

File No. 100182

Committee Item No. 12

Board Item No. 09

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Rules

Date March 18, 2010

Board of Supervisors Meeting

Date 04/06/10

#### Cmte Board

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget Analyst Report                        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Analyst Report                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form (for hearings)             |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
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| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
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#### OTHER

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Completed by: Linda Wong

Date March 12, 2010

Completed by: L.W.

Date 3/25/10

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

13

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1 [Settlement of Lawsuit]  
2

3 **Ordinance authorizing settlement of the class action lawsuit entitled Western Regional**  
4 **Advocacy Project et al. v. Mayor Gavin Newsom et al., filed on August 27, 2008, in the**  
5 **United States District Court for the Northern District of California, Case No. CV 08-4087-**  
6 **MMC. Pursuant to the proposed settlement, the City will make revisions to current**  
7 **policies of its single adult emergency shelter system in order to improve services to**  
8 **homeless people with disabilities.**

9 Be it ordained by the People of the City and County of San Francisco:

10 Section 1. Findings:

11 (1) On August 27, 2008, plaintiffs Western Regional Advocacy Project and Calvin Davis  
12 filed a class action lawsuit in federal court entitled "Western Regional Advocacy Project et al.  
13 v. Mayor Gavin Newsom et al." The complaint was subsequently amended to add as plaintiffs  
14 the Coalition on Homelessness. As amended, the complaint alleged violations of the  
15 Americans with Disabilities Act, the Rehabilitation Act of 1973, California Civil Code Section  
16 54, and California Government Code Section 11135. The plaintiff class includes all people  
17 with disabilities in San Francisco who have sought access to San Francisco's single adult  
18 emergency shelter system or who may seek access to those shelters during the remainder of  
19 the term of the current shelter contracts. The lawsuit alleges that the City's single adult  
20 emergency shelter system discriminates on the basis of disability through physical barriers  
21 and through policies that make it more difficult for people with disabilities to access the shelter  
22 system.

23 (2) In settlement of plaintiffs' lawsuit, the parties have negotiated an agreement,  
24 pursuant to which the City will take specified steps to improve access to its single adult  
25 emergency shelter system. As more particularly described in the settlement agreement, the

1 City will enhance disability access training for shelter staff, disseminate more information  
2 about shelter resources and disability accommodations, add wheelchair accessibility to one of  
3 the Mobile Assistance Patrol vans that provide shelter-related transportation; add evacuation  
4 chairs to certain shelters; improve its monitoring of shelter reservation availability; and make a  
5 one-year commitment to retain existing shelter beds, drop-in chairs, and resource center  
6 service levels. Also as part of the settlement, the City will pay plaintiffs \$135,000 for  
7 attorneys' fees incurred to date. A copy of the settlement agreement is contained in Board  
8 File No. 100182.

9 Section 2. The above-named class action lawsuit was filed in United States District  
10 Court on August 27, 2008, and the following parties were named in the lawsuit: Plaintiffs  
11 Western Regional Advocacy Project, Coalition on Homelessness, Calvin Davis in his personal  
12 capacity and as a representative of a similarly situated class of persons, Lauren Alden in her  
13 personal capacity and as a representative of a similarly situated class of persons (but Ms.  
14 Alden recently dismissed her claims), and Anthony Thompson in his personal capacity and  
15 as a representative of a similarly situated class of persons (but Mr. Thompson dismissed his  
16 claims prior to settlement); Defendants the City and County of San Francisco, Mayor Gavin  
17 Newsom in his official capacity, and the San Francisco Board of Supervisors.

1 Section 3. The Board of Supervisors approves and authorizes the City's execution,  
2 delivery, and performance of the settlement agreement.

3  
4 APPROVED AS TO FORM AND  
RECOMMENDED:

5 DENNIS J. HERRERA  
6 City Attorney

7 Christine Van Aken / DC  
8 CHRISTINE VAN AKEN  
9 Deputy City Attorney

10 FUNDS AVAILABLE:

11 Ben Rosenfield  
12 BEN ROSENFELD  
13 Controller  
14 Index Code: 975026  
15 Subject: 05312

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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

WESTERN REGIONAL ADVOCACY  
PROJECT, a nonprofit organization,  
COALITION ON HOMELESSNESS, a  
nonprofit organization, CALVIN DAVIS,  
on behalf of himself and all other  
individuals similarly situated, and  
LAUREN ALDEN, on behalf of herself  
and all other individuals similarly situated,

Plaintiffs,

vs.

