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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 LA ALLIANCE FOR HUMAN
14 RIGHTS, *et al.*,

15 Plaintiffs,

16 v.

17 CITY OF LOS ANGELES, *et al.*,

18 Defendants.

Case No. 2:20-CV-02291-DOC-KES

Assigned to Judge David O. Carter

**PLAINTIFF’S POSITION
CONCERNING PROPOSED CITY
BED PLAN**

Before: Hon. David O. Carter
Courtroom: 10A
Hearing Date: October 2, 2024
Hearing Time: 8:30 p.m.

19
20 Plaintiffs are in receipt of the City of Los Angeles’ proposed bed plan (ECF
21 775), requesting migration of 2,500 beds from the 2020 City/County MOU (“Roadmap
22 Agreement”) (which expires at the end of this fiscal year) into the Alliance Agreement
23 (which expires in 2027). To Plaintiffs’ understanding, the City is requesting the
24 migration because the County will stop funding these beds pursuant to the expiration
25 of the agreement and the City cannot otherwise afford to maintain the 4,100 interim
26 beds without County’s assistance in sharing funding. The result will be an effective
27 “reduction” of the number of *new* beds the City will be building under the Alliance
28 Agreement by 2,500. While Plaintiffs are sensitive to the City’s significant financial

1 concerns in maintaining the interim beds upon expiration of the Roadmap Agreement,
2 the resulting reduction of 2,500 beds from the City’s overall inventory is unacceptable
3 in today’s housing and shelter crisis climate.¹

4 The Alliance lacks sufficient information to take a position on the City’s
5 proposed bed plan. Specifically, the Alliance seeks an answer from the County of Los
6 Angeles about whether it will amend the Roadmap Agreement to continue paying for
7 50% of the operational costs of the 4,100 shelter beds upon expiration of the Roadmap
8 Agreement, to prevent those beds from being closed. When this question was
9 previously posed to the County of Los Angeles, the County did not answer it directly:

10 THE COURT: Mira, why is the County ending the
11 funding?

12 MS. HASHMALL: Your Honor, so I am hearing the details of
13 Mr. Szabo's plan that it sounds like he is working up to present to his
14 council and his mayor. I obviously need to learn more about that, and
15 I look forward to seeing that plan in more detail.

16 The agreement between the City and the County was a term of
17 years, so it was always contemplated that it would expire. But I think,
18 as Matt has identified in his proposal, if he is allowed to move those
19 beds to his agreement with the City and the plaintiffs to which the
20 County is not a party, the County would continue to provide resources
21 for those beds.

22 So I don't think it's an issue of why is the County stopping. The
23 County has always been committed to providing resources and, it
24 sounds like under this proposal, would still be providing resources. It
25 would just be in a different framework.

26
27 ¹ Kenneth Mejia, LA City Controller, Homelessness Audit: Interim Housing and
28 Shelter Bed Data (Dec. 5, 2023), <https://controller.lacity.gov/landings/interim-housing-audit> (citing 46,260 people experiencing homelessness in Los angles, with only 16,100 shelter beds available).

1 (Hr’g Tr. 82:5–23, Aug. 29, 2024, ECF No. 768.)

2 While the agreement “was always set to expire,” there is no reason why it
3 cannot and should not continue in light of the severe housing and shelter crisis
4 identified by the City’s controller and acknowledged by the County of Los Angeles
5 repeatedly. *See, e.g.* Anusha Shankar, *LA County approves development of 24/7*
6 *homeless shelters*, Fox 11 Los Angeles (Sept. 25, 2024, 8:52 AM),
7 <https://www.foxla.com/news/la-county-approves-development-24-7-homeless-shelters>
8 (“Los Angeles County is expanding its emergency resources to ensure our most
9 vulnerable community members can access safe shelter and services during inclement
10 whether events. . . . With lives on the line, the new normal of extreme weather calls on
11 us to more readily open shelters and share resources widely.” (citation omitted).)
12 Should the County continue to fund 50% of operational costs incurred in the 4,100
13 Roadmap Agreement beds, the City would not be forced to “migrate” 2,500 beds and
14 thus reduce the overall bed target for the two combined agreements by 2,500.

15 The Alliance requests a response from the County of Los Angeles about whether
16 it will agree to extend the Roadmap Agreement and continue to fund 50% of
17 operational costs of the 4,100 interim beds established under that Agreement, to
18 prevent the closure of crucial beds at this time. Given the time constraints involved so
19 the City can budget for next fiscal year, the Alliance requests a response by the County
20 prior to the October 8, 2024 hearing.

21 Alternatively, the Alliance respectfully requests that the Court hold an
22 evidentiary hearing on October 16, 2024, about the implications of closing these 4,100
23 beds and/or the financial conditions of the City upon losing County funding and why
24 the County cannot continue to separately fund these beds.

25 Dated: October 4, 2024

Respectfully submitted,

26 /s/ Elizabeth A. Mitchell
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