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Attorneys for Defendants

CITY OF SAUSALITO, JILL JAMES HOFFMAN, JOHN ROHRBACHER, MARCIA RAINES, KENT BASSO

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

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

Plaintiffs,

v.

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

Defendants.

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

INDEX OF EXHIBITS IN SUPPORT OF DEFENDANTS' MOTION TO MODIFY PRELIMINARY INJUNCTION

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

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

Defendants hereby submit the following Index of Exhibits in support of their Motion to Modify Preliminary Injunction.

Exhibit	Description
Declaration of Monte Deignan	
1	Marinship Park Environmental Sampling Report dated March 11, 2021
Declaration of Kevin McGowan (Director of Public Works)	
2	Copy of laminated sign to be posted in or around restroom facilities at Marinship Park
3	Operations and Maintenance Plan for Marinship Park (to be utilized throughout the duration of the relocation of the Dunphy Park encampment)
4	Photographs depicting the re-painting of the restroom facilities at Marinship Park on April 7, 2021
5	Diagram showing the delineation of the between land owned by the City versus private property at the Dunphy park encampment area and approximate square footages
6	Diagram of Marinship Park depicting square footage calculation
Declaration of John Rohrbacher (Chief of Police)	
7	Photographs depicting the conditions of the Encampment on February 26, 2021 and April 6, 2021, respectively
8	February 11, 2021 letter from Marina Corp. President Cameron Razavi to the City of Sausalito
9	April 6, 2021 email from Ashley Hart (Homeless Policy Analyst for Marin County Health and Human Services) to John Rohrbacher
10	March 25, 2021 Services Agreement with Urban Alchemy
11	April 6, 2021 email exchange between John Rohrbacher, Kevin McGowan and Karen Strolia (Director of the North Bay Downtown Streets Team)
Request for Judicial Notice	

12	State Metrics for Marin County, last updated April 6, 2021, retrieved from https://coronavirus.marinhhs.org/progress
13	Marin Progresses from Red Tier to Orange, news release published March 23, 2021, retrieved from https://www.marincounty.org/main/county-press-releases/press-releases/2021/hhs-covid-orange-032321?p=1
14	Marin County COVID-19 Vaccinations, from April 8, 2021, retrieved from https://coronavirus.marinhhs.org/vaccine/data.

Dated: April 9, 2021

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By *_/s/ Arthur J. Friedman_*
ARTHUR J. FRIEDMAN
ALEXANDER L. MERRITT

Attorneys for Defendants
CITY OF SAUSALITO, JILL JAMES HOFFMAN, JOHN ROHRBACHER, MARCIA RAINES, KENT BASSO

EXHIBIT 1

Marin Ship Park Environmental Sampling

Testa St. at Marinship Way
Sausalito, CA

March 11, 2021

Contract No.:

Prepared For:

Sheppard Mullin
4 Embarcadero Center 17th Floor
San Francisco, CA 94111

Monte Deignan & Associates
Environmental Consulting
Larkspur, CA
415•927•9038 CDPH # IA 2599

March 18, 2021

Mr. Alexander Merritt

Sheppard Mullin

4 Embarcadero Center, 17th Floor
San Francisco, CA 94111

Environmental Monitoring @ Marin Ship Park in Sausalito, CA

I. INTRODUCTION

This report presents the results of inspection, air sampling, and bulk sampling for potential contaminants present at the lawn area of Marin Ship Park in Sausalito, CA. The purpose of the testing was to determine the presence or absence of environmental contamination from the boat disposal operations at the US Army Corp of Engineers (US ACE) facility to the East of the Marin Ship Park site. The inspection and testing was performed on March 11, 2021, during boat disposal operations. A visual inspection of the boat disposal work area found three wood, fiberglass, and metal hulled vessels to be disposed of, due to poor condition. The materials in these vessels that could contribute to environmental contamination are mainly: lead based paints on hulls and topsides, antifouling copper paints on hulls below waterlines, zinc in sacrificial anodes below water line on the hulls, airborne fiberglass from hull demolition, and arsenic in pressure treated wood debris. A series of air samples were selected for lead, assorted common industrial metals referred to as CAM 17 metals, and general airborne fibers. The samples were collected at two different locations on the site during boat disposal operations. A single soil sample was collected for CAM-17 analysis from the lawn area to indicate if airborne contaminants have been deposited and accumulated over time.

Air sampling on a specific date provides a snapshot in time of airborne materials or contaminants in the ambient environment. The day the sampling was performed was scheduled when a number of small boats were being dismantled and were considered an appropriate representation of work at the US ACE site. The prevailing winds on the sampling date were Northeasterly which would have transported airborne debris from the boat work area directly toward the air samplers in the park.

The consultation service was provided by Mr. Monte Deignan, a Cal/OSHA certified asbestos consultant and California DPH lead inspector / assessor for Monte Deignan & Associates. A

current resume for Monte Deignan is attached as an exhibit. The scope of this survey and sampling was limited to airborne materials migrating from the US ACE site on the day of the testing and to soil sampling.

II. EXECUTIVE SUMMARY

- The wind was blowing directly from the boat dismantling operation toward the Marin Ship Park lawn areas for most of the day.
- The PCM fiber air samples (NIOSH 7400) at the fence line and rest rooms were reported as <0.001 fibers per cc, which is well below Cal / OSHA permissible exposure limits (PEL) for fiberglass of 1.0 fiber / cc.
- The Lead in Air samples (NIOSH 7082) were <0.70 and <0.80 μg / m^3, which is well below the Cal / OSHA PEL for lead of 50 μg / m^3.
- The CAM-17 metals air samples were mostly none detected or well below the Cal / OSHA PEL for the various metals listed.
- The CAM-17 metals soil sample was mostly at ambient background levels for soils or none detected for the various metals listed. All of the results were well below hazardous waste definition thresholds for the various metals.

III. EQUIPMENT AND STUDY PROCEDURES

Sampling Strategy

The visual walkthrough of the boat dismantling work area identified a number of different components and materials that were suspected to contain significant levels of the metals listed in the CAM-17 list. It should be noted that bulk sampling and testing of the boat construction materials was not conducted. Based on appearance, common usage, and age, the boat and debris materials were assumed to contain lead, copper, zinc, arsenic at a minimum.

Two air sampling locations were determined to represent a good cross section of the site. The first sampling site was next to the fence line between the US ACE operation and the lawn area. The second air sampling site was to the East side of the rest rooms at the tennis courts. The fence line sampling site was selected as the closest area to the actual boat disposal work area that is in the public access area. The rest room sample location was selected at the most downwind location, yet still near the tennis courts that receive high usage. A site map showing the relative locations is provided as an attachment. A daily log includes 5 photographs depicting the sample locations and boat dismantling work area.

The type of air samples collected at each site were phase contrast microscopy (PCM), lead in air using flame atomic absorption (FAA), and CAM-17 metals using SW 6020 Method. The PCM samples were selected to measure airborne fibers from the fiberglass hull dismantling. The FAA lead samples were specifically targeting airborne lead from paint on the boats of all types. The CAM-17 samples were selected as a screening tool for a wide range of metals that include:

Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Cobalt, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium, and Zinc.

The air sampling pumps were high volume pumps set to a range of 8 to 9 liter per minute of airflow. The pumps were calibrated before and after the sampling using a precision rotameter. The filters were placed on tripod stands about 3 feet above the ground. The filters were angled downward at a 45° angle. The Lead FAA and CAM-17 air samples were collected in 37mm cellulose ester membrane filters. The PCM samples were collected in 25mm 0.8μm mixed cellulose ester filters. These filters are the same used for asbestos air sampling and the PCM method would have also counted asbestos fibers if present.

In addition to the air sampling listed above, a single CAM-17 soil sample was collected from the lawn area, near a mural or art installation at the Southwest corner of the lawn. The sample was a composite of 4 different locations at that location from 0" to 2" below the surface. The sampling protocols for testing lead in soils at children's play area were applied in this instance.

Standard sampling tools and procedures were used to obtain samples from the suspected materials. The samples were bagged and submitted to the laboratory under standard chain of custody protocols. Representative sample locations were noted on the site map and are referenced on the chain of custody form from the laboratories. Field blanks for the Lead FAA and CAM-17 methods were collected and analyzed at the labs. The use of field blanks is to show that the filters do not have pre-existing contaminants which would bias the lab analysis results. The PCM samples were from a lot or batch that has been tested earlier and found to be clear of pre-existing contaminants.

For the PCM and lead FAA samples the samples were hand delivered to Micro Analytical Laboratories of Emeryville, California. Micro Analytical Laboratories is accredited by the American Industrial Hygiene Association (AIHA). The CAM-17 air and soil samples were hand delivered to McCampbell Analytical, Inc. in Pittsburg, CA. McCampbell Analytical, Inc. is accredited by the AIHA.

Site Conditions During Sampling

The samples were set up and started in the morning at the same time as the work in the boat dismantling area was beginning. Due to a passing storm in the early morning, the ground was still wet and the sky was partially cloudy in the morning and clearing at mid-day. The typical prevailing winds at the site are generally Westerly or Northwesterly. The winds in the morning are light at about 3-5 knots in speed. The wind picks up in the afternoon to about 6-8 knots. The winds during the sampling were from the East to Northeast in the 3-6 knot range. This would result in a wind that blows directly from the boat dismantling area to the set of downwind air sampling sites. If contaminants were released from the boat work into the air, this particular day's samples should have detected them. During the boat demolition work at the site, no visible dust or emissions from the US ACE boat work area were noticed. The diesel powered excavator used for the demolition work is newer and has CARB compliant equipment ID signage, indicating lower particulate emissions from the diesel motor, than older equipment. A weather reporting station is located at the nearby dock and the readout for March 11, 2021 is shows winds from the Northeast for most

of the sampling period. The same weather service, SailFlow, can also provide historical date to substantiate the prevailing wind direction and velocity.

IV. LABORATORY RESULTS

PCM air sample results for airborne fibers

The phase contrast microscopy (PCM) sample results were both listed as <0.001 fibers / cc of air. The total sampling duration was 319 to 336 minutes which covered the boat demolition work period, rather than a 8 hour full day shift. The wind direction had shifted by 3:00 PM and any airborne contaminants would not have been blown in the direction of the park sampling sites. The PCM results were well below the Cal / OSHA PEL of 1 fiber per cc for fiberglass.

Federal OSHA and Cal / OSHA have developed permissible exposure limits (PEL) for a number of chemical or materials that are commonly found in the workplace and may present a health risk for employees at exposure above a certain level. For exposure above the PEL the employer must provide personal protective equipment (PPE), engineering controls, or a combination of the two to limit exposures. The most common was to measure the exposure level is through air sampling, dosimeter badges, or chemical sorbent tubes. The list of Cal / OSHA PEL for chemical contaminants can be found at: https://www.dir.ca.gov/title8/5155table_ac1.html#_blank. In some instances, such as asbestos and lead exposure, there are action levels (AL) or post abatement clearance levels that are lower. For lead exposure there are a series of clearance levels for child occupied buildings and play areas that are lower than the PEL.

FAA lead in air samples

The flame atomic absorption microscopy (FAA) sample results were both non detect and are below the limit of detection. The FAA samples are listed as <0.70 μg / m^3 and <0.80 μg / m^3 of air. The total sampling duration was 320 to 333 minutes which covered the boat demolition work period, rather than a 8 hour full day shift. The wind direction had shifted by 3:00 PM and any airborne contaminants would not have been blown in the direction of the park sampling sites. The FAA results were well below the Cal / OSHA PEL of 50 μg / m^3. The field blank found no lead. The FAA air sample was collected in addition to the CAM-17 air samples since the FAA method is listed in Cal / OSHA regulations for lead in construction or industrial work places. For lead exposure there are a series of clearance levels for child occupied buildings and play areas that are lower than the PEL. The clearance criteria is different for interior floors, window sills, and outdoor soil used as a play area. The testing and sampling methods are different and use wipe samples, or bulk soil samples. For more information on lead, the best source is the CA department of public health (CDPH) childhood lead prevention website at: https://www.cdph.ca.gov/Programs/CCDPHP/DEODC.

