

City Council Special Meeting Agenda



MARCH 16, 2021

5:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

THIS MEETING WILL BE OPEN TO THE PUBLIC. SEATING CAPACITY WILL BE LIMITED TO THE FIRST 14 PEOPLE, ON A FIRST COME FIRST SERVE BASIS. COMPLIANCE WITH ALL HEALTH & SAFETY GUIDELINES INCLUDING COVID-19 SCREENING, TEMPERATURE CHECKS, FACE COVERINGS, AND PHYSICAL DISTANCING MEASURES WILL BE REQUIRED FOR IN-PERSON ATTENDANCE. PLEASE PLAN TO ARRIVE APPROXIMATELY 15 MINUTES PRIOR TO THE SCHEDULED MEETING START TIME TO ALLOW FOR SCREENING PROCESSES. FOR MORE INFORMATION, PLEASE VISIT THE CITY OF TURLOCK WEBSITE AT WWW.CITYOFTURLOCK.ORG.

THIS MEETING WILL BE STREAMED ON THE CITY OF TURLOCK WEBSITE AT WWW.CITYOFTURLOCK.ORG AND BROADCASTED ON SPECTRUM CHANNEL 2. MEMBERS OF THE PUBLIC MAY ALSO PARTICIPATE IN THE MEETING VIA THE FOLLOWING METHODS:

JOIN BY CLICKING ON THE MEETING LINK: <https://us02web.zoom.us/j/84924629186>

OR

**JOIN BY ACCESSING THE ZOOM WEBSITE: <https://zoom.us/join>
WEBINAR ID: 849 2462 9186**

OR

**JOIN BY TELEPHONE: 669-900-6833
WEBINAR ID: 849 2462 9186**

Mayor
Amy Bublak

Council Members

Nicole Larson
Andrew Nosrati

Rebecka Monez
Pam Franco
Vice Mayor

Acting City Manager
Gary R. Hampton
City Clerk
Jennifer Land
Interim City Attorney
George A. Petrulakis

NOTICE REGARDING NON-ENGLISH SPEAKERS: The Turlock City Council meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

EQUAL ACCESS POLICY: If you have a disability which affects your access to public facilities or services, please contact the City Clerk's Office at (209) 668-5540. The City is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the City to process and respond to your request.

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item.

AGENDA PACKETS: Prior to the City Council meeting, a complete Agenda Packet is available for review on the City's website at www.cityofturlock.org and in the City Clerk's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Council after distribution of the Agenda Packet are also available for public inspection in the City Clerk's Office. Such documents may be available on the City's website subject to staff's ability to post the documents before the meeting.

- 0. A. CALL TO ORDER
- B. SALUTE TO THE FLAG
- C. ROLL CALL
- D. DECLARATION OF CONFLICTS

1. CLOSED SESSION:

- A. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)
"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."
Potential Cases: (2 cases)

2. REPORTS FROM CLOSED SESSION

3. APPROVAL OF AGENDA AS POSTED OR AMENDED

This is the time for the City Council to remove items from the agenda or to change the order of the agenda. Matters may be taken up out of order of the established agenda by a four-fifths vote of the City Council.

4. PUBLIC PARTICIPATION – LIMITED TO ITEMS DESCRIBED IN THE NOTICE FOR THIS MEETING

MEMBERS OF THE PUBLIC WISHING TO ADDRESS THE CITY COUNCIL WILL BE GIVEN THE SAME TIME ALLOTMENT FOR COMMENTS AS NORMALLY ALLOWED FOR MEETINGS SUBJECT TO THE PROVISIONS OF EXECUTIVE ORDER N-29-20.

Pursuant to California Government Code Section 54954.3(a), this is the time set aside for citizens to address the City Council concerning any item that has been described in the notice for this meeting, including Consent Calendar items, before or during consideration of that item. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

5. CONSENT CALENDAR:

Information concerning the consent items listed hereinbelow has been forwarded to each Councilmember prior to this meeting for study. Unless the Mayor, a Councilmember or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Council. The action taken by the Council in approving the consent items is set forth in the explanation of the individual items.

- A.
 - 1. Motion: Approving Amendment No. 1 to a Memorandum of Understanding with Turlock National Little League, for little league baseball programs, to update the language following California Department of Public Health guidelines regarding COVID-19
 - 2. Motion: Approving Amendment No. 1 to a Memorandum of Understanding with Turlock American Little League, for little league baseball programs, to update the

language following California Department of Public Health guidelines regarding COVID-19

3. Motion: Approving Amendment No. 1 to a Memorandum of Understanding with Turlock Youth Soccer Association, for use of the Turlock Regional Sports Complex for organized youth soccer programs, to update the language following California Department of Public Health guidelines regarding COVID-19

6. ACTION ITEMS:

- A. Request to ratify the Proclamation of a Local Emergency by Acting City Manager Gary R. Hampton (Director of Emergency Services) in response to the Unsheltered Homeless and Encampments Crisis within the City of Turlock AND appropriate \$498,417 to various account numbers within 110-10-191 for shelter providers, contractors, supplies, service agreements, materials, staffing costs, maintenance and upkeep, and miscellaneous expenses from Fund 110 General Fund unassigned reserves to establish a budget in response to the Unsheltered Homeless and Encampments Crisis (*Hampton/Williams*)

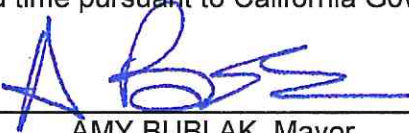
Recommended Action:

Resolution: Ratifying the Proclamation of a Local Emergency by Acting City Manager Gary R. Hampton (Director of Emergency Services) in response to the Unsheltered Homeless and Encampments Crisis within the City of Turlock

Resolution: Appropriating \$498,417 to various account numbers within 110-10-191 for shelter providers, contractors, supplies, service agreements, materials, staffing costs, maintenance and upkeep, and miscellaneous expenses from Fund 110 General Fund unassigned reserves to establish a budget in response to the Unsheltered Homeless and Encampments Crisis

7. ADJOURNMENT

The foregoing meeting is hereby called by Mayor Amy Bublak at the above mentioned date and time pursuant to California Government Code §54956.



AMY BUBLAK, Mayor

City Council Staff Report

March 16, 2021



5A

From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Mark Crivelli, Parks, Recreation & Public Facilities Supervisor

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

- Motion: Approving Amendment No. 1 to a Memorandum of Understanding with Turlock National Little League, for little league baseball programs, to update the language following California Department of Public Health guidelines regarding COVID-19
- Motion: Approving Amendment No. 1 to a Memorandum of Understanding with Turlock American Little League, for little league baseball programs, to update the language following California Department of Public Health guidelines regarding COVID-19
- Motion: Approving Amendment No. 1 to a Memorandum of Understanding with Turlock Youth Soccer Association, for use of the Turlock Regional Sports Complex for organized youth soccer programs, to update the language following California Department of Public Health guidelines regarding COVID-19

2. SYNOPSIS:

Approving Amendments to existing Memorandums of Understanding (MOUs) between the City of Turlock and Turlock National Little League, Turlock American Little League, and Turlock Youth Soccer Association that will update the language to require conformance with public health orders, directives, or guidance such as California Department of Public Health (CDPH) guidelines regarding COVID-19 and modify the indemnifications of the City in each.

