

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made and entered into _____, 2012, by and between NEW ALTERNATIVES, INC, a California corporation (hereinafter referred to as "LICENSEE") and COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as "COUNTY") without regard to number and gender. The term "COUNTY" shall mean the Board of Supervisors of the political body that executed this agreement or its authorized representative.

1. DEFINITIONS (AMLC-2.1 S)

The following words in this License have the significance attached to them in this clause, unless otherwise apparent from context:

"Auditor-Controller" means the Auditor-Controller, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the Board of Supervisors.

"Board of Supervisors" means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

"Corporate Real Estate" means the OC Public Works, OC Facilities and Real Estate, Corporate Real Estate, County of Orange or upon written notice to LICENSEE, such other entity as shall be designated by the Director of OC Public Works.

"Manager of Corporate Real Estate" means the Manager, OC Public Works, OC Facilities and Real Estate, Corporate Real Estate, County of Orange, or designee or upon written notice to LICENSEE, by the Director of OC Public Works.

"County Counsel" means the County Counsel, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

"County Executive Officer" means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the Board of Supervisors.

"Facilities Services Manager" means the Manager, Social Services Agency/Facilities Services, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the Director of Social Services Agency.

"Risk Manager" means the Manager of County Executive Office, Risk Management, for the County of Orange, or upon written notice to LICENSEE, such entity as shall be designated by the County Executive Officer.

"SSA Director" means the Director, Social Services, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

2. TERM (AMLC-3.1 S)

The term of this License shall be three (3) years commence on July 1, 2012 ("Commencement Date"), and terminate on June 30, 2015, unless terminated as provided in Clause 3 (TERMINATION) of this License.

3. TERMINATION (AMLC-3.3 S)

This License shall be revocable by either COUNTY or LICENSEE at any time; however, as a courtesy to LICENSEE, SSA Director, will attempt to give thirty (30) days written notice to LICENSEE upon revocation.

4. LICENSE AREA (AMLC-4.2 S)

COUNTY grants to LICENSEE the right to use that certain property hereinafter referred to as "License Area," described in Exhibit "A" and shown on Exhibit "B" which exhibits are attached hereto and by reference made a part hereof, together with non-exclusive, in common use of COUNTY's elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common areas appurtenant to COUNTY's property adjacent to the License Area.

5. PARKING (AMLC-4.4 S)

COUNTY shall provide twenty (20) parking space(s) for LICENSEE's free and non-exclusive use in the adjacent parking lot. Said location of parking space(s) shall be determined by the Facilities Services Manager.

6. USE (AMLC-5.1 S)

LICENSEE's use of the License Area shall be limited to the provision of temporary transitional housing and independent living skills services under the auspices of "Transitional Housing Program Plus (THP+)" for fourteen (14) young adults, ages eighteen (18) to twenty-four (24) years, who have emancipated from Orange County's foster/group home care.

LICENSEE agrees not to use the License Area for any other purpose nor to engage in or permit any other activity within or from the License Area without prior written consent from the Facilities Services Manager. LICENSEE further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the License Area, not to commit or permit to be committed waste on the License Area, and to comply with all governmental laws and regulations in connection with its use of the License Area.

NO ALCOHOLIC BEVERAGES OR TOBACCO PRODUCTS SHALL BE SOLD OR CONSUMED WITHIN THE LICENSE AREA.

7. LICENSE FEE (AMLC-6.1 S)

LICENSEE agrees to pay COUNTY from and after the effective date of this License the sum of Ten Thousand One Hundred Ninety Three Dollars (\$10,193) per month as a fee for the use of the License Area ("License Fee").

The monthly License Fee shall be payable in advance, without prior notice or demand on the first day of each calendar month while this License is in effect without deduction or offset in lawful money of the United States.

In the event the obligation to pay the License Fee begins or terminates on some day other than the first day or last day of the month, the License Fee shall be prorated to reflect the actual period of use on the basis of a thirty (30) day month. The fee for any partial calendar month during which this License becomes effective will be payable on such effective date.

8. PAYMENT PROCEDURE (AMLC-7.1 N)

All payments shall be delivered to the County of Orange, Office of the Auditor-Controller, P. O. Box 567 (630 N. Broadway), Santa Ana, California 92702. The designated place of payment may be changed at any time by COUNTY upon ten (10) days written notice to LICENSEE. License Fee payments may be made by check payable to the County of Orange. Said License Fee payment shall include a payment voucher indicating that the payment is for the monthly License Fee for operation of a Residential Home for services related to the Transitional Residential Homes (Building E) at the Tustin Family Campus in Tustin, California. A duplicate copy of the payment voucher shall be mailed to the County of Orange, Social Services Agency, 888 North Main Street, Santa Ana, California, 92701, Attention: Facilities Services Manager. LICENSEE assumes all risk of loss if payments are made by mail.

No payment by LICENSEE or receipt by COUNTY of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as payment be deemed an accord and satisfaction, and COUNTY shall accept such check or payment without prejudice to COUNTY's right to recover the balance of said payment or pursue any other remedy in this License.

9. CHARGE FOR LATE PAYMENT (AMLC-7.2 S)

LICENSEE hereby acknowledges that late payment of sums due hereunder will cause COUNTY to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to costs such as administrative processing of delinquent notices, increased accounting costs, etc.

Accordingly, if any payment pursuant to this license is not received by COUNTY by the due date, a late charge of one and one-half percent (1.5%) of the payment due and unpaid plus \$100 shall be added to the payment, and the total sum shall become immediately due and payable to the COUNTY. An additional charge of one and one-half percent (1.5%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid.

LICENSEE and COUNTY hereby agree that such late charges represent a fair and reasonable estimate of the costs that COUNTY will incur by reason of LICENSEE's late payment.

