Cas	e 2:20-cv-02291-DOC-KES	Document 863 #:23733	Filed 02/20/25	Page 1 of 20	Page ID
1 2 3 4 5 6 7 8	UMHOFER, MITCHELL Matthew Donald Umhofer Elizabeth A. Mitchell (SBN 767 S. Alameda St., Suite 2 Los Angeles, California 90 Telephone: (213) 394-7979 Facsimile: (213) 529-1027 mumhofer@umklaw.com emitchell@umklaw.com <i>Attorneys for Plaintiffs</i>	& KING LLP (SBN 206607) N 251139) 221 017 )	DISTRICT CO	URT	
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11	LA ALLIANCE FOR HU	JMAN	Case No. 2:20-	CV-02291-DC	OC-KES
12	RIGHTS, et al.,		Assigned to Jud	dge David O. (	Carter
13	Plaintiffs,				_
14	v. CITY OF LOS ANGELI	S et al	MOTION FO SETTLEMEN COMPLIANC	IT AGREEM	E ENT
15		<i>1</i> 5, <i>ci ui</i> .,			
16	Defendants.		Before: Hon. I Courtroom: 10		r
17			Hearing Date: Hearing Time:	March 24, 202 8:30 a.m.	25
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# TO THE COURT, ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

PLEASE TAKE NOTICE on the above date and time Plaintiffs will and hereby
do move for an order compelling specific performance by the City of Los Angeles.
This motion is set for hearing on March 24, 2025, at 8:30 a.m. before the Honorable
David O. Carter in the United States District Court, Central District of California,
Western Division, located at 411 West Fourth Street, Courtroom 10A, Santa Ana CA
92701-4516.

The motion is made following the conference of counsel that took place on December 12, 2024 with the parties and Special Master Michele Martinez. This motion is based on this Notice, the accompanying Memorandum of Points and Authorities, the Declaration of Elizabeth A. Mitchell and exhibits attached thereto, the pleadings and records on file in this action, and any further oral or written documentation that may be provided to the Court as necessary or requested.

Dated: February 20, 2025

Respectfully submitted,

<u>/s/ Elizabeth A. Mitchell</u> UMHOFER, MITCHELL & KING, LLP Matthew Donald Umhofer Elizabeth A. Mitchell Attorneys for Plaintiffs

PLAINTIFF LA ALLIANCE 'S SECOND MOTION FOR ORDER RE SETTLEMENT AGREEMENT COMPLIANCE

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1	TABLE OF AUTHORITIES			
2	OTHER AUTHORITIES PAGE(S)			
3	BallotPedia, Los Angeles County, California, Measure A, Sales Tax Measure (November 2024),			
4	https://ballotpedia.org/Los_Angeles_County,_California,_Measure_A,_Sales_Tax_ Measure_(November_2024)			
5				
6	City of Los Angeles, Sanitation, Livability, <u>https://sanitation.lacity.gov/livability</u> (last visited Feb. 19, 2025)			
7	LA City Controller, <u>https://homelessdashboard.lacontroller.app/InsideSafe</u> , (last visited Feb. 19, 2025)			
8	Zhiyun Li & William Yu, Economic Impact of the Los Angeles Wildfires, UCLA			
9	Anderson School of Management, <u>https://www.anderson.ucla.edu/about/centers/ucla-anderson-forecast/economic-impact-los-angeles-wildfires</u> (last visited Feb. 18, 2025)			
10				
11 12	U.S. Census Bureau, QuickFacts: Los Angeles city, California, <u>https://www.census.gov/quickfacts/fact/table/losangelescitycalifornia/LFE046223</u> , (last visited Feb. 19, 2025)			
13	Videotape: Housing and Homelessness Committee Meeting, Timestamp 01:16:00– 1:26:41, Jan. 29, 2025 ("Jan. 29, 2025 Hearing"), https://www.youtube.com/watch?v=Z-3UbkR03_Y			
14	$\frac{https://www.youtube.com/watch?v=Z-3UbkR03_Y}{2.025}$			
15	Videotape: Housing and Homelessness Committee Meeting, Timestamp 1:31:27– 1:43:00, Feb. 12, 2025 ("Feb. 12, 2025 Hearing"), <u>https://www.youtube.com/watch?v=ugCrbD6R2AY</u>			
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	PLAINTIFF LA ALLIANCE'S SECOND MOTION FOR ORDER RE SETTLEMENT AGREEMENT COMPLIANCE AND SANCTIONS			

## I. INTRODUCTION

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Following fires that have forced thousands more Angelenos into homelessness and exacerbated an already urgent housing shortage, the people of Los Angeles need City leadership to meet its commitments to people suffering on the streets and all those affected by the homelessness crisis. Instead, the City's leadership is openly violating commitments on homelessness it made to this Court and the City.

More than halfway through the five-year term of the Settlement Agreement, the City is failing at nearly every one of its obligations. It has not met its milestones and deadlines for bed creation a single time—and cannot demonstrate it has used its "best efforts" to do so. It has no plan for the additional 3,800+ beds that must be created under this agreement in the next two years—and has not budgeted adequately for the operation of existing beds. It is failing to properly report "encampment engagement, cleaning, and reduction," misleadingly reporting basic sanitation activities instead. The City is not executing the terms of the Settlement Agreement as designed, and the result on the street is painfully obvious: death and destruction continues city-wide. The tide of human tragedy continues to grow.

The LA Alliance requests that the Court declare the City in violation of the Settlement Agreement, and set a date certain for the City to meet its shelter and encampment reduction commitments under the Settlement Agreement or undergo serious consequences.

II. STATEMENT OF FACTS

## A. Terms of the Settlement Agreement

The City and Plaintiffs entered into a Settlement Agreement on May 24, 2022 which was subsequently approved by the Court. (Declaration of Elizabeth A. Mitchell ("Mitchell Decl.") ¶ 2, Ex. A, Am. Stipulated Order re Dismissal at Ex. 1, Settlement Agreement (hereinafter "Settlement Agreement") 4:6-10, ECF No. 429-1; Ex. B, Order Approving Settlement, ECF No. 445.) Pursuant to the Settlement Agreement, the City

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## PLAINTIFF LA ALLIANCE'S SECOND MOTION FOR ORDER RE SETTLEMENT AGREEMENT COMPLIANCE AND SANCTIONS

had an obligation to develop a plan and establish milestones and deadlines for the
 following:

Shelter & Housing (District Level) – Creating shelter and housing for at least
60% of unsheltered persons experiencing homelessness (PEH) in each Council
District.

**Encampment Resolution (District Level)** – Implementing a strategy for encampment engagement, cleaning, and reduction in each Council District.

Shelter & Housing (Citywide) – Providing shelter and housing for at least 60%of unsheltered PEH across the entire city.

**Encampment Resolution (Citywide)** – Establishing a citywide plan for encampment engagement, cleaning, and reduction.

12 (Settlement Agreement § 5.2 at 8:11–19.)

Section 5.2 also requires that the City "provide the plans, milestones and deadlines to Plaintiffs," at which point "the City and Plaintiffs" would "work together in good faith to resolve any concerns or disputes about the plans, milestones, and deadlines" and "consult with the Court for resolution, if necessary." (Settlement Agreement § 8:19–23.). Finally, the Settlement Agreement requires the City to "promptly employ its best efforts to comply with established plans, milestones, and deadlines." (Settlement Agreement § 5.2 at 8:24–25.)

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# B. The City Failed to Produce Appropriate Plans, Milestones, and Deadlines under Section 5.2.

Despite the City's obligations under the Settlement Agreement, it has yet to provide a clear, structured framework for how it intends to move forward to meet its obligations. On November 11, 2022, the City provided Plaintiffs with two separate documents titled, "LA Alliance Milestones Potential Project List" and "LA Alliance Milestones." (Mitchell Decl. ¶ 3, Exs. C & D.) The Potential Project List is a chart that lists the following information: council district, intervention type, project type, address/location, ready for occupancy date, status, total units, and PSH/interim units.

1 (Ex. C.) The Milestones is a chart that sets forth numbers and dates by which beds would be created under the Settlement Agreement.<sup>1</sup> (Ex. D.) Importantly, the 2 3 Potential Project List did not provide the plan for all 12,915 (or even 12,904) beds, 4 limiting its plan to only 10,450 beds. It was understood that some of the potential 5 projects would not come to fruition, and the City would be adding additional projects 6 in due course while others fell away. (Mitchell Decl. ¶ 4.) In its November 11, 2022 7 email, the City made no effort to provide plans, milestones, and deadlines for encampments in each Council District or Citywide pursuant to 5.2(ii) and 5.2(iv). 8

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## The City's Multiple Violations of the Agreement

Almost one year after the Potential Project List and Milestones were submitted, on October 3, 2023, and several intervening meetings about this issue, the City provided an "Encampment Engagement, Cleaning, and Resolution," which was purported to be the plan for encampments that the City was obligated to provide under Section 5.2, but it did not include any proposed deadlines and milestones. (Mitchell Decl. ¶ 6, Ex. E.) Only after several more meetings, including with Special Master Michele Martinez and District Court Judge Andre Birotte, and upon information that the Alliance would be filing a motion for sanctions, did the City finally identify and then ratify its plan for 9,800 encampment resolutions within a four-year period.

Over the last two-and-a-half years the City has provided quarterly updates on its progress in meeting its obligations under the settlement including, starting the first quarter of 2024, its progress on encampment reduction (though nothing for encampment engagement or cleaning). By its own account, the City has yet to meet any of the City-wide milestones by the deadlines it agreed to. In fact, the City has continued to fall alarmingly behind in meeting its milestones without explanation or demonstration of "best efforts." Simultaneously, reports provided in City Council, as well as at the Budget and Finance and Housing and Homelessness Committees,

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<sup>&</sup>lt;sup>1</sup> The Milestones identifies a target of 12,904 beds. This number was subsequently amended by the City of Los Angeles to 12,915.

1	demonstrate that the City is facing clear financial peril, without ways to sustain its		
2	excessive spending. (Mitchell Decl. ¶ 7.) One of the most draining items on the City		
3	budget over the last two years was the exorbitant cost of the mayor's "Inside Safe"		
4	projects which, in Fiscal Year 2023-2024, only placed 1,668 people inside, with a		
5	budget of \$250 million, at a whopping \$149,880 spend per person. (Mitchell Decl. $\P$ 8,		
6	Ex. F, Report, Office of the City Administrative Officer at 24, 28, Dec. 26, 2024). The		
7	total cost of the Inside Safe program from inception to November 30, 2024 was		
8	\$342,797,134 with a total of 3,782 interim placements (which "may include		
9	duplicates" per the CAO report), for an average of \$90,636.11 spent per person. <sup>2</sup> For		
10	reference, the median per capita income in LA City from 2019 to 2023, in 2023		
11	dollars, was \$46,270—The City is spending 196% of the median per capita income per		
12	person with the Inside Safe program. <sup>3</sup>		
13	On August 16, 2024, the Alliance served on the City a letter enumerating the		
14	City's breaches of the Settlement Agreement, including the following issues:		
15	• The City was behind in bed production by 1,933 beds, or 32%.		
16	• The City reported only 8,663 beds open or in process, leaving no plan for		
17	4,252 beds.		
18	• The City's refusal to provide locations of encampment resolutions supported		
19	the Alliance's continuing concerns that the City was inappropriately		
20	counting sanitation actions as "resolutions."		
21	(Mitchell Decl. ¶ 9, Ex. G, Letter from E. Mitchell to A. Hoang and J. Mariani, Aug.		
22	16, 2024.)		
23	These three issues were thereafter raised in court. At a hearing in this court on		
24	August 29, 2024, City Administrative Officer Matt Szabo presented a proposed		
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26	<sup>2</sup> <i>Id.</i> ; LA City Controller, <u>https://homelessdashboard.lacontroller.app/InsideSafe</u> ,		
27	(last visited Feb. 19, 2025).		
28	<sup>3</sup> U.S. Census Bureau, QuickFacts: Los Angeles city, California, https://www.census.gov/quickfacts/fact/table/losangelescitycalifornia/LFE046223, (last visited Feb. 19, 2025).		
	4 PLAINTIFF LA ALLIANCE'S SECOND MOTION FOR ORDER RE SETTLEMENT		
	AGREEMENT COMPLIANCE		

modified bed plan which included "migrat[ing]" 2,500 Roadmap<sup>4</sup> beds to the Alliance 1 2 Agreement. (Minute Order, Aug. 30, 2024, ECF No. 765; Hr'g Tr. 81:21–25, Aug. 29, 3 2024, ECF No. 768.) According to Mr. Szabo, because the County funding under the 4 Roadmap Agreement ended in July, 2024, the City would be unable to both maintain 5 all Roadmap beds and provide new beds for the Alliance Agreement. (Hr'g Tr., Aug. 6 29, 2024, ECF No. 768.).

On September 4, 2024, the Alliance filed a Motion for Order re Settlement Agreement Compliance regarding the Encampment Resolution reporting. (ECF No. 767.)

10 On September 12, 2024, the City filed its new plan which included these 2,500 Roadmap Agreement beds. (ECF No. 775.) The fundamental problem with the City's 11 12 proposed plan is that it sought to violate (or modify) section 3.1 of the Settlement 13 Agreement which required the City to "create" housing or shelter solutions (not borrow, or re-use ones which were already in existence such as Roadmap beds). 14 15 Furthermore the City previously represented to the parties and this Court that the Settlement Agreement beds would be "in addition to the beds being built pursuant to 16 17 the [Roadmap] MOU.... There will be no double-counting of beds between this 18 Settlement Agreement and the [Roadmap] MOU." (City Reply to Objections to Its 19 Settlement Agreement 10:7–10, June 3, 2022, ECF No. 438.)

20 On October 4, 2024, the Alliance filed its response to the City's proposed bed plan, not taking a position on the plan but instead requesting that the County explain 22 why it would discontinue funding or otherwise for the Court to hold an evidentiary 23 hearing on the issue. (Pl.'s Position Concerning Proposed City Bed Plan, Oct. 4, 2024, 24 ECF No. 785.)

On October 16, 2024, the Court held a hearing regarding the parties' positions on the bed plan, at which the Alliance's counsel presented in stark numbers the

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<sup>&</sup>lt;sup>4</sup> "Roadmap" beds refer to the agreement between the City and County to jointly fund 6,700 interim shelter beds. (*See* MOU, Oct. 12, 2020, ECF No. 185-1.)

problem with the presented plan: namely that it would reduce the overall intended 1 2 production of beds from 19,615 beds down to 17,115 which violates both the terms 3 and the spirit of the Settlement Agreement, and is the opposite of what has been 4 previously represented by the City. (Hr'g Tr. 11:14–22, Oct. 16, 2014, ECF 791.) The Court then set an evidentiary hearing for October 25, 2024. (Order, Oct. 18, 2024, ECF 5 6 No. 795.) Before the evidentiary hearing could commence, the City unilaterally 7 withdrew its proposed bed plan, stating it would "present other possible solutions to ensure the timely compliance with the City's Agreement with the LA Alliance." (Hr'g 8 9 Tr. 5:12–15, Oct. 25, 2024, ECF No. 808.) Months have passed, and the City has 10 presented no other solutions.

On Tuesday, November 5, 2024, the voters of LA County approved Measure A which replaced Measure H, increasing sales tax from .25% to .5% specifically to fund homelessness solutions.<sup>5</sup> The Alliance anticipated that after such a drastic increase in receipt of money to fund homelessness solutions by the County that a new agreement to continue funding Roadmap beds between the County and the City would be forthcoming. None did.

On November 26, 2024, the Alliance sent another letter to the City regarding its violations of the Settlement Agreement, specifically identifying:

- A continued production gap in beds of approximately 30%;
- No new bed plan, nor any assurance that said beds would be *in addition to* the Roadmap Beds despite passage of two major voter initiatives providing hundreds of millions of homelessness-related dollars to the City and County within two years; and
- Improper counting of CARE/CARE+ clean-ups as "encampment reductions."
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 <sup>&</sup>lt;sup>5</sup> BallotPedia, Los Angeles County, California, Measure A, Sales Tax Measure (November 2024),
 <u>https://ballotpedia.org/Los\_Angeles\_County, California, Measure A, Sales\_Tax\_Measure</u> (November 2024).

<sup>6</sup> PLAINTIFF LA ALLIANCE 'S SECOND MOTION FOR ORDER RE SETTLEMENT AGREEMENT COMPLIANCE

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(Mitchell Decl. ¶ 10, Ex. H, Letter from E. Mitchell to J. Mariani and A. Hoang, Oct.
26, 2024.) On December 12, 2024, counsel for the City, counsel for LA Alliance, and
Special Master Martinez met and conferred about these issues without reaching a
resolution. Specifically, the City's counsel stated they could not "get ahead" of the
elected officials, and no such new bed plan, approved by the elected body, was in
place. No reason was given for the delay in bed production other than vague
references to delays being common in housing production. (Mitchell Decl. ¶ 11.)

On January 7, 2025, the City of LA suffered a set of devastating wildfires, centered largely in the Pacific Palisades and Altadena areas. (Mitchell Decl. ¶ 13.) Beyond the tragic loss of life and property, the aftermath of the wildfires threatens billions of dollars in economic damage to the Los Angeles area, including from reduced GDP and wage loss, with the potential for the City and County to suffer not only the loss of associated tax revenue, but also hundreds of millions of dollars in outof-pocket costs.<sup>6</sup>

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The City of Los Angeles is facing a financial cliff of its own creation. Reports in the Housing and Homelessness Committee are dire: the City has not planned sufficiently to pay for its existing properties, much less account for the additional 3,800 new beds it must create to satisfy the Settlement Agreement.<sup>7</sup> Without building any new beds, the City faces a cost of \$302 million to maintain its current properties, with funding availability of only \$220 million:

Matthew Szabo (01:18:16): For next [fiscal] year, we have a larger problem, again, in large part because we are going to the full \$89 and \$116 a night bed rate, and we will not have the \$60 million available

- https://www.anderson.ucla.edu/about/centers/ucla-anderson-forecast/economic-impactlos-angeles-wildfires (last visited Feb. 18, 2025).
- <sup>7</sup> See generally Videotape: Housing and Homelessness Committee Meeting,
   Timestamp 01:16:00–1:26:41, Jan. 29, 2025 ("Jan. 29, 2025 Hearing"),
   <u>https://www.youtube.com/watch?v=Z-3UbkR03\_Y</u>.

PLAINTIFF LA ALLIANCE'S SECOND MOTION FOR ORDER RE SETTLEMENT AGREEMENT COMPLIANCE

 <sup>&</sup>lt;sup>6</sup> Zhiyun Li & William Yu, *Economic Impact of the Los Angeles Wildfires*, UCLA Anderson School of Management,
 https://www.anderson.ucla.edu/about/centers/ucla-anderson-forecast/economic-impact

from the county roadmap funding. So we are projecting, and I do need to say for when we're when we're talking about our total costs, obviously, no decisions have been made about what new housing will be funded in 25-26, this number represents just keeping open what we will have open by the end of the year. So this would include units that are in progress. There's 500 state funded tiny homes that are in progress. If we assume that we build everything that is funded and in progress, and keep it open through 25-26 we will have an obligation for interim housing of \$302 million and we have including, including our state HAP dollars, and importantly, what we project we will be getting as far as a local return, or local solutions from Measure A, an availability of \$220 million

**Chair Raman** (01:19:32) just clarifying that this doesn't include the cost of new beds that we will have to bring online as part of the Alliance settlement.<sup>8</sup>

There are far more economical means by which to pay for these beds but the City has consistently chosen the most expensive path, including focusing largely on expensive permanent housing and Inside Safe programs. The City has identified Inside Safe properties it intends to make "Alliance-Compliant" (meaning it would be open and occupied through June 30, 2027), which would allow the City to receive reimbursement for approximately \$43 million of its supportive services by the County through the Alliance settlement agreements, but still intends to maintain 790 Inside Safe beds at significant expense.<sup>9</sup> Unfortunately, even with the transition of Inside Safe beds to be Alliance-compliant, the City still shows a monetary shortfall of

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<sup>&</sup>lt;sup>8</sup> Id.

 <sup>&</sup>lt;sup>9</sup> *Id.* at Timestamp 1:20:00–1:21:00; Videotape: Housing and Homelessness
 Committee Meeting, Timestamp 1:31:27–1:43:00, Feb. 12, 2025 ("Feb. 12, 2025 Hearing"), <u>https://www.youtube.com/watch?v=ugCrbD6R2AY</u>.

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approximately \$40 million just to maintain its current properties without adding a
single new bed as required in fiscal year 25-26. *Id.* And, as discussed further *infra*,
the City currently has no plan for the remaining 3,894 beds needed to comply with the
agreement. Feb. 12, 2025 Hearing, Timestamp 1:56:00–1:58:00; *but see* (City
Quarterly Status Report Ex. A, Intervention Data, Jan. 22, 2025, ECF No. 858-01,
identifying plans for 9,093 beds open and in process, leaving 3,822 without a plan.)

Moreover, instead of the County <u>increasing</u> its contribution to the City of LA's homelessness projects by, *inter alia*, resuming its commitment to fund the City's Roadmap beds, the County appears to be <u>decreasing</u> its contribution to the City by \$10 million for Fiscal Year 2025-2026. Jan. 29, 2025 Hearing, Timestamp 1:46:00–1:50:00; *see also* Feb. 12, 2025 Hearing, Timestamp 42:00–45:00 ("**Blumenfield:** But the goal was, prior to Measure A passing, everyone say, we do Measure A we'll be able to get the county to step up and pay for more of the services. I don't even see how they're going to pay for the existing services that we're getting if we're getting less absolute dollars, and the value of those dollars is extremely less, because the cost of labor has gone up, so now they have less absolute dollars, and they have much less spending power. And all the time we were talking about actually getting them to step up and meet their responsibility and fund more of our services. Is there a prayer that they're going to do that?").

There are cost-effective ways for the City to comply with the terms of the settlement without bankrupting itself—for example, pivoting many current permanent housing projects into low-cost and quick interim shelter, operating Inside Safe projects as multi-units, contracting with shared housing providers, and making all Inside Safe projects Alliance-compliant to shift the costs of supportive services to the County. But these things require immediate and drastic changes to current operations to come into compliance.

PLAINTIFF LA ALLIANCE 'S SECOND MOTION FOR ORDER RE SETTLEMENT AGREEMENT COMPLIANCE

## III. THE CITY CONTINUES TO BE IN VIOLATION OF THE SETTLEMENT AGREEMENT

## A. No Bed Plan Has Been Provided To Date

The City committed to 12,915 shelter beds but no plan for the creation of all those beds has been provided to date. It is missing either 3,822 (according to its latest report to the court) or 3,894 (according to reports from the CAO's office), and has no way to pay for these beds, particularly after the extreme challenges caused by the January wildfires. Special Master Martinez identified this significant funding gap in the Independent Monitoring Report Year One, filed on February 29, 2024:

As of September 30, 2023, the City has made significant strides in opening 2,347 beds or units. This accomplishment is commendable, but there is still much work ahead. Currently, the City has 6,108 beds or units in the pipeline, expected to be operational after 2027. This indicates that the City's journey towards reaching its target number of beds or units is not yet complete, with a current gap of 4,460.

The magnitude of this gap should not be underestimated, particularly in light of a recent presentation by the City's CAO, Matt Szabo, on February 21, 2024. During the presentation, it was revealed that **the City is projected to face budget deficits, especially in the fiscal years 2025-2026. These deficits pose a potential threat to the sustainability of interim housing programs, which could have an impact on the binding settlement agreement**. Therefore, it is crucial for the City to inform all involved parties and the Court about the current funding gaps and carefully consider the potential consequences for its obligations under the binding settlement agreement, both in the current reporting period and beyond. Furthermore, it is essential to assess how **these funding gaps, in conjunction with the funds allocated for the** 

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PLAINTIFF LA ALLIANCE 'S SECOND MOTION FOR ORDER RE SETTLEMENT AGREEMENT COMPLIANCE

Inside Safe Program, will affect the City's ability to fulfill its binding commitments. The City has a responsibility under the agreement to open and operate the 6,108 units currently in progress, as well as securing funding for the 4,460 beds or units that currently lack financial support. Given these challenges, it is imperative for the City to take proactive measures to bridge the funding gap and ensure the successful implementation of the agreed-upon beds or units.

(Independent Monitoring Report Year One (1) at 7, Feb. 29, 2024, ECF No. 674 (emphasis added).)

Moreover, the Alliance is deeply concerned that beyond not having any plan for meetings its obligation under the Settlement Agreement, the City will start closing Roadmap beds despite its assurance to the Court and the parties during the Settlement Agreement hearings and associated briefing that the Alliance beds would be in addition to the Roadmap beds.

## **B.** Milestones and Deadlines For Beds Have Not Been Met

The City is likewise far behind its milestones for bed production. By the second quarter of fiscal year 24-25 (i.e. December, 2024), the City should have had 6,714 beds built, obtained, or otherwise "created." (Mitchell Decl. ¶ 14, Ex. D.) However, only 4,815 beds have been created, a shortfall of 1,899 or nearly 30%. (City Quarterly Status Report, Ex. A, Quarterly Report at 5, Jan. 22, 2025, ECF No. 858-01.) This is not an anomaly; the City has been consistently behind at every single reporting period:

January 17, 2023: The City reported 721 beds created, short of its target of 1,622 (56% shortfall). (City Quarterly Status Report, Ex. A, Quarterly Report at 7, Jan. 17, 2023, ECF No. 516-1.)

April 21, 2023: The City reported 935 beds built out of a target of 2,482 (62% shortfall). (City Quarterly Status Report, Ex. A, Quarterly Report at 7, Apr. 21, 2023, ECF No. 539-1.)

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1	• July 17, 2023: The City reported only 1,748 beds built with a target of 3,700		
2	(53% shortfall). (City Quarterly Status Report, Ex. A, Quarterly Report at		
3	8, July 17, 2023, ECF No. 598-1.)		
4	• October 16, 2023: The City reported only 2,347 beds out of a target of 4,138		
5	(43% shortfall). (City Quarterly Status Report, Ex. A, Quarterly Report at		
6	8, Oct. 16, 2023, ECF No. 652-01.)		
7	• January 16, 2024: The City reported only 2,810 beds out of a target of 5,190		
8	(46% shortfall). (City Quarterly Status Report, Ex. A, Quarterly Report at		
9	8, Jan. 16, 2024, ECF No. 660-01.)		
10	• April 15, 2024: The City reported only 3,018 beds out of a target of 5,688		
11	(47% shortfall). (City Quarterly Status Report, Ex. A, Quarterly Report at		
12	8, Apr. 15, 2024, ECF No. 728-01.)		
13	• July 15, 2024: The City reported only 4,017 out of a target of 5,950 ( <b>32%</b>		
14	shortfall). (City Quarterly Status Report, Ex. A, Quarterly Report at 8, July		
15	15, 2024, ECF No. 757-01.)		
16	• October 18, 2024: The City reported 4,455 out of a target of 6,235 ( <b>29%</b>		
17	shortfall). (City Quarterly Status Report, Ex. A, Quarterly Report at 6, Oct.		
18	18, 2024, ECF No. 797-01.)		
19	The City's collective shoulder-shrug, citing run-of-the-mill delays in housing		
20	and shelter production, is unacceptable in light of the shocking statistic that six people		
21	die a day on the streets of Los Angeles. Plaintiffs brought this lawsuit to force the City		
22	to move with alacrity and treat this issue with extreme urgency. While the City's		
23	leadership has called for a FEMA-style response to the crisis, its conduct has a		
24	distinctly business-as-usual vibe. The City has not and cannot demonstrate that it has		
25	used "best efforts" to meet its milestones. And given the extreme financial challenges,		
26	Plaintiffs now question whether it can or will be able to do so without Court		
27	intervention.		
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#### C. **Encampment Reduction Numbers Have Also Not Been Met**

According to the City's proposed Encampment Resolution Milestones, the City should have recorded 4,175 by December 30, 2024. (Mitchell Decl. ¶ 12, Ex. I.) According to its report, filed January 22, 2025, it has met and exceeded those numbers, recording 4,705 "resolutions." However, through discussions with the City over the last six months, in addition to presentations made in the Homelessness and Housing Committee,<sup>10</sup> it has become clear that the City is counting CARE and CARE+ cleanups as "resolutions" or, in the terms of the Settlement Agreement, "reductions." But these are not "reductions," they are "cleanings" that do not qualify as reductions under the Settlement Agreement.<sup>11</sup>

The Settlement Agreement requires the City to "promptly employ its best efforts" to comply with established plans, milestones, and deadlines" for "encampment engagement, cleaning, and reduction" in each Council District and Citywide. (Mitchell Decl. Ex. A, Settlement Agreement § 5.2 at 8:11–25.)

The Sanitation Department of the City of Los Angeles describes CARE/CARE+ 15 16 Teams:

25 <sup>11</sup> Plaintiff LA Alliance has a pending motion addressing the City's encampment reduction reporting. (*See* Pls.' Mot. for Order re Settlement Agreement Compliance, Sept. 4, 2024, ECF No. 767 and subsequent pleadings and hearings thereon.) In that 26 motion, LA Alliance requested that the City report locations of alleged reductions to verify accuracy of the City's claims. The greater concern was that the City was counting regularly scheduled sanitation clean-ups as "reductions." The City has since 27 28

admitted this is so. 13

<sup>&</sup>lt;sup>10</sup> February 12, 2025 Hearing: "Raman: [Exhibit B] is reported as encampment resolution. It's data taken from CARE and CARE Plus operations, right? Falcone [CAO's office]: Yes, the data comes from LA sanitation. And there is also data from LA DOT from the vehicles that are removed from public right of way. (Feb. 12, 2025) 24 Hearing, Timestamp 1:59:56–2:00:12.)

Ca	se 2:20-cv-02291-DOC-KES Document 863 Filed 02/20/25 Page 18 of 20 Page ID #:23750				
1 2 3 4 5 6 7 8 9	<ul> <li>CARE/CARE+ Teams</li> <li>On October 1, 2019, LASAN's LSD launched the Comprehensive Cleaning and Rapid Engagement (CARE/CARE+) program providing CARE and CARE+ teams for immediate, dedicated service deployed regionally to ensure the highest level of service. These teams conduct citywide encampment clean-ups along with trash, litter/debris, and health hazard and/or safety hazard removal on the City's public rights-of-way. The primary mission of the CARE and CARE+ teams is to deliver services to the individuals experiencing homelessness within their service areas.</li> <li>The CARE+ Teams are deployed across three main assignments:         <ul> <li>CARE/CARE+ service for A Bridge Home Special Enforcement Cleaning Zones (ABH SECZs)</li> <li>CARE+ service for Focused Service Zones (FSZ): Operation Healthy Streets Skid Row/Venice Beach (OHS), Downtown LA (DTLA), and Grand Ave/110 Fwy Corridor (Grand Ave)</li> </ul> </li> <li>CARE+ teams assigned to ABH SECZs provide full comprehensive cleanings including the identification, documentation, and removal of line-of-sight health and/or safety hazards, the removal of trash, litter, and debris, and the power washing of public rights-of-way to ensure fully sanitized areas for public safety. Additionally, the CARE teams assigned to ABH SECZs provide LA.M.C. 56.11 compliance, spot cleaning services, health hazard and/or safety hazard identification, documentation, and removal, trash, litter, and debris removal. The CARE teams provide day-to-day marked and/or safety hazard identification, documentation, and removal, trash, litter, and debris removal. The CARE teams provide day-to-day</li> </ul>				
10 11 12	maintenance to achieve safe and clean public rights-of-way. LSD also provides comprehensive teams dedicated to specific high-need regions that require consistent, recurring, and dedicated services. In addition to the existing OHS Skid Row and Venice areas, these Focused Service Zones (FSZ) include the Grand and Flower Avenue Corridor and Downtown LA where teams operate 5 days a week.				
12	City of Los Angeles, Sanitation, Livability, <u>https://sanitation.lacity.gov/livability</u> (last				
14	visited Feb. 19, 2025).				
15	LA Sanitation is not "reducing" or "resolving" encampments when it removes				
16	abandoned or unused tents, makeshift shelters, and vehicles from the public right-of-				
17	way—it is <i>cleaning</i> the public right-of-way, which is separately provided for in the				
18	agreement, and then people are largely moving back into the same location within				
19	minutes. The words "reduction" or "resolution" are not included a single time in the				
20	CARE/CARE+ description but variations of the word "clean" appear not only in the				
21	title, but also six (6) separate times in the description. The City has changed nothing				
22	about how CARE and CARE+ teams operate but instead is trying to fit the Settlement				
23	Agreement terms within current operations. But business-as-usual is not the deal				
24	Plaintiffs bargained for. What would count as encampment reductions would be Inside				

Safe or similar coordinated efforts to systematically engage with individuals living 25 outdoors, offer appropriate housing or shelter opportunities, and bring them inside 26 while removing unnecessary items from the street. Those are the numbers which 27

14 ND MOTION PLAIN TEMENT ALLIAN ORDER RE 'S AGREEMENT COMPLIANCE

should be reported—and which Plaintiffs suspect are far below the 4,175 required by 1 2 end of 2024.

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## The City is Violating Both the Letter and the Spirit of the Agreement.

The context of the Settlement Agreement provides useful insight into the manners in which the Settlement Agreement is being violated. The provisions of the Settlement Agreement, in conjunction with the City and Plaintiffs' agreements with the County, were designed to work together to provide a blueprint for achieving functional zero unsheltered homelessness in the City of Los Angeles. The express intention of both parties was for the City to rapidly increase the number of homeless beds across the spectrum of needs while systematically engaging unhoused individuals throughout the City to fill new beds as they are brought online. Thus thousands of new beds would go up, thousands of people would be brought inside, and thousands of encampments would go down, benefiting both the housed and unhoused communities and putting Los Angeles on a path to resolving this ever-expanding crisis.

In 2022, the change in leadership caused the City to shift its focus—from the LA Alliance blueprint to the Inside Safe program, which was done at high cost and without strong collaboration with, or monetary support from, the County. This mismanagement drained crucial City funds and caused non-elected City employees to scramble to try to fit the LA Alliance framework into existing programs to meet its legal obligations. This has resulted not only in delays bringing beds and housing online, but also a total mismatch in encampment resolution and reporting.<sup>12</sup>

22 The Settlement Agreement is not working as it was designed to by the parties, in 23 consultation with the Court, in 2021 and into early 2022. The milestones and 24 deadlines for bed production, established by the City of LA in late 2022, already provide timelines that are far too expanded; LA Alliance grudgingly accepted this slow 25

<sup>&</sup>lt;sup>12</sup> Some of this mismatch is likely due to the shift in the City leadership's focus: the City refused for over a year to provide the Alliance and the Court with any plan for encampment engagement, cleaning, and reduction, meaning none of the tracking systems had been put in place. The City is now playing catch-up. 27 28

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pace as long as it aligned with encampment engagement and reduction, allowing the two processes to work together in an orderly and functional manner. None of this is now happening. The City is at its best 30% behind in bed production, has no plan and no money to establish the nearly 4,000 new beds in the next two years it is required to under the agreement, and is claiming basic sanitation functions meets its "encampment engagement, cleaning, and reduction" obligations. The City is failing at every level of this Agreement.