MAYOR GAVIN NEWSOM, in his  
official capacity, BOARD OF  
SUPERVISORS OF SAN FRANCISCO  
COUNTY, in its official capacity, and  
CITY AND COUNTY OF SAN  
FRANCISCO,

Defendants.

Case No. CV 08-4087 MMC

**SETTLEMENT AGREEMENT**

**CLASS ACTION**

**I. DEFINITIONS**

A. "Action" shall mean the lawsuit filed in the United States District Court for the Northern District of California, Case No. CV 08-4087 MMC, captioned *Western Regional Advocacy Project, et al. v. Mayor Gavin Newsom, et al.*

B. "CHANGES" shall mean Coordinated Homeless Assessment of Needs and Guidance Through Effective Services, the City's real-time adult emergency shelter sleeping space reservation system.

C. "City" shall mean the City and County of San Francisco.

D. "Coalition" shall mean the Plaintiff organization Coalition on Homelessness.

E. "Defendants" shall mean the City and County of San Francisco, San Francisco Mayor Gavin Newsom in his official capacity, and the San Francisco Board of Supervisors.

F. "Drop-In Center Contractors" shall mean third parties who have contracted with the City to operate one or more of the City's drop-in centers for adult homeless people.

G. "Effective Date" shall mean the date on which this Settlement Agreement becomes binding upon all Parties, as set out in Section III.B., below.

H. "Erroneously Dropped Reservation" shall mean any reservation that is made in the CHANGES reservation system by an authorized worker, for which the client receiving the reservation has a valid confirmation form, but that is subsequently cancelled or deleted from the CHANGES system for any reason other than pursuant to San Francisco Human Services Agency policy. San Francisco Human Services Agency policies include but are not limited to incidents where (1) a reservation is cancelled because the client has not checked in for the reservation by check-in time and does not have a valid late pass or (2) a reservation is cancelled because the client is not at the shelter by the shelter's curfew and does not have a valid late pass.

I. "First Amended Complaint" shall mean the First Amended Class Action Complaint for Discrimination filed in this Action on January 23, 2009.

J. "Parties" shall mean Plaintiffs and Defendants as defined herein.

K. "Plaintiff Class" shall mean all persons in San Francisco with disabilities as defined under the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq.*; and the California Disabled Persons Act, California Civil Code §§ 54 *et seq.*, who have sought access to the San Francisco single adult emergency shelter system for homeless persons, or who may seek access to the San Francisco single adult emergency shelter system for homeless persons during the Term of Agreement as defined in Section I.P, below, and represented by named individual Plaintiffs Calvin Davis and Lauren Alden.

L. "Plaintiffs" shall mean the organizations Coalition on Homelessness and Western Regional Advocacy Project; the individual Plaintiffs and proposed class representatives Calvin Davis and Lauren Alden; and the Plaintiff Class.

M. "Reservation Station Contractors" shall mean third parties who have contracted with the City to operate reservation stations to provide reservations to adult homeless people for sleeping spaces at the City's adult emergency homeless shelters.

N. "Resource Center Contractors" shall mean third parties who have contracted with the City to operate one or more of the City's resource centers for adult homeless people.

O. "Shelter Contractors" shall mean third parties who have contracted with the City to operate one or more of the City's adult emergency homeless shelters.

P. "Term of Agreement" shall mean the period beginning on the Effective Date of this Settlement Agreement, as defined in Section III below, and lasting through the date this Settlement Agreement expires as set forth in Section IV.L.1 below.

Q. "WRAP" shall mean the Plaintiff organization Western Regional Advocacy Project.

## II. RECITALS

A. Plaintiffs filed this Action on August 27, 2008. In their First Amended Complaint, filed on January 23, 2009, Plaintiffs asserted claims against Defendants arising out of the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq.*; the California Disabled Persons Act, California Civil Code §§ 54 *et seq.*; and California Government Code § 11135.



B. Defendants answered the First Amended Complaint denying liability and denying Plaintiffs' right to recover any relief sought by the First Amended Complaint.

C. The Parties believe that resolving this matter through negotiation rather than adversarial litigation is in the best interests of Plaintiffs, including the Plaintiff Class, and Defendants. The Parties' agreement to settle the case is the outcome of negotiations and is not an admission of liability by Defendants.

