law.

E. When possible, allow two weeks to perform outreach services for priority Level 2 encampments. LOCAL AGENCY shall submit an Encampment Removal Request Form to the STATE's Encampment Specialist Maintenance Superintendent and include all requested information including timestamped photos (LOCAL AGENCY shall not move forward until the Removal Request has been approved and signed by appropriate STATE personnel. Within one week of the completion date of a removal, the LOCAL AGENCY shall complete and submit to the STATE's Encampment Specialist Maintenance Superintendent, all information required in the After-Action Report, including after photos. LOCAL AGENCY may use alternative forms or reporting templates so long as all required information is included.

F. Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the LOCATIONS.

8. **Graffiti Removal.** LOCAL AGENCY shall remove all graffiti from LOCATIONS. LOCAL AGENCY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE. Graffiti removal must protect air and water quality as required by law. LOCAL AGENCY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.06.
9. **Maintenance Service Schedule.** LOCAL AGENCY shall provide STATE's District Area Maintenance Superintendent, as shown in Exhibit C, the maintenance service schedule no less than 7 days telephone or email notice before performing any maintenance services under this AGREEMENT. Their email and phone number are listed on Exhibit C. LOCAL

AGENCY shall provide the District Maintenance Agreement Coordinator (DMAC) and District Area Maintenance Superintendent identified in Exhibit C of this AGREEMENT with an encampment, litter, and graffiti removal schedule. Maintenance services shall be provided on an as needed basis. Prior written approval must be received from the STATE's District Encampment Specialist through the DMAC. Additionally, LOCAL AGENCY shall either create a contract with CHP for MAZEPP or arrange for use of other local law enforcement as appropriate and authorized by CHP prior to performing any work. Maintenance services shall be performed between the hours of 7:00 a.m. and 3:00 p.m. or as otherwise authorized by the State Representative, if necessary. LOCAL AGENCY must request through the DMAC prior written approval from STATE's District Maintenance Supervisor to perform any maintenance services before 7:00 a.m. or after 3:00 p.m. and/or weekends and holidays.

10. **Authorized Reimbursement.** The functions, frequency and levels of maintenance services delegated to LOCAL AGENCY under this AGREEMENT and amounts appropriated to STATE for this AGREEMENT, have been considered in setting the total reimbursement amounts due to the LOCAL AGENCY under this AGREEMENT. STATE shall reimburse LOCAL AGENCY up to the amount shown in Exhibit A-1. LOCAL AGENCY may perform additional work if desired, but STATE will not reimburse LOCAL AGENCY for any work in excess of the authorized dollar limits established herein.
11. **Billing, Payment and Reporting.**
  - 11.1 **Billing Date.** LOCAL AGENCY shall promptly submit billing invoices in arrears to the STATE, for each past quarter including the period prior to the close of STATE's fiscal year on each June 30<sup>th</sup>.
  - 11.2 **Billing Submission Format.** Each billing invoice shall include all of the following:
    - a. STATE's AGREEMENT number;
    - b. Date(s) of services;
    - c. Location of services;
    - d. Number of hours and hourly rates;
    - e. Receipts for trash disposal; and
    - f. Receipts for equipment, materials, and supplies;
    - g. Before and after photos.

STATE shall pay LOCAL AGENCY for the actual cost of maintenance service which is satisfactorily performed but shall not exceed the amounts shown in Exhibit A-1.



12. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES' successors-in-interest, including, but not limited to any public entity to whom any part of the STATE right of way covered under this AGREEMENT may be relinquished and any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits.
13. **Encroachment Permits.** Before LOCAL AGENCY or its contractor may enter STATE right of way to perform any maintenance services in the areas covered by this AGREEMENT, the LOCAL AGENCY or its contractor must apply and the STATE's District Encroachment Permit Office must issue an annual encroachment permit at no cost to LOCAL AGENCY. LOCAL AGENCY must obtain additional encroachment permits, if necessary, to enter or perform any work within STATE right of way not covered by this AGREEMENT. STATE will issue these additional encroachment permits at no cost to LOCAL AGENCY.
14. **Legal Disposal of Litter Collected.**  
LOCAL AGENCY shall make its own arrangements for the legal disposal of litter or debris materials to authorized disposal sites. LOCAL AGENCY shall not leave any filled litter bags, litter piles or other groups of litter assembled during its maintenance services along or in STATE Right of Way. Such litter groupings shall be removed out of STATE Right of Way each day LOCAL AGENCY performs the maintenance services in this AGREEMENT.
15. **Storage of Personal Items.**  
LOCAL AGENCY shall meet the storage requirements of not less than 60 days for any personal property that is collected as set forth in MPD 1001 R-1. LOCAL AGENCY shall follow MPD 1001 R-1 with regard to the items that are to be collected and stored. To the extent LOCAL AGENCY deviates from these requirements, LOCAL AGENCY shall fully defend, indemnify and save harmless STATE and its officers and employees from all claims, suits, or actions of every kind occurring by reason of any deviation from MPD 1001 R-1 as set forth in the indemnification paragraph below.
16. **Hazardous Waste and Hazardous Materials.**  
LOCAL AGENCY shall be fully and solely responsible for the proper identification, handling, removal and disposal of all hazardous waste and hazardous material during the performance of maintenance services pursuant to this AGREEMENT.

17. **Safety and Worker Compliance.** LOCAL AGENCY shall be solely responsible for crew pay, workers compensation and any other benefits required by state and federal law. Subcontractors and crew members are not considered STATE's employees at any time. LOCAL AGENCY shall comply with all applicable State and Federal statutes and regulations governing worker and public safety, including but not limited to compliance with CAL-OSHA regulations and guidelines.

LOCAL AGENCY shall make arrangements through the STATE if traffic controls, flags, signs, or lane closures are necessary to safely perform any maintenance services. STATE's maintenance Supervisor or designee shall determine what protections are required at the worksite pursuant to applicable provisions of the STATE's (Caltrans) Maintenance Manual, including but not limited to Volume 1, Chapter 8, Protection of Workers.

18. **Equipment and Supplies.** LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the maintenance services under this AGREEMENT. STATE shall reimburse LOCAL AGENCY for the reasonable costs of such equipment and supplies not to exceed the authorized expenditures set forth in Exhibit A-1.

19. **Legal Relations and Responsibilities.**

19.1 **No Third-party Beneficiaries.** This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the maintenance of STATE highways different from the standard of care imposed by law.

19.2 **Indemnification.** Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. LOCAL AGENCY shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors and/or its agents pursuant to this AGREEMENT.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason

of anything done or omitted to be done by STATE, in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. STATE shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by STATE, its contractors, subcontractors, and/ or its agents pursuant to this Agreement.

- 19.3 **Work-related Injuries.** If a LOCAL AGENCY-assigned crew member is injured while performing maintenance services under this AGREEMENT, LOCAL AGENCY or its designated subcontractor shall be responsible for ensuring the crew member is given prompt medical care and treatment and, if necessary, transportation to a medical facility. LOCAL AGENCY or its designated subcontractor shall administer any injury and workers compensation claims. LOCAL AGENCY shall notify the STATE's Area Maintenance Superintendent within twenty-four (24) hours when any such incident has occurred.

20. **Prevailing Wages and Labor Compliance.** If the work performed under this AGREEMENT falls within the requirement of Prevailing wages as per Labor Code Section 1720 through 1815 -LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's maintenance services under this AGREEMENT. LOCAL AGENCY agrees to include prevailing wage requirements in its contracts for public works. Work performed by LOCAL AGENCY's own forces is exempt from the Labor Code's prevailing wage.

21. **Insurance.**  
**Self-Insured.** LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess by delivering a Letter certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit B and identify the AGREEMENT number, and location as depicted in Exhibit A. LOCAL AGENCY shall provide the original Letter certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit B.

**Self-Insured using Contractor.** If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess. LOCAL AGENCY shall provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.

22. **Budget Contingency.** STATE's payments to LOCAL AGENCY are contingent upon the Legislature appropriating sufficient funds under the Budget Act and the encumbrance of funding to STATE's District Office.
23. **Termination.** Either PARTY may terminate this AGREEMENT upon 30 days' prior written notice to the other PARTY.
24. **Effective Date (Term) of Agreement.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT and shall expire on June 30<sup>th</sup>, 2027.
25. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized under the law to execute this AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority as required.
26. **Default.** If LOCAL AGENCY fails to perform obligations assumed under this agreement, the STATE may, by written notice, request that the default be remedied within thirty (30) calendar days. If LOCAL AGENCY fails or refuses to do so, the STATE may seek legal remedies including specific performance, complete the obligations and refuse to pay LOCAL AGENCY's future invoices until STATE's expenses are redeemed.
27. **Counterparts.** This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

28. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.
29. **Party Representatives and Notices.** All notices, document submittals and invoices required under this AGREEMENT shall be deemed to have been fully given when made in writing and received by the PARTIES at their respective addresses listed on Exhibit C.
30. **List of Exhibits.**  
Exhibit A – Locations  
Exhibit A-1 – Funding  
Exhibit B – Proof of Insurance  
Exhibit C- PARTY Representatives and Contacts  
Exhibit D - Maintenance Policy Directive (MPD) 1001 R1

THE CITY OF

MANTECA

Dated: \_\_\_\_\_  
Mayor/Chairman

APPROVED:

Dated: \_\_\_\_\_  
City/ Manager

Dated: \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

Dated: \_\_\_\_\_  
Deputy District Director  
Maintenance District

**EXHIBIT A**  
**LOCATIONS**

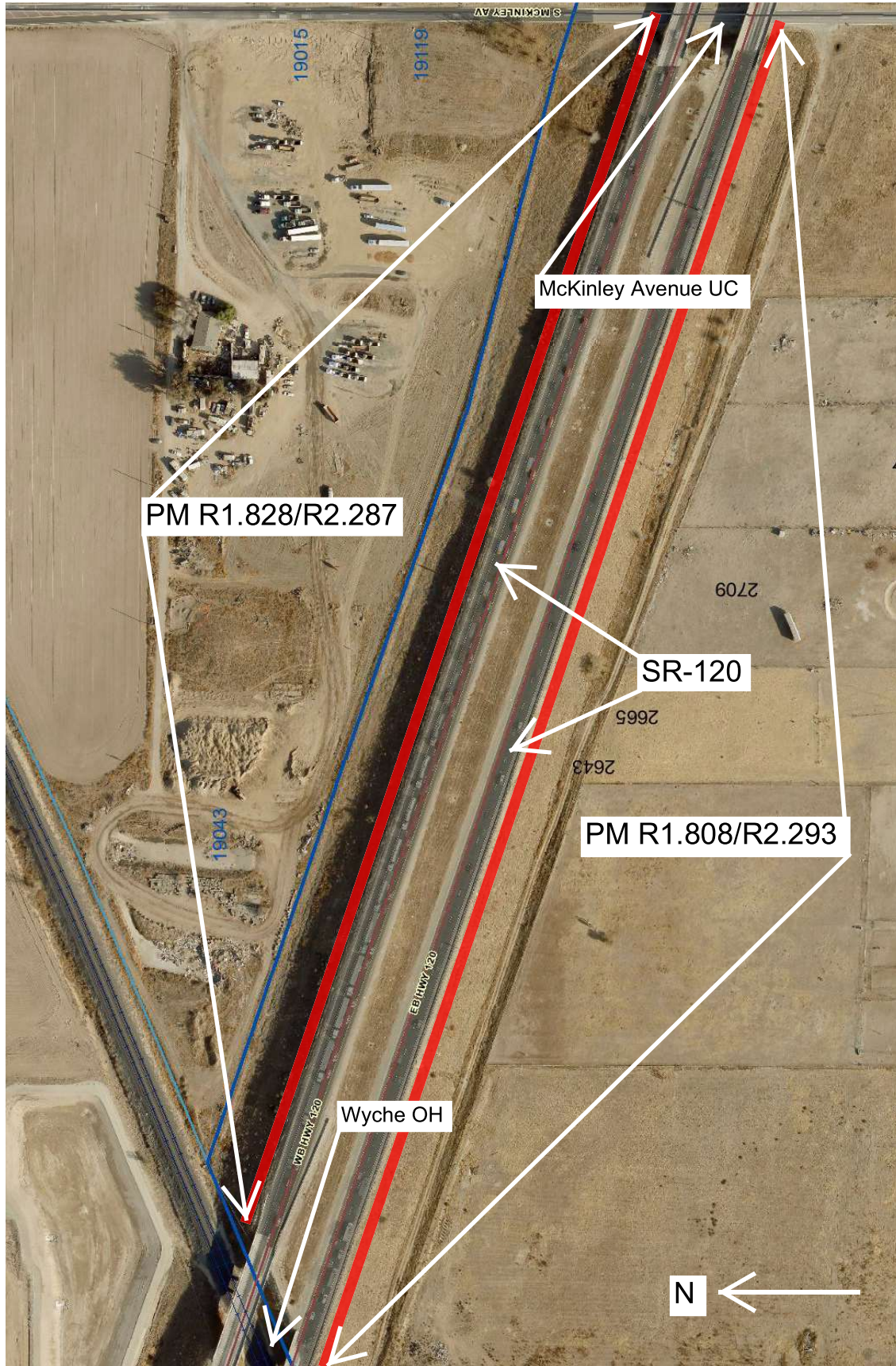
Route No.	Length Miles	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
SR 120	Location 1-15	<b>Refer to Exhibit Map within the Manteca city Limits (set forth in Exhibit A)</b>	DMA	Actual Cost
SR 99	Location 16-17	<b>Refer to Exhibit Map within the Manteca city Limits (set forth in Exhibit A)</b>	DMA	Actual Cost



Exhibit "A"

Location 1

SJ-120, PM-R1.828 To R2.293 EB  
SJ-120, PM-R1.808 To R2.287 WB



— LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)



Exhibit "A"

Location 2

SJ-120, PM-R2.293R To 2.762 EB

SJ-120, PM-R2.287 To R2.756 WB



— LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)



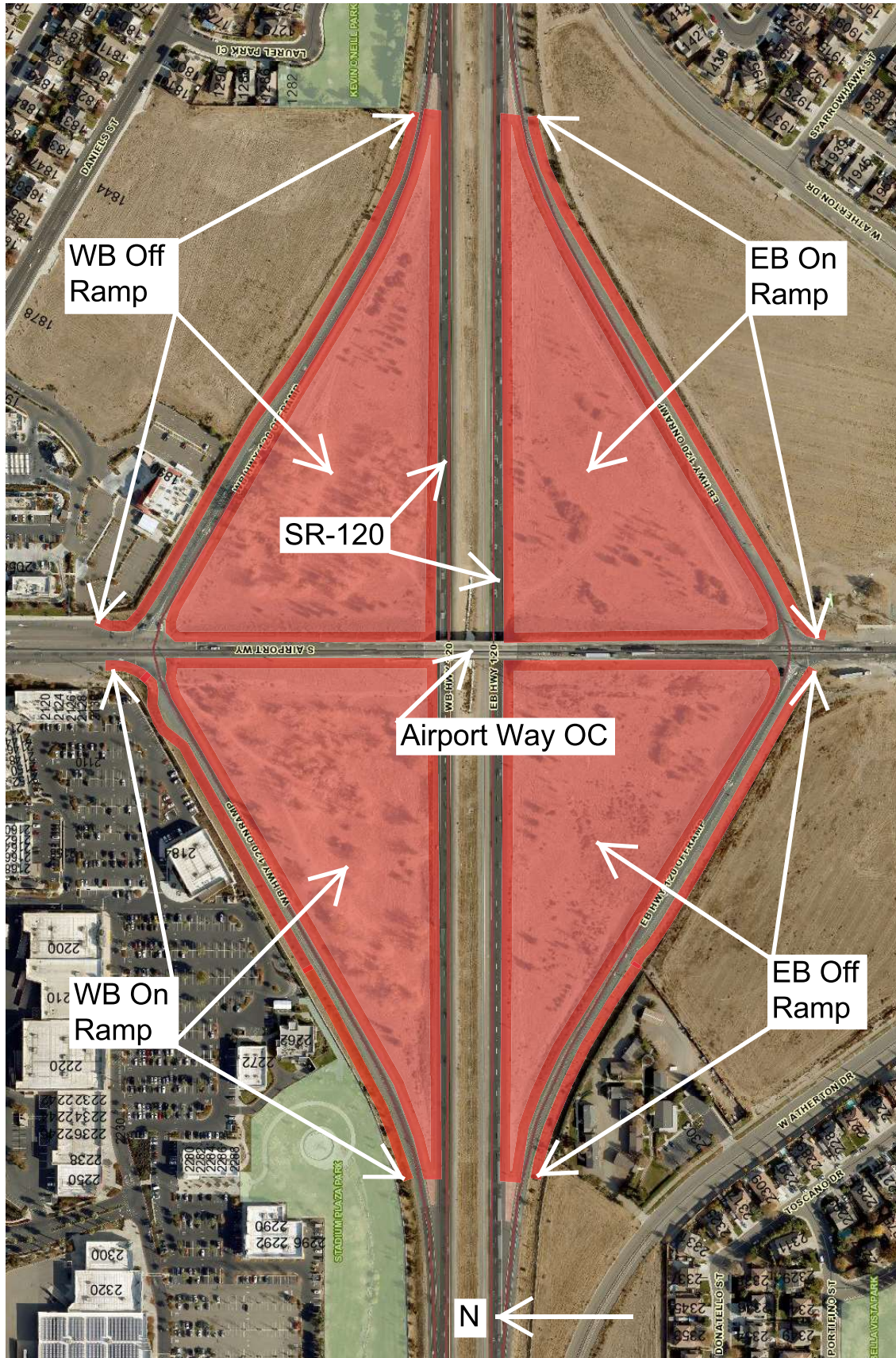




Exhibit "A"

Location 4

SJ-120, PM-R3.043 To PM-3.615 @ Airport Way OC On and Off Ramps  
Only EB & WB

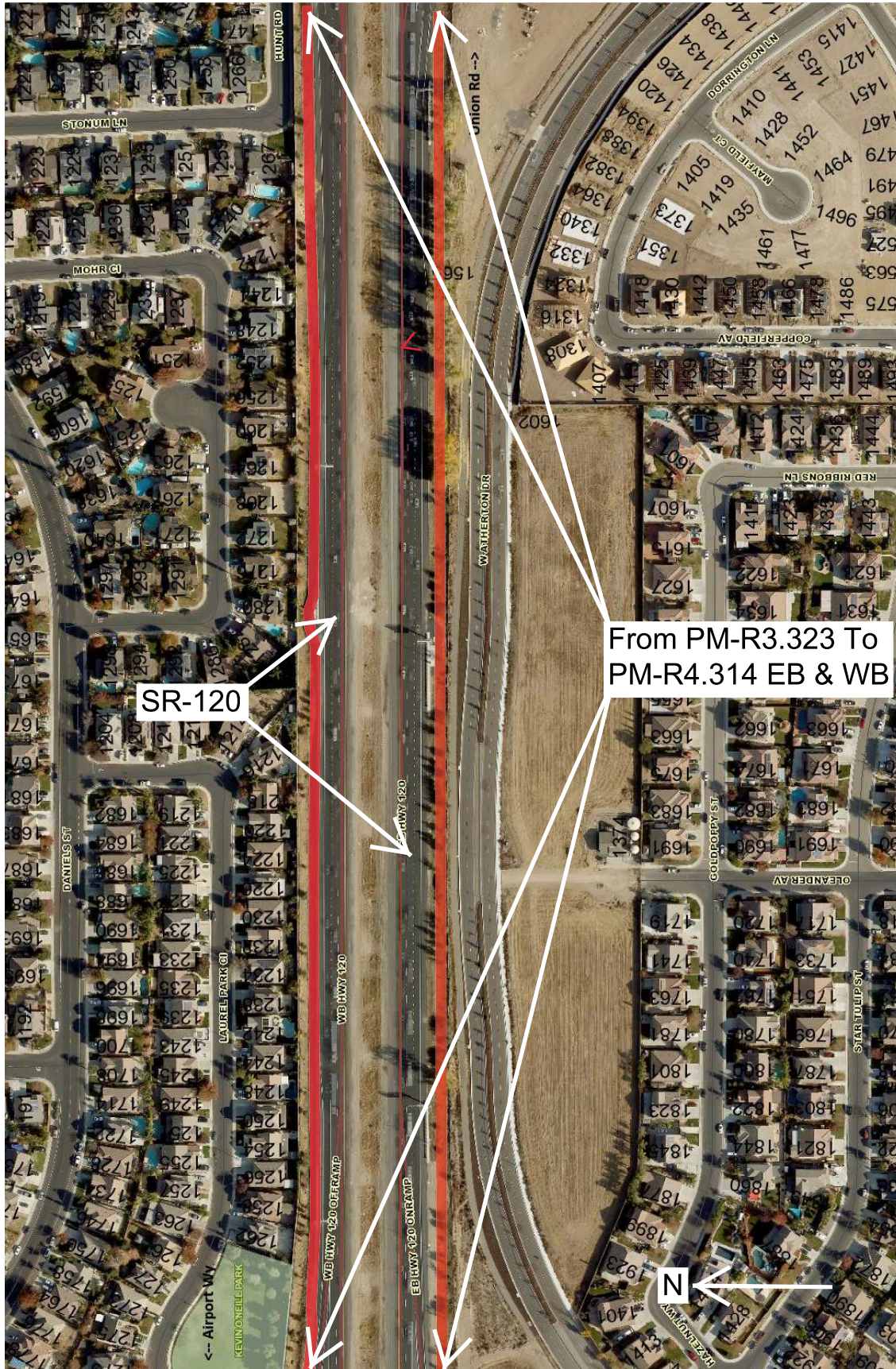


— LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)