## IV. CONCLUSION

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The City is full of well-intentioned actors; Plaintiffs do not suggest otherwise. But the lack of focus, mismanagement of funds, and improper counting and reporting is placing the City squarely in violation of its obligations under the Settlement Agreement. And based on the undisputed financial challenges facing the City in this and next fiscal year, the City will be unable to meet its obligations without stark and immediate changes.

The LA Alliance requests (i) a formal finding by the Court that the City is in violation of its obligations under the Settlement, (ii) that the Court set an immediate target by which the City must come into compliance, and (iii) the identification of clear consequences for non-compliance in the form of monetary and injunctive measures the Court deems proper.

20 21 Respectfully submitted, Dated: February 20, 2025 22 /s/ Elizabeth A. Mitchell UMHOFER, MITCHELL & KING, LLP 23 Matthew Donald Umhofer Elizabeth A. Mitchell 24 Attorneys for Plaintiffs 25 26 27 28 16 PLAINTIFF LA ALLIANCE'S SECOND MOTION FOR ORDER RE SETTLEMENT AGREEMENT COMPLIANCE

Ca	se 2:20-cv-02291-DOC-KES Document 8 ID #:23		
1	UMHOFER, MITCHELL & KING LLP	<b>)</b> 7\	
2	UMHOFER, MITCHELL & KING LLF Matthew Donald Umhofer (SBN 206607 Elizabeth A. Mitchell (SBN 251139) 767 S. Alameda St., Suite 221	()	
3	Los Angeles, California 9001/		
4 5	Telephone: (213) 394-7979 Facsimile: (213) 529-1027 mumhofer@umklaw.com emitchell@umklaw.com		
6	Attorneys for Plaintiffs		
7			
8	UNITED STAT	TES DISTRICT COURT	
9	CENTRAL DIST	TRICT OF CALIFORNIA	
10			
11	LA ALLIANCE FOR HUMAN RIGHTS, <i>et al.</i> ,	Case No. 2:20-CV-02291-DOC-KES	
12	Plaintiffs,	Assigned to Judge David O. Carter	
13	V.		
14	CITY OF LOS ANGELES, et al.,	DECLARATION OF ELIZABETH A. MITCHELL IN SUPPORT OF	
15		MOTION FOR ORDER RE SETTLEMENT AGREEMENT	
16 17	Defendants.	COMPLIANCE	
17		Before: Hon. David O. Carter Courtroom: 10A	
10		Hearing Date: March 24, 2025 Hearing Time: 8:30 a.m.	
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	DECLARATION OF ELIZABETH A MITCHELL ISO MOTION FOR ORDER RE SETTLEMENT AGREEMENT COMPLIANCE		

I, Elizabeth A. Mitchell, hereby declare as follows:

1. I am an attorney at the law firm of Umhofer, Mitchell & King LLP, and I represent Plaintiffs LA Alliance for Human Rights, Joseph Burk, George Frem, Wenzial Jarrell, Charles Malow, Karyn Pinsky, and Harry Tashdjian ("Plaintiffs") in this action. Except for those that are stated upon information and belief, I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. The City and Plaintiffs entered into a Settlement Agreement on May 24, 2022, which was subsequently approved by the Court. Attached hereto as **Exhibit A** is a true and correct copy of the Amended Stipulated Order re Dismissal Ex. 1, Settlement Agreement, May 24, 2022, ECF No. 429-1. Attached hereto as **Exhibit B** is a true and correct copy of the Order Approving Settlement, ECF No. 445.

3. On November 11, 2022, the City provided Plaintiffs with two separate documents titled, "LA Alliance Milestones Potential Project List" and "LA Alliance Milestones." The Potential Project List is a chart that lists the following information: council district, intervention type, project type, address/location, ready for occupancy date, status, total units, and PSH/interim units. Attached hereto as **Exhibit C** is a true and correct copy of the "LA Alliance Milestones Potential Project List." The Milestones is a chart that sets forth numbers and dates by which beds would be created under the Settlement Agreement. Attached hereto as **Exhibit D** is a true and correct copy of the "LA Alliance Milestones."

4. The Potential Project List did not provide the plan for all 12,915 (or even 12,904) beds, limiting its plan to only 10,450 beds. It was understood that some of the potential projects would not come to fruition, and the City would be adding additional projects in due course while others fell away.

5. In its November 11, 2022 email, the City made no effort to provide plans,
milestones, and deadlines for encampments in each Council District or Citywide
pursuant to 5.2(ii) and 5.2(iv).

## DECLARATION OF ELIZABETH A MITCHELL ISO MOTION FOR ORDER RE SETTLEMENT AGREEMENT COMPLIANCE

1 6. Almost one year after the Potential Project List and Milestones were 2 submitted, on October 3, 2023, and several intervening meetings about this issue, the City provided an "Encampment Engagement, Cleaning, and Resolution," which was 3 4 purported to be the plan for encampments that the City was obligated to provide under 5 Section 5.2, but it did not include any proposed deadlines and milestones. Attached 6 hereto as **Exhibit E** is a true and correct copy of the "LA Alliance Encampment 7 Engagement, Cleaning, and Resolution," Oct. 3, 2023.

7. One of the most draining items on the City budget over the last two years was the exorbitant cost of the mayor's "Inside Safe" projects which, in Fiscal Year 2023-2024, only placed 1,668 people inside, with a budget of \$250 million, at a whopping \$149,880 spend per person. Attached hereto as Exhibit F is a true and correct copy of the Report from the Office of the City Administrative Officer, dated Dec. 26, 2024.

13 8. On August 16, 2024, the Alliance served on the City a letter enumerating 14 the City's breaches of the Settlement Agreement, including the following issues:

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- The City was behind in bed production by 1,933 beds, or 32%.
- The City reported only 8,663 beds open or in process, leaving no plan for 4,252 beds.
- The City's refusal to provide locations of encampment resolutions supported the Alliance's continuing concerns that the City was inappropriately counting sanitation actions as "resolutions."

Attached hereto as **Exhibit G** is a true and correct copy of the letter from E. Mitchell 22 to A. Hoang and J. Mariani, dated Aug. 16, 2024.

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DECLARATION

9. On November 26, 2024, the Alliance sent another letter to the City regarding its violations of the Settlement Agreement, specifically identifying:

- A continued production gap in beds of approximately 30%;
- No new bed plan, nor any assurance that said beds would be *in addition to* the Roadmap Beds despite passage of two major voter initiatives providing

SETTLEMENT AGREEMENT COMPLIANCE

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Case 2:20-cv-02291-DOC-KES Document 863-1 Filed 02/20/25 Page 4 of 4 Page ID # 23756 hundreds of millions of homelessness-related dollars to the City and County 1 within two years; and 2 Improper counting of CARE/CARE+ clean-ups as "encampment 3 reductions." 4 5 Attached hereto as **Exhibit H** is a true and correct copy of the letter from E. Mitchell 6 to J. Mariani and A. Hoang, dated Oct. 26, 2024. 7 10. On December 12, 2024, counsel for the City, counsel for LA Alliance, and Special Master Martinez met and conferred about these issues without reaching a 8 9 resolution. Specifically, the City's counsel stated they could not "get ahead" of the 10 elected officials, and no such new bed plan, approved by the elected body, was in place. No reason was given for the delay in bed production other than vague references to 11 12 delays being common in housing production. 13 11. Attached hereto as **Exhibit I** is a true and correct copy of the Encampment Reduction Milestones proposed and agreed to by the City of LA. 14 15 12. On January 7, 2025, the City of LA suffered a set of devastating wildfires, centered largely in the Pacific Palisades and Altadena areas. 16 17 13. By the second quarter of fiscal year 24-45 (i.e. December, 2024), the City should have had 6,714 beds built, obtained, or otherwise "created." See Exhibit D. 18 According to the City's proposed Encampment Resolution Milestones, the 19 14. 20 City should have recorded 4,175 by December 30, 2024. See Exhibit I. 21 22 I declare under penalty of perjury under the laws of the State of California and the 23 United States of America that the foregoing is true and correct to the best of my knowledge and belief. 24 25 26 Executed on February 20, 2025 at Los Angeles, California. 27 /s/ Elizabeth A. Mitchell Elizabeth A. Mitchell 28

SETTLEMENT AGREEMENT COMPLIANCE

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DECLARATION

Document 863-2 ID #:23757

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# Exhibit A

	Cæs	e 2220-cxx-0222911-DOC-IKES Doocumeent4289 ID##1:2 <b>9</b> 8				
	1 2 3 4 5	SPERTUS, LANDES & UMHOFER, LLP Matthew Donald Umhofer (SBN 206607) Elizabeth A. Mitchell (SBN 251139) 617 W. 7th Street, Suite 200 Los Angeles, California 90017 Telephone: (213) 205-6520 Facsimile: (213) 205-6521 Email: mumhofer@spertuslaw.com Email: emitchell@spertuslaw.com				
	6	Attorneys for Plaintiffs				
	7 8 9	MICHAEL N. FEUER, City Attorney (SBN 111529) SCOTT MARCUS, Chief Assistant City Attorney (SBN 184980) ARLENE N. HOANG, Deputy City Attorney (SBN 193395) JESSICA MARIANI, Deputy City Attorney (SBN 280748) RYAN SALSIG, Deputy City Attorney (SBN 250830) 200 North Main Street, City Hall East, 7 <sup>th</sup> Floor Los Angeles, California 90012 Telephone: 213-978-4681 Facsimile: 213-978-7011 Email: Scott Marcus@lacity.org				
1711	10	Los Angeles, California 90012 Telephone: 213-978-4681				
er, LLF : 705 :10-826-4	11 12	Facsimile: 213-978-7011 Email: Scott.Marcus@lacity.org				
Spertus, Landes & Umhofer, LLP 1990 South Bundy Dr., Suite 705 Los Angeles. CA 90025 EPHONE 310-826-4700; Facsimile 310-826-4711	13	Attorneys for Defendant CITY OF LOS ANGELES				
les & l Bundy [ Geles. C 4700; FA	14					
s, Lan 0 South Los An 10-826-	15	UNITED STATES DISTRICT COURT				
Spertus 199	16	CENTRAL DISTRICT OF CALIFORNIA				
TELE	17					
	18	LA ALLIANCE FOR HUMAN RIGHTS, <i>et al.</i> ,	CASE NO. 2:20-CV-02291-DOC-KES			
	19	Plaintiffs,	Assigned to Judge David O. Carter			
	20	V.				
	21 22	CITY OF LOS ANGELES, et al.,	AMENDED FULLY EXECUTED [PROPOSED] STIPULATED			
	22 23	Defendants.	ORDER OF DISMISSAL AS TO DEFENDANT CITY OF LOS ANGELES ONLY [Fed. R. Civ. P.			
	23	Derendants.	41(a)(2)			
	24					
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		AMENDED FULLY EXECUTED [F DISMISSAL AS TO DEFENDA	PROPOSED] STIPULATED ORDER OF NT CITY OF LOS ANGELES ONLY			

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On March 10, 2020, Plaintiff LA Alliance for Human Rights, *et al.* filed the
 above-captioned against the City of Los Angeles ("City") and the County of Los
 Angeles ("County") [ECF No. 1]. On November 1, 2021, Plaintiffs LA Alliance for
 Human Rights, Joseph Burk, Harry Tashdjian, Wenzial Jarrell, Karen Pinsky, Charles
 Malow, Charles van Scoy, George Frem, Gary Whitter, and Leandro Suarez
 (collectively "Plaintiffs") filed a First Amended and Supplemental Complaint against
 the City and the County ("FASC") [ECF No. 361].

In the FASC, Plaintiffs alleged thirteen separate claims for relief concerning the City and County's handling of the homelessness crisis, and contended the City and County violated, among other things, the Due Process and Equal Protection Clauses of the United State Constitution, the State Created Danger doctrine, state and federal disability laws, were negligent, created nuisances, and engaged in inverse condemnation and takings of real property. *Id.* The City and County each separately filed a motion to dismiss the FASC [ECF No. 369, 370], which were taken under submission on January 24, 2022, and all parties were Ordered to participate in a mediation [ECF Nos. 388, 391].

Following extensive discussions and multiple mediation sessions, Plaintiffs<sup>1</sup>
and the City reached a settlement resolving the disputed claims in this Action as to
the City only. A copy of the executed Settlement Agreement between Plaintiffs and
the City ("Settlement Agreement") is attached hereto as Exhibit 1, the terms of which
are expressly incorporated herein by reference.

NOW THEREFORE, pursuant to Federal Rule of Civil Procedure 41(a)(2), and
good cause appearing therefore, the Court HEREBY ORDERS AND DECREES the
following:

The Court expressly incorporates all of the terms of the Settlement
 Agreement, attached as Exhibit 1, into this Order.

<sup>1</sup> Plaintiff Gary Whitter is not participating in this agreement.

AMENDED FULLY EXECUTED [PROPOSED] STIPULATED ORDER OF DISMISSAL AS TO DEFENDANT CITY OF LOS ANGELES ONLY

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2. The Court expressly retains exclusive jurisdiction for a period of five (5) 1 years from the date of this Order to enforce the Settlement Agreement, and to resolve 2 any future disputes regarding interpretation, performance, or enforcement of the 3 Agreement. See Kokkonen v. Guardian Life Ins. Co., 511 U.S. 375, 381 (1994); 4 Flanagan v. Arnaiz, 143 F.3d 540, 544 (9th Cir. 1998). 5

3. Except as expressly provided otherwise in the Settlement Agreement, Plaintiffs and the City shall bear their own fees and costs in this Action.

4. Plaintiffs' claims against the City only, as alleged in the First Amended and Supplemental Complaint are hereby dismissed with prejudice as to the City only. This Action shall proceed against the County and no claims alleged by Plaintiff Gary Whitter are dismissed by this Order.

EXECUTED [PROPOSED] STIPU

DISMISSAL AS TO DEFENDANT CITY OF LOS ANGELES ONLY

## IT IS SO ORDERED.

Dated: May 2022

Hon. David O. Carter, United States District Judge

OF

Spertus, Landes & Umhofer, LLP 1990 SOUTH BUNDY DR., SUITE 705 LOS ANGELES. CA 90025

TELEPHONE 310-826-4700; FACSIMILE 310-826-4711 12 15 16 17

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	1	APPROVED AS TO FORM.		
	2	DATED: May 24, 2022	Respectfully submitted,	
	3			
	4		/s/ Elizabeth A. Mitchell SPERTUS, LANDES & UMHOFER, LLP Matthew Donald Umhofer Elizabeth A. Mitchell	
	5		Elizabeth A. Mitchell Attorneys for Plaintiffs	
	6			
	7 8	DATED: May 24, 2022	MICHAEL N. FEUER, City Attorney SCOTT MARCUS, Chief Assistant City Attorney ARLENE N. HOANG, Deputy City Attorney JESSICA MARIANI, Deputy City Attorney RYAN SALSIG, Deputy City Attorney	
	9		JESSICA MARIANI, Deputy City Attorney RYAN SALSIG, Deputy City Attorney	
	10			
TP	11		By: <u>/s/ Scott Marcus</u> Scott Marcus, Chief Assistant City Attorney Counsel for Defendant City of Los Angeles	
ofer, I IITE 705 	12		Counsel for Defendant City of Los Angeles	
Spertus, Landes & Umhofer, LLP 1990 South Bundy DR., Suite 705	13	Pursuant to L.R. 5-4.3.4(a)(2)(i), all other signatories listed, and on whose behalf the		
HBUNDY HBUNDY	14	filing is submitted, concur in the filing's content and have authorized the filing.		
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andes & Umhofer, LLP UTH BUNDY DR., SUITE 705 5 ANGELES. CA 90025 326-4700; FACSIMILE 310-826-4711		AMENDED FULLY EXE DISMISSAL AS TO I	CUTED [PROPOSED] STIPULATED ORDER OF DEFENDANT CITY OF LOS ANGELES ONLY	

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# Exhibit 1

## **SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between the following Parties:

 Plaintiffs LA Alliance for Human Rights, Joseph Burk, Harry Tashdjian, Wenzial Jarrell, Karyn Pinsky, Charles Malow, Charles Van Scoy,

George Frem, and Leandro Suarez ("Plaintiffs"); and

2) Defendant City of Los Angeles ("City").

## RECITALS

WHEREAS, Plaintiffs filed a Complaint on March 10, 2020 in the Central 9 District of California, Case No. Case 2:20-cv-02291-DOC-KES (the "Action") 10 11 naming the City and the County of Los Angeles (the "County") as co-defendants in fourteen separate claims, including three that allege violations of 42 U.S.C. 12 § 1983, concerning the City and County's handling of the homelessness crisis, 13 and contended the City and County violated, among other things, the Due Process 14 and Equal Protection Clauses of the United State Constitution, the State Created 15 Danger doctrine, state and federal disability laws, were negligent, created or 16 17 maintained nuisances, and engaged in inverse condemnation and takings of real 18 property;

WHEREAS, the City expressly denies all claims alleged in the Action (and
did so via a motion to dismiss), and further denies that the City and any of its
officers, employees, or agents violated any laws, committed any wrongful acts or
omissions, or are liable to the Plaintiffs as alleged in the Action;

WHEREAS, on April 20, 2021, the District Court entered a preliminary
injunction against the City and County, ordering, among other things, the City to
escrow \$1 billion, cease any sales, transfers or leases of City-owned properties,
shelter all residents of Skid Row, and prepare numerous audits and reports;
WHEREAS, on October 15, 2021, the United States Court of Appeals for

WHEREAS, on October 15, 2021, the United States Court of Appeals for
the Ninth Circuit vacated the injunction issued by the District Court;

## SETTLEMENT AGREEMENT

Spertus, Landes & Umhofer, LLP 1990 South Bundy DR., Suite 705 Los Angeles, CA 90025 Telephone 310-826-4700; Facsimile 310-826-4711 3

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WHEREAS, on November 1, 2021, Plaintiffs filed a First Amended and Supplemental Complaint, the allegations and claims within which the City also 2 3 expressly denies, and has filed a motion to dismiss them;

WHEREAS, the Plaintiffs and the City desire to fully and finally compromise and settle all claims arising out of or relating to all matters alleged or that could have been alleged in the Action with respect to the Parties, without any admission of fault, liability, or wrongdoing, in the interests of avoiding the additional expense and the inherent uncertainties of protracted litigation upon the terms and conditions set forth in this Agreement; and

WHEREAS, the purpose of this Agreement is to substantially increase the number of housing and shelter opportunities in the City of Los Angeles, and to address the needs of everyone who shares public spaces and rights of way in the City of Los Angeles, including both housed and unhoused Angelenos, to achieve a substantial and meaningful reduction in unsheltered homelessness in the City of Los Angeles.

## TERMS

#### 17 1. **Definitions**

Agreement. The term "Agreement" as used herein shall refer to this 18 1.1. Settlement Agreement and all associated documents, including all necessary 19 orders and stipulations referred to herein. 20

LAHSA. "LAHSA" as used herein shall mean and refer to the Los 21 1.2. Angeles Homeless Services Authority. 22

PEH. "PEH" as used herein shall mean persons experiencing 23 1.3. homelessness. 24

City Shelter Appropriate. The term "City Shelter Appropriate" as 25 1.4. used herein shall include any PEH within the City whom the City can reasonably 26 assist, meaning the individual: 27

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(A) does not have a severe mental illness, and/or

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- (B) is not chronically homeless and has
  - (i) a substance use disorder, or
  - (ii) a chronic physical illness or disability requiring the need for professional medical care and support,

such that the individual (a) is unable to perform activities of daily living, including bathing, dressing, grooming, toileting, transferring between bed and chair, and feeding oneself, and/or (b) lacks medical and/or mental health care decision-making capacity, and/or (c) is a danger to themselves or others.

PEH who meet the definition of City Shelter Appropriate are typically, but not always, those with low- or medium-acuity needs according to accepted industry standards, including, but not limited to, through the use of an assessment tool, such as the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) or other similar assessment tool such as the CES Survey Packet or Next Step Tool as evaluated by a qualified outreach or clinical staff member.

The City will use its best efforts to engage the appropriate County entity,
including, but not limited to, the Department of Mental Health (DMH),
Department of Health Services (DHS), Department of Public Social Services
(DPSS), or Department of Public Health (DPH), for intervention, treatment,
services, and/or housing as appropriate for PEH who are not City Shelter
Appropriate.

Moreover, the fact that an individual meets the criteria of "high acuity" according to accepted industry standards, has a severe mental illness, substance use disorder, chronic physical illness or disability, or otherwise is not included in the definition of City Shelter Appropriate, will not preclude the City from making an offer of shelter or housing to that individual if the City can reasonably assist that individual.

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### <u>3</u> SETTLEMENT AGREEMENT

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1.5. <u>Parties</u>. The word "Parties" as used herein shall refer only to the
 parties to this Agreement, specifically the City of Los Angeles and Plaintiffs.
 The word "Parties" shall not refer to any individual or entity that is not a party to
 this agreement. The County of Los Angeles and Intervenors are not Parties to this
 Agreement at this time, but may be added with written consent from the Parties.

1.6. <u>Required Number</u>. The term "Required Number" as used herein is the number of housing or shelter solutions which is equal to the shelter and/or housing capacity needed to accommodate sixty percent (60%) of unsheltered City Shelter Appropriate PEH in the City based on LAHSA's 2022 Point in Time (PIT) Count.<sup>1</sup>

## 2. <u>Term and Continuing Jurisdiction</u>

12 The Parties agree that the duration of the Agreement shall be five (5) years, 13 during which point the Court shall have continuing jurisdiction to oversee and enforce this Settlement Agreement. The obligations of the Parties in the 14 remaining sections of this Agreement, and the releases contained herein, shall 15 become effective and operative on the date(s) on which the respective Order 16 approving this Agreement and dismissing the Action ("Order") is fully executed 17 18 and entered by the Court, and shall be contingent upon the Court's executing and entry of the Order. The Parties acknowledge that the Court may, in its sole 19 discretion, appoint one or more Special Masters to assist the Court in overseeing 20and enforcing this Agreement. If the Order is not executed and entered, this 21 Agreement shall not become operative, and this litigation shall continue as if the 22 23 proposed Agreement and its terms never existed.

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<sup>1</sup> LAHSA's 2022 PIT Count is still in progress. Once the 2022 PIT Count is confirmed by LAHSA and released, Defendant City will calculate the number of housing and shelter solutions needed to accommodate 60% of unsheltered City
Shelter Appropriate PEH in the City and submit a report setting forth the Required Number under Section 2 and Milestones and Deadlines under Section 4. The Parties may submit a revised Agreement that includes the specific Required Number and Milestones and Deadlines.

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#### 3. Housing and Shelter for City Shelter Appropriate Individuals

The City agrees to create a Required Number of housing or shelter 3.1. solutions, which is equal to, but (in the City's discretion) may be greater than, the shelter and/or housing capacity needed to accommodate sixty percent (60%) of unsheltered City Shelter Appropriate PEH within the City based on LAHSA's 2022 Point in Time count.

3.2. Subject to Constitutional requirements and legal mandates, the City may choose, at its sole discretion, any housing or shelter solution, including but not limited to tiny homes, shared housing, purchased or master-leased 10 apartments, hotels/motels, or other buildings, congregate shelters, permanent supportive housing, rental assistance/rapid rehousing, family reunification, sprung structures or tents, safe parking, safe sleeping/camping, affordable housing, and interim housing (including A Bridge Home beds), as long as the Milestones are met. The housing or shelter solutions may be government- and/or privately-funded as long as each offer is adequate for the individual. Accommodations shall be made for those who qualify as disabled under the Americans with Disabilities Act.

18 3.3. City agrees to implement an approach of equitably distributing housing and shelter solutions throughout the City. The Required Number and 19 60% threshold is the minimum required by the Agreement, and the City is 2021 encouraged to and may provide (at its sole discretion) incentives and/or benefits 22 for Council Districts that create more housing or shelter solutions beyond those required to accommodate 60% of the City Shelter Appropriate PEH in their 23 district. 24

25 4. Street Engagement

City will continue to offer shelter or housing to City Shelter 26 4.1. 27 Appropriate PEH within the City and enforce public space regulations and health 28 and safety laws consistent with its own protocol (Street Engagement Strategy)

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and constitutional requirements. No enforcement of public space regulations 1 2 shall be taken against any individual unless that individual has first been offered 3 an opportunity for housing or shelter or to relocate consistent with applicable laws. City reserves the right, in its sole discretion, to revise or amend its Street 4 Engagement Strategy, Los Angeles Municipal Code 41.18, or any similar 5 ordinance, regulation, or protocol consistent with applicable constitutional 6 requirements and is consistent with and meets the requirements of terms of this 7 Agreement. 8

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## 4.2. Council District-wide Engagement

Once there are sufficient shelter or housing solutions to accommodate 60% 10 of unsheltered City Shelter Appropriate PEH in a Council District as determined 11 by the Required Number, the City, in its sole discretion, may implement and 12 enforce public space regulations and ordinances within that entire Council 13 District as to those individuals who refuse an offer of shelter or housing and/or 14 decline to move to an alternative location where they may legally reside. The 15 City must provide notice to the Plaintiffs of its intention to implement and 16 17 enforce District-wide. If a Party to this Agreement files a written objection with the Court (or Special Master, if one is appointed by the Court for this purpose) 18 within five court days of the notice, the Court (or Special Master) shall schedule 19 a status conference to take place within court two days, or as soon as is 20practicable, to resolve the objection. If no objection is filed, or if the Court (or 21 Special Master) resolves the objection in favor of the City, City may implement 22 and enforce public space regulations and ordinances throughout that District 23 24 consistent with this Agreement. Even after the City creates adequate and appropriate housing and shelter opportunities for 60% of unsheltered City Shelter 25 Appropriate PEH in a Council District, no enforcement action shall be taken 2627 against any individual suspected of violating a public space regulation or ordinance unless that individual has first been offered adequate and appropriate 28

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shelter or housing and/or to relocate to an alternative location consistent with
 applicable laws and this Agreement, except for time/manner/place regulations
 (such as LAMC 41.18 or similar ordinances) which may be enforced immediately
 and without such notice at any time.

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# 4.3. <u>City-wide Engagement</u>

Once there are sufficient shelter or housing solutions to accommodate 60% 6 of unsheltered City Shelter Appropriate PEH in the City as determined by the 7 Required Number, the City, in its sole discretion, may implement and enforce 8 public space regulations and ordinances throughout the City as to individuals 9 who decline an offer of shelter or housing and/or decline to move to an 10 alternative location where they may legally reside. The City must provide notice 11 to the Plaintiffs of its intention to implement and enforce City-wide. If any Party 12 to this Agreement files a written objection with the Court (or Special Master, if 13 one is appointed by the Court for this purpose) within five court days of the 14 notice, the Court (or Special Master) shall schedule a status conference to take 15 place within two court days, or as soon as is practicable, to resolve the objection. 16 If no objection is filed, or if the Court (or Special Master) resolves the objection 17 in favor of City, City may implement and enforce public space regulations and 18 ordinances throughout the City, consistent with this Agreement. Even after the 19 City creates adequate and appropriate housing and shelter opportunities for 60% 20of the number of unsheltered City Shelter Appropriate PEH within the City, no 21 enforcement action shall be taken against any individual suspected of violating a 22 public space regulation or ordinance unless that individual has first been offered 23 adequate and appropriate shelter or housing and/or to relocate to an alternative 24 location consistent with applicable laws and this Agreement, except for 25 time/manner/place regulations (such as LAMC 41.18 or similar ordinances) 26 which may be enforced immediately and without such notice at any time. 27

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4.4. Nothing in this Agreement shall prohibit or prevent the City from
 enforcing laws otherwise applicable in the City that are not inconsistent with this
 Agreement.

# 5. <u>Milestones and Deadlines</u>

5 5.1. Within 30 days from the date information from the 2022 PIT Count
6 is confirmed by LAHSA and released, the City will calculate the Required
7 Number and provide its calculation with the Plaintiffs. The Parties agree to meet
8 and confer in good faith to resolve any objections to the calculation of the
9 Required Number raised by Plaintiffs. Any objection that cannot be resolved by
10 the Parties may be heard by the Court if necessary.

11 5.2. Thereafter the City will create plans and develop milestones and deadlines for: (i) the City's creation of shelter and housing solutions to 12 accommodate a minimum of 60% of unsheltered City Shelter Appropriate PEH 13 in each Council District as determined by the Required Number; (ii) the City's 14 15 plan for encampment engagement, cleaning, and reduction in each Council District; (iii) the City's creation of shelter and/or housing to accommodate a 16 17 minimum of 60% of unsheltered City Shelter Appropriate PEH in the City as determined by the Required Number; and (iv) the City's plan for encampment 18 engagement, cleaning, and reduction in the City. The City will provide the plans, 19 milestones and deadlines to Plaintiffs, and the City and Plaintiffs agree to work 2021 together in good faith to resolve any concerns or disputes about the plans, 22 milestones, and deadlines, and will consult with the Court for resolution, if necessary. The City will provide a report setting forth the milestones and 23 deadlines. The Parties agree the City will promptly employ its best efforts to 24 comply with established plans, milestones, and deadlines. 25

# 6. <u>Street Engagement Dispute Resolution Process</u>

The Parties agree to design, in conjunction with the Court and/or Special
Master, a dispute resolution process for individuals who are subject to the City's

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Street Engagement Strategy in connection with the City's performance of this 1 Agreement, pursuant to paragraph 4. 2

7. **Status Updates** 

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The City will provide quarterly status updates to the Court regarding 7.1. 4 5 its progress with this Agreement, including the number of housing or shelter opportunities created or otherwise obtained, the number of beds or opportunities 6 7 offered, and the number of beds or opportunities currently available in each Council District. The City will work with LAHSA to include in the quarterly 8 9 status updates, to the extent possible: the number of PEH engaged, the number of PEH who have accepted offers of shelter or housing, the number of PEH who 10 have rejected offers of shelter or housing and why offers were rejected, and the number of encampments in each Council District. 12

13 7.2. The Parties will engage a mutually agreed-upon third party to provide data collection, analysis, comments, and regular public reports on the 14 City's compliance with the terms of this Agreement. The City shall be 15 responsible for paying all fees, if any, or for obtaining grants or other private 16 funding, if needed. 17

#### 8. Funding

8.1. Funding of housing and shelter opportunities created by the City 19 20shall be at the City's sole discretion. The City agrees to: (i) Petition county, state, 21 and federal government for additional funding, as may be available; (ii) Consider expediting public/private partnerships that utilize private capital and which 22 require no up-front costs to the City; and (iii) Consider other possible funding 23 mechanisms to pay for future housing or shelter, facilities, and services solutions 24 for PEH. 25

26 8.2. In the event of fires, floods, earthquakes, epidemics, quarantine 27 restrictions, or other natural catastrophic occurrences; terrorist acts, insurrections 28 or other large scale civil disturbances; or any local or fiscal emergency declared

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by the Mayor of Los Angeles and the Los Angeles City Council under the
 authority vested in them by the Los Angeles City Charter and Los Angeles
 Administrative Code (or other applicable ordinances, resolutions, or laws), the
 obligations of the City as set forth in Sections 3, 4, and 5 of this Agreement shall
 be paused, and the Parties agree to meet and confer on any necessary and
 appropriate amendments to those obligations.

# 9. <u>County Obligations</u>

The Parties agree that Defendant County of Los Angeles, who is not a party to this Agreement, is obligated to provide certain services to all PEH in the County, including PEH located within the City. The Parties agree to cooperate in ensuring the County meets its obligations to provide adequate services to PEH within the City, and in fostering County-developed or County-funded housing, shelters, and treatment services for PEH who are not City Shelter Appropriate. These County responsibilities include, but are not limited to:

- Funding and providing wrap-around and supportive services<sup>2</sup> for PEH in housing or shelter established by the City. Supportive services funded and provided by the County will include, but not be limited to, Department of Mental Health, Department of Health Services, Department of Public Health, and Department of Public Social Services, for intervention, services, and housing, as appropriate;
- Providing housing and treatment services for all unsheltered PEH within the City who are not City Shelter Appropriate;
- Providing and funding the Intensive Case Management Services (ICMS) and integrated health services necessary to ensure appropriate
- <sup>2</sup> "Supportive services" as used herein refers to mental health and substance use disorder treatment, and other services, including mainstream services, which are traditionally funded by the County of Los Angeles. City agrees to ensure each project will include case management, housing placement services, and homelessness reduction assistance or will work with appropriate agencies to do so.

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medical, mental health, substance use, and other services and treatment for permanent supportive units financed by the City;

- Requiring that permanent supportive housing (PSH) placements into units within City limits will prioritize PEH that are homeless in the City first (consistent with applicable constitutional and statutory laws), including units funded and operated by the County if they are within City limits;
- Increasing to at least 34 (from 22; numbers based on what is currently required and could be subject to change after the 2022 PIT Count results are released and analyzed) the number of Multi-Disciplinary Teams (MDTs) dedicated to conducting outreach exclusively in the City, allocating at least 1 team per Council District, coordinated by the City's outreach staff in the Office of the City Administrative Officer (CAO) and/or the Unified Homelessness Response Center (UHRC);
- Increasing to at least 10 (from 5.5; numbers based on what is currently required and could be subject to change after the 2022 PIT Count results are released and analyzed) the number of Homeless Outreach and Mobile Engagement (HOME) teams dedicated to conducting outreach exclusively in the City, allocating at least 1 team per two Council Districts, coordinated by the CAO and/or UHRC;

• Requiring outreach teams (including the increased number of teams referenced above) have direct access to sufficient County-funded licensed and unlicensed high service need beds necessary to provide housing and treatment services for PEH in the City, and require that these beds will either be exclusively for use by, or prioritize use by, PEH in the City. In order to effectuate this access, the County will, in collaboration with LAHSA, County departments, and other relevant agencies and partners, establish a centralized, County-wide bed

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management system that is inclusive of all types of shelter, housing, and care beds, and which will identify specific, available, and appropriate high service need beds for PEH in the City;

- Requiring a minimum of 50 mental health beds per 100,000 people in the County, or more as necessary to ensure access to inpatient treatment for PEH in the City and to prevent mentally ill individuals from falling into homelessness due to lack of available inpatient treatment;
- Increasing the number of high acuity public health (SUD/detox/drug rehabilitation) beds to specified level, and priority access for PEH regardless of the availability of insurance coverage;
- Providing City-directed outreach teams with direct access to Department of Mental Health, Department of Health Services,
   Department of Public Social Services, and Department of Public Health during outreach and other Street Engagement Strategy activities;
- Identify and make available sufficient County-owned land to other County jurisdictions, including City, for homeless housing on a \$1 per year lease and allowing by right development; and
- Securing County commitment to prevention of inflow of new PEH in the City of Los Angeles, including commitment to registering individuals for SSI and Social Security, and other local (e.g., General Relief), state, and federal entitlement programs.

# 22 **10.** <u>Affordable Housing</u>

The Parties agree to cooperate to identify and reduce barriers to building
more affordable housing.

25 || 11. <u>No Third Party Beneficiaries</u>

Notwithstanding anything in this Agreement to the contrary, there are no
intended third-party beneficiaries that may assert rights or defenses under this
Agreement, except the Parties to this Agreement.