CAM-17 Air Samples for 17 common metals

The CAM-17 air sample results show seventeen different metals and list their reported values which were mostly non detect. The total sampling duration was from 9:15 AM to 3:00 PM which covered the boat demolition work period, rather than a 8 hour full day shift. The wind direction had shifted by 3:00 PM and any airborne contaminants would not have been blown in the direction of the park sampling sites. The CAM -17 results were well below the various Cal / OSHA PEL for each metal. The copper category reported low levels in each of the actual field samples. The field blank which did not have air collected through the filter also registered low levels of copper, the value of which should be subtracted from the actual field samples. In effect, the copper values are very close to non-detect. A table of CAM 17 air sample results has been prepared that lists all of the metals and their respective results. It should be kept in mind that the Cal /OSHA PEL levels are intended for workplace exposures and should be considered a maximum value that would indicate a serious exposure concern. The levels found in the sample results here are all substantially lower. The other significant consideration is that the wind was blowing from the East to Northeast for most of the sampling period. The wind was blowing from the boat demolition work directly toward the air sampling filters. This is not the normal wind pattern for this area. The prevailing wind for Sausalito is Westerly or Northwesterly at this time of the year. A wind record for March 11, 2021 is attached as an exhibit.

CAM-17 Soil Sample for 17 common metals

The single CAM-17 soil sample result shows seventeen different metals and list their reported values which were either non detect or within the ambient range for naturally occurring metals in soils based upon the EPA Office of Solid Waste and Emergency Response SW-874 (April, 1983) Table 6.46. The table of background levels was established for determining acceptable ambient or background levels found in soils at waste sites. A copy of the background soils levels is attached s an attachment. The levels where toxic clean-up work must take place is much higher The CAM -17 results were well below the various EPA hazardous material designation for each metal. A table of CAM 17 soil sample results has been prepared that lists all of the metals and their respective results. The one additional row is added for lead levels for children's play areas which has a limit of 400 μg / Kg or ppm. The lead result in this sample was well below the HUD children's play area threshold.

V. CONCLUSIONS

Based on the visual inspection, sampling and laboratory analysis, the following results are noted:

- The fiberglass from the boat demolition did not result in detectable fibers in the air samples collected at the fence line or rest room locations.
- The potential lead based paints from the boat demolition did not result in detectable lead in the air samples collected at the fence line or rest room locations.
- The various CAM-17 metals such as copper, zinc, and lead from the boat demolition did not result in detectable or above ambient metals in the air samples collected at the fence line or rest room locations.
- The various CAM-17 metals such as copper, zinc, and lead from the boat demolition did not result in above ambient metals in the single soil sample collected at the Southwest corner of the lawn, near the tennis courts.
- The visual observations of the boat demolition work found that oils, fuels, paints, and lead-acid batteries were removed intact using hand tools prior to demolition work by the excavator machine. Photo 5 in the daily log shows the typical operations.
- The boat demolition work as represented by the observations and air sampling on March 11, 2021 does not appear to be producing exposures to the most likely contaminants that were sampled and analyzed. Please refer to the various air and soil lab reports attached to this document.

VI. LIMITATIONS

The data, information, interpretations, and recommendations contained in this report are presented solely as bases and guides to the conditions existing at the time of collection of the samples. The client recognizes that site conditions or access may vary from those encountered at the time of the inspection, and that changing conditions may cause us to alter our recommendations. If conditions or situations occur that present new concerns not covered here, we will be glad to continue our inspection at that time for those conditions. The conclusions and professional opinions expresses here are subject to revision in the light of new information which may be developed in the future, and no warranties are expressed or implied.

This report is for the express use of the client for whom it was prepared, and is not intended for use by third parties. This client specific report may not contain sufficient information for the purposes of other parties or uses. If any questions exist, call for additional inspections or testing.

Respectfully submitted,

Monte Deignan
CA Dept. of Public Health Certified Lead Inspector / Assessor #2599

Cal /OSHA Certified Asbestos Consultant 93-0879

Environmental Monitoring

Marin Ship Park

Testa Street at Marinship Way

Sausalito, CA

March 11, 2021 Thursday
Monitoring / Air Sampling for
Ambient Exposure Levels

01


Photo 1


Photo 2


Photo 3

The Richardson's Bay Regulatory Agency (RBRA) performs boat and marine debris demolition to the Northeast of the park space. Air sampling and bulk testing was performed to determine the potential for environmental contamination from these operations. The air sampling consisted of lead, airborne fibers, and CAM-17 metals type samples collected at two different location at the site. See the map and lab reports for specific location / results. The samples were hand delivered to Microanalytical Lab and McCampbell Labs for analysis on Friday.

Photo 1 shows the sampling pumps at the Rest rooms. The filters are mounted on the tripod stand at a height of 3 feet above ground. The sampling location is downwind of the marine demolition work. Photo 2 shows the sampling pumps at the fence line, slightly downwind of the marine demolition work. Photo 3 shows the location of the bulk soil sample for CAM-17 analysis, at the art feature / mural.

The levels of airborne contaminants were all below the OSHA permissible exposure levels (PEL). The soil sample found low or ambient levels, below regulatory thresholds. See the written report sections for a more thorough description of the results.

MDA

Monte Deignan
& Associates
Environmental Consulting
Larkspur, CA

Environmental Monitoring

US Army Corps of Engineers Ramp

Testa Street at Marinship Way
Sausalito, CA

March 11, 2021 Thursday
Monitoring / Air Sampling for
Ambient Exposure Levels

02

Photo 4

The sailboat is mostly fiberglass, but may contain copper in the bottom paints, zinc in sacrificial anodes, and lead in the keel. The CAM-17 air samples would test for airborne exposure to all of these.

The fishing boat pictured here has fluids and other hazardous waste removed prior to being dismantled on the concrete ramp. The paints on the top sides may contain lead based paints.

The boats to be broken up are a combination of fiberglass, wood, and metal construction. The main process is crushing the pieces of the boats with a diesel powered excavator using a bucket and thumb unit.

MDA

Monte Deignan & Associates
Environmental Consulting
Larkspur, CA

Environmental Monitoring

US Army Corps of Engineers Ramp

Testa Street at Marinship Way

Sausalito, CA

March 11, 2021 Thursday
Monitoring / Air Sampling for
Ambient Exposure Levels

03

Photo 5

The power boat pictured here has paints on the hull that may contain lead based paints. Oils, fluids and other hazardous waste are removed prior to being dismantled on the concrete ramp.

The fishing boat is mostly fiber-glass, but may contain copper in the bottom paints, zinc in sacrificial anodes, and lead in the keel. The CAM-17 air samples would test for airborne exposure to all of these.

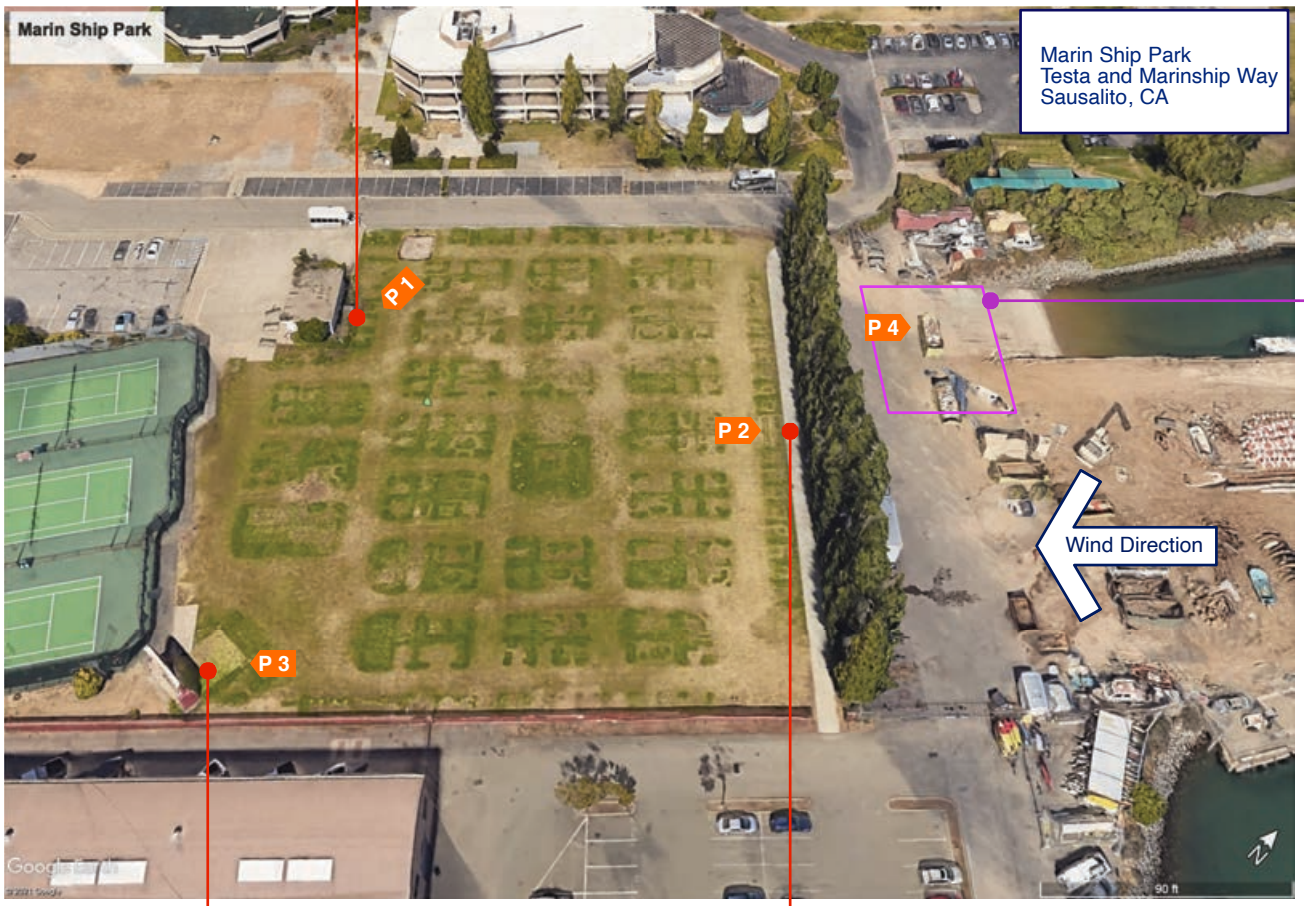
The main dismantling process is crushing the pieces of the boats with a diesel powered excavator using a bucket and thumb unit. The excavator is newer and has the red CARB compliance sign on the side of the cab, indicating lower particulate emissions.

