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12
13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA

15 SAUSALITO/MARIN COUNTY CHAPTER
16 OF THE CALIFORNIA HOMELESS UNION,
17 on behalf of itself and those it represents;
ROBBIE POWELSON; SHERI I. RILEY;
18 ARTHUR BRUCE; MELANIE MUASOU;
SUNNY JEAN YOW; NAOMI
19 MONTEMAYOR; MARK JEFF; MIKE
20 NORTH; JACKIE CUTLER and MICHAEL
ARNOLD on behalf of themselves and
21 similarly situated homeless persons,

22 Plaintiffs,

23 v.

24 CITY OF SAUSALITO; MAYOR JILL
25 JAMES HOFFMAN; POLICE CHIEF JOHN
ROHRBACHER; CITY MANAGER
26 MARCIA RAINES; DEPT. OF PUBLIC
WORKS SUPERVISOR KENT BASSO,
27 individually and in their respective official
28 capacities,
Defendants.

CASE NO. 3:21-cv-01143-LB

**DECLARATION OF JOHN ROHRBACHER
IN SUPPORT OF DEFENDANTS' MOTION
TO MODIFY PRELIMINARY INJUNCTION**

Date: April 29, 2021
Time: 1:30 p.m.
Courtroom: 5 – 17th Floor

Action Filed: February 16, 2021
Trial Date: T.B.D.
Judge: Hon. Judge Edward M. Chen

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DECLARATION OF JOHN ROHRBACHER

I, John Rohrbacher, declare as follows:

1. I am the Chief of Police for the City of Sausalito and have held that position since January 2016. If called as a witness, I could and would competently testify to all facts stated herein based upon my personal knowledge except where stated upon information and belief. This Declaration is submitted in support of Defendants’ Motion for Modification of the Preliminary Injunction.

2. Prior to serving as Chief of Police for the City of Sausalito, I served as a Police Captain for the City of Sausalito from approximately 2009 to 2016 and as an investigator at the Marin County District Attorney’s Office from approximately 2006 to 2009. Before that, I spent approximately 27 years at the City of San Rafael Police Department, departing in 2006 after a 15-month term as Police Chief.

3. I have personal knowledge of the events stated herein as I have debriefed with my Departmental staff on these incidents, reviewed relevant City of Sausalito Police Department's records regarding these events and communicated with other witnesses to the events and/or conditions described herein.

4. On information and belief, there are approximately 44 tents at the current Dunphy Park encampment with approximately 44 individuals residing there (as of the date of my signature hereto). Of these 44 individuals, approximately 15 individuals claim to be displaced from their boats where they resided, within Richardson’s Bay Regional Authority (“RBRA”) jurisdictional waters. Approximately 29 individuals are believed to have relocated to the Dunphy Park encampment from areas outside of RBRA jurisdictional waters, the majority of which are believed to have relocated from outside of Sausalito and/or Marin County.

5. Attached to Defendants’ Index of Exhibits as **Exhibit 7** are true and correct copies of photographs depicting the conditions of the Encampment on February 26, 2021 and April 6, 2021, respectively.

6. On information and belief, approximately 35 of the 44 tents at the Dunphy Park encampment is situated on private property owned by Bridgeway Marina Corp. Bridgeway

1 Marina Corp. President Cameron Razavi has made numerous requests to have the tents removed.
2 On or around February 11, 2021, the City of Sausalito received a letter from Mr. Razavi
3 confirming that tents belonging to the Dunphy Park encampment are currently encroaching on its
4 private property and authorizing the City to remove the tents on its behalf. A true and correct
5 copy of the February 11, 2021 letter is attached to Defendants' Index of Exhibits as **Exhibit 8**.

6 7. On April 6, 2021, Ashley Hart (Homeless Policy Analyst for Marin County Health
7 and Human Services) forwarded me an email sent by Howard Schultz (Whole Person Care Team
8 for Marin County Health and Human Services) to Sausalito City Councilmember Melissa
9 Blaustein on April 5, 2021 confirming that Marin County Health and Human Services would
10 endeavor to administer COVID-19 vaccines to the individuals at the Dunphy Park encampment in
11 April 2021. A true and correct copy of Ms. Hart's April 6, 2021 email to me is attached to
12 Defendants' Index of Exhibits as **Exhibit 9**.