D. This Settlement Agreement is made and entered into in consideration of the mutual promises herein contained by the Parties. All Parties have had the opportunity to obtain, and have obtained, the advice and assistance of counsel.

### III. CONDITIONS TO AGREEMENT

A. The Parties each understand and agree that this Settlement Agreement and all terms herein are contingent upon Defendants' obtaining approval of the Settlement Agreement by the San Francisco Board of Supervisors acting in its sole and absolute discretion.

B. This Settlement Agreement shall become effective and binding upon the Parties only at such time as, after a fairness hearing, it is approved by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure. The date of the Court's approval will be the Effective Date of this Settlement Agreement.

### IV. TERMS OF AGREEMENT

A. Shelter and Resource Center Staff Training.

1. The City presently requires that the staff of shelters and resource centers receive training concerning a variety of topics, including but not limited to providing access to programs and services to clients with physical and mental disabilities. All employees of Shelter Contractors and Resource Center Contractors who work as shelter and resource center staff must either be trained by their employers or attend training provided by the City.

2. Within four months of the Effective Date, the City will require that any existing shelter or resource center staff who have never attended a live or videotaped training on

providing access to programs and services to clients with physical and mental disabilities shall attend such a training. In addition, beginning three months after the Effective Date and for the Term of Agreement, the City will require that, within 30 days of the time that staff are assigned to work in any of the City's adult emergency homeless shelters and/or adult resource centers, such staff shall attend a live or videotaped training on providing access to programs and services to people with physical and mental disabilities and on working with people with mental disabilities.

3. Within three months of the Effective Date and for the Term of Agreement, the City shall implement a post-training testing procedure for all shelter and resource center staff. A test will be administered to trained employees immediately after any required training. Any employee whose test results do not demonstrate sufficient mastery of the subjects of the immediately preceding training, in the reasonable discretion of the City, will be required to be retrained in those subjects and to take a post-training test following the retraining. Such retraining and testing shall be repeated until the employee's test results demonstrate sufficient mastery of the subjects.

B. Posted Information About Adult Homeless Resources.

1. The City will post information about the locations, telephone numbers, hours, curfews, meal programs, and physical accessibility of all of the City's adult homeless shelters, resource centers, and drop-in facilities ("Internet Information") on the internet site of the City's Human Services Agency within 21 days of the Effective Date. For the Term of Agreement, the City will update this information as needed to keep it current. This information shall be posted in English, Spanish, and large print. For the Term of Agreement, the City shall not make the portion of the internet site of the Human Services Agency where the Internet Information is posted any less accessible to people with disabilities than that portion of the site is on the Effective Date.

2. Also within 21 days of the Effective Date, the City will make information about the locations, telephone numbers, hours, curfews, meal programs, and physical accessibility of all of the City's adult homeless shelters, resource centers, and drop-in facilities available through the City's existing 311 telephone information service. For the Term of Agreement, the City will update this information as needed to keep it current.

3. Within 21 days of the Effective Date, the City will institute a policy requiring Shelter, Resource Center, and Drop-In Center Contractors to post, at their respective shelters, resource centers, and drop-in centers, information about the locations, telephone numbers, hours, curfews, meal programs, and physical accessibility of all of the City's adult homeless shelters, resource centers, and drop-in facilities. The policy will require Shelter, Resource Center, and Drop-In Center Contractors, for the Term of Agreement, to update these postings as needed to keep them visible and current. This information shall be posted in English, Spanish, and large print.

4. Within 21 days of the Effective Date, the City will institute a policy requiring all Shelter Contractors to post at their respective shelters the name of the Americans with Disabilities Act Liaison who is on duty for that shelter at that time. This policy will require the Shelter Contractors, for the Term of Agreement, to update this information as needed to keep it visible and current. This information shall be posted in English, Spanish, and large print.

C. Transportation for People with Disabilities

1. Within three months of the Effective Date, the City will add wheelchair accessibility to one of its existing Mobile Assistance Patrol (MAP) vans. From then and through the Term of Agreement, the City will require that its MAP contractor provide drivers who are trained in operating the wheelchair accessible features of any MAP van equipped with such features at all times such vans are in use.

2. Within three months of the Effective Date, the City will develop and provide log forms on which Reservation Station Contractors can maintain a record of transportation tokens they receive and distribute to clients and a record of when they run out of tokens. Within three months of the Effective Date, the City will also institute a policy requiring Reservation Station Contractors to maintain such logs. The City's policy will require Reservation Station Contractors to send a copy of their logs on a quarterly basis to the Human Services Agency and to the Shelter Monitoring Committee for the Term of Agreement. The City's policy will further require the logs sent to the Shelter Monitoring Committee to be redacted to omit client names and identifying information in order to preserve client privacy.