Exhibit "A"  
Location 5

SJ-120, PM-R3.323 (Airport Way OC) TO PM-R4.314 (Union Road OC) EB & WB

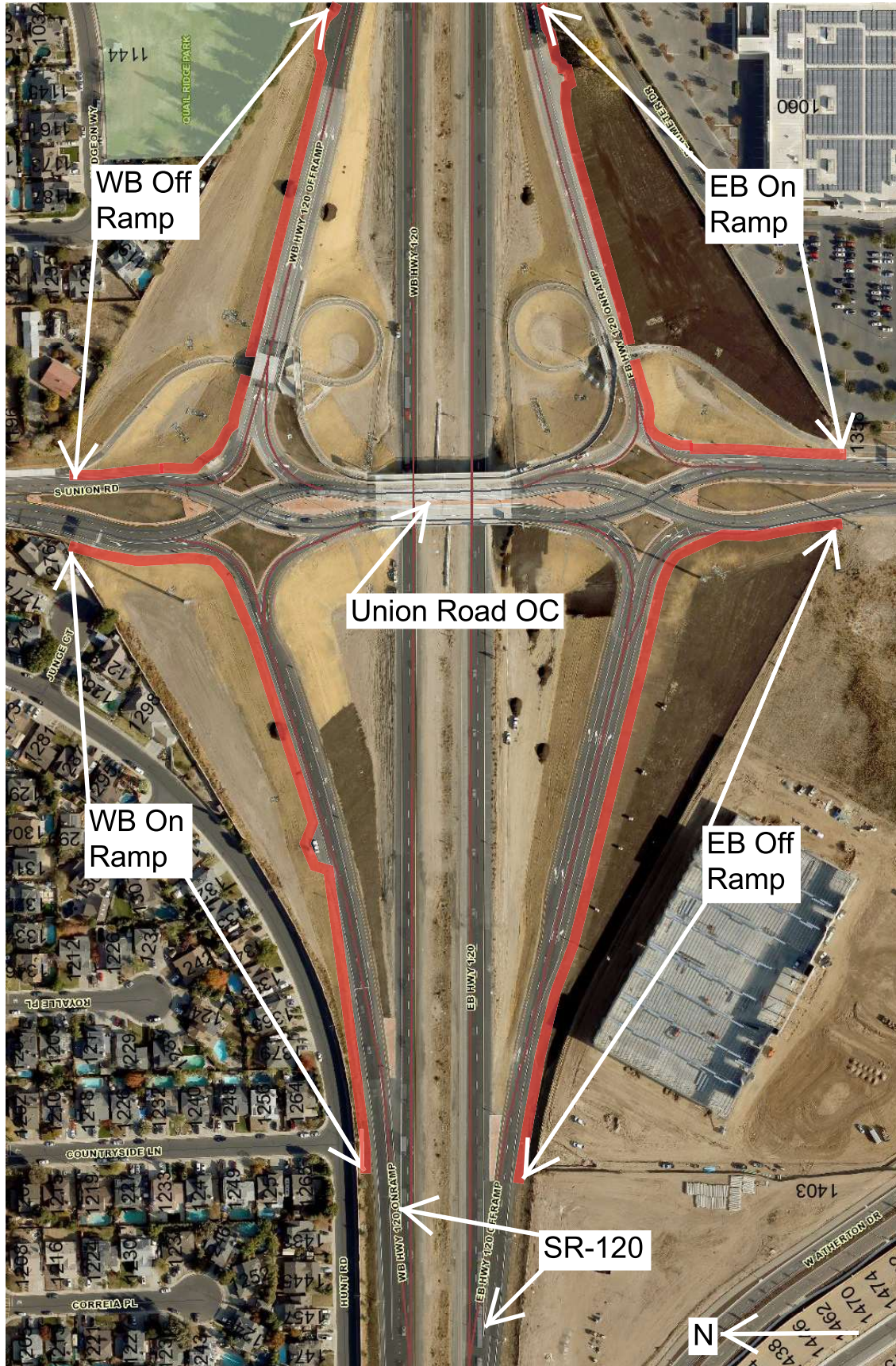


LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)



Exhibit "A"  
Location 6

SJ-120, PM-R4.063 To PM-R4.582 @ Union Road OC On and Off Ramps Only EB & WB

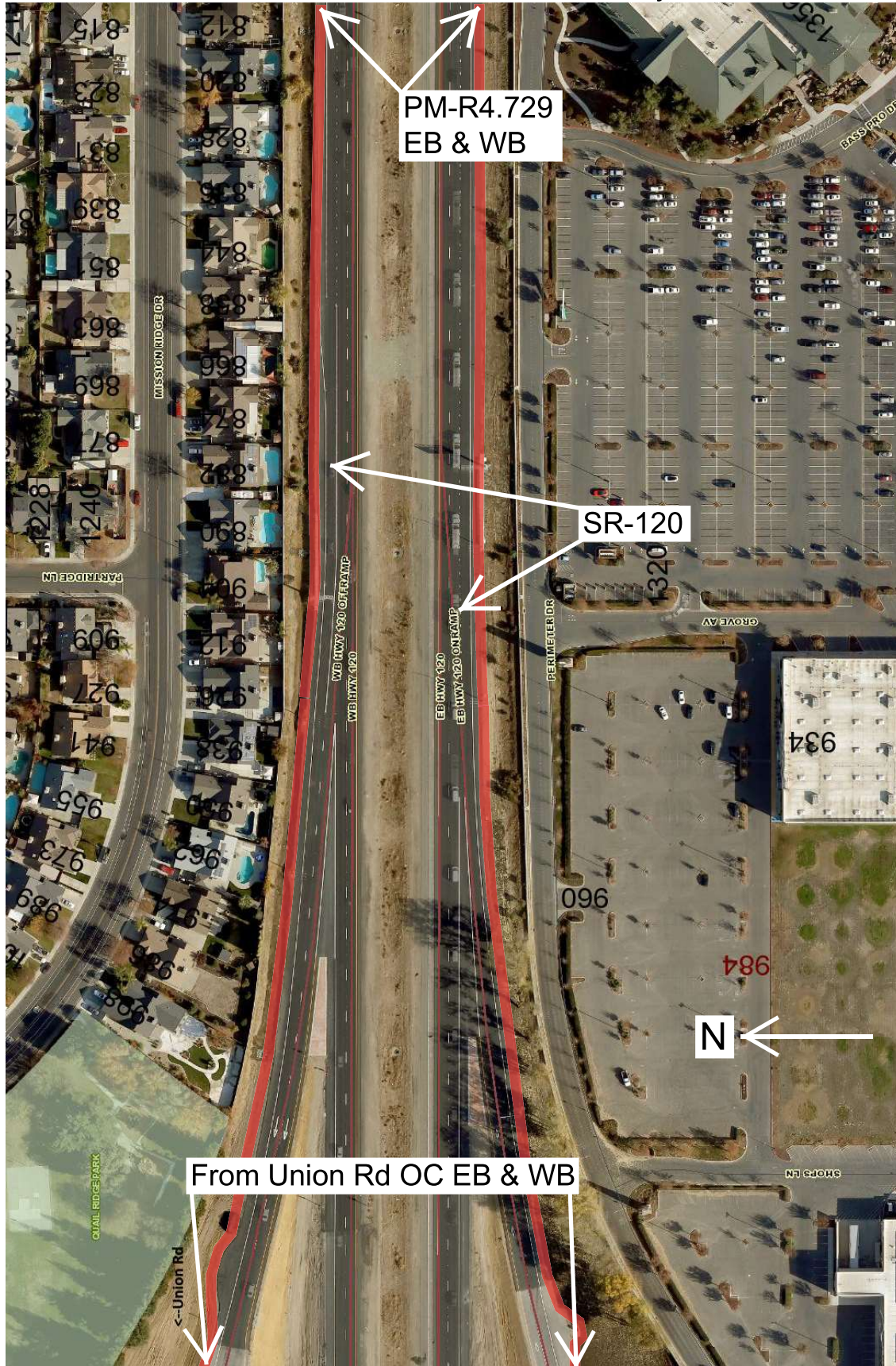


LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)



Exhibit "A"  
Location 7

From PM-R4.582 WB Off Ramp and EB On Ramp of Union Rd OC To  
PM-R4.729 EB and WB Shoulders Only

