

# ORANGE COUNTY BOARD OF SUPERVISORS

## Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.*

*No new supplemental items will be added to the agenda following close of business on Friday.*

November 22, 2016

### PRESENTATION

**Continued to 12/13/16, 9:00 a.m.**

El Toro Water District will be providing a presentation

### CONSENT

1. Continued to 1/10/17, 9:30 a.m.
9. Continued to 1/10/17, 9:30 a.m.
12. Continued to 1/24/17, 9:30 a.m.

### DISCUSSION

16. Revised Title to read:  
**Sheriff-Coroner** - Approve amendment 8 to agreement with City of Yorba Linda for law enforcement services, 7/1/16 - 6/30/17 (\$4,607 reduction; new total ~~\$9,830,522~~ \$9,830,552); deleting one crime prevention specialist and adding one office specialist position, 12/9/16 - 6/30/17 (cumulative total \$38,431,479) - District 3
40. Revised Title to read:  
**County Executive Office** - Approve grant applications/awards submitted by *Sheriff Department and Health Care Agency* in 11/22/16 grant report and other actions as recommended; *and adopt resolution authorizing HCA Director or designee to submit and execute applications, related documents and amendments to State Department of Resources Recycling and Recovery for Waste Tire Enforcement Grant 24<sup>th</sup> Cycle* - All Districts
43. Revised Title to read:  
**County Executive Office** - Approve amendment 3 to lease agreement with MICK, LP for office space at 1240 S. State College Boulevard, Anaheim for Social Services Agency, to extend term to 7/31/17 (~~\$18,761.94~~ \$107,359.94 per monthly; total \$644,159.64); authorize Chief Real Estate Officer to execute option to extend lease to 1/31/18 and subsequent lease amendments for non-monetary and/or monetary changes under certain conditions; and make California Environmental Quality Act and other findings - District 4
44. Revised Title to read:  
**County Executive Office** - Approve agreement MA-017-17010844 with Potomac Partners DC for Federal Legislative Advocacy services, 1/1/17 - 12/31/19 (~~\$1,285,000~~ \$771,000); renewable for *two one-year terms* ~~two additional years~~; and authorize Purchasing Agent or authorized Deputy to execute agreement - All Districts

**REVISIONS AND SUPPLEMENTALS TO NOVEMBER 22, 2016 AGENDA - PAGE 1 OF 2**

# ORANGE COUNTY BOARD OF SUPERVISORS

## Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.*

*No new supplemental items will be added to the agenda following close of business on Friday.*

**THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:**

Items: 16, 40, 43 and 44

### Supplemental Item(s)

- S49A. **OC Community Resources** - Approve license to use State Military Property with California Military Department for Santa Ana and Fullerton Armory facilities, FY 2016-17; approve amendment 2 to agreement 16-23-0015-PS with Mercy House Living Centers, Inc. for Armory Emergency Shelter Program, 7/1/16 - 6/30/17; and authorize Director or designee to execute license, amendment and make non-material changes under certain conditions - Districts 1 and 4
- S49B. **Registrar of Voters** - Appoint Michael Haack and Ambrose Mastro as Directors of Capistrano Bay Community Services District; Elizabeth Gapp as Director of Three Arch Bay Community Services District; and Linda Garogalo as Director of Surfside Colony Storm Water Protection District in lieu of election on 11/8/16 for four-year terms – Districts 2 & 5
- S49C. **Registrar of Voters** - Appoint District Officers in lieu of election on 11/8/16 for various districts where the number of persons filing a declaration of candidacy equals the number of positions to be filled – All Districts
- SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION - Pursuant to Government Code Section 54956.9(d)(4):  
Number of Cases: One Case
- SCS3. Deleted  
**County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):  
Name of Cases: Sierra Club, et al. v. City of Highland, et al., San Bernardino Superior Court Case Number CIVDS 1615347; and Greenspot Residents Association, et al. v. City of Highland, et al., San Bernardino Superior Court Case Number CIVDS 1615280
- SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION - Pursuant to Government Code Section 54956.9(d)(4):  
Number of Cases: One Case



Office of Supervisor Lisa A. Bartlett, 5<sup>th</sup> District  
Memorandum

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To: Clerk of the Board

From: Chairwoman Lisa Bartlett

Subject: Continuation Request: Agenda Item #1 November 22, 2016 Board Meeting

Date: 11/21/2016

A handwritten signature in black ink, appearing to be "LB", is written over the "From" field.

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We would like to please continue Item #1 in the November 22, 2016 Board Meeting until the January 10, 2017.

2016

2016 NOV 21 11:12:33

**LISA BARTLETT**  
Chairwoman, Board of Supervisors  
Supervisor, Fifth District



# Continuation or Deletion Request

**Date:** November 21, 2016  
**To:** Clerk of the Board of Supervisors  
**From:** Shane L. Silsby, Director, OC Public Works *Shane L. Silsby*  
**Re:** ASR Control #: 16-001120, Meeting Date 11/22/16 Agenda Item No. # 9  
**Subject:** Orange County Flood Control District Property Right of Entry and Use Agreements

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Request to continue Agenda Item No. # 9 to the 1/10/17 Board Meeting.

Comments: OC Public Works is continuing to answer questions for stakeholders regarding this subject and believe that the additional time will be beneficial.

Request deletion of Agenda Item No. # \_\_\_\_\_

Comments:

REC'D  
2016 NOV 21 PM 4:52  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF ORANGE, CALIFORNIA



# Continuation or Deletion Request

**Date:** November 7, 2016  
**To:** Clerk of the Board of Supervisors  
**From:** Frank Kim, County Executive Officer   
**Re:** ASR Control #: 16-001212, Meeting Date 11/22/16 Agenda Item No. **#12**  
**Subject:** **Amendment One to the Memorandum of Understanding Between the  
County and Court**

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Request to continue Agenda Item No. # \_\_\_\_\_ to the 1/24/17 Board Meeting.

Comments: The County Executive Office requests a continuance of this item to provide additional time for briefing and conferencing for the Court. .

Request deletion of Agenda Item No. # \_\_\_\_\_

Comments:

2016 NOV -7 PM 1:00

0121



# Revision to ASR and/or Attachments

**Date:** November 17, 2016  
**To:** Clerk of the Board of Supervisors  
**CC:** County Executive Office  
**From:** *Yona M. Cook* Sandra Hutchens, Sheriff-Coroner  
**Re:** *JDS* ASR Control #: 16-001168, Meeting Date 11/22/2016 Agenda Item No. #  
 16  
**Subject:** Amendment Eight to City of Yorba Linda Law Enforcement Services Agreement

RECEIVED  
 2016 NOV 18 AM 8:38

Explanation: Removing references to the elimination of the Crime Prevention Specialist position and adding one Office Specialist position as these changes were not made on the Quarterly Budget Adjustment Report.

Revised Recommended Action(s)

2. Approve the FY 2016-17 charges for law enforcement services to the City of Yorba Linda in an amount not to exceed \$9,830,522, reducing the charges by \$4,607 ~~to delete one Crime Prevention Specialist position and add one Office Specialist position~~, for the period December 9, 2016 through June 30, 2017, for a cumulative total contract amount of \$38,431,479.

Make modifications to the:

Subject       Background Information       Summary

Summary:

Approval of Amendment Eight to the Five-Year Agreement with the City of Yorba Linda will allow the Sheriff-Coroner ~~to delete one Crime Prevention Specialist position and add one Office Specialist position for the current year's contract~~, to continue to provide law enforcement services to maintain the safety and welfare of residents of Yorba Linda.

Background: (Second Paragraph Only)

November 17, 2016

The proposed Eighth Amendment to the agreement redefines the service level and costs for FY 2016-17 to delete one Crime Prevention Specialist position and add one Office Specialist position effective December 9, 2016. The total cost to the City of Yorba Linda for FY 2016-17 is \$9,830,552, a reduction of \$4,607.

#### Financial Impact Section

The City of Yorba Linda is responsible for 100% of the costs related to this amendment and agreement. ~~Adjustments to reconcile related appropriations and revenue to the FY 2016-17 Eighth Amendment will be requested as part of the Quarterly Budget Adjustment Report process.~~

#### Staffing Impact Section:

N/A

~~Position changes associated with this contract do not impact the number of total authorized positions for Sheriff-Coroner. Adjustments to reconcile positions to the FY 2016-17 Eighth Amendment will be requested as part of the Quarterly Budget Adjustment Report process. The changes reflected below are agreed upon modifications to staffing levels within the proposed agreement in comparison to prior years:~~

~~Eliminate: One Crime Prevention Specialist position~~

~~Add: One Office Specialist position~~

Revised Attachments (attach copy of revised attachment(s))



# Revision to ASR and/or Attachments

2016 NOV 21 PM 12:00

Date: November 21, 2016  
 To: Clerk of the Board of Supervisors  
 CC: County Executive Office  
 From: *Norma M. Cook* Sandra Hutchens, Sheriff-Coroner  
 Re: ASR Control #: 16-001168, Meeting Date 11/22/2016 Agenda Item No. #

16

**Subject:** Amendment Eight to City of Yorba Linda Law Enforcement Services Agreement

Explanation: This memo supersedes the November 17, 2016 revision memo. Corrects the FY 2016-17 Eighth Amendment Contract value and eliminates the request to delete one Crime Prevention Specialist position and addition of one Office Specialist position.

Revised Recommended Action(s)

2. Approve the FY 2016-17 charges for law enforcement services to the City of Yorba Linda in an amount not to exceed ~~\$9,830,522~~ \$9,830,552, reducing the charges by \$4,607 to delete one Crime Prevention Specialist position and add one Office Specialist position, for the period December 9, 2016 through June 30, 2017, for a cumulative total contract amount of \$38,431,479.

Make modifications to the:

Subject       Background Information       Summary

Financial Impact Section:

The City of Yorba Linda is responsible for 100% of the costs related to this amendment and agreement. ~~Adjustments to reconcile related appropriations and revenue to the FY 2016-17 Eighth Amendment will be requested as part of the Quarterly Budget Adjustment Report process.~~

Staffing Impact Section:

There are no requested position changes associated with Amendment Eight as the County Master Position Control was not adjusted during the 1<sup>st</sup> Quarter Budget Adjustment process to reconcile the requested positions for Amendment Seven as

November 21, 2016

the City requested changes to their service levels prior to the 1<sup>st</sup> Quarter Budget Adjustments. This aligns staffing with the current requested level for Amendment Eight.

~~Position changes associated with this contract do not impact the number of total authorized positions for Sheriff Coroner. Adjustments to reconcile positions to the FY 2016-17 Eighth Amendment will be requested as part of the Quarterly Budget Adjustment Report process. The changes reflected below are agreed upon modifications to staffing levels within the proposed agreement in comparison to prior years:~~

~~Eliminate: One Crime Prevention Specialist position~~

~~Add: One Office Specialist position~~

Revised Attachments (attach copy of revised attachment(s))



# AGENDA STAFF REPORT

Agenda Item

# 40

ASR Control 16-001109

**MEETING DATE:** 11/22/16  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** All Districts  
**SUBMITTING AGENCY/DEPARTMENT:** County Executive Office (Approved)  
**DEPARTMENT CONTACT PERSON(S):** Peter DeMarco (714) 834-5777  
 Cynthia Shintaku (714) 834-7086

**SUBJECT:** Grant Applications/Awards Report

<b>CEO CONCUR</b> Concur	<b>COUNTY COUNSEL REVIEW</b> No Legal Objection	<b>CLERK OF THE BOARD</b> Discussion 3 Votes Board Majority
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**Budgeted:** N/A                                      **Current Year Cost:** N/A                                      **Annual Cost:** N/A  
**Staffing Impact:** No                                      **# of Positions:**                                      **Sole Source:** N/A  
**Current Fiscal Year Revenue:** N/A  
**Funding Source:** N/A                                      **County Audit in last 3 years:** No

**Prior Board Action:** N/A

**RECOMMENDED ACTION(S):**

Approve grant applications/awards as proposed and other actions as recommended.

1. Approve Grant Application – OC Sheriff Department – 2015 Operation Stonegarden Grant Program Funds – \$50,086.
2. Approve Grant Application and Adopt Resolution – Health Care Agency – The Waste Tire Enforcement Grant – \$382,581.
3. Receive and File Grant Report

**SUMMARY:**

See the attached Grants Report.

**BACKGROUND INFORMATION:**

See the attached Grants Report.

**FINANCIAL IMPACT:**

N/A

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A - Grants Report

Attachment B - HCA-Resolution

RESOLUTION OF THE BOARD OF SUPERVISORS OF  
ORANGE COUNTY, CALIFORNIA

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, to administer various Grant Programs (grants) in furtherance of the state of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors authorizes the Health Care Agency Director or designee, on behalf of the County of Orange, to submit an application to CalRecycle for the Waste Tire Enforcement Grant 24th Cycle; and is hereby authorized and empowered to execute in the name of the County of Orange, all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective from the date of adoption and through the term of the Waste Tire Enforcement Grant 24th Cycle.



# Grants Report

**DRAFT**

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County Executive Office/Legislative Affairs

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November 22, 2016  
 Item No. 40  
 Vol. XLVII, No. 21

## County of Orange Report on Grant Applications/Awards

*The Grants Report is a condensed list of grant requests by County Agencies/Departments that allows the Board of Supervisors to discuss and approve grant submittals in one motion at a Board meeting. County policy dictates that the Board of Supervisors must approve all grant applications prior to submittal to the grantor. This applies to grants of all amounts, as well as to new grants and those that have been received by the County for many years as part of an ongoing grant. Receipt of grants \$50,000 or less is delegated to the County Executive Officer. Grant awards greater than \$50,000 must be presented to the Board of Supervisors for receipt of funds. This report allows for better tracking of county grant requests, the success rate of our grants, and monitoring of County's grants activities. It also serves to inform Orange County's Sacramento and Washington, D.C. advocates of County grant activities involving the State or Federal Governments.*

On November 22, 2016, the Board of Supervisors will consider the following actions:

### RECOMMENDED ACTIONS

Approve grant applications/awards as proposed and other actions as recommended.

### ACTION ITEMS

1. Approve Grant Application – OC Sheriff Department – 2015 Operation Stonegarden Grant Program Funds – \$50,086.
2. Approve Grant Application and Adopt Resolution – Health Care Agency – The Waste Tire Enforcement Grant – \$382,581.
3. Receive and File Grant Report

If you or your staff have any questions or require additional information on any of the items in this report, please contact Cynthia Shintaku at 714-834-7086

GRANT APPLICATION /  AWARD AUTHORIZATION FORM

<b>Today's Date:</b>	October 28, 2016		
<b>Requesting Agency/Department:</b>	Sheriff Department		
<b>Grant Name and Project Title:</b>	2015 Operation Stonegarden Grant Program Funds (Catalog of Federal Domestic Assistance [CFDA] number 97.067)		
<b>Sponsoring Organization/Grant Source:</b>	U. S. Department of Homeland Security		
<b>Amount Requested/ Awarded:</b>	\$50,086 (additional funds)		
<b>Application Due Date:</b>	Pending		
<b>Board Date when Board Approved this Application:*</b>	Pending for 11/22/16		
<b>Awarded Funding Amount:*</b>			
<b>Notification Date of Funding Award:*</b>			
<b>Is this an Authorized Retroactive Grant Application/Award?</b> (If yes, attach memo to CEO)			
<b>Does this grant require CEQA findings?</b>	No		
<b>What Type of Grant is this?</b>	Competitive <input type="checkbox"/>	Other Type <input checked="" type="checkbox"/>	Explain: Offered by federal government to previous recipients
<b>County Match?</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Amount: \$ or % Budgeted?
<b>Recurrence of Grant</b>	New <input type="checkbox"/>	Recurrent <input checked="" type="checkbox"/>	
Explain: Apply for an additional \$50,086 in 2015 Operation Stonegarden grant funds, as a sub-recipient of the grant award to the County of San Diego by the U.S. Department of Homeland Security through the California Governor's Office of Emergency Services.			
<b>Purpose of Grant Funds:</b>	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.		
<p>The U.S. Department of Homeland Security provides funding through the Homeland Security Grant Program/Operation Stonegarden (OPSG) to border states to enhance the capabilities of law enforcement agencies to secure our borders. The grant funding is intended to enhance cooperation and coordination between Federal, State and local law enforcement agencies in a joint mission to secure the United States borders along routes of ingress from international borders, including travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. OPSG grant funding supports these states in the following areas:</p> <ul style="list-style-type: none"> <li>- Increasing capability to prevent, protect against, and respond to border security issues</li> <li>- Encouraging local operational objectives and capabilities to enhance National and State Homeland Security Strategies</li> </ul>			

- Increasing coordination and collaboration among Federal, State, local and tribal law enforcement agencies
- Continuing the distinct capability enhancements required for border security and border protection
- Providing intelligence-based operations through Customs and Border Protection/Border Patrol (CBP/BP) Sector Level experts to ensure safety and operational oversight of Federal, State, local, and tribal law enforcement agencies participating in OPSG operational activities
- Continuing to increase operational, material and technological readiness of State, local and tribal law enforcement agencies

The California Governor's Office of Emergency Services (CalOES) is the State Administrative Agency for California and therefore is the eligible applicant for OPSG funding on behalf of County-level recipients. Since 2009, the Orange County Sheriff's Department has received OPSG funding as a sub-recipient of funds passed through the County of San Diego. Other sub-recipients of OPSG grant funding passed through the County of San Diego include the San Diego County Sheriff's Department, San Diego County Probation, several city police departments in San Diego County, the San Diego Unified Port District, the University of California San Diego, the Counties of Los Angeles, Monterey, San Luis Obispo, San Mateo, Santa Barbara, Santa Cruz and Ventura, and the California Highway Patrol and other state agencies. The grant funds are intended to be used to close a gap in human trafficking, drug smuggling, drug cartel and gang activity, and threat interdiction identified by Customs and Border Protection/Border Patrol (CBP/BP) and the San Diego County Sheriff's Department. As the San Diego Sheriff's County Department has increased its prevention and interdiction activities, criminal activity is perceived to be circumventing San Diego law enforcement by establishing alternative maritime or land-based routes, which potentially impact Orange County.

The Sheriff's Department has been receiving Operation Stonegarden Grant funding since 2010:

<b>Fiscal Year</b>	<b>Amount</b>
2010	\$828,799
2011	\$540,665
2012	\$283,567
2013	\$200,000
2014	\$200,000
2015	\$200,000*

\* This amount will increase to \$250, 086 if the additional funding is approved by the Board of Supervisors and San Diego County.

The Sheriff's Department intends to return to the Board to request approval on an agreement with the County of San Diego for the use of the OPSG funding.