D. Evacuation Chairs

1. For all of the adult emergency shelters operated by Shelter Contractors that have one or more sleeping floors that are accessible by elevator and are on any floor other than a ground floor, within sixty days of the Effective Date, the City will supply one or more emergency evacuation chairs, with any accompanying instructions concerning use of the emergency evacuation chairs, for each such sleeping floor. Such evacuation chairs shall be made available during emergencies necessitating evacuations for individuals who are physically unable to exit the shelter using stairs or other available means when elevators are not able to be used.

E. Present Levels of Adult Homeless Resources

1. Beginning on the Effective Date and continuing for no less than one calendar year after that date, the City shall maintain and operate or cause to be operated through third-party contractors no fewer than 1,126 adult emergency shelter sleeping spaces, unless sleeping spaces are lost for reasons beyond the City's control. Reasons beyond the City's control include where sleeping spaces are lost due to fire or other catastrophe, where a facility in which sleeping spaces are located is declared unfit for such purpose under any operative law, or where a Shelter Contractor terminates its contract with the City or loses its lease on the space where the facility is located. These examples are for illustrative purposes only and are not intended as a limitation. Where sleeping spaces are lost for reasons beyond the City's control, the City shall make prompt and reasonable efforts to replace the lost sleeping spaces within the one-year period that this provision is operative. Nothing in this paragraph shall be construed to prevent the City from relocating sleeping spaces to reasonable alternative locations.

2. Beginning on the Effective Date and continuing for no less than one calendar year after that date, the City shall maintain and operate or cause to be operated through third-party contractors no fewer than 118 drop-in chairs for homeless people, unless drop-in spaces are lost for reasons beyond the City's control. Reasons beyond the City's control include where drop-in chairs are lost due to fire or other catastrophe, where a facility in which drop-in chairs are located is declared

unfit for such purpose under any operative law, or where a Drop-In Center Contractor terminates its contract with the City or loses its lease on the space where the facility is located. These examples are for illustrative purposes only and are not intended as a limitation. Where drop-in chairs are lost for reasons beyond the City's control, the City shall make prompt and reasonable efforts to replace the lost drop-in chairs within the one-year period that this provision is operative. Nothing in this paragraph shall be construed to prevent the City from relocating drop-in chairs to reasonable alternative locations.

3. Beginning on the Effective Date and continuing for no less than one calendar year after that date, the City shall maintain and operate or cause to be operated through third-party contractors sufficient numbers of staffed resource centers to allow the City to provide resource center services at the same level as is provided on the Effective Date, unless resource center facilities are lost for reasons beyond the City's control. Reasons beyond the City's control shall include where a resource center facility becomes unusable due to fire or other catastrophe, where a resource center facility is declared unfit for such purpose under any operative law, or where a Resource Center Contractor terminates its contract with the City or loses its lease on the space where the facility is located. These examples are for illustrative purposes only and are not intended as a limitation. Where resource center facilities are lost for reasons beyond the City's control, the City shall make prompt and reasonable efforts to replace the lost resource center capacity within the one-year period that this provision is operative. Nothing in this paragraph shall be construed to prevent the City from relocating resource centers to reasonable alternative locations.

F. Promoting Reservation System Efficacy

1. Within three months of the Effective Date, the City shall institute a policy as follows:

a. When a homeless client presents at one of the City's adult emergency shelters claiming to have a reservation for a bed at that shelter but where the CHANGES system does not show a reservation at that shelter for that client, the Shelter Contractor shall log the incident on a log form to be provided by the City.

b. Where the incident is an Erroneously Dropped Reservation, the Shelter Contractor shall photocopy the client's confirmation form and append the form to the log. The Shelter Contractor shall also attempt to make a new reservation for the client by contacting a reservation station by telephone to see if any reservations are available in the CHANGES system at that time. Where possible, the client shall be given a bed reservation at the shelter where he or she presented with the Erroneously Dropped Reservation. Where the client is given a bed reservation at another shelter, the Shelter Contractor shall provide the client with a late pass for the new reservation at the other shelter. In addition, where the client is given a bed reservation at another shelter and the client is visibly identifiable as a person with a mobility impairment or the client informs the Shelter Contractor that he or she is a person with a disability that makes it difficult to travel to another shelter, the Shelter Contractor shall arrange transportation for the client to the new shelter by giving the client a transportation token or by reserving a MAP van to transport the client to the other shelter holding the new bed reservation.

c. All Shelter Contractors shall supply copies of their logs of Erroneously Dropped Reservations to the Human Services Agency and the Shelter Monitoring Committee on a quarterly basis, beginning in the first quarter following the effective date of the policy discussed in this section (IV.F.1) and through the Term of Agreement. The Shelter Contractors shall redact any logs sent to the Shelter Monitoring Committee to omit client names and identifying information in order to preserve client privacy.