3. DISCUSSION OF ISSUE:

The City contracts with youth sports groups to implement additional sports programs. The City has entered into MOUs with Turlock National Little League, Turlock American Little League, and Turlock Youth Soccer Association to offer various youth sports programs in the community. The MOUs with Turlock National

and American Little Leagues were approved at the May 22, 2018 City Council meeting, while the MOU with Turlock Youth Soccer Association was approved at the March 12, 2019 meeting.

Based on recent events due to COVID-19, the California Department of Public Health has issued guidelines for outdoor and indoor youth and recreational adult sports programs. Due to the current pandemic, language was added to the MOUs regarding compliance with public health orders, directives, or guidance such as protocols for conformance to COVID-19 guidelines and modifying the indemnities in each. Staff is recommending the changes in language to add additional terms to the MOUs as Amendment No. 1.

4. BASIS FOR RECOMMENDATION:

- A. Staff recommends updating the language for all three MOUs in regards to requiring compliance with public health orders, directives, or guidance such as following California Department of Public Health guidance to allow these youth sports groups to offer programming under CDPH guidance and modifying the indemnification of the City in each.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Do not approve the amendment to the existing MOUs. This alternative is not recommended. The City of Turlock currently has contracts with Turlock National and Turlock American Little Leagues and Turlock Youth Soccer Association which will allow these groups to continue providing youth sports programs in the community.



**AMENDMENT NO. 1
to the
MEMORANDUM OF UNDERSTANDING
between
THE CITY OF TURLOCK
and
TURLOCK NATIONAL LITTLE LEAGUE
for
LITTLE LEAGUE BASEBALL PROGRAMS
CONTRACT NO. 18-097**

THIS AMENDMENT NO. 1 (hereinafter "AMENDMENT NO.1") is entered into by and between the City of Turlock (hereinafter "CITY") and Turlock National Little League (hereinafter "TNLL") as of the 16th day of March, 2021.

WHEREAS, the parties hereto previously entered into that certain MEMORANDUM OF UNDERSTANDING dated May 22, 2018 referred to as CONTRACT NO. 18-097 (hereinafter "MOU") whereby CITY allows TNLL to utilize CITY's specified outdoor facilities for TNLL's organized baseball competition for youth; and

WHEREAS, TNLL desires to restart its programs that have been suspended due to the COVID-19 virus based upon existing public health guidelines and any future revisions to these public health guidelines; and

WHEREAS, CITY desires to allow use of its specified facilities for TNLL's programs so long as TNLL follows all applicable public health guidelines.

NOW, THEREFORE, the parties hereto mutually agree to amend said MOU as follows:

1. The paragraph titled "**CITY INDEMNIFICATION**" in Section 8 of the MOU is revoked and replaced with the following:

TNLL INDENMICATION OF CITY: TNLL shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, including without limitation, its provision of organized baseball competition for youth and its use of the CITY facilities specified in the MOU, caused in whole or in part by any negligent act or omission of TNLL, its directors, officers, employees, agents, subcontractors, volunteers, participants, family members sponsoring participants, and anyone directly or indirectly employed

by any of them, any board members, volunteers, participants, family members, except where caused by the active negligence, sole negligence or willful misconduct of CITY. TNLL agrees that failure to take all actions to keep in effect the insurance it is required to maintain under this MOU or failure to comply with other requirements of this MOU, including without limitation, abiding by the requirements of Section 19, constitute negligent acts or omissions or both under these indemnity provisions.

2. Section 19 of the MOU is revoked and replaced by the following:

19. CITY RULES AND REGULATIONS; PUBLIC HEALTH GUIDANCE:

(a) CITY RULES AND REGULATIONS. TNLL understands the utilization of the facilities provided for by this MOU is subject to existing rules and regulations for use of CITY parks and facilities, any public health guidance the CITY is operating under, and such other reasonable rules and regulations as may be necessary to provide for orderly and enjoyable use by everyone and for the public health, safety, and welfare. TNLL agrees to comply with all of the foregoing, as amended, revised, or updated from time to time.

(b) PUBLIC HEALTH GUIDANCE - GENERALLY. TNLL agrees to comply with any applicable public health orders, directives or guidance, or amendments, revisions, or updates thereto whether from local, state, or federal public health authorities (together, "Guidance") in a manner including, but not limited to the following:

- a. TNLL understands the Guidance may come in various forms such as guidance for a general purpose such as operating outdoor recreation facilities or for a particular sport or activity such as outdoor youth recreation. In addition, Guidance may refer to other orders, directives or guidance that may be deemed mandatory. TNLL agrees to comply with all such Guidance.
- b. TNLL agrees to train, both initially and with refresher sessions, any persons coaching, directing, or participating in TNLL's activities on how to comply with Guidance.
- c. TNLL agrees to deliver to its participants and sponsoring family members a copy of any Guidance it is operating under and not just a summary or reworking of the Guidance. In addition, it will provide a copy of any amendments, revisions, or updates to Guidance.
- d. If under any Guidance TNLL is required to obtain signed written consents, waivers, or similar agreements from its participants or sponsoring family members, or both, such information shall include use of CITY facilities

("Consents"). TNLL shall obtain Consents for each season that any Guidance is effective.

- e. If the activities undertaken by TNLL are suspended again by applicable GUIDANCE, TNLL agrees to suspend its activities.

(c) PUBLIC HEALTH GUIDANCE – COVID EXAMPLE. As an example of TNLL's obligations under subsection 19(b) of this MOU, the California Department of Public Health ("CDPH") issued Guidance related to COVID-19 on February 19, 2021 entitled "Outdoor and Indoor Youth and Recreational Adult Sports" which was subsequently updated on March 4, 2021 (the "Recreational Sports Guidance"). Under this example, TNLL agrees to comply with and apply all applicable provisions in the Recreational Sports Guidance. TNLL agrees to train initially and with refresher sessions any persons coaching, directing, or participating in TNLL's activities in how to comply with the Recreational Sports Guidance. TNLL agrees to include the Recreational Sports Guidance in any package of information provided to its participants or sponsoring family members. TNLL agrees to abide by any amendments, revisions, or updates to the Recreational Sports Guidance and to provide copies of same. As the Recreational Sports Guidance includes a requirement for signed written consent, TNLL agrees to include use of CITY facilities in such consent and obtain such consent for each season the Recreational Sports Guidance is in effect. However, in addition to this particular Recreational Sports Guidance, the use of CITY facilities also is governed by CDPH's guidance entitled "COVID-19 INDUSTRY GUIDANCE: Campgrounds, RV Parks, Ski Operators, and Other Outdoor Recreation" dated December 1, 2020 ("General Outdoor Recreational Guidance"). For this type of guidance, TNLL will be responsible for implementing the procedures applicable to its use of CITY facilities.

- 3. Section 20 is added to the MOU to read as follows:

20. NO THIRD PARTY BENEFICIARIES. This MOU is intended for the convenience and benefit solely of TNLL and CITY and is not for the benefit of, nor may any provision be enforced by, any other person, entity or third party.

