

**MEMORANDUM OF UNDERSTANDING between the City of Stockton and the  
California State Lands Commission**

**REGARDING UNAUTHORIZED PERSONS AND CAMPS ON STATE LANDS  
COMMISSION PROPERTY WITHIN THE CITY OF STOCKTON**

This Memorandum of Understanding ("MOU") is made and entered into as of the date of execution below, by and between the City of Stockton ("City"), a municipal corporation, and the California State Lands Commission ("CSLC"), an agency of the State of California.

**RECITALS**

- A. The State of California, by and through the CSLC, owns certain lands within the boundaries of the City. Some of these lands were acquired through exchange agreements, and others by operation of law. (e.g., Public Resources Code section 6301). (hereinafter, collectively "State Lands")
- B. Many of the State Lands are undeveloped wetlands, or adjacent to waterways. These lands do not have facilities or amenities for camping.
- C. The number of people experiencing homelessness has increased on a statewide basis. The City has seen a corresponding increase in people experiencing homelessness. As people experiencing homelessness are moved from private property, City Property, and roadway rights-of-way, many have relocated on more remote public lands, including State Lands.
- D. As a result, the number of people experiencing homelessness seeking refuge on State Lands has increased. Conditions within the encampments on State Lands, resulting from a lack of water, sewer service, and refuse collection, may become a threat to the health and safety of the unauthorized campers, as well as nearby residents. Some encampments on State Lands are in close proximity to waterways, sloughs, levees, and other sensitive environments and critical infrastructure.
- E. The CSLC and City desire to improve the conditions and address any threats to public safety, impacts to the environment, and hazards to infrastructure.

**AGREEMENT**

- 1. The CSLC and City agree to work cooperatively to address the conditions caused by the unhoused who are camping on State Lands. The CSLC and City acknowledge that each agency retains its own legal authority and jurisdiction.
- 2. In an event the City becomes aware of a camp on State Lands, the City shall inform the CSLC of its location, and, to the best of its knowledge the number of unhoused at the encampment and the conditions within it.

3. The City and CSLC shall then meet in a timely manner to discuss and consider the resources available to address the situation and discuss the next steps. Depending upon which steps are to be taken, the City and CSLC shall discuss the roles and responsibilities of implementing the next steps, including availability of funding and other resources. Next steps could include:
  - a. A discussion of what local programs and services are available to residents of the camp.
  - b. How to connect the encampments' inhabitants to local programs or services available to the unsheltered individuals.
  - c. Provision of restroom facilities and waste collection services to reduce the impacts of the encampment.
  - d. Opportunities to relocate the residents of the camp to approved facilities for the unhoused.
4. The City and CSLC may agree to remove camps, camp facilities, camp paraphernalia, personal property, garbage, junk, debris, and any other property from State Lands. Such agreements shall be on a site-by-site basis and subject to future terms to be negotiated and approved by the CSLC at a properly noticed public meeting. Such agreements may utilize City staff and resources. The process for negotiating these agreements will include:
  - a. A cost estimate from the City for the work to be performed, along with an allocation of the expenses between the parties.
  - b. A contract complying with City and State contracting guidelines.
5. Such future agreements may also utilize existing City laws, including Stockton Municipal Code, Chapters 9.28 or 8.100. The CSLC will cooperate with these efforts by ensuring the City has access to the State Land, and authority to act thereon.
6. The CSLC may also compare cost estimates provided by the City with bids from independent contractors to determine the most cost-effective and appropriate means to carry out a camp cleanup or removal on State Lands.
7. Nothing in this MOU creates a duty or obligation for the City or the CSLC to remove any person or property from CSLC Property, commit or expend state funds, or to initiate any cleanup activities.
8. **Term and Termination.** The term of this MOU will be for a period of five (5) years unless extended by the parties through written agreement or terminated by either party upon written notice to the other.
9. **Notices.** Notices required to be sent under this MOU may be communicated by personal delivery or United States certified mail, postage prepaid, return receipt requested. Delivery will be deemed complete upon actual receipt (or refusal to accept proper delivery). Notice must be addressed as below:

To City: City of Stockton  
425 North El Dorado Street  
Stockton, CA 95202  
Attn: Will Crew, Deputy City Manager

With copy to: City of Stockton, Public Works  
22 E. Weber Avenue, Room 301  
Stockton, CA 95202  
Attn: Director

To CSLC: California State Lands Commission  
100 Howe Ave., Suite 100-South  
Sacramento, CA 95825  
Attn.: Colin Connor, Assistant Executive Officer

10. **Counterparts.** This MOU may be executed in counterparts, all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last date of execution below.

**CITY OF STOCKTON**

By:  8/1/2023  
D42C7006C8F540B...  
HARRY BLACK  
CITY MANAGER

**CALIFORNIA STATE LANDS COMMISSION**

By:  8/1/2023  
JENNIFER LUCCHESI  
EXECUTIVE OFFICER