2. If at any time during the first 90 days after the policy described in the foregoing Section IV.F.1 takes effect, the number of Erroneously Dropped Reservations reaches or exceeds 75, the City shall investigate the reasons for the Erroneously Dropped Reservations and institute a policy change to address the problem. The City shall meet and confer with the Coalition and WRAP concerning the policy change it implements. Nothing in this section shall be construed to discourage the City from continuing its present efforts to investigate and address Erroneously Dropped Reservations on an ongoing basis.

G. Reservation Duration

1. During the Term of Agreement, the City shall maintain its present policy that homeless clients, who are not recipients of County Adult Assistance Program benefits or applicants for County Adult Assistance Program Benefits whose eligibility determination is pending, shall receive at least a seven-day reservation for shelter whenever such a reservation is sought by the client and available through the CHANGES system, and that such reservation may be renewed by the client upon request for up to a total reservation duration of a minimum of 111 days, provided that the client complies with shelter policies. Nothing in this Settlement Agreement shall limit the ability of the City to alter its shelter reservation policy other than as expressly specified in this paragraph.

H. Monitoring Client Services

1. The City shall develop a quarterly survey to be conducted by Shelter Contractors of their current clients. The topics addressed by the survey will include whether clients are able to make reservations through CHANGES when they seek such reservations and whether clients with disabilities affecting their ability to travel receive tokens for transportation from reservation stations to shelters. The City shall seek the input of the Coalition, WRAP, and the Local Homeless Coordinating Board in developing this quarterly survey. The quarterly survey will be made available to be conducted by Shelter Contractors within three months of the Effective Date.

2. The City presently takes a survey of a sampling of homeless people every two years in conjunction with the biennial count of the homeless required by the United States Department of Housing and Urban Development. Beginning with the next such survey and through the Term of Agreement, the City shall include in this survey questions about whether clients are able to make reservations through CHANGES when they seek such reservations and whether clients with disabilities affecting their ability to travel receive tokens for transportation from reservation stations to shelters. The City shall seek the input of the Coalition, WRAP, and the Local Homeless Coordinating Board in developing this biennial survey.

I. General Releases

1. As consideration for the promises made herein, the named Plaintiffs in this Action do hereby generally release and forever discharge Defendants and Defendants' officials, employees, agents, boards, departments, and commissioners from any and all claims, rights, demands, charges, complaints, actions, suits, and causes of action, whether known or unknown, suspected or unsuspected, accrued or unaccrued, for relief, however described, to the extent that such claims arise out of or are related to the transactions, occurrences, acts or omissions alleged in the pleadings on file in this Action. As of the Effective Date, the named Plaintiffs covenant and agree never to file or institute against any of the Defendants any claim, right, demand, charge, complaint, suit, cause of action, action or proceeding of any kind or nature whatsoever, whether at law, in equity or otherwise, in or before any court, administrative agency, arbitral panel, or other tribunal, wherever situated, asserting, directly or indirectly, any released claim, demand, cause or right of action of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, hidden or concealed, based upon or arising out of the released claims identified in this paragraph.

2. As consideration for the promises made herein, the Plaintiff Class does hereby generally release and forever discharge Defendants and Defendants' officials, employees, agents, boards, departments, and commissioners from any and all claims, rights, demands, charges, complaints, actions, suits, and causes of action, whether known or unknown, suspected or unsuspected, accrued or unaccrued, for relief, however described, arising prior to the Effective Date to the extent that such claims arise out of or are related to the transactions, occurrences, acts or omissions that Plaintiffs have alleged in the Action, as well as such claims based on conduct that occurs during the Term of Agreement to the extent that such claims arise out of or are related to transactions, occurrences, acts or omissions that Plaintiffs have alleged in the Action and in compliance with the terms of this Settlement Agreement. As of the Effective Date, the Plaintiff Class covenants and agrees never to file or institute against any of the Defendants any claim, right, demand, charge, complaint, suit, cause of action, action or proceeding of any kind or nature whatsoever, whether at law, in equity or otherwise, in or before any court, administrative agency, arbitral panel, or



other tribunal, wherever situated, asserting, directly or indirectly, any released claim, demand, cause or right of action of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, hidden or concealed, based upon or arising out of the released claims identified in this paragraph.