- 4. All other terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT NO. 1 to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

TURLOCK NATIONAL LITTLE LEAGUE

By: _____
Gary R. Hampton, Acting City Manager

By: _____

Date: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of Parks, Recreation & Public Facilities

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk



AMENDMENT NO. 1
to the
MEMORANDUM OF UNDERSTANDING
between
THE CITY OF TURLOCK
and
TURLOCK AMERICAN LITTLE LEAGUE
for
LITTLE LEAGUE BASEBALL PROGRAMS
CONTRACT NO. 18-096

THIS AMENDMENT NO. 1 (hereinafter "AMENDMENT NO.1") is entered into by and between the City of Turlock (hereinafter "CITY") and Turlock American Little League (hereinafter "TALL") as of the 16th day of March, 2021.

WHEREAS, the parties hereto previously entered into that certain MEMORANDUM OF UNDERSTANDING dated May 22, 2018 referred to as CONTRACT NO. 18-096 (hereinafter "MOU") whereby CITY allows TALL to utilize CITY's specified outdoor facilities for TALL's organized baseball competition for youth; and

WHEREAS, TALL desires to restart its programs that have been suspended due to the COVID-19 virus based upon existing public health guidelines and any future revisions to these public health guidelines; and

WHEREAS, CITY desires to allow use of its specified facilities for TALL's programs so long as TALL follows all applicable public health guidelines.

NOW, THEREFORE, the parties hereto mutually agree to amend said MOU as follows:

1. The paragraph titled "**INDEMNIFICATION**" in Section 8 of the MOU is revoked and replaced with the following:

TALL INDENMICATION OF CITY: TALL shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, including without limitation, its provision of organized baseball competition for youth and its use of the CITY facilities specified in the MOU, caused in whole or in part by any negligent act or omission of TALL, its directors, officers, employees, agents, subcontractors, volunteers, participants, family members sponsoring participants, and anyone directly or indirectly employed

by any of them, any board members, volunteers, participants, family members, except where caused by the active negligence, sole negligence or willful misconduct of CITY. TALL agrees that failure to take all actions to keep in effect the insurance it is required to maintain under this MOU or failure to comply with other requirements of this MOU, including without limitation, abiding by the requirements of Section 19, constitute negligent acts or omissions or both under these indemnity provisions.

2. Section 19 of the MOU is revoked and replaced by the following:

19. CITY RULES AND REGULATIONS; PUBLIC HEALTH GUIDANCE:

(a) CITY RULES AND REGULATIONS. TALL understands the utilization of the facilities provided for by this MOU is subject to existing rules and regulations for use of CITY parks and facilities, any public health guidance the CITY is operating under, and such other reasonable rules and regulations as may be necessary to provide for orderly and enjoyable use by everyone and for the public health, safety, and welfare. TALL agrees to comply with all of the foregoing, as amended, revised, or updated from time to time.

(b) PUBLIC HEALTH GUIDANCE - GENERALLY. TALL agrees to comply with any applicable public health orders, directives or guidance, or amendments, revisions, or updates thereto whether from local, state, or federal public health authorities (together, "Guidance") in a manner including, but not limited to the following:

- a. TALL understands the Guidance may come in various forms such as guidance for a general purpose such as operating outdoor recreation facilities or for a particular sport or activity such as outdoor youth recreation. In addition, Guidance may refer to other orders, directives or guidance that may be deemed mandatory. TALL agrees to comply with all such Guidance.
- b. TALL agrees to train, both initially and with refresher sessions, any persons coaching, directing, or participating in TALL's activities on how to comply with Guidance.
- c. TALL agrees to deliver to its participants and sponsoring family members a copy of any Guidance it is operating under and not just a summary or reworking of the Guidance. In addition, it will provide a copy of any amendments, revisions, or updates to Guidance.
- d. If under any Guidance TALL is required to obtain signed written consents, waivers, or similar agreements from its participants or sponsoring family members, or both, such information shall include use of CITY facilities

("Consents"). TALL shall obtain Consents for each season that any Guidance is effective.

- e. If the activities undertaken by TALL are suspended again by applicable GUIDANCE, TALL agrees to suspend its activities.

(c) PUBLIC HEALTH GUIDANCE – COVID EXAMPLE. As an example of TALL's obligations under subsection 19(b) of this MOU, the California Department of Public Health ("CDPH") issued Guidance related to COVID-19 on February 19, 2021 entitled "Outdoor and Indoor Youth and Recreational Adult Sports" which was subsequently updated on March 4, 2021 (the "Recreational Sports Guidance"). Under this example, TALL agrees to comply with and apply all applicable provisions in the Recreational Sports Guidance. TALL agrees to train initially and with refresher sessions any persons coaching, directing, or participating in TALL's activities in how to comply with the Recreational Sports Guidance. TALL agrees to include the Recreational Sports Guidance in any package of information provided to its participants or sponsoring family members. TALL agrees to abide by any amendments, revisions, or updates to the Recreational Sports Guidance and to provide copies of same. As the Recreational Sports Guidance includes a requirement for signed written consent, TALL agrees to include use of CITY facilities in such consent and obtain such consent for each season the Recreational Sports Guidance is in effect. However, in addition to this particular Recreational Sports Guidance, the use of CITY facilities also is governed by CDPH's guidance entitled "COVID-19 INDUSTRY GUIDANCE: Campgrounds, RV Parks, Ski Operators, and Other Outdoor Recreation" dated December 1, 2020 ("General Outdoor Recreational Guidance"). For this type of guidance, TALL will be responsible for implementing the procedures applicable to its use of CITY facilities.

- 3. Section 20 is added to the MOU to read as follows:

20. NO THIRD PARTY BENEFICIARIES. This MOU is intended for the convenience and benefit solely of TALL and CITY and is not for the benefit of, nor may any provision be enforced by, any other person, entity or third party.

- 4. All other terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT NO. 1 to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

TURLOCK AMERICAN LITTLE LEAGUE

By: _____
Gary R. Hampton, Acting City Manager

By: _____

Date: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of Parks, Recreation & Public Facilities

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk



AMENDMENT NO. 1
to the
MEMORANDUM OF UNDERSTANDING
between
THE CITY OF TURLOCK
and
TURLOCK YOUTH SOCCER ASSOCIATION
for
USE OF TURLOCK REGIONAL SPORTS COMPLEX
CONTRACT NO. 19-056

THIS AMENDMENT NO. 1 (hereinafter "AMENDMENT NO.1") is entered into by and between the City of Turlock (hereinafter "CITY") and Turlock Youth Soccer Association (hereinafter "TYSA") as of the 16th day of March, 2021.

WHEREAS, the parties hereto previously entered into that certain MEMORANDUM OF UNDERSTANDING dated March 12, 2019 referred to as CONTRACT NO. 19-056 (hereinafter "MOU") whereby CITY allows TYSA to utilize CITY's specified outdoor facilities for TYSA's organized soccer competition for youth; and

WHEREAS, TYSA desires to restart its programs that have been suspended due to the COVID-19 virus based upon existing public health guidelines and any future revisions to these public health guidelines; and

WHEREAS, CITY desires to allow use of its specified facilities for TYSA's programs so long as TYSA follows all applicable public health guidelines.