Acceptance of such late charges (and/or any portion of the overdue payment) by COUNTY shall in no event constitute a waiver of LICENSEE's default with respect to such overdue payment, or prevent COUNTY from exercising any of the other rights and remedies granted hereunder.

10. UTILITIES, JANITORIAL, MAINTENANCE AND REPAIR (AMLC-9.3 N)

COUNTY shall be responsible for all charges for utilities (water, gas, electricity, and sewer). County shall also be responsible for all maintenance and repairs (including but not limited to: fire alarm, fire extinguisher, HVAC system, elevator maintenance, landscaping, pest control, and trash collection). LICENSEE shall be responsible for telephone service, cable service, internet service, and janitorial service.

11. CONSTRUCTION AND/OR ALTERATION BY LICENSEE (AMD2.1 N)

COUNTY's Consent. No structures, improvements, or facilities shall be constructed, erected, altered, or made within the License Area without prior written consent of Facilities Services Manager. Any conditions relating to the manner, method, design, and construction of said structures, improvements, or facilities fixed by the Facilities Services Manager as a condition to granting such consent, shall be conditions hereof as though originally stated herein. LICENSEE may, at any time and at its sole expense, install and place business fixtures and equipment within any building constructed by LICENSEE.

Strict Compliance with Plans and Specifications. All improvements constructed by LICENSEE within the License Area shall be constructed in strict compliance with detailed plans and specifications approved by Facilities Services Manager.

12. MECHANICS LIENS OR STOP-NOTICES (AMD4.1 S)

LICENSEE shall at all times indemnify, defend with counsel approved in writing by COUNTY and save COUNTY harmless from all claims, losses, demands, damages, cost, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the License Area, and from the cost of defending against such claims, including attorney fees and costs.

In the event a lien or stop-notice is imposed upon the License Area as a result of such construction, repair, alteration, or installation, LICENSEE shall either:

A. Record a valid Release of Lien, or

B. Procure and record a bond in accordance with Section 3143 of the Civil Code, which frees the Premises from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should LICENSEE fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, the License shall be in default and shall be subject to immediate termination.

13. OWNERSHIP OF IMPROVEMENTS (AMD6.1 N)

All improvements, exclusive of trade fixtures, constructed or placed within the License Area by LICENSEE must, upon completion, be free and clear all liens, claims, or liability for labor or material and at COUNTY's option shall be the property of COUNTY at the expiration of this License or upon earlier termination hereof. COUNTY retains the right to require LICENSEE, at LICENSEE's cost, to remove all LICENSEE's improvements located on the License Area at the expiration or termination hereof.

14. INSURANCE (ALMC10.1 S)

LICENSEE agrees to purchase all required insurance at LICENSEE's expense and to deposit with the COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this License have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the COUNTY during the entire term of this License. This License shall automatically terminate at the same time LICENSEE's insurance coverage is terminated. If within ten (10) business days after termination under this Clause LICENSEE obtains and provides evidence of the required insurance coverage acceptable to Facilities Services Manager, this License may be reinstated at the sole discretion of Facilities Services Manager.

LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Facilities Services Manager. In no cases shall assurances by LICENSEE, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Facilities Services Manager will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. LICENSEE also agrees that upon cancellation, termination, or expiration of LICENSEE's insurance, COUNTY may take whatever steps are necessary to interrupt any operation from or on the License Area until such time as the Facilities Services Manager reinstates the License.

If LICENSEE fails to provide Facilities Services Manager with a valid certificate of insurance and endorsements, or binder at any time during the term of the License, COUNTY and LICENSEE agree that this shall constitute a material breach of the License. Whether or not a notice of default has or has not been sent to LICENSEE, said material breach shall permit COUNTY to take whatever steps necessary to interrupt any operation from or on the License Area, and to prevent any persons, including, but not limited to, members of the general public, and LICENSEE's employees and agents, from entering the License Area until such time as Facilities Services Manager is provided with adequate evidence of insurance required herein. LICENSEE further agrees to hold COUNTY harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the COUNTY's action.

All contractors performing work on behalf of LICENSEE pursuant to this License shall obtain insurance subject to the same terms and conditions as set forth herein for LICENSEE. LICENSEE shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by COUNTY from the LICENSEE under this License. It is the obligation of LICENSEE to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the License Area. Such proof of insurance must be maintained by LICENSEE through the entirety of this License and be available for inspection by a COUNTY representative at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by County's Risk Manager.

If LICENSEE fails to maintain insurance acceptable to COUNTY for the full term of this License, COUNTY may terminate this License.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the **Best's key Rating Guide/Property-Casualty/United States or ambest.com**.

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO /Risk management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by LICENSEE shall provide the minimum limits and coverage as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Licensee's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy)

Insurance certificates should be forwarded to COUNTY address provided in Clause 18 (NOTICES) below or to an address provided by Facilities Services Manager. LICENSEE has ten (10) business days to provide adequate evidence of insurance or this License may be cancelled.

COUNTY expressly retains the right to require LICENSEE to increase or decrease insurance of any of the above insurance types throughout the term of this License. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify LICENSEE in writing of changes in the insurance requirements. If LICENSEE does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this License may be in breach without further notice to LICENSEE, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit LICENSEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this License, nor in any way to reduce the policy coverage and limits available from the insurer.

15. OPERATIONS (AMLC-11.1 N)

LICENSEE shall keep and maintain the License Area and all improvements of any kind in good condition and in substantial repair. COUNTY will, on LICENSEE's behalf, provide all maintenance and repairs to the License Area during the term of the License. LICENSEE is required to notify COUNTY of any and all necessary maintenance and repairs to the License Area on a timely basis.