MDA

Monte Deignan & Associates
Environmental Consulting
Larkspur, CA

Marin Ship Park
Testa & Marinship Way
Sausalito, CA
Environmental Sampling
March 11, 2021

Rest Room Site
Samples RBD-02,
RBD-05, and RBD-08



US Army Corp
of Engineer's Ramp

Legend of Materials
Boat Demo Area
Sampling Sites
Photo Site #

SW Grass Site
Sample SCS-01

Fence Line Site
Samples RBD-01,
RBD-04, and RBD-07

MDA
Monte Deignan & Associates
Environmental Consulting
Larkspur, CA

CAM-17 Metals Air Sample Results

Facility: **Marin Ship Park** City of Sausalito Testa St. & Marinship Way Sausalito, CA
Date : March 11, 2021
Inspector: Monte Deignan

	Antimony	Arsenic	Barium	Beryllium	Cadmium	Chromium	Cobalt	Copper	Lead	Mercury	Molybdenum	Nickel	Selenium	Silver	Thallium	Vanadium	Zinc
Sample ID #	Sb	As	Ba	Be	Cd	Cr	Co	Cu	Pb	Hg	Mo	Ni	Se	Ag	Tl	V	Z
RBD-01, µg/m³ Fence Line	ND	ND	ND	ND	ND	ND	ND	1.0	ND	ND	ND	ND	ND	ND	ND	ND	ND
RBD-02, µg/m³ MSP Rest Rooms	ND	ND	ND	ND	ND	ND	ND	4.1	ND	ND	ND	ND	ND	ND	ND	ND	ND
RBD-03, µg/m³ Field Blank	ND	ND	ND	ND	ND	ND	ND	3.1	ND	ND	ND	ND	ND	ND	ND	ND	ND
OSHA PEL, µg/m³	500	200	500	25	5	5	20	1000	50	100	500	100	200	10	100	50	5000

Comments / Notes :

Note:1 Gray text is a laboratory result less than the reporting limit provided from the laboratory, thus listed as ND, none detected. See lab results.
The permissible exposure limit (PEL) results are from Cal / OSHA Tables in § 5155

CAM-17 Metals Soil Sample Results

MDA

Facility: **Marin Ship Park** City of Sausalito Testa St. & Marinship Way Sausalito, CA

Date : March 11, 2021

Inspector: Monte Deignan

	Antimony	Arsenic	Barium	Beryllium	Cadmium	Chromium	Cobalt	Copper	Lead	Mercury	Molybdenum	Nickel	Selenium	Silver	Thallium	Vanadium	Zinc
Sample ID #	**Sb**	**As**	**Ba**	**Be**	**Cd**	**Cr**	**Co**	**Cu**	**Pb**	**Hg**	**Mo**	**Ni**	**Se**	**Ag**	**Tl**	**V**	**Z**
SCS-01, SW Lawn mg/Kg	ND	**3.6**	**63**	ND	ND	**36**	**7.2**	**28**	**12**	**0.061**	ND	**40**	ND	ND	ND	**34**	**42**
Ambient range EPA SW-874	2-10	1-50	100-3k	0.1-40	0.01-0.7	1-1k	1-40	2-100	2-200	0.01-0.3	0.2-5	5-500	0.1-2	0.1-5		20-500	10-300
Childs play area, per HUD for Pb									**400**								
EPA Haz Waste, mg/Kg	**--**	**500**	**---**	**75**	**75**	**2500**	**--**	**2500**	**1000**	**20**	**--**	**2000**	**--**	**--**	**--**	**--**	**5000**

Comments / Notes :

Note:1 Gray text is a laboratory result less than the reporting limit provided from the laboratory, thus listed as ND, none detected. See lab results. The regulated waste categories are TTLC results. Waste usually must be additionally characterized by waste extraction tests (WET) for CA or Federal standards. Ambient range is from EPA SW-874 table 6.46 trace elements content in natural soils, listed as mg/Kg or ppm.

MICRO ANALYTICAL LABORATORIES, INC.

PHASE CONTRAST MICROSCOPY

PROJECT:

MARIN SHIP PARK
MONITORING

1084
Monte Deignan & Associates
P.O. Box 546
Larkspur, CA 94977

Micro Log In 279409
Total Samples 2
Date Sampled 03/11/2021
Date Received 03/12/2021
Date Analyzed 03/12/2021

Sample ID	Field Data	Lab Data	Fibers / cc	Statistics
Client: RBD-07 Micro: 279409-01 FENCE LINE AT US ACE	Time 336 Rate 8 Liters 2688.0	Fibers 1 Fields 100 F/mm² < 7.0	< 0.001	95% C.I. 0.000 - 0.003 LOD LOQ 0.001 0.014 Analyst CV 0.57
Client: RBD-08 Micro: 279409-02 LM REST ROOM AT TENNIS COURT	Time 319 Rate 8 Liters 2552.0	Fibers 1.5 Fields 100 F/mm² < 7.0	< 0.001	95% C.I. 0.000 - 0.003 LOD LOQ 0.001 0.015 Analyst CV 0.57

Technical Supervisor: _____ 3/12/2021 Analyst: LM
Frank Raviola, M.S. Date Reported

AIHA-LAP LLC IHLAP Laboratory Accreditation / PAT ID No. 101768. SOP PCM1. Samples are analyzed using the NIOSH 7400 Method (NIOSH Manual of Analytical Methods, 5th Ed., Issue 3, Rev. 6/14/2019). The limit of detection (LOD) is 7 fibers/mm². Limits of quantification for optimal precision and accuracy are 100 (LOQ) and 1300 fibers/mm². The 95% (Two-sided) Confidence Interval (CI) for a fiber count is based on reported concentration and overall lab statistics. Intralaboratory Analyst coefficients of variation (CV) for various fiber loadings are reported. One-sided 95% confidence limits for compliance testing may be calculated by the client, using the Analyst CV and an appropriate regulatory standard, e.g. UCL = (Concentration + [1.645 x CV x Standard]). If a CV is not recorded on this report, there are not yet enough data for a new analyst. Concentrations are field blank-corrected. Time is in minutes, flow rate is in liters per minute. 8 Hour TWA: calculated time weighted average concentration (in fibers/cc) based on 8 hours. *Note: the 8 hour TWA may not be statistically accurate for actual total times less than 360 minutes. Zero concentration is assumed for remaining time if no information is given. Micro Analytical Laboratories, Inc. assumes no responsibility for clients' interpretation of any requested TWA data or calculations in this report.* Unless otherwise indicated on this report, all required Quality Control samples have been determined to be in control prior to releasing these results. This report shall not be reproduced except in full, without the approval of Micro Analytical Laboratories, Inc., and pertains only to the samples analyzed as received. Unless otherwise stated in this report, all samples were received in acceptable condition for analysis. Note: due to software limitations, the number of reported significant figures does not necessarily reflect the uncertainty of the analysis. Micro Analytical Laboratories, Inc. shall not be responsible for clients' deviations from any prescribed sampling parameters. Air volumes are based on client data. The laboratory's verifiability of results is limited to fibers per mm². This analysis counts total fibers unless otherwise noted, and cannot distinguish asbestos from non-asbestos fibers. The NIOSH 7400 "A" counting rules are used, unless otherwise noted. Large ceramic fibers and other large manmade vitreous fibers (fiberglass, glass wool, etc.) often show distinctive morphologies and may be counted using the "B" rules. However, those fiber types may be difficult to distinguish from one another. For more conclusive testing of asbestos and other fibers, TEM reanalysis of the same filter is recommended. N/A = not applicable.

Air Sample Log & Laboratory Request Form

279409

Monte Deignan & Associates

P.O. Box 546
Larkspur, CA
94977
Office(415) 927-9038

Client : **SheppardMullin**

Address : 4 Embarcadero
City, State : San Francisco, CA

Project : **Marin Ship Park Monitoring**

Collected By :MD Report To : Montedeignan@mac.com

Analysis Requested :

PCM	☒		Rush ☐
TEM	☐	AHERA	24 Hr. ☒
FAA	☐		3-5 Dy ☐
Misc.	☐	NV Mold	☐

Sample	Sample Location	Flow	Start	Stop	Time	Liters	Date	Notes	Lab #
RBD-07	FENCE LINE @ US ACE	9/8	9:12	2:48	336	2688	3-11-21		1
RBD-08	REST ROOM @ TENNIS COURT	9/8	9:40	2:59	319	2552	3-11-21		2

Laboratory Name / Address : Micro Analytical Emeryville, CA

Released By : Monte Deignan Transfered To: _____ Received By : MW 3-12-21 / 1525

Page 1 Of 1

MICRO ANALYTICAL LABORATORIES, INC.

Lead in Air (NIOSH 7082)

1084
Monte Deignan
Monte Deignan & Associates
P.O. Box 546
Larkspur, CA 94977

PROJECT:
MARIN SHIP PARK
MONITORING

Micro Log In 279410
Total Samples 3
Date Sampled 03/11/2021
Date Received 03/12/2021
Date Analyzed 03/13/2021

Sample ID	Sample Volume (liters)	Lead Concentration (µg / m³)	RDL (µg / m³)
Client: RBD-04 Lab: 279410-01 FENCE LINE AT US ACE	2,672	< 0.70	0.7
Client: RBD-05 Lab: 279410-02 REST ROOM AT TENNIS COURT	2,560	< 0.80	0.8
Client: RBD-06 Lab: 279410-03 FIELD BLANK		< 2.0 ug/sample	

Technical Supervisor: _____ 3/13/2021 Analyst: TLN
Long T. Nguyen, Chemistry Supervisor Date Reported

AIHA-LAP LLC ELLAP Accredited Laboratory, ID #101768. Samples are analyzed by Flame Atomic Absorption Spectrometry using SOP 23-Air (based on NIOSH 7082). 8 Hour TWA: calculated time weighted average concentration (in lead µg per cubic meter) based on 8 hours. Note: the 8 hour TWA may not be statistically accurate for actual total times less than 8 hours; at least 6 total hours should be monitored. Zero concentration is assumed for remaining time if no information is given. Micro Analytical Laboratories, Inc assumes no responsibility for clients' interpretation of any requested TWA data or calculations in this report. Results are not corrected by subtraction of any analyte found in field blanks or laboratory blanks. Unless otherwise indicated on this report, all required Quality Control samples have been determined to be in control prior to releasing these analytical results. Unless otherwise stated in this report, all samples were received in acceptable condition for analysis. This report must not be reproduced except in full without the approval of Micro Analytical Laboratories, Inc., and pertains only to the samples analyzed as received. Air volumes are reported as given by the client. N/A = not available. Unit explanation: µg = micrograms. RDL = Report Detection Limit.

Air Sample Log & Laboratory Request Form

279410

Monte Deignan & Associates

P.O. Box 546
Larkspur, CA
94977
Office(415) 927-9038

Client : **SheppardMullin**

Address : 4 Embarcadero
City, State : San Francisco, CA

Project : **Marin Ship Park Monitoring**

Collected By :MD Report To : Montedeignan@mac.com

Analysis Requested :

PCM			Rush
TEM		AHERA	24 Hr.
FAA	☒		3-5 Dy
Misc.			STD

Sample	Sample Location	Flow	Start	Stop	Time	Liters	Date	Notes	Lab #
RBD-04	FENCE LINE @ US ACE	8/8	9:15	2:49	334	2672	3-11-21		1
RBD-05	~~REST~~ REST ROOM @ TENNIS COURTS	8/8	9:40	3:00	320	2560	3-11-21		2
RBD-06	FIELD BLANK	—	—	—	—	—	3-11-21		3

Laboratory Name / Address : Micro Analytical Emeryville, CA

Released By : Transfered To: Received By : ML 3-12-21 | 1525

Page 1 Of 1

McCampbell Analytical, Inc.

"When Quality Counts"

Analytical Report

WorkOrder: 2103810

Report Created for: Monte Deignan & Associates

PO Box 546
Larkspur, CA 947

Project Contact: Monte Deignan
Project P.O.:
Project: Marin Ship Park

Project Received: 03/12/2021

Analytical Report reviewed & approved for release on 03/15/2021 by:

Yen Cao
Project Manager

1534 Willow Pass Rd. Pittsburg, CA 94565 ♦ TEL: (877) 252-9262 ♦ FAX: (925) 252-9269 ♦ www.mccampbell.com
CA ELAP 1644 ♦ NELAP 4033 ORELAP

McCampbell Analytical, Inc.
"When Quality Counts"

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Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
http://www.mccampbell.com / E-mail: main@mccampbell.com

Glossary of Terms & Qualifier Definitions

Client: Monte Deignan & Associates
Project: Marin Ship Park
WorkOrder: 2103810

Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
CPT	Consumer Product Testing not NELAP Accredited
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
LQL	Lowest Quantitation Level
MB	Method Blank
MB % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	Method Detection Limit
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
N/A	Not Applicable
ND	Not detected at or above the indicated MDL or RL
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PDSD	Post Digestion Spike Duplicate
PF	Prep Factor
RD	Relative Difference
RL	Reporting Limit (The RL is the lowest calibration standard in a multipoint calibration.)
RPD	Relative Percent Deviation
RRT	Relative Retention Time
SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
TZA	TimeZone Net Adjustment for sample collected outside of MAI's UTC.
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)

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Glossary of Terms & Qualifier Definitions

Client: Monte Deignan & Associates
Project: Marin Ship Park
WorkOrder: 2103810

Analytical Qualifiers

a10	Reporting limit changed due to variable volume of air that pumped through each filter or sorbent tube.

