

1 one or more new homeless shelters within its boundaries:

2 **2.1** Anaheim shall fund, and/or coordinate third-party funding for,
3 the construction and initial operation, as solely agreed to by Anaheim and the
4 operator(s), of one or more temporary, low-barrier homeless shelters within its
5 boundaries (collectively, the “Shelters,” and individually a “Shelter”), with a total
6 capacity of at least 325 beds. Anaheim’s funding commitment for the Shelters is for
7 two years only, commencing on the Effective Date.

8 **2.2** Anaheim shall use its best efforts to ensure construction of the
9 325 Shelter beds by the earliest practicable date, with a goal of completing
10 construction of the 325 beds by January 2019.

11 **2.3** Any agreement between Anaheim and any other entity
12 regarding the provision of funding for a Shelter by Anaheim shall include a term
13 requiring the entity receiving the funding to comply with any applicable anti-
14 discrimination laws, including but not limited to any applicable laws prohibiting
15 discrimination on the basis of a disability, and to provide a reasonable
16 accommodation of the disabilities of any Shelter occupants as required by law.

17 **2.4** Nothing contained in this Agreement will cause Anaheim to be
18 deemed or considered to be (a) a tenant of all of any portion of a Shelter site, (b) in
19 control of all or any portion of any Shelter site, or of any operations, development,
20 or construction thereon, or (c) an occupant or owner of all of any portion of a
21 Shelter site, or any structures or facilities thereon.

22 **3. Enforcement Against Homeless Individuals**

23 **3.1** On all Anaheim properties (other than the specific properties
24 exempted in Section 3.3 below), Anaheim will lead the contact of those indigent
25 homeless individuals inhabiting areas open to the public with outreach and
26 engagement personnel. For purposes of this Agreement, the term “outreach and
27 engagement personnel” shall include County Outreach and Engagement personnel,
28 City personnel, and/or representatives from CityNet or any other organization(s)

1 with which Anaheim has contracted for such services and who are qualified to
2 conduct appropriate assessments of individuals with disabilities (collectively,
3 “O&E personnel”).

4 **3.2** O&E personnel will determine appropriate placements for the
5 indigent homeless persons and the availability of said placements. Disputes over an
6 appropriate placement will be subject to the policies and procedures outlined in this
7 Agreement. Absent exigent circumstances, after engagement by O&E personnel, an
8 indigent homeless person will be given a warning of the alleged violation and
9 notice (of at least 24 hours) of their service and shelter options. After an offer of
10 appropriate placement, a warning, and a notice of the need to relocate, and an
11 opportunity to accept the placement or voluntarily relocate, Anaheim may utilize
12 criminal law, including any applicable Anaheim ordinances, to effect the person’s
13 removal. In the event the homeless person declines the offered placement, Anaheim
14 will advise the person of the availability of the notice-and-grievance process
15 enacted by the Court as discussed below and provide the person with the contact
16 information for Plaintiffs’ attorneys in the Action, Brooke Weitzman and Carol
17 Sobel.

18 **3.3** The procedures set forth in this Section 3 shall not apply to the
19 enforcement of criminal laws and/or Anaheim ordinances on (1) currently lockable,
20 gated, and fenced Anaheim park facilities with noticed hours of operation, (2)
21 Anaheim libraries during closed hours of operation, or (3) other special-use
22 properties as agreed upon by the Parties. In such locations, indigent homeless
23 persons shall have and enjoy the same right of access (and shall be subject to the
24 same rules of conduct) as other members of the public, and Anaheim shall, where
25 feasible, provide indigent homeless persons a warning and an opportunity to vacate
26 the area, before issuing a citation or effecting an arrest. On any property where
27 Anaheim and the County have dual enforcement authority, County restrictions on
28 access to that property shall be applicable to and enforceable by Anaheim.

1 **3.4** Nothing herein shall be construed to prevent Anaheim from
2 performing routine maintenance, remediation, or cleaning projects, as determined to
3 be necessary by Anaheim. Anaheim will advise Plaintiffs' counsel when a proposal,
4 plan, or project is expected to be submitted to the Anaheim City Council or
5 appropriate Anaheim agency or personnel if said proposal, plan, or project will
6 result in the displacement of an unsheltered community and, if necessary, submit
7 the proposal to the Court's notice-and-grievance process (discussed below)
8 pursuant to this Agreement. The Parties will meet and confer in good faith on the
9 implementation of the project as it impacts an unsheltered community. Except in
10 cases of emergency, in the event of such projects, Anaheim shall provide at least 24
11 hours' notice to affected indigent homeless persons and shall provide storage, at no
12 charge, for their personal property. The Parties agree to meet and confer on the
13 extent of Anaheim's obligation to store personal property seized during such
14 projects.

15 **3.5** To further the goals of maximizing eligibility for, and providing
16 services to, unhoused persons so they can be enrolled in available benefit programs,
17 including homeless court, Anaheim will endeavor, when feasible, to charge
18 offenses based on homeless status as infractions rather than misdemeanors.
19 However, nothing herein shall be construed to preclude Anaheim from enforcing
20 criminal law not based on homeless status.