<b><u>Board Resolution/Special Instructions</u></b>	Include requirement for a <b>Board Resolution</b> or <b>authorization to accept the grant award without further Board action</b> . Provide language for Resolution, and the name of <b>County Counsel staff who reviewed the language/ *or County Counsel who have reviewed other documents. Please specify.</b>
Resolution is not required for this grant.  County Counsel will review the agreement, which will be presented to the Board for approval with the request for acceptance of the funding.	
<b><u>Will the grant/program create new part or full-time positions?</u></b>	No
<b><u>Contact:</u></b>	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.  Yumi Leung, YLeung@ocsd.org, (714) 834-6674

GRANT APPLICATION /  AWARD AUTHORIZATION FORM

<b>Today's Date:</b>	11/15/16
<b>Requesting Agency/Department:</b>	Health Care Agency
<b>Grant Name and Project Title:</b>	The Waste Tire Enforcement Agreement – 24 <sup>th</sup> Cycle
<b>Sponsoring Organization/Grant Source:</b>	Department of Resources Recycling and Recovery (CalRecycle)
<b>Amount Requested/ Awarded:</b>	\$382,581
<b>Application Due Date:</b>	December 8, 2016
<b>Board Date when Board Approved this Application:*</b>	N/A
<b>Awarded Funding Amount:*</b>	N/A
<b>Notification Date of Funding Award:*</b>	
<b>Is this an Authorized Retroactive Grant Application/Award?</b> (If yes, attach memo to CEO) No	
<b>Does this grant require CEQA findings?</b> No	
<b>What Type of Grant is this?</b>	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: Mandatory
<b>County Match?</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Amount: \$ or % Budgeted?
<b>Recurrence of Grant</b>	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/>
Explain:	
<b><u>Purpose of Grant Funds:</u></b>	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
CalRecycle offers Tire Enforcement grants to local agencies to investigate illegal tire disposal activities, perform waste tire inspections, and assist operators toward adherence with all applicable laws and regulations. By implementing this program at the local level, HCA is providing onsite assistance and guidance to Orange County businesses to comply with State law.	
<b><u>Board Resolution/Special Instructions</u></b>	Include requirement for a Board Resolution or authorization to accept the grant award without further Board action. Provide language for Resolution, and the name of County Counsel staff who reviewed the language/ *or County Counsel who have reviewed other documents. Please specify.
The Department of Resources Recycling and Recovery (CalRecycle) requires a resolution to apply for this grant. County Counsel, James Harman, completed the review of the resolution (see attached).	
<b><u>Will the grant/program create new part or full-time positions?</u></b>	No
<b><u>Contact:</u></b> Trisha Ly (714) 834-6576	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

RESOLUTION OF THE BOARD OF SUPERVISORS OF  
ORANGE COUNTY, CALIFORNIA

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, to administer various Grant Programs (grants) in furtherance of the state of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors authorizes the Health Care Agency Director or designee, on behalf of the County of Orange, to submit an application to CalRecycle for the Waste Tire Enforcement Grant 24th Cycle; and is hereby authorized and empowered to execute in the name of the County of Orange, all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective from the date of adoption and through the term of the Waste Tire Enforcement Grant 24th Cycle.



# Revision to ASR and/or Attachments

**Date:** November 10, 2016  
**To:** Clerk of the Board of Supervisors  
**CC:** County Executive Office  
**From:** Scott D. Mayer, County Executive Officer *Scott D. Mayer*  
**Re:** ASR Control #: 16-001309, Meeting Date 11/22/16 Agenda Item No. # 43  
**Subject:** **Third Amendment to Lease 1240 S. State College for Social Services Agency**

2016 NOV 10 PM 4:55  
RECEIVED  
COUNTY OF ORANGE  
CLERK OF SUPERVISORS

Explanation: Revisions have been made to the following cost fields and Recommended Action #2 to include the total rent amount.

Current Year Cost:  
\$15,634.95 \$536,799.70

Annual Cost:  
FY 2017-18 ~~\$3,126.99~~ \$107,359.94

Revised Recommended Action(s)

2. Approve the Third Amendment to Lease Agreement between the Social Services Agency and MICK, LP, for office space at 1240 S. State College Boulevard in Anaheim in order to extend the lease term for six months through July 31, 2017, at ~~\$18,761.94~~ \$107,359.94 per month, for a total of \$644,159.64 with 3% monthly rent increase.

Make modifications to the:

Subject       Background Information       Summary

Revised Attachments (attach copy of revised attachment(s))



# Revision to ASR and/or Attachments

**Date:** November 9, 2016  
**To:** Clerk of the Board of Supervisors  
**CC:** County Executive Office  
**From:** Frank Kim, County Executive Officer  
**Re:** ASR Control #: 16-001416, Meeting Date 11/22/16 Agenda Item No. #  
 44  
**Subject:** **Approve Contract for Federal Legislative Advocacy Services**

RECEIVED  
 2016 NOV 10 AM 10:03  
 CLERK OF THE BOARD OF SUPERVISORS  
 COUNTY OF ORANGE  
 CALIFORNIA

Explanation: Corrections have been made to the following cost fields and recommended action.

Current Year Cost:  
~~\$257,000~~ \$128,500

Annual Cost:  
 FY 2017-18 \$257,000  
 FY 2018-19 \$257,000  
 FY 2019-20 ~~\$257,000~~ \$128,500  
 FY 2010-21 ~~\$257,000~~

Revised Recommended Action(s)

Authorize the County Purchasing Agent or authorized Deputy to execute Contract with Potomac Partners DC to provide Federal Legislative Advocacy Services for a three-year period commencing on January 1, 2017, through December 31, 2019, in the amount of ~~\$771,000~~ and renewable for ~~two additional years~~ two one-year terms with Board of Supervisors approval for a total of ~~\$1,285,000~~.

Make modifications to the:

Subject       Background Information       Summary

Revised Attachments (attach copy of revised attachment(s))



County Executive Office  
Memorandum

S49A

November 16, 2016

To: Clerk of the Board of Supervisors  
From: Frank Kim, County Executive Officer  
Subject: Exception to Rule 21

NOV 17 11:11 AM '16

The County Executive Office is requesting a supplemental for the November 22, 2016, Board Hearing Meeting.

Agency: OC Community Resources  
Subject: Approve Amendment to Agreement with Mercy House and Armory License  
Districts: 1, 4

**Reason for supplemental:** On November 8, 2016, the California Military Department sent OC Community Resources revised Licenses for FY 2016-17 in a new format with substantial revisions to the prior year Licenses. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors  
County Executive Office  
County Counsel



SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

Agenda Item 549A
Clerk's Use Only

MEETING DATE: 11/22/16
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 1, 4
SUBMITTING AGENCY/DEPARTMENT: OC Community Resources
DEPARTMENT HEAD REVIEW: [Signature]
DEPARTMENT CONTACT PERSON(S): Julia Bidwell (714) 480-2991
Kelly Lupro (714) 480-2744

SUBJECT: Approve Amendment to Agreement with Mercy House and Armory License

CEO CONCUR [Signature]
COUNTY COUNSEL REVIEW Approved as to Form Action
Clerk of the Board Discussion
3 Votes Board Majority

Budgeted: N/A Current Year Cost: N/A Annual Cost: N/A
Staffing Impact: No # of Positions: Sole Source: N/A
Current Fiscal Year Revenue: N/A
Funding Source: N/A County Audit in last 3 years No

Prior Board Action: 11/08/2016 #23, 05/10/2016 #64

RECOMMENDED ACTION(S)

- 1. Approve and authorize the OC Community Resources Director or designee to execute License To Use State Military Property for Santa Ana and Fullerton Armory facilities with the California Military Department for FY 2016-17 in the form of Attachment A.
2. Approve and authorize the OC Community Resources Director or designee to execute the Second Amendment to the Agreement with Mercy House Living Centers, Inc. for the period of July 1, 2016, through June 30, 2017, to include amended License to Use State Military Property.
3. Authorize the OC Community Resources Director or designee to make any non-material changes to the License to Use Military Property as may be required by the California Military Department in order to implement the Armory Emergency Shelter Program.

SUMMARY:

Approval of the Second Amendment to the FY 2016-17 Agreement with Mercy House Living Centers, Inc. and the License to Use State Military Property with the California Military Department will support the implementation of the Armory Emergency Shelter Program to shelter homeless individuals and families at the Santa Ana and Fullerton Armory facilities.

**BACKGROUND INFORMATION:**

On May 10, 2016, the Board of Supervisors approved the funding allocation, model contracts and form License to Use State Military Facility (License) for the implementation of the FY 2016-17 Armory Emergency Shelter Program at the Santa Ana and Fullerton Armory facilities in an amount not to exceed \$170,190. The License approved by the Board was based on the prior year's License Agreements. The License Agreements are routinely required and executed by the County for use of the Armory facilities.

On November 8, 2016, the Board approved the first Amendment to the Agreement with Mercy House Living Centers, Inc. to add an additional \$375,000 of County funds to the contract resulting in an additional 51 operational days of the Armory facilities. The original Agreement with Mercy House Living Center's Inc. contains subcontractors. See Attachment B for Contract Summary Form.

On November 8, 2016, the California Military Department sent OC Community Resources revised Licenses for FY 2016-17 in a new format with substantial revisions to the prior year Licenses. The major revisions include new insurance requirements, termination clause, change to operating hours and presence of lead disclosure. The Second Amendment replaces the previous License with the revised Licenses as Attachment H-1 to the Mercy House Living Centers, Inc. Agreement (Attachment A).

The revised Licenses contain language requiring the County to provide self-insurance indemnifying the State from liability and claims in order to use the Armory facilities for the Armory Emergency Shelter Program. This language has been reviewed by Risk Management and deemed acceptable.

OC Community Resources is requesting approval and authorization to execute the Second Amendment to the FY 2016-17 Agreement with Mercy House Living Centers, Inc. and Licenses to Use State Military Property for the Santa Ana and Fullerton Armory facilities in order to implement the FY 2016-17 Armory Emergency Shelter Program.

**FINANCIAL IMPACT:**

The funds for the Licenses were previously approved by the Board to be paid from the FY 2016-17 Agreement with Mercy House Living Centers, Inc.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A - Second Amendment to Agreement with Mercy House Living Centers, Inc. which includes License to Use State Military Property - Santa Ana and License to Use State Military Property - Fullerton

Attachment B - Contract Summary Form

Attachment C - Risk Assessment Form



**SECOND AMENDMENT  
TO CONTRACT #16-23-0015-PS**

**BETWEEN THE  
COUNTY OF ORANGE**

**AND**

**MERCY HOUSE LIVING CENTERS, INC.**

**FOR**

**THE PROVISION OF COMMUNITY DEVELOPMENT BLOCK GRANT (14.128),  
EMERGENCY SOLUTIONS GRANT (14.231) AND/OR LOCAL FUNDS  
PUBLIC SERVICES  
ARMORY EMERGENCY SHELTER PROGRAM**

This AMENDMENT to Contract #16-23-0015-PS, hereinafter referred to as "Second Amendment," is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY," and Mercy House Living Centers, Inc., DUNS #87-979-7165, a non-profit corporation, in the State of California with a place of business at P.O. Box 1905, Santa Ana, CA 92702, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

**RECITALS:**

**WHEREAS**, COUNTY and SUBRECIPIENT entered into Contract Number 16-23-0015-PS (hereinafter referred to as "Original Contract"), for the provision of Public Services activities commencing July 1, 2016 and terminating June 30, 2017 in the amount of \$1,284,914.00; and

**WHEREAS**, in November 2016, COUNTY and SUBRECIPIENT executed the First Amendment to Contract Number 16-23-0015-PS, by adding \$375,000.00 for a new maximum obligation of \$1,659,914.00 for the provision of Public Services activities commencing July 1, 2016 and terminating June 30, 2017; and

**WHEREAS**, SUBRECIPIENT is performing satisfactory as required by the CONTRACT; and

**WHEREAS**, the PARTIES now desire to amend Attachment H; and

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree as follows:

**ARTICLES:**

1. Attachment H - Template License to Use State Military Facility shall be amended in its entirety to read as follows, see Attachment H-1 below.
2. Except as otherwise expressly set forth herein, all terms and conditions contained in the ORIGINAL CONTRACT, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto have executed this First Amendment on the dates with their respective signatures:

**\*MERCY HOUSE LIVING CENTERS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

\*\*\*\*\*

**COUNTY OF ORANGE**

A Political Subdivision of the State of California

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Steve Franks, Director  
OC Community Resources

**APPROVED AS TO FORM**

**COUNTY COUNSEL**

By: Carolyn J. Frost  
**Deputy County Counsel**

Date: 11/15/16



LICENSE NUMBER	00252
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

THE COUNTY OF ORANGE

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 15th day of November, 2016, by and between the California Military Department (CMD), hereinafter called STATE, and the County of Orange, 1300 S. Grand Ave, Santa Ana, CA 92705, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" and collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Fullerton Armory located at 400 South Brookhurst Road, Fullerton, CA 92633, hereinafter called PREMISES identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, it is consistent with California Government Code sections 15301-301.6 that STATE shall support programs to provide winter shelter for homeless California citizens; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

GENERAL PROVISIONS

I.

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA  
By Caroleen S. Ernst  
Deputy  
Date 11/16/16

2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.
3. PREMISES will not be available for use during drill periods: 2-6 Nov 2016; 2-4 Dec 2016; 10-15 Jan 2017; 7-12 Feb 2017; 28 Feb – 5 Mar 2017; 13-15 Apr 2017.
4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic and which pertains to the use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities.
9. LICENSEE shall have use of the Drill Floor, Latrines, Showers, Fire Marshal approved Kitchens, and parking areas for placement of storage containers (IF REQUIRED).
10. LICENSEE agrees to clean PREMISES and remove all litter, trash, cans, bottles, etc. from the surrounding landscaped areas. LICENSEE shall also provide janitorial service for the restrooms, showers, and drill floor by a licensed contractor or qualified (city/county) civil service employee to ensure PREMISES is cleaned and sanitized according to the standards set forth in **Exhibit "C"**, consisting of one (1) page, and by this reference made a part hereof.
11. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees or agents and all losses shall be reported to STATE immediately upon discovery.
12. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or other part of PREMISES nor change in any manner or move any fixture on PREMISES or make any alterations or changes to PREMISES without prior written consent of the Readiness Center Commander.
13. Upon completion of use, LICENSEE shall remove all decorations, display, signs or equipment on PREMISES.
14. Upon expiration of this license, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof and Acts of God excepted.
15. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor

shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, and then only in a controlled area under LICENSEE supervision.

16. LICENSEE acknowledges PREMISES may not be fully ADA compliant, and furthermore, agrees to provide all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

**AUTHORIZED ACTIVITIES**

1. LICENSEE, in accordance with Section 15301-15301.6 of the California Government Codes, and to prevent the "loss of life" of homeless persons during winter weather conditions, is responsible for Emergency Shelter Operations, but may provide on-site management through a non-profit organization.
2. The armory will be available for Winter Shelter Program use between the hours of 5:30 p.m. through 7:30 a.m. unless otherwise agreed, EXCEPT during any period an organization of the State Militia or of the Armed Forces of the United States is conducting drills or other military training or activity at the armory (or during any period the armories have been designated by the Governor or the Adjutant General for use appropriate to a condition of emergency).
3. LICENSEE shall provide easily identifiable uniformed security personnel with a current and valid security guard card who will be on the premises of the armory one hour before the shelter opens until one hour after lights-out in the evening. The security officer shall have access to a telephone, provided by LICENSEE, for calling the appropriate law enforcement agency, should it become necessary. LICENSEE assumes all responsibility for protection of patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the Facilities and Infrastructure Department (J-9) or the Winter Shelter Program Manager before leaving the PREMISES.
4. Any damage discovered on PREMISES will be inspected by representatives of STATE (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs).
5. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator. With appropriate prior approval, LICENSEE will deliver necessary services using state-approved materials, while closely coordinating/collaborating with STATE'S Area Coordinator.
6. LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES Winter Shelter Program use within thirty (30) days of being presented a demand (invoice) for payment.
7. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.
8. LICENSEE shall take whatever steps necessary to ensure that clients of the shelter are not on the premises or, in the immediate vicinity of the armory outside of the hours of shelter operation. If at any time the National Guard is dissatisfied

- with the efforts of the County/City and/or its representative Agency, in this regard, the County/City and/or its representative Agency shall meet with the State of California, Military Department to explore additional steps to comply with this condition; which may include busing of clients from other location to and from the armory.
9. LICENSEE shall supply sanitary items and paper products necessary for the operation of the Emergency Shelter Program, to include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towel, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
  10. Pets of clients occupying PREMISES or participating in services provided by the Shelter Program are prohibited, with the exception of registered service animals with current documentation.
  11. LICENSEE shall ensure that shelter clients demonstrate valid vehicle registration and insurance to be allowed to park their vehicle in PREMISES parking area.

**III.**

**NOTIFICATION**

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

County of Orange  
Housing and Community Development/Homeless Prevention  
Attn: Kelly Lupro  
1300 S. Grand Avenue, Bldg. B  
Santa Ana, CA 92705  
(714) 480-2744

To STATE:

California Military Department  
9800 Goethe Road, Box 18  
Sacramento, CA 95826  
(916) 854-3788

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

**INSURANCE REQUIREMENTS**

1. LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:
  - Combined single limit liability of \$2,000,000, or
  - Special event coverage with a limit of \$2,000,000, and
  - A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.
2. STATE is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LICENSEE or property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever while in, upon, or in any way connected with PREMISES during the term of this license or any occupancy hereunder, except those arising out of the sole negligence of the STATE.
3. LICENSEE agrees to indemnify and defend STATE in the event if any claim, demand, cause of action, judgments, obligations or liabilities, and all reasonable litigation and attorney's expenses which said party may suffer as a direct and proximate result of the violations of any law, breach of any terms of AGREEMENT, negligence or other wrongful act by a party to this license or such party's employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its employees.

V.

**FEES**

1. The basic use fee is Five Hundred Forty Dollars (**\$540**) for each daily use period; personnel and utility costs included.
2. Each daily use period is fourteen (14) hours; 5:30 PM to 7:30 AM.
3. The total number of use periods for which an armory was committed to program use will be tabulated monthly.
4. The number of use periods will be multiplied by \$540 to establish the total fee to be remitted to the STATE.
5. Extraordinary utility costs will be assessed LICENSEE on an as-incurred basis and included as a surcharge in invoices from STATE.
6. Payment for armory use is due and payable the first business day of each following month and is considered delinquent after the fifteenth (15<sup>th</sup>) of the month.
7. LICENSEE's check will display STATE'S License number as shown on Page 1 of this document and be made payable to the California Military Department. Payment will be remitted to the address in Section III - Notification, and LICENSEE shall not require receipt of an invoice before issuance of payment

due.

**VI. TERM**

License shall take effect no earlier than November 1, 2016 or upon execution by STATE, whichever is later, and shall expire April 15, 2017.

**VII. AMENDMENT AND TERMINATION**

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days written notification to the other party at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

**VIII. ENTIRE AGREEMENT**

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

**IX. DURATION & RENEWAL**

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

**X. RIGHT TO ENTER**

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

**XI. ENVIRONMENTAL LAWS AND REGULATIONS**

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.

2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

**XII.**

**DEFAULT**

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE'S expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

**XIII.**

**PRESENCE OF LEAD**

STATE lead exposure standards for industrial occupancies, like an armory use, are not more than ( $\leq$ ) 200 microns/square foot. The Army National Guard (ANG) has adopted a more strict safe limit for lead exposure of  $\leq$  40 microns/square foot. STATE has accepted the more stringent ANG standard and has surveyed PREMISES for lead, the results of which are contained in **Exhibit "E"**, attached hereto and by this reference made a part hereof. Study results demonstrate the PREMISES complies with existing state environmental requirements for lead exposure in an industrial setting, but it also identifies a small number of areas where remediation is required to achieve the new ANG standard. As a result of this finding, the armory is unsuitable for occupancy by children and its use is therefor so restricted by this reference.