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Case Narrative

Client: Monte Deignan & Associates
Project: Marin Ship Park

Work Order: 2103810
March 15, 2021

The reported analyte concentrations are calculated using client supplied sample volume or area information.

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Analytical Report

Client:	Monte Deignan & Associates	**WorkOrder:**	2103810
Date Received:	03/12/2021 14:27	**Extraction Method:**	SW3050B
Date Prepared:	03/13/2021	**Analytical Method:**	SW6020
Project:	Marin Ship Park	**Unit:**	µg/m³

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
RBD-01: Fence Line	**2103810-001A**	**Air**	**03/11/2021 14:50**	**ICP-MS5 136SMPL.d**	**217293**

Analytes	Result	RL	DF	Sample Volume	Date Analyzed
Antimony	ND	0.17	1	3015 L	03/15/2021 10:42
Arsenic	ND	0.17	1	3015 L	03/15/2021 10:42
Barium	ND	1.7	1	3015 L	03/15/2021 10:42
Beryllium	ND	0.17	1	3015 L	03/15/2021 10:42
Cadmium	ND	0.083	1	3015 L	03/15/2021 10:42
Chromium	ND	0.17	1	3015 L	03/15/2021 10:42
Cobalt	ND	0.17	1	3015 L	03/15/2021 10:42
Copper	**1.0**	0.17	1	3015 L	03/15/2021 10:42
Lead	ND	0.17	1	3015 L	03/15/2021 10:42
Mercury	ND	0.017	1	3015 L	03/15/2021 10:42
Molybdenum	ND	0.17	1	3015 L	03/15/2021 10:42
Nickel	ND	0.17	1	3015 L	03/15/2021 10:42
Selenium	ND	0.17	1	3015 L	03/15/2021 10:42
Silver	ND	0.17	1	3015 L	03/15/2021 10:42
Thallium	ND	0.17	1	3015 L	03/15/2021 10:42
Vanadium	ND	0.17	1	3015 L	03/15/2021 10:42
Zinc	ND	1.7	1	3015 L	03/15/2021 10:42

Surrogates	REC (%)	Limits	
Terbium	108	70-130	03/15/2021 10:42

Analyst(s): JAG Analytical Comments: a10

(Cont.)

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Analytical Report

Client:	Monte Deignan & Associates	**WorkOrder:**	2103810
Date Received:	03/12/2021 14:27	**Extraction Method:**	SW3050B
Date Prepared:	03/13/2021	**Analytical Method:**	SW6020
Project:	Marin Ship Park	**Unit:**	µg/m³

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
RBD-02: Rest Room @ TC	**2103810-002A**	**Air**	**03/11/2021 15:01**	**ICP-MS5 137SMPL.d**	**217293**

Analytes	Result	RL	DF	Sample Volume	Date Analyzed
Antimony	ND	0.19	1	2576 L	03/15/2021 10:45
Arsenic	ND	0.19	1	2576 L	03/15/2021 10:45
Barium	ND	1.9	1	2576 L	03/15/2021 10:45
Beryllium	ND	0.19	1	2576 L	03/15/2021 10:45
Cadmium	ND	0.097	1	2576 L	03/15/2021 10:45
Chromium	ND	0.19	1	2576 L	03/15/2021 10:45
Cobalt	ND	0.19	1	2576 L	03/15/2021 10:45
Copper	**4.1**	0.19	1	2576 L	03/15/2021 10:45
Lead	ND	0.19	1	2576 L	03/15/2021 10:45
Mercury	ND	0.019	1	2576 L	03/15/2021 10:45
Molybdenum	ND	0.19	1	2576 L	03/15/2021 10:45
Nickel	ND	0.19	1	2576 L	03/15/2021 10:45
Selenium	ND	0.19	1	2576 L	03/15/2021 10:45
Silver	ND	0.19	1	2576 L	03/15/2021 10:45
Thallium	ND	0.19	1	2576 L	03/15/2021 10:45
Vanadium	ND	0.19	1	2576 L	03/15/2021 10:45
Zinc	ND	1.9	1	2576 L	03/15/2021 10:45

Surrogates	REC (%)	Limits	
Terbium	112	70-130	03/15/2021 10:45

Analyst(s): JAG

Analytical Comments: a10

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Analytical Report

Client:	Monte Deignan & Associates	**WorkOrder:**	2103810
Date Received:	03/12/2021 14:27	**Extraction Method:**	SW3050B
Date Prepared:	03/13/2021	**Analytical Method:**	SW6020
Project:	Marin Ship Park	**Unit:**	µg/filter

Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
RBD-3: Field Blank	**2103810-003A**	**Air**	**03/11/2021**	**ICP-MS5 138SMPL.d**	**217293**

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.50	1	03/15/2021 10:49
Arsenic	ND	0.50	1	03/15/2021 10:49
Barium	ND	5.0	1	03/15/2021 10:49
Beryllium	ND	0.50	1	03/15/2021 10:49
Cadmium	ND	0.25	1	03/15/2021 10:49
Chromium	ND	0.50	1	03/15/2021 10:49
Cobalt	ND	0.50	1	03/15/2021 10:49
Copper	**3.1**	0.50	1	03/15/2021 10:49
Lead	ND	0.50	1	03/15/2021 10:49
Mercury	ND	0.050	1	03/15/2021 10:49
Molybdenum	ND	0.50	1	03/15/2021 10:49
Nickel	ND	0.50	1	03/15/2021 10:49
Selenium	ND	0.50	1	03/15/2021 10:49
Silver	ND	0.50	1	03/15/2021 10:49
Thallium	ND	NA	1	03/15/2021 10:49
Vanadium	ND	0.50	1	03/15/2021 10:49
Zinc	ND	5.0	1	03/15/2021 10:49

Surrogates	REC (%)	Limits	
Terbium	113	70-130	03/15/2021 10:49

Analyst(s): JAG

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Quality Control Report

Client:	Monte Deignan & Associates	**WorkOrder:**	2103810
Date Prepared:	03/13/2021	**BatchID:**	217293
Date Analyzed:	03/15/2021	**Extraction Method:**	SW3050B
Instrument:	ICP-MS5	**Analytical Method:**	SW6020
Matrix:	Filter	**Unit:**	µg/filter
Project:	Marin Ship Park	**Sample ID:**	MB-217293

QC Summary Report for Metals

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
Antimony	ND	0.500	0.500	-	-	-
Arsenic	ND	0.500	0.500	-	-	-
Barium	ND	5.00	5.00	-	-	-
Beryllium	ND	0.500	0.500	-	-	-
Cadmium	ND	0.250	0.250	-	-	-
Chromium	ND	0.500	0.500	-	-	-
Cobalt	ND	0.500	0.500	-	-	-
Lead	ND	0.500	0.500	-	-	-
Mercury	ND	0.0500	0.0500	-	-	-
Molybdenum	ND	0.500	0.500	-	-	-
Nickel	ND	0.500	0.500	-	-	-
Selenium	ND	0.500	0.500	-	-	-
Silver	ND	0.500	0.500	-	-	-
Thallium	ND	0.500	N/A	-	-	-
Vanadium	ND	0.500	0.500	-	-	-
Zinc	ND	5.00	5.00	-	-	-
Surrogate Recovery						
Terbium	563			500	113	70-130

McCampbell Analytical, Inc.
1534 Willow Pass Rd
Pittsburg, CA 94565-1701
(925) 252-9262

CHAIN-OF-CUSTODY RECORD

WorkOrder: 2103810 **ClientCode: MDALC**

☐ WaterTrax ☐ WriteOn ☐ EDF ☐ EQuIS ☑ Dry-Weight ☐ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag
☐ Detection Summary ☐ Excel

Report to:
Monte Deignan
Monte Deignan & Associates
PO Box 546
Larkspur, CA 947
(415) 927-9038 FAX:

Email: montedeignan@mac.com
cc/3rd Party:
PO:
Project: Marin Ship Park

Bill to:
Monte Deignan
Monte Deignan & Associates
PO Box 546
Larkspur, CA 947

Requested TAT: 1 day;

Date Received: **03/12/2021**
Date Logged: **03/12/2021**

Lab ID	Client ID	Matrix	Collection Date	Hold	Requested Tests (See legend below)											
					1	2	3	4	5	6	7	8	9	10	11	12
2103810-001	RBD-01: Fence Line	Air	3/11/2021 14:50	☐	A		A									
2103810-002	RBD-02: Rest Room @ TC	Air	3/11/2021 15:01	☐	A		A									
2103810-003	RBD-3: Field Blank	Air	3/11/2021 00:00	☐		A	A									

Test Legend:

1	N7303_CAM17MS_F	2	N7303_METALSMS_FB	3	PRDisposal Fee	4	
5		6		7		8	
9		10		11		12	

Project Manager: Angela Rydelius **Prepared by: Valerie Alfaro**

Comments:

NOTE: Soil samples are discarded 60 days after results are reported unless other arrangements are made (Water samples are 30 days).
Hazardous samples will be returned to client or disposed of at client expense.

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WORK ORDER SUMMARY

Client Name: MONTE DEIGNAN & ASSOCIATES **Project:** Marin Ship Park **Work Order:** 2103810
Client Contact: Monte Deignan **QC Level:** LEVEL 2
Contact's Email: montedeignan@mac.com **Comments:** **Date Logged:** 3/12/2021

☐ WaterTrax ☐ WriteOn ☐ EDF ☐ Excel ☐ EQuIS ☐ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag

LabID	ClientSampID	Matrix	Test Name	Containers /Composites	Bottle & Preservative	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	SubOut
001A	RBD-01: Fence Line	Air	N7303m (CAM 17 By ICPMS)	1	Filter	☐	☐	3/11/2021 14:50	1 day	3/15/2021		☐	
002A	RBD-02: Rest Room @ TC	Air	N7303m (CAM 17 By ICPMS)	1	Filter	☐	☐	3/11/2021 15:01	1 day	3/15/2021		☐	
003A	RBD-3: Field Blank	Air	N7303 (Metals) Filter Blank <Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Cobalt, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium, Zinc>	1	Filter	☐	☐	3/11/2021	1 day	3/15/2021		☐	

NOTES: * STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.

Filter and Wipe COC

RUSH!

MAI Work Order # 2103810

McCAMPBELL ANALYTICAL, INC.

