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ROHRBACHER, MARCIA RAINES, KENT BASSO

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 L. 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 CHRIS ZAPATA IN
SUPPORT OF DEFENDANTS'
(1) OPPOSITION TO PLAINTIFFS' *EX
PARTE* MOTION TO SHOW CAUSE WHY
DEFENDANTS SHOULD NOT BE HELD IN
CONTEMPT FOR VIOLATING THE
PRELIMINARY INJUNCTION, FOR
SANCTIONS AND FOR MODIFICATION OF
PRELIMINARY INJUNCTION; AND
(2) *EX PARTE* MOTION TO MODIFY
PRELIMINARY INJUNCTION**

Date: December 9, 2021
Time: 1:30 p.m.
Courtroom: 5 – 17th Floor

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

DECLARATION OF CHRIS ZAPATA

I, Chris Zapata, declare as follows:

1. I am the City Manager of Sausalito and have held that position since June 2021. 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’ (1) Opposition to Plaintiffs’ *Ex Parte* Motion To Show Cause Why Defendants Should Not Be Held In Contempt for Violating the Preliminary Injunction, for Sanctions and for Modification of Preliminary Injunction; and (2) *Ex Parte* Motion to Modify Preliminary Injunction.

The City’s Relocation Of The Encampment To Marinship Park And Continued Services To The Encampment

2. The City complied with the terms of the Court’s order in relocating the encampment from Dunphy Park to Marinship Park. Specifically, the City arranged for its consultant Urban Alchemy to provide safe transportation and relocation of individual campers and their belongings. The City prepared Marinship Park for the encampment, completed the promised improvements to the area and facilities, and arranged for a consultant to complete environmental testing, including air and soil sampling. And the City provided and continues to provide support services including handwashing stations, permanent restrooms, mobile showers, trash collection, and maintenance services.

3. The City has contracted with Urban Alchemy and other organizations to provide additional services at the encampment, including 24-hour security and services related to COVID-19 assistance, mental health, outreach and communication, referral to State, County, and other resources, seniors and disability issues, encampment safety and maintenance, and weather preparation.

4. On September 28, 2021, the City Council appropriated \$185,000 for the purpose of providing 24-hour security and other services at the encampment over the next six months.

5. The City Council has authorized me to renew the City’s contract with Urban Alchemy so that it will continue providing services to the encampment.

1 6. From the beginning of this case to present, the City’s total expenditures and
2 appropriations for homelessness and encampment issues have been at least \$831,332.37.

3 **The City’s Assistance To The Encampment During The Recent Storm**

4 7. On October 23 and 24, 2021, the City experienced a serious winter storm, with
5 heavy rains and high winds, resulting in dangerous conditions throughout the City, including
6 downed trees, downed power lines, widespread flooding, windblown structures and fencing, and
7 power outages. In response, I issued a Proclamation of Local Emergency, which was later ratified
8 by the City Council. The effects of the storm were felt throughout the City; Marinship Park did
9 not experience more significant storm damage compared to other parks and similar areas.

10 8. Leading up to and in the aftermath of the storm, the City made significant efforts to
11 assist the residents of the Marinship Park encampment, improve conditions in the encampment,
12 and transition residents to shelter. These efforts have included the following:

13 a. The City completed significant pre-storm work to prepare for and protect
14 the residents of the encampment from inclement weather. The City provided gravel, sleeping
15 bags, hygiene kits, tarps, tents, and similar items. The City coordinated with the Presbyterian
16 Church to distribute these items to the encampment residents.

17 b. The City coordinated with Marin County and the Red Cross to acquire
18 shelter beds for a minimum of 20 persons in the City’s MLK shelter. The Red Cross also provided
19 45 cots, blankets, water, and other personal hygiene items.

20 c. On October 24, 2021, the City promoted and offered the MLK shelter to 6
21 persons remaining in the encampment, all of whom declined to be relocated. The MLK Shelter
22 remained open with available shelter beds through November 17.

23 d. The City coordinated with Marin County to acquire shelter beds in the New
24 Beginnings Facility in Novato. The City purchased 7 beds at a subsidized rate for a 6-month
25 period, which are available to 4 men and 3 women who meet certain criteria. One person has
26 already been placed in the New Beginnings Facility.

27 e. The City continues to promote, coordinate, and offer to place persons in the
28 the New Beginnings Facility.

1 f. The City has placed large roll-off bins in the encampment to remove any
2 debris. The City will continue to provide large roll-off bins for debris disposal by the encampment
3 members and will continue to empty them as they fill to capacity. Once persons returns to the
4 encampment and identify debris for disposal, the City will promptly dispose of the debris.

5 **The City's Proposed Relocation of the Encampment to the Tennis Courts**

6 9. In response to Plaintiffs' complaints, and to protect against future winter storms,
7 the City has developed a plan to relocate the encampment onto the adjacent City-owned tennis
8 courts and to make related weather and safety upgrades. The City Council has already approved
9 this proposal and the City is prepared to implement it immediately.

10 10. The City's tennis court proposal would have significant advantages compared to
11 the existing encampment at Marinship Park and would address a number of the residents'
12 complaints. The tennis courts will provide much better protection against rain, wind, and other
13 inclement weather, particularly during sleeping. The tennis courts already have a hard, improved
14 surface, so they will not be prone to flooding, pooling water, or becoming muddy during rain
15 events.

16 11. The City will further improve the tennis courts to prepare for the encampment. The
17 City will purchase or construct wood platforms for each tent, modeled on a design used in other
18 encampments, which will keep the tents off the ground and dry during rain events. The platforms
19 will include hardware that enables the residents to securely attach their existing tents. The City
20 will also purchase new stake-less tents and provide them free of cost to any residents who want
21 them. Photographs of the model platform and stake-less tents are attached as **Exhibit A**.

22 12. To ensure safe and easy access, the City will install additional entrances to the
23 tennis courts, and the Fire Marshall will provide a safety inspection.

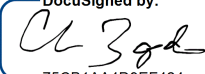
24 13. The City completed an analysis showing that the relocation proposal is
25 operationally and logistically feasible. The City has prepared a schematic diagram of the
26 proposed layout for the tennis court showing that there is enough space to accommodate all
27 existing residents of the encampment, attached as **Exhibit B**. Aerial photographs of the tennis
28

1 courts and the current encampment area in Marinship Park, demonstrating that they are
2 comparably sized, are attached as **Exhibit C**.

3 14. The tennis courts are immediately adjacent to the parking lot, permanent restrooms,
4 and mobile showers currently used by the encampment, so there will be no loss of services.

5
6 I declare under penalty of perjury under the laws of the United States of America that the
7 foregoing is true and correct.

8 Executed on this 18th day of November, 2021 in Sausalito, California.

9
10
11 DocuSigned by:

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12 Chris Zapata