LICENSEE expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of COUNTY and in compliance with all applicable laws. LICENSEE further agrees to provide approved containers for trash and garbage and to keep the License Area free and clear of rubbish and litter. COUNTY shall have the right to enter upon and inspect the License Area at any time for cleanliness and safety.

LICENSEE shall designate in writing to COUNTY an on site representative who shall be responsible for the day to day operation and level of maintenance, cleanliness, and general order.

16. TERMINATION OF PRIOR AGREEMENTS (AMLC-12.1 S)

It is mutually agreed that this License shall terminate and supersede any prior agreements between the parties hereto covering all or any portion of the License Area. Notwithstanding the foregoing, this provision shall not release Licensee from any obligations under any prior agreements to be performed through the effective date of this Agreement or from any obligations of indemnification based upon events occurring prior to the effective date of this Agreement.

17. LIMITATION OF THE LICENSE (AMLC-13.1 S)

This License and the rights and privileges granted LICENSEE in and to the License Area are subject to all covenants, conditions, restrictions, and exceptions of record or apparent from a physical inspection of the License Area. Nothing contained in this License or in any document related hereto shall be construed to imply the conveyance to LICENSEE of rights in the License Area, which exceed those owned by COUNTY.

18. NOTICES (AMLC-14.1 S)

All notices pursuant to this License shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail in the State of California duly registered or certified with postage prepaid. If any notice is sent by registered or certified mail, as aforesaid, the same shall be deemed served or delivered twenty-four (24) hours after mailing thereof as above provided. Notwithstanding the above, COUNTY may also provide notices to LICENSEE by personal delivery, by regular mail, or by electric mail and any such notice so given shall be deemed to have been given upon receipt.

TO: COUNTY

County of Orange
Social Services Agency
888 N. Main Street
Santa Ana, CA 92701-3158
Facilities Services Manager

TO: LICENSEE

New Alternatives, Inc
3589 Fourth Avenue
San Diego, CA 92103
Assistant Executive Director

GA 1213-185-3
SSA/New Alternatives
15405 Lansdowne, Tustin

19. ATTACHMENTS TO LICENSE (AMLC-15.1 S)

This License includes the following, which are attached hereto and made a part hereof:

I. GENERAL CONDITIONS

II. Exhibit A-License Description

III. Exhibit B-Plot Plan

IV. Exhibit C – Best Management Practices

//
//
//

IN WITNESS WHEREOF, the parties have executed this License the day and year first above written.

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

LICENSEE
New Alternatives, Inc.

By 
Deputy


By 
Assistant Executive Director

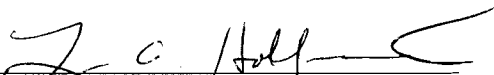
Date: 2/29/12

Tim Parley
Print Name

RECOMMENDED FOR APPROVAL

SOCIAL SERVICES AGENCY

By 
Mike Ryan
Chief Deputy Director

By 
Lisa A. Hollingworth, Real Property Manager

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF
THE BOARD OF SUPERVISORS
PER GC § 25103, RESO. 79-1535

COUNTY
COUNTY OF ORANGE

Attest:

BY: _____
Clerk of the Board of Supervisors
of Orange County, California

BY: _____
Chair, Board of Supervisors
Orange County, California

I. GENERAL CONDITIONS (AMLC-GC 1-17 S)

1. PERMITS AND LICENSES (AMLC - GC2 S)

LICENSEE shall be required to obtain any and all permits and/or licenses which may be required in connection with the operation of the License Area as set out herein. No permit, approval, or consent given hereunder by COUNTY, in its governmental capacity, shall affect or limit LICENSEE's obligations hereunder, nor shall any approvals or consents given by COUNTY, as a party to this License Agreement, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

2. SIGNS (AMLC-GC3 S)

LICENSEE agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon License Area except as approved by Facilities Services Manager. Unapproved signs, banners, flags, etc., may be removed.

3. LICENSE ORGANIZATION (AMLC-GC4 S)

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

4. AMENDMENTS (AMLC-GC5 S)

This License is the sole and only agreement between the parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both parties.

5. UNLAWFUL USE (AMLC-GC6 S)

LICENSEE agrees no improvements shall be erected, placed upon, operated, nor maintained on the License Area, nor any business conducted or carried on therein or there from, in violation of the terms of this License, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

6. INSPECTION (AMLC-GC7 S)

COUNTY or its authorized representative shall have the right at all reasonable times to inspect the operation to determine if the provisions of this License are being complied with.

7. INDEMNIFICATION (AMLC-GC8 S)

LICENSEE hereby waives all claims and recourse against COUNTY including the right of contribution for loss or damage of persons or property arising from, growing out of, or in any way connected with or related to this License except claims arising from the concurrent active or sole negligence of COUNTY, its officers, agents, and employees. LICENSEE hereby agrees to indemnify, hold harmless, and defend with counsel

acceptable to COUNTY, its officers, agents, and employees against any and all claims, loss, demands, damages, cost, expenses, or liability costs arising out of the operation, use, or maintenance of the property described herein, and/or LICENSEE's exercise of the rights under this License, except for liability arising out of the concurrent active or sole negligence of COUNTY, its officers, agents, or employees, including the cost of defense of any lawsuit arising there from.

In the event COUNTY is named as co-defendant, LICENSEE shall notify COUNTY of such fact and shall represent COUNTY with counsel acceptable to COUNTY in such legal action unless COUNTY undertakes to represent itself as co-defendant in such legal action, in which event LICENSEE shall pay to COUNTY its litigation costs, expenses, and attorney's fees. In the event judgment is entered against COUNTY and LICENSEE because of the concurrent active negligence of COUNTY and LICENSEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

8. TAXES AND ASSESSMENTS (AMLC-GC9 S)

Although not anticipated, should this License create a possessory interest which is subject to the payment of taxes levied on such interest, it is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable in connection with this License or upon fixtures, equipment, or other property used in connection with this License, shall be the full responsibility of LICENSEE, and LICENSEE shall cause said taxes and assessments to be paid promptly.