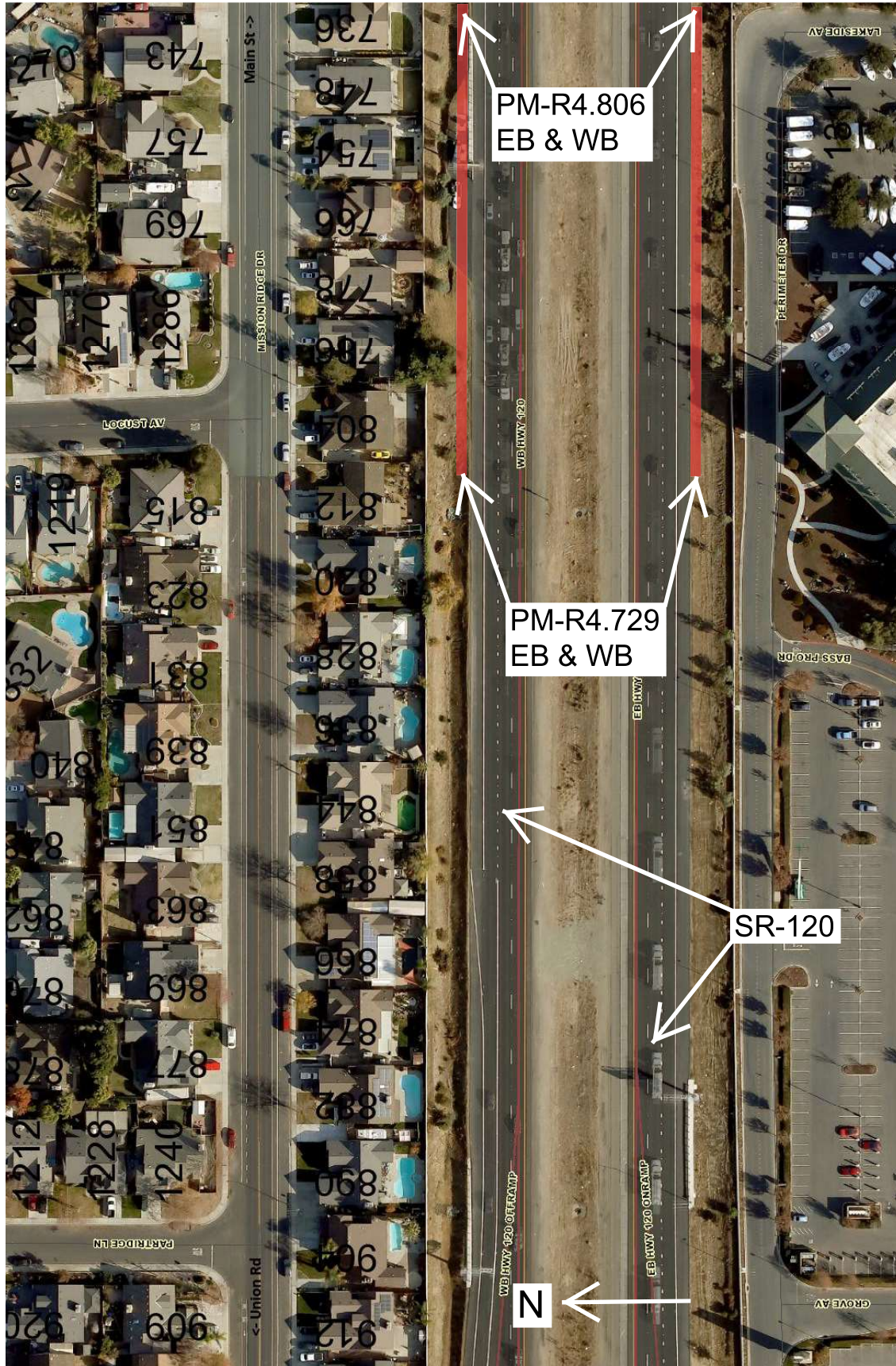


— LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)



Exhibit "A"  
Location 8

From SJ-120, PM-R4.729 To PM-R4.806 EB and WB Shoulders Only

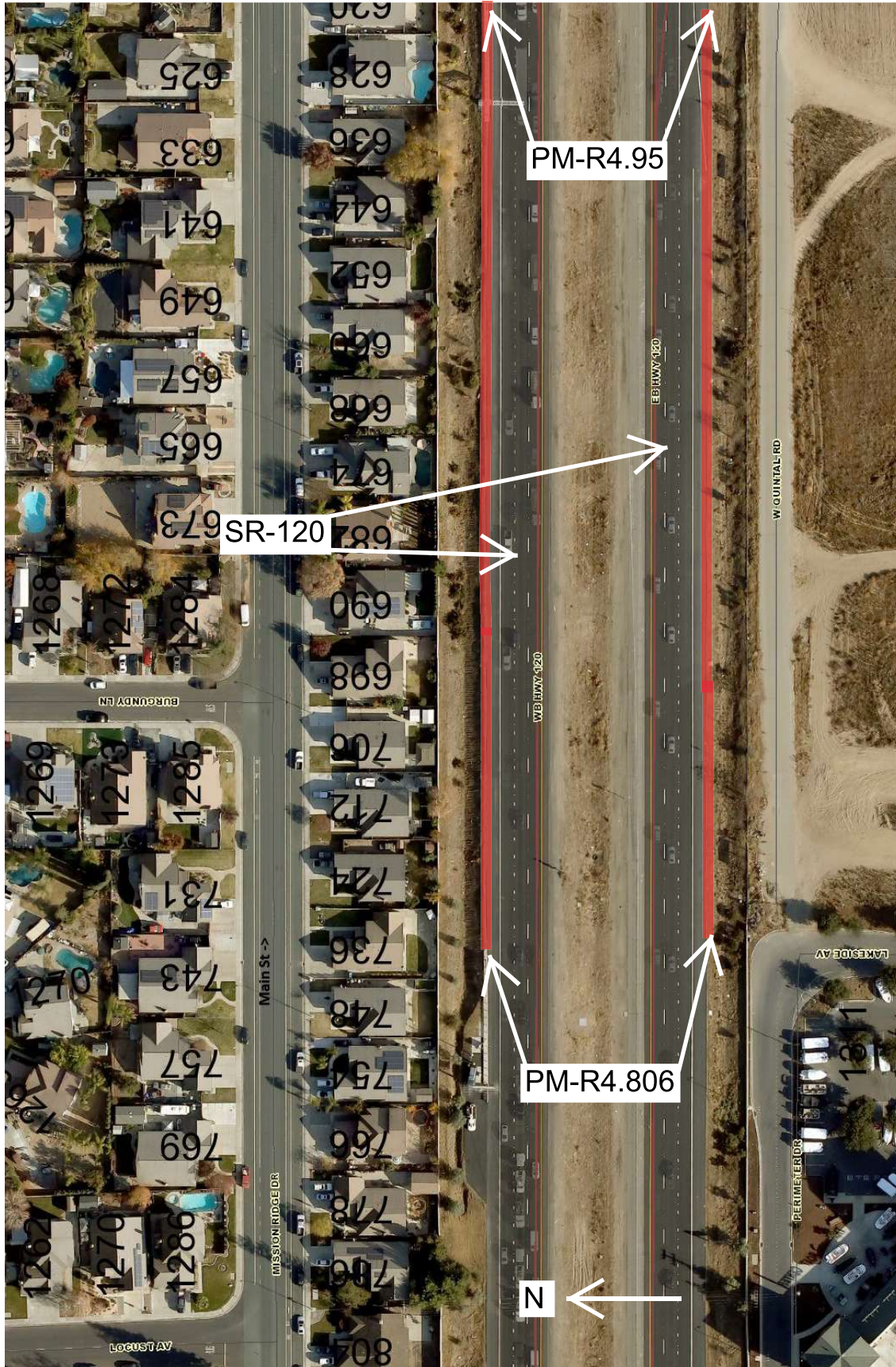


— LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)



Exhibit "A"  
Location 9

From SJ-120, PM-R4.806 To PM-R4.95 EB and WB Shoulders Only

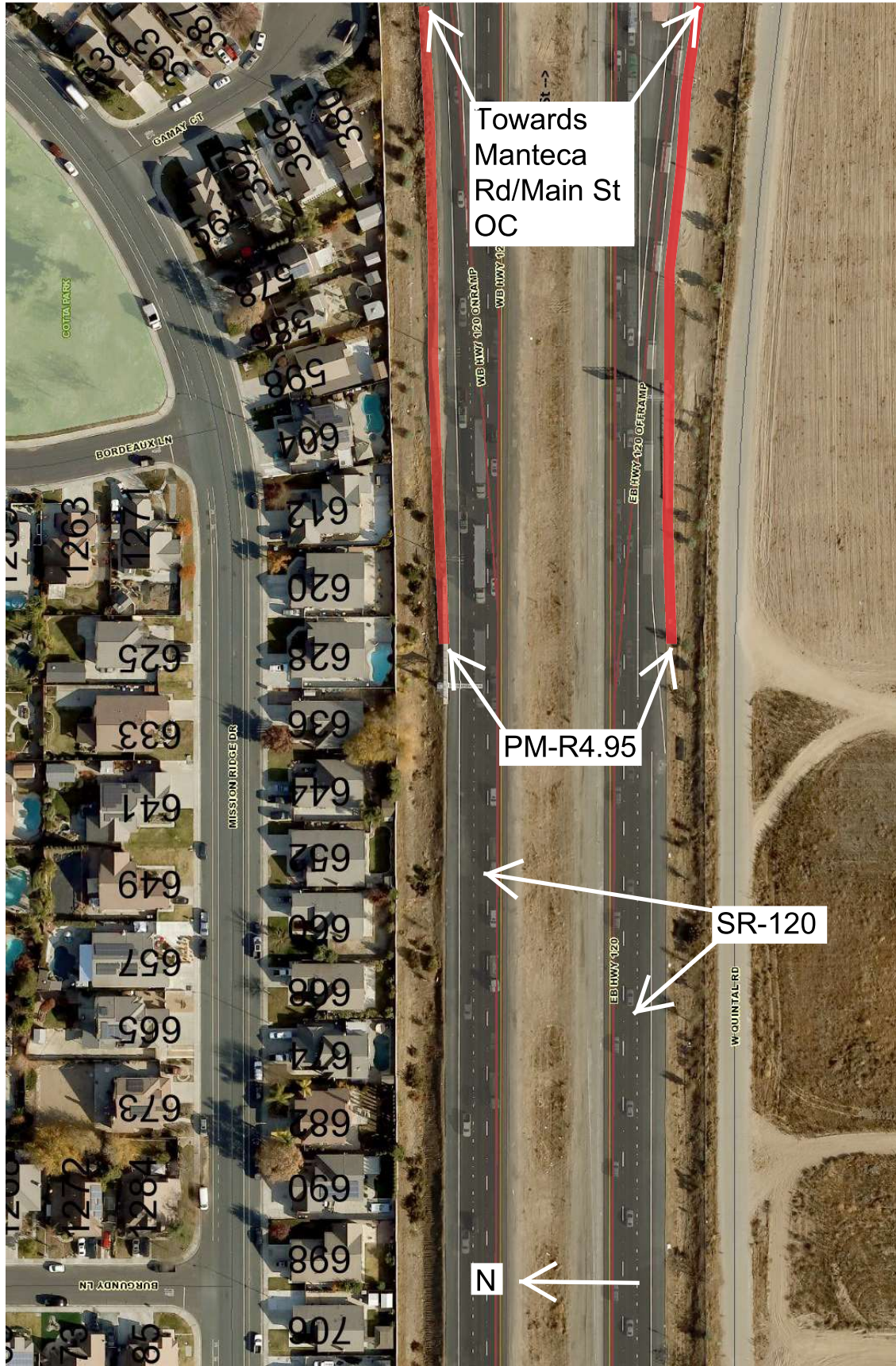


— LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)



