

CONDITIONAL MEDIATED SETTLEMENT AGREEMENT

1. The matter of SLO Homeless Alliance (the members of said Alliance are identified and set forth in the attached Exhibit A hereto, and hereinafter referred to as "the Alliance") and the City of San Luis Obispo (hereinafter referred to as "the City") which matter is the subject of a pending civil action entitled SLO Homeless Alliance v City of San Luis Obispo, San Luis Obispo County case number CV120204, hereafter collectively referred to as "the action" was mediated on August 2, 2012 before M. Scott Radovich, in San Luis Obispo, California.
2. Appearing in this mediation were representatives of the Alliance, Matt Strzepek, Barbara Walker, Kimberly Frey-Gristin, Phillip Dykeman and their attorneys Stew Jenkins, Michael T. Nolan and Saro Rizzo (hereafter "Plaintiffs") and Katie Lichtig, Jan Marx, Steve Gesell and Andrew Carter on behalf of the City and their attorney J. Christine Dietrick.
3. Conditioned upon execution by the named plaintiffs and a representative of the SLO Homeless Alliance and conditioned upon City Council approval, the parties through this mediation have agreed to resolve all claims relative to the above action as follows:
 - A. The City Attorney in her capacity of City Prosecutor on behalf of the People of the State of California hereby agrees to dismiss, as soon as practicable after approval of this settlement agreement, all currently pending criminal citations issued pursuant to San Luis Obispo Municipal Code section 17.16.015 now pending in the San Luis Obispo Superior Court.
 - B. The City Attorney in her capacity of City Prosecutor on behalf of the People of the State of California hereby agrees to expunge, as soon as

practicable after approval of this settlement agreement, all convictions pursuant to San Luis Obispo Municipal Code section 17.16.015 entered into the court after January 1, 2012, or such other process as may be deemed appropriate by the Court.

C. The City Council will consider an ordinance to adopt overnight camping regulations under its parking provisions contained in Title 10 of the San Luis Obispo Municipal Code. Said proposed ordinance will be enforced with parking citations pursuant to appropriate signage as required under the California Vehicle Code. The court shall retain jurisdiction to review and determine the adequacy of the signage pursuant to the applicable provisions of the California Vehicle Code.

D. The City Council will consider an ordinance amending sections 17.16.015 and 9.18.010 to prohibit enforcement of those sections to the public streets. In the event the City does not amend San Luis Obispo Municipal Code section 9.18 by December 31, 2012, to repeal its application as to the public streets; then an injunction shall issue against the City enforcing said ordinance on the public streets until such time as the proposed ordinance, discussed in paragraph C above, has been adopted and approved. The City, by this term of this settlement agreement, does not admit any facts asserted for legal liability reflected in the court's ruling underlying the issuance of the preliminary injunction. Until December 31, 2012 or until an amended ordinance is adopted as set forth in paragraph C above, whichever is earlier, enforcement of San Luis Obispo Municipal Code chapter 9.18 shall be as follows: The City of San Luis Obispo shall enforce chapter 9.18 by means of public information, education and warning and shall issue citations only where there is an articulable threat to

public health and safety.

E. The Court will reserve jurisdiction to consider an application for reasonable attorney's fees under Code of Civil Procedure section 1021.5. Plaintiffs waive any right to seek a multiplier of said lodestar fee request. If this settlement agreement is approved by the City Council, plaintiffs' counsel from this day forward will seek additional fees related only to the preparation, filing, replying to opposition and appearing at the subsequent fee motion, or any appeals arising therefrom. The parties agree to suspend all other actions related to this litigation other than as contemplated by this settlement agreement. Plaintiffs' counsel shall not base any claim for attorney's fees under Code of Civil Procedure section 1021.5 on any activity prior to March 20, 2012. The City does not admit to any liability and disputes the validity of plaintiffs' claims. The City expressly reserves the right to oppose any motion for attorneys' fees filed by plaintiffs.

F. The current proposed preliminary injunction as to the enforcement of San Luis Obispo Municipal Code section 17.16.015 on the public streets shall be issued by the court forthwith. The City, by this term of this settlement agreement, does not admit any facts asserted for legal liability reflected in the court's ruling underlying the issuance of the preliminary injunction.

G. The parties agree to toll all applicable statutory and filing deadlines associated with any currently pending motions, writs or appeals to which the parties would otherwise be entitled as of the date of this agreement.

H. The parties shall prepare and submit to the court a Stipulation and Order containing the above provisions, and any other provisions necessary to carry

forth the intent of this agreement.

4. The Plaintiffs on behalf of themselves and the members of the SLO Homeless Alliance hereby release any and all claims, potential or anticipated causes of action arising from or related to the action.
5. This Mediated Settlement Agreement shall be binding on the parties, their heirs, successors, and assigns.
6. This agreement may be executed in counterparts and facsimile signatures will be valid as original signatures.

This agreement is hereby executed and agreed to by the parties on this 2d day of August, 2012 in San Luis Obispo, California..

SLO HOMELESS ALLIANCE



BY: ROBERT WATTS



PHILLIP DYKEMAN, Plaintiff



DAVID DOUGLAS MOORE, Plaintiff

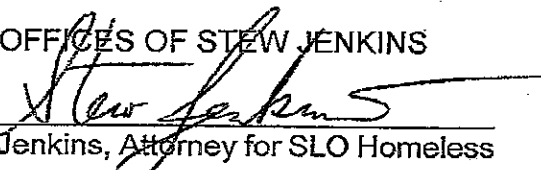
CITY OF SAN LUIS OBISPO

BY: JAN MARX, Mayor

Except as to paragraphs 3.A and 3.B

APPROVED AS TO FORM:

LAW OFFICES OF STEW JENKINS

BY: 
Stew Jenkins, Attorney for SLO Homeless Alliance

APPROVED AS TO FORM:


J. CHRISTINE DIETRICK
City Attorney

Paragraphs 3.A & 3.B approved as to Substance and Form as Prosecutor for the City

SLO HOMELESS ALLIANCE

EXHIBIT A

<u>Last Name</u>	<u>First Name</u>
Aquino	Mary Ruth
Dykeman	Phillip Joseph
Elchlepp	David Shannon
Lombardi	Frederick Joseph
Moore	David Douglas
Oliphant	Allen Lloyd
Perez	Susan Marie
Stone	Steven Russell
Strzpek	Matthew James
Walker	Barbara Darlene
Watts	Robert McGhee