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www.mccampbell.com main@mccampbell.com

CHAIN OF CUSTODY RECORD

Turn Around Time:	1 Day Rush	●	2 Day Rush		3 Day Rush		STD		Quote #				
J-Flag / MDL		ESL		Detect Summary					Bottle Order #				
Delivery Format:	PDF	●	GeoTracker EDF		EDD		Write On (DW)			EQuIS			

Report To: Monte Deignan — Bill To: Monte Deignan CREDIT CD.
Company: Monte Deignan & Associates
Email: montedeignan@mac.com
Alt Email: Tele: 415 927-9038
Project Name: Marin Ship Park — Project #:
Project Location: Marin Ship Park, Sausalito — PO #
Sampler Signature: Monte Deignan

Analysis Requested

SAMPLE ID Location / Field Point	Sampling Start Date	Sampling Start Time	End Time	Air Flow Rate (mL or L /min)	Metals by (NIOSH 7303, E6020) CAM 17	Hg by (NIOSH 6009, E6020, SW 7471A)	Total Particulates by NIOSH 0500	Respirable Particulates by NIOSH 0600	Respireable Silica (NIOSH 7602)	Cr VI by (NIOSH 7605, SW7199)	TPH Diesel, MO by (NIOSH 1550, SW8015B)	SVOCs, PNAs, by (NIOSH 5506, SW8270)	OC Pesticides, PCBs (NIOSH 5503, SW8081/8082)			Matrix: Filter	Matrix: Wipe	Matrix: Sorbent Tube	Total Volume/Area: Volume (L)	Total Volume/Area: Area Wiped (cm^2, ft^2)
RBD-01: Fence Line	3-11	09:15 AM	2:50 PM	9 LPM	●											●			3015 L	
RBD-02: Rest Room @ TC	3-11	09:39 AM	3:01 PM	8 LPM	●											●			2576	
RBD-03: Field Blank	3-11	-	-	-	●											●			NA	

Please specify units if different than default: Air Filter is reported in µg/L, Wipe is reported in µg/wipe.

**MAI clients MUST disclose any dangerous chemicals known to be present in their submitted samples in concentrations that may cause immediate harm or serious future health endangerment as a result of brief, gloved, open air, sample handling by MAI staff. Non-disclosure incurs an immediate $250 surcharge and the client is subject to full legal liability for harm suffered. Thank you for your understanding and for allowing us to work safely.

Relinquished By / Company Name	Date	Time	Received By / Company Name	Date	Time	Comments / Instructions
Monte Deignan	3-12-21	14:27		3/12/21	1427	

Page 1 of 1

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Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
http://www.mccampbell.com / E-mail: main@mccampbell.com

Sample Receipt Checklist

Client Name:	**Monte Deignan & Associates**	Date and Time Received:	**3/12/2021 14:27**
Project:	**Marin Ship Park**	Date Logged:	**3/12/2021**
		Received by:	Tina Perez
WorkOrder №:	**2103810** Matrix: Air	Logged by:	Valerie Alfaro
Carrier:	Client Drop-In		

Chain of Custody (COC) Information

Chain of custody present?	Yes	☑	No	☐		
Chain of custody signed when relinquished and received?	Yes	☑	No	☐		
Chain of custody agrees with sample labels?	Yes	☑	No	☐		
Sample IDs noted by Client on COC?	Yes	☑	No	☐		
Date and Time of collection noted by Client on COC?	Yes	☑	No	☐		
Sampler's name noted on COC?	Yes	☑	No	☐		
COC agrees with Quote?	Yes	☐	No	☐	NA	☑

Sample Receipt Information

Custody seals intact on shipping container/cooler?	Yes	☐	No	☐	NA	☑
Shipping container/cooler in good condition?	Yes	☑	No	☐		
Samples in proper containers/bottles?	Yes	☑	No	☐		
Sample containers intact?	Yes	☑	No	☐		
Sufficient sample volume for indicated test?	Yes	☑	No	☐		

Sample Preservation and Hold Time (HT) Information

All samples received within holding time?	Yes	☑	No	☐	NA	☐
Samples Received on Ice?	Yes	☐	No	☑		
Sample/Temp Blank temperature	Temp:				NA	☑
ZHS conditional analyses: VOA meets zero headspace requirement (VOCs, TPHg/BTEX, RSK)?	Yes	☐	No	☐	NA	☑
Sample labels checked for correct preservation?	Yes	☑	No	☐		
pH acceptable upon receipt (Metal: <2; Nitrate 353.2/4500NO3: <2; 522: <4; 218.7: >8)?	Yes	☐	No	☐	NA	☑
UCMR Samples:						
pH tested and acceptable upon receipt (200.8: ≤2; 525.3: ≤4; 530: ≤7; 541: <3; 544: <6.5 & 7.5)?	Yes	☐	No	☐	NA	☑
Free Chlorine tested and acceptable upon receipt (<0.1mg/L)?	Yes	☐	No	☐	NA	☑

Comments:

McCampbell Analytical, Inc.

"When Quality Counts"

Analytical Report

WorkOrder: 2103812

Report Created for: Monte Deignan & Associates

PO Box 546
Larkspur, CA 947

Project Contact: Monte Deignan
Project P.O.:
Project: Marin Ship Yard

Project Received: 03/12/2021

Analytical Report reviewed & approved for release on 03/15/2021 by:

Yen Cao
Project Manager

1534 Willow Pass Rd. Pittsburg, CA 94565 ♦ TEL: (877) 252-9262 ♦ FAX: (925) 252-9269 ♦ www.mccampbell.com
CA ELAP 1644 ♦ NELAP 4033 ORELAP

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http://www.mccampbell.com / E-mail: main@mccampbell.com

Glossary of Terms & Qualifier Definitions

Client: Monte Deignan & Associates
Project: Marin Ship Yard
WorkOrder: 2103812

Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
CPT	Consumer Product Testing not NELAP Accredited
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
LQL	Lowest Quantitation Level
MB	Method Blank
MB % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	Method Detection Limit
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
N/A	Not Applicable
ND	Not detected at or above the indicated MDL or RL
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PDSD	Post Digestion Spike Duplicate
PF	Prep Factor
RD	Relative Difference
RL	Reporting Limit (The RL is the lowest calibration standard in a multipoint calibration.)
RPD	Relative Percent Deviation
RRT	Relative Retention Time
SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
TZA	TimeZone Net Adjustment for sample collected outside of MAI's UTC.
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)

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Analytical Report

Client:	Monte Deignan & Associates	**WorkOrder:**	2103812
Date Received:	03/12/2021 14:27	**Extraction Method:**	SW3050B
Date Prepared:	03/13/2021	**Analytical Method:**	SW6020
Project:	Marin Ship Yard	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
SCS-01: Lawn at Tennis Courts	**2103812-001A**	**Soil**	**03/11/2021 13:00**	**ICP-MS5 141SMPL.d**	**217288**

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.50	1	03/15/2021 10:59
Arsenic	**3.6**	0.50	1	03/15/2021 10:59
Barium	**63**	5.0	1	03/15/2021 10:59
Beryllium	ND	0.50	1	03/15/2021 10:59
Cadmium	ND	0.50	1	03/15/2021 10:59
Chromium	**36**	0.50	1	03/15/2021 10:59
Cobalt	**7.2**	0.50	1	03/15/2021 10:59
Copper	**28**	0.50	1	03/15/2021 10:59
Lead	**12**	0.50	1	03/15/2021 10:59
Mercury	**0.061**	0.050	1	03/15/2021 10:59
Molybdenum	ND	0.50	1	03/15/2021 10:59
Nickel	**40**	0.50	1	03/15/2021 10:59
Selenium	ND	0.50	1	03/15/2021 10:59
Silver	ND	0.50	1	03/15/2021 10:59
Thallium	ND	0.50	1	03/15/2021 10:59
Vanadium	**34**	0.50	1	03/15/2021 10:59
Zinc	**42**	5.0	1	03/15/2021 10:59

Surrogates	REC (%)	Limits	
Terbium	107	70-130	03/15/2021 10:59

Analyst(s): JAG

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Quality Control Report

Client:	Monte Deignan & Associates	**WorkOrder:**	2103812
Date Prepared:	03/13/2021	**BatchID:**	217288
Date Analyzed:	03/15/2021	**Extraction Method:**	SW3050B
Instrument:	ICP-MS5	**Analytical Method:**	SW6020
Matrix:	Soil	**Unit:**	mg/kg
Project:	Marin Ship Yard	**Sample ID:**	MB/LCS/LCSD-217288

QC Summary Report for Metals

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
Antimony	ND	0.160	0.500	-	-	-
Arsenic	ND	0.150	0.500	-	-	-
Barium	ND	0.570	5.00	-	-	-
Beryllium	ND	0.0730	0.500	-	-	-
Cadmium	ND	0.0940	0.500	-	-	-
Chromium	ND	0.130	0.500	-	-	-
Cobalt	ND	0.0520	0.500	-	-	-
Copper	ND	0.180	0.500	-	-	-
Lead	ND	0.140	0.500	-	-	-
Mercury	ND	0.0320	0.0500	-	-	-
Molybdenum	ND	0.160	0.500	-	-	-
Nickel	ND	0.170	0.500	-	-	-
Selenium	ND	0.150	0.500	-	-	-
Silver	ND	0.120	0.500	-	-	-
Thallium	ND	0.0670	0.500	-	-	-
Vanadium	ND	0.130	0.500	-	-	-
Zinc	ND	3.00	5.00	-	-	-
Surrogate Recovery						
Terbium	538			500	108	70-130

(Cont.)

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Quality Control Report

Client:	Monte Deignan & Associates	**WorkOrder:**	2103812
Date Prepared:	03/13/2021	**BatchID:**	217288
Date Analyzed:	03/15/2021	**Extraction Method:**	SW3050B
Instrument:	ICP-MS5	**Analytical Method:**	SW6020
Matrix:	Soil	**Unit:**	mg/kg
Project:	Marin Ship Yard	**Sample ID:**	MB/LCS/LCSD-217288

QC Summary Report for Metals

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Antimony	48.3	49.8	50	97	100	75-125	3.02	20
Arsenic	50.0	52.0	50	100	104	75-125	3.95	20
Barium	491	502	500	98	100	75-125	2.06	20
Beryllium	48.6	50.3	50	97	101	75-125	3.58	20
Cadmium	49.0	51.3	50	98	103	75-125	4.48	20
Chromium	48.6	50.5	50	97	101	75-125	3.94	20
Cobalt	50.2	51.8	50	100	104	75-125	3.19	20
Copper	49.4	52.1	50	99	104	75-125	5.27	20
Lead	49.9	51.2	50	100	102	75-125	2.69	20
Mercury	1.19	1.22	1.25	95	98	75-125	3.07	20
Molybdenum	49.3	49.7	50	99	99	75-125	0.927	20
Nickel	50.2	52.4	50	100	105	75-125	4.36	20
Selenium	48.4	50.3	50	97	101	75-125	3.80	20
Silver	48.6	49.7	50	97	99	75-125	2.30	20
Thallium	50.0	52.4	50	100	105	75-125	4.61	20
Vanadium	48.4	50.2	50	97	100	75-125	3.63	20
Zinc	489	513	500	98	103	75-125	4.93	20
Surrogate Recovery								
Terbium	529	539	500	106	108	70-130	1.85	20

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Pittsburg, CA 94565-1701
(925) 252-9262

CHAIN-OF-CUSTODY RECORD

WorkOrder: 2103812 **ClientCode: MDALC**

☐ WaterTrax ☐ WriteOn ☐ EDF ☐ EQuIS ☑ Dry-Weight ☐ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag
☐ Detection Summary ☐ Excel

Report to:
Monte Deignan
Monte Deignan & Associates
PO Box 546
Larkspur, CA 947
(415) 927-9038 FAX:

Email: montedeignan@mac.com
cc/3rd Party:
PO:
Project: Marin Ship Yard

Bill to:
Monte Deignan
Monte Deignan & Associates
PO Box 546
Larkspur, CA 947

Requested TAT: 1 day;

Date Received: **03/12/2021**
Date Logged: **03/12/2021**

Lab ID	Client ID	Matrix	Collection Date	Hold	Requested Tests (See legend below)											
					1	2	3	4	5	6	7	8	9	10	11	12
2103812-001	SCS-01: Lawn at Tennis Courts	Soil	3/11/2021 13:00	☐	A	A										

Test Legend:

1	CAM17MS_TTLC_S	2	PRDisposal Fee	3		4	
5		6		7		8	
9		10		11		12	

Project Manager: Angela Rydelius **Prepared by: Nancy Palacios**

Comments:

NOTE: Soil samples are discarded 60 days after results are reported unless other arrangements are made (Water samples are 30 days).
Hazardous samples will be returned to client or disposed of at client expense.