9. PARTIAL INVALIDITY (AMLC-GC10 S)

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

10. WAIVER OF RIGHTS (AMLC-GC11 S)

The failure of COUNTY to insist upon strict performance of any of the terms, covenants, or conditions of this License shall not be deemed a waiver of any right or remedy that COUNTY may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the License. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being waived.

11. CONDITION OF LICENSE AREA UPON TERMINATION (PMG19.1 N)

Except as otherwise agreed to herein, upon termination of this License, LICENSEE shall redeliver possession of said Premises to COUNTY in substantially the same condition that existed immediately prior to LICENSEE entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war, excepted. References to the "termination of the License" in this License shall include termination by reason of the expiration of the license term.

12. DISPOSITION OF ABANDONED PERSONAL PROPERTY (AMLC-GC13 S)

If LICENSEE abandons the License Area or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to LICENSEE and left on the License Area 10 days after such event shall be deemed, at COUNTY's option, to have been transferred to COUNTY. COUNTY shall have the right to remove and to dispose of such property without liability there from to LICENSEE or to any person claiming under LICENSEE, and shall have no need to account therefore.

13. TIME OF ESSENCE (AMLC-GC14 S)

Time is of the essence of this License Agreement. Failure to comply with any time requirements of this License shall constitute a material breach of this License.

14. NO ASSIGNMENT (AMLC-G15 S)

The License granted hereby is personal to LICENSEE and any assignment of said license by LICENSEE, voluntarily or by operation of law, shall automatically terminate the License granted hereby.

15. CHILD SUPPORT ENFORCEMENT REQUIREMENTS (AMLC-GC16 S)

In order to comply with child support requirements of the County of Orange, LICENSEE hereby furnishes COUNTY's Facilities Services Manager, COUNTY's standard form, Child Support Enforcement Certification Requirements. COUNTY acknowledges receipt of the aforementioned form, which contains the following information:

- a) In the case where LICENSEE is doing business as an individual, LICENSEE's name, date of birth, Social Security number, and residence address;
- b) In the case where LICENSEE is doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c) A certification that the LICENSEE has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d) A certification that the LICENSEE has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of LICENSEE to continuously comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this License. Failure to cure such breach within sixty (60) calendar days of notice from COUNTY's shall constitute grounds for termination of this License.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and will not be used for any other purpose

16. RIGHT TO WORK AND MINIMUM WAGE LAWS (AMLC-GC17 S)

In accordance with the United States Immigration Reform and Control Act of 1986, LICENSEE shall require its employees that directly or indirectly service the License Area or terms and conditions of this License, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. LICENSEE shall also require and verify that its contractors or any other persons servicing the License Area or terms and conditions of this License, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, LICENSEE shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the License Area, in any manner whatsoever. LICENSEE shall require and verify that all its contractors or other persons servicing the License Area on behalf of the LICENSEE also pay their employees no less than the greater of the Federal or California Minimum Wage.

LICENSEE shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the License Area or terms and conditions of this License.

Notwithstanding the minimum wage requirements provided for in this clause, LICENSEE, where applicable, shall comply with the prevailing wage and related requirements pursuant to the provisions of Section 1773 of the Labor Code of the State of California.

17. BEST MANAGEMENT PRACTICES (AMLC 15.1 S)

LICENSEE and all of LICENSEE's, agents, employees and contractors shall conduct operations under this License so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (NPDES) permits ("Stormwater Permits") to the County of Orange, and to the Orange County Flood Control District (DISTRICT) and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including the License Area. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the COUNTY's LIP in the form

of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

BMP Fact Sheets that apply to uses authorized under this License include the BMP Fact Sheets that are attached hereto as "Exhibit C." These BMP Fact Sheets may be modified during the term of the License; and COUNTY's Facilities Services Manager shall provide LICENSEE with any such modified BMP Fact Sheets. LICENSEE, its agents, contractors, representatives and employees and all persons authorized by LICENSEE to conduct activities on the License Area shall, throughout the term of this License, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this License commences or as the Stormwater Permits may be modified. LICENSEE agrees to maintain current copies of the BMP Fact Sheets on the License Area throughout the term of this License. The BMPs applicable to uses authorized under this License must be performed as described within all applicable BMP Fact Sheets.

LICENSEE may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the COUNTY's Facilities Services Manager for review and approval prior to implementation.

COUNTY's Facilities Services Manager may enter the License Area and/or review LICENSEE's records at any time to assure that activities conducted on the License Area comply with the requirements of this section. LICENSEE may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section.

18. PAYMENT CARD COMPLIANCE (AMLC-G15 S)

Should LICENSEE conduct credit/debit card transactions in conjunction with their business with the COUNTY, on behalf of the COUNTY, or as part of the business that they conduct, LICENSEE covenants and warrants that it is currently Payment Card Industry Data Security Standard (PCI DSS) and Payment Application Data Security Standards (PA DSS) compliant and will remain compliant during the entire duration of this License. LICENSEE agrees to immediately notify COUNTY in the event LICENSEE should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) days of the commencement of any such interruption.

Upon demand by COUNTY, LICENSEE shall provide to COUNTY written certification of LICENSEE's PCI/DSS and/or PA DSS compliance.