NOW, THEREFORE, the parties hereto mutually agree to amend said MOU as follows:

1. The paragraph titled "**INDEMNIFICATION**" in Section 13 of the MOU is revoked and replaced with the following:

TYSA INDENMICATION OF CITY: TYSA shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, including without limitation, its provision of organized soccer competition for youth and its use of the CITY facilities specified in the MOU, caused in whole or in part by any negligent act or omission of TYSA, its directors, officers, employees, agents, subcontractors, volunteers, participants, family members sponsoring participants, and anyone directly or indirectly employed

by any of them, any board members, volunteers, participants, family members, except where caused by the active negligence, sole negligence or willful misconduct of CITY. TYSA agrees that failure to take all actions to keep in effect the insurance it is required to maintain under this MOU or failure to comply with other requirements of this MOU, including without limitation, abiding by the requirements of Section 23, constitute negligent acts or omissions or both under these indemnity provisions.

2. Section 23 of the MOU is revoked and replaced by the following:

23. CITY RULES AND REGULATIONS; PUBLIC HEALTH GUIDANCE:

(a) CITY RULES AND REGULATIONS. TYSA understands the utilization of the facilities provided for by this MOU is subject to existing rules and regulations for use of CITY parks and facilities, any public health guidance the CITY is operating under, and such other reasonable rules and regulations as may be necessary to provide for orderly and enjoyable use by everyone and for the public health, safety, and welfare. TYSA agrees to comply with all of the foregoing, as amended, revised, or updated from time to time.

(b) PUBLIC HEALTH GUIDANCE - GENERALLY. TYSA agrees to comply with any applicable public health orders, directives or guidance, or amendments, revisions, or updates thereto whether from local, state, or federal public health authorities (together, "Guidance") in a manner including, but not limited to the following:

- a. TYSA understands the Guidance may come in various forms such as guidance for a general purpose such as operating outdoor recreation facilities or for a particular sport or activity such as outdoor youth recreation. In addition, Guidance may refer to other orders, directives or guidance that may be deemed mandatory. TYSA agrees to comply with all such Guidance.
- b. TYSA agrees to train, both initially and with refresher sessions, any persons coaching, directing, or participating in TYSA's activities on how to comply with Guidance.
- c. TYSA agrees to deliver to its participants and sponsoring family members a copy of any Guidance it is operating under and not just a summary or reworking of the Guidance. In addition, it will provide a copy of any amendments, revisions, or updates to Guidance.
- d. If under any Guidance TYSA is required to obtain signed written consents, waivers, or similar agreements from its participants or sponsoring family members, or both, such information shall include use of CITY facilities

("Consents"). TYSA shall obtain Consents for each season that any Guidance is effective.

- e. If the activities undertaken by TYSA are suspended again by applicable GUIDANCE, TYSA agrees to suspend its activities.

(c) PUBLIC HEALTH GUIDANCE – COVID EXAMPLE. As an example of TYSA's obligations under subsection 23(b) of this MOU, the California Department of Public Health ("CDPH") issued Guidance related to COVID-19 on February 19, 2021 entitled "Outdoor and Indoor Youth and Recreational Adult Sports" which was subsequently updated on March 4, 2021 (the "Recreational Sports Guidance"). Under this example, TYSA agrees to comply with and apply all applicable provisions in the Recreational Sports Guidance. TYSA agrees to train initially and with refresher sessions any persons coaching, directing, or participating in TYSA's activities in how to comply with the Recreational Sports Guidance. TYSA agrees to include the Recreational Sports Guidance in any package of information provided to its participants or sponsoring family members. TYSA agrees to abide by any amendments, revisions, or updates to the Recreational Sports Guidance and to provide copies of same. As the Recreational Sports Guidance includes a requirement for signed written consent, TYSA agrees to include use of CITY facilities in such consent and obtain such consent for each season the Recreational Sports Guidance is in effect. However, in addition to this particular Recreational Sports Guidance, the use of CITY facilities also is governed by CDPH's guidance entitled "COVID-19 INDUSTRY GUIDANCE: Campgrounds, RV Parks, Ski Operators, and Other Outdoor Recreation" dated December 1, 2020 ("General Outdoor Recreational Guidance"). For this type of guidance, TYSA will be responsible for implementing the procedures applicable to its use of CITY facilities.

- 3. Section 26 is added to the MOU to read as follows:

26. NO THIRD PARTY BENEFICIARIES. This MOU is intended for the convenience and benefit solely of TYSA and CITY and is not for the benefit of, nor may any provision be enforced by, any other person, entity or third party.

- 4. All other terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT NO. 1 to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

By: _____
Gary R. Hampton, Acting City Manager

Date: _____

**TURLOCK YOUTH SOCCER
ASSOCIATION**

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of Parks, Recreation & Public Facilities

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

6A

City Council Staff Report

March 16, 2021



From: Steven Williams, Interim Chief of Police

Prepared by: Steven Williams, Interim Chief of Police

Agendized by: Gary R. Hampton, Acting City Manager

1. ACTION RECOMMENDED:

Resolution: Ratifying the Proclamation of a Local Emergency by Acting City Manager Gary R. Hampton (Director of Emergency Services) in response to the Unsheltered Homeless and Encampments Crisis within the City of Turlock

Resolution: Appropriating \$498,417 to various account numbers within 110-10-191 for shelter providers, contractors, supplies, service agreements, materials, staffing costs, maintenance and upkeep, and miscellaneous expenses from Fund 110 General Fund unassigned reserves to establish a budget in response to the Unsheltered Homeless and Encampments Crisis

2. SYNOPSIS:

The City of Turlock currently is experiencing a significant health and safety crisis endangering both unsheltered individuals and families, many living in significant homeless encampments, as well as other individuals who live and work in Turlock. The crisis has been compounded by the COVID-19 pandemic. In addition, the crisis is compounded by illegal and nuisance behaviors of some of the individuals who are unsheltered. There is a real and present danger to the health, safety, and welfare of the community, a measurable increase in illegal and nuisance behaviors, and a noticeable decline in the quality of life for businesses, residents, and visitors in the City of Turlock.

As a result of these dangerous conditions, Acting City Manager Gary R. Hampton, in his role as the Director of Emergency Services, proclaimed a local emergency in response to the Unsheltered Homeless and Encampments Crisis.

City staff will engage in a 120-day local emergency plan to partner with service providers to connect unsheltered individuals and families with emergency shelter and other available resources. Efforts to reconnect homeless individuals with their families also will be a part of the plan. The goal of the emergency plan is to reduce the number of homeless who are unsheltered, increase the number of homeless who are re-connected with family or connected with needed social services, and reverse the trend

of increasing homelessness, especially unsheltered homelessness, and reducing the health and safety dangers resulting from the number of significant homeless encampments and the behaviors associated with some of those living in the encampments within the City of Turlock.

Concurrent with the implementation of the 120-day plan, City staff will develop a 36-month plan to address the Unsheltered Homeless and Encampments Crisis beyond the initial emergency response.