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#### 12. **Modification By Judicial Action**

2 If a court issues an order or judgment regarding the constitutionality of, or 3 the City's ability to enforce, any law, code, ordinance, or regulation governing public spaces in the City (including but not limited to LAMC § 41.18), or any 4 5 other part of this Agreement, and that order or judgment conflicts with or is inconsistent with any part of the terms of this Agreement, the Parties agree that 6 7 the conflicting or inconsistent part(s) of this Agreement shall no longer be in effect, but all other terms of this Agreement that are not inconsistent with the 8 order or judgment shall still remain in effect. In the event a Party asserts that an 9 order or judgment conflicts with or is inconsistent with a part of this Agreement, 10 the Party shall notify the other Parties in writing. If the Parties disagree as to whether a conflict or inconsistency exists, the question of whether a conflict or 12 inconsistency exists shall be resolved according to Section 24 of this Agreement. 13

#### 13. **Releases and Waiver of California Civil Code Section 1542**

13.1. The undersigned Plaintiffs to this Agreement, each on behalf of 15 themselves, and their respective heirs, spouses, trustees, successors, assigns, 16 17 agents, representatives, attorneys, employees, officers, directors, shareholders, 18 members, managers, principals, partners, insurers, and predecessors do hereby forever release, acquit, and discharge the City and all of its boards, bureaus, 19 departments, elected and appointed officials, administrators, officers, agents, 20employees, and all persons that acted on behalf of the City (collectively the "City 21 Released Parties") from any and all claims, demands, actions, causes of action, 22 suits, covenants, settlements, contracts, agreements, and liabilities for personal 23 24 injuries, property damage, loss, cost or expense of every nature whatsoever, whether known or unknown, contingent or otherwise, at law or in equity, and 25 whether or not expected to exist which the undersigned Plaintiffs to this 2627 Agreement had, have, or may have against the City Released Parties, and each of 28 them, that arise out of or are related to the Action, and any allegations, events,

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transactions or occurrences that were alleged or that could have been alleged 1 therein (the "City Released Claims"). 2

Nothing in this release and waiver is intended to include Plaintiffs' claims 3 against the County, including for attorneys' fees, which Plaintiffs will continue to 4 litigate against the County to judgment or settlement consistent with the terms of 5 this Agreement. 6

13.2. Plaintiffs acknowledge that they are familiar with the provisions of California Civil Code section 1542 and, except as otherwise provided herein, 8 expressly waive and relinquish any and all rights or benefits that they may have under said section to the fullest extent permitted by law concerning any matters 10 relating to the Parties' Actions.

California Civil Code section 1542 states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs declare that they understand the full nature, extent and import of 19 section 1542 of the California Civil Code and have been so advised by their 2021 attorneys.

13.3. Plaintiffs warrant and represent that they have made no assignment, 22 and will make no assignment, of any claim, chose in action, right of action, or 23 any right, of any kind whatsoever, within the scope of the City Released Claims, 24 and that no other person or entity of any kind had or has any interest in any of the 25 demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, 26 damages, attorneys' fees, costs, expenses, losses, or claims within the scope of the 27 City Released Claims. 28

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# 14. Dismissal of the Action

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Upon approval of this Agreement by the City Council and Mayor, which approvals are required for this Agreement to be final and binding, and after execution of this Agreement by all Parties and their respective counsel, Plaintiffs and the City shall jointly file a Stipulated Order of Dismissal, to which this Agreement will be attached as Exhibit 1. At the conclusion of the Court's retained jurisdiction, subject to the City's compliance, Plaintiffs will take all additional actions and file all additional documents to effectuate dismissal of the Action as to the City with prejudice, if necessary.

# 15. <u>Settlement Payments and Attorneys' Fees</u>

This City shall pay a total amount of \$1,800,000, which shall be inclusive 11 of all claims for damages, attorneys' fees, and/or costs claimed by Plaintiffs in 12 the action.<sup>3</sup> Such payment shall be made to the Spertus, Landes, & Umhofer, 13 LLP, attorney-client trust account for distribution by Spertus, Landes, & 14 Umhofer, LLP, as approved by Plaintiffs. The Parties agree that nothing in this 15 Agreement, including the City's payment of \$1,800,000, will affect the Plaintiffs' 16 right to pursue all damages, costs, and attorney's fees from the County or any 17 18 other party other than the City. Should the County ever seek contribution from the City for fees, costs, or damages awarded against the County through the date 19 on which the order as entered, such contribution claims are solely between the 20City and the County and do not affect the terms of this Agreement nor involve 21 Plaintiffs in any manner. Plaintiffs agree not to oppose any motion by the City 22 23 for a good faith settlement determination from the Court that may extinguish the County's potential claims for contribution from the City. 24

<sup>Plaintiff Gary Whitter is not participating in this Agreement. LA Alliance for Human Rights agrees to indemnify the City against any damages, attorneys' fees, and/or costs incurred by the City in the event Plaintiff Whitter pursues his claims against the City.</sup> 

#### 16. **Non-Admission of Liability**

By entering into this Agreement, the City does not admit any liability, and explicitly denies any liability or wrongdoing of any kind arising out of or relating to any of the claims alleged in the Action. Nothing herein constitutes an admission by the Parties as to any interpretation of laws, or as to the merits, validity, or accuracy of any of the claims or legal contentions made or which could be made in the Action. Plaintiffs and the City have entered into this Agreement solely to avoid the time, expense, and risk of litigation. The Parties agree that an express condition of this settlement is that there has been no finding of liability on the merits, and that this settlement and any document related to this 10 settlement, including this Agreement and Order, and the confidential negotiations leading up to this settlement, shall be inadmissible in evidence and shall not be used for any purpose in this or any other proceeding except in an action or proceeding to approve, interpret, implement, or enforce the Agreement.

#### **Knowing and Voluntary Agreement** 17.

This Agreement is an important legal document that has been voluntarily 16 and knowingly executed by the Parties. The Parties, and each of them, 17 specifically represent that, prior to signing this Agreement, (a) they have each 18 been provided a reasonable period of time within which to consider whether to 19 accept this Agreement, (b) they have each carefully read and fully understand all 20of the provisions of this Agreement, and (c) they are voluntarily, knowingly, and 21 without coercion entering into this Agreement based upon their own judgment. 22 Plaintiffs, and each of them, further specifically represent that, prior to signing 23 this Agreement, they have conferred with counsel of their choice to the extent 24 desired concerning the legal effect of this Agreement, and that the legal effect of 25 this Agreement has been adequately explained to them. 26

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# 18. Entire Agreement; No Other Reliance

2 This Agreement constitutes the entire agreement between the Plaintiffs and 3 the City regarding the subject matter discussed hereof and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in 4 5 writing, express or implied, between or among the Parties relating to the subject matter hereof. The Parties acknowledge that no representations, inducements, 6 7 promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in the Agreement, that 8 they have not executed this Agreement in reliance on any such representation, 9 10 inducement, promise, agreement, or warranty, and that no representation, inducement, promise, agreement, or warranty not contained in this Agreement 11 12 including, but not limited to, any purported supplements, modifications, waivers, 13 or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to this Agreement. Any alteration, change, or 14 modification of or to this Agreement shall be made by written instrument 15 executed by each party hereto in order to become effective. 16

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# 19. <u>Warranty of Authority</u>

18 Each individual or entity that executes this Agreement represents and
19 warrants, in his, her, or its personal capacity, that he, she, or it is duly authorized
20 and empowered to enter into this Agreement on behalf of the party it purports to
21 represent.

# 22 **20.** <u>Counterparts</u>

This Agreement may be executed in multiple counterparts, each of which
shall be considered an original but all of which shall constitute one agreement.

# 25 **21.** <u>Representation by Counsel and Understanding</u>

26 The Parties acknowledge that each of them has been represented in the
27 settlement of the matter by its own counsel and represent that each of them has
28 received independent legal advice from their respective attorneys and has been

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fully advised of the nature of the Agreement and the possible rights and 1 obligations released herein. Defendant City acknowledges it has the power and 2 right to enter into, agree, and comply with this Agreement. The rule of 3 construction that any ambiguities are to be resolved against the drafting part shall 4 not be employed in the interpretation of the Agreement. The Parties further 5 acknowledge that each of them has carefully read and fully understands all of the 6 provisions of the Agreement, and that each of them is voluntarily entering into 7 the Agreement. 8

# 22. No Waiver of Terms of Agreement

The failure to insist upon compliance with any term, covenant or condition contained in the Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in the Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

# 23. <u>Governing Law</u>

This Agreement shall be construed in accordance with the laws of the State of California.

# 24. Duty to Meet and Confer

19 If a dispute arises between the Plaintiffs and the City regarding the 20 interpretation, performance, or enforcement of this Agreement, the Party raising 21 the dispute shall provide written notice of the dispute to all other Parties, and all 22 Parties agree to meet and confer within a reasonable time in a good faith effort to 23 resolve any dispute. In the event that the Parties are unable to resolve the dispute 24 within a reasonable time after the meeting, Plaintiffs or the City may, pursuant to 25 the Order, submit the matter to the Court for review and decision,

DATED: 5/19/2022 26

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By: \_\_\_\_\_\_Don Steier, Chairman, for Plaintiff LA Alliance for Human Rights

18 SETTLEMENT AGREEMENT

Spertus, Landes & Umhofer, LLP 1990 South Bundy DR., Suite 705 Los Angeles, CA 90025 Telephone 310-826-4700; Facsimile 310-826-4711 9

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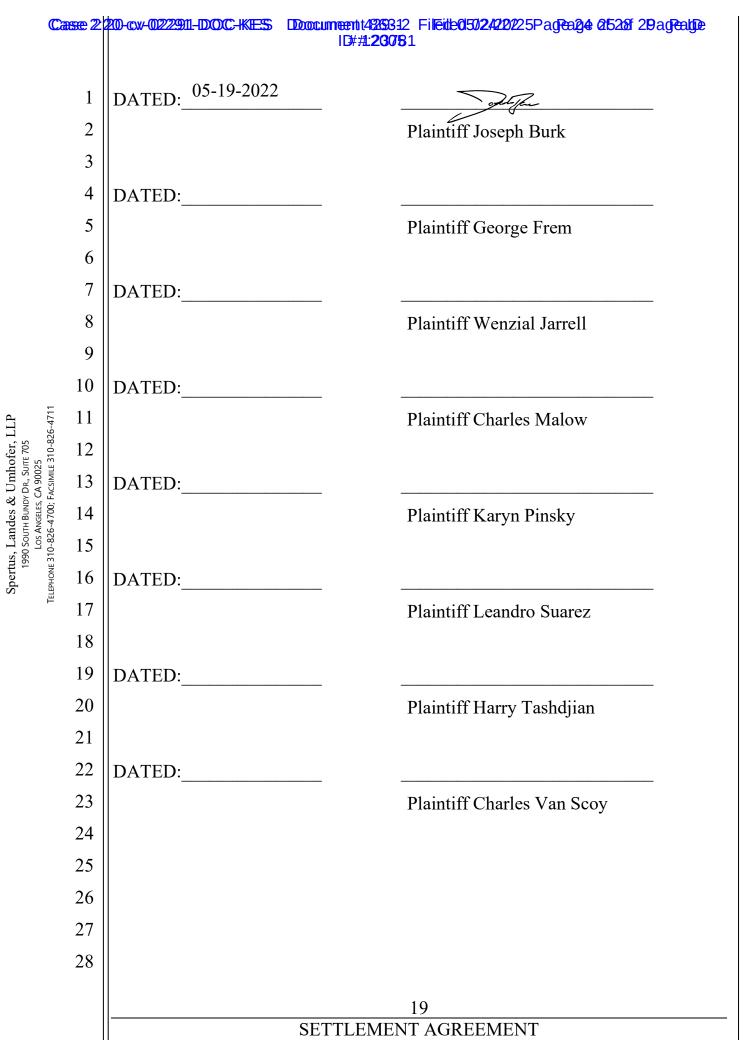
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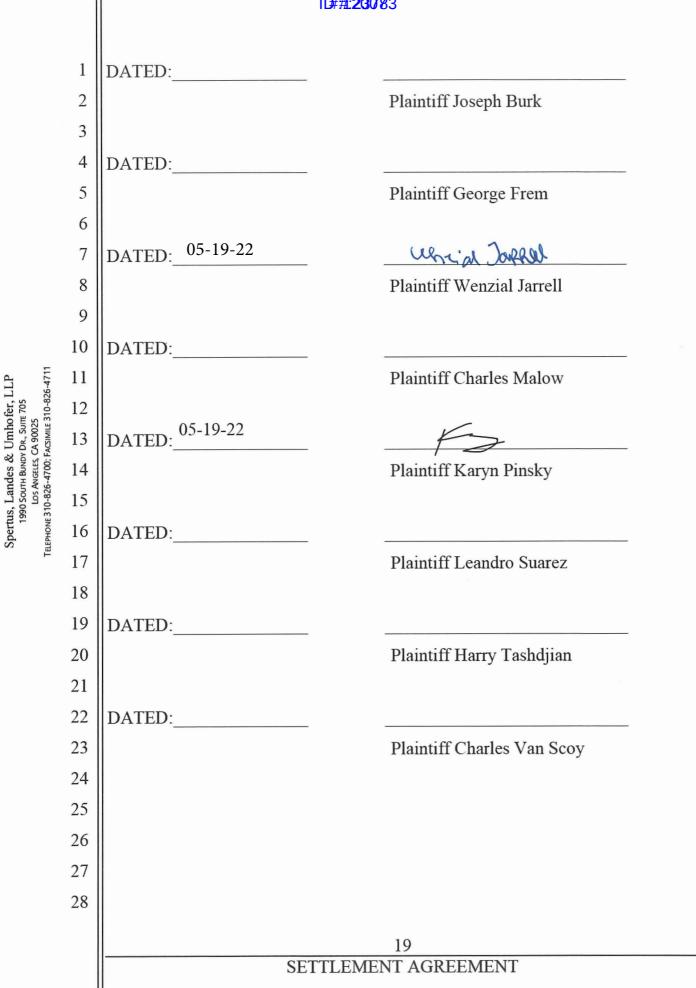
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	3		$\square$
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	5		Plaintiff George Frem
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	7	DATED:	
	8		Plaintiff Wenzial Jarrell
	9		
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	23		Plaintiff Charles Van Scoy
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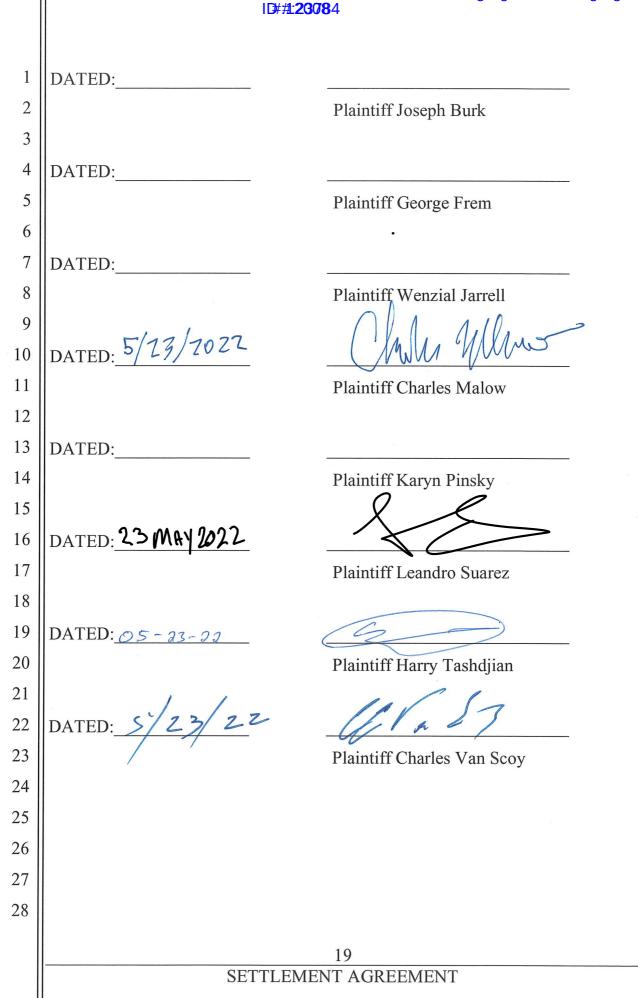
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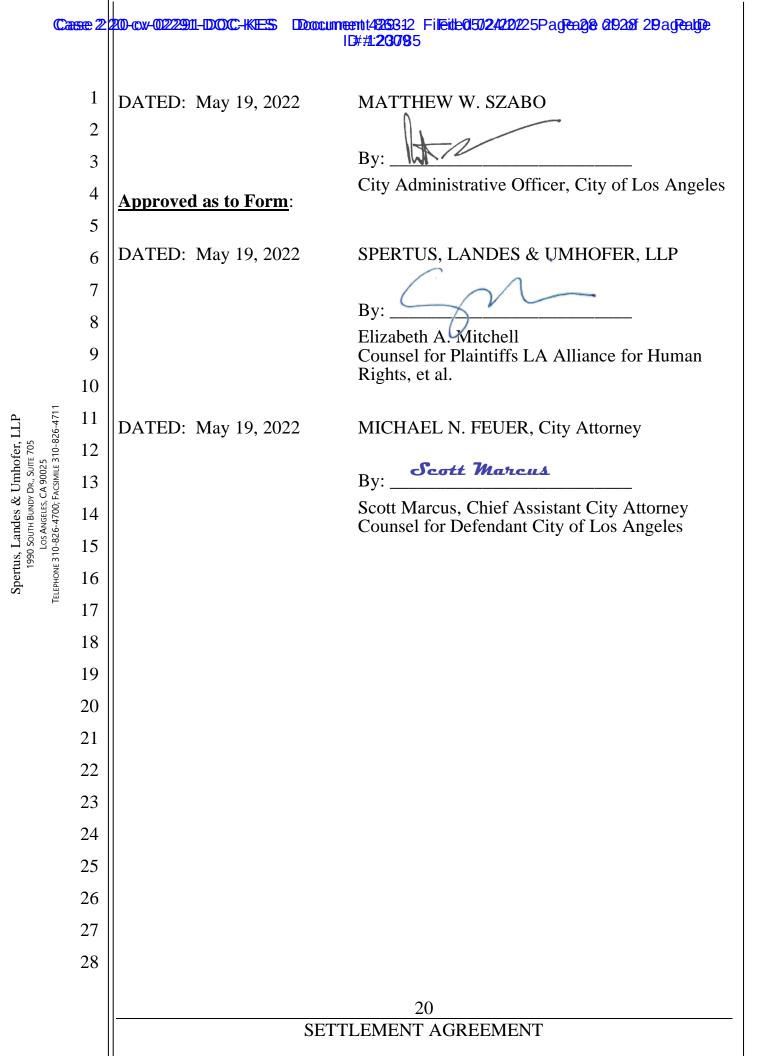
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Document 863-3 ID #:23786

Filed 02/20/25 Page 1 of 4 Page

# Exhibit B

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1	UNITED STATE	<b>CS DISTRICT COURT</b>
2	CENTRAL DISTF	RICT OF CALIFORNIA
3	SOUTHE	RN DIVISION
4		
5		
6		
7	LA ALLIANCE FOR HUMAN RIGHTS	Case No. LA CV 20-02291-DOC-KES
8	ET AL.,	
9	Plaintiff,	
10		
11	vs.	ORDER APPROVING STIPULATED
12		DISMISSAL AND PROPOSED
13	CITY OF LOS ANGELES ET AL.,	SETTLEMENT [421]
14	Defendants.	
15		
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On May 19, 2022, Defendant City of Los Angeles ("City") and Plaintiffs LA Alliance for Human Rights, Joseph Burk, Harry Tashdjian, Wenzial Jarrell, Karyn Pinsky, Charles Malow, Charles Van Scoy, George Frem, and Leandro Suarez (collectively "Plaintiffs") filed a Stipulated Order of Dismissal and Exhibit 1, their Settlement Agreement (Dkt. 421). In their Stipulated Order, the parties informed the Court that they had reached a Settlement subject to the Court's approval of the terms; and dismissal with prejudice as to Defendant City of Los Angeles. The parties have requested that the Court retain jurisdiction to enforce the terms of the Settlement Agreement for a period of five years.

The parties have been aggressively litigating this case for over two years. In the process, they have generated a voluminous record comprised of several pre-trial hearings, orders, and a preliminary injunction. In the first year of litigation, the parties participated in multiple mediation sessions, including on June 12, 2020 (Dkt. 133); June 25, 2020 (Dkt. 141); September 10, 2020 (Dkt. 170); September 24, 2020 (Dkt. 179); and October 8, 2020 (Dkt. 184). These sessions resulted in a partial Memorandum of Understanding between the City and County of Los Angeles, with the City committing to create 6,700 beds in 18 months to prioritize sheltering unhoused people living by highways (Dkts. 136, 138). Just this year, the parties went to mediation sessions on February 15 (Dkt. 388), February 16 (Dkt. 394), February 22 (Dkt. 395), March 1 (Dkt. 397), and March 29, 2022 (Dkt. 401).

The agreement before the Court was not achieved in haste—it was the result of long and deliberate good-faith negotiations. In fact, the City and Plaintiffs have worked diligently to expand the barebones framework articulated in their Preliminary Settlement Agreement (Dkt. 408) to a more fleshed-out plan to partially combat homelessness in Los Angeles.

The Settlement Agreement creates a structure and enforcement mechanism for the City to create a substantial number of new beds for people experiencing homelessness. While this Agreement is not a solution to homelessness, it is a concrete step toward improving the lives of our neighbors who are currently suffering on the streets.

Procedurally, the Settlement Agreement does not affect the rights or obligations of nonsettling parties or non-parties. As the City confirmed in its Reply, "nothing in the Court's order

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1affects any rights of the County or the Intervenors," and it does not prejudice the rights of other2non-parties with respect to future challenges to City ordinances or suits on related issues. See3City Reply (Dkt. 438) at 5. In particular, the Section titled, "County Obligations" imposes no4responsibilities on the County of Los Angeles because they are not party to this Agreement—as5the City notes, "[t]hese agreements are nothing more than Plaintiffs and the City's expressions6of (a) their beliefs concerning the County, and (b) their intent to cooperate regarding their7opined County's obligations." *Id.* at 7. In addition, the Settlement Agreement does not affect the8parties' obligations under state or federal law, including state or federal disability law.

Having reviewed the Settlement Agreement and the parties' briefing, the Court finds that
the Settlement Agreement is fair, reasonable, and adequate. Accordingly, the Court now
approves the Settlement Agreement executed by the parties and attached as Exhibit 1, which is
now incorporated in full into the Court's Order as though fully set forth herein. The Court shall
retain jurisdiction for a period of five years to enforce the terms of the Settlement Agreement.
Per the parties' agreement, the Court appoints Special Master Michele Martinez as the Monitor
of the Settlement Agreement to assist the Court in overseeing and enforcing this Agreement.

Plaintiffs' claims against the City only, as alleged in the First Amended and Supplemental Complaint, are hereby dismissed with prejudice as to the City only, subject to the Court's retention of jurisdiction as set forth in Exhibit 1. This Action shall proceed against the County and no claims alleged by Plaintiff Gary Whitter are dismissed by this Order. Except as expressly provided otherwise in the Settlement Agreement, Plaintiffs and the City shall bear their own fees and costs in this Action.

The Clerk shall serve this minute order on the parties.

DATED: June 14, 2022

plavid O. Carter

DAVID O. CARTER UNITED STATES DISTRICT JUDGE

Document 863-4 ID #:23790

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# Exhibit C

## Case 2:20-cv-02291-DOC-KES Alliance - Potential Project List Document 863-4 ID #:23791 Filed 02/20/25 Page 2 of 9 Page

As of 11/9/2022				Ready for			
				Occupancy			PSH/Interim
CD	Intervention Type	Project Type	Address / Location	Date	STATUS	Total Units	Units
			Panorama Inn				
6	PSH	Homekey 1	8209 Sepulveda Blvd.	09/30/2025	-	90	90
15	PSH	Llemekov 1	Travelodge 18600 Normandie Ave.	06/30/2024		40	40
15	PSH	Homekey 1	Woodman	00/30/2024	-	40	40
6	ІН	Homekey 1	9120 Woodman Ave.	10/01/2023	-	148	148
7	PSH	Homekey 2	10150 Hillhaven	12/20/2022	-	34	33
14	PSH	Homekey 2	1044 Soto	03/12/2023	-	85	84
6	PSH	Homekey 2	14949 Roscoe	01/15/2023	-	29	28
8	PSH	Homekey 2	1654 W Florence	05/01/2023	-	128	126
15	PSH	Homekey 2	18602 Vermont	06/01/2023	-	136	134
12	PSH	Homekey 2	19325 Londelius	06/01/2023	-	117	115
3	PSH	Homekey 2	20205 Ventura	06/01/2023	-	146	144
3	PSH	Homekey 2	21121 Vanowen	05/01/2023	-	101	99
13	PSH	Homekey 2	2812 Temple/ 916 Alvarado	06/01/2023	-	69	67
15			5050 Pico	11/30/2022	-	79	78
8	PSH	Homekey 2	6521 Brynhurst	11/14/2022	-	41	40
11	PSH	Homekey 2	6531 S Sepulveda	06/01/2023	-	133	131
1	PSH	Homekey 2	740 Alvarado	11/15/2022	-	80	79
6	PSH	Homekey 2	7639 Van Nuys	04/01/2023	-	35	34
4	PSH	Homekey 2	BLVD Hotel 2010 N. Highland	07/01/2023	-	62	61
TBD	PSH	Homekey 3 Sites	TBD	06/01/2024	-	300	300
4	IH	Interim Housing	Highland Gardens	11/08/2022	-	143	143
14	IH	Interim Housing (Pallet)	850 Mission St. & Jesse	02/01/2023	-	74 (114)	74
6	IH	Interim Housing (Pallet)	9710 San Fernando Rd.	12/01/2022	-	83 (161)	83
1	ін	Interim Housing (Pallet)	Northeast New Beginnings Community (Cypress Park) 499 San Fernando	03/15/2023	-	65 (130)	65
1	PSH	Non-Prop HHH	619 Westlake (fka Westlake 619) 619 S WESTLAKE AVE Los Angeles, CA 90057	05/15/2023	-	78	39
13	PSH	Non-Prop HHH	Alvarado Kent Apartments 707 N ALVARADO ST CA 90026	09/01/2024	-	80	40
6	6 PSH Non-		Corazon del Valle 14545 W LANARK ST CA 91402	10/23/2023	-	90	49
14	PSH	Non-Prop HHH	Crocker (Umeya) Apartments 411 S TOWNE AVE CA 90013	10/01/2025	-	173	87

## Case 2:20-cv-02291-DOC-KES Alliance - Potential Project List Document 863-4 ID #:23792 Filed 02/20/25 Page 3 of 9 Page

As of 11/9/2022	Intervention Type	Project Type	Address / Location	Ready for Occupancy Date	STATUS	Total Units	PSH/Interim Units
14	PSH	Non-Prop HHH	First Street North- B (Go For Broke- S 9p) 128 N JUDGE JOHN AISO ST CA 90012	01/01/2025	-	65	16
14	PSH	Non-Prop HHH	First Street North-A (Go For Broke Apt N-4p) 200 N JUDGE JOHN AISO ST CA 90012	12/01/2024	-	176	44
15	PSH	Non-Prop HHH	Jordan Downs Area H2B (Bridge) 2254 E 97TH ST CA 90002	01/01/2026	-	119	30
9	PSH	Non-Prop HHH	La Prensa Libre - 4% 210 E WASHINGTON BLVD Los Angeles, CA 90015	03/20/2023	-	63	25
14	PSH	Non-Prop HHH	LAMP Lodge 660 S STANFORD AVE Los Angeles, CA 90021	11/16/2022	-	82	81
13	PSH	Non-Prop HHH	Locke Lofts 316 N JUANITA AVE CA 90004	01/01/2026	-	150	145
6	PSH	Non-Prop HHH	Luna Vista Apartments 8767 N PARTHENIA PL 1-73 CA 91343	03/31/2024	-	73	36
1	PSH	Non-Prop HHH	Miramar Gold 1434 W MIRAMAR ST CA 90026	10/01/2024	-	94	47
13	PSH	Non-Prop HHH	Orange and DeLongpre Apartments 6914 W DE LONGPRE AVE HOLLYWOOD, CA 90028	12/01/2023	-	98	96
3	PSH	Non-Prop HHH	Palm Vista Apartments 20116 W SHERMAN WAY Winnetka, CA 91306	07/01/2023	-	91	44
9	PSH	Non-Prop HHH	Parkview Affordable Housing 4020 S COMPTON AVE CA 90011	02/01/2024	-	127	31
10	PSH	Non-Prop HHH	PATH Villas Montclair/Gramercy(Recap-Site 2 of 2) 3317 W WASHINGTON BLVD Los Angeles, CA 90018	10/22/2022	-	17	16
11	PSH	Non-Prop HHH	Red Tail Crossing (FKA Kite Crossing) 8333 S AIRPORT BLVD CA 90045	11/01/2024	-	40	102
10	PSH	Non-Prop HHH	The Arlington 3322 W WASHINGTON BLVD CA 90018	03/06/2024	-	20	20
1	PSH	Non-Prop HHH	Third Thyme 1435 W 3RD ST CA 90017	03/01/2025	-	104	52
11	PSH	Non-Prop HHH	Venice Dell (fka Reese Davidson Comm-Ph I-West) 2102 S PACIFIC AVE CA 90291	10/31/2024	-	63	31
8	PSH	Non-Prop HHH	Vermont Manchester Family Transit Priority Project 8500 S VERMONT AVE CA 90044	05/01/2025	-	118	45
6	PSH	Non-Prop HHH	Vista Terrace 8134 N VAN NUYS BLVD CA 91402	01/01/2026	-	102	24

## Case 2:20-cv-02291-DOC-KES Alliance - Potential Project List Document 863-4 ID #:23793 Filed 02/20/25 Page 4 of 9 Page

As of 11/9/2022	Intervention Type	Project Type	Address / Location	Ready for Occupancy Date	STATUS	Total Units	PSH/Interim Units
1	PSH	Non-Prop HHH	West Third Apartments 1900 W 3RD ST Los Angeles, CA 90057	12/01/2022	-	137	136
5	PSH	Prop HHH	11010 Santa Monica 11010 W SANTA MONICA BLVD Los Angeles, CA 90025	11/30/2022	-	51	50
2	PSH	Prop HHH	11604 Vanowen (fka The Mahalia) 11604 VANOWEN ST LOS ANGELES, CA 91605	10/25/2022	-	49	48
3	PSH	Prop HHH	18722 Sherman Way, L.P. 18722 W SHERMAN WAY CA 91335	08/31/2025	-	64	63
12	PSH	Prop HHH	21300 Devonshire 21300 W DEVONSHIRE ST CA 91311	08/31/2025	-	100	99
9	PSH	Prop HHH	4507 Main St. 4505 S MAIN ST Los Angeles, CA 90037	04/29/2024	-	61	31
14	PSH	Prop HHH	6th and San Julian 401 E 6TH ST Los Angeles, CA 90014	02/28/2023	-	94	93
14	PSH	Prop HHH	803 E. 5th St 803 E 5TH ST Los Angeles, CA 90013	10/30/2023	-	95	94
10	PSH	Prop HHH	Adams Terrace 4314 W ADAMS BLVD Los Angeles, CA 90018	11/03/2022	-	48	21
10	PSH	Prop HHH	Amani Apartments (fka Pico) 4200 W PICO BLVD Los Angeles, CA 90019	11/29/2022	-	54	53
13	PSH	Prop HHH	Ambrose (fka 1615 Montana St.) 1611 W MONTANA ST Los Angeles, CA 90026	01/15/2023	-	64	63
8	PSH	Prop HHH	Ambrosia Apartments 800 W 85TH ST Los Angeles, CA 90044	12/31/2024	-	90	80
8	PSH	Prop HHH	Asante Apartments 11001 S BROADWAY Los Angeles, CA 90061	06/30/2023	-	55	54
15	PSH	Prop HHH	Avalon 1355 1355 N AVALON BLVD CA 90744	02/09/2024	-	54	53
15	PSH	Prop HHH	Beacon Landing (fka Beacon PSH) 319 N BEACON ST SAN PEDRO, CA 90731	06/30/2023	-	89	88
10	PSH	Prop HHH	Berendo Sage 1035 S BERENDO ST LOS ANGELES, CA 90006	11/08/2022	-	42	21
9	9 PSH		Broadway Apartments 301 W 49TH ST 1-30 LOS ANGELES, CA 90037	12/01/2022	-	35	34
1	PSH	Prop HHH	Bryson II 2721 WILSHIRE BLVD LOS ANGELES, CA 90057	04/03/2023	-	64	33

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As of 11/9/2022	Intervention Type	Project Type	Address / Location	Ready for Occupancy Date	STATUS	Total Units	PSH/Interim Units
11	PSH	Prop HHH	Building 205 11301 WILSHIRE BLVD Los Angeles, CA 90073	12/01/2022	-	68	67
11	PSH	Prop HHH	Building 208 11301 WILSHIRE BLVD #208 LOS ANGELES, CA 90073	01/07/2023	-	54	53
9	PSH	Prop HHH	Central Apartments 2106 S CENTRAL AVE Los Angeles, CA 90011	07/26/2024	-	57	56
14	PSH	Prop HHH	Chavez Gardens (fka Chavez and Fickett) 338 N MATHEWS ST Los Angeles, CA 90033	12/31/2025	-	60	30
14	PSH	Prop HHH	Colorado East 2451 W COLORADO BLVD Los Angeles, CA 90041	12/31/2022	-	41	20
2	PSH	Prop HHH	Confianza 14142 W VANOWEN ST VAN NUYS, CA 91405	10/31/2024	-	64	63
8	PSH	Prop HHH	Depot at Hyde Park 6527 S CRENSHAW BLVD Los Angeles, CA 90043	12/31/2022	-	43	33
1	PSH	Prop HHH	Firmin Court 418 N FIRMIN ST Los Angeles, CA 90026	11/30/2022	-	64	45
1	PSH	Prop HHH	Grandview Apartments 714 S GRAND VIEW ST Los Angeles, CA 90057	05/19/2025	-	100	54
14	PSH	Prop HHH	Hope on 6th 576 W 6TH ST SAN PEDRO, CA 90731	12/31/2025	-	49	31
9	PSH	Prop HHH	Hope on Broadway 5138 S BROADWAY Los Angeles, CA 90037	10/25/2022	-	49	48
8	PSH	Prop HHH	Hope on Hyde Park - MP/TOC/PSH 6501 S CRENSHAW BLVD Los Angeles, CA 90043	01/30/2023	-	98	97
1	PSH	Prop HHH	Ingraham Villa Apartments 1218 INGRAHAM ST LOS ANGELES, CA 90017	12/15/2022	-	121	90
8	PSH	Prop HHH	Isla de Los Angeles 283 W IMPERIAL HWY Los Angeles, CA 90061	12/14/2022	-	54	53
14	PSH	Prop HHH	La Guadalupe (fka First and Boyle) 100 S BOYLE AVE Los Angeles, CA 90033	08/30/2024	-	44	43
14	14 PSH Prop HHH		La Veranda 2420 E CESAR E CHAVEZ AVE Los Angeles, CA 90033	08/01/2023	-	77	38
15	15 PSH Prop		Lagoon (fka PSH 3) 728 N LAGOON AVE Wilmington, CA 90744	10/15/2025	-	35	34
14	PSH	Prop HHH	Lorena Plaza 3401 E 1ST ST Los Angeles, CA 90063	12/15/2023	-	49	32