Exhibit "A"  
Location 10

From SJ-120, PM-R4.95 EB and WB Towards To PM-R5.011 Manteca Rd/Main Street OC

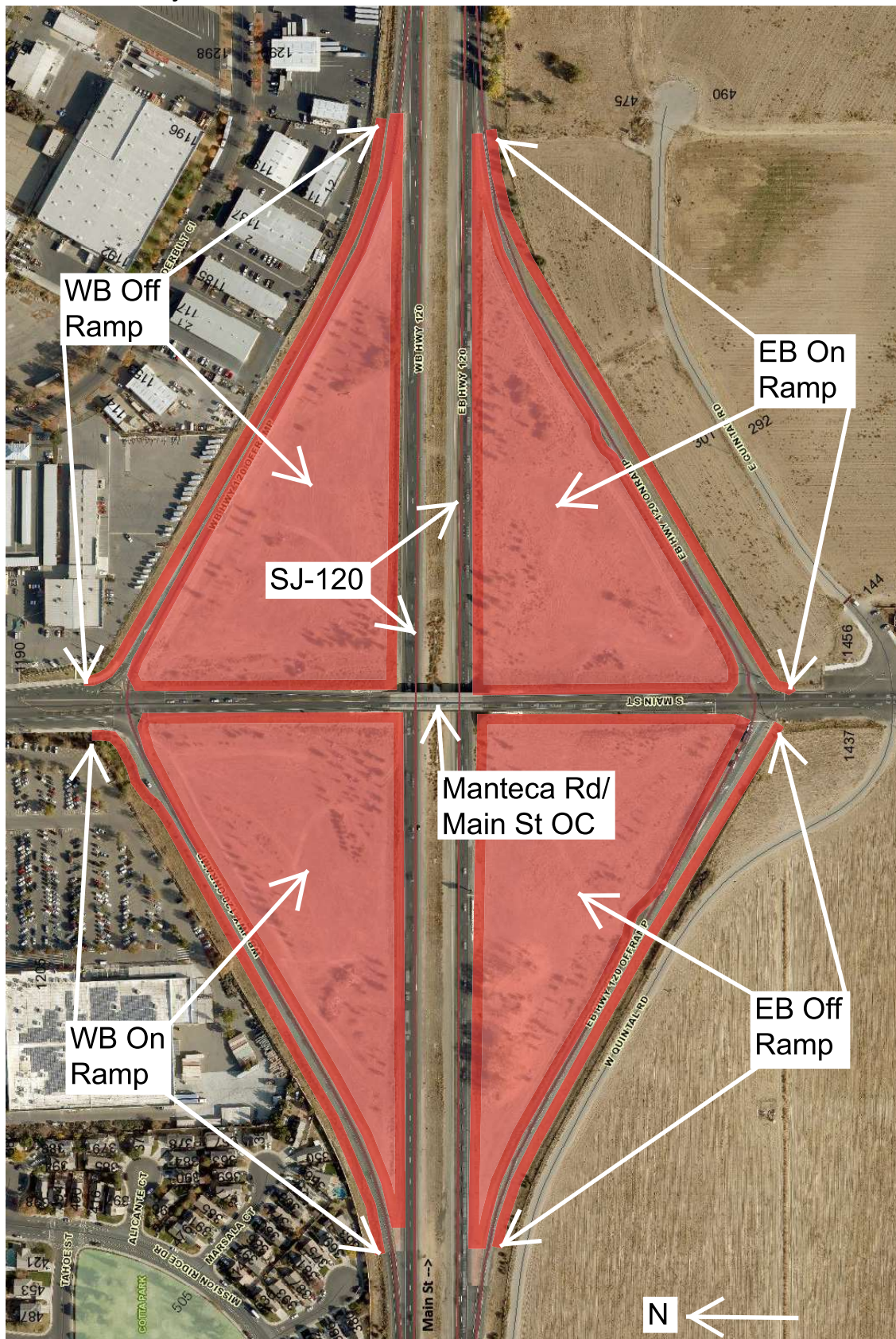


— LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)



Exhibit "A"  
Location 11

SJ-120, PM-R5.011 To PM-R5.633 @ Manteca Rd/Main St OC EB & WB On and Off Ramps Shoulder Only

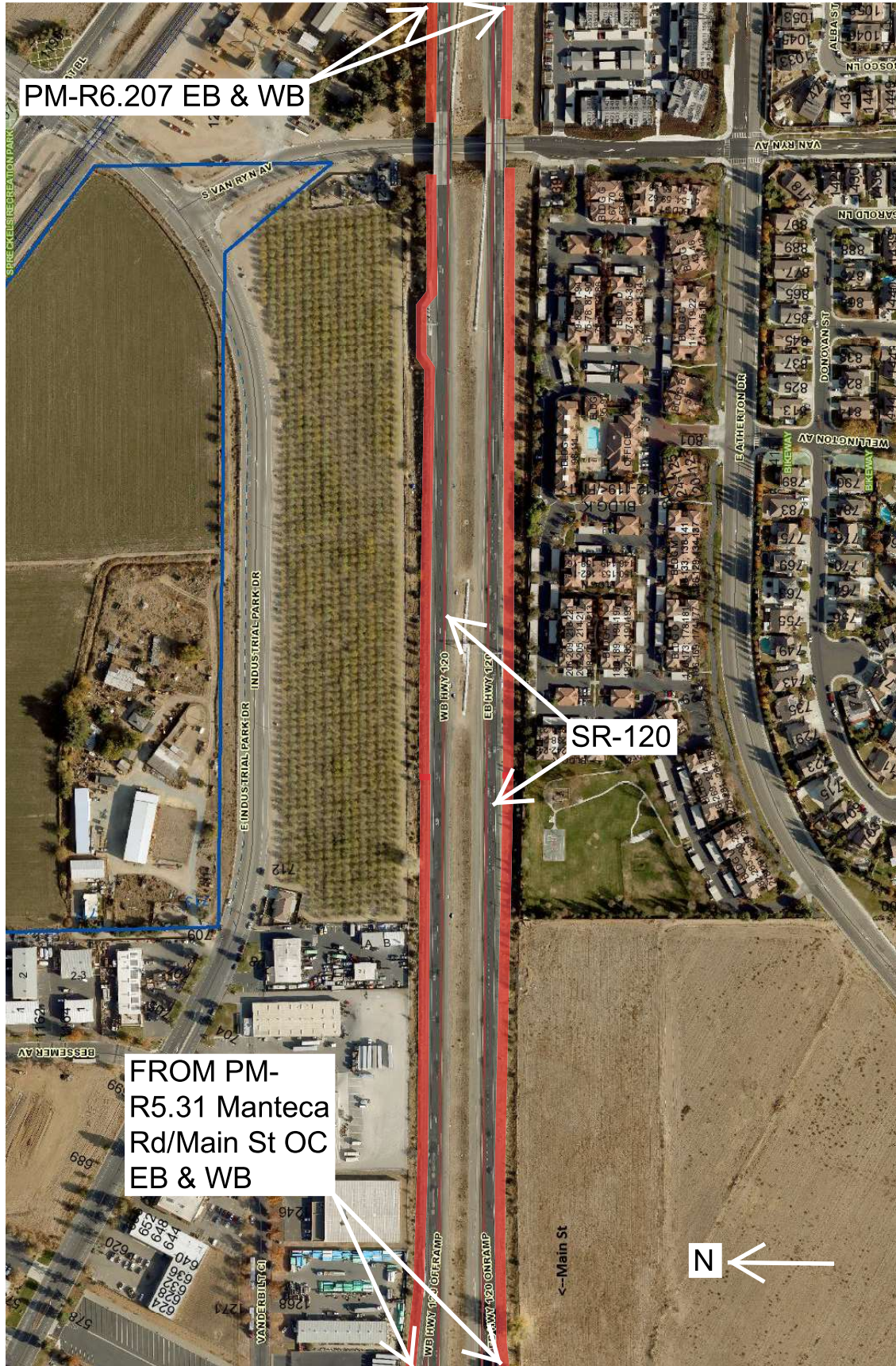


— LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)



Exhibit "A"  
Location 12

From PM-R5.633 Manteca Rd/Main St OC To PM-R6.207 EB & WB Shoulder Only



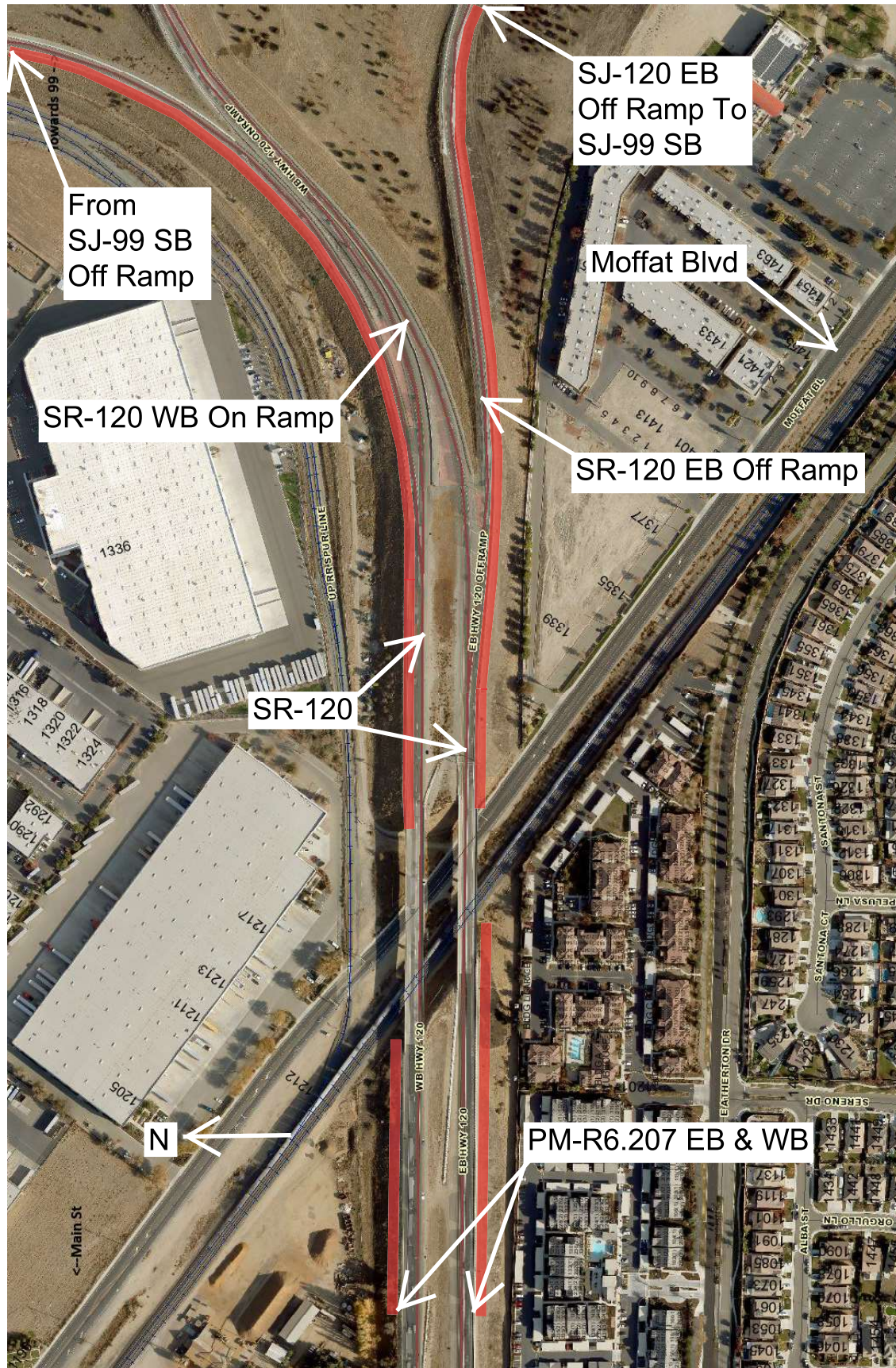
— LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)



