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July 15, 2024

VIA EMAIL

Cory Turner
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Re: Warren, et al. v. City of Chico, et al. | USDC Case #: 2:21-cv-00640-MCE-DMC
Pause of Dispute Resolution Process Under Settlement Agreement and Post-*Grants Pass* Matters

Dear Mr. Turner:

This letter confirms the details of our telephone conversation this morning on July 15, 2024. Per our call, I informed Legal Services of Northern California (“LSNC”) that the City of Chico (“City”) is currently pausing its negotiations with respect to the draft Implementation Agreement under the *Warren v. Chico* Settlement Agreement (“Settlement Agreement”) in light of the *Johnson v. City of Grants Pass* (“*Grants Pass*”) decision. In addition, I also informed LSNC that the Settlement Agreement has been unworkable for the City in the same ways countless other cities in the Ninth Circuit have experienced following the *Boise v. Martin* decision and its progeny (“*Martin*”), which have significantly restrained the City’s ability to timely address public health and safety issues on public property. The Settlement Agreement’s underlying legal foundation is based on *Martin*, which was resoundingly rejected by the Supreme Court in the *Grants Pass* decision.

To more effectively protect the public’s health, safety, and peaceful enjoyment of adjoining private properties, the City must be able to employ a multi-faceted approach in addressing the homeless issue and be further able to exercise reasonable discretion to respond to these public health and safety issues. However, the Settlement Agreement’s procedures prevent the City from responding quickly to protect those living in the encampments and the greater community at large while allowing homeless encampments to unsafely relocate in nearby locations—a process that repeats over and over without addressing the underlying issues.

For the above reasons, the City proposed that the parties enter into a new agreement that would supersede the Settlement Agreement with the following commitments from the City:

1. City agrees to continue funding and operating the Pallet Shelter (subject to responsible site rules and regulations as determined by the City) through at least the end of the Settlement Agreement term, at which time the sitting City Council may determine (with public input) the future of the Pallet Shelter.
2. City agrees to provide for one (1) alternate site at a location of the City’s choosing

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(subject to reasonable site rules and regulations as determined by the City) until at least the end of the 2024 calendar year.

3. All City pre-enforcement and enforcement of Anti-Camping Ordinances and Regulations shall be consistent with local, state, and federal laws including the recent *Grants Pass* decision.

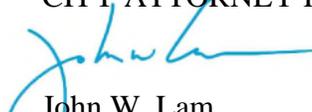
The terms of the new agreement are consistent with the City's desire for a multi-faceted approach to addressing homelessness by committing to preserve the City-operated shelter sites while eliminating the overly burdensome *Martin* considerations that have been rejected by the Supreme Court. I respectfully request that LSNC provide a response to me by 5:00 p.m. on Tuesday, July 16, 2024. If LSNC does not accept the City's offer to enter into a new agreement, the City will have no other choice but to seek judicial relief pursuant to Rule 60 of the Federal Rules of Civil Procedure.

Lastly, per our call, I will also notify Judge Delaney of the City's decision to pause the dispute resolution process while the City seeks judicial relief outside the Settlement Agreement.

Thank you for your attention to this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

ALVAREZ-GLASMAN & COLVIN
CITY ATTORNEY FOR THE CITY OF CHICO



John W. Lam
City Attorney

cc: Mark Sorensen, City Manager, City of Chico
Kate Wardrip, Managing Attorney, Legal Services of Northern California
Matthew Bowen, Attorney, Legal Services of Northern California