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City of Novato, et al.

11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 MARIN COUNTY HOMELESS
14 UNION, a local affiliate of the
CALIFORNIA HOMELESSNESS
15 UNION, on behalf of itself and those it
represents; CAMP COMPASSION, a
16 Homeless Union-affiliated encampment
in Lee Gerner Park; Individual Plaintiffs
17 JASON SARRIS; LEA DEANGELO;
ZACH BOULWARE; CARRIE
18 HEALON, LISA NICOLE JOHNSON;
DONALD HOBBS; DEBORAH ANN
19 MIROMONTES; LISA JOHNSON;
CHARLES TALBOT; BETHANY
20 ALLEN; MICHELANGELO MONTEZ;
DEBORAH ANN MIRAMONTES;
21 KALANI WELSCH, and other similarly
situated homeless persons including
22 current residents of Camp Compassion
homeless encampment,

23 Plaintiffs,

24 v.

25 CITY OF NOVATO; CITY MANAGER
26 ADAM MCGILL, MAYOR PAT
EKLUND, MAYOR PRO TEM ERIC
27 LUCAN, CHIEF OF POLICE
MATHEW MCCAFFREY, PUBLIC
28 WORKS DIRECTOR CHRIS BLUNK,

Defendants.

CASE NO.: 4:21-cv-05401-YGR

[Assigned to the Hon. Yvonne Gonzalez
Rogers]

**SECOND SUPPLEMENTAL
DECLARATION OF ADAM MCGILL
IN SUPPORT OF CITY OF NOVATO'S
SUPPLEMENTAL BRIEF IN
SUPPORT OF OPPOSITION TO
ORDER TO SHOW CAUSE FOR
PRELIMINARY INJUNCTION**

Hearing Date: October 6, 2021
Time: 9:00 a.m.
Ctm: 1

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DECLARATION OF ADAM MCGILL

I, ADAM MCGILL, declare and state as follows:

1. I am the City Manager of the City of Novato, and a named Defendant in this action. I make this supplemental declaration in support of the City of Novato’s Supplemental Brief in support of Opposition to Order to Show Cause for Preliminary Injunction. The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. In the mid-1990’s, 553 acres of the former Hamilton Army Airfield Base (“Hamilton”) located in the City of Novato was closed by the Department of Defense under the authority of the Defense Base Closure and Realignment Act of 1990 and converted to civilian use. As required by federal law, the Hamilton Reuse Planning Authority (HRPA) was created to prepare and recommend approval of a “reuse plan” in which were detailed the specific civilian uses to which Hamilton was to be converted. HRPA was comprised of representatives from the City Council, County Board of Supervisors and other stakeholders who federal law recognized as having an important role in influencing the manner in which the base was to re-used. The HRPA approved a Reuse Plan which was ultimately adopted by the Novato City Council in 1999. The Reuse Plan included the provision of emergency and transitional housing for the homeless.

3. As part of that conversion to civilian use, a number of acres of real property and military structures located in Hamilton were conveyed to the City of Novato and/or its former Public Finance Authority (collectively, the City of Novato and its former Public Finance Authority shall be referred to as the “City”).

4. Shortly after the Hamilton Reuse Plan was adopted, the City worked with Homeward Bound of Marin (“Homeward Bound”), a nonprofit organization formed to provide housing, training and services to the homeless, to allow Homeward Bound to

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1 temporarily use some of the old then-existing military buildings conveyed to the City
2 and install a tent on City-owned property for Homeward Bound to provide shelter and
3 services for homeless individuals including, but not limited to food, clothing, and
4 mental health services.

5 5. In 2005, the City entered into a ground lease with Homeward Bound
6 authorizing Homeward Bound to construct and maintain an emergency shelter for up
7 to 80 homeless individuals on land conveyed to and owned by the City at Hamilton
8 (currently the only permanent emergency shelter for 80 homeless individuals in the
9 County). This facility was constructed and is called The New Beginnings Center.
10 The New Beginnings Center provides healthcare support, facilitation of counseling
11 services, an on-site 12-step program, relapse prevention workshops, a dining room
12 that serves 3 meals a day, on-site location training programs, and other services
13 necessary to help the residents gain employment, move to interim housing and
14 eventually move into and maintain long-term housing. The New Beginnings Center
15 continues to operate and provides emergency shelter for unhoused individuals. The
16 New Beginnings Center is located on what is commonly known as the “commissary
17 triangle” which, as mentioned above, is part of the former Hamilton Army Airfield
18 Base.