**CONCURRENCE**

\_\_\_\_\_  
INSTALLATION COMMANDER

\_\_\_\_\_  
COUNTY OF ORANGE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
FOR THE ADJUTANT GENERAL

DATE: \_\_\_\_\_



## EXHIBIT B

### ARMORY LOCATION/ PREMISES



## EXHIBIT C

### JANITORIAL AND CUSTODIAL SERVICES

LICENSEE, at LICENSEE's sole cost and expense, shall furnish the following commercial janitorial services and supplies to PREMISES during the term of this LICENSE:

- A. Trash disposal,
- B. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dirt, litter, grime, stains, etc., to the greatest practical degree possible, by performing at least the following:
  - (1) Empty and clean all trash containers, and dispose of all trash and rubbish.
  - (2) Clean and maintain in a sanitary and odor-free condition all floors, basins, toilet bowls, and urinals.
  - (3) Furnish and replenish all latrine toilet supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins). Furnish and replenish paper towel supply in all areas of the leased space.
  - (4) Sweep or dust mop all hard surface floors or carpeted areas, including stairways and halls. Offices with hard surface floors in the public lobby area shall be damp-mopped daily.
  - (5) Wash latrine mirrors, remove finger marks and smudges from all glass entrance doors.
  - (6) Specifically check and remove spots and/or spills from the floors, carpets, or stairways as needed, but not less frequently than the end of each occupancy period.
  - (7) Following the last day of use, PREMISES shall be deep cleaned, which includes the following:
    - a. The assembly hall shall be waxed and buffed to a high shine
    - b. The hallways shall be waxed to a high shine
    - c. The bathrooms shall be steam cleaned and disinfected to the highest degree removing stains and mold in grout and other discoloration and build up in showers and tiled areas.
    - d. If kitchen is used in any way, wipe down and disinfect kitchen area to include cleaning of all stainless steel counters and appliances.

## EXHIBIT D

### CERTIFICATE OF SELF INSURANCE

## EXHIBIT E

LEAD SURVEY

(SEE FOLLOWING PAGES)



DEPARTMENT OF THE ARMY AND AIRFORCE  
NATIONAL GUARD BUREAU  
INDUSTRIAL HYGIENE SOUTHWEST  
10510 Superfortress Ave, Ste. C  
Mather, CA 95655

ARNG-CSG-P

23 SEP 2016

**MEMORANDUM THRU** California Army National Guard, Occupational Health Manager (OHM),  
ATTN: Marianne Anderson, 9800 Goethe Road, Sacramento, 95827

**THRU** California Army National Guard, Facility Maintenance Office (FMO), ATTN: LTC Craig  
Sandman, 9800 Goethe Road, Sacramento, 95827

**FOR** Commander, Company A, 1-160 Infantry, (UIC WPCMA0), Fullerton Armory, 400 South  
Brookhurst Road, Fullerton, CA 92833

**SUBJECT:** Executive Summary for Industrial Hygiene Annual Wipe Sampling for Company A, 1-  
160 Infantry, (UIC WPCMA0), Fullerton Armory, 400 South Brookhurst Road, Fullerton, CA  
92833, conducted on 31 AUG 2016

**1. References.**

- a. ARNG-CSG All States Memorandum, SUBJECT: Possible Lead Dust Hazard in Army National Guard (ARNG) Readiness Centers, dated 23 September 2015.
- b. DODI 6055.01 Appendix to Enclosure 4, Implementing Guidance for Controlling Surface Contamination in Operations using Lead, Hexavalent Chromium, and Cadmium, dated 14 OCT 2014
- c. Army National Guard (ARNG), Industrial Hygiene Sampling Guide for Surface Lead in Readiness Centers (RC), dated 27 OCT 2015.
- d. Conducting Industrial Hygienist Data, attached.

**2. General.**

- a. At the request of the NGB Industrial Hygiene, Southwest (IHSW) Region, a limited sampling to identify possible lead surface contamination for your facility on 31 AUG 2016.
- b. Use of trademark names in the attached data, or this Executive Summary, does not imply Army National Guard endorsement of any product.
- c. The purpose of this industrial hygiene site visit is to assist with the state, and your, responsibility to conduct annual lead surface wipe sampling within ARNG Readiness Centers (RCs)/Armories to determine and identify contributing factors of lead dust within the facility.

As noted from previous site visits, weapons cleaning (i.e. personal, crew served and artillery pieces) and vehicle maintenance, have resulted with lead dust deposits in many facilities. In cases such as these, an effective housekeeping program can remove the lead dust. In order to provide a higher level of protection for our Soldiers, their families, and the general public, the following site visit was conducted.

The following data will inform you of the effectiveness of your housekeeping program and determine relative risk for your facility.

### **3. Observations / Recommendations.**

a. The analysis results received for the samples collected indicate the following, checked as applicable:

(1)  Areas noted within the attached Sample Field Data Sheet, sample locations noted on facility floor plan, and the attached laboratory analysis results indicate surface lead particulate either exceeds the 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) or 200  $\mu\text{g}/\text{ft}^2$  ARNG standard and require cleaning and/or reevaluation. **(RAC 2, as applicable for non-ARNG personnel)**

(a) Recommend treating/cleaning areas noted within attached data to below 40  $\mu\text{g}/\text{ft}^2$  or 200  $\mu\text{g}/\text{ft}^2$  IAW space and occupancy type. This should include reevaluation.

(b) IHSW further recommends the actions listed within paragraph 3.a.(4), this memorandum.

(c) IHSW recommends continued cleaning within the administrative offices, kitchen, and communal areas to maintain lead particulate concentrations as free as practical and below the ARNG standard of 40  $\mu\text{g}/\text{ft}^2$ . Utilize the enclosed Clean-up SOP as a guide to assist with the prevention efforts. Ensure personnel clean-up area(s) and tables after weapons cleaning activities. Tables used for weapons cleaning should be marked, "For Weapons Cleaning Only," when utilized as such. (DODI 6055.01 Appendix to Enclosure 4, date 14 OCT 2014)

(2)  Areas noted within the attached Sample Field Data Sheet, sample locations noted on facility floor plan, and the attached laboratory analysis results indicate surface lead particulate are below the 40  $\mu\text{g}/\text{ft}^2$  and 200  $\mu\text{g}/\text{ft}^2$ , for the areas sampled. **(RAC NOT ASSIGNED)**

(a) Although below the 40  $\mu\text{g}/\text{ft}^2$  and 200  $\mu\text{g}/\text{ft}^2$  threshold, IHSW recommends continued cleaning within the administrative offices, kitchen, and communal areas to maintain lead particulate concentrations as free as practical and below the ARNG standard of 40  $\mu\text{g}/\text{ft}^2$ . Utilize the enclosed Clean-up SOP as a guide to assist with the prevention efforts. Ensure personnel clean-up area(s) and tables after weapons cleaning activities. Tables used for

weapons cleaning should be marked, "For Weapons Cleaning Only," when utilized as such. (DODI 6055.01 Appendix to Enclosure 4, date 14 OCT 2014)

(b) IHSW further recommends the actions listed within paragraph 3.a.(4), this memorandum.

(3)  Areas noted within the attached Sample Field Data Sheet, sample locations noted on facility floor plan, and the attached laboratory analysis results indicate surface lead particulate are below the 40  $\mu\text{g}/\text{ft}^2$ , 200  $\mu\text{g}/\text{ft}^2$ , and are also below the Limit of Detection (LOD)/Below Reporting Limit (BRL) for the areas sampled. **(RAC NOT ASSIGNED)**

(4) Although the analysis results are returned below the ARNG recommendations, other regulatory requirements are required as it relates to lead.

(a) Occupant Notifications. Recommend the State ARNG make appropriate notifications to all occupants outlining the potential hazards, measures persons must take to ensure their health, and to outline the State ARNG's plan to remediate (abate), if necessary, the elevated lead levels within the facility as required by Federal, State, and local laws, regulations, and requirements. At the minimum, the following occupancy groups should be included within the notifications: AGR, IDT personnel, state employees, contract employees, youth program personnel, and all civilians. Note, the attached report may provide co-tenant organizations for inclusion of notifications. Documentation of notifications should be maintained by the facility command for future reference. (Reference 29 CFR 1910.1025 as a resource guide)

(b) Medical Surveillance. Recommend the State Occupational Health, or Medical Service Corp, determine the medical surveillance requirements based on occupancy type and occupancy responsibilities, i.e. administrative personnel, state maintenance workers, contract personnel, civilian population, and personnel who may maintain or support IFR operations.

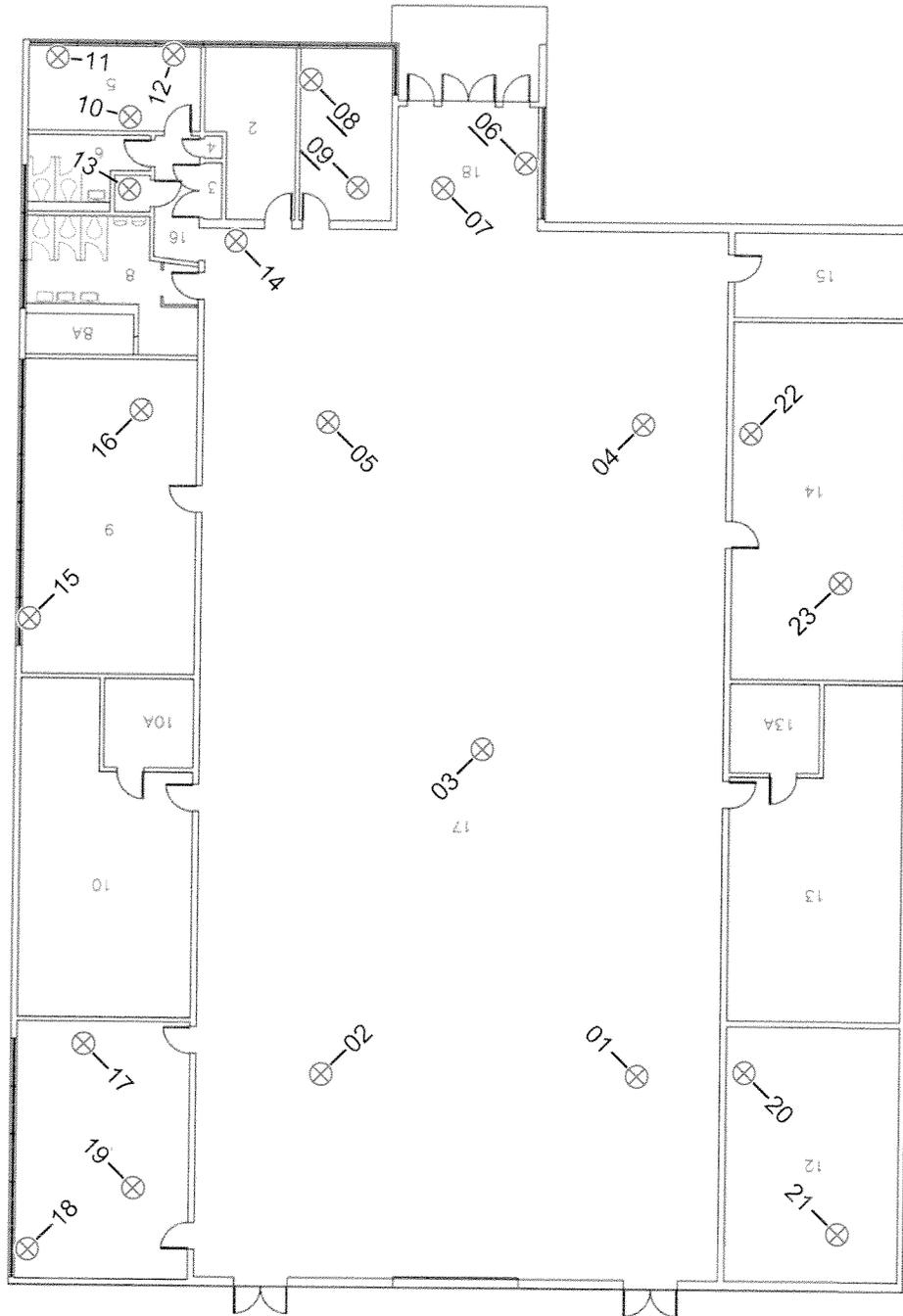
4. For additional information please contact the NGB-IHSW office at (916) 854-1491 or via email at [ronald.w.faulf.mil@mail.mil](mailto:ronald.w.faulf.mil@mail.mil).

////////s////////  
RON W. FAULL  
NGB, IHSW, CIV  
Regional Industrial  
Hygienist

**Attachments:**

1. Sample Field Data Sheet
2. Drawing - Facility Floor Plan with Lead Wipe Sample Locations
3. Laboratory Report
4. Notes, as applicable

State: California	RC Location: Fullerton Armory	Date: August 31, 2016	
Sampling Performed By:	Scott Nordstrom		
Status of IFR at this RC:	None		
Sample ID Number	Room/Area	Surface	Result $\mu\text{g}/\text{ft}^2$
CA - FULL - 01	SE Drill Hall	Floor - Bare Concrete	76
CA - FULL - 02	SW Drill Hall	Floor - Bare Concrete	70
CA - FULL - 03	Center Drill Hall	Floor - Bare Concrete	120
CA - FULL - 04	NE Drill Hall	Floor - Bare Concrete	38
CA - FULL - 05	NW Drill Hall	Floor - Bare Concrete	66
CA - FULL - 06	Foyer	Window Sill - Painted Conc.	650
CA - FULL - 07	Foyer	Floor - Bare Concrete	36
CA - FULL - 08	Office	Top of Wall Heater - Metal	690
CA - FULL - 09	Office	Floor - Floor Tile	25
CA - FULL - 10	Kitchen	Counter Top - Steel	<12
CA - FULL - 11	Kitchen	Refrigerator - Metal	1,300
CA - FULL - 12	Kitchen	Window Sill - Painted Metal	1,200
CA - FULL - 13	Mechanical Room	Top of Water Heater	300
CA - FULL - 14	Drill Hall	Electrical Panel Box - Metal	800
CA - FULL - 15	Recruiter's Office	Window Sill - Painted Metal	58,000
CA - FULL - 16	Recruiter's Office	Desk - Wood	<12
CA - FULL - 17	Publications Room	Book Case - Wood	560
CA - FULL - 18	Room 11	Window Sill - Painted Conc.	2,100
CA - FULL - 19	Room 11	Floor - Floor Tile	170
CA - FULL - 20	1st PLT Room	Desk - Formica	28
CA - FULL - 21	2nd PLT Room	Floor - Floor Tile	140
CA - FULL - 22	Room 14	Desk - Formica	13
CA - FULL - 23	Room 14	Floor - Floor Tile	33
CA - FULL - 24	Blank		<12
CA - FULL - 25	Blank		<12



**LEGEND:**

⊗-XX SAMPLE LOCATION (CA-FULL-XX)

APPROXIMATE  
SCALE: 1" = 20'



Project Mng:	SRN	Project No:	61167566
Drawn By:	KLJ	Scale:	AS SHOWN
Checked By:	SRN	File No:	61167566.DWG
Approved By:	SRN	Date:	September 19, 2016

**Terracon**  
Consulting Engineers and Scientists

4685 South Ash Avenue, Suite H-4 Tempe, AZ 85282  
PH: (480) 897-8200 FAX: (480) 897-1133

LOCATION OF LEAD WIPE SAMPLES  
CALIFORNIA ARMY NATIONAL GUARD  
Fullerton Armory  
400 SOUTH BROOKHURST ROAD  
FULLERTON, CALIFORNIA 92833

EXHIBIT
1



# ANALYTICAL REPORT

Attachment A  
Attachment H-1

Report Date: September 21, 2016

Scott Nordstrom  
Terracon  
640 East Wilmington Avenue  
Salt Lake City, UT 84106

Phone: (801) 466-9069  
Fax: (801) 466-9616  
E-mail: nordstrom@ihi-env.com

Workorder: **34-1624746**

Client Project ID: CA Fullerton Armory  
Purchase Order: 61167566  
Project Manager: Paul Pope

## Analytical Results

Sample ID: <b>CA-FULL-01</b>		Collected: 08/31/2016	
Lab ID: 1624746001		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	8.1	76	1.3

Sample ID: <b>CA-FULL-02</b>		Collected: 08/31/2016	
Lab ID: 1624746002		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	7.5	70	1.3

Sample ID: <b>CA-FULL-03</b>		Collected: 08/31/2016	
Lab ID: 1624746003		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	13	120	1.3

Sample ID: <b>CA-FULL-04</b>		Collected: 08/31/2016	
Lab ID: 1624746004		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	4.1	38	1.3

ADDRESS 960 West LeVoy Drive, Salt Lake City, Utah, 84123 USA PHONE +1 801 266 7700 FAX +1 801 268 9992  
ALS GROUP USA, CORP. An ALS Limited Company

[www.alsglobal.com](http://www.alsglobal.com)

RIGHT SOLUTIONS



**ANALYTICAL REPORT**

Workorder: **34-1624746**  
 Client Project ID: CA Fullerton Armory  
 Purchase Order: 61167566  
 Project Manager: Paul Pope

**Analytical Results**

Sample ID: <b>CA-FULL-05</b>		Collected: 08/31/2016	
Lab ID: 1624746005		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	Prepared: 09/19/2016
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	Analyzed: 09/20/2016
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	7.2	66	1.3

Sample ID: <b>CA-FULL-06</b>		Collected: 08/31/2016	
Lab ID: 1624746006		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	Prepared: 09/19/2016
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	Analyzed: 09/20/2016
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	70	650	1.3

Sample ID: <b>CA-FULL-07</b>		Collected: 08/31/2016	
Lab ID: 1624746007		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	Prepared: 09/19/2016
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	Analyzed: 09/20/2016
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	3.8	36	1.3

Sample ID: <b>CA-FULL-08</b>		Collected: 08/31/2016	
Lab ID: 1624746008		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	Prepared: 09/19/2016
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	Analyzed: 09/20/2016
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	75	690	1.3

Sample ID: <b>CA-FULL-09</b>		Collected: 08/31/2016	
Lab ID: 1624746009		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	Prepared: 09/19/2016
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	Analyzed: 09/20/2016
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	2.7	25	1.3



### ANALYTICAL REPORT

Workorder: **34-1624746**

Client Project ID: CA Fullerton Armory

Purchase Order: 61167566

Project Manager: Paul Pope

#### Analytical Results

Sample ID: <b>CA-FULL-10</b>		Collected: 08/31/2016	
Lab ID: 1624746010		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	<1.3	<12	1.3

Sample ID: <b>CA-FULL-11</b>		Collected: 08/31/2016	
Lab ID: 1624746011		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	140	1300	1.3

Sample ID: <b>CA-FULL-12</b>		Collected: 08/31/2016	
Lab ID: 1624746012		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	120	1200	1.3

Sample ID: <b>CA-FULL-13</b>		Collected: 08/31/2016	
Lab ID: 1624746013		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	32	300	1.3

Sample ID: <b>CA-FULL-14</b>		Collected: 08/31/2016	
Lab ID: 1624746014		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	86	800	1.3



**ANALYTICAL REPORT**

Workorder: **34-1624746**  
 Client Project ID: CA Fullerton Armory  
 Purchase Order: 61167566  
 Project Manager: Paul Pope

**Analytical Results**

Sample ID: <b>CA-FULL-15</b>		Collected: 08/31/2016	
Lab ID: 1624746015		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	6200	58000	6.3

Sample ID: <b>CA-FULL-16</b>		Collected: 08/31/2016	
Lab ID: 1624746016		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	<1.3	<12	1.3

Sample ID: <b>CA-FULL-17</b>		Collected: 08/31/2016	
Lab ID: 1624746017		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	60	560	1.3

Sample ID: <b>CA-FULL-18</b>		Collected: 08/31/2016	
Lab ID: 1624746018		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	220	2100	1.3

Sample ID: <b>CA-FULL-19</b>		Collected: 08/31/2016	
Lab ID: 1624746019		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	18	170	1.3



**ANALYTICAL REPORT**

Workorder: **34-1624746**  
 Client Project ID: CA Fullerton Armory  
 Purchase Order: 61167566  
 Project Manager: Paul Pope

**Analytical Results**

Sample ID: <b>CA-FULL-20</b>		Collected: 08/31/2016	
Lab ID: 1624746020		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	3.1	28	1.3

Sample ID: <b>CA-FULL-21</b>		Collected: 08/31/2016	
Lab ID: 1624746021		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	15	140	1.3

Sample ID: <b>CA-FULL-22</b>		Collected: 08/31/2016	
Lab ID: 1624746022		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	1.4	13	1.3

Sample ID: <b>CA-FULL-23</b>		Collected: 08/31/2016	
Lab ID: 1624746023		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	3.6	33	1.3

Sample ID: <b>CA-FULL-24</b>		Collected: 08/31/2016	
Lab ID: 1624746024		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	
		Prepared: 09/19/2016	
		Analyzed: 09/20/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	<1.3	<12	1.3



**ANALYTICAL REPORT**

Workorder: **34-1624746**  
 Client Project ID: CA Fullerton Armory  
 Purchase Order: 61167566  
 Project Manager: Paul Pope

**Analytical Results**

Sample ID: <b>CA-FULL-25</b>		Collected: 08/31/2016	
Lab ID: 1624746025		Received: 09/03/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	Prepared: 09/19/2016
		Sampling Parameter: <b>Area 100 cm<sup>2</sup></b>	Analyzed: 09/20/2016
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	<1.3	<12	1.3

**Comments**

**Sample: 1624746015**

The lead result for this sample is reported from 5X dilution data in order to obtain an instrument result within the linear range for lead. The reporting limit has been raised by the dilution factor.