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WORK ORDER SUMMARY

Client Name: MONTE DEIGNAN & ASSOCIATES
Client Contact: Monte Deignan
Contact's Email: montedeignan@mac.com

Project: Marin Ship Yard
Comments:

Work Order: 2103812
QC Level: LEVEL 2
Date Logged: 3/12/2021

☐ WaterTrax ☐ WriteOn ☐ EDF ☐ Excel ☐ EQuIS ☐ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag

LabID	ClientSampID	Matrix	Test Name	Containers /Composites	Bottle & Preservative	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	SubOut
001A	SCS-01: Lawn at Tennis Courts	Soil	SW6020 (CAM 17)	1	Plastic Baggie, Extra Small	☐	☐	3/11/2021 13:00	1 day	3/15/2021		☐	

NOTES: * STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.

RUSH!

General COC

MAI Work Order # 2103812

McCAMPBELL ANALYTICAL, INC.

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CHAIN OF CUSTODY RECORD

Turn Around Time: 1 Day Rush	●	2 Day Rush		3 Day Rush		STD		Quote #	
J-Flag / MDL		ESL		Cleanup Approved		Dry Weight		Bottle Order #	
Delivery Format:	PDF	●	GeoTracker EDF		EDD		Write On (DW)		Detect Summary

Report To: Monte Deignan | Bill To: Monte Deignan, credit card

Company: Monte Deignan & Associates

Email: montedeignan@mac.com

Alt Email: | Tele: 415 927-9038

Project Name: Marin Ship Park | Project #:

Project Location: Marin Ship Park, Sausalito | PO #

Sampler Signature: [signature]

Analysis Requested

SAMPLE ID Location / Field Point	Sampling Date	Sampling Time	#Containers	Matrix	Preservative	Cam 17 soils
SCS-01: Lawn at Tennis Courts	3-11	1:00 PM	1	Soil	NA	●

MAI clients MUST disclose any dangerous chemicals known to be present in their submitted samples in concentrations that may cause immediate harm or serious future health endangerment as a result of brief, gloved, open air, sample handling by MAI staff. Non-disclosure incurs an immediate $250 surcharge and the client is subject to full legal liability for harm suffered. Thank you for your understanding and for allowing us to work safely.

* If metals are requested for water samples and the water type (Matrix) is not specified on the chain of custody, MAI will default to metals by E200.8.

Please provide an adequate volume of sample. If the volume is not sufficient for a MS/MSD a LCS/LCSD will be prepared in its place and noted in the report.

Comments / Instructions

Relinquished By / Company Name	Date	Time	Received By / Company Name	Date	Time
[signature]	3/12/21	14:27	[signature]	3/12/21	1427

Matrix Code: DW=Drinking Water, GW=Ground Water, WW=Waste Water, SW=Seawater, S=Soil, SL=Sludge, A=Air, WP=Wipe, O=Other

Preservative Code: 1=4°C 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=ZnOAc/NaOH 7=None

Temp 25.7 °C Initials JP.

NO ICE

Page 1 of 1

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Sample Receipt Checklist

Client Name:	**Monte Deignan & Associates**	Date and Time Received:	**3/12/2021 14:27**
Project:	**Marin Ship Yard**	Date Logged:	**3/12/2021**
		Received by:	Tina Perez
WorkOrder №:	**2103812** Matrix: Soil	Logged by:	Nancy Palacios
Carrier:	Client Drop-In		

Chain of Custody (COC) Information

Chain of custody present?	Yes	☑	No	☐	
Chain of custody signed when relinquished and received?	Yes	☑	No	☐	
Chain of custody agrees with sample labels?	Yes	☑	No	☐	
Sample IDs noted by Client on COC?	Yes	☑	No	☐	
Date and Time of collection noted by Client on COC?	Yes	☑	No	☐	
Sampler's name noted on COC?	Yes	☑	No	☐	
COC agrees with Quote?	Yes	☐	No	☐	NA ☑

Sample Receipt Information

Custody seals intact on shipping container/cooler?	Yes	☐	No	☐	NA ☑
Shipping container/cooler in good condition?	Yes	☑	No	☐	
Samples in proper containers/bottles?	Yes	☑	No	☐	
Sample containers intact?	Yes	☑	No	☐	
Sufficient sample volume for indicated test?	Yes	☑	No	☐	

Sample Preservation and Hold Time (HT) Information

All samples received within holding time?	Yes	☑	No	☐	NA ☐
Samples Received on Ice?	Yes	☐	No	☑	
Sample/Temp Blank temperature	Temp: 25.7°C				NA ☐
ZHS conditional analyses: VOA meets zero headspace requirement (VOCs, TPHg/BTEX, RSK)?	Yes	☐	No	☐	NA ☑
Sample labels checked for correct preservation?	Yes	☑	No	☐	
pH acceptable upon receipt (Metal: <2; Nitrate 353.2/4500NO3: <2; 522: <4; 218.7: >8)?	Yes	☐	No	☐	NA ☑
UCMR Samples:					
pH tested and acceptable upon receipt (200.8: ≤2; 525.3: ≤4; 530: ≤7; 541: <3; 544: <6.5 & 7.5)?	Yes	☐	No	☐	NA ☑
Free Chlorine tested and acceptable upon receipt (<0.1mg/L)?	Yes	☐	No	☐	NA ☑

Comments:

for a soil receiving a waste or combination of wastes containing both metals that require a high and low pH, the appropriate pH will need to be carefully determined and maintained to prevent problems. If the pH must be maintained below 6.5, the amounts of metals applied may need to be less than the acceptable levels suggested under each metal section.

It is well known that normally acid soils require repeated lime applications to keep the pH near neutral. While it is expected that pH values will be properly adjusted and maintained during operation and closure, it is likely that following closure, the pH will slowly decrease to the value of the native soil. Therefore, it is possible that some insoluble or sorbed metals will later return in the soil solution. Little information is available on the release of precipitated metals, but when evaluating the long-term impact of land treatment on a normally acidic soil, this possibility should be considered.

There is little evidence that, upon the addition of sludge to soil, significant amounts of metals are permanently held on the cation exchange sites by physical sorption or electrostatic attraction. The soil cation exchange capacity (CEC) has also been shown to make little difference in the amount of metal which is taken up by crops (Hinesly et al., 1982). Most of the metal inactivation in the soil is probably a result of chemical or specific sorption, precipitation and, to a lesser extent, reversion to less available mineral forms, particularly when a soil is calcareous. Chaney (personal communication) suggests that the only reason for considering CEC is to limit the amounts of metals applied to normally acidic soils that have a CEC below 5 meq/100 g since such soils would likely revert to the original pH shortly after liming is discontinued. Consideration of CEC as a measure of the buffering capacity more closely related to the surface area of a soil, rather than as a guide to loading capacity, is the appropriate approach.

The maximum and normal concentrations of metals found in soil are given in Table 6.46. One must be cautious, however, about using the upper limit of the normal range of metal concentrations in soil as an acceptable loading rate. These ranges often include soils that contain naturally high concentrations of metals resulting in toxicity to all but adapted plants.

Table 6.47 is compiled from the National Academy of Science and National Academy of Engineering (1972) irrigation quality standards, sewage sludge loading rates developed by Dowdy et al. (1976), and an extensive review of the literature. National Academy of Science and National Academy of Engineering (1972) recommendations are primarily based on concentrations of metals which can adversely affect sensitive vegetation. The irrigation standards assume a 57.2 cm depth of water applied for 20 years on fine textured soil. Recommendations given by Dowdy et al. (1976) limit application based on the soil CEC. The final column in Table 6.47 is compiled from the literature review in this document and is based on microbial and plant toxicity limits, animal health considerations, and soil chemistry which reflects the ability of the soil to immobilize the metal elements. Although immobilization was considered in developing these recommendations, there is little information in the literature on which to base loading

TABLE 6.46 TRACE ELEMENT CONTENT OF SOILS*

Element	Common Range (ppm)	Average	Element	Common Range (ppm)	Average
Ag	0.01-5	.05	Li	5-200	20
Al	10,000-300,000	71,000	Mg	600-6,000	5,000
As	1-50	5	Mn	20-3,000	600
Au		<1	Mo	0.2-5	2
B	2-100	10	Ni	5-500	40
Ba	100-3,000	430	Pb	2-200	10
Be	0.1-40	6	Ra	8×10^{-5}	
Br	1-10	5	Rb	50-500	10
Cd	0.01-0.7	.06	Sb	2-10	
Cl	20-900	100	Se	0.1-2	.3
Co	1-40	8	Sn	2-200	10
Cr	1-1,000	100	Sr	50-1,000	200
Cs	0.3-25	6	U	0.9-9	1
Cu	2-100	30	V	20-500	100
F	10-4,000	200	W		1
Ga	0.4-300	30	Y	25-250	50
Hg	0.01-0.3	.03	Zn	10-300	50
I	0.1-40	5	Zr	60-2,000	300
La	1-5,000	30			

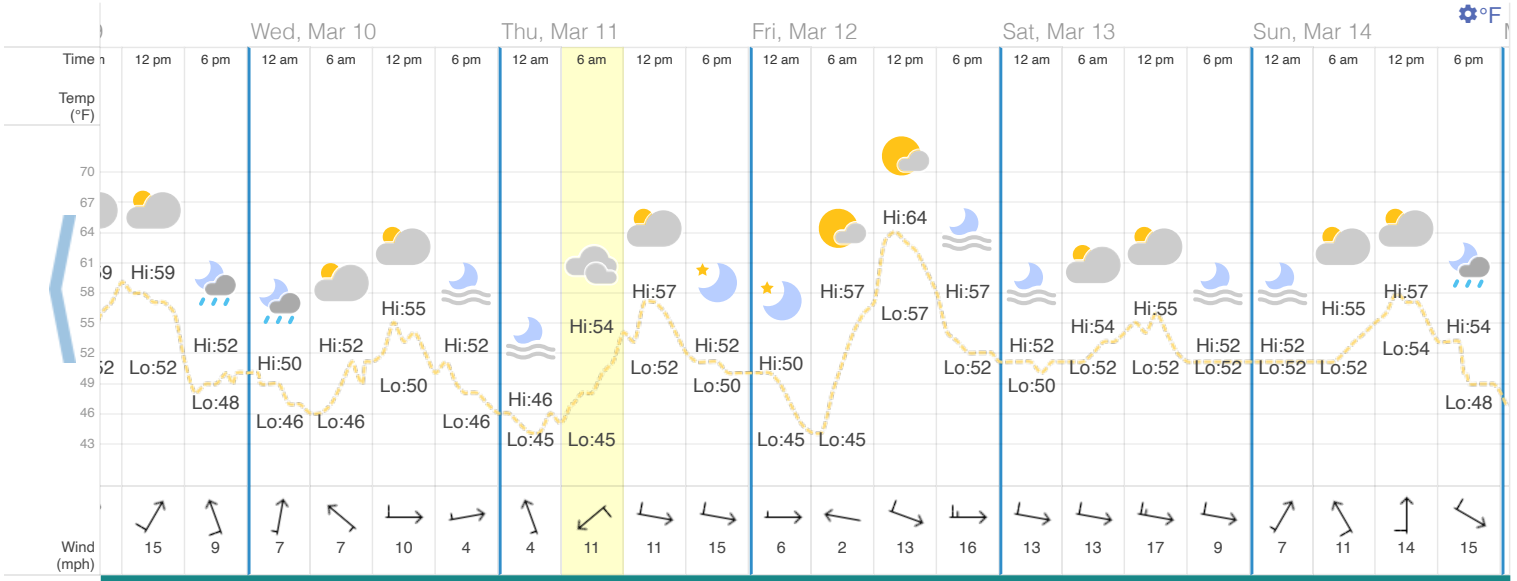
* Lindsay (1979).