3. DISCUSSION OF ISSUE:

The U.S. Department of Housing and Urban Development asks communities across the country to conduct a comprehensive count of people experiencing homelessness at least every two years. Communities in Stanislaus County conduct the "Point-in-Time" Count each year in the month of January. For the City of Turlock, the average Point-in-Time Count for the years 2013 through 2018 was 178 homeless individuals. The average Turlock Point-in-Time Count for the years 2019 and 2020 was 239 homeless individuals. An Executive Summary of the 2020 Point-in-Time Count is included as Attachment "A". While the 2021 count was suspended due to the COVID-19 pandemic, City estimates indicate that the 2021 number of homeless individuals is higher than in recent years. In February of this year, City estimates indicated that the number of homeless individuals in the five largest homeless encampments was around 225. Since that number did not include homeless individuals in smaller encampments or those in emergency shelters (permitted capacity of just under 100 beds), the homeless count for early 2021 likely was significantly higher than 2019 or 2020.

In addition, lived experience and the number of inquiries about homelessness received by the City provides anecdotal evidence that the number of unsheltered individuals and of significant homeless encampments within the City of Turlock has increased since the 2020 Point-in-Time Count completed on January 23, 2020.

A significant homeless encampment can be defined as a gathering of ten (10) or more individuals experiencing homelessness where one or more of the following exists:

- Gathering on a regular basis;
- Constructing temporary or other forms of shelter and/or dwellings;
- Collecting, storing, or having abandoned personal and/or other types of property;
- Camping in an area which would appear to a reasonable person to be a place not meant for human habitation;
- Gathering in unlawful locations such as within the public right-of-way, parks, public facilities, and state and federal jurisdiction lines.

Currently, significant homeless encampments exist in the City on both private and public property.

An excerpt from an August 2019 document produced by The League of California Cities stated, "Homelessness presents municipalities with a variety of challenging social and public health, safety and welfare issues. Many of these issues require complex, long-term strategies with no simple or straightforward solutions. However, certain nuisances that result from the effects of homelessness, such as encampments and the use of vehicles as living quarters, may demand more immediate attention by city officials..." This document points out that a City may need to engage in both short-term emergency and longer-term actions to address homelessness and its effects on both the homeless individuals and families and the community at large. While an unsheltered homeless and encampment crisis is not unique to Turlock, or Stanislaus County, efforts to address the crisis must be fashioned and implemented at the local level. Solutions for Turlock will not be the same as those for California's largest cities or even the larger cities in the San Joaquin Valley such as Modesto, Stockton, Fresno and Bakersfield. A city the size of Turlock that is smaller than any of those but that has critical facilities such as a hospital, a state university, and a continually revitalizing downtown business district must devise a plan with proposed solutions tailored to our unique circumstances. In addition, the effort, or lack of effort, by an individual municipality such as Turlock will likely have a direct effect on the trend of illegal behaviors associated with some individuals that are unsheltered.

An excerpt from an October 2020, document produced by a Stanislaus County Homelessness working group stated, "Individuals experiencing homelessness continue to produce encampments in Stanislaus County due to a variety of challenges. Quite often, individuals experiencing homelessness suffer from physical disabilities, mental health conditions, medical illness, substance abuse issues, and emotional scars associated with trauma. Due to these conditions, it sometimes requires multiple attempts before an individual experiencing homelessness will accept assistance. At times, encampments may present an imminent threat to the health and well-being of the community at-large..." This has manifested into a reality in Turlock. As part of the short-term emergency plan, multiple attempts will be made to link unsheltered individuals with emergency shelter and other social services and to re-connect them with family. These efforts are part of a planned comprehensive effort to reduce the real and present danger to the health and safety of the entire community, both the unsheltered homeless persons in encampments as well as all other persons who live and work in Turlock. In addition, the plan hopes to decrease the illegal and nuisance behaviors engaged in by some in encampments, and reverse the noticeable decline in the quality of life for businesses, residents, and visitors in the City of Turlock.

City staff from all Departments are prepared to engage in a 120-day effort designed to reverse the trend of the Unsheltered Homeless and Encampments Crisis within the City of Turlock. A primary focus of this emergency operation will be to connect people with services or re-connect them with family. City staff have partnered with local, County, and State resource providers with the goal of offering individuals information, options, and solutions. Every reasonable effort will be made to assist those in need. Should individuals refuse, reject, or decline available services, appropriate steps will be taken to

address illegal behaviors including the enforcement of applicable laws and taking necessary actions within the limits of the law to reverse the adverse trends and restore the quality of life in Turlock.

This 120-day emergency operation will be done in tandem with development of a 36-month plan to address the Unsheltered Homeless and Encampments Crisis beyond the initial emergency response. City staff will be focused on the immediate emergency situation while also planning for the longer-term options and solutions.

Turlock Municipal Code Section 4-2-105(c)(1) authorizes the City Manager, serving as the Director of Emergency Services, to issue a Proclamation of a Local Emergency if the City Council is not in session. The Proclamation by the City Manager must then be ratified by the City Council within seven (7) days thereafter, or the proclamation shall have no further force or effect. Acting City Manager Gary R. Hampton, issued a Proclamation of a Local Emergency on Sunday, March 14, 2021.

By declaring a local emergency, the City can obtain additional resources, establish an immediate plan, and respond quickly to urgent situations. This will minimize disruptions and allow the City to focus on day-to-day operations while addressing the Unsheltered Homeless and Encampments Crisis as effectively and efficiently as possible.

In addition, staff recommends appropriating funds in the amount of \$498,417 to establish a budget in response to the Unsheltered Homeless and Encampments Crisis. The budget will be used for shelter providers, contracted vendors, equipment and materials, City staffing costs, supplies, lease and/or rental and similar agreements, and fees and services necessary for the 120-day emergency operation. These expenses will be tracked in a separate account (110-10-191) to facilitate accurate record-keeping.

4. BASIS FOR RECOMMENDATION:

Acting City Manager Gary R. Hampton, issued a Proclamation of a Local Emergency on Sunday, March 14, 2021, while the City Council was not in session. Staff is recommending the Turlock City Council ratify the City Manager's Proclamation of a Local Emergency in response to the Unsheltered Homeless and Encampments Crisis.

Staff recommends an appropriation in the amount of \$498,417 from the General Fund unassigned reserves to support the 120-day emergency operation.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment: An appropriation in the amount of \$498,417 from Fund 110 General Fund unassigned reserves is necessary to establish a budget in response to the existence of a local emergency related to the Unsheltered Homeless and Encampments Crisis. The breakdown for anticipated expenses is included as Attachment "B".

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. City Council could reject the Proclamation of the Local Emergency. This is not recommended as a local emergency exists.
- B. City Council could amend the Proclamation of the Local Emergency.
- C. City Council could reject the appropriation of funds. This is not recommended as there will be expenses associated with the local emergency.
- D. City Council could adjust the appropriation amount.