3. Plaintiffs hereto represent, acknowledge, and agree that they have been advised by legal counsel of the meaning of California Civil Code section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor."

Plaintiffs specifically waive any and all rights and benefits they have or may have under California Civil Code section 1542, or any other statutes or common law principles of similar substance and effect with respect to any and all claims and obligations released in Sections IV.I.1 and IV.I.2, above, and they further represent, acknowledge and agree that their respective knowing and voluntary waivers of the provisions of California Civil Code section 1542 are essential and material terms of this Settlement Agreement without which the consideration set forth herein and relating hereto would not have been delivered.

4. In entering this Settlement Agreement, the Parties acknowledge that they may hereafter discover facts different from, or in addition to, those which they now know or believe to be true with respect to the General Releases herein made and agree that every General Release herein made by them is now and shall remain effective notwithstanding the existence or the discovery of such additional facts.

J. No Establishment or Admission of Liability

1. This Settlement Agreement represents the compromise of Plaintiffs' claims against Defendants and no obligation assumed under this Settlement Agreement is, nor shall it be claimed to be, deemed, or construed by any person or entity to be an admission of the liability of Defendants. This Settlement Agreement represents neither a victory for any Party nor a vindication of any position advocated by any Party. The Parties acknowledge that Plaintiffs have not established any liability on the part of Defendants concerning the claims alleged in the First Amended Complaint.

Neither this Settlement Agreement nor any term herein shall be offered, received, or used as evidence in any proceeding in any form as an admission of any liability or wrongdoing on the part of Defendants and their agents and employees or of any person or entity herein released.

K. Class Issues

1. As part of the proposed settlement approval process, the Parties shall jointly recommend to the Court that the Court certify a class comprised of the Plaintiff Class as defined in Section I.K above and represented by individual Plaintiffs Calvin Davis and Lauren Alden. In the event the Court does not certify this class, any of the Parties may withdraw from the Settlement Agreement.

2. In the event the Court certifies the class, the Parties shall jointly prepare a notice of this settlement, which will provide the process for filing written objections and include the date for the fairness hearing. The notice shall be posted by the City at all of the City's adult emergency shelters, drop-in centers, resource centers, and reservation stations, and to such other locations as the Court shall order, and shall be made available in English, Spanish, and large print. The notice shall also be made available to the Coalition for publication in the Street Sheet.

3. The Parties shall cooperate in presenting this Settlement Agreement to the Court through the settlement approval process as required by Federal Rule of Civil Procedure 23.

L. Other Provisions

1. This Settlement Agreement shall expire, and the Court shall have no further jurisdiction to enforce the Settlement Agreement, at the time that all of the City's existing contracts with Shelter Contractors expire. The Parties have reached this agreement in consideration of the facts that the existing contracts were entered on July 1, 2009; that the existing contracts expire on June 30, 2012; and that the existing contracts may be extended in the City's sole and absolute discretion for one additional year.

2. Defendants shall pay to Plaintiffs the amount of \$135,000 for reasonable attorneys' fees and costs within 30 days after the Effective Date. No additional fees for monitoring the implementation of the Settlement Agreement shall be paid to Plaintiffs' counsel.

3. The Parties will join in asking the Court to enter a judgment approving this Settlement Agreement and to retain jurisdiction over this matter for the purpose of assuring compliance with the terms of the Settlement Agreement for the length of time specified in Section IV.L.1.

4. If any Party believes that a dispute exists relating to this Settlement Agreement, it shall notify the other Party, and the Parties shall meet and confer in an effort to reach agreement. If the Parties are unable to resolve the dispute within sixty days, the sole manner for resolving the dispute is for the Party to present the dispute to the Court with jurisdiction over the enforcement of this Settlement Agreement. Attorneys' fees and costs awards for dispute resolution shall be determined in accordance with *Christianburg Garment Co. v. EEOC*, 434 U.S. 412, 421-22 (1978).