//

//

GA 1213-185-3
SSA/New Alternatives
15405 Lansdowne, Tustin

LICENSE DESCRIPTION (10.1 S)

PROJECT NO: GA 1213-185-3

DATE: 11/30/11

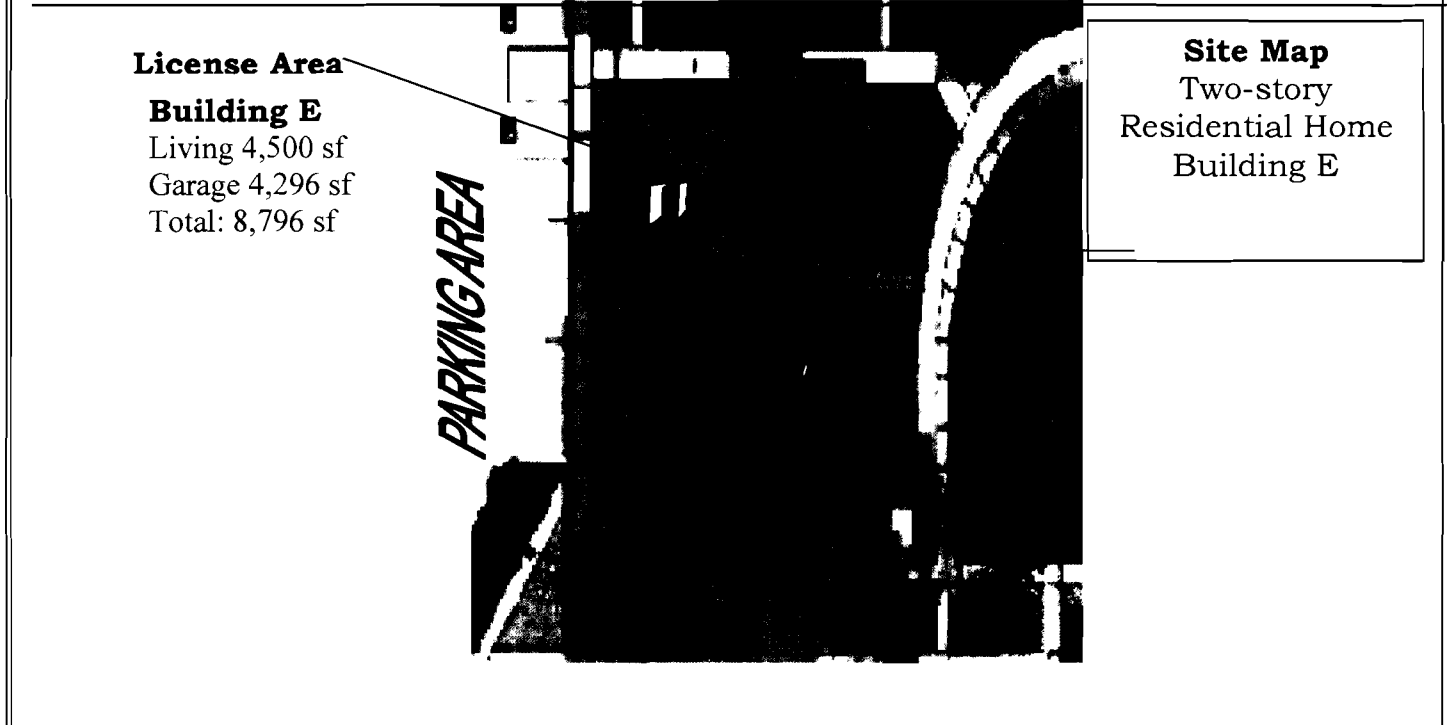
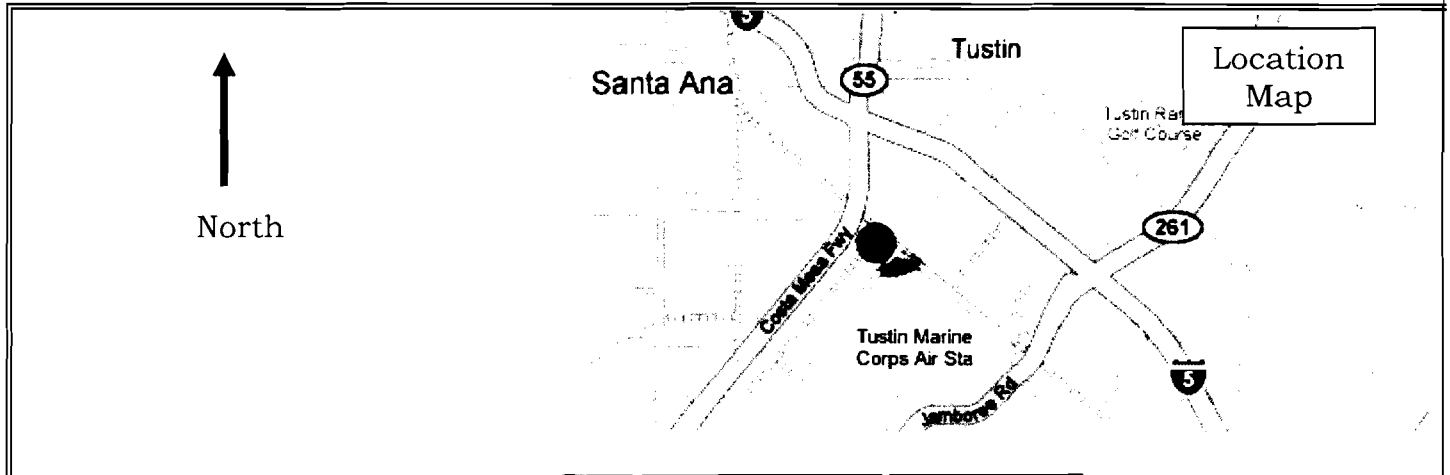
PROJECT: License with New Alternatives, Inc
Tustin Family Campus
Transitional Residential Home (Building E)
15405 Lansdowne Road, Tustin

WRITTEN BY: LAH

All the License Area referenced on a Plot Plan marked Exhibit B, attached hereto and made a part hereof, being Eight Thousand Seven Hundred Ninety Six (8,796) rentable square feet of COUNTY-designated space for LICENSEE's non-exclusive use, located at 15405 Lansdowne Road Building E, in the City of Tustin, County of Orange, State of California, together with the non-exclusive use of twenty (20) parking spaces in the adjacent parking lot.