19 6. In 2005, the City also entered into a ground lease with Homeward Bound
20 for the Next Key Employment and Training Center also to be located in the
21 commissary triangle, next door to the New Beginnings Center. The Next Key Center
22 consists of (1) 32 units of transitional housing, (2) a training and demonstration
23 kitchen, (3) a 150-seat conference and dining room, and (4) space for Homeward
24 Bound’s administrative offices. These transitional housing units are made available
25 for homeless people to move from New Beginnings Center to interim housing where
26 they pay a small stipend from the money they earn from job(s) acquired with
27 Homeward Bound’s assistance. The goal of the Next Key Center with respect to its
28 transitional housing units is to provide a variety of services (sometimes called wrap-

1 around services) to the residents of the transitional units to assist them in job training
2 and securing jobs such that they reach levels of gainful employment, the earnings of
3 which can be utilized to transition to mainstream housing opportunities and full-time
4 work. Next Key Center offers training in culinary skills, including skills as a chef;
5 and other job skills training.

6 7. Also, as part of the conversion of Hamilton to civilian use, the City
7 entered into a ground lease with Hamilton Continuum Partners II, L.P. for the purpose
8 of constructing 60 transitional housing units located in a variety of locations integrated
9 into one of the residential subdivisions created at Hamilton and, specifically, the
10 Meadow Park Subdivision. The 60 units have been constructed and provide
11 transitional housing to homeless people, formerly homeless people, and people at
12 immediate risk of becoming homeless, again for the purpose of providing subsidized
13 housing while these individuals seek to establish an economic base that will allow
14 them to mainstream into market-rate housing and gainful employment.

15 8. In 2001, the City entered into a funding contract through its former
16 redevelopment agency with Novato Human Needs (now, North Marin Community
17 Services) to provide financial support to this organization for the provision of
18 homelessness services. This agreement runs through June 20, 2022, as reflected in the
19 former redevelopment agency’s report of recognized obligation payments submitted to
20 the State Department of Finance. As of June 30, 2019, the financial obligation of the
21 City (acting as successor agency to its former redevelopment agency) amounted to
22 \$369,121.

23 9. In 2012, Homeward Bound applied to the City for entitlements to
24 construct a 14-bedroom apartment complex for transitional housing to provide
25 housing to single parents with children who are coming out of homelessness. The
26 City granted Homeward Bound the necessary land use entitlements and took other
27 actions to support the construction of this project called “OMA Village” either
28 through direct financial assistance, fee waivers, or assisting in the securing of federal

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1 funding – totaling \$831,508. This facility opened in 2016.

2 10. In 2020, Homeward Bound proposed to construct an additional 50 units
3 composed of 26 workforce, 1-bedroom apartments, 24 1-bedroom apartments for
4 veterans, and a commercial kitchen/event space for food industry job training on
5 another City-owned parcel at Hamilton. In June 2020, the City committed to grant
6 Homeward Bound \$750,000 to cover development impact fees for this project.

7 11. The City has provided, funded or approved the construction of 1,507
8 affordable housing units throughout the City. As part of the Hamilton Reuse Plan, the
9 City approved the construction of 600 affordable housing units of which 300 are deed-
10 restricted affordable ownership units; and, 300 are deed-restricted affordable rental
11 units. These 600 units are managed by the City of Novato to ensure long-term
12 affordability. Most of the other deed restricted affordable housing units built in the
13 City were also either awarded an exemption from city-fees and/or awarded grants
14 from the City.