21 **3.6** Absent exigent circumstances, prior to the time the 325 Shelter
22 beds referenced in section 2.1 are operational in Anaheim, a homeless individual
23 believed to be in violation of Anaheim Municipal Code section 13.08.101.080 (the
24 "Park-Hours Provision") will be given a warning and directed to move to another
25 public area outside the park which is not subject to a curfew. Once an individual
26 has been given the warning and direction set forth above on two separate days,
27 Anaheim need not provide it again to the same individual on any subsequent day
28 prior to enforcing the Park-Hours Provision against that individual.

1 **3.7** Anaheim shall not cite or arrest any homeless individual for
2 violation of Anaheim Municipal Code section 7.28.010 (the “Anti-Loitering
3 Provision”) unless that individual, either individually or in conjunction with his or
4 her property, actually obstructs the free passage of any person or vehicle on any
5 public highway, alley, sidewalk, or crosswalk and declines to move the obstruction
6 after being asked to do so. A sidewalk is “obstructed” if less than 36 consecutive
7 inches of the sidewalk is available for passage.

8 **3.8** Absent exigent circumstances, for five days after the Effective
9 Date, Anaheim Municipal Code sections 11.10.030 and 11.10.040, to the extent
10 they relate to the possession or storage of personal property in public areas, shall
11 not be used as the basis to cite or arrest any homeless individual, or to permit the
12 seizure of property, whether attended or unattended, in Anaheim parks during park
13 hours, or on other, non-park public property at all other times. During that five-day
14 period, the Parties agree to meet to discuss possible resolution of their conflicts on
15 these issues, including potential revisions to the ordinance and due-process
16 procedures regarding the possession or storage of personal property in a public
17 park. At the end of the five-day period, the restriction set forth above shall end
18 unless otherwise agreed to in writing by the Parties.

19 **3.9** The terms of this agreement may be vacated or modified, at the
20 request of any party hereto, before the Termination Date (defined below) if: (a) the
21 holding of *Martin v. City of Boise*, Case No. 15-35845, 2018 WL 4201159 (9th Cir.
22 Sept. 4, 2018) (“*Martin v. Boise*”) is reversed or modified, or is otherwise no longer
23 good law; or, (b) the Court determines that the number of available and appropriate
24 shelter placements in the City of Anaheim warrant termination or modification of
25 the Agreement.

26 **4. Notice-and-Grievance Process.**

27 **4.1** The Parties agree that a more thorough and detailed notice-and-
28 grievance review procedure that complies and is otherwise consistent with state and

1 federal law must be developed and agreed to by the Parties, for approval and
2 implementation by the Court. In utilizing such procedure, the Parties anticipate that
3 every effort will be made by the Parties to resolve issues before seeking review by
4 the Court. The Parties agree that the Court will have the authority to enforce the
5 terms of this Agreement and resolve disputes as they may arise. The Parties agree to
6 make reasonable efforts to exhaust any and all applicable meet-and-confer and/or
7 grievance procedures prior to contacting the Court, except in instances where the
8 health or safety of individuals is at risk of imminent harm. The informal court
9 hearing process as part of the notice-and-grievance procedure will be established by
10 mutual agreement and with the approval of the Court. The parties shall make every
11 reasonable, good-faith effort to have these disputes heard by the Court during
12 normal business hours, but understand that the hearings may be dependent upon (1)
13 the Court's availability, and (2) circumstances in which the health or safety of an
14 individual is at risk of imminent harm.

15 **4.2** Once a matter is decided in the Dispute-Resolution Process, the
16 parties will be bound by the decision as applied to substantially similar facts for the
17 same individual. When the determination is in favor of the City, the City may
18 proceed with citation and release or, where appropriate in its discretion, arrest, in
19 future contacts with the same person without deferring to the Dispute-Resolution
20 Process.

21 **5.** This Agreement will fully terminate on the date that is three years after
22 the Effective Date (the "Termination Date").

23 \\\
24 \\\
25 \\\
26 \\\
27 \\\
28 \\\

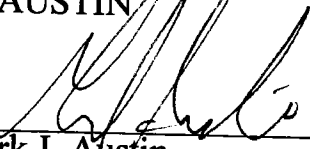
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6. The Parties will endeavor to separately resolve the issue of attorneys' fees, costs, and damages, as to any individual Plaintiffs, prior to the Effective Date.

7. The effectiveness of this Agreement shall be subject to the Parties agreeing to an appropriate release.

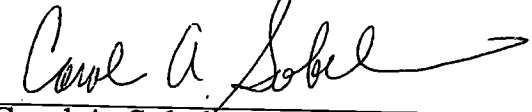
DATED: November 2, 2018

BURKE, WILLIAMS, & SORENSEN
MARK J. AUSTIN

By: 
Mark J. Austin
Attorneys for Defendant CITY OF ANAHEIM

DATED: November 2, 2018

LAW OFFICE OF CAROL A. SOBEL

By: 
Carol A. Sobel
Attorneys for Plaintiffs