

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

MARY'S KITCHEN ET AL.,

Plaintiffs,

vs.

CITY OF ORANGE,

Defendant.

Case No. 8:21-cv-01483-DOC (JDE)

Assigned to the Hon. David O. Carter

AGREEMENT

Plaintiff Mary's Kitchen and Defendant the City of Orange agree to the following terms:

1. Pending demonstration of the services in Section 2 to the satisfaction of Judge Carter, Mary's Kitchen will discontinue services by June 10, 2022. The parties will cooperate in facilitating the surrender of possession to the City by June 10, 2022 or such later date as shall be necessary to facilitate removal and/or sale of existing equipment as may be agreed to by parties, and upon failure to agree, to be determined by the Court. This is anticipated to be 60 days. The Court will hold a site visit at 10:00 am on Saturday, May 21, 2022 and a hearing at 8:30 am on Tuesday, May 24, 2022 to determine whether the City has satisfied the service provisions below.
2. The City commits to providing the following services at the Struck location for not less than one year from the execution of a formal agreement unless otherwise permitted by Judge Carter upon a showing of good cause and a hearing:
 - a. Install and maintain not less than eight showers, not less than two of which will be ADA compliant.
 - b. Install and maintain not less than six portable toilets, not less than two of which will be ADA compliant.
 - c. Provide food services consisting of not less than two hot meals/day plus an additional supplemental, non-perishable food offering (meal) at the Struck site;

exercise best efforts to obtain approval from the food bank by the hearing date to continue distributing food to other entities consistent with the existing service provided by Mary's Kitchen. Information about other resources will be made available during food service, but recipients will not be required to provide personal information or accept materials to receive food.

- d. Provide "Hub Services," including but not limited to:
- Referrals to shelter;
 - Entry into the Coordinated Entry System (CES) and Homeless Management Information System (HMIS);
 - Access to phone and facsimile services;
 - Phone charging;
 - Provision of and/or referrals to medical, vision, dental services, including Health Care Agency;
 - Provision of and/or referrals to haircuts;
 - Provision of and/or referrals to veterinary care;
 - Provision of and/or referrals to COVID-19 vaccines;
 - Provision of and/or referrals to clothes providers.

These baseline services will be provided on-site. For any baseline services that cannot be provided on-site, referrals will be provided to service providers in Orange.

- e. Provide mail services that will allow individuals utilizing the Struck facility the opportunity to receive mail at that site, if they desire to keep that address. Otherwise, Mary's Kitchen will set up mail forwarding as it deems appropriate. People picking up mail at the Struck site after the closure of Mary's Kitchen will be required to present identification with exceptions within the City's discretion, including that a Mary's Kitchen volunteer or staff member familiar with the community will help identify people without identification. The City will not file any documents asking USPS to forward mail unless requested by the recipient.
- f. Make available not less than five automatic washers and five driers for use at no charge and provide laundry detergent. If equipment is not available as a

result of being fully used by others or operational problems, a \$15 voucher will be provided for use at an alternate location nearby.

- g. Have a "day-porter" on site during hours of operation who will be responsible for maintaining and cleaning of facilities being provided.
 - h. Maintain an information center, which may be part of the Hub, for providing information regarding other services that are available for the community.
 - i. Provide security during the transition period for the City facilities/area outside of the property. Security will be informed not to tell people not to loiter on public ways.
3. The above services will be available Monday through Saturday from 9:00 a.m. to 3:00 p.m. No services will be provided on Sundays.
 4. Judge Carter shall retain jurisdiction for one year following the execution of the agreement to resolve any disputes and approve any requested changes.
 5. Mary's Kitchen will not seek future injunctive relief to delay move-out, eviction, or turn-over of possession of the property.
 6. The parties will in good faith discuss potential resolution of the pending actions, including the federal action and Brown Act state court action. The City will act in good faith for potential alternative locations and permitting.

For Mary's Kitchen:

Dated: _____

Gloria Suess

For City of Orange:

Dated: _____

Mayor Mark A. Murphy