NOT TO BE RECORDED

EXHIBIT A



REDHILL AVE

Project Number GA 1213-185-3
15405 Lansdowne, Tustin

Prepared By: EAS

Checked By: LAH

Date: 11/30/11

COUNTY OF ORANGE
Social Services Agency

EXHIBIT B – PLOT PLAN

EXHIBIT C

BEST MANAGEMENT PRACTICES SHEETS

- 1. BUILDING MAINTENANCE (IC3)**
- 2. LANDSCAPE (IC7)**
- 3. SPILL PREVENTION (IC17)**

IC3. BUILDING MAINTENANCE

Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner¹. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	
Metals	x
Bacteria	x
Oil & Grease	
Organics & Toxicants	
Pesticides	
Oxygen Demanding	

MINIMUM BEST MANAGEMENT PRACTICES

Pollution Prevention/Good Housekeeping

- Properly collect and dispose of water when pressure washing buildings, rooftops, and other large objects.
- Properly prepare work area before conducting building maintenance.
- Properly clean and dispose of equipment and wastes used and generated during building maintenance.
- Store toxic material under cover when not in use and during precipitation events.

Stencil storm drains

Training

- Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
- Provide on-going employee training in pollution prevention.

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

1. Properly collect and dispose of water when pressure washing buildings, rooftops, and other large objects.
 - If pressure washing where the surrounding area is paved, use a water collection device that enables collection of wash water and associated solids. Use a sump pump, wet vacuum or similarly effective device to collect the runoff and loose materials. Dispose of the collected runoff and solids properly. Refer to fact sheet *IC24 Wastewater Disposal* for guidance on appropriate methods for disposal of wash water to the sanitary sewer.
 - If pressure washing on a landscaped area (with or without soap), runoff must be dispersed as sheet flow as much as possible, rather than as a concentrated stream. The wash runoff must remain on the landscaping and not drain to pavement.
2. Properly prepare work area before conducting building maintenance.

- Use ground or drop cloths underneath outdoor painting, scraping, and sandblasting work, and properly dispose of collected material daily.
- Use a ground cloth or oversized tub for activities such as paint mixing and tool cleaning.
3. Properly clean and dispose of equipment and wastes used and generated during building maintenance.
 - Clean paint brushes and tools covered with water-based paints in sinks connected to sanitary sewers or in portable containers that can be dumped into a sanitary sewer drain. Brushes and tools covered with non-water-based paints, finishes, or other materials must be cleaned in a manner that enables collection of used solvents (e.g., paint thinner, turpentine, etc.) for recycling or proper disposal.
 - Properly dispose of wash water, sweepings, and sediments.
 - Properly store equipment, chemicals, and wastes.
 - Do not dump any toxic substance or liquid waste on the pavement, the ground, or toward a storm drain.
- OPTIONAL:
 - Recycle residual paints, solvents, lumber, and other materials to the maximum extent practicable
4. Employ soil erosion and stabilization techniques when exposing large areas of soil.
 - Confine excavated materials to pervious surfaces away from storm drain inlets, sidewalks, pavement, and ditches. Material must be covered if rain is expected.
 - Use chemical stabilization or geosynthetics to stabilize bare ground surfaces.
5. Store toxic material under cover when not in use and during precipitation events.
6. Properly dispose of fluids from air conditioning, cooling tower, and condensate drains.
7. Regularly inspect air emission control equipment under AQMD permit.
8. Switch to non-toxic chemicals for maintenance when possible.
 - If cleaning agents are used, select biodegradable products whenever feasible
 - Consider using a waterless and non-toxic chemical cleaning method for graffiti removal (e.g. gels or spray compounds).
9. Use chemicals that can be recycled.
 - Buy recycled products to the maximum extent practicable

Training

1. Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
2. Train employees on proper spill containment and cleanup.
 - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
 - Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.
 - Fact sheet IC17 discusses Spill Prevention and Control in detail.
3. Establish a regular training schedule, train all new employees, and conduct annual refresher training.
4. Use a training log or similar method to document training.

Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

References

California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003.
www.cabmphandbooks.com

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. King County Surface Water Management. July 1995. On-line:
<http://dnr.metrokc.gov/wlr/dss/spcm.htm>

Stormwater Management Manual for Western Washington. Volume IV Source Control BMPs. Prepared by Washington State Department of Ecology Water Quality Program. Publication No. 99-14. August 2001.

For additional information contact:

**County of Orange/OC Watersheds
Orange County Stormwater Program
(714) 955-0600
or visit our website at:
www.ocwatersheds.com**

IC7. LANDSCAPE MAINTENANCE

Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner¹. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	x
Metals	
Bacteria	x
Oil & Grease	
Organics & Toxicants	
Pesticides	x
Oxygen Demanding	x

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

1. Take steps to reduce landscape maintenance requirements.

- Where feasible, retain and/or plant native vegetation with features that are determined to be beneficial. Native vegetation usually requires less maintenance than planting new vegetation.
- When planting or replanting consider using low water use flowers, trees, shrubs, and groundcovers.
- Consider alternative landscaping techniques such as naturescaping and xeriscaping.

2. Properly store and dispose of gardening wastes.

- Dispose of grass clippings, leaves, sticks, or other collected vegetation as garbage at a permitted landfill or by composting.
- Do not dispose of gardening wastes in streets, waterways, or storm drainage systems.
- Place temporarily stockpiled material away from watercourses and storm drain inlets, and berm and/or cover.

