

1. Can the Settlement Agreement be modified?

The *Warren* Settlement Agreement was signed by the parties. U.S. Eastern District Court Judge England signed the parties' Stipulation and Order that provides U.S. Eastern District Magistrate Judge Newman with continuing jurisdiction over the Settlement Agreement.

The parties may amend the agreement pursuant to paragraph 23 by further written instrument executed by the parties. If they cannot agree on such an amendment, the parties can ask U.S. Eastern District Magistrate Judge Newman to rule on a requested amendment through the dispute resolution process contained in paragraph 16.

2. What is a permanent injunction?

A permanent injunction is a court order requiring a person to do or stop doing a specific action that is issued as a final judgment in a case. Failure to comply with an injunction may result in being held in contempt of court, which in turn may result in either criminal or civil liability. For example, a court can order an industrial plant to cease dumping waste into a lake permanently as a final judgment in a case.

3. What are the operational costs associated with this Settlement Agreement and how will those costs be paid?

The operational costs associated with this Settlement Agreement are still accumulating and being known, a final response on all aspects of operational cost and funding sources will be provided once finalized. However, the known initial costs along with the anticipated areas of costs are stated below:

Shelter Units and Installation:

\$1.7 Million from American Rescue Plan Act ("ARPA") grant funds through Butte County

Initial Startup Costs:

Original Site Design \$39,150

Grading \$409,210

Lime Treatment for Soil \$174,129

Electrical \$665,773

PG&E \$24,827

Fencing Improvements \$22,000

Modular Building(s) & Modular Furniture/Painting \$36,680

Sewer connection to Modular Building \$27,000

Shade Tent \$1,500

Storage Units \$11,867

Security Cameras \$60,140

Site Operator Initial Setup and Operations (through June 30, 2022)

Jesus Center Contract – \$553,132

Ongoing Annual Costs:

Potable Water \$6,000
Restroom Rentals \$155,280
Laundry/Shower Services \$338,830
Food Services \$9.55 per person, per day
Waste Disposal \$25,428
Security \$216,000
Security Camera Monitoring \$(TBD)
Lighting and Utility Costs \$76,000
Rodent and Pest Control \$2,980

4. What is the intent of the terms and language of the Settlement Agreement?

The intent is for the City of Chico (“City”) to comply with the *Martin v. City of Boise* case, thereby allowing the City to enforce its ordinances regarding the prohibition of sitting, lying, or sleeping outside at certain times or in certain locations.

5. What is the timeline for enforcement of the terms in the Settlement Agreement?

The City, or any of its contractors or agents may admit occupants to the Chico Emergency Non-Congregate Housing Site (“Housing Site”) once it meets all the requirements of Paragraphs 4, 5, and 6 of the Settlement Agreement relating to construction, maintenance, and operation of the Housing Site.

6. What are the 3 potential additional camping sites the City *may* list should someone not be accepted to go into the pallet shelter location?

The Settlement Agreement states that O&E staff must determine whether shelter space is appropriate for a homeless person. O&E staff have the proper training to conduct such assessments and, if the City does not agree with a particular conclusion regarding suitability of space for a particular homeless person, it may challenge that determination pursuant to the dispute resolution provisions in Paragraph 16 of the Settlement Agreement. The purpose of giving the City the flexibility to identify 3 properties a homeless person may relocate to in the event no shelter space is deemed suitable by O&E staff is to ensure the City is able to clean up the property where such a person would otherwise live. Please note that Paragraph 10 of the Settlement Agreement says the City “*may*” provide a list of 3 properties, **which means that providing such a list is optional**, depending on what the City chooses to do. If the City does provide such a list, the properties can be any public property that is near food and transportation services. The City is not obligated to designate 3 public properties that will be used for such purpose

indefinitely, or at all. Rather, this provision provides the City with flexibility and, if the City so decides, it could modify its list of 3 properties anytime, so long as the locations are near food and transportation services.

7. Explain how the coordination of the notifications will work.

The Settlement Agreement requires that 7-days' notice to be given to Plaintiffs' counsel prior to enforcement, 7-days' notice to be given to homeless persons at the encampment to be enforced upon, and a 72-hour notice to any homeless persons who refuse to leave the encampment after going through the O&E process. The City Attorney's Office will give two notices to Plaintiffs' counsel (5-days regarding opening Housing Site and 7-days regarding enforcement), O&E staff will give notice to homeless persons (7-days) and the Chico Police Department, in coordination with the City Attorney's Office, will give 72-hour notice to any remaining homeless persons. If the individual fails to relocate after 72-hour notice, he/she may be issued a citation and/or arrested for violation of the City's ordinances described in the Illegal Encampment Notification. The City Attorney's Office will work collaboratively on the preparation of all notices with the Chico Police Department and O&E staff.

8. What is the “spirit of the law” in relation to the issues involved in the Settlement Agreement?

In the *Martin* case, the court ruled that the U.S. Const. Eighth Amendment's prohibition on cruel and unusual punishment bars a city from prosecuting people criminally for sleeping outside on public property when those people have no home or other shelter to go to. The law also protects the due process rights individuals have for the removal of unauthorized encampments on public property. A city must provide a minimum of 72-hour notice to camp residents prior to clearing encampments, as decided in *Lavan v. City of Los Angeles*.

9. What are the public restroom availability and rules throughout the City?

The Settlement Agreement requires the City to keep public restrooms (i.e., City facilities) open pursuant to its hours and operations policies. If the City's facilities (e.g., restrooms) at the ice rink are seasonally fenced off pursuant to an operating agreement with the ice rink vendor for paying patrons, the requirement described above does not apply. Per City inspection, maintenance and repair policies, City facilities, including restrooms and drinking fountains, may be temporarily closed, and fenced off for inspection, maintenance and/or repairs.

10. How can the City discuss the *Warren* case in closed session pursuant to the Brown Act as pending litigation, when the case has settled and pursuant to the Settlement, the lawsuit against the City has been dismissed?

Confidential, attorney-client privileged advice of the City Attorney may be presented to the City Council in closed session, including updates on the implementation of the *Warren Settlement*, dispute resolution strategy development, or to consider alternatives for resolution of any disputes arising from the implementation of the Settlement agreement -- whether Settlement discussions are ongoing or not, when there exists a threat of, or pending, litigation. Litigation is pending when a point has been reached where, in the opinion of the City Council on the advice of its City Attorney, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency. (Gov. Code § 54956.9)

The *Warren Settlement* requires the parties to meet and confer when any dispute arises regarding the implementation of the settlement agreement and to conference with U.S. Eastern District Court Magistrate Judge Newman, who shall have jurisdiction over the settlement agreement for five (5) years, to resolve any such dispute.

The Settlement contains many prospective features regarding its implementation. To date, disputes have arisen between the parties, and per the terms of the Settlement agreement, the parties have met and conferred about them and conferred with U.S. Eastern District Court Magistrate Judge Newman to resolve them. As the Settlement is implemented, it is expected that this dispute resolution process will be ongoing.

11. How will the *Warren Settlement Agreement* allow the City to enforce the ordinances it has been prevented from enforcing?

Per the Settlement, the Chico Police Department may enforce the ordinances once the processes in answer number seven have been followed.