15 12. In the wake of the COVID-19 pandemic, the federal government recently
16 announced the issuance of 70,000 new housing vouchers for people experiencing
17 homelessness, over 100 of which will be allocated to Marin County. These housing
18 vouchers entitle the bearer of them to be housed with rents subsidized by the federal
19 government. This sort of housing program is most effective, however, if the recipient
20 of the voucher is also provided medical, psychological, and other support services. In
21 the County of Marin, these types of services are provided by what are called “case
22 managers.” To address the need to match case managers with new recipients of these
23 housing vouchers, in June 2021, the City of Novato, in conjunction with the County of
24 Marin and other cities in the County, have agreed to establish a \$2 million fund to pay
25 for additional case managers, with the City contributing \$238,000 to make this
26 endeavor a success.

27 13. The City annually (5 years-ongoing) funds (\$50-75,000) to the
28 Downtown Streets Team a nonprofit organization that provides homeless and low-

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1 income men and women work experiences in the City. Workers receive a non-cash
2 stipend to help cover their basic needs, and are offered the opportunity to participate
3 in Downtown Streets Team’s case management and employment services to find
4 housing and more permanent and lucrative employment. The model is structured to be
5 a one-year transitional program into permanent housing and employment. The City
6 was the first in Marin to adopt this program and has championed it across the Bay
7 Area.

8 14. The City of Novato - like all cities in Marin County - contributes
9 annually (\$50,000) to a Mobile Shower Program for the homeless administered by the
10 Downtown Streets Team. Not only does Novato contribute financially and offer these
11 services in the City, Novato does so on City property adjacent to Homeward Bound.
12 The City of Novato further hosts the truck and shower trailer at the site and provides
13 rent-free office and administrative space to the Downtown Streets Team.

14 15. As of July 22, 2021, there were eighteen campers present in Lee Gerner
15 Park. As of the date of this declaration, I am informed and believe that sixteen
16 campers remain in the park, including eight of the named Plaintiffs in this action.

17 16. Since July 27, 2021, the City has offered placement at New Beginnings
18 Center to a total of seventeen people from Lee Gerner Park, and has successfully
19 referred eight campers from Lee Gerner Park to the New Beginnings Center. Four of
20 those campers have now received housing vouchers to assist in finding outside
21 permanent housing subsidized under the federal Section 8 housing program.

22 17. In addition, the City has offered placement at New Beginnings Center to
23 other homeless persons not camping at Lee Gerner Park.

24 18. The City currently has four available beds to offer in the New Beginnings
25 Center under the Memorandum of Understanding, and anticipates that a fifth bed will
26 be available shortly. Once the four campers with Section 8 housing vouchers have
27 moved into housing, those beds will also be available for new referrals.

28 19. The eight named plaintiffs remaining in Lee Gerner Park are Carrie

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1 Healon, Charles Talbot, Jason Sarris, Kalani Welch, Leah DeAngelo, Zachary
2 Boulware, Michaelangelo Montes, and Lisa Johnson.

3 20. The remaining three named plaintiffs are no longer residing in Lee
4 Gerner Park. I am informed and believe that Plaintiff Bethany Allen is now housed in
5 Novato. Plaintiff Donald Hobbs is currently residing at an inpatient detox facility in
6 San Rafael, California. And, Plaintiff Deborah Miramontes has left Novato and is
7 currently residing in Windsor, California.

8 21. Following this Court’s order on the City’s motion to modify the
9 temporary restraining order, I am aware that Mr. Anthony Prince, counsel for
10 Plaintiffs, demanded that the City refrain from offering the campers in Lee Gerner
11 Park placement at any shelter, including the New Beginnings Center, in exchange for
12 an agreement to continue the hearing on the preliminary injunction and allow
13 sufficient time to explore settlement opportunities. I instructed trial counsel for the
14 City to agree that the City would refrain from contacting the named Plaintiffs in this
15 lawsuit, but that the City would not agree to stop offering shelter placement to
16 campers in Lee Gerner Park who are not directly named in this lawsuit.