2020 Stanislaus County

Homeless Point-in-Time Count | Executive Summary

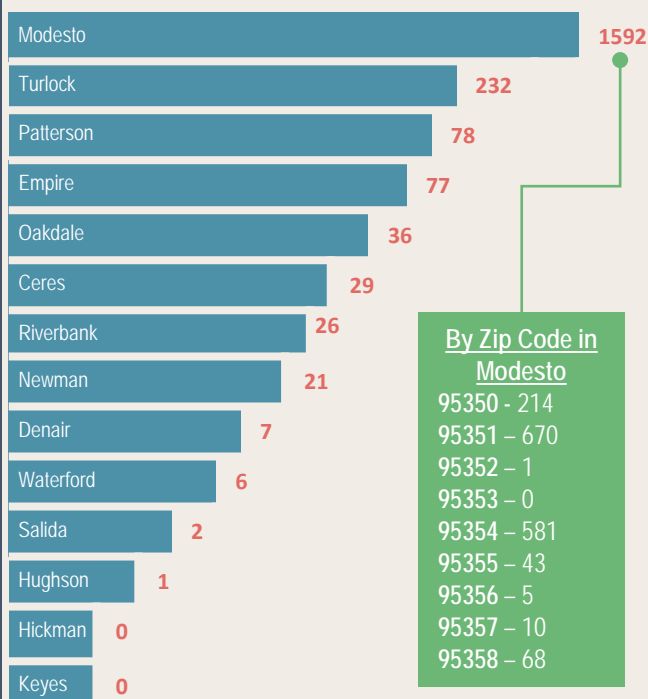
ATTACHMENT A



Every two years, during the last 10 days of January, the U.S. Department of Housing & Community Development asks communities across the country to conduct a comprehensive count of people experiencing homelessness in order to measure the prevalence of homelessness in each local community. The Stanislaus community conducts this survey every year.

The 2020 Stanislaus County Point-in-Time (PIT) Count was a community-wide effort conducted on January 23, 2020. Questionnaires were administered to unsheltered and sheltered individuals experiencing homelessness to profile their experience and characteristics. A total of 2,107 people, including 207 children, experienced homelessness in Stanislaus County.

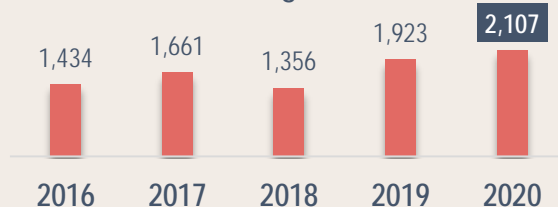
Sheltered/Unsheltered Population by City



By Zip Code in Modesto

95350 - 214
95351 - 670
95352 - 1
95353 - 0
95354 - 581
95355 - 43
95356 - 5
95357 - 10
95358 - 68

PIT Count Longitudinal Trend



Sheltered/Unsheltered Population

48%

Sheltered
n=1,020

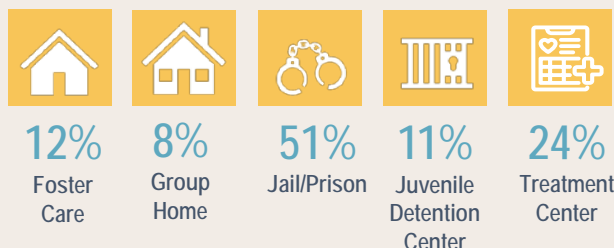


52%

Unsheltered
n=1,087



Have Ever Been In Top 5 Responses n=1,383



Obstacles Accessing Services

Top 4 Responses n=1,383



Reasons for Becoming Homeless Top 6 Responses n=1,383



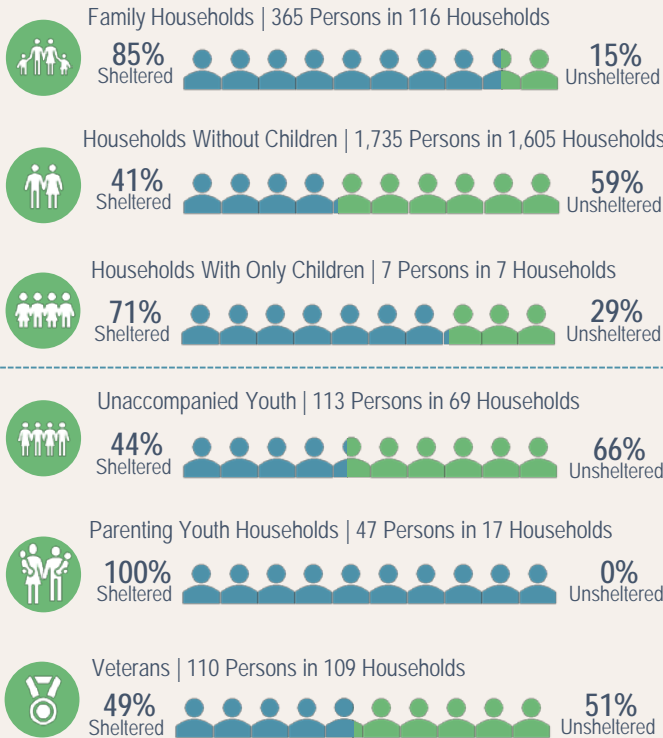
First Became Homeless

80%
Stanislaus County



1,383 = Clients that responded to all survey questions, creating a margin of error of 1.545%
 1890 = Clients Unsheltered and in Emergency Shelter, does not include those in Transitional Housing.

Household Breakdown



Chronically Homeless Population

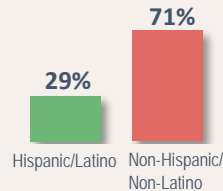
n=1,890



336 Sheltered/Unsheltered

Ethnicity

HUD guidelines



Location n=1,383

617 Unsheltered

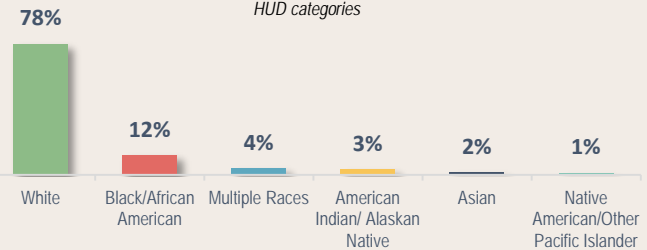
Street or Sidewalk	26%
Vehicle	6%
Woods or Encampment	6%
Park	3%
Under Bridge/Overpass	3%
Abandoned Building	<1%
Bus, Train Station, Airport	<1%

766 Sheltered

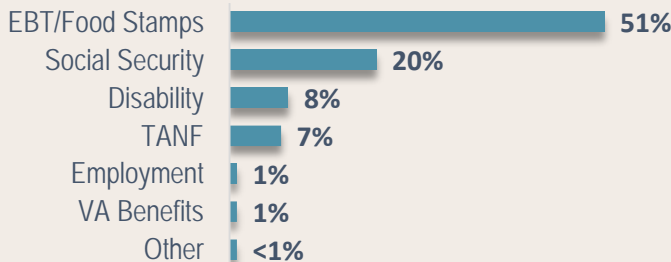
Emergency Shelter	42%
Transitional Housing	11%
Hotel/Motel (Paid by Non-Profit)	3%