Past Weather in Sausalito Town Square, California, USA — March 2021

Currently: 60 °F. Passing clouds. (Weather station: San Francisco International Airport, USA). See more current weather ›

Select month: March 2021

March 2021 Weather in Sausalito Town Square — Graph



Thursday, March 11, 2021, 6:00 am — 12:00 pm

54 / 45 °F
Overcast.

Humidity: 75%
Barometer: 30.09 "Hg

Wind: NE 10.564 mph

Visit Site >

Mon, Mar 1 | Tue, Mar 2 | Wed, Mar 3 | Thu, Mar 4 | Fri, Mar 5 | Sat, Mar 6 | Sun, Mar 7 | Mon, Mar 8 | Tue, Mar 9 | Wed, Mar 10 | Thu, Mar 11 | Fri, Mar 12 | Sat, Mar 13 | Sun, Mar 14 | Mon, Mar 15 | Tue, Mar 16 | Wed, Mar 17 | Thu, Mar 18 | Fri, Mar 19 | Sat, Mar 20 | Sun, Mar 21 | Mon, Mar 22 | Tue, Mar 23

See weather overview >

High & Low Weather Summary for March 2021

	Temperature	Humidity	Pressure
High	69 °F (Mar 1, 2:56 pm)	90% (Mar 18, 2:21 pm)	30.34 "Hg (Mar 18, 2:21 pm)
Low	44 °F (Mar 11, 2:56 am)	19% (Mar 1, 2:56 pm)	29.75 "Hg (Mar 3, 4:56 am)
Average	53 °F	67%	30.11 "Hg

* Reported Mar 1 12:56 am — Mar 23 4:56 pm, Sausalito Town Square. Weather by CustomWeather, © 2021

Note: Actual official high and low records may vary slightly from our data, if they occured in-between our weather recording intervals... More about our weather records

Sausalito Town Square Weather History for March 1, 2021

Show weather for: March 1, 2021

	Conditions		Comfort			
Time	**Temp**	**Weather**	**Wind**	**Humidity**	**Barometer**	**Visibility**
12:56 am Mon, Mar 1	49 °F	Clear.	No wind	52%	30.17 "Hg	10 mi
1:56 am	49 °F	Passing clouds.	No wind	55%	30.16 "Hg	10 mi
2:56 am	47 °F	Clear.	3 mph	61%	30.15 "Hg	10 mi
3:56 am	46 °F	Clear.	3 mph	58%	30.14 "Hg	10 mi
4:56 am	45 °F	Clear.	3 mph	60%	30.13 "Hg	10 mi
5:56 am	45 °F	Clear.	3 mph	60%	30.14 "Hg	10 mi
6:56 am	45 °F	Sunny.	8 mph	63%	30.15 "Hg	10 mi
7:56 am	52 °F	Sunny.	No wind	55%	30.16 "Hg	10 mi
8:56 am	56 °F	Sunny.	3 mph	55%	30.16 "Hg	10 mi
9:56 am	60 °F	Sunny.	10 mph	33%	30.16 "Hg	10 mi
10:56 am	62 °F	Passing clouds.	6 mph	39%	30.14 "Hg	10 mi
11:56 am	60 °F	Sunny.	10 mph	56%	30.13 "Hg	10 mi
12:56 pm	61 °F	Sunny.	10 mph	58%	30.11 "Hg	10 mi
1:56 pm	66 °F	Sunny.	7 mph	32%	30.08 "Hg	10 mi

2:56 pm	69 °F	Sunny.	20 mph	↑	19%	30.05 "Hg	10 mi
3:56 pm	63 °F	Sunny.	9 mph	↙	52%	30.03 "Hg	10 mi
4:56 pm	67 °F	Sunny.	No wind	↓	27%	30.02 "Hg	10 mi
5:56 pm	63 °F	Sunny.	10 mph	↗	26%	30.03 "Hg	10 mi
6:56 pm	60 °F	Passing clouds.	10 mph	↗	30%	30.03 "Hg	10 mi
7:56 pm	60 °F	Passing clouds.	7 mph	↘	30%	30.04 "Hg	10 mi
8:56 pm	54 °F	Passing clouds.	5 mph	↘	51%	30.04 "Hg	10 mi
9:56 pm	55 °F	Passing clouds.	3 mph	↙	55%	30.04 "Hg	10 mi
10:56 pm	51 °F	Passing clouds.	8 mph	→	59%	30.04 "Hg	10 mi
11:56 pm	51 °F	Passing clouds.	6 mph	↘	48%	30.03 "Hg	10 mi

Weather by CustomWeather, © 2021

Mar 1 | Mar 2 | Mar 3 | Mar 4 | Mar 5 | Mar 6 | Mar 7 | Mar 8 | Mar 9 | Mar 10 | Mar 11 | Mar 12 | Mar 13 | Mar 14 | Mar 15 | Mar 16 | Mar 17 | Mar 18 | Mar 19 | Mar 20 | Mar 21 | Mar 22 | Mar 23

See weather overview ›

Monte J. Deignan Resume for 2021

Certified Asbestos and Lead Consultant

Education

1980 California Polytechnic State University, San Luis Obispo
Bachelor of Science, Architecture

Accreditation Training

1988 University of California Extension, Berkeley
AHERA inspector and management planner
1989 University of California Extension, Berkeley
NIOSH 582 Airborne fiber analysis for asbestos
1992 University of California Extension, Berkeley
AHERA supervisor, competent person
1995 University of California Extension, Berkeley
DOHS approved lead courses for inspector, supervisor

Licenses /Credentials

1993 Cal / OSHA Certified asbestos consultant # CAC 93-0879
1995 CA DHS Certified Lead Inspector / Assessor # 2599

Experience

Environmental Consulting 1989-2021

Certified asbestos consultant work for different clients and firms in the Northern California region. Range of services from inspections, work monitoring, clearance air sampling, etc.
Working with local firms and CIH firms to provide independent services to supplement staffing requirements.

Safety Training 1999-2021

From March 2000 to 2003, Mr. Deignan has been a regular guest lecturer at UC Berkeley Extension AHERA Refresher classes for asbestos supervisor training. Starting in 2001, Mr. Deignan has been providing Class IV training for the San Francisco International Airport staff. This training has been provided through the City College of San Francisco Offices. Additional Class IV Asbestos training has been provided to the Department of Public Works at the County of Marin.

Specific Projects 1989- 2021

Mr. Deignan has performed asbestos and lead surveys and project oversight on such diverse projects as the following:

- Project supervision of asbestos abatement at San Quentin State Prison, CA
- Inspection of numerous retail department stores and supermarkets in the San Francisco area. Range of size of these projects has been from 10,000 - 50,000 Sq. Ft.
- Inspection and abatement oversight of numerous ships and maritime equipment work for National Park Service as well as large ship yards in the East Bay.

- Asbestos monitoring during construction and demolition phases of the BART extension in Alameda and Contra Costa counties.
- Lead and asbestos inspections and abatement oversight during demolition and construction work at San Francisco International Airport. The work has involved work in active parts of the airport, as well as site work areas being renovated.
- Asbestos and Lead inspections and abatement oversight during demolition and construction work at County of Marin Public Works facilities such as firehouses, libraries, and the Marin Civic Center

EXHIBIT 2

MARINSHIP RESTROOM

THIS RESTROOM IS CLEANED AND STOCKED BY THE SAUSALITO PARKS AND RECREATION DEPARTMENT

MONDAYS-FRIDAYS (HOLIDAYS EXCEPTED)

IF ADDITIONAL SUPPLIES AND/OR CLEANING IS NEEDED PLEASE CONTACT

SAUSALITO PARKS AND RECREATION DEPARTMENT

415-489-4152

EXHIBIT 3

CITY OF SAUSALITO

OPERATIONS AND MAINTENANCE PLAN
Marinship Park

I. General Provisions

A. Purpose: This Operations and Maintenance Plan is enacted pursuant to the Standard Operating Procedures attached as "Exhibit A" to Resolution No. 6009 adopted by the City on February 5, 2020 and shall govern the operations and maintenance of Marinship Park throughout its use as a temporary relocation site homeless encampments on City.

B. Duration: All departments and employees of the City must comply (or – in the case where compliance is prevented by factors outside the City's control – endeavor to comply) with this Operations and Maintenance Plan for Marinship Park throughout the duration of the site's use as a temporary relocation site homeless encampments, such period to be determined by the City Manager and shall be in compliance with any orders issued by a federal court and/or any other legal governing bodies/authorities having jurisdiction.

C. Agencies: The Department of Public Works (DPW) and Department of Parks and Recreation (DPR) shall have shared primary responsibility for implementing this Operations and Maintenance Plan, and may enlist support from other City departments as needed.

D. Goal: Work together to improve sanitation, including providing and maintaining restroom facilities and sanitation facilities. The City must balance the rights of encamped individuals against its fundamental duty to maintain public health, welfare, and safety.

E. Definitions: As used in this Operations and Maintenance Plan, the following terms shall have the meanings given them in this section.

1. "Camping Facilities" means and includes, but is not limited to, tents, huts, temporary shelters, temporary housing structures and, personal property.
2. "Permanent Restroom Facilities" means and includes the permanent mens' and womens' restroom facilities at Marinship Park and all fixtures and appurtenant structures and facilities thereto.

II. Upgrades and/or Maintenance Items

A. Prior to relocating the encampment to Marinship Park, the City shall complete the following upgrades and/or maintenance items at the Permanent Restroom Facilities:

1. Replacement of plumbing fixtures including automated flushometers and larger sinks; and
2. Repaint interiors.

III. Routine Maintenance

A. The City shall conduct routine cleaning of and re-stocking of soap, paper towels, toilet paper, toilet seat covers, and hand sanitizer (containing at

least 60% alcohol) at the Permanent Restroom Facilities every weekday (Monday-Friday) except major holidays. A schedule and sign-off sheet shall be maintained by the City documenting the cleaning and re-stocking described herein.

B. Laminated signs shall be posted in visible locations in or around the Permanent Restroom Facilities which will provide a phone number to call if users of the permanent restroom facilities find that supplies are running low or additional cleaning is needed. The City shall endeavor to satisfy requests made through such phone calls by end of the following business day (business days are considered Monday – Friday, excluding federal holidays).

C. Approximately every two (2) weeks, a deep-cleaning of the Permanent Restroom Facilities will be conducted using a machine that combines steam cleaning with detergent pressure called a "Hotsy".

IV. Provision of Portable Toilets, Handwashing Stations, and Dumpster(s)

A. Prior to relocating the encampment to Marinship Park, the City shall make arrangements with respective vendors to contract for the supply of portable toilets, handwashing stations, and dumpster. If the City determines the temporary facilities are unnecessary to meet the demand, the City may remove the facilities.

B. The City will coordinate with vendors to provide for routine maintenance, cleaning, and re-stocking of portable toilets, handwashing stations, and dumpster as applicable.

V. COVID-19 Health and Safety Precautions

A. Prior to any relocation and/or transition of homeless encampments within City limits to Marinship Park, the City will delineate social-distancing circles at the designated area for Camping Facilities to encourage those staying in the encampment to set up their tents/sleeping quarters with at least a 12 feet space around said tent/sleeping quarters per individual, per CDC published guidelines.

B. The City will supply and regularly re-stock reasonable personal protective equipment (PPE) in or around the Permanent Restroom Facilities including protective face masks, gloves and sanitizing supplies as necessary.