MINIMUM BEST MANAGEMENT PRACTICES

Pollution Prevention/Good Housekeeping

- Properly store and dispose of gardening wastes.
- Use mulch or other erosion control measures on exposed soils.
- Properly manage irrigation and runoff.
- Properly store and dispose of chemicals.
- Properly manage pesticide and herbicide use.
- Properly manage fertilizer use.

Stencil storm drains

Training

- Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
- Provide on-going employee training in pollution prevention.

3. Use mulch or other erosion control measures on exposed soils.

4. Properly manage irrigation and runoff.

- Irrigate slowly or pulse irrigate so the infiltration rate of the soil is not exceeded.
- Inspect irrigation system regularly for leaks and to ensure that excessive runoff is not occurring.
- If re-claimed water is used for irrigation, ensure that there is no runoff from the landscaped area(s).
- If bailing of muddy water is required (e.g. when repairing a water line leak), do not put it in the storm drain; pour over landscaped areas.
- Use automatic timers to minimize runoff.
- Use popup sprinkler heads in areas with a lot of activity or where pipes may be broken. Consider the use of mechanisms that reduce water flow to broken sprinkler heads.

5. Properly store and dispose of chemicals.

- Implement storage requirements for pesticide products with guidance from the local fire department and/or County Agricultural Commissioner.
- Provide secondary containment for chemical storage.
- Dispose of empty containers according to the instructions on the container label.
- Triple rinse containers and use rinse water as product.

6. Properly manage pesticide and herbicide use.

- Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of pesticides and herbicides and training of applicators and pest control advisors.
- Follow manufacturers' recommendations and label directions.
- Use pesticides only if there is an actual pest problem (not on a regular preventative schedule). When applicable use less toxic pesticides that will do the job. Avoid use of copper-based pesticides if possible. Use the minimum amount of chemicals needed for the job.
- Do not apply pesticides if rain is expected or if wind speeds are above 5 mph.
- Do not mix or prepare pesticides for application near storm drains. Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the targeted pest.
- Whenever possible, use mechanical methods of vegetation removal rather than applying herbicides. Use hand weeding where practical.
- Do not apply any chemicals directly to surface waters, unless the application is approved and permitted by the state. Do not spray pesticides within 100 feet of open waters.
- Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
- When conducting mechanical or manual weed control, avoid loosening the soil, which could lead to erosion.
- Purchase only the amount of pesticide that you can reasonably use in a given time period.
- Careful soil mixing and layering techniques using a topsoil mix or composted organic material can be used as an effective measure to reduce herbicide use and watering.

7. Properly manage fertilizer use.

- Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers.
- Follow manufacturers' recommendations and label directions.
- Employ techniques to minimize off-target application (e.g. spray drift) of fertilizer, including consideration of alternative application techniques. Calibrate fertilizer distributors to avoid excessive application.
- Periodically test soils for determining proper fertilizer use.
- Fertilizers should be worked into the soil rather than dumped or broadcast onto the surface.

- Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
- Use slow release fertilizers whenever possible to minimize leaching

8. Incorporate the following integrated pest management techniques where appropriate:

- Mulching can be used to prevent weeds where turf is absent.
- Remove insects by hand and place in soapy water or vegetable oil. Alternatively, remove insects with water or vacuum them off the plants.
- Use species-specific traps (e.g. pheromone-based traps or colored sticky cards).
- Sprinkle the ground surface with abrasive diatomaceous earth to prevent infestations by soft-bodied insects and slugs. Slugs also can be trapped in small cups filled with beer that are set in the ground so the slugs can get in easily.
- In cases where microscopic parasites, such as bacteria and fungi, are causing damage to plants, the affected plant material can be removed and disposed of (pruning equipment should be disinfected with bleach to prevent spreading the disease organism).
- Small mammals and birds can be excluded using fences, netting, and tree trunk guards.
- Promote beneficial organisms, such as bats, birds, green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seedhead weevils, and spiders that prey on detrimental pest species.

Training

1. Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
2. Educate and train employees on the use of pesticides and pesticide application techniques. Only employees properly trained to use pesticides can apply them.
3. Train and encourage employees to use integrated pest management techniques.
4. Train employees on proper spill containment and cleanup.
 - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
 - Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.
 - Fact sheet IC17 discusses Spill Prevention and Control in detail.
5. Establish a regular training schedule, train all new employees, and conduct annual refresher training.
6. Use a training log or similar method to document training.

Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

References

California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003. www.cabmphandbooks.com

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. King County Surface Water Management. July 1995. On-line: <http://dnr.metrokc.gov/wlr/dss/spcm.htm>

GA 1213-185-3
SSA/New Alternatives
15405 Lansdowne, Tustin

Stormwater Management Manual for Western Washington. Volume IV Source Control BMPs. Prepared by Washington State Department of Ecology Water Quality Program. Publication No. 99-14. August 2001.

Water Quality Handbook for Nurseries. Oklahoma Cooperative Extension Service. Division of Agricultural Sciences and Natural Resources. Oklahoma State University. E-951. September 1999.

For additional information contact:

**County of Orange/OC Watersheds
Orange County Stormwater Program
(714) 955-0600**

**or visit our website at:
www.ocwatersheds.com**

IC17. SPILL PREVENTION AND CLEANUP

Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner¹. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	x
Metals	x
Bacteria	x
Oil & Grease	x
Organics & Toxicants	x
Pesticides	x
Oxygen Demanding	x

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

Spill Prevention

1. Develop procedures to prevent/mitigate spills to storm drain systems.
Standardize reporting procedures, containment, storage, and disposal activities, documentation, and follow-up procedures.
2. Post "No Dumping" signs with a phone number for reporting illegal dumping and disposal.
3. Conduct routine cleaning, inspections, and maintenance
 - Sweep and clean storage areas consistently at a designated frequency (e.g. weekly, monthly). DO NOT hose down areas to storm drains.
 - Place drip pans or absorbent materials beneath all mounted taps, and at all potential drip and spill locations during filling and unloading of tanks. Reuse, recycle, or properly dispose of any collected liquids or soiled absorbent materials.
 - Check tanks (and any containment sumps) frequently for leaks and spills. Replace tanks that are leaking, corroded, or otherwise deteriorating with tanks in good condition. Collect all spilled liquids and properly dispose of them.