**Report Authorization** (/S/ is an electronic signature that complies with 21 CFR Part 11)

Method	Analyst	Peer Review
NIOSH 7300, Ghost Wipe	/S/ Lauren Jones 09/21/2016 08:48	/S/ Peter P. Steen 09/21/2016 09:19
NIOSH 7300, Ghost Wipe	/S/ Peter P. Steen 09/21/2016 08:46	/S/ Lauren Jones 09/21/2016 15:36

**Laboratory Contact Information**

ALS Environmental  
 960 W Levoy Drive  
 Salt Lake City, Utah 84123

Phone: (801) 266-7700  
 Email: alsit.lab@ALSGlobal.com  
 Web: www.alssl.com



**ANALYTICAL REPORT**

Workorder: **34-1624746**  
 Client Project ID: CA Fullerton Armory  
 Purchase Order: 61167566  
 Project Manager: Paul Pope

**General Lab Comments**

The results provided in this report relate only to the items tested.  
 Samples were received in acceptable condition unless otherwise noted.  
 Samples have not been blank corrected unless otherwise noted.  
 This test report shall not be reproduced, except in full, without written approval of ALS.

ALS provides professional analytical services for all samples submitted. ALS is not in a position to interpret the data and assumes no responsibility for the quality of the samples submitted.

All quality control samples processed with the samples in this report yielded acceptable results unless otherwise noted.

ALS is accredited for specific fields of testing (scopes) in the following testing sectors. The quality system implemented at ALS conforms to accreditation requirements and is applied to all analytical testing performed by ALS. The following table lists testing sector, accreditation body, accreditation number and website. Please contact these accrediting bodies or your ALS project manager for the current scope of accreditation that applies to your analytical testing.

Testing Sector	Accreditation Body (Standard)	Certificate Number	Website
Environmental	ANAB (DoD ELAP)	ADE-1420	<a href="http://www.anab.org/accredited-organizations/">http://www.anab.org/accredited-organizations/</a>
	Utah (NELAC)	DATA1	<a href="http://health.utah.gov/lab/labimp/">http://health.utah.gov/lab/labimp/</a>
	Nevada	UT00009	<a href="http://ndep.nv.gov/bsdwlabservice.htm">http://ndep.nv.gov/bsdwlabservice.htm</a>
	Oklahoma	UT00009	<a href="http://www.deq.state.ok.us/CSDnew/">http://www.deq.state.ok.us/CSDnew/</a>
	Iowa	IA# 376	<a href="http://www.iowadnr.gov/InsideDNR/RegulatoryWater.aspx">http://www.iowadnr.gov/InsideDNR/RegulatoryWater.aspx</a>
	Texas (TNI)	T104704456-11-1	<a href="http://www.tceq.texas.gov/field/qa/lab_accred_certif.html">http://www.tceq.texas.gov/field/qa/lab_accred_certif.html</a>
	Washington	C596-16	<a href="http://www.ecy.wa.gov/programs/eap/labs/index.html">http://www.ecy.wa.gov/programs/eap/labs/index.html</a>
Industrial Hygiene	Kansas	E-10416	<a href="http://www.kdheks.gov/lipo/index.html">http://www.kdheks.gov/lipo/index.html</a>
	AIHA LAP LLC (ISO 17025 & IHLAP/ELLAP)	101574	<a href="http://www.aihaaccreditedlabs.org">http://www.aihaaccreditedlabs.org</a>
	Washington	C596-16	<a href="http://www.ecy.wa.gov/programs/eap/labs/index.html">http://www.ecy.wa.gov/programs/eap/labs/index.html</a>
Lead Testing:			
CPSC	ANAB (ISO 17025, CPSC)	ADE-1420	<a href="http://www.anab.org/accredited-organizations/">http://www.anab.org/accredited-organizations/</a>
Soil, Dust, Paint ,Air	AIHA LAP LLC (ISO 17025 & IHLAP/ELLAP)	101574	<a href="http://www.aihaaccreditedlabs.org">http://www.aihaaccreditedlabs.org</a>
Dietary Supplements	ACLASS (ISO 17025)	ADE-1420	<a href="http://www.aiclasscorp.com">http://www.aiclasscorp.com</a>

**Definitions**

- LOD = Limit of Detection = MDL = Method Detection Limit, A statistical estimate of method/media/instrument sensitivity.
- LOQ = Limit of Quantitation = RL = Reporting Limit, A verified value of method/media/instrument sensitivity.
- ND = Not Detected, Testing result not detected above the LOD or LOQ.
- NA = Not Applicable.
- \*\* No result could be reported, see sample comments for details.
- < This testing result is less than the numerical value.
- ( ) This testing result is between the LOD and LOQ and has higher analytical uncertainty than values at or above the LOQ.



LICENSE NUMBER	00238
----------------	-------

LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

THE COUNTY OF ORANGE

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 15th day of November, 2016, by and between the California Military Department (CMD), hereinafter called STATE, and the County of Orange, 1300 S. Grand Ave, Santa Ana, CA 92705, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" and collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Santa Ana Armory located at 612 East Warner Ave, Santa Ana, CA 92707, hereinafter called PREMISES identified in Exhibit "B", consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, it is consistent with California Government Code sections 15301-301.6 that STATE shall support programs to provide winter shelter for homeless California citizens; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA  
By Carolyn S. Frost  
Deputy  
Date 11/16/16

2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.
3. PREMISES will not be available for use during drill periods: 15-16 Oct 2016; 3-4 Dec 2016; 14-15 Apr 2017.
4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic and which pertains to the use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities.
9. LICENSEE shall have use of the Drill Floor, Latrines, Showers, Fire Marshal approved Kitchens, and parking areas for placement of storage containers (IF REQUIRED).
10. LICENSEE agrees to clean PREMISES and remove all litter, trash, cans, bottles, etc. from the surrounding landscaped areas. LICENSEE shall also provide janitorial service for the restrooms, showers, and drill floor by a licensed contractor or qualified (city/county) civil service employee to ensure PREMISES is cleaned and sanitized according to the standards set forth in **Exhibit "C"**, consisting of one (1) page, and by this reference made a part hereof.
11. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees or agents and all losses shall be reported to STATE immediately upon discovery.
12. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or other part of PREMISES nor change in any manner or move any fixture on PREMISES or make any alterations or changes to PREMISES without prior written consent of the Readiness Center Commander.
13. Upon completion of use, LICENSEE shall remove all decorations, display, signs or equipment on PREMISES.
14. Upon expiration of this license, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof and Acts of God excepted.
15. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor

shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, and then only in a controlled area under LICENSEE supervision.

16. LICENSEE acknowledges PREMISES may not be fully ADA compliant, and furthermore, agrees to provide all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

**AUTHORIZED ACTIVITIES**

1. LICENSEE, in accordance with Section 15301-15301.6 of the California Government Codes, and to prevent the "loss of life" of homeless persons during winter weather conditions, is responsible for Emergency Shelter Operations, but may provide on-site management through a non-profit organization.
2. The armory will be available for Winter Shelter Program use between the hours of 5:30 p.m. through 7:30 a.m. unless otherwise agreed, EXCEPT during any period an organization of the State Militia or of the Armed Forces of the United States is conducting drills or other military training or activity at the armory (or during any period the armories have been designated by the Governor or the Adjutant General for use appropriate to a condition of emergency).
3. LICENSEE shall provide easily identifiable uniformed security personnel with a current and valid security guard card who will be on the premises of the armory one hour before the shelter opens until one hour after lights-out in the evening. The security officer shall have access to a telephone, provided by LICENSEE, for calling the appropriate law enforcement agency, should it become necessary. LICENSEE assumes all responsibility for protection of patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the Facilities and Infrastructure Department (J-9) or the Winter Shelter Program Manager before leaving the PREMISES.
4. Any damage discovered on PREMISES will be inspected by representatives of STATE (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs).
5. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator. With appropriate prior approval, LICENSEE will deliver necessary services using state-approved materials, while closely coordinating/collaborating with STATE'S Area Coordinator.
6. LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES Winter Shelter Program use within thirty (30) days of being presented a demand (invoice) for payment.
7. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.
8. LICENSEE shall take whatever steps necessary to ensure that clients of the shelter are not on the premises or, in the immediate vicinity of the armory outside of the hours of shelter operation. If at any time the National Guard is dissatisfied

with the efforts of the County/City and/or its representative Agency, in this regard, the County/City and/or its representative Agency shall meet with the State of California, Military Department to explore additional steps to comply with this condition; which may include busing of clients from other location to and from the armory.

9. LICENSEE shall supply sanitary items and paper products necessary for the operation of the Emergency Shelter Program, to include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towel, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
10. Pets of clients occupying PREMISES or participating in services provided by the Shelter Program are prohibited, with the exception of registered service animals with current documentation.
11. LICENSEE shall ensure that shelter clients demonstrate valid vehicle registration and insurance to be allowed to park their vehicle in PREMISES parking area.

**III.**

**NOTIFICATION**

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

County of Orange  
Housing and Community Development/Homeless Prevention  
Attn: Kelly Lupro  
1300 S. Grand Avenue, Bldg. B  
Santa Ana, CA 92705  
(714) 480-2744

To STATE:

California Military Department  
9800 Goethe Road, Box 18  
Sacramento, CA 95826  
(916) 854-3788

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing

contained herein shall preclude the giving of any such notice by personal service.

IV.

**INSURANCE REQUIREMENTS**

1. LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:
  - Combined single limit liability of \$2,000,000, or
  - Special event coverage with a limit of \$2,000,000, and
  - A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.
2. STATE is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LICENSEE or property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever while in, upon, or in any way connected with PREMISES during the term of this license or any occupancy hereunder, except those arising out of the sole negligence of the STATE.
3. LICENSEE agrees to indemnify and defend STATE in the event if any claim, demand, cause of action, judgments, obligations or liabilities, and all reasonable litigation and attorney's expenses which said party may suffer as a direct and proximate result of the violations of any law, breach of any terms of AGREEMENT, negligence or other wrongful act by a party to this license or such party's employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its employees.

V.

**FEES**

1. The basic use fee is Five Hundred Forty Dollars (**\$540**) for each daily use period; personnel and utility costs included.
2. Each daily use period is fourteen (14) hours; 5:30 PM to 7:30 AM.
3. The total number of use periods for which an armory was committed to program use will be tabulated monthly.
4. The number of use periods will be multiplied by \$540 to establish the total fee to be remitted to the STATE.
5. Extraordinary utility costs will be assessed LICENSEE on an as-incurred basis and included as a surcharge in invoices from STATE.
6. Payment for armory use is due and payable the first business day of each following month and is considered delinquent after the fifteenth (15<sup>th</sup>) of the month.
7. LICENSEE's check will display STATE'S License number as shown on Page 1 of this document and be made payable to the California Military Department.

Payment will be remitted to the address in Section III - Notification, and LICENSEE shall not require receipt of an invoice before issuance of payment due.

**VI. TERM**

License shall take effect no earlier than November 1, 2016 or upon execution by STATE, whichever is later, and shall expire April 15, 2017.

**VII. AMENDMENT AND TERMINATION**

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days written notification to the other party at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

**VIII. ENTIRE AGREEMENT**

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

**IX. DURATION & RENEWAL**

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

**X. RIGHT TO ENTER**

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

**XI. ENVIRONMENTAL LAWS AND REGULATIONS**

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the

LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.

2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

**XII.**

**DEFAULT**

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE'S expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

**XIII.**

**PRESENCE OF LEAD**

STATE lead exposure standards for industrial occupancies, like an armory use, are not more than ( $\leq$ ) 200 microns/square foot. The Army National Guard (ANG) has adopted a more strict safe limit for lead exposure of  $\leq$  40 microns/square foot. STATE has accepted the more stringent ANG standard and has surveyed PREMISES for lead, the results of which are contained in **Exhibit "E"**, attached hereto and by this reference made a part hereof. Study results demonstrate the PREMISES complies with existing state environmental requirements for lead exposure in an industrial setting, but it also identifies a small number of areas where remediation is required to achieve the new ANG standard.

The non-compliant areas are located inside a storage closet, which STATE will lock and restrict from public use. Because of this use restriction, the facility is compliant with requirements for occupancy by children during the license period.

**CONCURRENCE**

\_\_\_\_\_  
INSTALLATION COMMANDER

DATE: \_\_\_\_\_

\_\_\_\_\_  
COUNTY OF ORANGE

DATE: \_\_\_\_\_

\_\_\_\_\_  
FOR THE ADJUTANT GENERAL

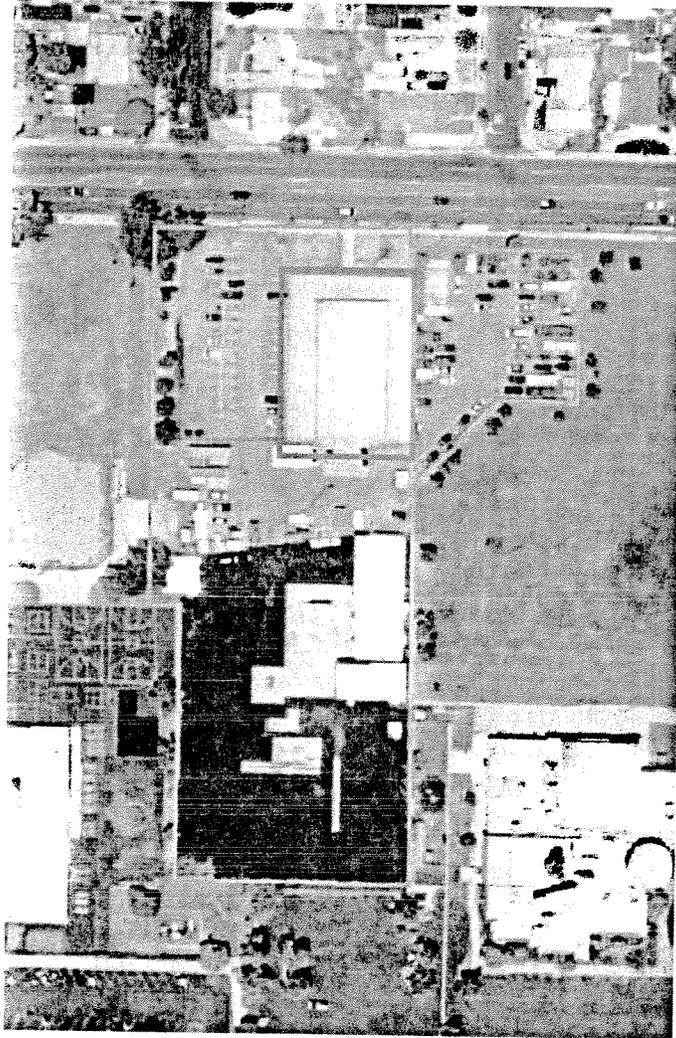
DATE: \_\_\_\_\_



## EXHIBIT B

ARMORY LOCATION/ PREMISES

(OUTLINED IN RED)



## EXHIBIT C

### JANITORIAL AND CUSTODIAL SERVICES

LICENSEE, at LICENSEE's sole cost and expense, shall furnish the following commercial janitorial services and supplies to PREMISES during the term of this LICENSE:

- A. Trash disposal,
- B. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dirt, litter, grime, stains, etc., to the greatest practical degree possible, by performing at least the following:
  - (1) Empty and clean all trash containers, and dispose of all trash and rubbish.
  - (2) Clean and maintain in a sanitary and odor-free condition all floors, basins, toilet bowls, and urinals.
  - (3) Furnish and replenish all latrine toilet supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins). Furnish and replenish paper towel supply in all areas of the leased space.
  - (4) Sweep or dust mop all hard surface floors or carpeted areas, including stairways and halls. Offices with hard surface floors in the public lobby area shall be damp-mopped daily.
  - (5) Wash latrine mirrors, remove finger marks and smudges from all glass entrance doors.
  - (6) Specifically check and remove spots and/or spills from the floors, carpets, or stairways as needed, but not less frequently than the end of each occupancy period.
  - (7) Following the last day of use, PREMISES shall be deep cleaned, which includes the following:
    - a. The assembly hall shall be waxed and buffed to a high shine
    - b. The hallways shall be waxed to a high shine
    - c. The bathrooms shall be steam cleaned and disinfected to the highest degree removing stains and mold in grout and other discoloration and build up in showers and tiled areas.
    - d. If kitchen is used in any way, wipe down and disinfect kitchen area to include cleaning of all stainless steel counters and appliances.