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As of 11/9/2022				Ready for Occupancy			PSH/Interim
CD	Intervention Type	Project Type	Address / Location	Date	STATUS	Total Units	Units
14	PSH	Prop HHH	Los Lirios Apartments 119 S SOTO ST Los Angeles, CA 90033	09/01/2023	-	64	20
12	PSH	Prop HHH	Lumina (fka Topanga Apartments) 10243 N TOPANGA CANYON BLVD Chatsworth, CA 91311	12/31/2023	-	55	54
9	PSH	Prop HHH	Main Street Apartments 5501 S MAIN ST Los Angeles, CA 90037	09/01/2023	-	57	56
9	PSH	Prop HHH	Marcella Gardens (68th & Main St.) 6722 S MAIN ST Los Angeles, CA 90003	12/31/2022	-	60	59
10	PSH	Prop HHH	Mariposa Lily 1055 S MARIPOSA AVE Los Angeles, CA 90006	03/03/2023	-	41	20
10	PSH	Prop HHH	McDaniel House (fka South Harvard) 1049 1/2 S HARVARD BLVD Los Angeles, CA 90006	09/01/2023	-	47	46
13	PSH	Prop HHH	Montecito II Senior Housing 6668 W FRANKLIN AVE HOLLYWOOD, CA 90028	11/30/2024	-	64	32
13	PSH	Prop HHH	Montesquieu Manor 316 N JUANITA AVE CA 90004	09/01/2023	-	53	20
6	PSH	Prop HHH	My Angel (fka The Angel) 8547 N SEPULVEDA BLVD North Hills, CA 91343	03/07/2024	-	54	53
10	PSH	Prop HHH	New Hampshire PSH 701 S NEW HAMPSHIRE AVE Los Angeles, CA 90005	08/25/2025	-	95	93
2	PSH	Prop HHH	NoHo 5050 5050 N BAKMAN AVE North Hollywood, CA 91601	02/01/2024	-	40	32
8	PSH	Prop HHH	Normandie 84 8401 S NORMANDIE AVE Los Angeles, CA 90044	12/31/2025	-	42	34
1	PSH	Prop HHH	Oak Apartments (fka 2745-2759 Francis Ave) 2745 W FRANCIS AVE Los Angeles, CA 90005	04/15/2024	-	64	63
6	PSH	Prop HHH	Oatsie's Place (fka Sherman Way) 16015 W SHERMAN WAY VAN NUYS, CA 91406	04/01/2023	-	46	45
13	PSH	Prop HHH	PATH Villas Hollywood 5627 W FERNWOOD AVE HOLLYWOOD, CA 90028	11/10/2022	-	60	59
5	PSH	Prop HHH	Pointe on La Brea 849 N LA BREA AVE CA 90038	07/07/2023	-	50	49
3	3 PSH Prop HH		Reseda Theater Senior Housing (Canby Woods West) 7221 N CANBY AVE Reseda, CA 91335	11/30/2022	-	26	13
8	PSH	Prop HHH	RETHINK Housing 62nd (fka 1408 W. 62nd Street) 1408 W 62ND ST Los Angeles, CA 90047	08/31/2025	-	27	26

## Case 2:20-cv-02291-DOC-KES Alliance - Potential Project List Document 863-4 ID #:23796 Filed 02/20/25 Page 7 of 9 Page

As of 11/9/2022	Intervention Type	Project Type	Address / Location	Ready for Occupancy Date	STATUS	Total Units	PSH/Interim Units
9	PSH	Prop HHH	RETHINK Housing Figueroa 5900 S FIGUEROA ST Los Angeles, CA 90003	08/31/2025	-	42	41
13	PSH	Prop HHH	RETHINK Housing Westlake 405 N WESTLAKE AVE Los Angeles, CA 90026	08/31/2025	-	19	18
13	PSH	Prop HHH	Rousseau Residences 316 N JUANITA AVE Los Angeles, CA 90004	03/07/2024	-	52	51
9	PSH	Prop HHH	Ruth Teague Homes (fka 67th & Main) 6706 S MAIN ST Los Angeles, CA 90003	03/01/2023	-	52	26
15	PSH	Prop HHH	SagePointe (fka Deepwater) 1435 N EUBANK AVE LOS ANGELES, CA 90744	01/04/2024	-	56	55
13	PSH	Prop HHH	Santa Monica & Vermont Apartments (Phases 1 & 2) 4718 W SANTA MONICA BLVD Los Angeles, CA 90029	02/07/2024	-	187	94
10	PSH	Prop HHH	Serenity (fka 923-937 Kenmore Ave) 923 S KENMORE AVE Los Angeles, CA 90006	02/15/2023	-	75	74
4	PSH	Prop HHH	Sherman Oaks Senior Housing 14536 W BURBANK BLVD VAN NUYS, CA 91411	05/17/2023	-	55	54
7	PSH	Prop HHH	Silva Crossing (fka Link at Sylmar) 12667 SAN FERNANDO ROAD Sylmar, CA 91342	10/11/2022	-	56	55
8	PSH	Prop HHH	SOLA at 87th 8707 S WESTERN AVE Los Angeles, CA 90047	12/31/2025	-	160	51
10	PSH	Prop HHH	Solaris Apartments (fka 1141-1145 Crenshaw Blvd) 1141 S CRENSHAW BLVD Los Angeles, CA 90019	07/07/2023	-	43	42
8	PSH	Prop HHH	Southside Seniors 1655 W MANCHESTER AVE Los Angeles, CA 90047	07/06/2024	-	50	36
2	PSH	Prop HHH	Studio 6 Motel (fka Sherman Way Apts Preservation) 13561 W SHERMAN WAY 1-58 Van Nuys, CA 91405	04/15/2026	-	56	55
7	PSH	Prop HHH	Summit View Apartments 11800 W KAGEL CANYON ST Sylmar, CA 91342	12/15/2022	-	49	48
2	PSH	Prop HHH	Sun Commons 6329 N CLYBOURN AVE North Hollywood, CA 91606	01/19/2023	-	103	51
6	PSH	Prop HHH	Sun King Apartments 9190 N TELFAIR AVE LOS ANGELES, CA 91352	05/18/2023	-	26	25
6	6 PSH		Talisa (fka 9502 Van Nuys Blvd) 9502 N VAN NUYS BLVD Panorama City, CA 91402	01/01/2023	-	49	48
11	PSH	Prop HHH	Thatcher Yard Housing 3233 S THATCHER AVE Marina Del Rey, CA 90292	07/31/2024	-	98	39

## Case 2:20-cv-02291-DOC-KES Alliance - Potential Project List Document 863-4 ID #:23797 Filed 02/20/25 Page 8 of 9 Page

As of 11/9/2022 CD	Intervention Type	Project Type	Address / Location	Ready for Occupancy Date	STATUS	Total Units	PSH/Interim Units
15	PSH	Prop HHH	The Banning (aka 841 N Banning) 841 N BANNING BLVD Wilmington, CA 90744	12/20/2023	-	64	58
14	PSH	Prop HHH	The Brine Residential 3016 N NORTH MAIN ST Los Angeles, CA 90031	11/15/2023	-	97	49
11	PSH	Prop HHH	The Iris (fka Barry Apartments) 2444 S BARRY AVE CA 90064	03/07/2024	-	61	34
11	PSH	Prop HHH	The Journey (FKA Lincoln Apartments) 2467 S LINCOLN BLVD Venice, CA 90291	03/07/2024	-	40	39
1	PSH	Prop HHH	The Lake House (fka Westlake Housing) 437 S WESTLAKE AVE Los Angeles, CA 90057	09/01/2023	-	63	62
6	PSH	Prop HHH	The Main 15302 W RAYEN ST North Hills, CA 91343	07/15/2026	-	64	33
6	PSH	Prop HHH	The Palm Tree Motel (fka Sepulveda Apts Pres.) 8428 N SEPULVEDA BLVD North Hills, CA 91343	07/15/2026	-	76	75
1	PSH	Prop HHH	The Quincy (fka 2652 Pico) 2652 W PICO BLVD Los Angeles, CA 90006	11/04/2023	-	54	53
6	PSH	Prop HHH	The Rigby 15314 W RAYEN ST North Hills, CA 91343	12/31/2025	-	64	33
13	PSH	Prop HHH	The Wilcox (fka 4906-4926 Santa Monica) 4912 W SANTA MONICA BLVD Los Angeles, CA 90029	11/04/2023	-	62	61
11	PSH	Prop HHH	VA Building 207 11301 WILSHIRE BLVD #207 Los Angeles, CA 90025	01/31/2023	-	60	59
10	PSH	Prop HHH	Vermont Corridor Apartments (fka 433 Vermont Apts) 433 S VERMONT AVE Los Angeles, CA 90020	12/15/2022	_	72	36
8	PSH	Prop HHH	Vermont Manchester Senior 8400 S VERMONT AVE Los Angeles, CA 90044	06/01/2024	-	62	45
13	PSH	Prop HHH	Voltaire Villas (Enlightenment Plaza Ph III) 316 N JUANITA AVE Los Angeles, CA 90004	07/06/2024	-	72	71
10	PSH	Prop HHH	Washington Arts Collective 4615 W WASHINGTON BLVD Los Angeles, CA 90016	11/10/2023	-	56	20
15	PSH	Prop HHH	Watts Works 9500 S COMPTON AVE Los Angeles, CA 90002	11/30/2022	-	25	24
14	PSH	Prop HHH	Weingart Tower 1B - HHH PSH 554 S SAN PEDRO ST Los Angeles, CA 90013	05/15/2024	-	104	83
14	PSH	Prop HHH	Weingart Tower A-134 (fkaWeingart Tower HHH PSH1A) 555 S CROCKER ST CA 90013	12/31/2023	-	134	133

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				Ready for Occupancy			PSH/Interim
CD	Intervention Type	Project Type	Address / Location	Date	STATUS	Total Units	Units
14	PSH	Prop HHH	Weingart Tower A-144 Lower (fkaWeingart TowerII1A) 555 S CROCKER ST CA 90013	12/31/2023	-	144	142
15	PSH	Prop HHH	West Anaheim PSH (fka PSH 5) 828 W ANAHEIM ST Wilmington, CA 90744	10/25/2025	-	50	49
8	PSH	Prop HHH	West Terrace (fka Silver Star II) 6576 S WEST BLVD LOS ANGELES, CA 90043	12/15/2022	-	64	56
15	PSH	Prop HHH	Western Landing 25820 S WESTERN AVE CA 90710	11/04/2024	-	81	80
14	PSH	Prop HHH	Whittier HHH (fka Whittier PSH) 3554 E WHITTIER BLVD Los Angeles, CA 90023	10/01/2023	-	64	63
	21	Rapid Rehousing/Shared		0.0 /0.0 /0.000		20	
3	Other	Housing	Scattered Sites - SHARE!	06/30/2023	-	30	30

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# Exhibit D

# Case 2:20-cv-02291-DOC-KES

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ROADMAP		ANCE MILES		ES																										
Roadmap Interventions	Council				FY 202	2-23				FY 202	3-24				FY 20	24-25				FY 20	25-26				FY 20	26-27				Current
Open and Occupiable (1)	District		Q1	Q2	Q3	Q4	FY Total	Q1	Q2	Q3	Q4	FY Total	Q1	Q2	Q3	Q4	FY Total	Q1	Q2	Q3	Q4	FY Total	Q1	Q2	Q3	Q4	FY Total	Overall Total	Goal	Delta
1,461	All CDs																													
106	1	-	0	350	65	72	487	62	53	0	63	178	0	47	52	54	153	0	0	0	142	142	0	0	0	143	143	1,103	1,103	-285
		Interim Housing	0	0	65	0	65	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	65		
		Permanent Housing	0	350	0	72	422	62	53	0	63	178	0	47	52	54	153	0	0	0	0	0	0	0	0	0	0	753		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
610	2	-	0	48	51	0	99	0	0	32	0	32	0	63	0	0	63	0	0	0	147	147	0	0	0	93	93	434	434	-185
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	48	51	0	99	0	0	32	0	32	0	63	0	0	63	0	0	0	55	55	0	0	0	0	0	249		l l
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
274	3		0	13	0	273	286	44	0	0	0	44	0	0	0	0	0	63	0	0	44	107	0	0	0	44	44	481	481	-88
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	13	0	243	256	44	0	0	0	44	0	0	0	0	0	63	0	0	0	63	0	0	0	0	0	363		
		Other Interventions (2)	0	0	0	30	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30		
287	4	•	0	143	0	54	197	61	0	0	0	61	0	0	0	100	100	0	0	0	21	21	0	0	0	21	21	400	400	-142
		Interim Housing	0	143	0	0	143	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	143		
		Permanent Housing	0	0	0	54	54	61	0	0	0	61	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	115		1
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
81	5	-	0	50	0	0	50	49	0	0	0	49	0	0	0	0	0	0	0	0	107	107	0	0	0	108	108	314	314	-215
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	50	0	0	50	49	0	0	0	49	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	99		1
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
609	6	•	0	83	76	104	263	0	197	89	0	286	0	0	0	0	0	90	33	24	0	147	108	0	0	0	108	804	730	74
		Interim Housing	0	83	0	0	83	0	148	0	0	148	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	231		
		Permanent Housing	0	0	76	104	180	0	49	89	0	138	0	0	0	0	0	90	33	24	0	147	108	0	0	0	108	573		
	_	Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	704	645
86	7		0	136	0	0	136	0	0	0	0	0	0	0	0	0	0	0	0	0	322	322	0	0	0	323	323	781	781	-645
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	136	0	0	136 0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	136 0		
82	8	Other Interventions (2)	0	182	97	180	459	0	0	0	45	45	36	80	0	45	161	26	85	0	0	111	0	0	0	0	0	776	574	202
82	0	-	0				459					45					0				0	0				0	0		5/4	202
		Interim Housing		0	0	0	459	0	0	0	0	45	0	0	0	0	161	0	0	0	0	111	0	0	0	0	0	0		
		Permanent Housing Other Interventions (2)	0	182	97 0	180 0	455	0	0	0	45 0	45	36 0	80 0	0	45 0	0	26 0	85 0	0	0	0	0	0	0	0	0	776		
420	9	Other Interventions (2)	0	141	51	0	192	56	0	31	31	118	56	0	0	100	156	41	0	0	498	539	0	0	0	499	499	1,504	1,504	-1,097
-120		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	.,	.,
		Permanent Housing	0	141	51	0	192	56	0	31	31	118	56	0	0	0	56	41	0	0	0	41	0	0	0	0	0	407		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
160	10	-	0	147	94	0	241	88	20	20	0	128	0	0	0	0	0	93	0	0	65	158	0	0	0	65	65	592	592	-130
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	147	94	0	241	88	20	20	0	128	0	0	0	0	0	93	0	0	0	93	0	0	0	0	0	462		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		1
136	11	-	0	67	112	131	310	0	0	73	0	73	39	133	0	0	172	0	0	0	89	89	0	0	0	90	90	734	734	-179
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		1
		Permanent Housing	0	67	112	131	310	0	0	73	0	73	39	133	0	0	172	0	0	0	0	0	0	0	0	0	0	555		1
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
202	12		0	0	0	115	115	0	54	0	0	54	0	0	0	100	100	99	0	0	27	126	0	0	0	27	27	422	422	-154
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		1
		Permanent Housing	0	0	0	115	115	0	54	0	0	54	0	0	0	0	0	99	0	0	0	99	0	0	0	0	0	268		1
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		L
355	13	-	0	59		67	189		157	145	0	322	111		0	0	143	18		145		267	0	0	0	105	105	1,026	1,026	-209
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	59	63	67	189	20	157	145	0	322	111	32	0	0	143	18	0	145	0	163	0	0	0	0	0	817		1
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
1,360	14		0	101		0	352	58		0	83	654	43		16	0	103	0	148	0	810	958	0	0	0	811	811	2,878	2,878	-1,621
		Interim Housing	0	0	74	0	74	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	74		1
		Permanent Housing	0	101	177	0	278	58	513	0	83	654	43	44	16	0	103	0	148	0	0	148	0	0	0	0	0	1183		l
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	001	-
277	15	•	0	102		222	324	0		108	40	206	0	80	0	0	80	0		30	104	217	0		0	104	104	931	931	-208
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		1
		Permanent Housing	0	102	0	222	324	0	58	108	40	206	0	80	0	0	80	0	83	30	0	113	0	0	0	0	0	723		1
0.555		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0 2,541	0	12,904	5 450
6,506	Totals		0	1,622	860	1,218	3,700	438	1,052	498	262	2,250	285	479	68	399	1,231	430	349	199	2,480	3,458	108	0	0	2,433	2,541	13,180	12,904	-5,158

(1) Number reported under "All CDs" represents the point-in-time number of Rapid Rehousing/Shared Housing slots in use as of 9/30/2022 out of 2,000 slots funded by the City under the Roadmap agreement (2) Other Interventions may include rental assistance/rapid rehousing; family reunification; safe parking; safe sleeping/camping

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# Exhibit E

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# **Encampment Engagement, Cleaning, and Resolution**

The City has a multi-pronged approach to addressing homelessness. This includes encampment engagement, cleaning, and connection to services and housing. This approach is centered on moving unsheltered individuals from encampments to interim housing to permanent, stable and supportive housing. The City uses multiple resources in coordination with the County to engage in outreach through Homeless Engagement Teams funded through LAHSA, City Intervention/Outreach teams, multidisciplinary teams, and street medicine teams. This comprehensive approach allows the City to address the needs of people experiencing homelessness in a holistic way.

# Homeless Engagement Teams (HETs): General, CARE, and CARE+

The primary focus of the HETs is to undertake targeted engagement efforts that focus on moving unsheltered residents experiencing homelessness into crisis, bridge and/or permanent housing utilizing a housing-first orientation with minimum eligibility criteria. The City currently funds 41 two-person outreach teams through LAHSA:

- 15 teams are focused on supporting CARE+ operations for each Council District;
- 13 teams are dedicated to provide outreach services for CARE citywide;
- 10 general outreach teams are deployed to targeted areas identified based on priorities from Council offices, the general public, and service requests from lahop.org; and
- 3 teams are assigned to specific geographic locations that cover Hollywood, the area surrounding City Hall, and the Broadway/110 corridor.

# Homeless Engagement Teams (Operation Healthy Streets)

Two teams are linked with the CARE+ team in the Skid Row area. The teams consist of three dedicated outreach workers and one additional outreach worker leveraged from a general LAHSA HET outreach team. The team provides outreach services and support as LASAN provides clean ups and regular sanitation services through CARE+ operations. The teams also assist in providing outreach and notification prior to cleaning of a specific area.

# Skid Row Homeless Engagement Teams

The Skid Row HETs provide two two-person teams assigned to the Skid Row area for street engagement. Skid Row HETs are displayed within the Skid Row area that include at least one bilingual HET staff member. These additional teams are meant to expand

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# **Encampment Engagement, Cleaning, and Resolution**

the existing capacity of outreach in the Skid Row area of the C3 and MDT and other outreach efforts happening within the area.

# Homeless Engagement Team (C3 Partnership)

The C3 (City + County + Community) is a partnership designed to systematically engage people living on the streets of Skid Row and help them regain their health and housing stability. This outreach team provides street engagement, immediate access to needed resources including but not limited to: interim housing, urgent care, primary care, mental health and substance abuse services, and expenditure linkage to permanent supportive housing services.

# Roadmap Outreach Teams

To support the City's Homelessness Roadmap efforts,15 outreach teams are provided across the City, one per Council District. These teams are focused on encampments and people experiencing homelessness within five hundred (500) feet of all freeway overpasses, underpasses, on-ramps, and off-ramps. These teams work closely with relevant City partners to prioritize their targeted population for new housing interventions being funded through the City's Homelessness Roadmap. Similar to the Homeless Engagement Teams, the Roadmap Outreach Teams prioritize linking targeted engagement efforts into new and existing Crisis, Bridge and / or Permanent Housing units.

The following activities are associated with all City-funded HET and Roadmap teams:

- Proactive outreach including:
  - Completion of Assessments, IH housing placements, document collection & support, resource & referrals, connection to mainstream benefits
- Coordination with Council Offices for selection of prioritized encampments and deployment of outreach teams
- Housing Navigation Activities
  - Completion of housing and subsidy applications
  - Identify suitable permanent housing choices for clients, such as Section 8 subsidized housing, Shelter Plus Care, VASH, permanent supportive housing, inexpensive and market rate homes, Shared Housing, and other housing possibilities.
- Document Readiness (collection of ID's and Social Security cards for unsheltered PEH)
- Winter Shelter response

# Encampment Engagement, Cleaning, and Resolution

- Operate helpline and triage for elected offices and outreach to support PEH with motel vouchers during periods of activation (largely supported by R&R and HET)
- Streamlined coordination with Veterans Administration verification of eligibility & connection to benefits and housing resources
- Respond to LAHOP (Homeless Outreach Portal) requests
- Respond to urgent requests from elected offices and City departments.
- Direct access to DPSS for client documentation & support
- Oversight of Outreach Coordination & direct access to specialized outreach teams (MDT/HOME)
- LAPD Response
- Client Transportation
- Resource identification
- Weekly Care Coordination
- Support Interim Housing (IH) with challenging clients (especially during site demobilization)
- Support with Connect Days, Housing Fairs
- Encampment resolutions
- Vehicle Dwelling Operations
- Support providers/ R&R with outreach and consistent connection to motel vouchered clients and families (Family Solution Center clients mostly)
- Emergency & Natural Disaster Response: (Approximately 2-3 monthly, increased needs of support during:
  - Weather, Fires, High Heat, Excessive Rain, Flood Warnings along LA River, Basins & Washes (All Flood Channels)
  - Other Emergencies Building Fires, Support for Undocumented PEH, Participant in the coordination of care and triaging for migrant busses (including short term lodging & transportation)

# City Intervention/Outreach Teams

In Fiscal Year (FY) 2023-24 the City has funded 13 intervention teams to be trained and deployed in support of encampment resolution. The City's approach is detailed in the "Encampment Resolution" section below.

# Multi-Disciplinary Teams (MDTs)

The City currently funds multi-disciplinary teams in six Council districts (one team per Council district). These teams provide specialized outreach that combines medical,

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### **Encampment Engagement, Cleaning, and Resolution**

mental health, substance abuse, and lived-experience to have a comprehensive, integrated approach to outreach.

### Street Medicine Program

The City also funds the USC Street Medicine Program delivers full service primary care on the street, which includes treatment for acute and chronic disease, preventative medicine, treatment for psychiatric conditions, and substance use disorders.

### Crisis and Incident Response through Community-Led Engagement (CIRCLE)

CIRCLE is an unarmed 9-1-1 diversion program that deploys trained civilian teams to address non-urgent calls related to individuals experiencing homelessness and followup support to connect individuals to services. CIRCLE aims to disrupt the reciprocal relationship between homelessness and the criminal justice system by addressing nonviolent incidents related to unhoused individuals and creating positive outcomes through connections to services. The program has five operating areas: Hollywood, Downtown, Venice, Northeast Valley, and South LA. Each area has a 24/7 Response Team that consists of a supervisor and outreach worker with lived experience. The work of the Response Teams in each area is supported by a mental health counselor and an outreach team that conducts follow-up engagement and case management five days a week. CIRCLE teams are equipped with vehicles and supplies, including water, snacks, clothing, and Narcan to reverse opioid overdoses.

### Vehicle Dwelling Operations

In response to the lifting of the City's Parking Enforcement Moratorium, the Office of the City Administrative Officer (CAO), along with all relevant partners, worked to create a comprehensive approach to address Vehicle Dwellings and connect people experiencing vehicular homelessness to appropriate resources and to ensure the health and safety of our public streets.

Council offices contact the CAO's Regional Outreach Coordinator (ROC) team with vehicle dwelling priority locations. The ROC will request LADOT, LAPD, WPD, LASAN to assess the vehicles at the location and report back on any violations which may require immediate attention. The ROC schedules a meeting with all partners to discuss the location and determine next steps.

Between May 2022 and September 2023, a total of 167 Vehicle Dwelling Operations have been completed, and 49 persons experiencing homelessness have been housed.

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### **Encampment Engagement, Cleaning, and Resolution**

### Encampment Cleaning: CARE and CARE+ Teams

The Comprehensive Cleaning and Rapid Engagement (CARE/CARE+) teams conduct citywide encampment clean-ups along with trash, litter/debris, and health hazard and/or safety hazard removal on the City's public rights-of-way. The primary mission of the CARE and CARE+ teams is to deliver services to the individuals experiencing homelessness within their service areas. These services are deployed in coordination with other supportive outreach services provided by the City. 15 LAHSA HET teams are focused on supporting CARE+ operations for each Council District, and 13 teams are dedicated to provide outreach services for CARE citywide. In addition, two teams are linked with the CARE+ team in the Skid Row area.

CARE teams seek L.A.M.C. 56.11 compliance and provide spot cleaning services; health hazard and/or safety hazard identification, documentation, and removal; and trash, litter, and debris removal. These teams provide day-to-day maintenance to achieve safe and clean public rights-of-way. CARE+ teams provide full comprehensive cleanings including the identification, documentation, and removal of line-of-sight health and/or safety hazards; the removal of trash, litter, and debris; and the power washing of public rights-of-way to ensure fully sanitized areas for public safety.

CARE/CARE+ teams are deployed across three main assignments:

- A Bridge Home Special Enforcement Cleaning Zones (ABH SECZs).
   CARE+ services are provided to each ABH SECZ once per week, and CARE services are provided to each ABH SECZ twice per week.
- Focused Service Zones (FSZ):
   FSZs are specific high-need regions that require consistent, recurring, and dedicated services. These include the following:
  - Operation Healthy Streets (OHS) Skid Row. CARE+ services are provided daily, Monday through Friday. This area is divided into zones that receive services once every two weeks on a rotating schedule.
  - Operation Healthy Streets (OHS) Ocean Front Walk in Venice Beach.
     CARE+ services are provided once per week.
  - Grand Ave/110 Fwy Corridor (Grand Ave). CARE+ services are provided five days per week.
- Citywide CARE+ Services:

In each Council District, CARE+ services are provided twice per week and CARE services are provided approximately three times per week. Locations are determined by Council District staff. Note that there may be additional CARE+

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### **Encampment Engagement, Cleaning, and Resolution**

operations in each Council District if there is one or more A Bridge Home Special Enforcement Cleaning Zones or Focused Service Zones.

### **Encampment Resolution**

The City uses the following general process for encampment resolution

### Selection

Encampments are identified for potential resolution through several avenues:

- 1. Council Office priorities
- 2. Encampments identified by the City's Field Intervention Teams
- 3. Notification by stakeholders in the community churches, community organizations, schools, businesses, and residents may identify an encampment

Encampment prioritization is evaluated based on the availability of housing resources and the severity of the encampment.

Housing availability: In order to resolve an encampment, the City must ensure there are beds available to match with encampment residents and that service providers have the capacity to provide case management and other services.

Severity of the encampment: The City takes several data points into account to evaluate encampments, including data from 311 calls as well as emergency requests for police, fire, or medical service.

### Approach to Engagement

The City's Field Intervention Teams conduct outreach across the City. A large part of this engagement work is to mobilize existing outreach, including:

- Service provider outreach teams
- LAHSA Homeless Engagement Teams (HET)
- Street Medicine engagement teams (if applicable)
- Council Office designated homelessness outreach teams (if applicable)

In preparing for an encampment resolution operation, the Field Intervention Teams work with various outreach teams to collectively engage in case conferencing and coordination to ensure a complete picture of the historical knowledge and context of the

### Encampment Engagement, Cleaning, and Resolution

area and the people experiencing homelessness (PEH) living there. The teams work to create a unified list so that support is inclusive of the entire footprint of the encampment.

The County's involvement is one of a valued collaborator. The County provides services through its departments, including the Department of Mental Health, the Department of Health Services, and the Department of Public Social Services. They assist with the coordination of multidisciplinary teams to support the wide range of acuity amongst PEH in the encampment. Additionally, when the City prepares to resolve an encampment on adjacent City/County property, the County will activate further County departments that can support the operation.

Service Providers are not only instrumental to effective outreach and engagement, but are also the providers of case management as participants are housed. Prior to an encampment resolution, a contracted provider will activate their outreach and multidisciplinary teams if they have one (not all Service Providers have a multidisciplinary team, which is an important point for County support). Once a participant is in interim housing, service providers are tasked with case management, meal provision, document readiness, and sometimes housing navigation (sometimes additional providers are brought in for this).

City departments, including the Department of Transportation (DOT), Los Angeles Department of Sanitation (LASAN), and the Los Angeles Police Department (LAPD), are also important partners in the successful realization of encampment resolution operations.

DOT provides buses to transport participants from the encampment to their interim housing. They also coordinate parking enforcement to assist with road closures to ensure a safe street for encampment residents and the teams in the field.

LASAN documents voluntary surrender of any belongings not going to the interim housing site, inspects for biohazards, clears all surrendered belongings, and power-washes the area (see CARE/CARE+ section above).

While the City's trauma-informed approach means LAPD is not actively engaging in outreach, LAPD personnel are always fully briefed and on standby in the area to assist in any cases of violence or criminal activity. LAPD acts as a protective layer to ensure the safety of the PEH in the encampments as well as the safety of the teams in the field.

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### Encampment Engagement, Cleaning, and Resolution

### Goals and Milestones

From December 20, 2022 through September 26, 2023, encampment resolutions have occurred at 26 locations and over 1,600 people have been brought into interim housing from the streets. The City's overarching goal is a Citywide approach, addressing encampments through lenses of equity and need across Council Districts.

General goals for encampment engagement, cleaning, and reduction include:

- Reduce the loss of life of people experiencing homelessness across the City
- Increase access to mental health and substance abuse treatment (provided by County) for those living in encampments
- Eliminate street encampments, including RV encampments
- Promote long term housing stability for people experiencing homelessness
- Enhance the safety and hygiene of neighborhoods for all residents, businesses and neighbors

### Additional Information

The City continues to work with the federal and state government and apply for homelessness funding (including encampment resolution grants). In addition, the City has been working with LAHSA who has now developed a dashboard and report on Los Angeles City Housing and Homeless Engagement which provides detailed homeless and housing data across the City and by Council District.

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# Exhibit F

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Document 863-7 ID #:23811

**REPORT** FROM

### OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: December 26, 2024

CAO File No. 0220-06083-0035 Council File No. 22-1545 Council District: All Districts

To: The City Council

From: Matthew W. Szabo, City Administrative Officer 🖌

Reference: Homelessness Emergency Account

Subject: HOMELESSNESS EMERGENCY ACCOUNT - GENERAL CITY PURPOSES FUND TWENTY-SECOND STATUS REPORT (C.F 22-1545) AS OF SATURDAY, NOVEMBER 30, 2024 AND FUNDING RECOMMENDATIONS

### SUMMARY

On January 18, 2023, the City Council and Mayor approved the motion (C.F. 23-0033) to establish the Homelessness Emergency Account (HEA) to address the City's homelessness crisis. As part of the FY 2023-24 budget, approved funding for the Inside Safe Program was divided into two separate accounts: the HEA and the Inside Safe Reserve Account. Regular reporting, with expanded reporting requirements, is required to authorize spending from the HEA, as approved during the FY 2024-25 budget, and is necessary to transfer funds from the Inside Safe Reserve Account to the HEA. This is the twenty-second status report and sixth report under the new report format.

### RECOMMENDATION

Note and File.

### BACKGROUND

On January 18, 2023, the City Council and Mayor approved the motion (C.F. 23-0033) to establish the Homelessness Emergency Account (HEA) to address the City's homelessness crisis and approved the transfer of \$23,462,698.25 from the COVID-19 Emergency Response account and \$26,537,301.75 from the Additional Homeless Services - General City Purposes account for a total of \$50,000,000. The City Council and Mayor also authorized the City Administrative Officer to spend the funds as directed by the Mayor, and to provide reports to Council on the expenses incurred and purposes for which the funds were used.

During the annual budget process for FY 2023-24, the Council and Mayor approved a

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\$1.3 billion budget for homeless-related expenditures, of which \$250 million in funding was allocated to continue implementation of the Inside Safe Initiative. An initial allocation of \$65.7 million was appropriated at the beginning of the fiscal year to the HEA with the remaining balance appropriated to the Inside Safe Reserve Fund account. If the available uncommitted balance in the HEA dropped below \$25 million during the fiscal year, the CAO was instructed to provide a memo to the Mayor, Council, and Controller requesting the Controller to effectuate a transfer within 10 calendar days of receipt. A transfer of \$25 million from the Inside Safe Reserve Fund account would be completed until the \$184.3 million had been allocated to the HEA. The Council could change this transfer instruction with a majority vote, subject to the Mayor's veto. Regular reporting was required to continue the automatic transfer of funds from the Inside Safe Reserve Fund account for FY 2023-24, which was completed.

On January 25, 2024, a motion (Blumenfield/Raman, Krekorian/Rodriguez) was approved by Council and Mayor to amend the budget instructions to direct that the City Administrative Officer (CAO) provide written notification to the Mayor, Council and Controller any time the balance of the Homelessness Emergency Account was anticipated to be reduced to below \$25 million. The CAO would provide notice 14 days prior to the request to the Controller to effectuate the transfer. The Council was able to change this transfer instruction with a simple majority vote, subject to the Mayor's veto. Three such transfers were completed in FY 2023-24.

During the annual budget process for FY 2024-25, the Council and Mayor approved \$80 million in new funding to the Inside Safe Reserve Fund account and the reappropriation of unencumbered balance remaining in the HEA and Inside Safe Reserve Fund account to continue implementation of the Inside Safe Initiative. The reappropriation of \$112.5 million of FY 2023-24 funding was completed in October 2024, and included \$3.2 million in the HEA and \$109.3 million in the Inside Safe Reserve. The City Council and Mayor also authorized the City Administrative Officer to spend the funds as directed by the Mayor, pursuant to monthly expenditure reports and funding allocations to be approved by Council. This new report format is to be inclusive of the requested data from the adopted budget instructions. The FY 2024-25 controlling fund language replaces the language in the 2023-24 Adopted Budget and its related amendment. This Office continues to release regular reports as directed by the budget instructions.

### DISCUSSION

Between July 1, 2024, and November 30, 2024, a total of \$28,467,103 has been expended from the Homelessness Emergency Account. Of this amount, \$10,112,964 was expended for FY 2024-25 costs in the following categories: \$3,675,803 in Service Provider Support Services, \$6,431,471 in hotel and motel invoices, and \$5,690 in facility expenses. The remaining amount of \$18,354,139 is related to FY 2023-24 expenditures

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in the following categories: \$10,007,712 in Service Provider Support Services, \$8,226,427 in hotel and motel invoices, and \$120,000 in facility expenses. Service Provider Support Services costs encompass case management, resident monitoring, food, storage, and administration associated with clients staying in nightly hotels and the Mayfair Hotel. Additional details can be found in Attachment 1, Table 3: Detailed Current Year Expenditures.

### Transfers from the Inside Safe Reserve Account

Due to the new controlling fund language for FY 2024-25, transfers require Council approval prior to moving funds from the Inside Safe Reserve. In adherence with the FY 2024-25 budget instructions, Council and Mayor have approved a total of \$73,702,324 to be transferred from the Inside Safe Reserve Account to the HEA, of which \$7,155,299 is still pending transfer. An additional \$3.3 million was requested in the Twenty-First HEA Status Report (C.F. 22-1545-S24) and is anticipated to be heard in Council in December. Further details are included in Attachment 1.

No transfers are requested at this time.