13 8. On or around March 25, 2021, on behalf of the City of Sausalito and the Sausalito
14 Police Department, I entered into a Services Agreement with Urban Alchemy (a non-profit
15 organization specializing in outreach to individuals experiencing homelessness) for the scope of
16 services outlined in the Statement of Work attached as Exhibit A thereto. A true and correct copy
17 of the March 25, 2021 Services Agreement with Urban Alchemy is attached to Defendants' Index
18 of Exhibits as **Exhibit 10**. Pursuant thereto, Urban Alchemy agreed to "endeavor to learn what
19 each of the encampment residents needs or wants to be able to return to their vessels on
20 Richardson Bay or move to the offered location at the City's Marinship Park" and "make
21 suggestions to the City throughout their time at the encampment on ways they can assist to
22 improve upon the health and safety of the encampment residents and the community as a whole"
23 among other things.

24 9. Since the execution of the Services Agreement, Urban Alchemy has communicated
25 at length with the individuals at the Dunphy Park encampment to learn what each of them needs or
26 wants to be able to return to their vessels on Richardson Bay or move to the offered location at the
27 Marinship Park. In addition thereto, Urban Alchemy has been instrumental in removing trash and
28

1 debris from the Dunphy Park encampment area to improve the health and safety of the individuals
2 residing there.

3 10. On April 6, 2021, I had a telephone conversation with Urban Alchemy team
4 members during which time we discussed possible means and methods of ensuring a safe
5 transition of the individuals at Dunphy Park to Marinship Park (an approximate 0.6 mile distance),
6 should that time come. During this conversation, the City requested from Urban Alchemy a
7 proposal for additional services to assist with such transition to the extent that members of the
8 encampment are willing and cooperative with the move. Consistent with guidance from Urban
9 Alchemy regarding the best and safest way to transition to Marinship Park, the City will rent
10 multiple trucks/vehicles to transfer individuals and their belongings from the Dunphy Park site to
11 Marinship Park. Individuals will be allowed to load and unload their own belongings into the
12 trucks/vehicles unless they otherwise requested assistance. To ensure appropriate health and
13 safety precautions are undertaken in light of the ongoing COVID-19 pandemic, only one
14 individual/family would be assigned a single truck/vehicle per trip, all individuals will be offered
15 protective face masks and appropriate personal protective equipment (PPE) gear, and temperature
16 and health screenings of all individuals at the encampment and those assisting with the transition
17 will be performed.

18 11. Marinship Park is the only feasible location for the mobile showering program run
19 by the Downtown Streets Team. Prior to the implementation of the mobile showering program,
20 the Downtown Streets team came to Sausalito to scout approximately six (6) different locations to
21 bring the mobile showering trailer and determined that is not safe to back the trailer into the
22 parking lot at Dunphy Park and placement of the trailer at the location would block access for
23 entrance and exit of parked vehicles. Moreover, in order to meet the demand for number of
24 showers currently needed, the mobile showering trailer requires simultaneous access to a fresh
25 water hook-up, a drain water connection (sanitary hook-up), and a metered electrical hook-up –
26 which is not possible at Dunphy Park. The mobile showering trailer could act as a standalone unit
27 without these utility connections, but only a limited number of showers would be available. This
28 information was confirmed by the Downtown Streets Team in an email exchange on April 6, 2021

1 between myself, Kevin McGowan (Director of Public Works) and Karen Strolia (Director of the
2 North Bay Downtown Streets Team). A true and correct copy of the April 6, 2021 email
3 exchange is attached to Defendants' Index of Exhibits as **Exhibit 11**.

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 8 day of April, 2021 in Sausalito, California.

DocuSigned by:
John Rohrbacher
John Rohrbacher