Race

HUD categories



Income and Benefits



Gender

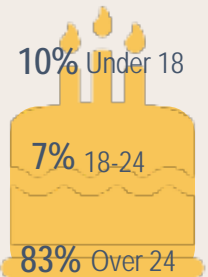
65% Male

35% Female

<1% Transgender

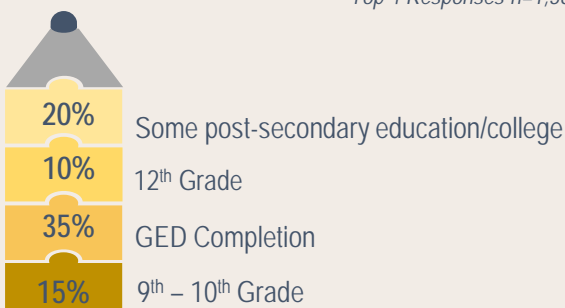
<1% Non-Conforming

Age



Highest Grade or Level of School Completed

Top 4 Responses n=1,383



Other Homeless Populations

Top 3 Responses n=1,383

19% Adults with a Substance Use Disorder

18% Adults with a Serious Mental Illness

8% Adult Survivors of Domestic Violence
 (Currently experiencing homelessness and fleeing from Domestic Violence)

Unsheltered Homeless and Encampment Crisis

ATTACHMENT B

Local Emergency Budget

City Operations

Cleanup Crews	\$45,000	
Fencing and Site Security	\$30,000	
Mobile CCT Security Towers	\$30,000	
Staffing Costs	\$12,000	
Supplies	\$12,000	
Dumpsters and Temporary Services/Facilities	\$12,000	
Maintenance and Upkeep	\$12,000	
Fees, Services, Leases, Rental Agreements	\$8,000	
Contingency/Miscellaeous	\$8,000	
CITY OPERATION TOTAL	\$169,000	\$169,000

Turlock Gospel Mission (TGM)

Janitorial/Household	\$0	
Lease/ Rent	\$69,333	
Administrative Overhead	\$26,764	
Recruiting/ Background/ Testing	\$1,700	
Salaries	\$79,650	
Payroll Tax	\$8,600	
Workers Comp Insurance	\$4,370	
TGM TOTAL	\$190,417	\$190,417

We Care

Salaries	\$57,000	
Administration	\$6,000	
Payroll Tax and Workers Comp	\$9,000	
Security	\$21,000	
Utilities/Phone	\$4,000	
Insurance	\$1,000	
Supplies	\$3,000	
Repairs and Maintenance	\$2,000	
Pallet Houses for Men with Dogs	\$24,000	
Contingency	\$12,000	
WE CARE TOTAL	\$139,000	\$139,000

\$498,417 LOCAL EMERGENCY TOTAL

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RATIFYING THE }
PROCLAMATION OF A LOCAL EMERGENCY }
BY ACTING CITY MANAGER GARY R. HAMPTON }
(DIRECTOR OF EMERGENCY SERVICES) }
IN RESPONSE TO THE UNSHELTERED }
HOMELESS AND ENCAMPMENTS CRISIS }
WITHIN THE CITY OF TURLOCK }

RESOLUTION NO. 2021-

WHEREAS, the City of Turlock is experiencing an increase in the numbers of unsheltered homeless and of significant homeless encampments which has been compounded in severity by the COVID-19 pandemic which has also impeded the City's ability to address these increases; and

WHEREAS, there is a real and present danger to the health, safety, and welfare of the unsheltered homeless, especially those in significant homeless encampments and also to the community at large, especially to those persons who live, work, or engage in other lawful activities adjacent to or near a significant homeless encampment; and

WHEREAS, a measurable increase in illegal and nuisance behaviors, and a noticeable decline in the quality of life for residents, citizens, taxpayers, students, retirees, business owners, employees, workers, independent contractors, and visitors in the City of Turlock has occurred; and

WHEREAS, significant homeless encampments currently exist on both private property and public property with the City of Turlock; and

WHEREAS, these aforementioned factors as well as others detailed in the attached proclamation constitute a local Unsheltered Homeless and Encampments Crisis that requires immediate emergency action; and

WHEREAS, on December 18, 2018, the City Council of the City of Turlock declared a shelter crisis pursuant to Government Code Section 8698 et seq. which is still in effect; and

WHEREAS, City staff from all City Departments are prepared to engage in a 120-day effort designed to reverse the trend of increasing unsheltered homelessness and significant homeless encampments within the City of Turlock; and

WHEREAS, in addition to offering emergency shelter to unsheltered individuals and families, a primary focus of this emergency operation will be to connect homeless individuals and families with an array of social services and to attempt to reconnect homeless individuals with their families; and

WHEREAS, the 120-day emergency operation will be supplemented by the concurrent development of a 36-month plan to address the Unsheltered Homeless and Encampments Crisis beyond the initial emergency response; and

WHEREAS, Acting City Manager Gary R. Hampton, in his role as the Director of Emergency Services, proclaimed a Local Emergency in response to the Unsheltered Homeless and Encampments Crisis on March 14, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock finds as follows:

1. Pursuant to Government Code section 8630 and section 4-2-105 of the Turlock Municipal Code, the Proclamation of Existence of a Local Emergency issued by the Director of Emergency Services on March 14, 2021 is hereby ratified.
2. During the existence of the local emergency, the powers, functions, and duties of the Director of Emergency Services (City Manager) and the emergency organization of the City shall be those prescribed by State law, the ordinances and resolutions of the City, and the City of Turlock Emergency Plan.
3. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 16th day of March, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

CITY OF TURLOCK

Proclamation of the Existence of a Local Emergency

By the Director of Emergency Services (Acting City Manager) of the City of Turlock

WHEREAS, section 4-2-105 of the Turlock Municipal Code pursuant to California Government Code Section 8360 empowers the City Manager as the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency in the City of Turlock (the "City") if the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

WHEREAS, homelessness is one of the most important and pervasive challenges facing the State of California and California counties and cities; and

WHEREAS, there is no single approach that can apply to each local jurisdiction in California, whether a county or city; and

WHEREAS, efforts to address homelessness in the City of Turlock have been significantly interfered with by a novel coronavirus ("COVID-19") pandemic resulting in an increase in the number of unsheltered homeless living within the City; and

WHEREAS, while the U.S. Department of Housing and Urban Development asks communities across the country to conduct a comprehensive survey at least every two years of people experiencing homelessness (commonly known as the Point-in-Time Count), the City of Turlock and other communities in Stanislaus County conduct the survey each year; and

WHEREAS, the Point-in-Time Count for the City of Turlock averaged 178 persons in the years 2013 through 2018; and

WHEREAS, the Point-in-Time count for the City of Turlock averaged 239 persons in the years 2019 and 2020, a significant increase over the previous average; and

WHEREAS, a significant homeless encampment with certain qualifying factors is defined in size as a gathering of ten (10) or more persons; and

WHEREAS, while the 2021 Point-in-Time Count was suspended due to the COVID-19 pandemic, the 2021 number of homeless individuals in the City likely is higher than that shown in the recent Point-in-Time Counts. In February of this year, City estimates indicate that the number of unsheltered homeless individuals numbered about 225 in the five largest significant homeless encampments. Since that number did not include homeless individuals in smaller encampments or those in emergency shelters, the homeless count for early 2021 likely was substantially higher than those shown in the 2019 or 2020 Point-in-Time Counts; and

WHEREAS, City officials believe that, and input from residents, citizens, and taxpayers in the City indicate that, the number of significant homeless encampments in the City has increased since the start of 2020; and