# Exhibit "A"

## Location 13

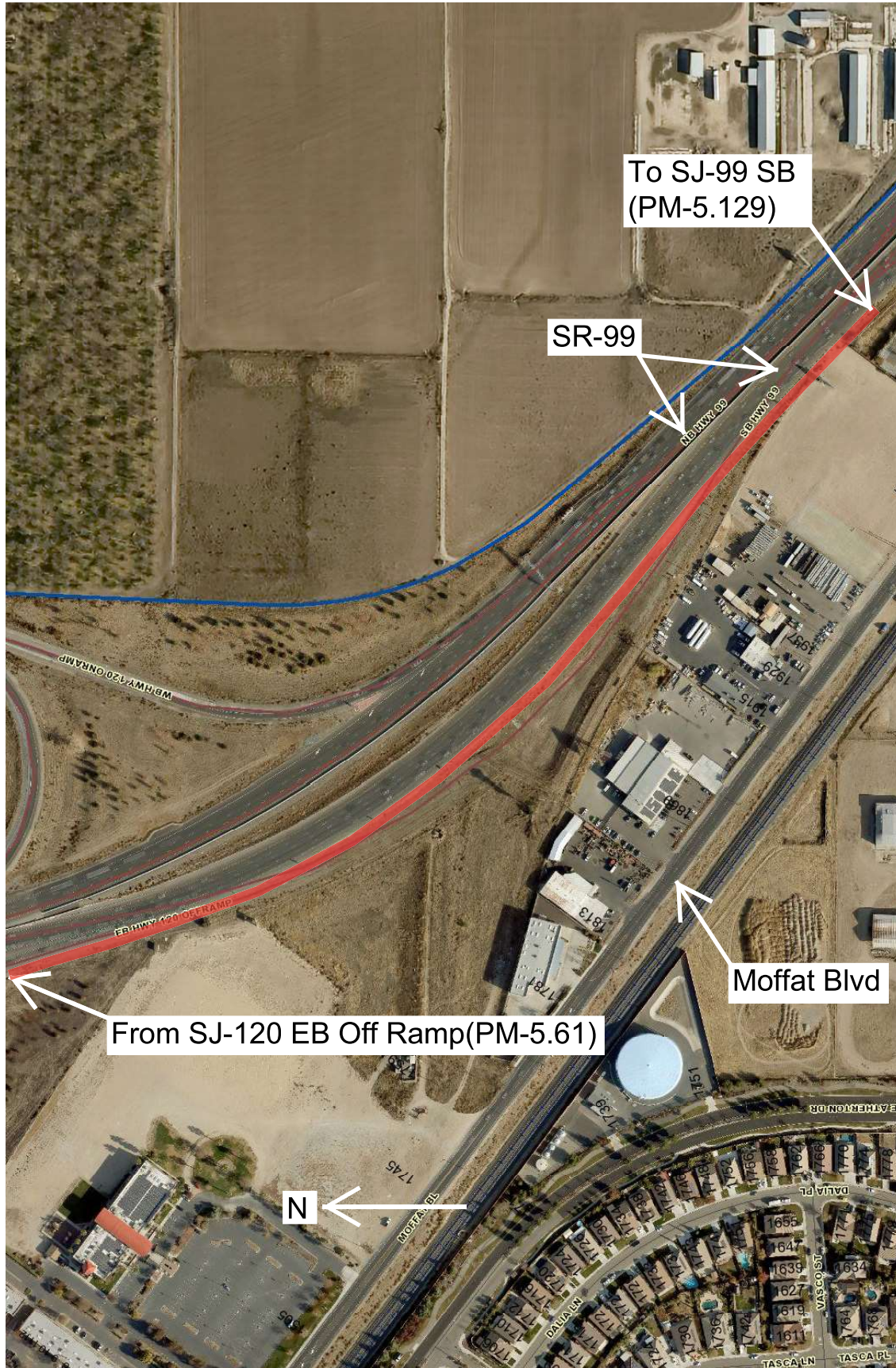
From SJ-99 SB Off Ramp to SR-120 WB PM-R6.207 and  
From SJ-120, PM-R6.207 EB To SJ-120 EB Off Ramp To SJ-99 SB



— LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)



Exhibit "A"  
Location 14  
From SJ-120 EB Off Ramp PM-5.61 To SJ-99 SB PM-5.129

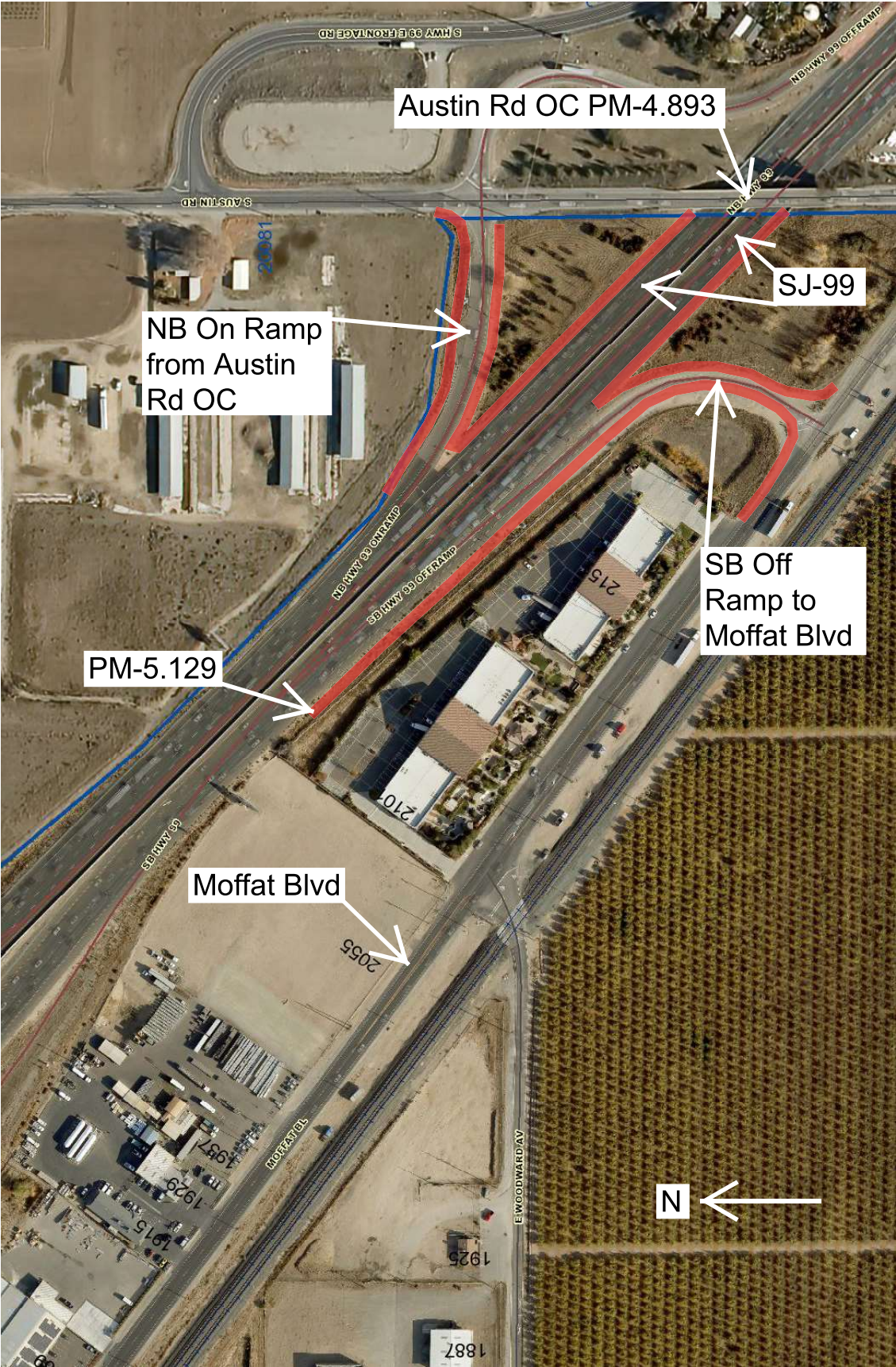


— LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)



Exhibit "A"  
Location 15

At NB On Ramp PM-4.893 from Austin Rd OC and at SB Off Ramp to Moffat Blvd Shoulder Only



 LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)