17 22. On August 17, 2021, I accompanied Mr. Prince, Plaintiff Jason Sarris,
18 and Robbie Powelson on a tour of the New Beginnings Center. The tour lasted for
19 approximately 90 minutes. During this tour, Mr. Prince, Mr. Sarris, and Mr. Powelson
20 had the opportunity to view the common areas and dorm rooms, and ask questions of
21 the Homeward Bound staff.

22 23. Mr. Prince, Mr. Sarris, and Mr. Powelson were disruptive and demanding
23 during this tour. They demanded access to areas of the New Beginnings Shelter that
24 are usually available only to residents, demanded access to Homeward Bound’s
25 private documents, and attempted to take pictures of residents despite being instructed
26 not to do so. Mr. Prince repeatedly claimed that his unreasonable demands were
27 authorized by Court order, which I knew was false. I have attended all of the
28 settlement conferences held before Judge Illman, and know that Judge Illman made no

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1 such order.

2 24. Mr. Prince also sought to interview the residents of New Beginnings
3 Center, but that request was refused by the Homeward Bound staff on privacy
4 grounds. I offered to coordinate voluntary interviews at a later date, but Mr. Prince has
5 not yet contacted me with his availability for those interviews.

6 25. Mr. Prince also stated his desire to tour the Kerner Shelter. He has not yet
7 contacted me with his availability for that tour.

8 26. After the City submitted its Opposition to the preliminary injunction, the
9 City Council met and authorized me to prepare a plan that would allow the Plaintiffs
10 in this case to remain in a limited portion of Lee Gerner Park for the duration of the
11 lawsuit in a temporary camp established and supervised by the City.

12 27. Together with the Public Works Director, Chris Blunk, I created a plan
13 for a temporary, enclosed camping area within Lee Gerner Park. The layout accounts
14 for ADA-compliant pathways and COVID-19 compliant physical distancing. It also
15 includes common areas for eating and socializing. A true and correct copy of the
16 proposed layout for the temporary camp is attached to the proposed preliminary
17 injunction as Exhibit A.

18 28. The temporary camp layout will be surrounded by a fence for the privacy
19 of the occupants. The City will provide uniform tents for each occupant of the
20 temporary camp, and will create uniform designated living and storage areas.
21 Examples of the fence and the other services the City will provide is attached to the
22 proposed preliminary injunction as Exhibit B.

23 29. With the assistance of the City Attorney, I developed a code of conduct
24 for the temporary camp. This code of conduct is based on that approved by the Court
25 in *Santa Cruz Homeless Union v. Bernal*, 2021 WL 1256888, Case No. 20-cv-09425-
26 SVK. A true and correct copy of the proposed code of conduct is attached to the
27 proposed preliminary injunction as Exhibit C.

28

1 30. On September 16, 2021, I was informed by the Marin County Health and
2 Human Services department that 91% of all Marin County residents over the age of 16
3 are now fully vaccinated.

4
5 I declare under penalty of perjury under the laws of the State of California that
6 the foregoing is true and correct

7 Executed on September 17, 2021 at Novato, California.

8
9 

10 _____
ADAM MCGILL

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CERTIFICATE OF SERVICE

Marin County Homeless Union v. City of Novato, et al.
United States District Court, Northern District
Case No. 4:21-cv-05401-YGR

I, McCall L. Williams, declare:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 790 East Colorado Boulevard, Suite 850, Pasadena, California 91101. My email address is: MWilliams@chwlaw.us. On September 17, 2021, I served the document(s) described as **SECOND SUPPLEMENTAL DECLARATION OF ADAM MCGILL IN SUPPORT OF CITY OF NOVATO’S SUPPLEMENTAL BRIEF IN SUPPORT OF OPPOSITION TO ORDER TO SHOW CAUSE FOR PRELIMINARY INJUNCTION** on the interested parties in this action as follows:

BY ELECTRONIC TRANSMISSION: I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States District Court, Northern District by using the CM/ECF system on September 17, 2021. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the USDC, Northern District CM/ECF system.

I declare that I am employed in the offices of a member of the State Bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on September 17, 2021, at Pasadena, California.

/s/McCall Williams
McCall L. Williams

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