### Inside Safe - Program, Encampment Resolution, and Metrics

On December 21, 2022, the Mayor issued Executive Directive No. 2, launching the Inside Safe Initiative with the aim of rapidly moving people living in encampments indoors and connecting them with services and housing. The Mayor's Office works with different departments during each Inside Safe operation, depending on the needs of the particular encampment, including but not limited to: Department of Sanitation (LASAN), Transportation (LADOT), the Police Department (LAPD), and Animal Services. The Mayor's Office Inside Safe Field Intervention Team (FIT) provides community engagement through virtual town hall-style meetings, connects with service providers, and after an operation, monitors the original location for repopulation and engages with Inside Safe participants.

The Mayor's Office reports (Attachment 5) that a variety of reasons can affect Inside Safe operations, such as council district priorities, voluntary participation, encampment-specific needs (e.g., RVs, number of residents, size of encampment, safety/hazard issues, multiple jurisdictions), availability of interim housing, service provider capacity, and processing delays in contracting and/or payment.

Since January 2024, FIT has assessed 92 encampment priorities submitted by Council Offices. During the first quarter of FY 2024-25, 11 new encampment resolutions were completed, meeting the Mayor's Office anticipated goal of between 9 and 12 new

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encampment resolution operations. The Mayor's Office reports that since the beginning of the fiscal year through November 30, 2024, 19 operations and 37 response efforts were completed. These numbers were incorrect in the last report; the correct numbers are 17 operations and 34 response efforts completed from the beginning of the fiscal year through October 31, 2024. Per the Mayor's Office, Inside Safe operations and monitoring for repopulation of previously resolved encampments occurs simultaneously. People who are voluntarily brought indoors through both operations and response efforts to address repopulation can only be done when there is available housing that is either brought online or backfilling Inside Safe slots that are open as a result of participants moving through the continuum into permanent housing or exiting the program for other reasons.

For the second quarter of FY 2024-25, the Mayor's Office anticipates conducting 15 new encampment resolution operations. A breakdown of the projected operations by region can be found in Attachment 5.

Regular reporting on the outcomes achieved through the use of funds related to housing individuals is required and is included in this report. The Los Angeles Homeless Services Authority (LAHSA) has developed a data module within the Homelessness Management Information System (HMIS) to track key metrics for Inside Safe. Attachment 4 includes summaries of Inside Safe outcomes and breakdowns by race and ethnicity prepared by LAHSA, as well as additional breakdowns of the participant status by Council Districts and other pertinent metrics. The LAHSA dashboards, which were previously demonstrated to Committee members, include all City and County efforts along with Inside Safe data. Since the beginning of the program, a total of 75 Inside Safe operations have been completed. This report includes data from 2 new encampment operations.

Per Attachment 4, LAHSA's HMIS dashboard reports a total of 3,639 individuals voluntarily accepted to move into interim housing and were connected to services, of which 789 Inside Safe participants moved into permanent housing since the beginning of the program through November 30, 2024. This reflects an increase of 183 and 30, respectively, since the last report. This data includes all occupants residing at the Mayfair Hotel and operations that have been carried out to address repopulation of encampments. The current housing retention rate of the program is estimated to be 65 percent. These numbers may change as LAHSA continues to work on further reconciling service provider data with HMIS entries to resolve duplicate placements and other discrepancies as well as refining the Inside Safe data module.

The Mayor's Office also reports that as of November 30, 2024, they have held 21 town hall-style meetings to provide local neighbors, stakeholders and businesses with information and support around encampments. Attachment 5 provides additional

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information.

As a part of the FY 2024-25 budget instructions, Attachment 3 includes a matrix summarizing the information associated with specific operations, including the number of operations and where they were located, the number of participants placed in interim housing and hotels, inclusion of where participants exited to, the cost associated with each operation, the nightly room rate for each location, and the cost of service per individual. In prior fiscal years, service provider budgets were approved on a per-encampment, by service provider basis. Effective FY 2024-25, service provider budgets are approved based on slots associated with motels. This Office has requested that LAHSA provide a breakdown of the slot-based budget per encampment as well as updated actuals for service provider costs per person per day. The attachment will be updated as this information is received.

### Joint City-County Inside Safe Reimbursements

On June 15, 2023, Council and Mayor approved a motion (C.F. 23-0612) authorizing the Mayor's Office to enter into an agreement (Contract #AO-23-603) and accept up to \$130,200 from the County for a joint Inside Safe operation in Council District 12. Additionally, on October 24, 2023, Council and Mayor approved a motion (C.F. 23-0612-S1) authorizing an increase of \$1,599,800 from the County, and to amend the existing agreement to support another joint operation in Council Districts 5 and 11 as well as similar future operations. On October 24, 2023, the City and the County amended the existing agreement for the City to accept up to funding in the amount of \$1,860,000 to reimburse Inside Safe motel costs of the encampment residents on County land in joint City-County efforts in which County teams and departments participated in. County residents in these operations were identified and engaged by County staff while sanitation efforts on County property were completed by the County Department of Public Works. The Council and Mayor approved the Eighteenth HEA Status Report (C.F. 22-1545-S21) which requested authority to add an additional \$130,000 to total the current reimbursement agreement between the City and the County.

On September 4, 2024, Los Angeles County proposed a second amendment to the existing agreement to revise the statement of work and increase the reimbursement amount by an additional \$4,300,400, for a new total agreement sum of \$6,160,400. The Twentieth HEA Status Report (C.F. 22-1545-S23) requested the approval of this additional amount and authority to deposit the funds into the Inside Safe Reserve upon receipt of the reimbursement.

The City has submitted two invoices to the County for a total reimbursement of

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\$1,066,419. The first invoice (\$926,409) covers costs incurred from June 13, 2023 to April 1, 2024. The second invoice (\$140,010) covers costs incurred from April 1, 2024 to May 1, 2024. As of November 30, 2024, the City has received reimbursement for both invoices.

### Inside Safe Motel/Hotel Invoicing and Contracting

As of November 30, 2024, the motel invoices received to date include 2,849 invoices from 57 out of 59 individual hotels, totaling 544,809 hotel room nights since the beginning of the program. Two of the motels with executed booking agreement contracts have yet to be occupied. The current number of interim housing hotel rooms available based on invoices received for booking agreements and occupancy agreements through November 30, 2024, is 1,215 rooms, which is inclusive of rooms for service providers' offices and security. It does not account for two or more occupants sharing a room. A total of 16 hotels have been demobilized and are no longer in use since the beginning of the program. Per LAHSA, there are currently 1,082 people residing in hotels (Attachment 4). As the Mayfair Hotel is a City-owned site, LAHSA has updated the data to separate Mayfair Hotel occupants from the "Motel" category. Per LAHSA, there are currently 275 people residing in the Mayfair Hotel. The total amount billed for nightly room stays for FY 2024-25, through the cut off date of this report, is \$19,686,218 with an average nightly rate of \$120.71.

The invoice process for motels involves sites submitting invoices to the CAO's Office for review by both service providers and CAO staff. Once the review is complete, the CAO submits the invoice to the Mayor's Office for payment approval and subsequently to the City Clerk for payment processing. All Inside Safe motels have a contract in place so payments no longer need the City Attorney's approval, which is necessary if a contract is not executed and an invoice exceeds a specific amount. The Mayor's Office and the General Services Department (GSD) are the leads for executing agreements and exercising options to extend with the City Clerk's Office completing the entries into the City's Financial Management System (FMS). Finally, the Controller's Office remits payment to the motel owners. The CAO continues to utilize its internal approval system to help streamline submissions for payment approval and processing.

A booking agreement is executed with a hotel that confirms a fixed nightly rate, but hotel rooms may fluctuate given the number of participants at a location and room availability at a given time. An occupancy agreement includes a fixed nightly rate as well as a guaranteed number of rooms regardless if they are filled or not.

As of November 30, 2024, there are 32 executed booking agreements with active motels, and 11 executed occupancy agreements. Two executed occupancy agreements demobilized in early August. Reconciliation and savings associated will be provided in

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future reports.

The 11 executed occupancy agreements represent a 501 room capacity with nightly costs ranging from \$105 to \$171 per night, with two service provider 2-bedroom office rooms costing \$220 per night. The term of the occupancy agreements range from one to two years, with up to two one-year extension options. The total leasing costs for the 11 executed multi-year occupancy agreements is estimated to be \$38,577,479. If all extension options are executed, there would be an additional projected cost of \$23,931,461, for a total cost of \$62,508,940.

This strategy provides stable units in high-need areas to support Inside Safe operations, including multi-district regional operations. The Mayor's Office is working with service providers and hotels/motels to ensure that rooms are consistently filled and closely monitored to ensure that vacant rooms are minimal and rapidly filled. Additionally, the Mayor's Office is in the process of renegotiating select nightly booking and occupancy agreements to reduce costs and evaluating the Inside Safe motel portfolio to determine which contracts are feasible and economically desirable to extend past June 2027 so that the property can count toward the LA Alliance Settlement milestones. This would allow the City to receive reimbursement for service costs at these motels per the Memorandum of Understanding between the County of Los Angeles and the City of Los Angeles relative to the Alliance Settlement Agreement. Contracts with cumulative terms (i.e. original term and options to extend) that exceed 3 years will be submitted to Council for approval, as outlined in Charter Section 10.5 Limitation and Power to make Contracts.

In the Eighteenth HEA Status Report (C.F. 22-1545-S21), the Mayor's Office identified three initial motels for extension, representing a total of 141 rooms. FY 2024-25 lease costs for the motels in CD 1 and 2 were previously encumbered last fiscal year and funding for the motel in CD 13 was approved in the Eighteenth HEA Status Report. Funding for future leasing costs will need to be identified in an amount up to \$10,532,005. Service costs are anticipated to be reimbursed by the County per the Alliance Memorandum of Understanding. The service provider costs that may be eligible for reimbursement total up to \$17,938,250, with \$2,827,165 in FY 2024-25 and \$12,283,920 estimated for future fiscal years. There may be a potential impact on the City's General Fund in future fiscal years associated with extending the three existing occupancy agreements through August 31, 2027.

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### Table A1: FY 2024-25 Costs - Occupancy Agreements For Contract Extension

СD	Initial # of Rooms	New # of Rooms <sup>2</sup>	Initial Term	New End Date <sup>1</sup>	Initial Lease Rate	New Lease Rate <sup>2</sup>	Service Costs Rate	FY 2024-25 Lease Costs ³,⁴	FY 2024-25 Service Costs ⁵	Total FY 2024-25 Cost	Amount Encumbered for FY 2024-25 Lease Costs	Current Need <sup>7</sup> (6 mo services)
			11/07/2023			\$100 + TOT ⁵ \$220 + TOT						
1	62	62	11/06/2025	8/31/2027		Office	\$110	\$2,672,867	\$2,489,300	\$5,162,167	\$2,672,867	\$1,244,650
2	35	36	12/06/2023 12/05/2025	8/31/2027	\$105 + TOT	\$92.11 + TOT ₅	\$110	\$1,405,148	\$1,438,580	\$2,843,728	\$1,405,148	\$719,290
13	43	43	07/31/2024 07/30/2025	8/31/2027	\$105 + TOT	\$100 + TOT	\$110	\$1,650,013	\$1,726,450	\$3,376,463	\$1,650,013	\$863,225
Total	140	141						\$5,728,028	\$5,654,330	\$11,382,358	\$5,728,028	\$2,827,165
	Total Current FY Leasing Costs Need						\$0					
	Total Current FY Service Costs Funding					\$	2,827,165					

### Table A2: Future Fiscal Year Costs - Occupancy Agreements For Contract Extension

CD		New # of Rooms <sup>2</sup>	Initial Term	New End Date <sup>1</sup>	Initial Lease Rate	New Lease Rate <sup>2</sup>		Future FY Lease Costs ³,⁴	Future FY Service Costs	Total Future FY Cost	Amount Encumbered for Future FY Lease Costs	Future FY Total
1	62	62	11/07/2023 11/06/2025	8/31/2027		\$100 + TOT ⁵ Office: \$220 + TOT	\$110	\$5,945,246	\$5,401,440	\$11,346,686	\$1,316,293	\$10,030,393
2	35	36	12/06/2023 12/05/2025	8/31/2027	\$105 + TOT	\$92.11 + TOT ₅	\$110	\$3,035,307	\$3,136,320	\$6,171,627	\$785,961	\$5,385,666
13	43	43	07/31/2024 07/30/2025	8/31/2027	\$105 + TOT	\$100 + TOT	\$110	\$3,882,384	\$3,746,160	\$7,628,544	\$228,678	\$7,399,866
Total	140	141						\$12,862,937	\$12,283,920	\$25,146,857	\$2,330,932	\$22,815,925
	Total Future Leasing Costs Need					\$1	10,532,005					
	Total Future Service Costs Funding						unding	\$1	12,283,920			

<sup>1</sup> Each contract will have an optional extension for 12 months.

<sup>2</sup> Assumes new proposed rate and room numbers effective September 1, 2024.

<sup>3</sup> Funding for the initial term for the motel in CD 13 is requested in the 18th HEA Status Report.

<sup>4</sup> Funding is already encumbered for the motels in CD 1 and 2. No additional funding needed for FY 2024-25.

<sup>5</sup> Projections for motel in CD 1 assumes an annual 3% increase to the rate. This may change pending negotiations.

<sup>6</sup> Projections for motel in CD 2 assumes a 3% increase to the rate on the 3rd year of the contract.

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(09/01/2026-08/31/2027). This may change pending negotiations. <sup>7</sup> Budget for LAHSA Service Providers are approved on a guarterly basis. FY 2024-25 Q1 and Q2 Service Costs have been approved. Amount Pending represents Q3, Q4 costs only.

In the Twenty-First HEA Status Report, the Mayor's Office identified three additional motels, currently under booking agreements, representing a total of 78 rooms, to transition to occupancy agreements with terms extending as outlined in Table B1. If approved, the FY 2024-25 occupancy agreement costs for seven months (from December 1, 2024, through June 30, 2025) would be \$1,454,956. There is \$5,435,496 in future fiscal year costs for leasing that is pending funding. Additionally, there may be a total of up to \$8,614,320 in service costs, \$1,818,960 in FY 2024-25 and \$6,795,360 in future fiscal years, but are anticipated to be reimbursed by the County per the Alliance Memorandum of Understanding. There may be a potential impact on the City's General Fund in future fiscal years associated with transitioning the three booking agreements to occupancy agreements through August 31, 2027.

CD	Proposed # of Rooms	Current Term	New Proposed End Date <sup>1</sup> , <sup>2</sup>	Current Lease Rate	Proposed New Lease Rate	Service Costs Rate	FY 2024-25 Occupancy Agreement Lease Costs <sup>3</sup>	FY 2024-25 Occupancy Agreement Service Costs <sup>3</sup>	Total Costs
9		05/16/2024 - 05/16/2025	8/31/2027		\$88, inclusive of TOT	\$110	\$503,712	\$629,640	\$1,133,352
14		05/8/2024 - 05/16/2025	8/31/2027		\$87, inclusive of TOT	\$110	\$479,544	\$606,320	\$1,085,864
9		06/21/2024 - 06/29/2025	8/31/2027		\$89, inclusive of TOT	\$110	\$471,700	\$583,000	\$1,054,700
Total	78						\$1,454,956	\$1,818,960	\$3,273,916

### Table B1: FY 2024-25 Costs - Booking Agreements Transitioning to Occupancy Agreements For Contract Extension

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## Table B2: Future Fiscal Year Costs - Booking Agreements Transitioning to Occupancy Agreements For Contract Extension

CD	Proposed # of Rooms	Current Term	New Proposed End Date <sup>1</sup> , ²	Current Rate	Proposed New Rate	Service Costs Rate	Agreement	Future FY Service Costs	Total Future FY Costs
9	27	05/16/2024 - 05/16/2025	8/31/2027	\$100, inclusive of TOT	\$88, inclusive of TOT	\$110	\$1,881,792	\$2,352,240	\$4,234,032
14	26	05/8/2024 - 05/16/2025	8/31/2027	\$100, inclusive of TOT	\$87, inclusive of TOT	\$110	\$1,791,504	\$2,265,120	\$4,056,624
9	25	06/21/2024 - 06/29/2025	8/31/2027	\$100, inclusive of TOT	\$89, inclusive of TOT	\$110	\$1,762,200	\$2,178,000	\$3,940,200
Total	78						\$5,435,496	\$6,795,360	\$12,230,856

<sup>1</sup> Each contract will have an optional extension for 12 months.

<sup>2</sup> Assumes new proposed rate and room numbers effective December 1, 2024.

<sup>3</sup> Under a booking agreement, hotel rooms may fluctuate given the number of participants at a location and room availability at a given time. The FY 2024-25 Occupancy Costs is for 7 months only (from 12/01/2024 through 06/30/2025), assuming the proposed terms are approved.

Facility expenses incurred since the beginning of the program total \$460,658. These costs include property improvements, repairs/damages, and valuation reports. A transfer of funding in the amount of \$150,000 for an insurance adjuster contract and \$300,000 for FY 2024-25 projected repairs/damages costs was previously requested. A contracted insurance adjuster will provide services on an as needed basis to ensure timely processing and expertise to ensure that the City pays costs that are fairly and accurately assessed per its contractual obligations for Inside Safe participating properties. Per guidance from the City Attorney's Office, GSD previously completed a competitive bidding process by task order solicitation to select a qualified contractor.

### Payment Enablement Services Platform

Our office was advised by the City Attorney that the City should release a request for proposals (RFP) to meet the high demand of reconciliation of an average of 175 monthly invoices from Inside Safe motels. The RFP for a custom solution to streamline the motel invoicing and verification process associated with the Inside Safe Program

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was released on April 29, 2024. The deadline for submissions was May 13, 2024, by 5:00pm, and the received proposals have been evaluated; however, we have received additional information and clarifications regarding the proposal. Final recommendations, funding approval, and further updates will be provided in future reports.

One of the challenges with the current process is that motel sites and service providers have their own individual forms and procedures for submission and verification for room stays related to Inside Safe participants, which can cause delays in the initial review of motel invoices. Although several efficiencies have been implemented, standardized submissions are still a challenge across the nightly motel room portfolio. Once a contractor is selected, the expectation is that a new platform will provide a comprehensive solution through centralizing housing management and care delivery, ensuring data accuracy, expediting motel payments, and providing real-time data dashboards and reports. The proposed platform should also integrate into LAHSA's new and legacy systems, including HMIS. The estimated annual cost of this platform is expected not to exceed \$2,580,000. The contract term is expected to be one year with a one year option to extend.

The selected contractor will be expected to reconcile motel invoices with Service Provider verifications, provide customer service and training, and remit payment once the City has approved. By further standardizing invoice submissions and providing dedicated resources for this process, accuracy and speed of payments should increase. This is expected to significantly decrease the workload to City staff by not only decreasing the number of vendors the City is obligated to pay, but also removing the initial verification for over one thousand rooms on a weekly basis. In addition, through this platform, participating service providers may be able to create a more uniform motel intake process with daily check-ins with motel clients to eliminate data gaps and inaccuracies.

### LA Grand Hotel

On February 24, 2023, the CAO released the Revised Sixteenth Roadmap Report (C.F. 20-0841-S31), which authorized the extension of the LA Grand Hotel lease from February 1, 2023, through February 1, 2024, for use as interim housing. Subsequently, on December 1, 2023, the CAO released the Twenty-First Roadmap Report (C.F. 20-0841-S40), which authorized the extension of the LA Grand lease from February 1, 2024, through July 31, 2024. This secondary lease extension allowed for a seamless transition for those participants that were relocated from the Grand to the Mayfair once GSD completed the initial move-in phases (Phase 0, Phase 1A and Phase 1B) of the Mayfair renovation plans. Additional information regarding the Mayfair's renovation phases is provided in this report's next section entitled, "Mayfair Hotel." Regular reporting on the demobilization plan that ensured all residents continued on their

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housing solution path were provided to Council in a separate report.

The lease covered a total of 481 rooms with a rate of \$154/night, which included meals. As of June 12, 2024, \$32,172,050 was transferred to GSD to support the LA Grand Hotel lease costs. The service provider (Weingart) confirmed that all participants exited the LA Grand Hotel by June 28, 2024. A termination letter was sent by GSD ending the agreement on July 18, 2024, instead of the original term end date of July 31, 2024. Reconciliation and savings will be provided in future reports.

### Mayfair Hotel

On August 18, 2023, Council approved the acquisition and rehabilitation of the Mayfair Hotel for use as interim housing for Inside Safe. The site, which opened and started accepting clients on May 1, 2024, has 294 rooms with a three-level 183 parking space garage and is located in Council District 1. It was previously used as a part of Project RoomKey (PRK). According to Weingart, as of November 30, 2024, Mayfair was at approximately 91 percent occupancy with 268 rooms and 275 participants. LAHSA has updated their data to separate out Mayfair Hotel occupancy information in their Inside Safe Program metric dashboards (Attachment 4). Information on the acquisition and associated costs are included in previous reports.

In a Municipal Facilities Committee Report released on January 29, 2024 (C.F. 23-0792-S2), GSD provided supplemental information regarding the rehabilitation of the Mayfair Hotel. Renovation will be done in multiple phases. Phase 1, which was completed prior to initial move-in (Phase 0, Phase 1A, and Phase 1B), included major construction for the renovation of 294 rooms, case management spaces, intake area build-out medical services area, and other code compliance items. Phase 2 will include seismic strengthening, elevator modernization, façade repair, and roof repair. Phase 2 is scheduled to begin in January 2025 and is expected to take between 12 to 18 months to complete. The Twelfth HEA Status Report (C.F. 22-1545-S15) noted that \$8,942,270 in additional costs are needed to complete the Phase 2 rehabilitation of the Mayfair, of which \$5,793,470 will be supported by the HEA and was transferred to the Bureau of Engineering (BOE) on June 12, 2024. Additionally, GSD submitted a transfer request for HACLA's second year of Mayfair operations costs, which includes utilities, facility management, and other associated expenses for building upkeep (\$5,067,000); the transfer was completed on June 25, 2024.

Our office's Risk Management Group previously paid for the Mayfair's property insurance policy with the term date of March 27, 2024 through March 27, 2025 in the amount of \$82,795.38. The policy was executed at the direction of the Mayor's Office and at the request of the City Council. Funding to reimburse the Risk Management Group was requested in the Seventeenth Status Report (C.F. 22-1545-S20) and the

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transfer was completed on October 30, 2024. If the policy is renewed in March 2025, an additional transfer will be requested.

### Project HomeKey-3 Match

On June 30, 2023, the City Council and Mayor approved the CAO report relative to the Recommendations Related to the State of California Department of Housing and Community Development HomeKey Program, Round 3 Report (C.F. 21-0112-S3), which authorized the City to obligate City match and funding for three housing sites to be used as interim housing. Within this report, it is noted that an up to amount of \$31,567,800 of match funding would be used, subject to the approval of the Mayor's Office. A transfer of \$20,471,800 was authorized to the Los Angeles Housing Department (LAHD), as approved by the Mayor's Office, for capital costs associated with the Cheviot Hills - Shelby project. This project is expected to provide 75 interim housing units and one manager's unit. This funding is also leveraged for the Motel 6 - North Hills project, which is expected to provide 110 interim housing units and one manager's unit. An up-to amount of \$11,096,000 for Cheviot Hills - Shelby operating costs, which were earmarked against last year's HEA funding, is expected to be transferred at a later date to be determined by the Mayor's Office. This transfer will then be included in a future report for Council approval.

### LAHSA Service Provider Contracts

The Inside Safe initiative relies upon the work of the Los Angeles Homeless Services Authority (LAHSA) and service providers in conducting assessments, providing services which include case management services, housing navigation, street engagement, food programming, and resident monitors. In January 2023, the Mayor's Office approved an initial contract amount for the Los Angeles Homeless Services Authority (LAHSA) in an up-to amount of \$50 million. This initial up-to contract amount allowed the flexibility for funding to be quickly added for service providers as operations were planned and budgets were approved by the Mayor's Office. Extensions and additional funding for LAHSA and service providers were approved for a total budget of \$93,958,036 for services as of June 30, 2024. This number is updated to include an additional approval prior to June 30, 2024.

The Mayor's Office finalized budget approvals for services between January 1, 2024, through June 30, 2024, and continues to work with LAHSA to assess costs associated with work performed based on a per-encampment, by service provider basis. The FY 2023-24 budget provides authority for up to \$81,626,973 for service provider reimbursements (including Weingart and previous LA Grand contractors) tied to the Inside Safe initiative, housing navigation and time limited subsidies, as well as LAHSA administrative oversight. This number has been updated from previous reports to

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exclude the Mayfair budget, which is discussed in a subsequent section. Beginning the second guarter of FY 2023-2024, the service provider budget is based on a daily bed rate of up to \$110/person served by the current 10 service providers. To date, ten supportive services-specific invoices have been submitted to the City for reimbursement and paid from the Homelessness Emergency Account. The Mayor's Office and LAHSA continue to meet regularly to understand the needs associated with Inside Safe specific services and the corresponding finalized Scope of Required Services (SRS). Fourteen new gualified service providers were identified as a result of the procurement LAHSA released that closed November 22, 2023.

For FY 2024-25, an initial up-to contract amount of \$76,940,927 was approved in the Sixteenth HEA Status Report (C.F. 22-1545-S19). The LAHSA Service Provider portion is projected to serve an estimated 1,500 people experiencing homelessness (PEH) for an up-to amount of \$60,225,000. The Mayor's Office has approved a transition to a slot based budget and payment structure with LAHSA for FY 2024-25 Quarter 1 and Quarter 2. This methodology is expected to enhance room utilization, reduce contract amendments, and improve program oversight. The Mayor's Office also authorized LAHSA to provide 330 time-limited subsidies (\$15,442,292) and 300 housing navigation slots (\$1,273,635) to Inside Safe participants which is anticipated to roll out over the first two guarters of this fiscal year. Additional information will be provided in future reports.

Weingart provided services at the LA Grand from June 1, 2023, through its demobilization. The total approved amount for LA Grand services was \$15,128,732.

On May 1, 2024, Weingart began providing services at the Mayfair Hotel for occupants transitioning from the LA Grand. The first year budget approved by the Mayor's Office is earmarked against the FY 2023-24 HEA allocation. It includes \$405,366 for ramp up costs and \$11,925,697 for 12 months of services for a total budget amount of \$12,331,063. This reflects an increase of \$293,915 in start-up costs from the previously approved budget. Weingart is anticipated to provide services for two years to coincide with the City and County's joint award from the State's Encampment Resolution Funding Program. Attachment 2 accounts for one year of funding within FY 2023-24 allocation of the HEA.

Funding for 58 congregate beds at the Weingart facility located in Council District 14 was approved in the Seventeenth HEA Status Report along with a \$110 per bed per for combined bed and services costs. The first year contract amount of niaht \$2,328,700 has been executed, which includes two one-year options to extend.

Funding for up to 100 beds at a congregate sprung structure shelter located at 545 S. San Pedro Street in Council District 14 was approved in the Eighteenth HEA Status Report. The service costs related to this site may be eligible for reimbursement from the

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County per the Alliance Memorandum of Understanding. A total of \$3,389,000 was approved that includes \$3,014,000 in services costs as well as \$375,000 for furniture, fixtures and equipment costs such as purchasing sleeping modules, including partitions and small cabinets. The contract will be for three years and one day. The total cost of the contract is estimated to be \$12,056,000. There is a potential future impact on the General Fund in the amount of up to \$4,015,000 annually relative to the bed and service costs.

A total of \$20,000 was approved by the Mayor's Office for the 17 housing fairs, which provided staffing, necessary materials, and Uber rides to clients to visit different housing options. Currently, the County and City co-host Service Connection Days one or two weeks after Inside Safe operations to get people document-ready and provide participants an opportunity to connect with County services directly to initiate additional care. Participating departments include: Department of Motor Vehicles, Housing for Health Mobile Clinics, Department of Mental Health, Department of Public Social Services, Office of Immigrant Affairs and Department of Military and Veterans Affairs.

LAHSA continues to work with providers to ensure all exit data is entered into HMIS and is up to date and has committed to providing reconciled and verifiable exit data for Inside Safe regular reporting.

The Mayor's Office is also coordinating with LAHSA and service providers to address the cost of storing participants' personal items for up to 30 days upon exiting interim housing through implementing storage bins (measuring 10' x 8' x 8' in size) at motel sites, at a cost of approximately \$80 per month. The Mayor's Office will coordinate the delivery, pay the initial delivery cost (\$175) and front fund the first three months. This Office estimates that this may cost \$18,675 for 45 motels, but the actual costs will depend on the number of storage bins deployed. Per the Mayor's Office, the personal storage bins have not been implemented yet. Updates on its utilization will be provided in future reports.

### City Cash Advance Procedures for LAHSA

On July 19, 2024, LAHD released a memorandum on the City's Cash Advance procedures for LAHSA which summarizes the City's current cash advance process and outlines a modification to align with the cash advance process used by Los Angeles County for LAHSA contracts. LAHD and LAHSA are currently working to finalize details of this process and have provided regular updates to the Housing and Homelessness Committee and the Homeless Strategy Committee. Additional information and further updates will be provided by LAHD.

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### **RV Storage Lot**

The Mayor's Office has identified a 48,838 square feet, Metro-owned lot that can be leased and converted into storage for relinguished RV's during resolution efforts led by City entities, including Inside Safe (Attachment 5). The Mayor's Office anticipates that the lot will function similarly to an Official Police Garage for RV overflow and will be available for citywide use. A transfer of \$150,000 from the Inside Safe Reserve Fund account to the HEA was approved in the Twentieth HEA Status Report (C.F. 22-1545-S23) to support a lease agreement with Metro from July 2024 through June 2025 at approximately \$3.07 per square feet, per year to support their own homelessness programs. The lease agreement with Metro has been executed and construction began September 16, 2024. Construction has been delayed due to issues involving soil and ground instability which was discovered when heavy equipment began to sink into the ground. Railroad tracks and buried debris attributed to pockets beneath the surface. In order to stabilize the lot, pits were filled with cement slurry. It is estimated by the Mayor's Office that the site will be operational by the third quarter of FY 2024-25. The contract term is for three years.

In the fourth Construction Projects Report (CPR) of Fiscal Year (FY) 2022-23 (C.F. 22-0847-S3), a total of \$359,000 was approved for design and site pre-development, which includes \$200,000 of Additional Homeless Service - General City Purpose funds and \$159,000 of Capital and Technology Improvement Expenditure Program (CTIEP) funds. In the FY 2023-24 adopted budget, CTIEP funding in the amount of \$2,393,388 was approved for construction of the site. The total cost of construction approved for this site is \$2,752,388. The Mayor's Office is working with the Bureau of Engineering regarding costs and construction timeline. Additional information and updates will be provided in future reports.

### **City Department Costs**

The Los Angeles Police Department (LAPD) has submitted for reimbursement a total of \$10,821 for costs related to 100 overtime hours associated with Inside Safe operations for FY 2024-25. The Twenty-First HEA Status Report requested a transfer of \$10,821 in the current fiscal year for these costs. Primarily, LAPD provides support for, and ensures the safety of, City staff and Inside Safe participants. To date, there have been zero arrests during the initial phase of operations.

In November 2023, the Mayor's Office approved a transfer to LAPD for \$250,000 to support the initial phase of the new Vehicle Recycling Program (VRP) with the provider. SA Recycling. The funding was used to authorize the dismantling and recycling of Recreational Vehicles that had been impounded and were unclaimed, in grave disrepair, or were an environmental hazard. Initial funding allowed Official Police Garages (OPGs)

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to recycle vehicles awaiting salvage so that space could be created for implementation of the Mayor's Inside Safe initiative to address unsafe and unsanitary vehicle dwellings.

CAO staff (approximately 6.5 FTE) is tasked with processing invoices (as outlined in various sections of this report), monitoring the HEA's balance and commitments, tracking expenditures, and providing monthly reports summarizing expenses incurred and purposes for which the funds were used. Staff is funded by either the Homeless Housing, Assistance and Prevention (HHAP) Grant or by General Funds, with HHAP being the main funding source.

A request for information relating to departmental costs related to Inside Safe operations was noted at a committee meeting in December 2024. Additional information on this topic will be provided in a future report.

### FISCAL IMPACT STATEMENT

There is no impact to the General Fund at this time as a result of the recommendations in this report.

### FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with the City Financial Policies.

Attachments:

- 1. Homeless Emergency Account Actual and Projected Balances for FY 2024-25
- 2. Inside Safe Summaries by Fiscal Year and Budget Categories
- 3. Inside Safe Operations and Associated Service Provider and Hotel Costs
- 4. Inside Safe Program Metrics as of November 30, 2024
- 5. Appendix from Mayor's Office of Housing & Homelessness Solutions

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# Case 2:20-cy-02291-DOC-KES Document 863-7 Filed 02/20/25 Page 19 of 45 Page Attachment 1: Homeless Emergency Actual and Projected Balances for FY 2024-25

2024-25 Adopted Budget - New Appropriation	\$80,000	,000.00
	Homelessness Emergency Account	Inside Safe Reserve Account
Initial Appropriation (as of July 1, 2024)	\$0.00	\$80,000,000.00
FY 2023-24 Reappropriation Completed October 2024	\$3,183,618.49	\$109,300,000.00
Transfer #1 to Homelessness Emergency Account from Inside Safe Reserve Account <i>Completed July 2024</i>	\$55,841,145.04	-\$55,841,145.04
Transfer #2 to Homelessness Emergency Account from Inside Safe Reserve Account <i>Completed October 2024</i>	\$1,055,317.97	-\$1,055,317.97
County Reimbursement for Joint-Effort Encampment Operations Completed November 2024	\$0.00	\$926,409.37
Transfer #3 to Homelessness Emergency Account from Inside Safe Reserve Account Rec 2 Completed October 2024 Rec 4 & 5 Completed November 2024	\$9,650,562.30	-\$9,650,562.30
Transfer #4 to Homelessness Emergency Account from Inside Safe Reserve Account <i>Estimated December 2024</i>	\$7,005,299.00	-\$7,005,299.00
Transfer #5 to Homelessness Emergency Account from Inside Safe Reserve Account <i>Estimated January 2024</i>	\$150,000.00	-\$150,000.00
Transfer #6 to Homelessness Emergency Account from Inside Safe Reserve Account <i>Estimated January 2025</i>	\$3,332,333.70	-\$3,332,333.70
Total Funding	\$80,218,276.50	\$113,191,751.36

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Table 2. Available Cash - Homelessness Emergency Account	
Initial Appropriation of Current Year (2024-25) Funds	\$0.00
FY 2023-24 Reappropriation Completed October 2024	\$3,183,618.49
Transfer #1 to Homelessness Emergency Account from Inside Safe Reserve Account <i>Completed July 2024</i>	\$55,841,145.04
Transfer #2 to Homelessness Emergency Account from Inside Safe Reserve Account Completed October 2024	\$1,055,317.97
Transfer #3 to Homelessness Emergency Account from Inside Safe Reserve Account Rec 2 Completed October 2024 Rec 4 & 5 Completed November 2024	\$9,650,562.30
FY 2023-24 Encumbrances (for Long Term and Short Term Nightly Motel Stays)	\$29,135,350.83
Total Available Cash: (current and prior-year funding)	\$98,865,994.63
Less Total Current Year Expenditures (see Table 3 for details)	(\$28,467,102.29)
Adjusted Cash Balance as of November 30, 2024:	\$70,398,892.34

Table 3: Detailed Current Year Expenditures	November 30, 2024
2023-24 Motel Invoices Paid	\$8,226,426.60
2024-25 Motel Invoices Paid	\$6,431,470.70
2023-24 Facility Damages	\$120,000.00
2024-25 Facility Damages	\$5,690.00
2023-24 LAHSA Service Provider Costs	\$9,192,464.55
2024-25 LAHSA Service Provider Costs	\$3,593,007.25
2023-24 Mayfair Hotel - Weingart - Service Costs	\$815,247.81
Mayfair Hotel - Insurance Policy	\$82,795.38
Total	\$28,467,102.29

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	EARMARKED /	
	OBLIGATED AGAINST	PROJECTED
BUDGET CATEGORY	(FY)	EXPENSES
FY 2024-25 Liabilities/Expenses		
Interim Housing		
2024-25 Q1 Short Term Motel Invoices <sup>1</sup>	FY 2023-24	\$7,437,638.80
LA Grand Lease (est.) <sup>2</sup>	FY 2023-24	\$1,595,787.00
New Occupancy Agreements <sup>3</sup>	FY 2024-25	\$8,522,062.30
Occupancy Agreements (Booking Agreement Transition) <sup>8</sup>	FY 2024-25	\$1,454,956.00
Facility Expenses - Insurance Adjuster	FY 2024-25	\$150,000.00
2024-25 Facility Expenses (Damages)	FY 2024-25	\$300,000.00
		\$19,460,444.10
Services	1	
2024-25 LAHSA Service Provider Costs (Q1 25% Advance) <sup>4</sup>	FY 2023-24	\$3,796,012.00
2024-25 LAHSA Service Provider Costs (Q2 25% Advance)	FY 2024-25	\$3,796,012.00
Mayfair Hotel - Weingart - Service Costs (Remaining actuals from May 2024-Sept 2024) <sup>®</sup>	FY 2023-24	\$1,866,556.81
Mayfair Hotel - Weingart - Service Costs (Q1-Q2 advance) ⁴	FY 2023-24	\$6,018,574.00
Personal Property Storage <sup>5</sup>	FY 2024-25	\$18,675.00
Mayfair Hotel - Insurance Policy	FY 2024-25	\$82,795.38
CD 14 Congregate Shelter - Weingart - 25% Advance	FY 2024-25	\$582,175.00
CD 14 Congregate Shelter - Union Rescue Mission- FF&E	FY 2024-25	\$375,000.00
CD 14 Congregate Shelter - Union Rescue Mission - 25% Advance - Operating Costs	FY 2024-25	\$753,500.00
FY 2024-25 RV Storage Lot - Metro Lease	FY 2024-25	\$150,000.00
	Subtotal	\$17,439,300.19

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Table 4. FY 2024-25 Quarter 1 Projected Liabilities/Expenses						
Permanent Housing Support <sup>6</sup>						
Housing Navigation (300 Slots) - 1 year (April 1, 2024 - March 31, 2025)	FY 2023-24	\$1,273,635				
Time-Limited Subsidy (330 Slots) - Q1	FY 2023-24	\$2,206,041.75				
	Subtotal	\$3,479,676.75				
City Departments						
Homelessness & Housing Solutions Support (Mayor's Office)	FY 2024-25	\$3,500,000.00				
2024-25 LAPD Overtime (July-September 2024) <sup>8</sup>	FY 2024-25	\$10,820.89				
	Subtotal	\$3,510,820.89				
FY 2024-25 Subtotal		\$43,890,241.93				

FY 2023-24 Liabilities/Expenses						
Interim Housing						
New Occupancy Agreements <sup>3</sup>	FY 2023-24	\$122,413.20				
	Subtotal	\$122,413.20				
Service	-					
2023-24 LAHSA Service Provider Costs (Q3 Remaining Balance) <sup>7</sup>	FY 2023-24	\$13,520,517.37				
2023-24 LAHSA Service Provider Costs (Q4 Remaining Balance) <sup>7</sup>	FY 2023-24	\$19,097,533.62				
	Subtotal	\$32,618,050.99				
Permanent Housing Support <sup>®</sup>	-					
Housing Navigation (300 Slots) - 1 year (April 1, 2024 - March 31, 2025)	FY 2023-24	\$386,017.50				
	Subtotal	\$386,017.50				
City Departments						
2023-24 LAPD Overtime (April-June 2024)	FY 2023-24	\$17,934.39				
	Subtotal	\$17,934.39				
FY 2023-24 Subtotal		\$33,144,416.08				

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- <sup>1</sup> Projected costs for three months for booking agreements only for 737 rooms at varying nightly rates. Funds for Occupancy Agreements were encumbered in the FY 2023-24 account.
- <sup>2</sup> Projection for final month of lease costs.
- <sup>3</sup> Two new occupancy agreements were executed in late June 2024, one agreement and an amendment to an existing agreement in late July and one agreement in early August. The projected costs are split across the funding allocation for FY 24 (\$122K) and FY25 (\$8.5M).
- <sup>4</sup> Projection based on 1,364 participants, which is the same number as the FY 24, Q4 Budget, at a daily rate of \$110.
- <sup>5</sup> Storage bins at 45 motel sites, with an initial \$175 delivery fee each and 3 months funding at \$80/month.
- <sup>6</sup> Housing Navigation FY 2023-24 rate is \$4,679 and FY 2024-25 rate is \$5,146. Time Limited Subsidy FY 2024-25 rate is \$24,309.
- <sup>7</sup> Remaining balance after a 25% advance, which was paid on May 16, 2024.
- <sup>®</sup> Twenty-First Status Report new funding request.

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Table A. FY 2022 - 23 Expenditure Breakdown			FY 2022-23 Budget	\$50,000,000.00
	FY 2022-23	FY 2022-23	FY 2022-23 Incurred	
	<b>Expenses Paid by</b>	<b>Expenses Paid</b>	Expenses: Pending	
Expense Type	June 30, 2023	after July 1, 2023	Payment	Total Expenses
Interim Housing				
Private Motels	\$2,985,459.16	\$3,497,950.88	\$0.00	\$6,483,410.04
Contracted Motel (LA Grand)	\$8,749,680.83	\$0.00	\$0.00	
Facility Expenses	\$25,586.00	\$2,372.00	\$3,245.00	
subtotal	\$11,760,725.99	\$3,500,322.88	\$3,245.00	\$15
Service Provider Support Services				
LAHSA Service Providers <sup>1</sup>	\$5,195,789.50	\$5,573,509.60	\$258,350.90	
subtotal	\$5,195,789.50	\$5,573,509.60	\$258,350.90	\$11,027,650 <u>.00</u>
City Departments				ט #
LADOT 2	\$54,921.57	\$0.00	\$0.00	
Personnel	\$976,591.29	\$0.00	\$0.00	
LAPD	\$127,945.28	\$19,644.71	\$0.00	
City Clerk - DSW Oversight	\$27,169.26	\$0.00	\$0.00	
subtotal	\$1,186,627.40	\$19,644.71	\$0.00	\$1
FY 2022 - 2023 Expenses Paid by June 30, 2023	\$18,143,143			2/2
FY 2022 - 2023 Reappropriation to FY 2023 - 2024	\$31,856,857			
FY 2022 - 2023 Expenses after July 1, 2023 (Paid/To be Paid from Reappropriation Amount)	ses after July 1, 2023 ppropriation Amount)	\$9,093,477	\$261,596	
		FY 2022 - 2023 Total Expenses	l Expenses	\$27,498,216
		Remaining Cash Available	railable	\$22,501,784

allocation for Inside Safe Transportation.

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Budget Category	Comments	FY 2023-24 Budget	Interim Budget Adjustments	FY 2023-24 Expenses Paid by June 30, 2024	FY 2023-24 Expenses Paid after July 1, 2024	FY 2023-24 Incurred Expenses Pending Payment	FY 2023-24 F Projected F	FY 2023-24 Total Expenses (Paid, Pending Payment, Projected)	Future Fiscal Years Obligations under HEA	FY 2024-25 Expenses Paid by June 30, 2024 T	Total Expenses	Difference between Budget and Total
Grand Totals by Column	-			\$168 Q56 681	\$18 354 130	L LC	5 783	\$223 108 958	090	\$5 067 000		CONA FAR
FY 2023-24 Funding Authority												2
Homelessness Emergency Account		\$65,700,000	\$75,000,000	\$0	\$0	0\$	\$0	\$0	\$0	\$0	\$0	\$140,700,000
Inside Safe Reserve		\$184,300,000			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$109,300,000
subtotal EV 2022-23 Resonvooristion		000'000'000			00	00	000	90	08	00	08	00000000000000000000000000000000000000
Reappropriation of FY 2022-23 available Cash		\$0	\$22.501.784		\$0	0\$	\$0	\$0	\$0	\$0	\$0	\$22.501.784
subtotal		\$0	\$22,501,784	\$0	80	\$0	\$0	\$0	\$0	\$0	\$0	\$22,501,784
Interim Housing												2
	Booking Agreements <sup>1</sup> , <sup>2</sup>		\$0	\$19,726,580	\$5,265,136	\$1,939,255	\$0	\$26,930,971	\$7,437,639	\$0	\$34,368,610	<del>91</del>
	Occupancy Agreements <sup>1</sup> , <sup>3</sup>		\$0	\$10,175,541	\$2,838,878	\$131,751	\$0	\$13,146,170	\$18,960,331	\$0	\$32,106,501	L-E
	New Occupancy Agreements (FY 24 costs only) <sup>3</sup>	\$92,000,000	\$0	\$0	\$122.413	\$0	20	\$122.413	\$0	\$0	\$122.413	\$506,730
Motel Nightly Rentals	LA Grand monthly lease costs through February 1, 2024. and six month renewal through July 31, 2024. a		\$0	\$23,422,369	0\$	0\$	\$0	\$23,422,369	\$1,595,787	0\$	\$25.018.156	) <del>C</del> -
Operating Expenses	Includes insurance, damage mitigation, incidental, fumishings.	\$18,000,000	\$0	\$104,504	\$120,000	\$144,025	\$0	\$368,528	\$	0\$	\$368,528	\$17,631,47
	Platform to streamline the administrative workflow associated with motel nightly rential through support in data processing, databoards, and payment support.											S
Payment Enablement Services	Contractual costs estimated for two years.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,160,000	\$0	\$5,160,000	-\$5,160,00
subtotal		\$110,000,000	\$0	\$53,428,994	\$8,346,427	\$2,215,031	\$0	\$63,990,451	\$33,153,757	\$0	\$97,144,208	\$12,978,20
Service Provider Support Services												um I
Street Engagement	Staff costs: long-term, on-going/pre-operation outreach efforts to build relationships with PEH prior to coming indoors	\$6,000,000	0\$	\$0	\$	0\$	0\$	0\$	0\$	0\$	0\$	ent D #
Case Management <sup>2</sup> , <sup>5</sup>	Staff costs: includes individual case management in motels as well as housing navigators	\$16,000,000	\$0	\$1,207,021	\$429,526	\$296,269	\$1,687,833	\$3,620,649	\$1,130,521	\$0	\$4,751,171	2673/11\$
Indirect (1AHSA and Service Draviders) <sup>2</sup> 5	Overhead to include support staff, facility costs (rent,	\$16,000,000	C\$	¢6 117 500	\$1 840.217	¢2 025 386	¢8 761 874	¢10 722 086	¢6 247 546	ç	¢25 081 522	3-63 88 88 88 88 88 88 88 88 88 88 88 88 88
Decident Manihere 2 5	Each motel has resident monitor to support PEH and	¢10,000,000		\$3 401 370	11-10-10,14 ACA CAC 14	000,000,000 000,000	44 BD 144	¢ 10.470.016	¢00,070,000	¢ ¢	¢12 712 008	
Food <sup>2</sup> , <sup>6</sup>	\$21 per person, per day (meal delivery services, grocery	\$13,000,000	\$0	\$4,783,870		\$1,174,225	\$6,689,507	\$14,349,972	\$4,480,675	0\$	\$18,830,647	-\$5,830,647
												Filed (
Storage <sup>2</sup> , <sup>5</sup> Houteing Faire	Includes storage rental for PEH to surrender belongings	\$1,000,000 \$0	0\$	\$58,951 \$0	\$20,978 \$0	\$14,470	\$82,434 \$0	\$176,833	\$55,215 &0	0\$	\$232,047	\$767,95
LA Grand - Services Cost <sup>5</sup> , <sup>6</sup>	Service costs provided by Weingart for the LA Grand extensions from July 1, 2023 to January 31, 2024, and February 1, 2024 to July 31, 2024.	0\$	¢ Ç	\$7,017,746	\$3,947,946		\$2,675,502	\$13,641,194	\$1,040,592	¢ Ç	\$14,681,787	20/2 *14,681,78
Mayfair - Services Cost <sup>6</sup>	Service costs provided by Weingart for the Mayfair from May 1, 2024 to April 30, 2025	0\$	0\$	\$526,128	\$815,248	0\$	\$1,057,052	\$2,398,427.56	\$9,932,635	0\$	\$12,331,063	-\$12,331,063
Mayfair - Operations <sup>6</sup>	Operation and Maintenance costs provided by HACLA for the Mayfair for FY 2024-25	\$0	0\$	\$0	0\$	\$0	\$	0\$	\$5,067,000	\$5,067,000	\$5,067,000	-\$5,067,000
subtotal		\$62,000,000	\$0	\$23,232,594	\$10,007,712	\$5,347,325	\$25,826,347	\$64,413,978	\$31,224,276	\$5,067,000	\$95,638,254	-\$33,638,2 <u>64</u>
Permanent Stay												<del>e 25</del>
Move-In Support	Includes landlord incentive, security deposit, furnishing, utility deposit, and other move-in costs	\$13,000,000	\$0	\$0	\$0	\$0	\$386,018	\$386,018	\$1,273,635	\$0	\$1,659,653	\$11,340,34 <del>6</del>
Rental Assistance	2-year Time-limited subsidies (\$1,833 per month) for 400 people transitioning from motels to PSH pipeline	\$18,000,000	\$0	\$0	\$0	\$0	\$2,005,484	\$2,005,484	\$15,442,292	\$0	\$17,447,777	45 <sub>4575258</sub>
subtotal		\$31,000,000	\$0	\$0	\$0	\$0	\$2,391,502	\$2,391,502	\$16,715,927	\$0	\$19,107,429	\$11,892,571
Acquisition												age

tachment 2: Inside Safe Summaries by Fiscal Year and Budget Categorie	ories	
tachment 2: Inside Safe Summaries by Fiscal Year and Budget	Categ	
tachment 2: Inside Safe Summaries by Fiscal Year and B	udget	
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tachment 2: Inside Safe Summaries by Fisca	l Year	İ
tachment 2: Inside Safe Summaries by	/ Fisca	
tachment 2: Inside Safe Summaries	by	
tachment 2: Inside Safe	Summaries	
Lachment 2: Inside	Safe ture Breakdown	
tachment 2: FY 2023 - 24: \$250 Million Budg	Inside et and Expendit	
	Thent 2: 1 3 - 24: \$250 Million Budge	

	e 2:26	\$42,879,27 *42,879,27	\$42,879,270	-\$5,793,4760	-\$5,994,37	ЭС	-\$85,38	ES 400,002,73	00000000000000000000000000000000000000	-\$7,535.387	\$2 <mark>04,549</mark>	nt ( #:	<del>36</del> 23	<del>3</del> - 8	7 35	5	92, 136.33	iled 0	2/20	)/25
Difference between Budget and Total Expenses		Ŷ								69										
Total Expenses	\$47,200,900	\$42,879,270	\$0	\$5,793,470	\$95,873,640		\$85,387	\$7,200,000	\$250,000	\$7,535,387	\$315,298,918						I Year Obligations			using
FY 2024-25 Expenses Paid by June 30, 2024 Total Expenses	\$	0\$	\$0	\$0	\$0		0\$	0\$	0\$	\$0	\$5,067,000						with Future Fisca			5 units of interim ho
Future Fiscal Years Obligations under HEA	\$11,096,000	80	\$0	\$0	\$11,096,000		\$0	\$	0\$	\$0	\$92,189,960						Projected Balance with Future Fiscal Year Obligations	25 (8.5M). tt of \$23,931,461.		ding will provide 186
FY 2023-24 Total Expenses (Paid, 1 Pending Payment, Projected)	\$36,104,900	\$42,879,270	\$0	\$5,793,470	\$84,777,640		\$85,387	\$7,200,000	\$250,000	\$7,535,387	\$223,108,958						96	dget Breakdown 24 (\$122K) and FY itional projected cos		or projects. This fund
FY 2023-24 F Projected F	\$	Ş	\$0	\$0	\$0		\$17,934	°\$	0\$	\$17,934	\$28,235,783						FY 2023 - 24 Year End Projected Balance	:. FY 2024 - 25: Bud ng allocation for FY re would be an add		have been issued f
FY 2023-24 Incurred Expenses Pending Payment	Э́	<del>ç</del>	\$0	0\$	\$0		0\$	\$	0\$	\$0	\$7,562,355						FY 20	4-25 Costs. See Table C ire split across the fundli ions were executed, the		ed on award letters that
FY 2023-24 Expenses F Paid after July 1, F	<del>o</del>	Ģ	\$0	\$0	ŝ		\$	\$	0\$	\$0	\$18,354,139							encumbered for FY 202 st. The projected costs a ptions. If extensions opl		t has been revised bas
FY 2023-24 Expenses Paid by P June 30, 2024 2	\$36,104,900	\$42,879,270	\$0	\$5,793,470	\$84,777,640		\$67,452	\$7,200,000	\$250,000	\$7,517,452	\$168,956,681							ount, \$18,960,331 is ement in early Augu greement extension o		s. The level of suppo
F Interim Budget E Adjustments J	Ş	¢	\$42,879,270	\$0	\$42,879,270		\$0	\$	0\$	\$0	\$65,381,054							the encumbered am -Y 2024-25. te July and one agre sts for Occupancy Ag		in HOME-ARP fund
FY 2023-24	\$47,000,000	<del>o</del> Ø	\$0	\$0	\$47,000,000		\$	0\$	0\$	\$0	\$250,000,000	\$315,381,054	\$174,023,681	\$18,354,139	\$25,670,569	\$112,483,618		nditures are paid out. Of s for the first quarter of F existing agreement in Is not include projected co:		P Round 3, and \$12,940
Commants	The \$47M supports a portion of the acquisition and renovation costs for the May/air helds (\$7.0.3M) for 294 rooms and provides \$51M as matching funds to reveage project Homedray(\$7.0 HH/S) funds for the acquisition of 2 modes * toking 185 H units.	A cash flow loan was authorized from the HEA for reimbursement from the Community Development Block Grant (CDBS) Fund (\$27,887,000), Proposition HHH Fund (\$5,192,270), and the Municipal Housing Finance Fund (MHFF) (\$5,000,000).	Repayment of cash flow loan				Support for, and ensuring the safety of, City staff and Inside Safe participants.	Includes the City's response to the emergency declaration on homelearness, executive firectives to lead a citywide increases in affordable housing production, and the inside Safe initiative. As a allows for the direct hiring of 13 outreach teams to be trained and deployed in support of the Inside Safe initiative.	Support for the dismantling and recycling of RVs that have been impounded and are unclaimed, in grave disrepair, or are an environmental hazard.		u.	Total Cash Available for FY 2023-24	Total Expenditures Paid by June 30, 2024	Total Expenditures Paid after July 1, 2024	Funds Encumbered Balance in FY 2023-24 <sup>4</sup>	FY 2022-23 Reappropriation to FY 2024-25	-	<sup>1</sup> Funds for booking and occupancy agreements were encumbered funds will decrease as expenditures are paid out. Of the encumbered amount, \$18,960,331 is encumbered for FY 2024-25. Dotsits, See Table C. FY 2024-25. Fudget Breakdown <sup>1</sup> Funds for booking and occupancy agreements and Service Fordiac Costs for the first quarter of FY 2024-24. <sup>3</sup> Two new occupancy agreements were executed in late June 2024, one agreement and a mandment to an existing agreement in late July and one agreement and an amontment to an existing agreement in late July and one agreement and a agreement and a mandment to an existing agreement in late July and one agreement and a mandment to an existing agreement in late July and one agreement and a mandment to an existing agreement in late July and one agreement and a mandment to an existing agreement in late July and one agreement and an adreement and an advect advect or ost of \$23,931,461.	Projections for the six month renewal through July 31, 2024 reflect LA Grand demobilization and ramp down. Service Provider costs reflect actuals reported by LAHSA as of March 15, 2024.	<ul> <li>Updated as reported by the Mayor's Office, pending final budget.</li> <li>Multiple funding sources support the PHK3 Matching Funds: 331,567,800 from HEA, \$15,000,000 from HHAP Round 3, and \$12,940 in HOME-ARP funds. The level of support has been revised based on award letters that have been issued for projects. This funding will provide 185 units of interim housing</li> </ul>
o Budget Category	Motel Acquisition	Mayfair - Fund Loans	Mayfair - Loan Reimbursement	Mayfair - Renovation Shortfall <sup>e</sup>	subtotal	City Departments	Los Angeles Police Department Overtime	Homelessness & Housing Solutions Support (Mayor's Office) *	Los Angeles Police Department - Vehicle Recycling Program	subtotal	Grand Totals by Column							<sup>1</sup> Funds for booking and occupancy agreements. <sup>2</sup> Euture Fiscal Years Obligations includes cost pi <sup>3</sup> Two new occupancy agreements were do Additionally two occupancy agreements were do	<sup>4</sup> Projections for the six month renewal through July 31, 2024 reflect LA Grand de <sup>5</sup> Service Provider costs reflect actuals reported by LAHSA as of March 15, 2024.	<ul> <li>Updated as reported by the Mayor's Office, pending final budget.</li> <li><sup>7</sup> Multiple funding sources support the PHK3 Matching Funds: \$31</li> </ul>

Per the Nondepartmental Footnotes of the adopted FY24 Budget Resolution, \$7.2M was transferred to the Mayor's Office or homelessness and housing support. As reported by the Mayor's Office, an estimated \$4.320,000 will be carried over as part of the Mayor's Fund 100 operating accounts in FY 2024-25.

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Inside Safe Summaries by Fiscal Ye	
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Attachment 2: Inside Table C. FY 2024 - 25: Budget Breakdown	

IANIE V. F. I. 2024 - 20. DUUGE DIGANUOMI											
			Budget (FY 2024-25 Funding Authority & FY 2023-24 2023-24 Reappropriation/Rollo	Interim Budget Adjustments	FY 2023-24 Earmark		FY 2024-25	l Year let	FY 2023-24 Earmark for Future Fiscal Year - Pending	Future Fiscal Years Requested	Ca
Budget Category	Comments	Service Period	ver)	(Iranster Complete)	Pending Iransfer	Iransters - Pending	Expenses Paid	Adjustments	Iranster	Iransters - Pending	
10tal Budget Authority		Grand lotals by Column	\$201,425,420					0%	0%	08	
Emergency Stabilization Beds State Grant <sup>3</sup>		FY 2024-25	\$33,000,000								. ~
Homelessness Emergency Account	t	FY 2024-25	\$0			\$10,487,633		\$448,875			
Inside Safe Reserve		FY 2024-25	\$80,000,000	\$6		-\$10,487,633		-\$448,875			
County Reimbursements		FY 2024-25	\$926,409	-\$926,409	C é	0\$	¢.				
EV 2023 24 Boommonuistion/Bollonor1 Bonding			\$113,926,409		\$0	\$0	\$0	\$0	80	80	
FT 2023-24 Reappropriation/Rollover - Pending FY 2023-24 HEA Rollover		FY 2023-24	\$3.183.618								
FY 2023-24 Inside Safe Reserve Rollover		FY 2023-24	\$109,300,000								
FY 2023-24 Encumbered Funds for Executed		FY 2024-25 &									
Occupancy Agreement		FY 2025-26 EV 2022 22 P	\$18,960,331								
Amounts Earmarked for FY 2022-23 & FY 2023-24 Expenses '	1	FY 2022-23 & FY 2023-24	-\$43,944,939								
subtotal			\$87,499,011	0\$	0\$	0\$	\$0	\$0	\$0	0\$	
											5
Interim Housing											
	Booking Agreements (prior year earmark)*	FY 2024-25	\$7,437,639	\$7,437,639	\$0	\$0	\$2,942,530	80	\$0	\$0	8
	FY 2024-25 Occupancy Agreements <sup>2</sup>	FY 2024-25 - FY 2027-28	\$8,522,062	\$8,073,187	\$0	\$0	\$721,832	\$448,875	\$	\$0	ume Se 88
	FY 2024-25 Occupancy Agreements (orior vear encumbrance)	FY 2024-25 & FY 2025-26	\$18,960,331	\$14,700,711	\$0 \$	80	\$2.767.109	30 	\$4.259.620	80	
	FY 2024-25 Occupancy Agreements (Booking Agreement Transition)	FY 2024-25	\$1,454,956	80	0\$	\$1 454 956	US				
Motel Nightly Rentais	LA Grand monthly lease costs for July 2024 (prior year earmark)	FY 2024-25	\$1,595,787	\$1,595,787	\$0	\$0	80				21,36,72 81,36,72
	FY 2024-25 Facility Expenses (Damages)	FY 2024-25	\$200,000	0\$	0\$	\$200,000	\$5,690	0\$	0\$	0\$	\$200,000
Operating Expenses	Insurance Adjuster (Facility Expenses)	FY 2024-25	0\$		0\$	\$0	0\$				8
	Platform to streamline the administrative workflow associated with motel nightly rental through support in data processing, dashboards, and payment support. Contractual costs estimated for two years.					ę					-iled 0
Payment Enablement Services subtotal	(prior year earmark)	F1 2023-20	\$43,330,775	\$31,807,324	\$2,580,000	\$1,654,956	30, 337, 161	\$448,875	\$6,839,620	80	
Service Provider Sunnort Services											_0/2
	(prior year earmark)*	FY 2024-25	\$15,184,048	\$3,796,012	\$11,388,036	\$0	\$3,593,007	80	\$0	0\$	
FY 2024-25 LAHSA Service Providers Costs	FY 2024-25 Quarter 2	FY 2024-25			0\$	\$3,796,012					
FY 2024-25 LA Grand - Services Cost	Service costs provided by Weingart for the LA Grand extensions from for July 2024. (prior year earmark)	FY 2024-25	\$1,040,592	80	\$1,040,592	\$0	80	80	0\$	80	
FY 2024-25 Mayfair - Services Cost	Service costs provided by Weingart for the Mayfair from July 1, 2024 to April 30, 2025 (prior year earmark)	FY 2024-25	\$10,989,687	\$3,009,287	\$3,104,556	\$4,875,844	80	0\$	0\$	0\$	\$10,985
Personal Property Storage	storage bins (measuring 10' x 8' x 8' in size) at motel sites, at a cost of approximately \$80 per month	FY 2024-25	\$18,675	\$18,675	\$0	0\$	0\$	\$	0\$	0\$	
Mayfair Hotel - Insurance Policy	Reimbursement to CAO Risk Management Group for the Mayfair Hotel's Property Insurance policy: term: March 27, 2024 - March 27, 2025	FY 2023-24 & FY 2024-25	\$82,795	\$82,795	\$0	\$0	\$82,795	\$0	\$0	0\$	\$82,795
CD 14 Congregate Shelter - Weingart		FY 2024-25	\$2,328,700	\$582,175	\$0	\$0	\$0	\$	\$0	\$0	\$2,328,70
CD 14 Congregate Shelter - Union Rescue Mission - FF&E		FY 2024-25	\$375,000	\$375,000	\$0	\$0	\$0	\$0	\$0	\$0	\$375,00

Categories	-
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Attachment 2 Table C. FY 2024 - 25: Budget Bree	

Control         Contro         Control         Control <th< th=""><th>Table C. FY 2024 - 25: Budget Breakdown</th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></th<>	Table C. FY 2024 - 25: Budget Breakdown												
Matrix         Matrix<				Budget (FY 2024-25 Funding Authority & FY 2023-24 Reappropriation/Rollo	i teter		a a librar de la compara de	FY 2024-25	Future Fiscal Year Interim Budget	FY 2023-24 Earmark for Future Fiscal Year - Pending	Future Fiscal Years Requested		
Upper Contraction         Upper Contraction <thupper Contraction         Upper Contraction</thupper 									Aujustine				
gut: turbutuutuutuutuutuutuutuutuutuutuutuutuutu	CD 14 Congregate Shelter - Union Rescue Mission - Operating Costs	100 beds congregate shelter site in CD 14, with Union Rescue Mission as the Service Provider*	FY 2024-25	\$3,014,000	\$753,500	0\$	0\$	0\$	Ş		Ş		
and Bigue         inclusion bigue         inclusion bigue<		lease agreement with Metro for July 2024-June 2005	EV 2004-25	\$150.000		Ç	150.000	Ģ	Ş		Ģ		
utbol         utbol <th< td=""><td></td><td></td><td></td><td>\$48,367,545</td><td></td><td>\$15,533,184</td><td>\$8,821,856</td><td>\$3,675,803</td><td>\$0</td><td></td><td>\$0</td><td>съ С</td></th<>				\$48,367,545		\$15,533,184	\$8,821,856	\$3,675,803	\$0		\$0	съ С	
Control force         Contro         Control force         Control force </td <td>Permanent Stay</td> <td></td>	Permanent Stay												
25 Fordina Automatica       2 rand mand automatica       17 rand mand automatica       15 rand mand automatica	FY 2024-25 Move-In Support	Includes landlord incentive, security deposit, furnishing, utility deposit, and other move-in costs (prior year earmark)		\$1,273,635	\$1,273,635	80	80	80	80		0\$		
Index         Standard         Standard <t< td=""><td>FY 2024-25 Rental Assistance</td><td>2-year Time-limited subsidies (prior year earmark)*</td><td>FY 2024-25</td><td>\$15,442,292</td><td>\$2,206,042</td><td>\$13,236,251</td><td>\$0</td><td>\$0</td><td>\$0</td><td></td><td>\$0</td><td></td></t<>	FY 2024-25 Rental Assistance	2-year Time-limited subsidies (prior year earmark)*	FY 2024-25	\$15,442,292	\$2,206,042	\$13,236,251	\$0	\$0	\$0		\$0		
International control       Internatinternational control       Internati	subtotal			\$16,715,927	\$3,479,677	\$13,236,251	\$0	\$0	\$0		\$0		
Indian         Endian         Endian <th endia<="" td="" th<=""><td>Accutisition</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></th>	<td>Accutisition</td> <td></td>	Accutisition											
Attribute         Bit of the function         Bit of the functin         Bit of the function <th< td=""><td>ltion</td><td>Includes funds to leverage Project HomeKey3 (PHK3) funding for the acquisition of 2 motels totaling 185 H1 units (prior year earmark)</td><td>FY 2024-25</td><td>\$11,096,000</td><td>80</td><td>\$11,096,000</td><td>80</td><td>80</td><td>09</td><td></td><td>S S</td><td></td></th<>	ltion	Includes funds to leverage Project HomeKey3 (PHK3) funding for the acquisition of 2 motels totaling 185 H1 units (prior year earmark)	FY 2024-25	\$11,096,000	80	\$11,096,000	80	80	09		S S		
attmostattmostattractionat				\$11,096,000	\$0	\$11,096,000	\$0	\$0	80		80		
Image: section for the point in the point of th	City Departments											Þ	
0.821         50         510.821         510.821         510.821         510         50 </td <td>Staffing</td> <td>Homelessness &amp; Housing Solutions Support (Mayor's Office)</td> <td>FY 2024-25</td> <td>\$3,500,000</td> <td>\$3,500,000</td> <td>0\$</td> <td>0\$</td> <td>0\$</td> <td>0\$</td> <td></td> <td>0\$</td> <td></td>	Staffing	Homelessness & Housing Solutions Support (Mayor's Office)	FY 2024-25	\$3,500,000	\$3,500,000	0\$	0\$	0\$	0\$		0\$		
(0,27         S3.560.000         S0         510.821         510.821         510.821         510.821         500         50	Los Angeles Police Department Overtime	Support for, and ensuring the safety of, City staff and Inside Safe participants.	FY 2024-25	\$10,821	0\$	0\$	\$10,821	\$10,821	0\$		0\$		
0000         S0         S	subtotal			\$3,510,821	\$3,500,000	\$0	\$10,821	\$10,821	\$0		\$0		
00000         S0	Emergency Stabilization Beds State Grant <sup>3</sup>											37	
0.000         S0	Interim Housing Construction		FY 2024-25	\$33,000,000	0\$	\$0	0\$	0\$	\$0		0\$		
(6.051         \$20         \$453.765         \$20 <th< td=""><td>sub total</td><td></td><td></td><td>\$33,000,000</td><td>\$0</td><td>80</td><td>\$0</td><td>80</td><td>\$0</td><td></td><td>\$0</td><td></td></th<>	sub total			\$33,000,000	\$0	80	\$0	80	\$0		\$0		
6.061         S0         S4.3.765         S0	FY 2023-2024 Uncommitted Funds												
6.051         S0         S453.765         S0	Uncommitted Funds		FY 2024-25	\$376,051		\$453,765	0\$	\$0	0\$		0\$		
11.063         5.47,404,446         5.42,889,200         5.10,457,633         5.10,123,784         \$448,875         \$6.839,620         \$0         \$0           M.351         3.31,123,784         \$40,173,784         \$448,875         \$6.839,620         \$0         \$0           M.351         3.31,123,784         \$10,123,784         \$448,875         \$6.839,620         \$0         \$0           3.331         5.33,512         Total and the statistical verse some some some some some some some so	subtotal			\$376,051	\$0	\$453,765	\$0	\$0	\$0		\$0		
4,351 4,351 4,352 Eveneses Details renarring these next fiscal ward eveneses can be found on Table A and Table R	Budget Categories Grand Totals by Column			\$156,021,069	\$47,404,446	\$42,899,200	\$10,487,633	\$10,123,784	\$448,875	\$6,839,620	0\$		
223 & EV 2023.2 Evoneses Details renarrine these next fiscal vears' evonces can be found on Table A and Table R		FY 2024-25 Budgeted Funds, Pending App	roval and Expenditure	\$45,404,351									
	1 \$112.5 million from FY 2023-24 is pending reapprop	oriation into the FY 2024-25 accounts. Of this amou	int, \$43.8 million was ear	marked for FY 2022-23 &	FY 2023-24 Expenses.	Details regarding these	past fiscal years' exper	ises can be found on T	able A and Table B.				

<sup>2</sup> Two new occupancy agreements were executed in late June 2024, one agreement and an amendment to an existing agreement in late July and one agreement in early August. The projected costs are split across the funding allocation for FY 24 (\$122K) and FY25 (8.5M). Additionally two occupancy agreements were demobilized in early August, pending reconciliation. This does not include projected costs for Occupancy Agreement extension options. If extensions options were executed, there would be an additional projected cost of \$23,931,461. <sup>3</sup> The Emergency Stabilization Beds State Grant are deposited in a separate account and not in the HEA or Inside Safe Reserve. Funding allocation and approvals relating to this grant is provided in separate reports.