Exhibit A  
Location 16

SJ-99, PM-6.415 To PM-6.862 @ Yosemite Ave On and Off Ramps Only  
EB & WB

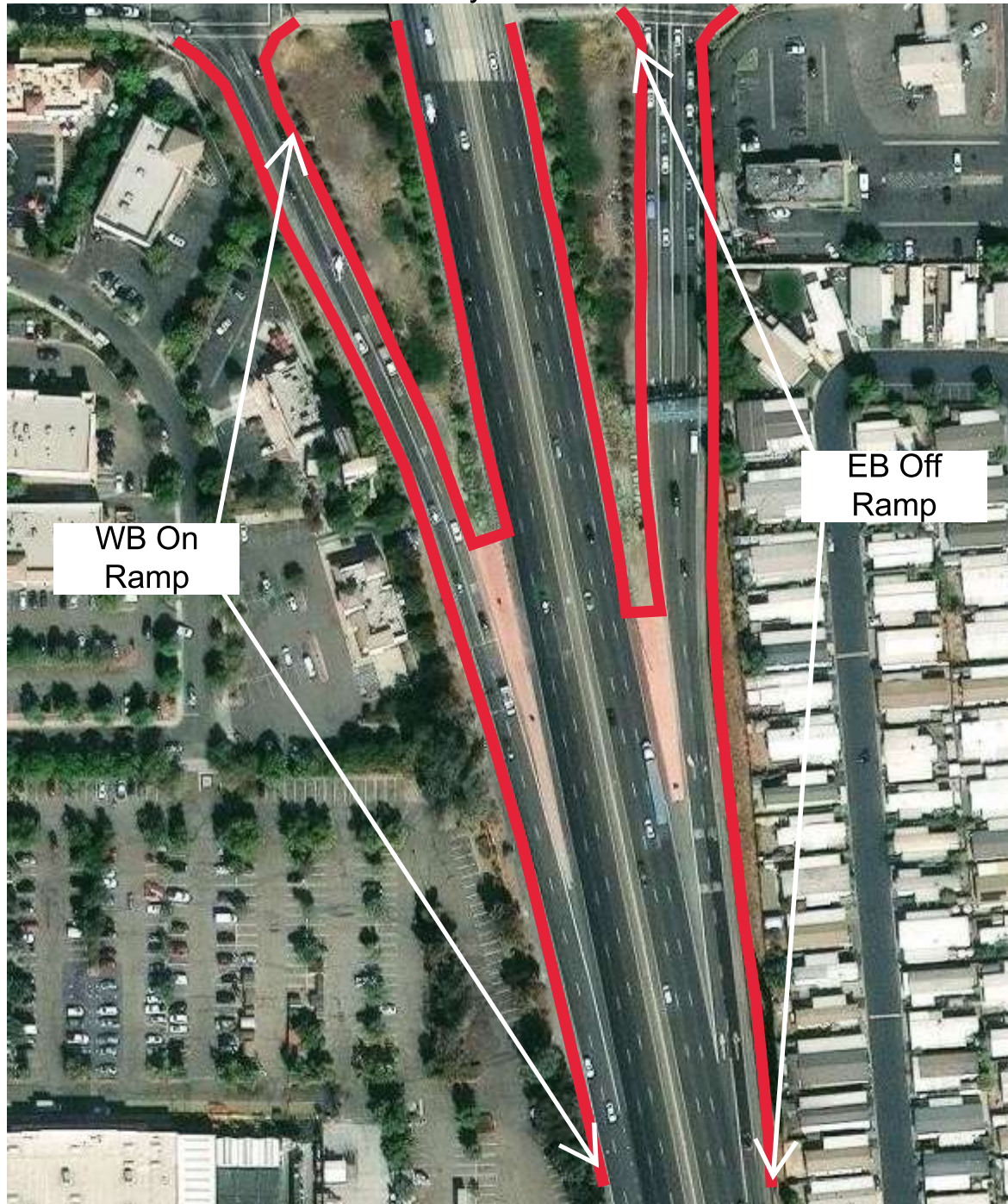


— LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)



Exhibit A  
Location 16

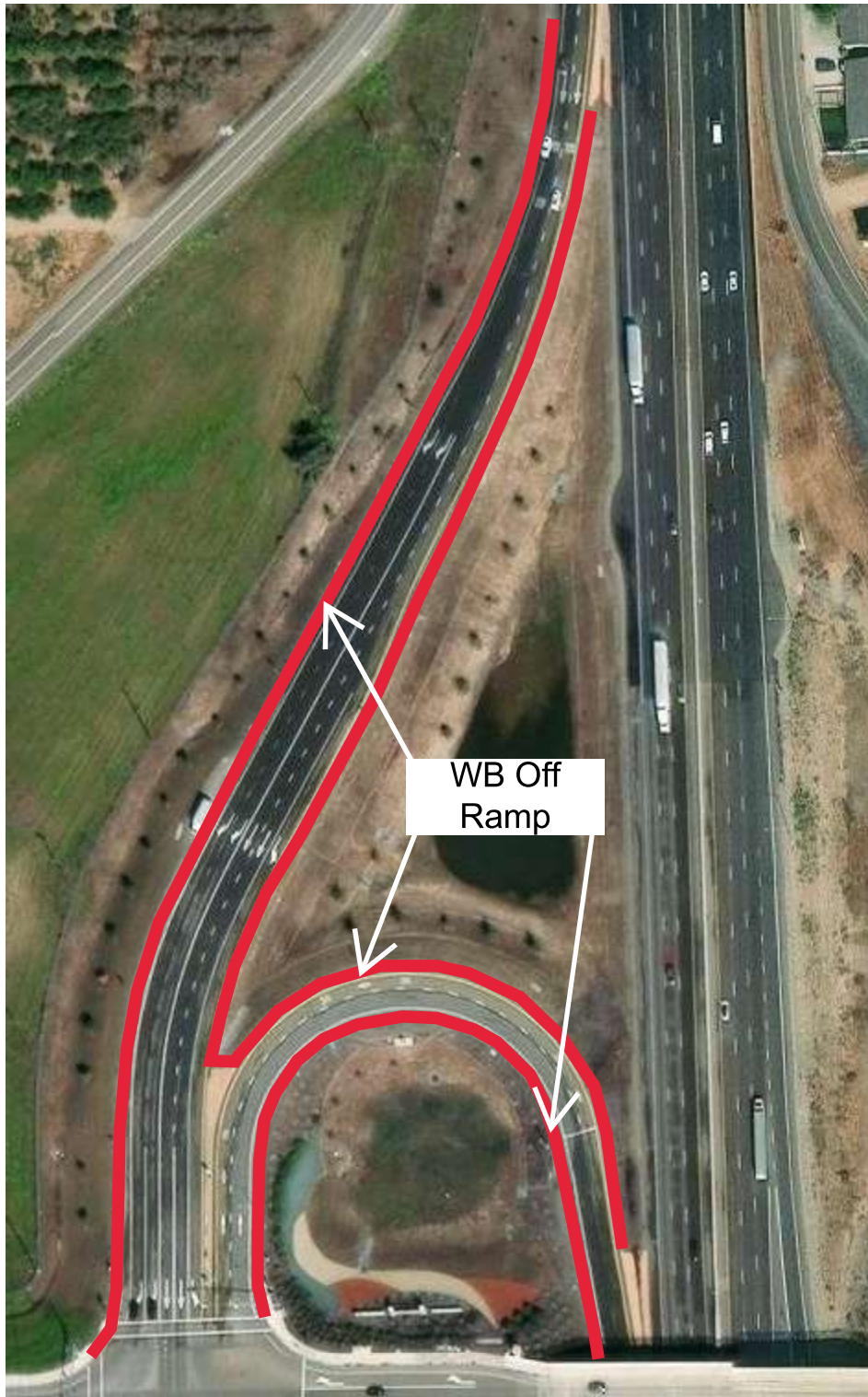
SJ-99, PM-6.415 To PM-6.862 @ Yosemite Ave On and Off Ramps  
Only EB & WB



— LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)

Exhibit A  
Location 17

SJ-99, PM-8.867 To PM-9.48 @ Lathrop Rd On and Off Ramps Only EB & WB



— LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)



Exhibit A  
Location 17

SJ-99, PM-8.867 To PM-9.48 @ Lathrop Rd On and Off Ramps Only EB & WB



— LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)

## **Exhibit A-1**

### **Funding**

Total maximum authorized expenditure: \$400,000.00

Total maximum authorized expenditure per quarter: \$33,333.00 unless approved in writing by State.

## **EXHIBIT B**

### **Proof of Insurance**

LETTER CERTIFYING CITY'S/COUNTY'S SELF-INSURED STATUS

#### **On Local Agency letterhead**

TO: Caltrans District 10 \_\_\_\_\_, 2025

ATTN: Tanya Sanguinetti, Deputy District Director Maintenance District 10

1976 E. Dr. Martin Luther King Jr. Blvd.

Stockton, CA, 95205

Re: Statement of Self-Insurance for CITY of MANTECA for Delegated Maintenance Agreement with California Department of Transportation for the highway shoulder areas along SR 99 and 120 at various locations within the City of Manteca.

Dear Mrs. Sanguinetti:

This letter certifies that the CITY of Manteca is self-insured and self-funded covering third-party claims arising out of its general operations (i.e.; commercial general liability and automobile liability insurance). Further, the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury and property damage liability, meets the required coverage amounts in section 22 (Insurance) of the Delegated Maintenance Agreement, specifically general liability insurance, coverage of bodily injury and property damage liability in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Finance Manager/Risk Manager/Authorized Representative's Title

## EXHIBIT C

### **Party Representatives and Notices.**

LOCAL AGENCY's Project Manager: Vielka E. Guarascio

STATE's District Maintenance Agreement Coordinator (DMAC) is: Donna M. Daniele.

Email Address: [donna.marie.daniele@dot.ca.gov](mailto:donna.marie.daniele@dot.ca.gov)

### Other Contacts for LOCAL AGENCY

STATE's Encampment Specialist Maintenance Superintendent

Name: **Bob Highfill**

Telephone Number: (209) 986-9428

Email Address: [james.highfill@dot.ca.gov](mailto:james.highfill@dot.ca.gov)

All notices, document submittals and invoices required under this AGREEMENT shall be deemed to have been fully given when made in writing and received by the PARTIES at their respective addresses as follows:

## **Exhibit D**

### **Maintenance Policy Directive (MPD) 1001 R1**

**Please see attached**

 [Caltrans Maintenance Policy Directive MPD 1001-R1 \(PDF\)](#)

**MAINTENANCE POLICY DIRECTIVE**

MTCE-03 (REV 3/2015)

<b>MAINTENANCE POLICY DIRECTIVE</b>	NUMBER	PAGE
	MPD 1001-R1	<u>1</u> OF <u>7</u>
	DATE ISSUED	EFFECTIVE DATE
	10/10/2022	10/10/2022

SERGIO ACEVES  
Chief, Division of Maintenance

SIGNATURE

*Sergio Aceves***DISTRIBUTION**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> All District Directors                          | <input checked="" type="checkbox"/> Chief, Division of Engineering Services   |
| <input checked="" type="checkbox"/> All Deputy District Directors - Maintenance     | <input checked="" type="checkbox"/> Chief Counsel, Legal Division             |
| <input checked="" type="checkbox"/> All Deputy District Directors - Traffic Ops.    | <input type="checkbox"/> Publications (California Supplement Website)         |
| <input checked="" type="checkbox"/> All Deputy District Directors - Construction    | <input checked="" type="checkbox"/> All Division of Maintenance Office Chiefs |
| <input checked="" type="checkbox"/> All Deputy District Directors - Design          | <input checked="" type="checkbox"/> All SM&I Office Chiefs                    |
| <input checked="" type="checkbox"/> All Deputy District Directors - Trans. Planning | <input checked="" type="checkbox"/> Headquarters Division Chiefs for:         |

**SUBJECT**

Division of Maintenance - Encampment Removal Policy

DOES THIS DIRECTIVE AFFECT OR  
SUPERSEDE ANOTHER DOCUMENT?