## EXHIBIT D

### CERTIFICATE OF SELF INSURANCE

# EXHIBIT E

## LEAD SURVEY

(SEE FOLLOWING PAGES)



DEPARTMENT OF THE ARMY AND AIRFORCE  
NATIONAL GUARD BUREAU  
INDUSTRIAL HYGIENE SOUTHWEST  
10510 Superfortress Ave, Ste. C  
Mather, CA 95655

Attachment A  
Attachment H-1

ARNG-CSG-P

29 AUG 16

**MEMORANDUM THRU** California Army National Guard, Occupational Health Manager (OHM),  
ATTN: Ms. Marianne Anderson, 9800 Goethe Road, Sacramento, California 95827

**THRU** California Army National Guard, Facility Maintenance Office (FMO), ATTN: CPT Tuongan  
Vu, 9800 Goethe Road, Sacramento, California 95827

**FOR** Commander, G Co. 40th BSB (UIC WV57G0), Santa Ana Armory, 612 E. Warner Avenue,  
Santa Ana, California 93451

**SUBJECT:** Executive Summary for Industrial Hygiene Annual Wipe Sampling for G Co. 40th BSB  
(UIC WV57G0), Santa Ana Armory, 612 E. Warner Avenue, Santa Ana, California 93451,  
conducted on 29 AUG 16.

**1. References.**

- a. ARNG-CSG All States Memorandum, SUBJECT: Possible Lead Dust Hazard in Army National Guard (ARNG) Readiness Centers, dated 23 September 2015.
- b. DODI 6055.01 Appendix to Enclosure 4, Implementing Guidance for Controlling Surface Contamination in Operations using Lead, Hexavalent Chromium, and Cadmium, dated 14 OCT 2014
- c. Army National Guard (ARNG), Industrial Hygiene Sampling Guide for Surface Lead in Readiness Centers (RC), dated 27 OCT 2015.
- d. Conducting Industrial Hygienist Data, attached.

**2. General.**

- a. At the request of the NGB Industrial Hygiene, Southwest (IHSW) Region, a limited sampling was conducted to identify possible lead surface contamination for your facility on 29 AUG 16.
- b. Use of trademark names in the attached data, or this Executive Summary, does not imply Army National Guard endorsement of any product.
- c. The purpose of this industrial hygiene site visit is to assist with the state, and your responsibility to conduct annual lead surface wipe sampling within ARNG Readiness Centers (RCs)/Armories to determine and identify contributing factors of lead dust within the facility. As

noted from previous site visits, weapons cleaning (i.e. personal, crew served and artillery pieces) and vehicle maintenance, have resulted with lead dust deposits in many facilities. In cases such as these, an effective housekeeping program can remove the lead dust. In order to provide a higher level of protection for our Soldiers, their families, and the general public, the following site visit was conducted.

The following data will inform you of the effectiveness of your housekeeping program and determine relative risk for your facility.

### **3. Observations / Recommendations.**

a. The analysis results received for the samples collected indicate the following, checked as applicable:

(1)  Areas noted within the attached Sample Field Data Sheet, sample locations noted on facility floor plan, and the attached laboratory analysis results indicate surface lead particulate either exceeds the 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) or 200  $\mu\text{g}/\text{ft}^2$  ARNG standard and require cleaning and/or reevaluation. **(RAC 2, as applicable for non-ARNG personnel)**

(a) Recommend treating/cleaning areas noted within attached data to below 40  $\mu\text{g}/\text{ft}^2$  or 200  $\mu\text{g}/\text{ft}^2$  IAW space and occupancy type. This should include reevaluation.

(b) IHSW further recommends the actions listed within paragraph 3.a.(4), this memorandum.

(c) IHSW recommends continued cleaning within the administrative offices, kitchen, and communal areas to maintain lead particulate concentrations as free as practical and below the ARNG standard of 40  $\mu\text{g}/\text{ft}^2$ . Utilize the enclosed Clean-up SOP as a guide to assist with the prevention efforts. Ensure personnel clean-up area(s) and tables after weapons cleaning activities. Tables used for weapons cleaning should be marked, "For Weapons Cleaning Only," when utilized as such. (DODI 6055.01 Appendix to Enclosure 4, date 14 OCT 2014)

(2)  Areas noted within the attached Sample Field Data Sheet, sample locations noted on facility floor plan, and the attached laboratory analysis results indicate surface lead particulate are below the 40  $\mu\text{g}/\text{ft}^2$  and 200  $\mu\text{g}/\text{ft}^2$ , for the areas sampled. **(RAC NOT ASSIGNED)**

(a) Although below the 40  $\mu\text{g}/\text{ft}^2$  and 200  $\mu\text{g}/\text{ft}^2$  threshold, IHSW recommends continued cleaning within the administrative offices, kitchen, and communal areas to maintain lead particulate concentrations as free as practical and below the ARNG standard of 40  $\mu\text{g}/\text{ft}^2$ . Utilize the enclosed Clean-up SOP as a guide to assist with the prevention efforts. Ensure personnel clean-up area(s) and tables after weapons cleaning activities. Tables used for

weapons cleaning should be marked, "For Weapons Cleaning Only," when utilized as such. (DODI 6055.01 Appendix to Enclosure 4, date 14 OCT 2014)

(b) IHSW further recommends the actions listed within paragraph 3.a.(4), this memorandum.

(3)  Areas noted within the attached Sample Field Data Sheet, sample locations noted on facility floor plan, and the attached laboratory analysis results indicate surface lead particulate are below the 40 µg/ft<sup>2</sup>, 200 µg/ft<sup>2</sup>, and are also below the Limit of Detection (LOD)/Below Reporting Limit (BRL) for the areas sampled. **(RAC NOT ASSIGNED)**

(4) Although the analysis results are returned below the ARNG recommendations, other regulatory requirements are required as it relates to lead.

(a) Occupant Notifications. Recommend the State ARNG make appropriate notifications to all occupants outlining the potential hazards, measures persons must take to ensure their health, and to outline the State ARNG's plan to remediate (abate) if necessary, the elevated lead levels within the facility as required by Federal, State, and local laws, regulations, and requirements. At the minimum, the following occupancy groups should be included within the notifications: AGR, IDT personnel, state employees, contract employees, youth program personnel, and all civilians. Note, the attached report may provide co-tenant organizations for inclusion of notifications. Documentation of notifications should be maintained by the facility command for future reference. (Reference 29 CFR 1910.1025 as a resource guide)

(b) Medical Surveillance. Recommend the State Occupational Health, or Medical Service Corp, determine the medical surveillance requirements based on occupancy type and occupancy responsibilities, i.e. administrative personnel, state maintenance workers, contract personnel, civilian population, and personnel who may maintain or support IFR operations.

4. For additional information please contact the NGB-IHSW office at (916) 854-1491 or via email at [ronald.w.fauld.mil@mail.mil](mailto:ronald.w.fauld.mil@mail.mil).

////////s////////  
RON W. FAULL  
NGB, IHSW, CIV  
Regional Industrial Hygienist

**Attachments:**

1. Sample Field Data Sheet
2. Drawing - Facility Floor Plan with Lead Wipe Sample Locations
3. Laboratory Report
4. Notes, as applicable

**Lead Wipe Sampling Project - Field Data Sheet**

State/District: California

RC Location: Santa Ana

Date: 29 AUG 2016

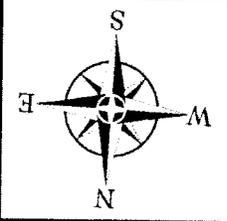
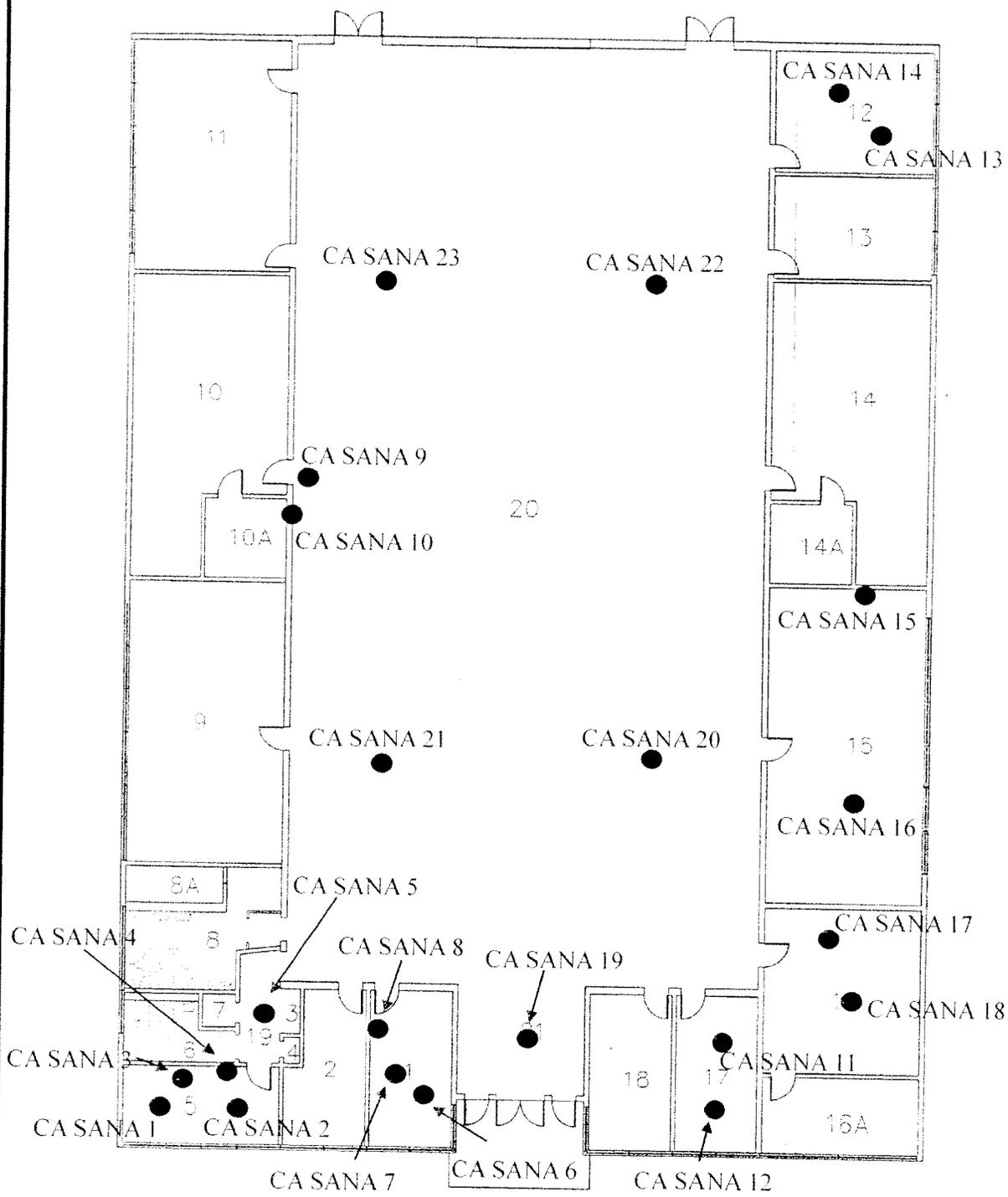
Sampling Performed By: Stephen S. Galley

Status of IFR at this RC:  Active,  Inactive (closed/not cleaned),  Closed (cleaned)

Disposed,  Unknown

**NOTE:** Armory is currently in an occupied state. It was indicated there was no previous IFR located at the site. We are aware there could have been a portable IFR that current personnel are not aware of.

Sample ID	Room/Area	Surface	Result (µg/ft <sup>2</sup> )
CA SANA 1	Kitchen	Floor	14
CA SANA 2	Kitchen	Floor	13
CA SANA 3	Kitchen	Counter	2.1
CA SANA 4	Kitchen	Wall	<1.3
CA SANA 5	Hallway	Floor	5.6
CA SANA 6	Office 1	Floor	4.2
CA SANA 7	Office 1	Desk	<1.3
CA SANA 8	Office 1	Wall	1.4
CA SANA 9	Supply	Floor	42
CA SANA 10	Supply	Cabinet Top	10
CA SANA 11	Library	Floor	7.4
CA SANA 12	Library	Desk	<1.3
CA SANA 13	Office 2	Floor	7.4
CA SANA 14	Office 2	Desk	1.7
CA SANA 15	Supply 2	Floor	65
CA SANA 16	Supply 2	Desk	14
CA SANA 17	Office 3	Floor	31
CA SANA 18	Office 3	Desk	2.4
CA SANA 19	Foyer	Floor	4.2
CA SANA 20	Drill Hall	Floor	2.3
CA SANA 21	Drill Hall	Floor	2.5
CA SANA 22	Drill Hall	Floor	7.0
CA SANA 23	Drill Hall	Floor	3.0
CA SANA 24	Blank	NA	<1.3
CA SANA 25	Blank	NA	<1.3



**R & R**  
**ENVIRONMENTAL, INC.**  
ASBESTOS • LEAD • INDUSTRIAL HYGIENE  
47 West 9400 South, Suite #2 Sandy, Utah 84070  
(801) 352-2300 • Office (801) 352-2381 • Fax

**Lead Wipe Sampling Locations**  
**Santa Ana Armory**  
**612 E Warner**  
**Santa Ana, California 93451**



### ANALYTICAL REPORT

Report Date: September 13, 2016

Stephen Galley  
R & R Environmental, Inc.  
47 West 9000 South #2  
Sandy, UT 84094

Phone: (801) 352-2380  
Fax: (801) 492-7751  
E-mail: [sgalley@rrenviro.com](mailto:sgalley@rrenviro.com)

Workorder: **34-1624531**

Client Project ID: NGB-California 083116  
Purchase Order: NGB-California  
Project Manager: Paul Pope

#### Analytical Results

Sample ID: <b>CA SANA 1</b>		Collected: 08/29/2016	
Lab ID: 1624531001		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	14	14	1.3

Sample ID: <b>CA SANA 2</b>		Collected: 08/29/2016	
Lab ID: 1624531002		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	13	13	1.3

Sample ID: <b>CA SANA 3</b>		Collected: 08/29/2016	
Lab ID: 1624531003		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	2.1	2.1	1.3

Sample ID: <b>CA SANA 4</b>		Collected: 08/29/2016	
Lab ID: 1624531004		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	<1.3	<1.3	1.3

ADDRESS 960 West LeVoy Drive, Salt Lake City, Utah, 84123 USA | PHONE +1 801 266 7700 | FAX +1 801 268 9992  
ALS GROUP USA, CORP. An ALS Limited Company



RIGHT SOLUTIONS RIGHT PARTNER



**ANALYTICAL REPORT**

Workorder: **34-1624531**

Client Project ID: NGB-California 083116  
Purchase Order: NGB-California  
Project Manager: Paul Pope

**Analytical Results**

Sample ID: <b>CA SANA 5</b>		Collected: 08/29/2016	
Lab ID: 1624531005		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	5.6	5.6	1.3

Sample ID: <b>CA SANA 6</b>		Collected: 08/29/2016	
Lab ID: 1624531006		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	4.2	4.2	1.3

Sample ID: <b>CA SANA 7</b>		Collected: 08/29/2016	
Lab ID: 1624531007		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	<1.3	<1.3	1.3

Sample ID: <b>CA SANA 8</b>		Collected: 08/29/2016	
Lab ID: 1624531008		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	1.4	1.4	1.3

Sample ID: <b>CA SANA 9</b>		Collected: 08/29/2016	
Lab ID: 1624531009		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	42	42	1.3



**ANALYTICAL REPORT**

Workorder: **34-1624531**  
 Client Project ID: NGB-California 083116  
 Purchase Order: NGB-California  
 Project Manager: Paul Pope

**Analytical Results**

Sample ID: <b>CA SANA 10</b>		Collected: 08/29/2016	
Lab ID: 1624531010		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	10	10	1.3

Sample ID: <b>CA SANA 11</b>		Collected: 08/29/2016	
Lab ID: 1624531011		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	7.4	7.4	1.3

Sample ID: <b>CA SANA 12</b>		Collected: 08/29/2016	
Lab ID: 1624531012		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	<1.3	<1.3	1.3

Sample ID: <b>CA SANA 13</b>		Collected: 08/29/2016	
Lab ID: 1624531013		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	7.4	7.4	1.3

Sample ID: <b>CA SANA 14</b>		Collected: 08/29/2016	
Lab ID: 1624531014		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
		Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	1.7	1.7	1.3



**ANALYTICAL REPORT**

Workorder: **34-1624531**  
 Client Project ID: NGB-California 083116  
 Purchase Order: NGB-California  
 Project Manager: Paul Pope

**Analytical Results**

Sample ID: <b>CA SANA 15</b>		Collected: 08/29/2016	
Lab ID: 1624531015		Received: 08/31/2016	
Method: NIOSH 7300, Ghost Wipe		Media: Ghost Wipe	
		Sampling Parameter: Area 1 ft <sup>2</sup>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	65	65	1.3

Sample ID: <b>CA SANA 16</b>		Collected: 08/29/2016	
Lab ID: 1624531016		Received: 08/31/2016	
Method: NIOSH 7300, Ghost Wipe		Media: Ghost Wipe	
		Sampling Parameter: Area 1 ft <sup>2</sup>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	14	14	1.3

Sample ID: <b>CA SANA 17</b>		Collected: 08/29/2016	
Lab ID: 1624531017		Received: 08/31/2016	
Method: NIOSH 7300, Ghost Wipe		Media: Ghost Wipe	
		Sampling Parameter: Area 1 ft <sup>2</sup>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	31	31	1.3

Sample ID: <b>CA SANA 18</b>		Collected: 08/29/2016	
Lab ID: 1624531018		Received: 08/31/2016	
Method: NIOSH 7300, Ghost Wipe		Media: Ghost Wipe	
		Sampling Parameter: Area 1 ft <sup>2</sup>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	2.4	2.4	1.3

Sample ID: <b>CA SANA 19</b>		Collected: 08/29/2016	
Lab ID: 1624531019		Received: 08/31/2016	
Method: NIOSH 7300, Ghost Wipe		Media: Ghost Wipe	
		Sampling Parameter: Area 1 ft <sup>2</sup>	
		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	4.2	4.2	1.3



**ANALYTICAL REPORT**

Workorder: **34-1624531**  
 Client Project ID: NGB-California 083116  
 Purchase Order: NGB-California  
 Project Manager: Paul Pope

**Analytical Results**

Sample ID: <b>CA SANA 20</b>		Collected: 08/29/2016	
Lab ID: 1624531020		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
<b>Analyte</b>	<b>Result (ug/sample)</b>	<b>Result (ug/ft<sup>2</sup>)</b>	<b>RL (ug/sample)</b>
Lead	2.3	2.3	1.3

Sample ID: <b>CA SANA 21</b>		Collected: 08/29/2016	
Lab ID: 1624531021		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
<b>Analyte</b>	<b>Result (ug/sample)</b>	<b>Result (ug/ft<sup>2</sup>)</b>	<b>RL (ug/sample)</b>
Lead	2.5	2.5	1.3

Sample ID: <b>CA SANA 22</b>		Collected: 08/29/2016	
Lab ID: 1624531022		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
<b>Analyte</b>	<b>Result (ug/sample)</b>	<b>Result (ug/ft<sup>2</sup>)</b>	<b>RL (ug/sample)</b>
Lead	7.0	7.0	1.3

Sample ID: <b>CA SANA 23</b>		Collected: 08/29/2016	
Lab ID: 1624531023		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
Sampling Parameter: <b>Area 1 ft<sup>2</sup></b>		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
<b>Analyte</b>	<b>Result (ug/sample)</b>	<b>Result (ug/ft<sup>2</sup>)</b>	<b>RL (ug/sample)</b>
Lead	3.0	3.0	1.3

Sample ID: <b>CA SANA 24</b>		Collected: 08/29/2016	
Lab ID: 1624531024		Received: 08/31/2016	
Method: <b>NIOSH 7300, Ghost Wipe</b>		Media: Ghost Wipe	
Sampling Parameter: <b>Area Not Applicable</b>		Prepared: 09/07/2016	
		Analyzed: 09/12/2016	
<b>Analyte</b>	<b>Result (ug/sample)</b>	<b>Result (ug/ft<sup>2</sup>)</b>	<b>RL (ug/sample)</b>
Lead	<1.3	NA	1.3



### ANALYTICAL REPORT

Workorder: **34-1624531**  
Client Project ID: NGB-California 083116  
Purchase Order: NGB-California  
Project Manager: Paul Pope

#### Analytical Results

Sample ID: CA SANA 25		Collected: 08/29/2016	
Lab ID: 1624531025		Received: 08/31/2016	
Method: NIOSH 7300, Ghost Wipe		Media: Ghost Wipe	Prepared: 09/07/2016
		Sampling Parameter: Area Not Applicable	Analyzed: 09/12/2016
Analyte	Result (ug/sample)	Result (ug/ft <sup>2</sup> )	RL (ug/sample)
Lead	<1.3	NA	1.3

#### Report Authorization ( /S/ is an electronic signature that complies with 21 CFR Part 11)

Method	Analyst	Peer Review
NIOSH 7300, Ghost Wipe	/S/ Lauren Jones 09/13/2016 11:02	/S/ Peter P. Steen 09/13/2016 13:13

#### Laboratory Contact Information

ALS Environmental  
960 W Levoy Drive  
Salt Lake City, Utah 84123

Phone: (801) 266-7700  
Email: alsit.lab@ALSGlobal.com  
Web: www.alssl.com



### ANALYTICAL REPORT

Workorder: **34-1624531**

Client Project ID: NGB-California 083116

Purchase Order: NGB-California

Project Manager: Paul Pope

#### General Lab Comments

The results provided in this report relate only to the items tested.  
Samples were received in acceptable condition unless otherwise noted.  
Samples have not been blank corrected unless otherwise noted.  
This test report shall not be reproduced, except in full, without written approval of ALS.