Costs
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Location/Program	Council District	Service Provider for Operation	Council District where Placements	No. of Placements <sup>2</sup>	Interim	Deceased Incarcerated		Current Status <sup>1</sup> Medical or Permanent	Returned to	Returned to	Substance	Approved Budget <sup>6</sup>	Service Provider Cost	Motel/Hotel Cost (per night per
			Were Made		Housing		Psyc Fa		Homelessness	Homelessness - Working with	Abuse Facility		(per person per day) <sup>3</sup>	berson)
12/30/2022 101/Cahuenga		The People Concern (TPC)		29	10	21	0		7		0	\$922,284.61		\$110.
Zone	= =	st. Joseph Center (SJC) St. Joseph Center (SJC)	Unincorporated 11	8		0 C	7 C	-			- 0	\$72	\$17	
stern		HOPICS	8,9	28		3	-	0	5 6	-	0	\$919		\$110.00-\$115.00
an		St. Joseph Center (SJC)	8, Unincorporated	51		0	0				0	\$1,191	\$36	\$110
LA Grand Extension	Vorious	The Salvation Army (TSA) /	7	077		c	c				C			
99th and Flower	8	HOPICS	r 80	88	6	-7 2	4 4	-7 1	19 33	~ ~	0	\$1.140.476.98	\$55.85	\$110.00-\$115.00
Victory/Vineland	2	LA Family Housing (LAFH)	5	44		0	0				0			
6th and Fairfax	5	The People Concern (TPC)	13, 14	42		2	0	0		9	0			
2/21/2023 81st and Fig Alley	8	HOPICS	80	20		0	-				0			
105/Figueroa/Hoover	15	HOPICS	œ	51		e	e	0		2	0			
		The Salvation Army (TSA) /	:			-								
Popup Winter Shetters	Various	Weingart	14	78	13	-	-		17 37		0			\$125
Shelter	Various	First To Serve (FTS)	8, 9, 14	31	5	0	e				0	\$3,754,325.12	\$6\$	\$100.00-\$114.
pe	ო	Hope The Mission (HTM)	e	44	15	-	0				0	589	\$43	\$139.
	14	LAHSA/DMH	14	173	4	2	2	2 6		17	-	N/A		\$125.
	13	PATH	13	64	23	2	1				0	\$3,217,280.12	\$81.22	\$100.00-\$120.00
Aug Winter Shelter to LA			:	1		4					,			
	Various	The People Concern (TPC)	14	57	9	2	0	0	11 19	2	0	N/A	A/A	\$125.00
Aug Winter Sheiter: County Motel to City														
	Various	First to Serve (FTS)	14	42	7	0	0	0	16 13	9	0	N/A	N/A	\$125.00
icine		The Salvation Armv (TSA) /		!		2	>				0			
Outreach (Metro LA)	14	Weingart	14	27	12	-	0	-	2 7	4	0	N/A	N/A	\$125.0
		The Salvation Armv (TSA) /												
3/21/2023 CIRCLE Outreach	Various	Weingart	14	7	0	0	-				0	N/A	N/A	
Arcadia/Spring	I	The People Concern (TPC)		11	18	2	2	0			0	N/A		
4/28/2023 Grand/Vernon	6	HOPICS	8,9	42	80	-	2		23 4	r	0	\$893,404.89	\$55.40	\$95.00-\$115.00
San Vicente	5	St. Joseph Center (SJC)	Unincorporated, 8	27	9	-	-	0	6 10	e	0	\$900,767.43	Pending	
d 52nd	6	HOPICS	6	51	4	-	0				0	\$1,233,333.36		
Lomita/McCoy	15	Harbor Interfaith Services,	13, 15	68	10	<del></del>	7				0	\$2,319,245.00		\$100.00-\$110.00
	40	mc. #F- B C (TDC)	2	ç	4	c	c					\$002 004		
Hollywood/El Centro Chatawarth Matrolink	<u> </u>	Line People Concern (LPC)	2 5	33	0 4	0 0	0 0					#1 000 E07 E0		
6/29/2023 Ranchol.lim Gilliam	10		8 9 Unincorporated	41	2 5	c	- r		13			\$1 529 955 72	\$64.16	
Ritchie Valens/Paxton	2	LA Family Housing (LAFH)	2		00	5	. w				0	\$1.394,099.95		
Park/118						I	1				1			
7/27/2023 Grand/Broadway/45th	6	HOPICS	6	42	4	0	0	0	25 10	e	0	\$1,037,088.72	\$52.02	\$103.00-\$125.00
							-				1		-	
Selma Ave	13	The People Concern (TPC)	13	41	14	0	2	0	15 6	4	0	\$697,215.84	\$15.96	\$140.0
/an Nuys	9	Hope The Mission (HTM)	9	52	20	0	0				0	\$1,103,465.20	\$20.	\$104.4
4	c	Let a The Address Altra	c	00		6	c				C	\$0 000 024 00		
9/19/2023 Vyandotte 10/3/2023 Balhoa/Devonshira	ъ <del>с</del>	Hope The Mission (HTM)	ъ <del>с</del>	35	0 <sup>4</sup> a	0 +	° °	0 0	10	7 0		\$1,028,871.00 \$1,017.280.00	Pending	\$ 130.80-\$ 139.40
Virdil/Shatto Park	1 10 13	St Incenti Center (SIC)	4 2	116			4 0					\$600.600 000		\$148 20 - \$152 65
	2, 2, -	DUTH	<u>5</u> 6	2		-	4				>	\$2 645 940 00		\$148.20 - \$152.0
Venice/Globe	5.11.24	St. Joseph Center (SJC)	8.11	68	23	0	2	0	11	23	0	\$500.500.00		\$100-\$140
		First to Serve (FTS)	8, 11				I					\$911,130.00		\$100-\$140
Wilshire/Little	-	PATH	~	81		2	2		1 26		0	\$2,111,670.00		\$114.00-\$125.40
Ave/Vanowen St		Hope The Mission (HTM)	9	7	9	0	0	0	2	2	0	\$329,120.00		\$104.40
Hoover/81st	œ	HOPICS		46		0	-		3		0	\$1.087,900.00	\$51.80	\$110.00-\$132.60
wn		Hope The Mission (HTM)		31		-	0				0	\$624,382.00		\$110.00
		LA Family Housing (LAFH)	2									\$552,292.00		\$119.70
Figueroa Corridor Repop A	σ	HOPICS / St. Joseph Center (S.IC)	σ	13	4	c	+	C	4	~	0	Pending	Pending	\$100.00-\$115
	,	(222)		2		,		2				0		* *
non Repop A	6	HOPICS	6	7	4	0	0	0	0	0	0	Pending		
12/12/2023 12/12/2023 101/Cahuenga Repop A	4	The People Concern (TPC)	13	3	3	0	0	0			0	Pending	Pending	
Hollywood/El Centro		The Decide Courses (TDC)	ç 7	c		c	c		c		c	a nife no C		
Kepop A Eigiteroa Corridor Benon	5	I ne reopie concern (I ru)	51	Z		D	>	5	0			renaing	Fending	77
	6	HOPICS	б	2		0	0		0 0	2	0	Pending		
1st and Spring	14	Weingart	14	21	6	0	0	0			0	N/A	N/A	
Ritchie Valens/Paxton	2	I A Family University (LAEU)	c	L	c	-	-	0	C	c	C	Danding	paipao	\$10E 00 \$110 70
Ritchie Valens/Paxton		LA Falling Housing (LAFTI)		0		>	-	>				Rinnia		
Park/118 Repop B	7	LA Family Housing (LAFH)	7	-	0	0	-	0	0	0	0	Pending	Pending	\$114.00
Figueroa Corridor Repop	c	HOPICS / St. Joseph Center												
	σ			u		c	0	c	¢	•	c	Donding	Donding	00000

# Attachment 3: Inside Safe Operations and Associated Service Provider and Hotel Costs

Type of Operation	olar Ludie		сосаноп/Program	Dietrict		nonte	- 3	H	H		Modical or	Pormanont	Dotumod to		Cubetanoo	Budaot 6	Drowider Cost	(nor night nor
						where Placements Were Made	Placements 4	Interim Do Housing	Deceased In	Incarcerated F	Medical or Psychiatric Facility	Permanent Housing	Returned to Homelessness	Returned to Homelessness - Working with	Substance Abuse Facility		Provider Cost (per person per day) <sup>3</sup>	(per night per person)
Repopulation Operations	12/19/2023	12/19/2023	Grand/Vernon Repop B	0	HOPICS / St. Joseph Center (SJC)	σ	2	0	0	0	0	0	0	0	0	Pending		\$110.00-\$115.
population Operations	12/20/2023	12/20/2028	Ritchie Valens/Paxton 3 Park/118 Repop C		-A Family Housing (LAFH)		-	-	0	0	0	0	0	0	0	Pendina		
Encampment Operations	1/9/2024	1/9/2024	oinsettia/Romaine St	5 13	The People Concern (TPC)	13	38	52	5	2	0	2	9	4	0	\$727,320.00	Pending	\$111
Renomination Oberations		1/16/2024	101 / Cabilanda Ramon B		The People Concern (TPC) /	13 12	ę	α		C	c	C	0	C	6	Danding	Danding	\$100.00-\$140
Repopulation Operations	1/18/2024	1/18/2024	87th & Western Repop		HOPICS	t 00	5 4	0 4	0	0	0	0	4 0	0	0	Pending		<u></u>
Encampment Operations	7/19/2024	1/19/2024 2/1/2024	Crenshaw/Victoria Alhamhra/College	4	HOPICS Weincart	8,9	17	9	- 0	0 0	00	0 %	4	- 0	0 0	\$198,440.00 N/A		\$110.00-\$115.0 \$125.0
		1	Poinsettia/Romaine St			<u>t</u>	2	r	-					1				
Repopulation Operations	2/6/2024	2/6/2024 Repop A	Repop A Victory & Vineland	5,13	The People Concern (TPC)	13	~	-	0	0	0	0	0	0	0	Pending	Pending	\$131.
Repopulation Operations	2/8/2024		Repop A	2	LA Family Housing (LAFH)	N/A	9	e	0	0	0	~	2	0	0	N/A		
Repopulation Operations	2/8/2024	2/8/2024 \	Wyandotte Repop A		Hope The Mission (HTM)	9	-	0	0	0	0	-	0	0	0	Pending	Pending	\$104.4
Repopulation Operations	2/9/2024	2/9/2024 F	Repop A	12	Hope The Mission (HTM)	9	2	0	0	0	0	0	0	2	0	Pending	Pending	\$104.40
Repopulation Operations	2/13/2024	2/14/2024 F	Crenshaw/ Victoria Repop A	0	HOPICS	8	e	5	0	0	0	0	-	0	0	Pending	Pending	\$114.00
Renomilation Onerations	2/14/2024		Figueroa Corridor Repop		HOPICS / First To Serve	σα	α	ω ν	c	c	c	-	-	C	c	Danding		\$100 00- \$115 00
	14004		Rancho/ Jim Gilliam		HOPICS / St. Joseph Center					,		- 0	- c					
	2/ 14/2024		105/Figueroa/Hoover		(OLC) / FIIST 10 ORIVE (FIO)	р ó	· «	4		-			0	-		6	Leuang	ð e
Repopulation Operations	2/20/2024	2/20/2024 F	Repop A Figueroa Corridor Repon	15	N/A	NA	-	-	0	0	0	0	0	0	0	N/A	N/A	Ż
Repopulation Operations	2/21/2024	2/22/2024 E	E	6	HOPICS / PATH	9, 13	5	0	0	0	0	2	ю	0	0	Pending	Pending	\$100.00-\$152.65
Repopulation Operations	2/21/2024	2/22/2024 Repop B	Rancho/ Jim Gilliam Repop B	6	HOPICS / First To Serve (FTS)	œ	7	4	0	0	0	e	e	-	0	Pending	Pending	\$100.00-\$
Repopulation Operations	1220004	100/00/00	Crenshaw/ Victoria Renon B		HOPICS	α	4	-	c	C	C	C	er.	C	C	Pending	Pending	
Encampment Operations	2/23/2024	2/23/2024	Sunset/Gower (6063	13	The People Concern (TPC) /	13	4	m	0	0	0	~	0	0	0	Pending		\$110.0
Encampment Operations	2/23/2024	2/23/2024	Wakefield/Terra Bella	9	Hope The Mission (HTM)	9	10	10	0	0	0	0	0	0	0	\$141,900.00	Pending	2
Repopulation Operations	2/29/2024	2/29/2024 0	Crenshaw/Victoria Repop C	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	HOPICS	80	m	-	0	0	0	0	2	0	0	Pendina	Pendina	
Benow Istion	VCUCIVIE	A COCI NIS	Rancho/ Jim Gilliam		24 Incenth Center (SIC)	0	-	-	-				C			Dending		\$10.2.0
Encampment Operations	3/6/2024	3/6/2024	Alameda Triangle		LA Family Housing (LAFH)	1, 14	- 9	- rc	0	0	0	0	0		0	\$77,220.00		
:			101 / Cahuenga Repop				!	+	-	1								
Repopulation Operations Encampment Operations	3/1/2024		C Vernon/Avalon	4 0	FALH / Weingart First To Serve (FTS)	13, 14 8	10	~ ~	0	0	0 0	0 0	0 0 C	0 0	0	Pending	Pending	\$100.001
Repopulation Operations			Victory & Vineland 3/13/2024 Report B		LA Familv Housing (LAFH)	2.7	-	-	0	0	0	0	0	0	0	Pendina	Per	
			Canoga/Vanowen Repop				· .						, ,					
Repopulation Operations Encampment Operations	3/13/2024 3/15/2024	3/15/2024 /	A Willow Tree Inn		LA Family Housing (LAFH) LA Family Housing (LAFH)	2	N 4	3 0	00	0 0	0 0	0 0		- 0	0	Pending	Pending	\$105.00-\$119.
d Incide Safe Efforts			A Grand EBE	9	The Salvation Army (TSA) /	5	840	6	α	c	-	60	£3	30	-	NIA		
Targeted Inside Safe Efforts			Mayfair ERF		weiligait	±	163	124	- 0	- 1	- 0	6	12	16	- 0			5
pulation Operations	3/20/2024	3/20/2024 9	99th/Flower Repop A		First To Serve (FTS) Harbor Interfaith Services	80	-	-	0	0	0	0	0	0	0	Pending	Pending	
Repopulation Operations			Lomita McCoy Repop A	15	Inc.	13, 15	7	5	-	0	0	0	~	0	0	Pending		\$105.00-\$110.00
Encampment Operations	3/21/2024	3/21/2024 F	RFK Inspiration Park		The People Concern (TPC) / St. Joseph Center (SJC)	13	17	80	0	0	0	2	2	0	0	Pending		
Encampment Operations	3/27/2024	3/27/2024 F	Fountain/Alexandria Ave	13	St. Joseph Center (SJC)	13	19	15	0	-	0	0	-	-	-	Pending	Pending	
Repopulation Operations	3/27/2024	3/27/2024 E	1011 / Canuenga Kepop D	4	St. Joseph Center (SJC)	13	2	0	0	0	0	0	2	0	0	Pending	Pending	
Repopulation Operations	3/27/2024	3/27/2024 F	Figueroa Corridor Repop F	 	HOPICS / St. Joseph Center (SJC)	9, 13	5	e	0	0	0	0	2	0	0	Pending	Pending	\$100.00-\$131.
Repopulation Operations	3/27/2024	3/27/2024 F	Rancho/ Jim Gilliam Repop D	10	HOPICS		-	-	0	0	0	0	0	0	0	Pendina		
opulation Operations		3/27/202	37th & Western Repop B	2 @	HOPICS	0 0	-	-	0	0	0	0	0	0	0	Pending		\$103.00
Encampment Operations	3/28/2024	3/28/202	4 Foothill Blvd. & Bengal St.	7	LA Family Housing (LAFH)	2	- 19	17	0	0	0	0	0	2	0	\$244,200.00	Pending	
Repopulation Operations	3/28/2024	3/28/2024 0	Victory/Vineland Repop C	~	LA Family Housing (LAFH)	2	-	~	0	0	0	0	0	0	0	Pending	Pending	\$105.00-\$119.70
Repopulation Operations	4/3/2024		Canoga/Vanowen Repop B	e.	LA Family Housing (LAFH)		· · ·	,						,				
			,			7	17		0	0	0	o	0	=	0	Pending	Pending	8112-00-0118

Attachment 3: Inside Safe Operations and Associated Service Provider and Hotel Costs
Inside Safe Operations and Associated Service Provider and Hotel Costs <sup>1</sup>

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			District		where Placements Plac	ients 2		Deceased In	Incarcerated M			Returned to		Substance	, 1980na	Provider COSt	(per night pei
					Were Made		Housing			Psychiatric H Facility	Housing	-	Homelessness - Working with	Abuse Facility		(per person per day) <sup>3</sup>	person)
Denomilation Onomilano	1000101 A	Figueroa Corridor Repop	c	HOPICS / St. Joseph Center	0 I Inincerno	ſ	-	6	-		-				Donding	Dandina	*0E OD #110 00
				(nre)	a, unincorporated	0	-					N			Leilailig	Lenard	51
Repopulation Operations	s 4/3/2024	4/5/2024	10	HOPICS	6	-	- 0	0	0	0	0	0	0	0	Pending		\$100.00
Repopulation Operations		4/5/2024 99th/Flower Repop B 4/0/2024 Wivendotte Renon B	× ~	I A Family Housing (FIS)	8	7	7 6					- c			Pending		\$00. \$05
Encampment Operations	1	4/10/2024	6	HOPICS / St. Joseph Center	9, Unincorporated	10	00	0	0	0	-	0	0	0	Pending	Pending	\$95.00-\$115.00
		100010111	,	(SJC) / First To Serve (FTS)				•							: (	:	007 0 00 100
Repopulation Operations	s 4/10/2024	4/10/2024 Wilshire/Little Repop A	_	First To Serve (FTS)	14	5	•	0	0	0	0	5	0	0	Pending	Pending	\$95.00-\$100.0
Repopulation Operations	s 4/10/2024	4/10/2024 Repop B	5,13	St. Joseph Center (SJC)	13	-	-	0	0	0	0	0	0	0	Pending	Pending	\$131.
spopulation Operations			4	St. Joseph Center (SJC)	13	e	2	0	0	0	0	-	0	0	Pending		\$131.
icampment Operations			15	Harbor Interfaith Services, Inc.	15	39	33	0	-	0	-	2	2	0	Pending		\$115.00
Contractions		10001211	ų,	Harbor Interfaith Services,	u T	Ľ	c	c	c		c		C	c	paipad	Danding	\$100 00 \$10E
Encampment Operations	s 4/17/2024	4/17/2024 Vermont Median	2∞	HOPICS / St. Joseph Center		37	24	0	- c	0	- 0	10	- 1	0	Pending	Pending	\$100.00-\$140.00
				(SJC) / First To Serve (FTS)	Unincorporated												
Repopulation Operations	s 4/17/2024	4/17/2024 St. Repop A	7	LA Family Housing (LAFH)	7	4	~	0	0	0	-	-	~	0	Pending	Pending	\$95.00
Continue Constitution	REACTORIE	100010014	-	First To Serve (FTS) / Hope	1	-	c	0	c	c	c	-	c		Donding	Condina	\$05 00 \$103 \$0
		470717714			+ ';	-						-			6 Inia		21
Repopulation Operations	s 4/24/2024	4/24/2024	е	Hope the Mission (HTM)	7	5	e	0	0	0	0	-	-	0	Pending	Pending	\$102.
epopulation Operations				First To Serve (FTS)	0		0	0	0	0	0	<del>.</del>	0	0	Pendina	Pendina	\$105.00-\$110.00
Repopulation Operations	s 4/24/2024	4/24/2024	∞	St. Joseph Center (SJC)	Unincorporated	2	0	0	0	0	0	0	0	0	Pending	Pending	
Renonitation Onerations		4/25/2024    omita McCov Benon C		Harbor Interfaith Services, Inc	۲ ۲	-	+	C	- -	C	C	C	C	C	Dending	Dending	41 F
Encampment Operations	s 5/1/2024	5/1/2024	÷ <del>-</del>	St. Joseph Center (SJC)	1	0	Ω.	0	0	0	0	0	~	0	Pending		\$120.00-\$
Encampment Operations	s 5/2/2024	5/2/2024 Harold Way/Western and	13	The People Concern (TPC)	13	2	-	0	0	0	-	0	0	0	Pending	Pending	\$110.00-\$440.00
Ponomilation Onomilana	5 610004	Sunset 101 E/2024 Solmo Bonon A	67	The Beenle Concern (TDC)	10	c	c	-	c	c	*	c	c	0	Donding	Donding	¢110 00 ¢M0 00
			2		2	0	v				-					- Allara	3
Repopulation Operations	s 5/8/2024	5/8/2024	1,10,13	St. Joseph Center (SJC)	13	e c	0	0	0	0	0	0	0	0	Pending	Pending	\$148.20 - \$ <b>133</b> .66
Repopulation Operations			_	Harbor Interfaith Services.	41	7	>		0	>		7	0		renaing	Fenang	
Repopulation Operations	s 5/15/2024	5/15/2024	15	Inc.	13	5	e	0	0	0	0	-	~	0	Pending	Pending	\$105
Repopulation Operations				St. Joseph Center (SJC) / First To Serve (FTS)	8 14	4	~	C	-	C	0	C	+	C	Pending	Pending	\$95.00-\$114.00
spopulation Operations		5/15/2024		St. Joseph Center (SJC)	11	r eo	1 m	0	0	0	0	0	0	0	Pending	Pending	\$165.
Encampment Operations	s 5/30/2024	5/30/2024	13	PATH	13	7	9	0	0	0	0	-	0	0	Pending	Pending	\$148.20 - \$152.63
icampment Operations		5/31/2024		PATH	13	36	10	0	~	0	4	7	10	0	Pending	Pending	\$148.20 - \$152.
Penonulation Operations	ACOCINIA a	Foothill Blvd. & Bengal	~	1 A Family Housing (1 AFH)	90	u U	· ·	-	C	c	c	· · ·	· ·	-	Danding	Danding	\$104 40-\$110
					2, 0		v					v	v		6 Inia		21
Repopulation Operations	s 6/4/2024	6/4/2024 Station Repop A	12	Hope the Mission (HTM)	e	e	2	0	0	0	0	0	-	0	Pending	Pending	\$139.2
Repopulation Operations	s 6/4/2024	6/4/2024 Lomita McCov Repop E	15	Harbor Interfaith Services, Inc.	15	2	2	0	0	0	0	0	0	0	Pendina	Pending	\$ 110.
Repopulation Operations		Figueroa Corridor Repop	σ	HOPICS / St. Joseph Center (S.IC) / First To Serve (FTS)	ul 6 8	9	e.	C	C	C	C	° °	C	C	Pendina	Pending	\$95.00-\$110.00
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Encampment Operations			2 -		0 <del>-</del>	- 6						-	4 0		Pending		\$114.00-\$125
Encampment Operations	s 6/18/2024	6/18/2024 Olympic Blvd & S Gramercy Pl	<u>ى</u>	PATH		; <del>E</del>	4	0	~	0	0	- 9	0	0	Pending	Pending	\$114.00-\$125.40
ncampment Operations		6/25/2024		St. Joseph Center (SJC)	4	31	26	0	0	0	0	5	0	0	Pending		\$125.
Encampment Operations	s 6/26/2024	6/26/2024 8	. ∞	HOPICS & First to Serve (FTS)	8, 0	33	20	0	0	0	2	2	4	0	Pending	Pending	\$100.00-\$119.70
Repopulation Operations	s 7/2/2024	Virgil/Shatto Park Repop 7/2/2024 B	1.10.13	St Joseph Center (SJC) / PATH		9	~	C	C	C	C	-		C	Pendina	Pendina	\$100.00-\$131.10
Renomilation Operations	~	7/10/2024	u U	Hone the Mission (HTM)	. u	C.	0	- C	- C	C	C	C	-	- C	Danding	Danding	\$104 4
		11 10/202	Þ		P	°	7	>					-		niinia.		φ 104.
Repopulation Operations	s 7/10/2024	7/10/2024	3	Hope the Mission (HTM)	3	-	-	0	0	0	0	0	0	0	Pending	Pending	\$139.20
Repopulation Operations	s 7/10/2024	7/10/2024 St. Repop 7.10.2024	7	LA Family Housing (LAFH)	2, 7	e	e	0	0	0	0	0	0	0	Pending	Pending	\$95.00-\$119.70
Renomilation Onerations		110/2024	1 14	Abundant Blessings /	7	c	C	c	C	c	c	-	-	c	Danding	Danding	410 810
		11 10/202			±	4	>	>	>	>		-	-	>		Aunual	÷
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# Attachment 3: Inside Safe Operations and Associated Service Provider and Hotel Costs

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No. Type of Operation Star	Start Date End Date	<ul> <li>Location/Program</li> </ul>	Council District	Service Provider for Operation	Council District where Placements Were Made	No. of Placements <sup>2</sup>	Interim Housing	Deceased I	Incarcerated	Curr Medical or Psychiatric Facility	Current Status <sup>1</sup> or Permanent ric Housing	Returned to Homelessness	Returned to Homelessness - Working with	Substance Abuse Facility	Approved Budget <sup>6</sup>	Service Provider Cost (per person per day) <sup>3</sup>	Motel/Hotel Cos (per night per person)
134 Encampment Operations 7/	7/16/2024 7/16/2024	4 Sunset & Western	13	St Joseph Center (SJC) /	4, 13	35	17	0	10	0	-	8	7	0	Pending	Pending	\$100.00
135 Encampment Operations 7/	7/17/2024 7/17/202	7/17/2024 MLK Jr Park	8	HOPICS / St. Joseph Center (SJC)	8, 9	10	2	-	0	0	0	-	-	0	Pending	Pending	\$100.00 - \$119.7
136 Repopulation Operations 7/2	7/24/2024 7/24/2024	Foothill Blvd. & Bengal 24 St. Repop 7.24.2024	7	Hope the Mission (HTM)	9	4	4	0	0	0	0	0	0	0	Pending	Pending	\$104.
Repopulation Operations		Lomita McCoy Repop	15	Harbor Interfaith Services, Inc.	15	2	2	0	0	0	0	0	0	0	Pending		\$110.00
Repopulation Operations		Virgil/Shatto Park Repop 7/25/2024 7.24.2024	1.10.13	PATH	13	œ	~	0	0	0	0	5	2	0	Pendina		\$100.00-\$148.
Repopulation Operations		Wyandotte Repop	e	LA Family Housing (LAFH)			0	0	0	0	0	- (	00	0	Pending		\$105
Encampment Operations		//25/2024 Hollenbeck Park Vernon/Avalon Repop	4	Weingart HOPICS / St. Joseph Center	<u> </u>	57	F	0	7	0	0	<del>.</del> מ	0	-	Fending		Đ
141 Repopulation Operations 8	8/7/2024 8/7/202	24 8.7.2024 Lomita McCov Repop	0	(SJC) Harbor Interfaith Services.	8, 9	15	14	0	0	0	0	~	0	0	Pending	Pending	\$100.00-\$114.
142 Repopulation Operations 8	8/7/2024 8/7/202	8/7/2024 8.7.2024	15	Inc.	15	5	0	0	0	0	0	-	-	0	Pending	Pending	\$100.00
143 Repopulation Operations 8	8/7/2024 8/7/202	8/7/2024 Repop 8.7.2024	5,13	The People Concern (TPC) / St. Joseph Center (SJC)	13	5	з	0	0	0	0	0	2	0	Pending	Pending	\$110.00-\$152.65
Repopulation Operations	8/7/2024 8/7/2024	Wyandotte Repop 24 8.7.2024	ę	LA Family Housing (LAFH) / Hope the Mission (HTM)	2, 7	5	e	0	0	0	0	2	0	0	Pending	Pending	\$102.60-\$119.
	8/13/2024 8/13/2024	24 Owensmouth & Erwin	en :	Hope The Mission (HTM)	en i	27	1	-	-	0	2	2	2	0	Pending		\$170.00
Encampment Operations	14/2024 8/14/202	4 Hollywood Blvd & N Gower St	13	PATH, St. Joseph Center (SJC), The People Concern (TPC)	13	56	25	0	0	0	0	18	13	0	Pending	Pending	
147 Encampment Operations 8/	8/21/2024 8/21/202	8/21/2024 Sunset & Wilcox	13	The People Concern (TPC) /	13	4	4	0	0	0	0	0	0	0	Pending	Pending	\$114.00-\$131.
148 Encampment Operations 8/7	8/27/2024 8/27/202	8/27/2024 Hope & 18th	14	First to Serve (FTS) / Abundant Blessings / B.A.R.E Truth	14	38	53	0	0	0	n	Ø	4	0	Pending	Pending	\$95.00-\$119.7
149 Renonulation Oberations 8/2	R/28/2024 8/28/2024	Lomita McCoy Repop	5	Harbor Interfaith Services,	۲. ۲	σ	σ	C	C	C	C	C	C	0	Pending	Pending	
Renonulation Operations		MLK Jr Park Repop	α	HOPICS / First To Serve	? «	2						4			paipad		
Repopulation Operations		Poinsettia/Romaine St	2 Y	The People Concern (TPC) /	, ç	1 7	» «					r <del>.</del>			puibred		<b>6</b> <b>3</b> <b>3</b> <b>1</b> <b>1</b> <b>1</b>
Repopulation Operations			5 5	LA Family Housing (LAFH)	2	5	5 0	0	0	0	0	0	0	0	Pending		
Repopulation Operations		Wyandotte Repop 24 8.28.2024	ю	LA Family Housing (LAFH)	7	2	7	0	0	0	0	0	0	0	Pending		
Repopulation Operations	8/30/2024 8/30/202	Foothill Blvd. & Bengal 8/30/2024 St. Repop 8.30.2024	7	LA Family Housing (LAFH)	2	-	-	0	0	0	0	0	0	0	Pending		\$105.00-\$
Renonulation Onerations		Vernon/Avalon Repop	σ	HOPICS / St. Joseph Center	σ	Υ Υ	- <del>(</del>			C			C		Danding		
Penonulation Operations	11/2024 0/11/202	0/0/2021 0.012024 Lomita McCoy Repop	о <del>с</del>	Harbor Interfaith Services,		2 -	2 -		> c						Principand Principand		2000 A
	9/17/2024 9/17/202	4 7th & Serrano	10	PATH	13	- 19	1	0	0	0	0	4	4	0	Pending		\$148.20 - \$152.6
158 Repopulation Operations 9/1	9/18/2024 9/18/202	Vernon/Avalon Repop	6	HOPICS	6	e	e	0	0	0	0	0	0	0	Pending	Pending	\$100.00
159 Repopulation Operations 9/-	9/18/2024 9/18/2024	Figueroa Corridor Repop 24 09.18.24	6	HOPICS / First To Serve (FTS)	8 <sup>,</sup> 9	2	2	0	0	0	0	0	0	0	Pending	Pending	\$114.0
Repopulation Operations		MLK Jr Park Repop 24 9.18.2024	œ	HOPICS / First to Serve (FTS)	8. 9	2	9	0	0	0	0	0	-	0	Pendina	Pendina	\$100.00-
	9/19/2024 9/19/2024			Abundant Blessings / B.A.R.E Truth / PATH	1, 14	40	20	0	0	0	0	2	13	0	Pending		\$114.00-125.
162 Encampment Operations 9/2	9/24/2024 9/24/2024	24 Olympic/James Wood & 110 FWY	1,14	Weingart / Abundant Blessings / B.A.R.E Truth	14	46	28	0	0	0	0	ę	15	0	Pending	Pending	\$119.
Encampment Operations		4 Parkview & Beverly		PATH, St. Joseph Center (SJC), The People Concern (TPC)	13	27	25	0	0	0	0	-	~	0	Pending		\$100.00-\$15
164 Encampment Operations 10	10/3/2024 10/3/202	10/3/2024 Penrose St & 5 FWY	9	Hope The Mission (HTM)	3, 6, 7	21	14	0	0	0	0	-	9	0	Pending	Pending	\$102.60-\$171.00
Repopulation Operations	1/3/2024 10/3/202	VVyandotte Kepop 24 10.3.2024	з	Hope The Mission (HTM)		10	8	0	0	0	0	-	-	0	Pending		\$139.20-\$17
Encampment Operations	0/8/2024 10/8/202	24 N Hill St & Chavez		Weingart	14	10	2	0	0	0	0	~	7	0	Pending		- 10L 00 #140
16/ Encampment Operations 10/ 168 Encampment Operations 10/	10/10/2024 10/10/2024 1 10/22/2024 10/22/2024 1	24 Odessa & Vanowen 24 Weidner/Bradley	9	LA Family Housing (LAFH) LA Family Housing (LAFH)		20	8 0	0 0	0 0	0 0	0 0	0	~ ~	0 0	Pending	Pending	\$105.00-\$119.70 \$95.00
RenonIlation Operations	40/20/2012 40/20/20	Foothill Blvd. & Bengal	7	A Family Housing (LAFH)	2 2	e.	0	c	c	c	c	C	-	c	Pending		\$95.00-\$119
	10/29/2024 10/29/2024	22nd & Budlong	1,8,9	HOPICS / St. Joseph Center	8, 9, Unio	27	191	0	0	0	0	2	· -	0	Pending		\$100.00-\$114.
:		Figueroa Corridor Repop	,												:		ag
171 Repopulation Operations 10/2	10/29/2024 10/29/2024	24 10.29.24	6	First to Serve (FTS)	8	-	1	0	0	0	0	0	0	0	Pending	Pending	\$100.