MINIMUM BEST MANAGEMENT PRACTICES Pollution Prevention/Good Housekeeping

- Develop procedures to prevent/mitigate spills to storm drain systems.
- Post "No Dumping" signs with a phone number for reporting illegal dumping and disposal.
- Conduct routine cleaning, inspections, and maintenance.
- Properly store and handle chemical materials.
- Protect materials stored outside from stormwater runoff.
- Secure drums stored in an area where unauthorized persons may gain access to prevent accidental spillage, pilferage, or any unauthorized use.
- Identify key spill response personnel.
- Clean up leaks and spills immediately.
- Report and track spills.

Stencil storm drains

Training

- Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
- Provide on-going employee training in pollution

¹ EPA "Preliminary Data Summary of Urban Stormwater Best Management Practices"

- Check for external corrosion of material containers, structural failures, spills and overfills due to operator error, failure of piping system, etc.
- Inspect tank foundations, connections, coatings, and tank walls and piping system.
4. Properly store and handle chemical materials.
 - Designate a secure material storage area that is paved with Portland cement concrete, free of cracks and gaps, and impervious in order to contain leaks and spills.
 - Do not store chemicals, drums, or bagged materials directly on the ground. Place these items in secondary containers.
 - Keep chemicals in their original containers, if feasible.
 - Keep containers well labeled according to their contents (e.g., solvent, gasoline).
 - Label hazardous substances regarding the potential hazard (corrosive, radioactive, flammable, explosive, poisonous).
 - Prominently display required labels on transported hazardous and toxic materials (per US DOT regulations).
5. Utilize secondary containment systems for liquid materials.
 - Surround storage tanks with a berm or other secondary containment system.
 - Slope the area inside the berm to a drain.
 - Drain liquids to the sanitary sewer if available. DO NOT discharge wash water to sanitary sewer until contacting the local sewer authority to find out if pretreatment is required
 - Pass accumulated stormwater in petroleum storage areas through an oil/water separator.
 - Use catch basin filtration inserts.
6. Protect materials stored outside from stormwater runoff. Construct a berm around the perimeter of the material storage area to prevent the runoff of uncontaminated stormwater from adjacent areas as well as runoff of stormwater from the material.
7. Secure drums stored in an area where unauthorized persons may gain access to prevent accidental spillage, pilferage, or any unauthorized use.

Spill Control and Cleanup Activities

8. Identify key spill response personnel.
9. Adopt the Orange County Hazardous Materials Area Plan or an equivalent plan, which includes a set of planned responses to hazardous materials emergencies. The plan should include:
 - Description of the facility, owner and address, activities and chemicals present
 - Facility map
 - Notification and evacuation procedures
 - Cleanup instructions
 - Identification of responsible departments
10. Clean up leaks and spills immediately.
 - Place a stockpile of spill cleanup materials where they will be readily accessible (e.g. near storage and maintenance areas).
 - Utilize dry cleaning methods to clean up spills to minimize the use of water. Use a rag for small spills, a damp mop for general cleanup, and absorbent material for larger spills. If the spilled material is hazardous, then used cleanup materials are also hazardous and must be sent to a certified laundry (rags) or disposed of as hazardous waste. Physical methods for the cleanup of dry chemicals include the use brooms, shovels, sweepers, or plows.
 - Never hose down or bury dry material spills. Sweep up the material and dispose of properly.

- Clean up chemical materials with absorbents, gels, and foams. Use adsorbent materials on small spills rather than hosing down the spill. Remove the adsorbent materials promptly and dispose of properly.
- For larger spills, a private spill cleanup company or Hazmat team may be necessary.

11. Reporting

1. Report spills that pose an immediate threat to human health or the environment to local agencies, such as the fire department, and the Regional Water Quality Control Board.
2. Establish a system for tracking incidents. The system should be designed to identify the following:
 - Types and quantities (in some cases) of wastes
 - Patterns in time of occurrence (time of day/night, month, or year)
 - Mode of dumping (abandoned containers, "midnight dumping" from moving vehicles, direct dumping of materials, accidents/spills)
 - Responsible parties
3. Federal regulations require that any oil spill into a water body or onto an adjoining shoreline be reported to the National Response Center (NRC) at 800-424-8802 (24 hour).

Training

1. Educate employees about spill prevention and cleanup.
 - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
 - Educate employees on aboveground storage tank requirements.
 - Train all employees upon hiring and conduct annual refresher training.
2. Train employees responsible for aboveground storage tanks and liquid transfers on the Spill Prevention Control and Countermeasure Plan.

Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

References

California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003.
www.cabmphandbooks.com

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July 1998 (Revised February 2002 by the California Coastal Commission).

Stormwater Management Manual for Western Washington. Volume IV Source Control BMPs. Prepared by Washington State Department of Ecology Water Quality Program. Publication No. 99-14. August 2001.

For additional information contact:

County of Orange/OC Watersheds

GA 1213-185-3
SSA/New Alternatives
15405 Lansdowne, Tustin

Orange County Stormwater Program

(714) 955-0600

24 Hr. Water Pollution Hotline: 1-877-89SPILL

or visit our website at:

www.ocwatersheds.com