ALS provides professional analytical services for all samples submitted. ALS is not in a position to interpret the data and assumes no responsibility for the quality of the samples submitted.

All quality control samples processed with the samples in this report yielded acceptable results unless otherwise noted.

ALS is accredited for specific fields of testing (scopes) in the following testing sectors. The quality system implemented at ALS conforms to accreditation requirements and is applied to all analytical testing performed by ALS. The following table lists testing sector, accreditation body, accreditation number and website. Please contact these accrediting bodies or your ALS project manager for the current scope of accreditation that applies to your analytical testing.

Testing Sector	Accreditation Body (Standard)	Certificate Number	Website
Environmental	ANAB (DoD ELAP)	ADE-1420	<a href="http://www.anab.org/accredited-organizations/">http://www.anab.org/accredited-organizations/</a>
	Utah (NELAC)	DATA1	<a href="http://health.utah.gov/lab/labimp/">http://health.utah.gov/lab/labimp/</a>
	Nevada	UT00009	<a href="http://ndep.nv.gov/bsdwl/labservice.htm">http://ndep.nv.gov/bsdwl/labservice.htm</a>
	Oklahoma	UT00009	<a href="http://www.deq.state.ok.us/CSDnew/">http://www.deq.state.ok.us/CSDnew/</a>
	Iowa	IA# 376	<a href="http://www.iowadnr.gov/InsideDNR/RegulatoryWater.aspx">http://www.iowadnr.gov/InsideDNR/RegulatoryWater.aspx</a>
	Texas (TNI)	T104704456-11-1	<a href="http://www.tceq.texas.gov/field/qa/lab_accred_certif.html">http://www.tceq.texas.gov/field/qa/lab_accred_certif.html</a>
	Washington	C596-16	<a href="http://www.ecy.wa.gov/programs/eap/labs/index.html">http://www.ecy.wa.gov/programs/eap/labs/index.html</a>
	Kansas	E-10416	<a href="http://www.kdheks.gov/lipo/index.html">http://www.kdheks.gov/lipo/index.html</a>
Industrial Hygiene	AIHA LAP LLC (ISO 17025 & IHLAP/ELLAP)	101574	<a href="http://www.aihaaccreditedlabs.org">http://www.aihaaccreditedlabs.org</a>
	Washington	C596-16	<a href="http://www.ecy.wa.gov/programs/eap/labs/index.html">http://www.ecy.wa.gov/programs/eap/labs/index.html</a>
Lead Testing:			
CPSC	ANAB (ISO 17025, CPSC)	ADE-1420	<a href="http://www.anab.org/accredited-organizations/">http://www.anab.org/accredited-organizations/</a>
Soil, Dust, Paint, Air	AIHA LAP LLC (ISO 17025 & IHLAP/ELLAP)	101574	<a href="http://www.aihaaccreditedlabs.org">http://www.aihaaccreditedlabs.org</a>
Dietary Supplements	ACLASS (ISO 17025)	ADE-1420	<a href="http://www.aiclasscorp.com">http://www.aiclasscorp.com</a>

#### Definitions

- LOD = Limit of Detection = MDL = Method Detection Limit, A statistical estimate of method/media/instrument sensitivity.
- LOQ = Limit of Quantitation = RL = Reporting Limit, A verified value of method/media/instrument sensitivity.
- ND = Not Detected, Testing result not detected above the LOD or LOQ.
- NA = Not Applicable.
- \*\* No result could be reported, see sample comments for details.
- < This testing result is less than the numerical value.
- ( ) This testing result is between the LOD and LOQ and has higher analytical uncertainty than values at or above the LOQ.

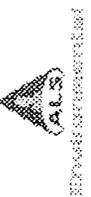
**CLIENT:** Environmental, Inc.  
**OFFICE:** 47 West 8000 South, Suite 2, Sandy, Utah 84070  
**PROJECT:** NGB - California Lead Wipe Sampling  
**ORDER NUMBER:** 1624531  
**PROJECT MANAGER:** Stephen S. Galley  
**SAMPLER:** Stephen S. Galley  
**COC emailed to ALS?** (YES / NO) - No  
**EDD FORMAT (or default):** Default  
**Turnaround Requirements:** Standard TAT (List due date):  
 Standard TAT (List due date):  
 Non Standard or Urgent TAT (List due date):  
**ALS QUOTE NO.:** NGB Negotiated Rates  
**CONTACT PH:** 801-971-3988  
**SAMPLER MOBILE:** 801-971-3988  
**EDD FORMAT (or default):** Default  
**REINQUISHED BY:** Stephen S. Galley  
**RECEIVED BY:** Stephen S. Galley  
**DATE/TIME:** 8/13/16 8:00  
**RECEIVED BY:** [Signature]  
**DATE/TIME:** 8/13/16 8:00  
**COMMENTS/SPECIAL HANDLING/STORAGE OR DISPOSAL:** None

**FOR LABORATORY USE ONLY (Circle)**  
**Custody Seal Intact?** Yes No N/A  
**Free ice / frozen ice bricks present upon receipt?** Yes No N/A  
**Random Sample Temperature on Receipt:** °C  
**Other comment:**  
**RECEIVED BY:** [Signature]  
**DATE/TIME:** 8/13/16 8:00  
**REINQUISHED BY:** [Signature]  
**DATE/TIME:** 8/13/16 8:00

LAB ID	SAMPLE ID	DATE / TIME	MATRIX	TYPE & PRESERVATIVE (refer to codes below)	TOTAL CONTAINERS	ANALYSIS REQUIRED INCLUDING SUITES (NB, Suite Codes must be listed to attract suite prices) Where Metals are required, specify Total (undiluted lotus required) or Dissolved (field filtered bottle required)	Additional Information
CA SANA 1	Wipe	29-Aug-16	ST	ST	1	X	1 Square Foot
CA SANA 2	Wipe	29-Aug-16	ST	ST	1	X	1 Square Foot
CA SANA 3	Wipe	29-Aug-16	ST	ST	1	X	1 Square Foot
CA SANA 4	Wipe	29-Aug-16	ST	ST	1	X	1 Square Foot
CA SANA 5	Wipe	29-Aug-16	ST	ST	1	X	1 Square Foot
CA SANA 6	Wipe	29-Aug-16	ST	ST	1	X	1 Square Foot
CA SANA 7	Wipe	29-Aug-16	ST	ST	1	X	1 Square Foot
CA SANA 8	Wipe	29-Aug-16	ST	ST	1	X	1 Square Foot
CA SANA 9	Wipe	29-Aug-16	ST	ST	1	X	1 Square Foot
CA SANA 10	Wipe	29-Aug-16	ST	ST	1	X	1 Square Foot
CA SANA 11	Wipe	29-Aug-16	ST	ST	1	X	1 Square Foot
CA SANA 12	Wipe	29-Aug-16	ST	ST	1	X	1 Square Foot
CA SANA 13	Wipe	29-Aug-16	ST	ST	1	X	1 Square Foot
					<b>TOTAL</b>		
					<b>13</b>		

**Water Container Codes:** P = Unpreserved Plastic; N = Nitric Preserved Plastic; CRC = Nitric Preserved CRC; SH = Sodium Hydroxide/Cd Preserved; S = Sodium Hydroxide Preserved Plastic; AG = Amber Glass Unpreserved; AP = Airtight Unpreserved Plastic; V = VOA Vial HCl Preserved; VB = VOA Vial Sulfuric Preserved; AV = Airtight Unpreserved Vial SG = Sulfuric Preserved Amber Glass; H = HCl Preserved Plastic; HS = HCl Preserved Speciation Bottle; SP = Sulfuric Preserved Plastic; F = Formaldehyde Preserved Glass; Z = Zinc Acetate Preserved Bottle; E = EDTA Preserved Bottles; ST = Sterile Bottle; ASB = Plastic Bag for Acid Sulfate Solids; B = Unpreserved Bag.

**CHAIN OF Page 2 of 2  
CUSTODY**



**CLIENT:** R & R Environmental, Inc.  
**OFFICE:** 47 West 8000 South, Suite 2, Sandy, Utah 84070  
**PROJECT:** NGB - California Lead Wipe Sampling  
**ORDER NUMBER:** *State Air*  
**PROJECT MANAGER:** Stephen S. Galley  
**SAMPLER:** Stephen S. Galley  
**COC emailed to ALS?** (YES / NO) - No  
 Email Reports to (will default to PM if no other addresses are listed): sgalley@rreiviro.com  
 Email Invoice to (will default to PM if no other addresses are listed): Automatic CC payment

**TURNAROUND REQUIREMENTS:**  
 (Standard TAT may be longer for some tests e.g. Ultra Trace Organics)  
 Standard TAT (List due date)  
 Non Standard or urgent TAT (List due date)  
**ALS QUOTE NO.:** NGB Negotiated Rates  
**CONTACT PH:** 801-971-3988  
**SAMPLER MOBILE:** 801-971-3988  
**EDD FORMAT (or default):** Default

**RECEIVED BY:** Stephen S. Galley  
**DATE/TIME:** 08/31/16 8:00  
**RECEIVED BY:**  
**DATE/TIME:**

**FOR LABORATORY USE ONLY (Circle)**  
 Custody Seal Intact? Yes No  
 Free Ions / Frozen Ice Brains present upon receipt? Yes No  
 Random Sample Temperature on Receipt? Yes No  
 Other comment: C

**LABORATORY CONTACTS:**  
 DENV-CASTLE ASMA Metcon of Redwood West NSW 2304  
 Ph: 02 40 14 2200 E: sample.servicing@redwood.com  
 LINDOW/VA 413 Capri Place North New SA NSW 2341  
 Ph: 08 463 2981 E: newid@redwood.com  
 GPO/RTM 45 road to Wauwaga 414 4094  
 Ph: 08 8329 1658 E: sample.servicing@redwood.com  
 JIVACKAY TR Wapour Road Murray QLD 4742  
 Ph: 07 494 0776 E: murray@redwood.com  
 WIMBOLBOURAS 24 Wyrala Road Springvale VIC 3171  
 Ph: 03 8549 5800 E: team.pic@redwood.com  
 CHALCROSS 21 Sweeney Road Quindlan NSW 2660  
 Ph: 02 8372 6735 E: mail.pic@redwood.com

**COMMENTS/SPECIAL HANDLING/STORAGE OR DISPOSAL:** None

LAB ID	SAMPLE ID	DATE / TIME	MATRIX	TYPE & PRESERVATIVE (refer to codes below)	TOTAL CONTAINERS	ANALYSIS REQUIRED including SUITE/NSB. Suite Codes must be listed to attract suite prices) Where Metals are required, specify Total (unfiltered bottle required) or Dissolved (field filtered bottle required).	Additional Information
CA SANA 14	/	29-Aug-16	Wipe	ST	1	Total Lead X	1 Square Foot
CA SANA 15	/	29-Aug-16	Wipe	ST	1	Total Lead X	1 Square Foot
CA SANA 16	/	29-Aug-16	Wipe	ST	1	Total Lead X	1 Square Foot
CA SANA 17	/	29-Aug-16	Wipe	ST	1	Total Lead X	1 Square Foot
CA SANA 18	/	29-Aug-16	Wipe	ST	1	Total Lead X	1 Square Foot
CA SANA 19	/	29-Aug-16	Wipe	ST	1	Total Lead X	1 Square Foot
CA SANA 20	/	29-Aug-16	Wipe	ST	1	Total Lead X	1 Square Foot
CA SANA 21	/	29-Aug-16	Wipe	ST	1	Total Lead X	1 Square Foot
CA SANA 22	/	29-Aug-16	Wipe	ST	1	Total Lead X	1 Square Foot
CA SANA 23	/	29-Aug-16	Wipe	ST	1	Total Lead X	1 Square Foot
CA SANA 24	/	29-Aug-16	Wipe	ST	1	Total Lead X	Blank
CA SANA 25	/	29-Aug-16	Wipe	ST	1	Total Lead X	Blank
					<b>TOTAL</b>	12	

**Water Container Codes:** P = Unpreserved Plastic; N = Nitric Preserved Plastic; ORC = Nitric Preserved ORC; SH = Sodium Hydroxide/Ca Preserved; S = Sodium Hydroxide Preserved Plastic; AG = Amber Glass Unpreserved; AP = Airtight Unpreserved Plastic; V = VOA Vial HCl Preserved; VB = VOA Vial Sodium Bisulfate Preserved; VS = VOA Vial Sulfuric Preserved; AV = Airtight Unpreserved Vial; SG = Sulfuric Preserved Amber Glass; H = HCl Preserved Plastic; HS = HCl Preserved Speciation Bottle; SP = Sulfuric Preserved Plastic; F = Formaldehyde Preserved Glass; Z = Zinc Acetate Preserved Bottle; E = EDTA Preserved Bottle; ST = Sterile Bottle; ASS = Plastic Bag for Acid Sulphate Soils; B = Unpreserved Bag.

## ARNG General Housekeeping Guide Control of Metal Particulates, i.e. Lead (pb)

### 1. Background.

This document cites the OSHA Technical Manual (OTM), OSHA Instruction TED 01-00-015 [TED 1-0.15A]. This information supports OSHA's enforcement and outreach activities to assure safe and healthful working conditions for working men and women. The content is based on currently available research publications, OSHA standards, and consensus standards. The OTM is available to the public for use by other health and safety professionals, employers, and anyone involved in developing or implementing an effective workplace safety and health program.

The National Guard Bureau (NGB) Industrial Hygiene (IH) Program performed employee exposure assessments, reference Occupational Safety and Health Administrations (OSHA) 29 Code of Federal Regulation (CFR) 1910.1025(d)(2), to determine employees at Army National Guard (ARNG) Readiness Centers (RCs)/Armory exposures to airborne lead levels at or above the published standards. None of the air sampling studies found airborne levels at or above the action level (AL) or Permissible Exposure Limit (PEL) for lead, therefore the evaluation was considered a "Negative Initial Determination". Because of the negative initial determination as derived from these evaluations, the OSHA 29 CFR 1910.1025 requirements such as personal protective equipment (PPE), medical surveillance, showers/change rooms, and engineering controls are not required, nor applicable.

**However, all workplace surfaces must be maintained as free as practicable of accumulations of lead and other certain material (i.e. Cadmium, Cobalt, and Chromates) particulate. The ARNG has adopted an acceptable surface lead level of 40 µg/ft<sup>2</sup> for areas considered to be administrative in nature within ARNG Facilities.**

Evaluations or air sampling performed inside Indoor Firing Ranges (IFR's) during use is not included or discussed within this guide.

### 2. Controlling Lead Exposures: Work Practice Controls Guide (General Housekeeping and Routine Cleaning).

Work practices involve the way a task is performed. OSHA has found that appropriate work practices can be vital in lowering or eliminating worker exposures to hazardous substances and in achieving ongoing compliance with the PEL. Some fundamental and easily implemented work practices are:

- Good housekeeping. This includes areas not commonly accessed or elevated (i.e. tops of refrigerators, shelves, light fixtures, etc.)
- Use of appropriate personal hygiene practices
- Use of proper procedures and Personal Protective Equipment (PPE) to perform a task
- Provisions for proper supervision and annual validation to ensure control measures are effective

Note, personnel cleaning Indoor Firing Range (IFR) spaces/areas must follow the cleaning and PPE guidance published in NGR 385-15 and NG Pam 420-15, respectively.

**ARNG General Housekeeping Guide**  
**Control of Metal Particulates, i.e. Lead (pb)**

**3. General Housekeeping.**

Good housekeeping involves a regular schedule of cleaning activities to remove accumulations of lead particulate. The schedule should be adapted to the conditions and activities at each facility. However, these should occur at the minimum, weekly. RC/Armories with Indoor Firing Range (IFR) areas should be cleaned more than weekly – dependent on occupancy groups using facility.

There are two primary methods suggested by OSHA for controlling surface lead particulates, i.e. employing wet methods and the use of vacuum systems using High Efficiency Particulate Air (HEPA) filtration.

a. **Floors.** Any effective approved method that minimizes the likelihood of generating dusts within the facility environment may be used (for example, wet mopping, wet floor scrubber, disposable treated dust mop/broom head system, or HEPA Vacuum, etc.). Note, a proven method that is effective for entraining floor particulates during floor sweeping tasks is using a treated, spray-on cleaning solution increasing dust mop efficiency, Cotton Dust Mop, or a Microfiber Dust Mop. Examples and uses have been provided below.