# Page 4 of 5

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Attachment 3:

Costs <sup>1</sup>
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Motel/Hotel Cost	(per night per person)	\$125.40	\$115.00-\$119. <b>7</b>	\$171.00	\$120.02	\$100.00-\$119.7	\$103.00-\$110.00	ź	\$100.00 - \$152.65	\$100.00	\$95.00 - \$119.70	<b>5</b> \$95.00 - \$110	\$105.00	\$125.0	0	
Service	Provider Cost (per person per day) <sup>3</sup>	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending		
Approved	Budget <sup>°</sup>	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	\$47,940,288.22	
	Substance Abuse Facility	0	0	0	0	0	0	0	0	0	0	0	0	0	9	
	Returned to Homelessness - Working with	0	0	0	0	0	0	0	6	0	-	0	0	-	407	
	Returned to Homelessness	0	0	0	0	0	-	0	2	0	0	2	0	80	818	
Current Status <sup>1</sup>	Permanent Housing	0	0	0	0	0	0	0	0	0	0	0	0	-	798	
Cu	A Medical or Psychiatric Facility	0	0	0	0	0	0	0	0 0	0	0	0	0	1	3	
	Deceased Incarcerated	0	0	0	0	0	0	0	0	0	0	0	0	0	57 73	
	Interim Deceas Housing	9	ى م	9	-	2	-	7	21	9	8	0	12	12	1,599	
No. of	-	9	ى م	9	-	7	0	7	32	9	6	7	12	23	3,767	
Council District	where Placements Placements <sup>2</sup> Were Made	4	41	ę	7	8 <sup>°</sup> 9	8, Unicorporated	14	13	13	14	σ	13	14		
Service Provider for	Operation	St. Joseph Center (SJC)	B.A.R.E Truth	Hope The Mission (HTM)	St. Joseph Center (SJC)	HOPICS	St. Joseph Center (SJC)	Weingart	PATH	РАТН	First to Serve, B.A.R.E Truth	First to Serve, Saint Joseph Center, HOPICS, LA Family Housing	НОРЕ/ГАЕН	Weingart		
Council	District	4,13	1,14	9	7	10	0	14	13	1,10,13	14	<u>თ</u>	2	Various	TOTAL	
Location/Program		Franklin & Argyle Repop 10.30.24	Olympic/James Wood & 110 FWY Repop 10.30.24	Wakefield/Terra Bella Repop 10.30.2024	Culver Median Repop 10.30.2024	8th & Catalina	MLK Jr Park Repop 10.31.2024	1st and Spring Repop 10.31.2024	Hotel Silverlake	Virgil/Shatto Park Repop 11.7.2024	1st and Spring Repop 11.13.2024	Figueroa Corridor Repop 11.13.2024	Strathern St.	Unknown Repop		
ate End Date		324 10/30/2024	324 10/30/2024	324 10/30/2024	324 10/30/2024	024 10/31/2024	324 10/31/2024	324 10/31/2024	11/7/2024 11/7/2024 Hotel Silverlake	11/7/2024	324 11/13/2024	324 11/13/2024	924 11/21/2024			
Start Date		ins 10/30/20	ins 10/30/20	ins 10/30/20	ins 10/30/20	ns 10/31/2	ins 10/31/20	ins 10/31/20		ons 11/7/2024	ins 11/13/20	ins 11/13/20	ns 11/21/20	- su		
Type of Operation		Repopulation Operations 10/30/2024 10/30/2024 10.30.24	Clympic/ Clympi	Repopulation Operations 10/30/2024 10/30/2024 Repop 10.30.2024	Repopulation Operations 10/30/2024 10/30/2024 10.30.2024	Encampment Operations 10/31/2024 10/31/2024 8th & Catalina	Repopulation Operations 10/31/2024 10/31/2024 10.31.2024	Repopulation Operations 10/31/2024 10/31/2024 10.31.2024	Encampment Operations	Repopulation Operations	Repopulation Operations 11/13/2024 11/13/2024 11.13.2024	Repopulation Operations 11/13/2024 11/13/2024 11.13.2024	Encampment Operations 11/21/2024 11/21/2024 Strathern St.	Repopulation Operations		
No.		172	173	174	175	176	177	178	179	180	181	182	183	184		

Intervingence or inventure our, cust. renaing additional details from Mayor's Office and LAHSA to be provided in subsequent reports.
 Entrampment operations placements and current statub sased on LAHSA reporting and may include duplicates.
 Entrampment operations placements and current statub sased on LAHSA reporting and may include duplicates.
 The CIty was not directly hilled for ringhty holes for these participants.
 Secone holes used were not billed directly to the City. Including righty rate for directly billed holes.
 In prior fiscal years, exvice provider budgets were approved on a per-inampment, by service provided in future reports.
 For the Mayor's Office, the participant associated with this reoportation operation was housed inside LAFHS building.
 Per the Mayor's Office, the participant associated with this reoportation operation was used inside LAFHS building.
 Per the Mayor's Office, the participant associated with this reopulation operation was used inside LAFHS building.
 Per the Mayor's Office, the participant associated with this reopulation operation was was listed on a by name list, but was not available when the team returned to process housing placements.

Case 2:20-cv-02291-DOC-KES Document 863-7 Filed 02/20/25 Page 34 of 45 Page Attachment 4: Inside Safe Program Metrices 45 of November 30, 2024

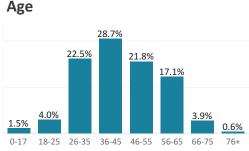
# **Inside Safe**

## Los Angeles Homeless Services Authority Report

Data through November 30, 2024. Revised December 6, 2024. Please disregard all previous reports.

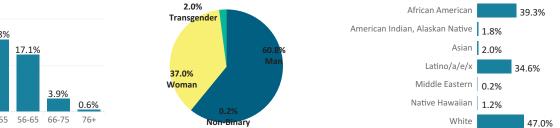
<b>75</b> Encampment Operati	ons	<b>3,639</b> Entered Interim Housing	65% Housing Retention	<b>34%</b> Permanently Housed
Current Status of C	Clients V	Who Entered Interim Ho	ousing	
<b>789</b> Currently Permanently Housed	Permaner Housing	nt Time Limited Subsidy Permanent Supportive Housing Reunified Exited to Subsidized Housing Exited to Unsubsidized Housing	322 201 (5.5%) 23 (0.6%) 218 (6.0%) 25 (0.7%)	(8.8%)
<b>1,536</b> Currently in Interim Housing	Motel Tiny Home ABH Other IH Mayfair Ho		30 (0.8%) 13 (0.4%) 136 (3.7%) 275 (7.6	1,082 (29.7%)
<b>1,314</b> Program Exits	Returned Medical o Incarcerat	e Abuse Facility	9 (0.2%) 71 (2.0%) 6 (0.2%) 57 (1.6%)	790 (21.7%) 381 (10.5%)

## Demographics



Gender

# **Race & Ethnicity**



## Data Quality:

Individuals included in report: Includes clients who were engaged on the day of the encampment resolution and in repopulations efforts. Inside Safe also includes clients who were living in other ad hoc encampments throughout the city since January 2023 and clients that were living in the LA Grand on Feb 1, 2023, when transition from a PRK site. It also include clients in the ERF LA Grand Program. The nonspecific encampment-based clients comprise 757 individuals.

**Housing Retention:** The percentage is calculated by dividing the sum of people who are Currently Permanently Housed and Currently in Interim Housing by the number of people who entered Interim Housing. This figure excludes clients that have passed away as they did not voluntarily exit the programs.

Returned to Homelessness- Working with Providers: This includes clients who have left interim or permanent housing, but who are currently still engaging with outreach and housing programs.

Returned to Homelessness: Clients who have left the program and are not active in any other homeless services program in HMIS. The report includes only data that providers have entered into HMIS. Providers have up to 72 hours after an interaction with, or a change in status of, a client to make a record in HMIS. Due to the dynamic nature of the program and its participants, this process may take longer than 72 hours. There may also be additional activities that have yet to be captured in HMIS. LAHSA and service providers strive for complete, accurate, and timely data in HMIS. The Data Management team at LAHSA is actively collaborating with providers to resolve any data discrepancies.

**Entered Interim Housing:** Includes only clients who entered interim housing. This cohort is the basis for all reporting.

Percentage Permanently Housed: Calculated from all clients who entered interim housing who have not exited from program.

**Duplicative Clients:** As a note there have been 108 clients who have been involved in more than one resolution. They are deduplicated in the total count.

**Demographics:** Blanks in demographics (race, age, gender, etc.) are not calculated in these data sets (and the main toplines), and people who self-report multiple races/ethnicities are double-counted in the race categories, but the grand totals are deduplicated numbers.

Case 2:20-cv-02291-DOC-KES Document 863-7 Filed 02/20/25 Page 35 of 45 Page Attachment 4: Inside Safe Program Metrics & of November 30, 2024

# Inside Safe Latino/a/e/x

Los Angeles Homeless Services Authority Report Data through November 30, 2024. Revised December 6, 2024. Please disregard all previous reports.

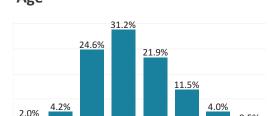
<b>70</b> Encampment Operati	ons I	<b>1,221</b> Entered Interim Housing	65% Housing Retention	<b>33%</b> Permanently Housed
Current Status of C	Clients W	/ho Entered Interim H	ousing	
<b>258</b> Currently Permanently Housed	Permanent Housing	Time Limited Subsidy Permanent Supportive Housing Reunified Exited to Subsidized Housing Exited to Unsubsidized Housing	122 (10.0%) 70 (5.7%) 8 (0.7%) 48 (3.9%) 10 (0.8%)	
<b>524</b> Currently in Interim Housing	Motel Tiny Home ABH Other IH		11 (0.9%) 3 (0.2%) 51 (4.2%)	390 (31.9%)
439 Program Exits	Returned to Medical or Incarcerate	o Homelessness o Homelessness - Working with Provid Psychiatric Facility	69 (5.7%) 280 (22. 280 (22. 2 (0.2%) 2 (0.2%) 2 (0.2%) 18 (1.5%)	9%)

Age

0-17

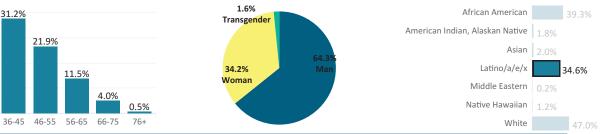
18-25

26-35



Gender

# **Race & Ethnicity**



Individuals included in report: Includes clients who were engaged on the day of the encampment resolution and in repopulations efforts. Inside Safe also includes clients who were living in other ad hoc encampments throughout the city since January 2023 and clients that were living in the LA Grand on Feb 1, 2023, when transition from a PRK site. It also include clients in the ERF LA Grand Program. The nonspecific encampment-based clients comprise 695 individuals.

Housing Retention: The percentage is calculated by dividing the sum of people who are Currently Permanently Housed and Currently in Interim Housing by the number of people who entered Interim Housing. This figure excludes clients that have passed away as they did not voluntarily exit the programs.

Returned to Homelessness- Working with Providers: This includes clients who have left interim or permanent housing, but who are currently still engaging with outreach and housing programs

Returned to Homelessness: Clients who have left the program and are not active in any other homeless services program in HMIS.

## Data Quality:

The report includes only data that providers have entered into HMIS. Providers have up to 72 hours after an interaction with, or a change in status of, a client to make a record in HMIS. Due to the dynamic nature of the program and its participants, this process may take longer than 72 hours. There may also be additional activities that have yet to be captured in HMIS. LAHSA and service providers strive for complete, accurate, and timely data in HMIS. The Data Management team at LAHSA is actively collaborating with providers to resolve any data discrepancies.

Entered Interim Housing: Includes only clients who entered interim housing. This cohort is the basis for all reporting.

Percentage Permanently Housed: Calculated from all clients who entered interim housing who have not exited from program.

Duplicative Clients: As a note there have been clients who have been involved in more than one resolution. They are deduplicated in the total count.

Per LAHSA: Demographics: Blanks in demographics (race, age, gender, etc.) are not calculated in these data sets (and the main toplines), and people who self-report multiple races/ethnicities are double-counted in the race categories, but the grand totals are deduplicated numbers.

Attachment 4: Inside Safe Program Metrics as of November 30, 2024

# Inside Safe Race & Ethnicity Report

35

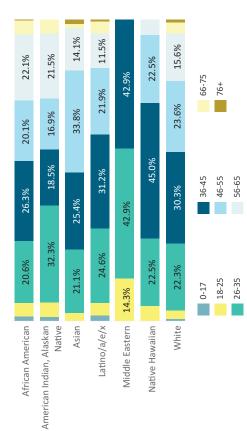
Los Angeles Homeless Services Authority Report Data through November 30, 2024. Revised December 6 2024. Please disregard all previous reports.

# **Current Status of Clients Who Entered Interim Housing**

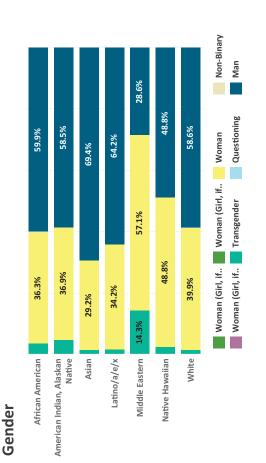
								Demographics
9 (0.3%)	56 (1.6%)	68 (1.9%)	6 (0.2%)	368 (10.4%) 6 (0.2%)	764 (21.7%)	1,478 (41.9%)	775 (22.0%)	Grand Total
4 (0.2%)	27 (1.6%)	28 (1.7%)	5 (0.3%)	175 (10.6%)	371 (22.4%)	673 (40.6%)	373 (22.5%)	White
				2 (4.9%)	12 (29.3%)	19 (46.3%)	8 (19.5%)	Native Hawaiian
					3 (42.9%)	3 (42.9%)	1 (14.3%)	Middle Eastern 1 (14.3%)
2 (0.2%)	18 (1.5%)	27 (2.2%)	2 (0.2%)	110 (9.0%)	280 (22.9%)	524 (42.9%)	258 (21.1%)	Latino/a/e/x
	2 (2.8%)	1 (1.4%)		6 (8.3%)	8 (11.1%)	34 (47.2%)	21 (29.2%)	Asian
	1 (1.5%)			8 (12.3%)	12 (18.5%)	30 (46.2%)	14 (21.5%)	American Indian, Alaskan Native
5 (0.4%)	24 (1.7%)	32 (2.3%)	1 (0.1%)	164 (11.8%)	287 (20.7%)	555 (40.1%)	316 (22.8%)	African American
Medical or Psychiatric Facility	Deceased	Incarcerated	Substance Abuse Facility	Returned to Homelessness - Working with Providers	Returned to Homelessness	Interim Housing	Permanent Housing	





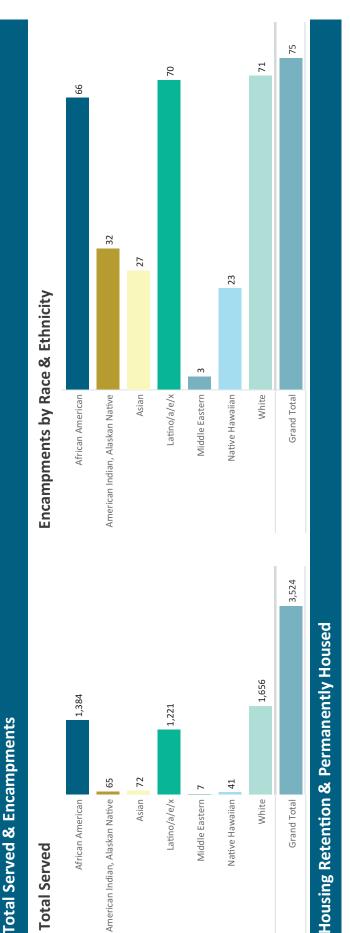


# Per LATION. Derived approximation many in convergence of the self-report multiple races/ethnicities are double-counted in the Page 3 of 8 sets (and the main toplines), and people who self-report multiple races/ethnicities are double-counted in the Page 3 of 8 Per LAHSA: Demographics: Blanks in demographics (race, age, gender, etc.) are not calculated in these data race categories, but the grand totals are deduplicated numbers.

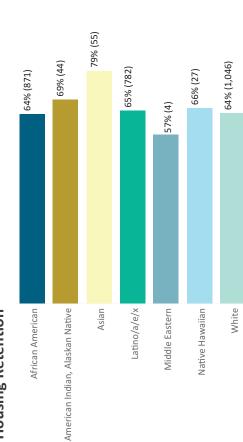


# Inside Safe Race & Ethnicity Report

Data through November 30 , 0, 24. evRes dDecember 6 , 0, 24Pleai e s Rregars all previbui reporti 4 Los Angeles Homeless Services Authority Report



# Housing Retention

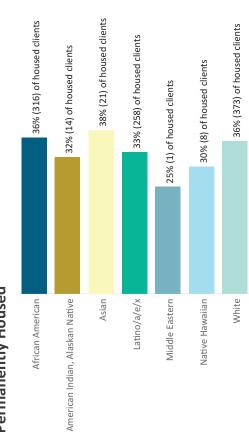


Per LATION. During apriles, and people who self-report multiple races/ethnicities are double-counted in the Page 4 of 8 sets (and the main toplines), and people who self-report multiple races/ethnicities are double-counted in the

race categories, but the grand totals are deduplicated numbers.

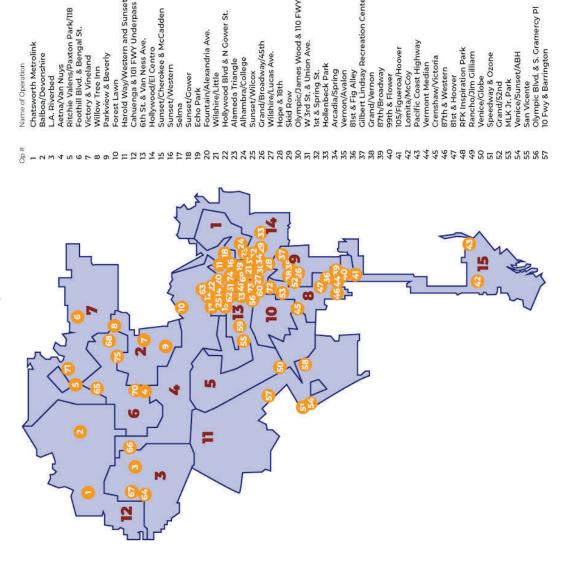
Per LAHSA: Demographics: Blanks in demographics (race, age, gender, etc.) are not calculated in these data

# Permanently Housed



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Janocco Stanoven St. anoga Ave./Vanoven St. anrose St & 5 FWY Hill St & Chavez oinsettia/Romaine St. anklin & Argyle wensmouth & Erwin /akefield/Terra Bella essa & Vanowen aidner/Bradley nd & Budlong a & Catalina tel Silver Lake athern St. jil/Shatto Park ne of Operation lver Median a & Fairfax & Serrano andotte

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Case 2:20-cv-02291-DOC-KES

Document 863-7 ID #:23847

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Case 2:20-cv-02291-DOC-KES Document 863-7 Filed 02/20/25 Page 39 of 45 Page Attachment 4: Inside Safe Program Metrices 48 of November 30, 2024

	Inside Oal	e i articipa	III DICANU			ICL as OF NO		, 2024
CD	Mayfair Hotel	Motels	ABH	THV	Other Interim Housing	Permanent Placements	Other Exits <sup>3</sup>	Grand Total
1	0	52	0	0	8	21	72	153
2	1	18	1	17	0	13	21	71
3	0	99	0	2	2	26	58	187
4	0	37	0	0	5	20	33	95
5	0	12	0	0	1	30	37	80
6	0	56	0	0	4	11	31	102
7	0	58	0	0	3	21	36	118
8	0	126	0	0	15	37	78	256
9	0	98	0	0	0	87	77	262
10	0	50	2	0	1	18	32	103
11	0	36	2	0	2	49	81	170
12	0	23	0	2	3	34	35	97
13	1	161	2	0	12	58	131	365
14	46	48	1	3	29	86	157	370
15	0	82	0	0	2	55	57	196
1,14	0	21	0	0	16	3	23	63
1,8,9	0	19	0	0	0	0	8	27
1,10,13	0	35	2	0	1	48	53	139
5,11	1	17	0	0	5	9	36	68
4,13	0	32	0	0	0	0	5	37
5,13	0	29	1	0	0	2	17	49
N/A	230	31	2	6	28	170	292	759
Total	279	1,140	13	30	137	798	1,370	3,767

<sup>1</sup> This information may change pending further updates from LAHSA. Table only used for diagnostics.
 <sup>2</sup> Table includes 108 duplicative clients.
 <sup>3</sup> Other Exits, Dispositions, or in Data Reconciliation

Table 2. Inside Safe Encampment Operations by Council Districtas of November 30, 2024

Council District	Encampment Operations	Repopulation Operations	Grand Total of Operations
1	5	2	7
2	3	5	8
3	4	11	15
4	2	5	7
5	3	-	3
6	4	2	6
7	3	10	13
8	8	11	19
9	5	17	22
10	4	6	10
11	4	2	6
12	2	3	5
13	13	2	15
14	5	2	7
15	3	10	13
1,10,13	1	4	5
1,14	2	2	4
1,8,9	1	-	1
4,13	1	1	2
5,11,24	1	-	1
5,13	1	4	5
Various	-	1	1
Grand Total	75	100	175

	-,
Number of Encampment Operations	75
Number of Targeted Inside Safe Efforts <sup>1</sup>	9
Number of Council Districts	15
Number of Initial Placements <sup>2</sup>	3,639
Number of Arrests During Initial Encampment Operations	0
Number of Housing Fairs To Date	17
Pounds of Waste Removed	836,702

Table 3 Inside Safe Program	Metrics as of November 30, 2024
Table 5. Inside Sale Program	wellics as of novelliber 30, 2024

<sup>1</sup> Includes scattered encampment relief efforts to move PEH into hotel rooms as well as transitioning Augmented Winter Shelter and Project Roomkey transfers into Inside Safe. To date, there have been 8 efforts spanning various council districts and one specific to CD 14.

<sup>2</sup> This amount may change pending further updates from LAHSA.

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Attachment 5: Appendix from Mayor's Office of Housing & Homelessness Solutions (12/09/2024)

The Mayor's Office of Housing and Homelessness continues moving with urgency to bring unhoused Angelenos inside with interim housing and services through Inside Safe, coordinating the implementation of homelessness prevention efforts, improving affordable housing preservation, accelerating housing production, and strengthening the homelessness and housing delivery system to improve outcomes.

The City has made significant progress in addressing housing insecurity and homelessness. Thousands more Angelenos have accepted housing offers than during the previous year. Affordable housing production has also accelerated through emergency actions, with over 28,000 units of 100% affordable housing expedited under Executive Directive 1, as the City locks arms with both public and private partners. These successes have been possible because the Mayor and Council worked together and across the city with urgency and declared a state of emergency to confront this crisis.

# Inside Safe Encampment Resolution Updates

At least one Inside Safe operation has been completed in every Council District. Since the last report, 2 new Inside Safe operations have been completed and the number of participants in the program has increased by 183 to a total of 3,639 people. This 183-person increase includes both new Inside Safe participants from the month's 2 operations, and data reconciliation from prior Inside Safe operations. The number of Inside Safe participants who transitioned to permanent housing solutions between November 1 - November 30, 2024 increased by 30 to a total of 789.

The City is also working closely with local neighbors, stakeholders, and businesses to provide information and support around encampments that Inside Safe addressed. This includes hosting a series of town hall-style meetings, 21 of which have been held as of November 30, 2024. The first of these virtual meetings was held on January 25, 2024. They are not scheduled on a regular cadence but are held occasionally to provide the community and other stakeholders with informational updates about the resolution and address any issues or concerns.

# MOHHS Quarter 2 Projections

# Inside Safe Encampment Resolution Overview

The planning and execution of Inside Safe operations are dynamic, and timelines may shift for a variety of reasons, including council district priorities, voluntary participation, Attachment 5: Appendix from Mayor's Office of Housing & Homelessness Solutions (12/09/2024)

encampment-specific needs (e.g., RVs, number of residents, size of encampment, safety/hazard issues, multiple jurisdictions), availability of interim housing, and service provider capacity. When enough interim housing rooms are not available in a given district or at a given hotel or motel to bring an entire encampment community inside together, our office prioritizes the backfilling of rooms through response efforts to ensure vacancies are filled as efficiently as possible.

Based on the Council Office priority submissions and site assessments, for the second quarter of FY 2024-2025 (October 1 to December 31, 2024), MOHHS anticipates coordinating the following Inside Safe operations in every council district as follows:

Region	Council District	County Service Planning Area	Projected Operations
		TOTAL:	15
San Fernando Valley	2, 3, 4, 6, 7 and 12	2	6
Metro/DTLA/East LA	1, 14	4	1
Hollywood	4, 13	4	1
West LA	5, 11	4 and 5	2
South LA	8, 9, 10	6	4
South Bay	8, 15	8	1

FY 2024-25 Q2 Projections

# Inside Safe Program Description

Inside Safe was launched under Executive Directive 2 (ED2) in December 2022 to house Angelenos living in encampments, connect them to services, and prevent their return to the street. The Mayor's Office works with different departments during each Inside Safe operation, depending on the needs of the particular encampment. These departments have included the Department of Sanitation (LASAN), Transportation (LADOT), the Police Department (LAPD), and Animal Services.

Since January 2024, Council Offices have submitted 92 encampment priorities, all of which have been assessed by the Inside Safe Field Intervention Team (FIT). Assessments include a survey of the surrounding neighborhood, engagement with encampment residents and identification of their needs, severity of their health/behavioral health needs, and determination of required resources (e.g., Loop,

Attachment 5: Appendix from Mayor's Office of Housing & Homelessness Solutions (12/09/2024)

County Department Health Services Multi-Disciplinary Team or Department Mental Health HOME team, specific City departments) for the day of encampment resolution.

After the Inside Safe Field Intervention Team has completed its assessment of a Council District priority encampment, interim housing is identified to address all of the residents in the encampment community who want to enroll in the program and are on the by-name list.

Following this, depending on the circumstances, the process includes further encampment engagement, securing service providers to operate the interim housing site(s), convening collaborators (e.g., Council Office, City Departments, LAHSA, LA County, service providers, interim housing owners, and street medicine teams) to coordinate the operation, and case conferencing with LAHSA outreach teams.

All efforts are made to find interim housing in that Council District or a neighboring one. For individuals who arrive at the encampment on the day of an operation and need to be added to the by-name list, LAHSA supports efforts to find alternative interim housing options for those individuals.

Following an encampment resolution, the same outreach teams monitor the original location for re-population, engage with new or old residents at the site, and offer housing as it becomes available. A repopulated encampment is one that exists at a location that was previously resolved.

For voluntary participants of the Inside Safe program, as outlined in the LAHSA Inside Safe Service Provider Scope of Required Services, services at Inside Safe interim housing include:

- Case management on at least a weekly basis
- Residential monitoring that provides crisis intervention and conflict resolution
- Supportive services, including document collection for permanent housing readiness
- Three meals per day
- Connection to LA County's mainstream benefits and services
- Harm reduction-based services and/or resource connections

Community engagement is also an integral part of the planning process for each encampment resolution. During this phase, members of the Field Intervention Team will join service providers and City Council partners to engage with encampment residents, local businesses, and constituents, including, but not limited to, speaking with them.

# Attachment 5: Appendix from Mayor's Office of Housing & Homelessness Solutions (12/09/2024) Programmatic Updates

# Expanding the City's RV Storage Capacity

In order to resolve more RV encampments, the Mayor's Office has identified a Metro-owned lot that can be leased and converted into storage for RVs relinquished during City encampment resolutions. City Of Los Angeles Police Commission - Commission Investigation Division (CID) will operate the lot which will function similarly to an Official Police Garage, but specifically for targeted RV resolution efforts led by City entities. The lease agreement with Metro has now been executed and construction is underway. The Mayor's Office is working with the Bureau of Engineering to lower costs and expedite the construction timeline to bring this important resource online as early as possible. Construction bids are within the range of existing funding of approximately \$2.5 million.

Construction is now complete on the perimeter fencing, lighting, and power delivery. Roadbed work is underway with a targeted completion date in the first quarter of 2025.

The Mayor's Office anticipates that LAPD will operate this as an RV overflow lot for the existing Official Police Garage network. It will be available to any recreational vehicles that are impounded and require storage in the City of Los Angeles.

Document 863-8 ID #:23855

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# Exhibit G

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Document 863-8 ID #:23856 Filed 02/20/25

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767 S. Alameda Street Suite 270 Los Angeles, CA 90021 p (213) 394-7979 f (213) 529-1027 umklaw.com

August 16, 2024

# VIA EMAIL

City Attorney's Office 200 N. Main Street Los Angeles, CA 90012 <u>Arlene.Hoang@lacity.org</u> Jessica.Mariani@lacity.org

Re: Plaintiff's Demand for Breach of Settlement Agreement

Dear Ms. Hoang and Ms. Mariani,

The purpose of this letter is to formally raise the City's multiple violations of the terms of the Settlement Agreement dated May 19, 2022. Despite ample notice of the failures, the City has yet to rectify these issues. Without immediate action by the City, Plaintiffs will be forced to bring the issue to the Court to seek a resolution and additional sanctions.

*First*, the City is far behind its Milestones and Deadlines for bed production. According to the City's Milestones/Goals, it should have 5,950 beds built to date, but the City has been consistently behind in production and as of the latest report, there are only 4,017—a difference of **1,933**. The City is falling alarmingly further and further behind with each report. The City's dearth of shelter beds and homeless housing has been identified by multiple media outlets and by the City's own Controller; falling behind in schedule is unacceptable when juxtaposed with the devastation of people on the street waiting for those beds. Plaintiffs demand a clear plan from the City for coming into compliance with those Milestones immediately, to be provided within the next seven (7) days.

*Second*, there are a total of 8,663 shelter beds open/in process, but the City committed to 12,904. This means that **4,241** beds are unaccounted and unplanned for. Plaintiff demands a plan within seven (7) days of the date of this letter regarding the opening of the remaining 4,241 shelter beds.

*Third*, while the City seems to have met its goal on encampment reduction, we still do not have a commitment from the City to provide the locations of encampments that have been resolved so that we can verify the information. Within the next seven (7) days, please provide the locations of the encampments or confirm your refusal to do so.

*Finally*, with respect to the Equitable Distribution of Housing and Shelter Solutions, the vast majority of projects still appear to be centralized in the Skid Row neighborhood of Los Angeles. If the City believes it is adequately complying with this provision, please provide the

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August 16, 2024 Page 2 of 2

basis for such a belief in light of the disproportionate numbers of projects within the Skid Row neighborhood.

The first three issues above have been raised numerous times by Plaintiff's counsel without any meaningful response. If we are unable to resolve them, we will have no option but to bring them before the Court at the August 29 status conference.

Yours truly,

Elizabeth Mitchell

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# Exhibit H

Case 2:20-cv-02291-DOC-KES

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767 S. Alameda Street Suite 270 Los Angeles, CA 90021 p (213) 394-7979 f (213) 529-1027 umklaw.com

November 26, 2024

# VIA EMAIL

City Attorney's Office 200 N. Main Street Los Angeles, CA 90012 Jessica.Mariani@lacity.org Arlene.Hoang@lacity.org

# Re: <u>LA Alliance v. City and County of LA; Notice re Violation of Settlement</u> Agreement

Dear Jessica and Arlene:

I am writing to follow up on the City's violations of the terms of the May 2022 Settlement Agreement, which were brought to your attention by my prior letter dated August 16, 2024. Despite ample notice and time to rectify these issues, the City has made little to no progress in addressing and resolving these matters.

*First*, as previously indicated, the City is far behind its Milestones and Deadlines for bed production. The City's Milestones/Goals was to have 6,235 beds built to date, but as of the latest report, there are only 4,455. The City is behind by 1,780 or nearly 30% of its beds. Within 7 days please provide the City's plan to come into compliance with its target Milestones and Deadlines.

Second, the City committed to 12,915 shelter beds but has only provided a plan for 8,633 beds. The City initially submitted a bed plan which proposed to take 2,500 shelter beds it opened as part of the Roadmap Settlement and count them towards the May 2022 Settlement numbers. *See* ECF 775. However, before the Alliance could formally agree or disagree with that proposal, asking instead for an evidentiary hearing on the County's contributions and issues causing the City's financial peril, the City withdrew its plan. As such, there is still no plan for the remaining 4,282 beds. Moreover, the Alliance is greatly concerned that, beyond not having any plan for meetings its obligation under this Agreement, the City will start closing Roadmap beds despite its assurance to the Court and the parties during the Settlement Agreement hearings and associated briefing that the Alliance beds would be *in addition to* the Roadmap beds. Within 7 days please provide the updated bed plan and confirmation that no Roadmap beds will be closed. This should be a no-brainer after the passage of both ULA and Measure A in the last two years.

*Third*, the City has been reporting only raw numbers of alleged encampment reductions without any details, and reports on the number of reductions have been conflicting.

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November 26, 2024 Page 2 of 2

CARE/CARE+ clean-ups are not "encampment reductions" and only count towards "cleanings" which is a separately-identified term in the May 2022 Settlement Agreement. Without fulsome reporting on its reduction efforts, including the date and location of the alleged "reductions" there is no accountability for compliance with the Agreement, frustrating the purpose of the reporting obligations. You have indicated that the City is amenable to providing additional detail but that has not been forthcoming. It additionally appears that the City is behind in encampment "reductions" as they have been reported by 594 (but that number could be wrong given the City's conflicting reports).

The issues above have been raised numerous times by Plaintiff's counsel without any meaningful response. Please be advised that Plaintiff intends to bring these issues to the Court's attention if no meaningful response has been received by December 4, 2024 (considering the holiday this week).

Yours truly, Elizabeth Mitchell

<u>cc</u> Michele Martinez Matthew Donald Umhofer Diane H. Bang Document 863-10 ID #:23861

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# Exhibit I

# Case 2:20-cv-02291-DOC-KES Document 863-10 Filed 02/20/25 Page 2 of 2 Page ID #:23862

Time Period	Citywide Milestone Period	Citywide Aggregate Milestone	CD 1	CD 2	CD 3	CD 4	CD 5	CD 6	CD 7	CD 8	CD 9	CD 10	CD 11	CD 12	CD 13	CD 14	CD 15	Total by CD	Aggrega CD Total
Jun - Dec 22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Jan - Jun 23	800	800	72	32	27	25	22	45	42	38	83	38	48	27	65	182	54	800	
July - Dec 23	1,125	1,125	102	45	38	35	31	63	59	53	116	53	67	38	91	258	76	1,125	
Jan - June 24	1,125	1,125	102	45	38	35	31	63	59	53	116	53	67	38	91	258	76	1,125	
July - Dec 24	1,125	1,125	102	45	38	35	31	63	59	53	116	53	67	38	91	258	76	1,125	
Jan - June 25	1,125	1,125	102	45	38	35	31	63	59	53	116	53	67	38	91	258	76	1,125	
July - Dec 25	1,125	1,125	102	45	38	35	31	63	59	53	116	53	67	38	91	258	76	1,125	
Jan - June 26	1,125	1,125	102	45	38	35	31	63	59	53	116	53	67	38	91	258	76	1,125	
July - Dec 26	1,125	1,125	102	45	38	35	31	63	59	53	116	53	67	38	91	258	76	1,125	
Jan - June 27	1,125	1,125	102	45	38	35	31	63	59	53	116	53	67	38	91	258	76	1,125	
Totals:	9,800	9,800	888	392	331	305	270	549	514	462	1,011	462	584	331	793	2,246	662	9,800	

Cas	e 2:20-cv-02291-DOC-KES	Document 863 ID #:238		Filed 02/20/25	Page 1 of 2	Page
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9	CEI	NTRAL DIST	RICT	OF CALIFORN	IA	
10			1			
11	LA ALLIANCE FOR HU RIGHTS, <i>et al.</i> ,	JMAN	Ca	ase No. 2:20-CV	-02291-DOC	C-KES
12	Plaintiffs,		Δ.	ssigned to Judge	David O Ca	rter
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14	CITY OF LOS ANGELE	ES, et al.,	IP M	ROPOSED] OI OTION FOR C		
15	Defendants.		SI C	ETTLEMENT A OMPLIANCE	AGREEME	NT
16	Defendants.		D	efore: Hon. Dav	id O. Cartar	
17 18			Co	ourtroom: 10A		
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Ca	e 2:20-cv-02291-DOC-KES	Document 863-11 ID #:23864	Filed 02/20/25	Page 2 of 2	Page

1	The	Court, having considered the Motion for Order re Settlement Agreement
2	Compliance	e filed by LA Alliance, LA Alliance's supporting papers and evidence, the
3	opposition	papers and evidence, the record on file in this action, and arguments of
4	counsel, the	e Court finds and orders:
5	i.	The City is in violation of its obligations under the Settlement;
6	ii.	The City must come into compliance by;
7	iii.	The Court identifies the consequences for non-compliance and orders the
8		following monetary and injunctive relief
9		
10	IT IS SO C	DRDERED.
11		
12	Dated:	, 2025
13		
14		The Honorable David O. Carter United States District Court Judge
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	[PROP	OSED] ORDER GRANTING MOTION FOR ORDER RE SETTLEMENT AGREEMENT COMPLIANCE