WHEREAS, individuals and families living in substandard, unhealthy, unsafe, illegal, and temporary conditions, including those in significant homeless encampments, threaten the health and safety of those individuals and families living therein; and

WHEREAS, individuals living in substandard, unhealthy, unsafe, illegal, and temporary conditions, including those in significant homeless encampments, have overwhelmed our limited City resources and have a devastating impact upon these unsheltered communities as well as our community at large; and

WHEREAS, the presence of significant homeless encampments on private property and on City property has created a real and present danger to the health, safety, and welfare not only to the individuals and families in these encampments, but also to the health, safety, and welfare of the community at large, especially those persons who live, work, or engage in other lawful activities adjacent to or near a significant homeless encampment; and

WHEREAS, the COVID-19 pandemic has exacerbated the public health and safety effects suffered by unsheltered individuals and families, including those in significant homeless encampments as well as the community at large and has interfered with data gathering through the suspension of the 2021 Point-in-Time Count; and

WHEREAS, City officials believe that, and input from residents, citizens, and taxpayers in the City indicate that, there has been a measurable increase in illegal and nuisance behaviors, and a noticeable decline in the quality of life for residents, citizens, taxpayers, students, business owners, employees, workers, independent contractors and visitors in the City of Turlock; and

WHEREAS, the health, safety, and welfare of City residents, citizens, taxpayers, students, retirees, business owners, employees, workers, independent contractors, visitors, and staff are of utmost importance to the City, and additional future measures may be needed to protect the community; and

WHEREAS, the existing conditions described above constitutes a local Unsheltered Homeless and Encampments Crisis and constitutes an emergency as defined in Turlock Municipal Code section 4-2-102 that requires immediate emergency action; and

WHEREAS, the City cannot address the local Unsheltered Homeless and Encampments Crisis above without additional resources from other governmental jurisdictions especially to provide the resources necessary to shelter the unsheltered individuals and families who are homeless, and offer and provide an array of social services that can assist in addressing the underlying challenges involved in being homeless and reconnecting the homeless with their families; and

WHEREAS, declaring a local emergency allows additional resources to flow into the City in a timely fashion and allows the City to coordinate the provision of such resources; and

WHEREAS, the Acting City Manager as the Director of Emergency Services of the City of Turlock hereby finds that:

- The efforts required to prepare for, respond to, mitigate, and recover from the upward trend of unsheltered homeless individuals and families, and associated encampments, have imposed, and will continue to impose, extraordinary demands on the City, requiring diversion from day-to-day operations; and
- In addition to the above facts, conditions or threatened conditions caused by unsheltered homeless individuals and families, and associated encampments,

include, but are not limited to, environmental waste, hazardous materials, illegal activity, unsanitary environments, rodentia, vermin, and other pests, and the spread of diseases including COVID-19 give rise to conditions of extreme peril to the safety of persons and property within the City; and

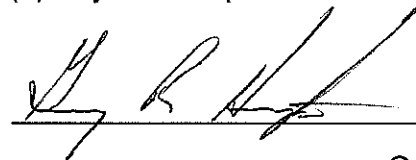
- Encampments and unsheltered individuals on private and City-owned property have reached a level so as to cause an immediate threat to the health and safety of unsheltered individuals and families in the encampments and also to others throughout the City that will require concentrated focus and action and may require the promulgation of orders and regulations to protect life and property; and
- These conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of the City; and
- At the time of this proclamation, the City Council is not in session, and cannot be called into session.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists in the City of Turlock.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of the local emergency, the powers, functions, and duties of the Director of Emergency Services (City Manager) and the emergency organization of the City shall be those prescribed by State law, the ordinances and resolutions of the City, and the City of Turlock Emergency Plan.

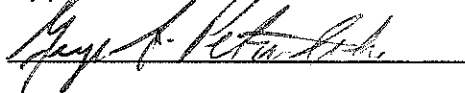
IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall expire unless ratified by the City Council within seven (7) days of this proclamation.

Dated: March 14, 2021



Gary R. Hampton,
Director of Emergency Services / Acting City Manager

Approved as to Form:



George A. Petrulakis,
Interim City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROPRIATING }
\$498,417 TO VARIOUS ACCOUNT NUMBERS }
WITHIN 110-10-191 FOR SHELTER PROVIDERS, }
CONTRACTORS, SUPPLIES, SERVICE }
AGREEMENTS, MATERIALS, STAFFING }
COSTS, MAINTENANCE AND UPKEEP, AND }
MISCELLANEOUS EXPENSES FROM FUND 110 }
GENERAL FUND UNASSIGNED RESERVES TO }
ESTABLISH A BUDGET IN RESPONSE TO THE }
UNSHELTERED HOMELESS AND }
ENCAMPMENTS CRISIS }**

RESOLUTION NO. 2021-

WHEREAS, the City of Turlock is experiencing an increase in the numbers of unsheltered homeless and of significant homeless encampments which has been compounded in severity by the COVID-19 pandemic which has also impeded the City's ability to address these increases; and

WHEREAS, there is a real and present danger to the health, safety, and welfare of the unsheltered homeless, especially those in significant homeless encampments and also to the community at large, especially to those persons who live, work, or engage in other lawful activities adjacent to or near a significant homeless encampment; and

WHEREAS, a measurable increase in illegal and nuisance behaviors, and a noticeable decline in the quality of life for residents, citizens, taxpayers, students, retirees, business owners, employees, workers, independent contractors, and visitors in the City of Turlock has occurred; and

WHEREAS, significant homeless encampments currently exist on both private property and public property with the City of Turlock; and

WHEREAS, these aforementioned factors as well as others detailed in the proclamation declaring a local emergency constitute an Unsheltered Homeless and Encampment Crisis that requires immediate emergency action; and

WHEREAS, on December 18, 2018, the City Council of the City of Turlock declared a shelter crisis pursuant to Government Code Section 8698 et seq. which is still in effect; and

WHEREAS, City staff from all City Departments are prepared to engage in a 120-day effort designed to reverse the trend of increasing unsheltered homelessness and significant homeless encampments within the City of Turlock; and

WHEREAS, in addition to offering emergency shelter to unsheltered individuals and families, a primary focus of this emergency operation will be to connect homeless individuals and families with an array of social services and to attempt to reconnect homeless individuals with their families; and

WHEREAS, the 120-day emergency operation will be supplemented by the concurrent development of a 36-month plan to address the Unsheltered Homeless and Encampments Crisis beyond the initial emergency response; and

WHEREAS, Acting City Manager Gary R. Hampton, in his role as the Director of Emergency Services, proclaimed a Local Emergency in response to the Unsheltered Homeless and Encampments Crisis on March 14, 2021; and

WHEREAS, local shelter providers, We Care and Turlock Gospel Mission, are prepared to assist in this local emergency by providing for increased capacities of emergency shelter facilities; and

WHEREAS, the local emergency will require funding to support the operations of City staff as well as the shelter facilities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock does hereby appropriate \$498,417 to various account numbers within 110-10-191 for shelter providers, contractors, supplies, service agreements, materials, staffing costs, maintenance and upkeep, and miscellaneous expenses from Fund 110 General Fund unassigned reserves to establish a budget in response to the Unsheltered Homeless and Encampments Crisis.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 16th day of March, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California