<i>Type</i>	<i>Uses and Points to Consider</i>
<b>Cotton Dust Mop</b>	<ul style="list-style-type: none"> <li>• Can be treated with cleaning solutions to attract more dirt</li> <li>• Fibers collect dirt and particulates for removal from work areas</li> <li>• Usually has replaceable pads that fit around a frame</li> <li>• Available in both small, residential models and larger commercial ones</li> <li>• Swiveling handle makes maneuvering easy</li> <li>• Ideal for hardwood floors and other surfaces that can be scratched and dulled</li> <li>• May be fitted with disposable heads for easy disposal into appropriate waste stream</li> </ul>
<b>Microfiber Dust Mop</b>	<ul style="list-style-type: none"> <li>• Microfiber attracts a larger number of dirt and dust particles</li> <li>• Microfiber cloths can usually be washed and reused a number of times</li> <li>• May be fitted with disposable heads for easy disposal into appropriate waste stream</li> </ul>
<b>Poly-Vinyl Broom</b>  - Not recommended for the control of particulates	<ul style="list-style-type: none"> <li>• Kitchens, hallways, bathrooms and other indoor areas</li> <li>• Synthetic bristles are generally more flexible</li> <li>• Bristles that have split fibers capture finer particles</li> <li>• Broom heads with an angular cut get into corners more easily</li> </ul>
<b>Push Broom</b>  - Not recommended for the control of particulates	<ul style="list-style-type: none"> <li>• Large rectangular head ranges from 24" to 60" or more in width</li> <li>• Good for sweeping out larger areas, such as workshop or garage floors</li> <li>• Larger broom heads are best for industrial or commercial applications</li> <li>• Look for a unit that allows the handle to be attached in either direction for more even bristle wear</li> </ul>
<b>Straw/Corn Broom</b>  - Not recommended for the control of particulates	<ul style="list-style-type: none"> <li>• Natural bristles tend to be thick and rigid</li> <li>• Better for sweeping up large bits of dirt and debris</li> <li>• Can be used indoors in kitchens, hallways and more</li> <li>• Ideal for sweeping off sidewalks, porches and other outdoor areas</li> </ul>
<b>Wet/Dry Broom</b>  - Not recommended for the control of particulates	<ul style="list-style-type: none"> <li>• Usually has thicker bristles spaced farther apart</li> <li>• Used to scrub floors as well as remove larger bits of debris</li> <li>• Often designed for indoor and outdoor use</li> <li>• Good on workshop, garage or basement floors</li> <li>• Can be made of natural materials, such as palmyra fibers, or synthetic materials, such as rubber</li> </ul>

**ARNG General Housekeeping Guide  
Control of Metal Particulates, i.e. Lead (pb)**

b. **Horizontal Surfaces and fixtures**, i.e. table tops, desks, book shelves, light fixtures, etc. Again, **any effective approved method that minimizes the likelihood of generating dusts** within the work environment is an acceptable practice. One proven method is to use a dampened or a wet cloth (i.e. wet methods - treated, spray-on cleaning/dusting solution to increase wiping efficiency, etc.), to capture the particulate and debris as described above.

c. **Weapons Cleaning Activities.** Generally, the recommendations for weapons cleaning is that these activities be conducted exterior to the facility, or within limited areas, to minimize migration of lead particulate, or other metal particulates, throughout the facility. In most instances the unit mission requirements do not always afford them this opportunity and weapons cleaning is conducted within the RC/Armory Drill Hall areas. If weapons cleaning is conducted within the facility the following is recommended.

- Do not allow weapons to be cleaned or stored within food preparation or food storage areas.
- Ensure personnel clean-up area(s) and tables after each weapons cleaning activity using the prescribed wet methods.
- Tables and/or desks used for weapons cleaning should be permanently marked, "For Weapons Cleaning Only," when utilized as such.
- Tables and desks used for weapons cleaning should not be utilized for other activities or functions conducted within the facility.

d. A technique to clean large areas is to start by cleaning the farthest rooms/areas away from the main entrances and work towards the entrances/exits. This will minimize particulate migration from 'dirty' rooms, or areas, and will reduce the potential for cleaning personnel reintroduction of particulates/debris to the areas previously cleaned.

e. Local and facility conditions will determine the frequency to change/replace Mop/Broom Heads, Cloths, and rinse water used for cleaning. It's important to **rinse, change, and replace frequently and regularly to prevent particulate/debris transfer to other areas** of the facility.

f. Personnel conducting Housekeeping activities outlined should read and understand the requirements within this guide and be briefed and follow the Hazard Assessment (HA): ARNG General Housekeeping Guide, Control of Metal Particulates, i.e. Lead (pb), dated 15 NOV 15, included within Appendix A.

g. Avoid blowing, shaking or like actions that could potentially generate dusts. **Dry sweeping, dusting, wiping or blowing with compressed air is not be permitted.**

h. If treated dust mop method is used - -Do Not Shake Mop head - - have mop head laundered after use or dispose of if disposable type. Always keep used dust mop heads in sealed double plastic bags when stored at RC/Armory. Shaking of mop head could release unwanted contaminants into RC/Armory areas.

**ARNG General Housekeeping Guide  
Control of Metal Particulates, i.e. Lead (pb)**

**4. Personal Hygiene Practices.** Personal hygiene is an important element to protect the employee/workers/yourself from exposures to lead particulate. One most commonly overlooked route of entry to the body is through ingestion. You can also absorb lead through your digestive system if lead gets into your mouth and is swallowed. If you handle food, cigarettes, chewing tobacco, or make-up which may have lead on them, or handle them with hands contaminated with lead, this will contribute to an ingestion hazard. Observing the following simple techniques will reduce the potentials to ingestion hazards.

- During cleaning activities follow the recommended guidelines outlined within the attached IHSW Hazard Assessment - ARNG Readiness Centers (RC) / Armory General Housekeeping - Control of Metal Particulate - Lead (pb)
- Frequently wash face and hands
- Wash hands and faces prior to eating, drinking, using tobacco products, or applying cosmetics
- Ensure activities that generate lead particulate, i.e. weapons cleaning, Indoor Firing Ranges (IFR's), and maintenance activities are positively segregated from food preparation, eating, and non-ARNG group events/activities
- Facilities that contain IFR's follow additional preventive countermeasures and guidelines to reduce/eliminate lead migration into the non-IFR areas of the facility. These guidelines have been developed to ensure occupant health and facility serviceability and must be followed until appropriate remediation/treatment/disposition of these areas have been completed
- Ensure co-located activities, i.e. vehicle/equipment maintenance, remain outside, or segregated from the administrative/common areas of the facility
- Some evaluations have returned with elevated lead levels within Workout Rooms/Gyms as a result from **personnel wearing coveralls/work cloths** into these areas without changing into an appropriate/designated workout/PT uniform or clothing

**5. Waste Disposal.** Personnel must properly dispose of any wastes generated by these process within an appropriate waste stream. Ensure prior consultation with the State ARNG Environmental Directorate to properly identify and follow any State or local laws and guidelines. Some RC/Armories are near, or collocated with a maintenance facility (FMS, CSMS, UTES, etc.) that have an established waste stream and can easily be used to dispose of wastes and storage as necessary.

**6. Associated Equipment.** The following list does not imply the ARNG endorsement of any product, nor does it imply mandatory use. It is simply a list of products recommended and each facility should be able to locate a compatible substitute. Also, this list is not intended to be all inclusive. There may be other items required at the facility that are not prescribed below.

- Cloth Mop head (s) & Mop head holder(s) with handle
- Mop bucket(s) with wringer

**ARNG General Housekeeping Guide  
Control of Metal Particulates, i.e. Lead (pb)**

- Clean cotton rags and/or sponges
- Disposable gloves
- Large barrel (55 gal.) to store wastewater after changing out the dirty scrub water, multiple waste water containers may be needed/required
- Disposable overshoes or rubber boots, if applicable
- HEPA vacuum and associated filters, etc., if applicable
  - Extension cords
- Plastic bags to dispose of waste, preferably 3.0 mil or greater in thickness
- Detergent (surfactant), e.g., Spic-N-Span, Mr. Clean, etc. Ensure to consult Product Safety Data Sheet (SDS) to ensure appropriate precautions are taken
- Spray-on cleaning solution, i.e. Pledge Spray, Aerosol Dust Mop Treatment, etc. Ensure to consult Product Safety Data Sheet to ensure appropriate precautions are utilized
- Disposable Dust Mop/Broom Head, i.e. Mop in a Box (ULine) – can be cut to desired lengths
- Microfiber Dust Mops

**7. Performance of Task.** There are many laws and regulatory guidelines emphasizing lead, lead exposures, and various activities as it relates to lead. Because of this, the occupancies who reside within, conduct housekeeping activities, and perform maintenance and repair activities should be trained/briefed on the precautions they need to take, including Personal Protective Equipment (PPE) required if necessary, to ensure their health and to continually maintain a serviceable facility. The following are provided as the most common laws, guidelines, and tools available outlining some of the requirements and is not all inclusive. It is important to consult all local laws and guidelines to ensure regulatory compliance and occupant health.

- Department of Defense Instruction (DODI) 6055.01, Appendix to Enclosure 4 – Appendix to Enclosure 4 Implementing Guidance for Controlling Surface Contamination in Operations Using Lead, Hexavalent Chromium, and Cadmium, dated 14 OCT 2014
- 29 CFR 1910.1200 – Hazard Communication Program
- 29 CFR 1910.1025 – Lead
- 29 CFR 1910.132(d) – Hazard Assessment and Equipment Selection
- 29 CFR 1910.132 – Subpart I, Personnel Protective Equipment and General Requirements

**ARNG General Housekeeping Guide  
Control of Metal Particulates, i.e. Lead (pb)**

- Hazard Assessment (HA): IHSW ARNG Readiness Centers and Armory General Housekeeping Lead, dated 15 NOV 15, reference Appendix A.

**8. Post Housekeeping Activities.**

- Housekeeping personnel should thoroughly wash hands, face, and areas that may have been affected during these tasks
- Properly dispose of waste materials and water in an appropriate waste stream.

**9. Supervision.** Good supervision is another important work practice that ensures proper work practices are followed. To ensure control measures are effective and the housekeeping practices adequately control lead particulate within RC/Armory, it is important for the State Industrial Hygiene Technician complete annual wipe sampling to verify.

Appendix A

**IH HAZARD  
ASSESSMENT**  
IHSW ARNG

**ARNG General Housekeeping Guide  
Control of Metal Particulates, i.e. Lead (pb)**  
(15 NOV 15)

**LOCATION:** ARNG Readiness (RC's)/Armory and other like Facilities

**DEVELOPED FROM:** Multiple Industrial Hygiene Site Assistance Visits (IHSAV's)/Evaluations, initial dated May 1-4, 2014

**GENERAL DESCRIPTION:** Traditional Guardsman and other ARNG personnel perform general housekeeping/cleaning activities/responsibilities throughout the facility. Personnel use an effective approved method that minimizes the likelihood of generating dusts within the facility environment (for example, a wet mopping, wet floor scrubber, disposable treated dust mop/broom head system, wet cloth/towelettes, or HEPA Vacuum Systems). Note, a proven method that is effective for entraining floor particulates during floor sweeping activities is to treat (application of a cleaning solution) dust mop heads increasing collection efficiency, i.e. Cotton Dust Mop, or a Microfiber Dust Mop. Personnel may use wet-cloths or towelettes to clean fixtures, desks, tables, etc.

To ensure lead containing debris and waste is properly removed from facility all waste generated during cleaning activities should be disposed of through the appropriate waste stream.

This Hazard Assessment (HA) has been prepared for operations under normal conditions.

**HAZARDS OBSERVED:**

- Lead particulate on horizontal surfaces, floors, fixtures (desks), cabinet tops, etc. within facility
- Lead particulate inside cabinets, lockers, etc.
- Personnel using ladders, step stools, etc. to access areas difficult to reach
- Potential slips and falls from wet floor surfaces when wet methods are employed
- It is important to consult cleaning solution Safety Data Sheets (SDS) to ensure proper PPE and applications are followed

**PERSONAL PROTECTIVE EQUIPMENT (PPE) Required:**

- **Hand Protection:** Disposable type gloves, dispose through appropriate waste stream
- **Torso Protection:** None Required under normal conditions
- **Eye Protection:** None Required under normal conditions
- **Foot Protection:** None required under normal conditions
- **Head Protection:** None Required under normal conditions
- **Respiratory Protection:** None Required. Personal conducting these processes must employ the wet methods, or appropriate vacuum systems, as outlined within the accompanying ARNG General Housekeeping Guide
- **Hearing Protection:** None Required under normal conditions

**PRIMARY PROCESS HAZARDOUS MATERIALS:**

Product name	NSN	CAS
Lead (pb)	N / A	7439-92-1
Cleaning Solution	TBD by Local Command	TBD by local Command
TBD = To Be Determined IAW with local policies, practices, and products authorized for use		

Appendix A

**IH HAZARD  
ASSESSMENT**  
IHSW ARNG

**ARNG General Housekeeping Guide  
Control of Metal Particulates, i.e. Lead (pb)**  
(15 NOV 15)

**MEDICAL SURVEILLANCE REQUIRED:**

None required. However, it is important for consultation with the State Occupational Health Manager to determine/confirm appropriate medical surveillance requirements

**OTHER OBSERVATIONS/REQUIREMENTS:**

- Use of Vacuum Systems (HEPA) may require additional training and maintenance IAW State and Local Laws and the manufactures recommendations/requirements
- Recommend personnel involved with cleaning activities are briefed/trained with hazards associated with this process, protective equipment use and limitations, and protective measures they need to take to ensure their health (reference 29 Code of Federal Regulations (CFR) 1910.1025, Appendix A as a guide)

**HAZARD ASSESSMENT EVALUATIONS:**

Date of last assessment: May 2014

Date anticipated for next assessment May 2015

NOTE: Reassessment may not be needed until a change in operation occurs (i.e., chemical change/use, new location, new equipment, etc.)

**INDIVIDUAL PREPARING THIS ASSESSMENT:**

_____	_____	_____
IHSW Staff	//////////s//////////	15 NOV 15
<i>Print Name</i>	<i>Signature</i>	<i>Preparation Date</i>
_____	_____	_____
(916) 854-1490	10510 Superfortress Ave, Mather, CA 95655	
<i>Contact Phone Number</i>	<i>Contact Address</i>	

**State Occupational Health Manager Review:**

_____	_____	_____
<i>Print Name</i>	<i>Signature</i>	<i>Review Date</i>
_____	_____	_____
<i>Contact Phone Number</i>	<i>Contact Address</i>	

**State Safety (SOHM) Review:**

_____	_____	_____
<i>Print Name</i>	<i>Signature</i>	<i>Review Date</i>
_____	_____	_____
<i>Contact Phone Number</i>	<i>Contact Address</i>	





## Contract Summary Form

Mercy House Living Centers, Inc.

### Subcontractors

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Breakdown	
	Service(s)
Quakleen Co.	Janitorial
Waste Management and Republic Services	Disposal
Haul Away	Storage Bins
Orange County Rescue Mission	Meals
800 Laundry	Food Delivery
Essential Transportation	Transportation
All Action Security	Security
800 Laundry	Laundry

### Contract Operating Expenses

Proposed Activities	County Funds	SSA Fund	Total Budget (Col. 1 + Col. 2)
1. Administration Costs	\$84,760		\$84,760
2. Operating Costs	\$938,269	\$191,080	\$1,129,349
3. Rapid Rehousing	\$64,030	\$372,170	\$436,200
4. HMIS	\$9,605		\$9,605
<b>TOTAL</b>	<b>\$1,096,664</b>	<b>\$563,250</b>	<b>\$1,659,914</b>

# RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

Use this form to request a Risk Assessment and determine Proper Insurance Requirements when developing an RFP-RFB, RFI or Contract/Agreement

DATE SUBMITTED: 1/14/2016

TO: CEO/Risk Management/600 W. Santa Ana Blvd., Suite 105 Fax: 714-285-5599  
or e-mail this form to RiskMgmtInsurance@ocgov.com with Scope of Work and Contract/Agreement Insurance Provisions. **If this is a renewal, attach prior Risk Management Approval(s).**

FROM: Kelly Lupro OCCR-HCD/HP  
County Employee (Contact For Questions) County Department

kelly.lupro@occr.ocgov.com 714-480-2744  
County E-Mail Address Phone # (inc. area code) Fax # (inc. area code)

Note: The above action is advisory to departments as to risk assessment and protection. Any change in a current contract/agreement requires formal modification unless contract/agreement specifically delegates to County Risk Manager authority to modify insurance requirements.

CONTRACT TYPE:  Commodities  Public Works  Service  Human Services  
 Consultant Svcs.  Fixed Asset  A & E  Other License Agreement

Vendor Name: California National Guard Contract ID/RFP I.D. Number: \_\_\_\_\_

Bid: YES  NO  Contract Amount: \_\_\_\_\_

### Insurance Type To Be Reviewed for Waiver or Modification of Terms

Commercial General Liability  Workers' Compensation  Property Insurance  
 Commercial Auto Liability  Employer's Liability  Sexual Misconduct  
 Contractual Liability  Other  Indemnification  
 Professional Liability (Errors & Omissions)  Limitation of Liability

**Request and Justification:** (add another page if necessary)

The California National Guard is requiring self-insurance from the County indemnifying the State from liability and claims in order to use the Armory facilities for the Armory Emergency Shelter Program.

### To Be Completed By CEO/Risk Management

Approved  Denied  Approved as Modified

Comments: sole indemnification of CMG is acceptable since the county is using their facility

Phonda Marshall  
Manager/CEO/Risk Management

11/14/16  
Date



County Executive Office

S49B

Memorandum

November 17, 2016

To: Clerk of the Board of Supervisors  
From: Frank Kim, County Executive Officer  
Subject: Exception to Rule 21

NOV 17 PM 2:00  
001

The County Executive Office is requesting a supplemental for the November 22, 2016, Board Hearing Meeting.

Agency: Registrar of Voters  
Subject: Appointment of District Officers in Lieu of Election - Capistrano Bay, Three Arch Bay & Surfside Districts  
Districts: 2, 5

**Reason for supplemental:** In accordance with Elections Code Section 10515, the appointments shall be made prior to the Monday before the first Friday in December 2016. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:   
Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors  
County Executive Office  
County Counsel



**SUPPLEMENTAL AGENDA ITEM  
 AGENDA STAFF REPORT**

**MEETING DATE:** 11/22/2016  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** 2 & 5  
**SUBMITTING AGENCY/DEPARTMENT:** Registrar of Voters  
**DEPARTMENT HEAD REVIEW:** [Signature]  
*Department Head Signature*  
**DEPARTMENT CONTACT PERSON(S):** Neal Kelley (714) 567-5139  
 Molly Yriarte (714) 567-5126

2016 NOV 17 PM 2:02  
 2016

**SUBJECT:** Appointment of District Officers in Lieu of Election - Capistrano Bay, Three Arch Bay & Surfside Districts

<p><b>CEO CONCUR</b></p> <p><u>[Signature]</u></p> <p><i>CEO Signature</i></p>	<p><b>COUNTY COUNSEL REVIEW</b></p> <p><u>No Legal Objection</u></p> <p><i>Action</i></p> <p><u>[Signature]</u></p> <p><i>County Counsel Signature</i></p>	<p><b>CLERK OF THE BOARD</b></p> <p>Discussion Calendar</p> <p>3 Votes Board Majority</p>
--	--	---

**Budgeted:** N/A                      **Current Year Cost:** N/A                      **Annual Cost:** N/A

**Staffing Impact:** N/A                      **# of Positions:** N/A                      **Sole Source:** N/A

**Current Fiscal Year Revenue:** N/A

**Funding Source:** N/A                      **County Audit in last 3 years** No

**Prior Board Action:** N/A

**RECOMMENDED ACTION(S)**

1. Appoint in lieu of election Michael Haack and Ambrose Mastro, or other persons, who were qualified on the date of the November 8, 2016 General Election, to four-year terms as Directors of the Capistrano Bay Community Services District, with the appointees to take office at noon on December 5, 2016.
2. Appoint in lieu of election Elizabeth Gapp or other person, who was qualified on the date of the November 8, 2016 General Election, to a four-year term as Director of the Three Arch Bay Community Services District, with the appointee to take office at noon on December 5, 2016.
3. Appoint in lieu of election Linda Garogalo, or other person, who was qualified on the date of the November 8, 2016 General Election, to a four-year term as Director of the Surfside Colony Storm Water Protection District, with the appointee to take office at noon on December 5, 2016.