5. This Settlement Agreement, once approved by the Court, shall be effective as to and binding upon the Parties and their successors and assigns.

6. Headings in this Settlement Agreement are for convenience only and shall not be considered in construing the meaning of this agreement.

7. All Parties have participated in drafting this Settlement Agreement and none of the Parties shall be considered the drafter of the Settlement Agreement for purposes of construing its terms.

8. This Settlement Agreement is an entirely integrated agreement, and there are no additional agreements of the Parties.

9. This Settlement Agreement may be executed in counterparts. The counterparts shall have the same force and effect as if a single document had been signed.

1 In witness whereof, the Parties have executed this Settlement Agreement as of the dates  
2 indicated below.

3 For Defendants the City and County of San Francisco, Mayor Gavin Newsom in his official capacity,  
4 and the San Francisco Board of Supervisors:

5 SAN FRANCISCO HUMAN SERVICES AGENCY

6 Dated: \_\_\_\_\_

7 By: \_\_\_\_\_  
8 TRENT RHORER  
9 Executive Director

10 SAN FRANCISCO DEPARTMENT OF PUBLIC  
11 HEALTH

12 Dated: 2/21/10

13 By:   
14 MITCHELL KATZ, M.D.  
15 Director

16 Approved as to form:

17 DENNIS J. HERRERA  
18 DANNY CHOU  
19 JAMES M. EMERY  
20 CHRISTINE VAN AKEN

21 Dated: Feb. 17, 2010

22 By:   
23 CHRISTINE VAN AKEN  
24 San Francisco City Attorney's Office

25 Attorneys for Defendants

26 For Plaintiffs:

27 COALITION ON HOMELESSNESS

28 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
JENNIFER FRIEDENBACH  
Executive Director

WESTERN REGIONAL ADVOCACY PROJECT

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
PAUL BODEN  
Executive Director

In witness whereof, the Parties have executed this Settlement Agreement as of the dates indicated below.

For Defendants the City and County of San Francisco, Mayor Gavin Newsom in his official capacity, and the San Francisco Board of Supervisors:

SAN FRANCISCO HUMAN SERVICES AGENCY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
TRENT RHORER  
Executive Director

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
MITCHELL KATZ, M.D.  
Director

Approved as to form:

DENNIS J. HERRERA  
DANNY CHOU  
JAMES M. EMERY  
CHRISTINE VAN AKEN

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
CHRISTINE VAN AKEN  
San Francisco City Attorney's Office  
  
Attorneys for Defendants

For Plaintiffs:

COALITION ON HOMELESSNESS

Dated: Feb 10, 2010

By: \_\_\_\_\_  
JENNIFER FRIEDENBACH  
Executive Director

WESTERN REGIONAL ADVOCACY PROJECT

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
PAUL BODEN  
Executive Director

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Dated: \_\_\_\_\_

By: \_\_\_\_\_  
TRENT RHORER  
Executive Director

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
MITCHELL KATZ, M.D.  
Director

Approved as to form:

DENNIS J. HERRERA  
DANNY CHOU  
JAMES M. EMERY  
CHRISTINE VAN AKEN

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
CHRISTINE VAN AKEN  
San Francisco City Attorney's Office  
Attorneys for Defendants

For Plaintiffs:

COALITION ON HOMELESSNESS

Dated: \_\_\_\_\_


By: \_\_\_\_\_  
JENNIFER FRIEDENBACH  
Executive Director

WESTERN REGIONAL ADVOCACY PROJECT

Dated: 2/8/10

By: Paul Boden  
PAUL BODEN  
Executive Director

Dated: 2/12/10

By:   
CALVIN DAVIS

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
LAUREN ALDEN

Approved as to form:

DISABILITY RIGHTS ADVOCATES

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SID WOLINSKY

Attorneys for Plaintiffs

ZELLE HOFMANN VOELBEL & MASON LLP

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
JOSE UMBERT

Attorneys for Plaintiffs

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
CALVIN DAVIS


Dated: \_\_\_\_\_

By: \_\_\_\_\_  
LAUREN ALDEN

Approved as to form:


DISABILITY RIGHTS ADVOCATES

Dated: 2/16/10

By:   
\_\_\_\_\_  
SID WOLINSKY  
Attorneys for Plaintiffs

ZELLE HOFMANN VOELBEL & MASON LLP

Dated: FEB. 9, 2010

By:   
\_\_\_\_\_  
JOSE UMBERT  
Attorneys for Plaintiffs