☒ YES ☐ NO**IF YES, DESCRIBE**

Volume 1, Chapter 1, section 1.07.3  
MPD 1001, issued August 16, 2010  
MPD 2002-R9

WILL THIS DIRECTIVE BE INCORPORATED  
IN THE MAINTENANCE MANUAL?

☒ YES ☐ NO**IF YES, DESCRIBE**

Volume 1, Chapter 1, section 1.07.3  
This policy facilitates transportation, access and safety needs while providing guidance regarding encampment removal operations. To whatever extent the Maintenance Manual or other guidance is in conflict, this policy takes precedence.

**DIRECTIVE**

The California Department of Transportation (Caltrans) does not permit encampments on its Right-of-Way. Caltrans' goal is to maintain the integrity of the transportation network. Encampments degrade highway infrastructure and impact the maintenance and operation of the highway facilities. Removal of encampments mitigates health, safety, access, and concealment issues for Persons Experiencing Homelessness (PEHs), the traveling public, adjacent neighborhoods, Caltrans staff and first responders. For these reasons, Caltrans' Right-of-Way is not suitable for encampments. This policy facilitates transportation, access and safety needs while providing guidance regarding encampment removal operations. To whatever extent the Maintenance Manual or other guidance is in conflict, this policy takes precedence.

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (279) 234-2284, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**A. Site Assessment** - When feasible, a site assessment should be performed by Maintenance staff and include:

1. Prioritization of each encampment as either a Priority Level 1 (Critical Priority for Expeditious / Urgent Removal) or a Priority Level 2 (Removal Needed).
  - a. Priority Level 1 (Critical Priority for Expeditious / Urgent Removal) - Critical circumstances exist when an encampment poses an imminent threat to life, health, safety, or infrastructure and must be immediately addressed. This is limited to exigent circumstances. Non-exclusive examples include: the encampment is on or near an unstable structure at risk of collapse; the encampment is close to traffic and the PEH in the encampment are at immediate risk of getting hit by vehicles; PEH are living within a confined space, such as a bridge cell.
  - b. Priority Level 2 (Removal Needed) - All other encampments.

**B. Site Assessment Action Items and Considerations**

1. When appropriate, the California Highway Patrol (CHP) should be contacted in advance to assist in initial site assessment.
2. The District Encampment Coordinator or staff should contact service providers and request outreach services for PEH at the encampment.
3. District Hazmat Coordinator or other hazmat-trained staff should evaluate the site for any hazards unique to the encampment that will require specialized hazardous materials handling, disposal, or site remediation.
4. If appropriate, the District Landscape Architect or designee should evaluate potential mitigation efforts related to landscaping to prevent future encampments.

**C. Notice**

1. Priority Level 1
    - a. No advance posted Notice to Vacate is required.
    - b. CHP should be present during operations.
    - c. If circumstances reasonably allow for advance notice, then give as much advance notice as is reasonable under the circumstances, to be determined on a case-by-case basis.
    - d. If advance written notice is not given and if property was collected during the removal, an after encampment “removal advisory” shall be posted in a prominent location near where the encampment was removed providing information describing where items were removed from, a contact phone number for reclaiming collected property, including the date by which property must be reclaimed.
    - e. Time-stamped photographs or videos should be taken of the “removal advisory.”
  2. Priority Level 2
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- a. Post Notice to Vacate at least 48 hours before beginning encampment removal.
  - b. CHP shall be present during the posting of Notice to Vacate.
  - c. Location of Posted Notice to Vacate - Written Notice to Vacate should be posted at each major point of ingress/egress in a conspicuous manner.
  - d. If prevented from posting the Notice to Vacate because of hostility, interference, or any other action from persons on site, posting should not be attempted until CHP mitigates the situation.
  - e. Time-stamped photographs or videos should be taken of the posted Notices to Vacate.
3. Paper Notices to Vacate should be enclosed in sheet protectors to protect against weather.
  4. Paper Notices to Vacate shall be filled out completely and include:
    - a. Posting date and time.
    - b. Location.
    - c. "Vacate by" date and time.
    - d. Telephone number for assistance in obtaining property collected during a removal.
    - e. Date by which property must be collected from Caltrans before it is discarded.
    - f. Removal start and end dates.

**D. Removal Operations**

1. Before work at encampment site, CHP shall be present. Do not begin removal operations when PEH are in the immediate vicinity. Any PEH who remain on site when Caltrans or its contractors arrive to begin the removal shall be given a reasonable amount of time to remove possessions before any removal begins.
  2. Where advance written notice is given, removal work shall begin on the date written on the Notice to Vacate and shall begin no earlier than the time written on the Notice to Vacate. If removal work does not begin on the date written on the Notice to Vacate, the location must be reposted before removal operations may begin. If prevented from removal work because of hostility, interference, or any other action from persons on site, removal work should not be attempted until CHP mitigates the situation. No further posting is necessary once Caltrans workforce and/or contractors arrive for removal operations and will continue from day to day until completed.
  3. Time-stamped photographs or videos should be taken before, during, and after removal work has been completed.
  4. Hazardous Materials trained personnel should evaluate the site to identify and plan for removal of any hazardous materials.
  5. When possible, equipment should be used to gather, pile, and load encampment debris to reduce exposure and contamination.
  6. Any personal property that is collected should be stored in a secured location by Caltrans for not less than 60 days, then discarded if not claimed.
  7. Collected personal property should be time-stamped photographed and shall be inventoried by
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describing and labeling the items and identifying the encampment location and the removal date.

#### **E. Items To Be Collected (Bagged and Tagged) and Stored**

1. Personal property that is not a health or safety hazard, in plain sight, shall be collected, labelled, and stored. Caltrans employees and contractors shall collect the following items:
  - a. Items of apparent value - defined as items having an apparent value of \$50 or more.
  - b. Items of apparent personal value including but not limited to:
    - i. Eyeglasses, operational wheelchairs, walkers, crutches, other medical equipment.
    - ii. Tents (habitable and uncontaminated).
    - iii. Personal papers such as photographs, albums, ID's, bank statements, legal papers, etc.
    - iv. Bicycles, scooters, strollers in good repair.
    - v. Backpacks and containers that appear to be in good condition and have been determined by a Caltrans hazmat contractor to be free of materials described in Section F(1)(a)-(f) below. [Caltrans's current policy is not to collect backpacks and closed containers due to potential safety issues].
2. Due to the exigent circumstances surrounding Priority Level 1 removals, it may not be possible to collect, label and store items.

#### **F. Items That Will Not Be Collected**

1. Items that present an immediate health or safety risk, such as:
    - a. Toxic sharps: needles, scissors, knives.
    - b. Chemicals: bleach, paint, oils, etc.
    - c. Items (including bedding and clothing) soiled by infectious materials: human waste, bodily fluids.
    - d. Moldy, mildewed items.
    - e. Items that may be infested by rodents and insects: rats, mice, fleas, lice, bed bugs.
    - f. Items that pose a risk of fire or explosion, combustibles and propane tanks; any item containing fuel or corrosives or other unidentified liquids.
    - g. Backpacks and closed containers that have been determined by a Caltrans hazmat contractor to contain items listed in (a)-(f) above or items (3), (4), (5), or (6) below. Such backpacks and closed containers may be discarded where no hazmat contractor is present to make a determination.
    - h. If personal belongings are co-mingled or littered with needles, human waste, or other health risks, employees/contractor may dispose of the entire pile of belongings and are not required to sort through and attempt to remove the health or safety risks. The presence of clothing in a backpack or container shall not be the sole reason to discard the backpack or container.
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2. Mattresses: furniture with fabric, padding, or is porous; sheds, structures, rolling structures, and bulky items. Sheds, structures, or rolling structures may be demolished if not removed by PEH prior to the encampment removal. A “bulky item” is any single item that is over 50 pounds and requires more than two persons to safely lift.
  3. Perishable items, perishable food.
  4. Controlled substances, drugs with or without prescription and medications of any kind. [Should be handled by hazmat trained personnel and/or by CHP.]
  5. Contraband, weapons and illegal items. [Should be addressed as provided in the Maintenance Manual and/or as directed by CHP.]
  6. Trash, garbage, and/or debris. This includes property that appears to have been discarded by its owner and broken appliances or broken furniture which constitutes abandoned property or trash.
    - a. If employees/contractors have a reasonable doubt as to whether an item constitutes trash, it should be collected and stored. Employees/contractors should exercise their best judgment in determining which items should be collected and stored.
  7. Motor vehicles should be handled as provided in the Vehicle Code.

**G. Reclaiming Collected Personal Property**

1. Persons attempting to retrieve property collected during a removal operation shall give the location of the encampment where the property was collected, describe where and when the personal property was last in their possession, and provide a description of the item(s). The person retrieving property shall sign and date a document acknowledging receipt of the property. If requested, a receipt should be given to the person retrieving property.

**H. Record Keeping**

1. An After-Action Report should be submitted to the Headquarters office handling encampments (currently the Office of Homelessness & Encampments, aka OH&E) within one week of a completed encampment removal.
  2. A file should be created for each encampment removal and retained for 4 years, and should contain:
    - a. Photographs and/or videos taken in connection with the removal effort.
    - b. Writings reflecting assessments, evaluations, summaries, receipts and notices connected with the encampment removal, items collected, and items retrieved, if any.
    - c. Name(s) of the contractor(s) involved in the removal.
    - d. Name(s) of the social service providers.
    - e. MAZEED Daily Report forms and, if not reflected on the form, names and badge number(s) of CHP or other law enforcement involved in the encampment removal.
    - f. Completed Encampment Removal Request Forms.
    - g. Collected Personal Property Forms and receipts.
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Attachment(s):

## **DEFINITIONS**

When used in this Maintenance Policy Directive, the text shall be defined as follows:

- 1) **Standard** - a statement of required, mandatory, or specifically prohibited practice. All standards text appears in **bold** type. The verb **shall** is typically used. Standards are sometimes modified by Options.
- 2) Guidance - a statement of recommended, but not mandatory, practice in typical situations, with deviations allowed if engineering judgement or engineering study indicates the deviation to be appropriate. All Guidance statements text appears in underlined type. The verb should is typically used. Guidance statement are sometimes modified by Options.
- 3) Option - a statement of practice that is a permissive condition and carries no requirement or recommendation. Options may contain allowable modifications to a Standard or Guidance. All Option statements text appears in normal type. The verb may is typically used.
- 4) Support - an informational statement that does not convey any degree of mandate, recommendation, authorization, prohibition, or enforceable condition. Support statements text appears in normal type. The verbs shall, should and may are not used in Support statements.