**SUMMARY:**

Appointment in lieu of election of persons who were qualified on the date of the November 8, 2016 General Election to elective offices for which no persons filed a Declaration of Candidacy will support compliance with Elections Code Section 10515.

**BACKGROUND INFORMATION:**

The Registrar of Voters certifies that no persons filed a Declaration of Candidacy for two full-term elective offices of Directors of the Capistrano Bay Community Services District. In addition, the Registrar of Voters certifies that no persons filed a Declaration of Candidacy for one full-term elective office of Director of the Three Arch Bay Community Services District. Lastly, the Registrar of Voters certifies that no person filed a Declaration of Candidacy for one full-term elective office of Director of the Surfside Colony Storm Water Protection District. The Registrar of Voters further certifies that petitions have not been filed pursuant to California Elections Code Section 10515, on the 83rd day prior to the date set for the election, requesting that an election be held on November 8, 2016. The Registrar of Voters requests that the Board of Supervisors appoint in lieu of election qualified persons to the elective offices.

Appointment of qualified persons for the Director positions is in accordance with Elections Code Section 10515. The appointments according to law shall be made prior to the Monday before the first Friday in December 2016.

Attached is a letter from the Capistrano Bay Community Services District, Three Arch Bay Community Services District, and Surfside Colony Storm Water Protection District requesting appointment of the above-mentioned individuals to the positions. In addition, attached are the resumes for those recommended.

**FINANCIAL IMPACT:**

N/A

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

- Attachment A - District Letters
- Attachment B - Resumes
- Attachment C - Elections Code Section 10515



## CAPISTRANO BAY DISTRICT

35000 Beach Road Capistrano Beach, CA 92624 Phone: (949) 496-6576 Fax: (949) 487-9224 email: drussell@capobay.org

Board of Directors

A. Masto Pres.  
M. Haack  
K. Breeding  
S. Muller  
C. Clark

Manager  
D.S. Russell

October 20, 2016

OC Registrar of Voters  
1300 So. Grand Ave Bldg C  
Santa Ana, CA 92705  
Attn: Marcia Nielson, Voter Services Manager

RE: Recommendation of Appointment

Dear Marcia,

The terms of two of our board members are expiring this December:

- Ambrose S. Masto
- Michael C. Haack

Both individuals are being recommended for appointment to new four year terms beginning in January 2017 and expiring in December 2020.

Attached are copies of the incumbents' biographical letters which should already be on file with the County.

Sincerely,

*Donal S. Russell*

Donal S. Russell, General Manager  
Capistrano Bay Community Services District



## THREE ARCH BAY

5 BAY DRIVE, LAGUNA BEACH, CALIFORNIA 92651-6780  
(949) 499-4567 FAX: (949) 499-2352  
October 27, 2016

Mrs. Marcia Nielsen  
Orange County Registrar of Voters  
1300 South Grand Avenue Building C  
Santa Ana CA 927505

sent via US Mail and Electronic Mail

Dear Mrs. Nielsen,

The Three Arch Bay Community Services District Board wishes to recommend Elizabeth Gapp to fill the Board's current vacant seat for a four-year term. Please consider acceptance of this appointment in lieu of election.

Do not hesitate to contact me should you need anything further.

Respectfully yours,

Nicki Roknifard  
General Manager  
949-499-4567  
[nicki@threearchbay.org](mailto:nicki@threearchbay.org)

# Surfside Colony Storm Water Protection District

P.O. Box 235  
Surfside, California 90743  
(562) 592-2352

November 11th, 2016

Ms. Marcia Nielsen  
Registrar of Voters  
P.O. Box 11298  
Santa Ana, CA 92711

RE: Recommendation to Appoint in Lieu of Election

Dear Ms. Nielsen:

The Board of the Surfside Colony Storm Water Protection District, in lieu of Election, hereby recommends that Linda Garofalo be appointed to a 4-year term, as Trustee of the Surfside Colony Storm Water Protection District.

Ms. Garofalo has lived in the area for many years and, based on her attached resume, the Board of Trustees of the Surfside Colony Storm Water Protection District believes that she is an ideal candidate to fill the vacant Trustee position.

Please call me at (714) 840-7077 if you should have any questions.

Sincerely,



Chris Montana  
Clerk of the Board

***Mike Haack Bio (received 11-28-11):***

Don,

Here is my Bio~

I was Born and raised in Minnesota, I have lived on Beach Rd. with my wife for 12 years. My Wife was born and raised on Beach Rd. Her Family has been on the road over 60 years. I have been Trained and Shown horses for a living over 25 years.

Presently I manage a Boarding Stables in San Juan, Family Owned and manage a Rental house we own here on Beach Rd. I also have my own Health & Wellness Business.

Thanks,  
Mike Haack

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature  
database 6664 (20111127) \_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

11-14-11

**Ambrose Masto Bio**

Don. I was born in New Haven, Conn. on July 13, 1941. My parents were both born in Amafi Italy. They moved to California when I was five. I grew up in Los Angeles and attended St. Paul's Grammar School, Loyola H.S., Loyola University, and U.S.C. Medical School. I was a Medical Officer in the United States Army. I am a Board Certified General Surgeon and a member of the American College of Surgeons. I practised at St. Joseph-Providence Medical Center in Burbank for 35 years and retired from medical practice in 2007. I am married and have five children, I have been a beach road homeowner since 1989. Sincerely , Ambrose Masto, M.D.

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 6629 (20111114) \_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

Bio - Elizabeth Gapp

- Graduate of Heathfield Ascot School and Secretarial College, both in England
- Married in 1965, Mother of 2 sons
- Helped to start Sally's Fund in 1982 – a non-profit for the elderly in Laguna Beach, also currently on the board of directors for Sally's fund
- Elizabeth has served on the Three Arch Bay Community Services District Board since 2002

**Linda Garofalo**  
[REDACTED]

**Project Coordination, St Bonaventure Church  
Construction and Financial Administration**

Coordination of \$7.5M Church Renovation. Includes slab replacement, HVAC replacement, ADA compliance and liturgical modifications.  
Capital Campaign, Donation and Long Term financing coordination.

**Parish Manager, St Bonaventure Church**

**Major Repairs and Property Improvement Administration:**

Track the age of components of all buildings. Calendar repair needs, identify contractors, receive bids and set work agreements.

**Construction Coordination:**

Planning for property construction, renovation and remodeling, defining property needs, arranging for an architect and following construction.

**Custodial Contract Administration:**

**Maintenance Administration:**

Contracting for sound system, organ, plumbing, electrical, HVAC, painting, telephone system, security, computer, fire systems.

**Custodial and Maintenance Employee Supervision:**

**Building usage scheduling:**

Schedule all events in the various parish buildings.

**Budget preparation:**

Annually project income levels and sources, compile department requests, review income against expenses to produce a balanced budget.

**Monthly financial review:**

Review budget against spending, design and produce various status reports.

**Purchasing:**

**Other Duties:**

Emergency and safety planning, IT support, Staff member on the Finance Council, Parish Council, Facilities Committee and Technology Committee

**Vocational Educator and Administration, CROP and Coastline Community College**

Regional occupational center and community college sites, taught Distributive, Merchandising and Cooperative Education programs. Administrated the emerging Occupational Center and Community College program.

**EDUCATION**

Bachelor of Science University of Arizona - Tucson, Arizona  
Merchandising and Marketing

Post Graduate Studies California State University - Long Beach, CA  
Vocational Education Administration

**ELECTIONS CODE - ELEC****DIVISION 10. LOCAL, SPECIAL, VACANCY, AND CONSOLIDATED ELECTIONS [10000 - 10735]** ( *Division 10 enacted by Stats. 1994, Ch. 920, Sec. 2.*  )**PART 4. UNIFORM DISTRICT ELECTION LAW [10500 - 10556]** ( *Part 4 enacted by Stats. 1994, Ch. 920, Sec. 2.*  )

10515. (a) If, by 5 p.m. on the 83rd day prior to the day fixed for the general district election: (1) only one person has filed a declaration of candidacy for any elective office to be filled at that election, (2) no one has filed a declaration of candidacy for such an office, (3) in the case of directors to be elected from the district at large, the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled at that election, or (4) in the case of directors who must reside in a division but be elected at large, the number of candidates for director at large from a division does not exceed the number required to be elected director at large while residing in that division; and if a petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to the officer conducting the election, he or she shall submit a certificate of these facts to the supervising authority and request that the supervising authority, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint to the office or offices the person or persons, if any, who have filed declarations of candidacy. The supervising authority shall make these appointments.

(b) If no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office.

(c) Where a director must be appointed to represent a division, all or most of which is not within the county governed by the supervising authority, then the board of supervisors of the county within which all or most of that division is located shall be the body to which request for appointment is made and which shall make the appointment.

*(Enacted by Stats. 1994, Ch. 920, Sec. 2.)*



County Executive Office

549C

Memorandum

November 17, 2016

To: Clerk of the Board of Supervisors  
From: Frank Kim, County Executive Officer  
Subject: Exception to Rule 21

NOV 17 11 28 AM '16

The County Executive Office is requesting a supplemental for the November 22, 2016, Board Hearing Meeting.

Agency: Registrar of Voters  
Subject: Appointment of District Officers in Lieu of Election (Various Districts)  
Districts: All Districts

**Reason for supplemental:** In accordance with Elections Code Section 10515, the appointments shall be made prior to the Monday before the first Friday in December 2016. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

\_\_\_\_\_  
Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors  
County Executive Office  
County Counsel

**SUPPLEMENTAL AGENDA ITEM  
AGENDA STAFF REPORT**



**MEETING DATE:** 11/22/2016  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** All Districts  
**SUBMITTING AGENCY/DEPARTMENT:** Registrar of Voters  
**DEPARTMENT HEAD REVIEW:** [Signature]  
*Department Head Signature*  
**DEPARTMENT CONTACT PERSON(S):** Neal Kelley (714) 567-5139  
Molly Yriarte (714) 567-5126

**SUBJECT:** Appointment of District Officers in Lieu of Election (Various Districts)

<b>CEO CONCUR</b> <u>[Signature]</u> <i>CEO Signature</i>	<b>COUNTY COUNSEL REVIEW</b> <u>No Legal Objections</u> <i>Action</i> <u>[Signature]</u> <i>County Counsel Signature</i>	<b>CLERK OF THE BOARD</b> Discussion Calendar  3 Votes Board Majority
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**Budgeted:** N/A                      **Current Year Cost:** N/A                      **Annual Cost:** N/A  
**Staffing Impact:** N/A                      **# of Positions:** N/A                      **Sole Source:** N/A  
**Current Fiscal Year Revenue:** N/A  
**Funding Source:** N/A                      **County Audit in last 3 years** No

**Prior Board Action:** N/A

**RECOMMENDED ACTION(S)**

Appoint in lieu of election the persons on the attached list to offices for which they filed a Declaration of Candidacy. Appointees will take office as stated on the attached list.

**SUMMARY:**

Appointment of persons in lieu of election to the respective elective offices in each district will support compliance with Elections Code Section 10515.

**BACKGROUND INFORMATION:**

The Registrar of Voters certifies the number of persons filing a Declaration of Candidacy for the elective offices in the districts on the attached list is equal to the number of positions to be filled in each district for the November 8, 2016 Presidential General Election. The Registrar of Voters further requests the Board of Supervisors to appoint in lieu of election the nominees, under their jurisdiction, to the respective elective offices in accordance with the provisions of Elections Code Section 10515. For the November 8, 2016

Presidential General Election, the offices under the Board of Supervisors' jurisdiction for which nominees may be appointed in lieu of election are Special Districts Directors/Trustees positions.

In accordance with Elections Code Section 10515, the appointments shall be made prior to the Monday before the first Friday in December 2016. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

**FINANCIAL IMPACT:**

N/A

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A - List of Nominees to be Appointed in Lieu of Election

Attachment B - Elections Code Section 10515

**NOMINEES TO BE APPOINTED IN LIEU OF ELECTION  
NOVEMBER 8, 2016 PRESIDENTIAL GENERAL ELECTION**

<b>DISTRICT</b>	<b>EFFECTIVE DATE</b>	<b>SUPERVISORIAL DISTRICT</b>
BUENA PARK LIBRARY DISTRICT Dennis Salts* Irene Castaneda* Patricia M. Ganer*	12/02/16	4 <sup>th</sup> District
EAST ORANGE COUNTY WATER DISTRICT John L. Sears* Douglass S. Davert*	12/02/16	3 <sup>rd</sup> District
EMERALD BAY SERVICE DISTRICT John L. Marconi* Phil De Carion	12/02/16	5 <sup>th</sup> District
MESA WATER DISTRICT Division 1 Fred Bockmiller* Division 3 Ethan Tamianka*	12/02/16	2 <sup>nd</sup> District
MOULTON NIGUEL WATER DISTRICT Division 5 Brian S. Probolsky* Division 6 Duane D. Cave* Division 7 Gary R. Kurtz*	12/02/16	5 <sup>th</sup> District
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY, DIVISION 3 Wayne Osborne*	12/02/16	1 <sup>st</sup> , 2 <sup>nd</sup> & 4 <sup>th</sup> Districts
ORANGE COUNTY WATER DISTRICT, DIVISION 2 Denis R. Bilodeau*	12/02/16	3 <sup>rd</sup> District
PLACENTIA LIBRARY DISTRICT Gayle Carline* Richard DeVecchio* Elizabeth Minter*	12/02/16	3 <sup>rd</sup> & 4 <sup>th</sup> Districts
ROSSMOOR/LOS ALAMITOS AREA SEWER DISTRICT Van M. Jew* Jim Bell* William C. Poe*	12/02/16	2 <sup>nd</sup> District
SERRANO WATER DISTRICT Division 2 C L (Larry) Pharris* Division 3 Greg Mills Division 5 Jerry L. Haight*	12/02/16	3 <sup>rd</sup> District
SUNSET BEACH SANITARY DISTRICT John H. Woods* Jon Regnier* Graham Hoad*	12/02/16	2 <sup>nd</sup> District

<u>DISTRICT</u>	<u>DATE</u>	<u>DISTRICT</u>
SURFSIDE COLONY STORM WATER PROTECTION DISTRICT Stephen C. Rowe*	12/02/16	2 <sup>nd</sup> District
THREE ARCH BAY COMMUNITY SERVICES DISTRICT Alan H. Anderson* Gary Rubel*	12/02/16	5 <sup>th</sup> District
TRABUCO CANYON WATER DISTRICT Stephen Dopudja* Don Chadd*	12/02/16	3 <sup>rd</sup> and 5 <sup>th</sup> Districts

\*Incumbent



## ELECTIONS CODE - ELEC

**DIVISION 10. LOCAL, SPECIAL, VACANCY, AND CONSOLIDATED ELECTIONS [10000 - 10735]** ( *Division 10 enacted by Stats. 1994, Ch. 920, Sec. 2.*  )

**PART 4. UNIFORM DISTRICT ELECTION LAW [10500 - 10556]** ( *Part 4 enacted by Stats. 1994, Ch. 920, Sec. 2.*  )

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*(Enacted by Stats. 1994, Ch. 920, Sec. 2.)*



OFFICE OF THE COUNTY COUNSEL  
COUNTY OF ORANGE

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LEON J. PAGE  
COUNTY COUNSEL

Agenda Item No. SCS- 2  
November 22, 2016

MEMORANDUM

November 14, 2016

TO: Robin Stieler, Clerk of the Board of Supervisors  
FROM: Leon J. Page, County Counsel  
SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session to be held on Tuesday, November 22, 2016, for the Board to consider initiation of litigation, pursuant to Government Code section 54956.9(d)(4).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL –  
INITIATION OF LITIGATION – Pursuant to Government Code  
Section 54956.9(d)(4).  
Number of Cases: One Case

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

RSL:nr

cc: Members of the Board of Supervisors  
Frank Kim, CEO

2016 NOV 14 6:10:31  
OFFICE OF THE COUNTY COUNSEL  
COUNTY OF ORANGE



OFFICE OF THE COUNTY COUNSEL  
COUNTY OF ORANGE

333 West Santa Ana Boulevard, Suite 407  
Santa Ana, California 92701  
Direct No.: (714) 834-3303  
E-Mail: [leon.page@coco.ocgov.com](mailto:leon.page@coco.ocgov.com)

LEON J. PAGE  
COUNTY COUNSEL

Agenda Item No. SCS- 3  
November 22, 2016

**M E M O R A N D U M**

November 14, 2016

TO: Robin Stieler, Clerk of the Board of Supervisors  
FROM: Leon J. Page, County Counsel  
SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, November 22, 2016, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL --  
EXISTING LITIGATION Pursuant to Government Code Section  
54956.9(d)(1).  
Name of Cases: *Sierra Club, et al. v. City of Highland, et al.*, San  
Bernardino Superior Court Case Number CIVDS 1615347; and  
*Greenspot Residents Association, et al. v. City of Highland, et al.*,  
San Bernardino Superior Court Case Number CIVDS 1615280.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

NMW:nr

cc: Members of the Board of Supervisors  
Frank Kim, CEO

2016 NOV 14 4:10:31

OFFICE



# Continuation or Deletion Request

**Date:** November 16, 2016  
**To:** Clerk of the Board of Supervisors  
**From:** Leon J. Page, County Counsel *Leon J. Page*  
**Re:** ASR Control #: \_\_\_\_\_, Meeting Date 11/22/16 Agenda Item No. # SCS-3  
**Subject:** Sierra Club, et al. v. City of Highland, et al., SBSC Case No. CIVDS  
1615347; and Greenspot Residents Association, et al. v. City of Highland, et al.,  
SBSC Case No. CIVDS 1615280

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Request to continue Agenda Item No. # \_\_\_\_\_ to the \_\_\_\_\_ Board Meeting.

Comments:

Request deletion of Agenda Item No. # SCS-3

Comments:

2016 NOV 16 AM 11:24  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF ORANGE, CALIFORNIA



OFFICE OF THE COUNTY COUNSEL  
COUNTY OF ORANGE

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E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE  
COUNTY COUNSEL

Agenda Item No: SCS-4  
November 22, 2016

**M E M O R A N D U M**

November 14, 2016

TO: Robin Stieler, Clerk of the Board of Supervisors  
FROM: Leon J. Page, County Counsel  
SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session to be held on Tuesday, November 22, 2016, for the Board to consider initiation of litigation pursuant to Government Code section 54956.9(d)(4).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL –  
INITIATION OF LITIGATION – Pursuant to Government Code  
Section 54956.9(d)(4).  
Number of Cases: One Case.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

JCH:nr

cc: Members of the Board of Supervisors  
Frank Kim, CEO

2016 NOV 14 PM 1:30