EXHIBIT 4

EXHIBIT 5


31.69 ft
72.58 ft
68.94 ft
91.76 ft
Area: 25,407.63 ft²
Perimeter: 649.99 ft
45.52 ft
35.02 ft
64.55 ft
Area: 5,531.95 ft²
Perimeter: 305.53 ft
212.17 ft
63.97 ft
64.33 ft
76.37 ft

EXHIBIT 6


205.66 ft
265.77 ft
69.52 ft
Area: 60,616.65 ft²
Perimeter: 1,020.67 ft
53.63 ft
77.86 ft
220.02 ft

EXHIBIT 7

February 26, 2021 (Above)

April 6, 2021 (Above)

EXHIBIT 8

BRIDGEWAY MARINA CORP.
225 Locust Street
Sausalito, CA 94965

February 11, 2021

To: City of Sausalito

Re: Tents on the lot

Dear Sir / Madam,

It's our understanding that the City will be removing the tents set up on the lot at the end of Humboldt Street, north of Locust Street.

We hereby, authorize the City of Sausalito to remove the tents set up on the private property portion of the same area.

Any questions or concerns, please call Cameron Razavi at 415-320-0323 or email .

Thank you.

C. Razavi

Cameron Razavi
President

EXHIBIT 9

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

From: McIntyre, Ashley Hart [mailto:amcintyre@marincounty.org]
Sent: Monday, April 05, 2021 4:27 PM
To: John Rohrbacher <JRohrbacher@sausalito.gov>
Cc: Schwartz, Howard <HSchwartz@marincounty.org>

Subject: Fw: Vaccine distribution at the encampment

CAUTION: External Sender

Hi Chief,

Since you asked exactly the same question that Councilmember Blaustein did, I'm forwarding my colleague Howard's response to her question.

Thanks,
Ashley

_____
Ashley Hart McIntyre, JD
Homelessness Policy Analyst
Marin County Department of Health and Human Services
1177 Francisco Blvd. E., San Rafael, CA 94901
(415) 473-3501 phone | (415) 473-6266 fax
amcintyre@marincounty.org
www.marinhhs.org

See: Watch this video to see what we are doing about homelessness
Read: Visit this website to read what we are doing about homelessness

---

From: Schwartz, Howard <HSchwartz@marincounty.org>
Sent: Monday, April 5, 2021 3:10 PM
To: McIntyre, Ashley Hart <amcintyre@marincounty.org>; Melissa Blaustein <mblaustein@sausalito.gov>
Subject: RE: Vaccine distribution at the encampment

HI Councilmember Blaustein,
I'd be happy to answer your questions. The mobile vaccination effort is starting this week.

Each week we make a decision with the vax team on which encampment to go to based on the volume of vaccine that has come in. Based on last weeks volume, we are going to San Rafael, also because this is the first effort we are working out the kinks it the process. I won't know until Thursday this week where we will be able to go next week. But I'm hopeful we'll be able to be in Sausalito in April if the J&J supply holds and increases.

I'd be happy to chat about the process and take any input for planning that you feel we need.
Best wishes,
Howard

Howard Schwartz, PhD | Whole Person Care Team
408.838.5410 | hschwartz@marincounty.org

From: McIntyre, Ashley Hart <amcintyre@marincounty.org>
Sent: Monday, April 5, 2021 2:39 PM
To: Melissa Blaustein <mblaustein@sausalito.gov>
Cc: Schwartz, Howard <HSchwartz@marincounty.org>
Subject: RE: Vaccine distribution at the encampment

Hi Councilmember,

I'm copying my colleague Howard, who is our office's liaison to the vaccine work. I'd be happy to talk tomorrow; I have about 30 minutes at 9:30, 11:30, and 3:30 – do any of those work for you?

Thanks!
Ashley

_____
Ashley Hart McIntyre, JD
Homelessness Policy Analyst
She/Her/Hers

Marin County Department of Health and Human Services
1177 Francisco Blvd E. Ste. B, San Rafael, CA 94901
amcintyre@marincounty.org
Watch: Ending Chronic Homelessness in Marin
Visit: Whole Person Care | Homelessness in Marin

Marin County's Whole Person Care Program coordinates care and shares data across housing, medical, mental health, and social services, with a focus on people experiencing homelessness.

From: Melissa Blaustein <mblaustein@sausalito.gov>
Sent: Monday, April 5, 2021 2:13 PM
To: McIntyre, Ashley Hart <amcintyre@marincounty.org>
Subject: Vaccine distribution at the encampment

Hi Ashley,

I hope you had a wonderful Easter weekend! I wanted to follow up on your updates at the MCCMC meeting last week about HHS making vaccines available to the encampment this week (or was it next?). Could you share any updates on that, and when they might be arriving with the J and J vaccines?

Also, do you have 15 minutes to hop on a call and just touch base at any point tomorrow?

Thanks for all of your hard work. I really appreciate it.

Warmly,
Melissa

Thansk so much
Get Outlook for iOS

EXHIBIT 10

Services Agreement

This Services Agreement (this "**Agreement**"), dated as of March 25, 2021 (the "**Effective Date**"), is by and between Urban Alchemy, a California nonprofit corporation, with its principle office located at 72 6th Street, San Francisco, California 94103 ("**Contractor**") and the City of Sausalito, a California municipal corporation , with offices located at 420 Litho Street, Sausalito, California, 94965 ("**Client**," and together with **Contractor**, the "**Parties**", and each a "**Party**").

WHEREAS, Contractor has the technical expertise and general skills to competently and professionally perform consulting and monitoring services; and

WHEREAS, Client desires to retain Contractor to provide its consulting and monitoring services to the City of Sausalito, and Contractor is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Client agree as follows:

1. Services. Contractor shall perform and provide to Client the monitoring services issued by Client and accepted by Contractor (the "**Services**") as set out in a statement of work in the form attached hereto as Exhibit A (a "**Statement of Work**"). A Statement of Work shall be deemed issued and accepted once signed by both Parties.

2. Responsibilities of the Parties.

2.1 Both Parties agree to undertake the following activities for the duration of the term of this Agreement:

(a) Participate in regular conversations and discussions to sustain a common vision for working together, including, but not limited to, the flow of information and timely communications with each Party;

(b) Respond fully and promptly to any reasonable requests and inquiries from the other Party for instructions, information, or approvals pertaining to this Agreement;

(c) Take all steps necessary, including obtaining any required hiring, licenses, or consents, to prevent delays in Contractor's provision of the Services; and

(d) Ensure that each Party's actions do not place undue risk upon the other Party.

2.2 Contractor agrees to maintain complete and accurate records relating to all amounts billable to and payments made by Client for Services under this Agreement.

2.3 Client agrees to cooperate with Contractor in its performance of the Services and provide access to Client's premises, personnel, and equipment as required to enable Contractor to provide the Services.

3. Invoicing and Payment.

3.1 In consideration of the provision of the Services by the Contractor and the rights granted to Client under this Agreement, Client shall pay the expenses set forth in the applicable Statement of Work. Payment to Contractor of such expense and the reimbursement of costs pursuant to Section 3.2 shall constitute payment in full for the performance of the Services. Contractor shall issue a monthly invoice by the [tenth] day of each month, unless otherwise provided in the Statement of Work. The Client shall pay invoiced amount within 30 days of the date of the invoice to prevent incurring late fees.

3.2 Client shall reimburse Contractor for all reasonable expenses incurred in accordance with the Statement of Work. If an expense is not covered in the Statement of Work, then the Client shall reimburse Contractor to the extent such expense is pre-approved in writing by the Client.

3.3 Except for invoiced amounts that the Client has disputed in accordance with Section 3.4 of this Agreement, all late payments shall bear interest at 7% per month, calculated daily and compounded monthly, and be included on the subsequent invoice for payment.

3.4 In the event that Client disputes any invoice rendered or amount paid, Client shall notify Contractor in writing of the disputed amount. Contractor agrees to provide to Client all supporting documentation concerning any disputed amount within 30 days of written notification of the dispute to Contractor. The Parties agree to use their best efforts to resolve any disputed amount promptly. The due date for paying any disputed amount shall be extended until the resolution of such dispute.

4. Intellectual Property. Each Party shall remain the owner of all its rights, title and interest to its intellectual property, including copyrights, inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**"). To the extent a Party grants any rights or licenses to its Intellectual Property Rights to the other Party in connection with this Agreement, the other Party's use thereof will be subject to reasonable guidelines or as provided in by writing by the owning Party.

5. Confidentiality. Contractor acknowledges that Client is a public agency that is subject to the California Public Records Act, Government Code Sections 6250 through 6276.48, (the "PRA") and that upon request Client is required to provide copies of public records including this Agreement and potentially other written information exchanged between the Parties in connection with the preparation and performance of this Agreement. To the extent that there is non-public, confidential, or proprietary information disclosed between the Parties in connection with this Agreement that is not subject to release under the PRA or any other law such information is considered "Confidential Information". Each Party shall protect and safeguard the confidentiality of all such Confidential Information, use Confidential Information solely for any purposes related to providing Services and satisfying its obligations pursuant to this Agreement, and, without obtaining the consent of the other Party, it shall not disclose any relevant Confidential Information to any third party. If a Party is required by applicable law or legal process to disclose any Confidential Information, it shall, make reasonable efforts to provide the other Party with prior written disclosure, notifying the other Party of such requirements and circumstances. The Parties shall make reasonable efforts in cooperation with each other to mitigate the disclosure of Confidential Information to the extent possible.

6. Termination and Survival.

6.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under any current Statement of Work, unless sooner terminated pursuant to this Section.

6.2 Either Party may terminate this Agreement with or without cause by providing the other Party with 30 days prior written notice. Upon the termination effective date specified in the termination notice, the Parties shall no longer be obligated to perform under this Agreement. However, any outstanding invoice for Services rendered prior to termination date shall be paid by the Client in accordance with Section 3. Contractor shall invoice the Client for any Services and expenses prior to the termination effective date specified in the termination notice. The Client shall pay the outstanding invoice within 30 days of the date of the invoice to prevent incurring late fees.

6.3 The rights and obligations of the Parties set forth in this Agreement regarding invoicing and payment, confidentiality, indemnification and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, shall survive any termination or expiration of this Agreement for a period of 36 months after termination or expiration.

7. Insurance.

7.1 During the term of this Agreement, Contractor shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to:

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its elected and appointed officials, officers, employees, and agents shall be additional insureds under such policies;

(b) Professional liability insurance covering acts, errors, mistakes or omissions arising out of or related to the Services, with a limit of not less than $1,000,000 per claim;

(c) Automobile liability insurance for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent, with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence; and

(d) Workers' compensation insurance with limits as required by federal and state law, and employer's liability insurance of not less than $100,000 per accident for injury, and $100,000 per employee for disease with a $500,000 disease policy limit. Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

7.2 Contractor shall provide Client with a certificate of insurance from Contractor's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Client, its elected and appointed officials, officers, employees, agents, and volunteers as an additional insured. Contractor shall provide Client with 30 days' advance written notice in the event of a cancellation or material change in Contractor's insurance policy.

8. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

9. Notices. All notices, requests, consents, claims, demands, waivers, and other official communications under this Agreement (each, a "**Notice**") will be according to the requirements in the relevant Statement of Work.

10. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11. Indemnification. To the extent allowed by law, Contractor shall indemnify, defend, and hold harmless the Client, its elected and appointed officials, officers, employees, agents, and volunteers from any and all loss, cost, damage, injury, liability, and claims thereof for injury or death of a person, including employees of the Contractor or loss of or damage to property, arising directly from Contractor's performance of this Agreement except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability, or claim is the result of the active negligence or willful misconduct of the Client and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Client's costs of investigating any claims against the Client.

12. Amendments. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

13. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14. Assignment. Neither Party shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement, including by virtue of any merger or corporate reorganization which may be deemed an assignment, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 15 shall be null and void.

15. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

16. Relationship of the Parties. The relationship between the Parties is that of an independent contractor. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. The Client shall not be responsible for withholding taxes with respect to the Contractor's compensation.

17. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

18. Choice of Law. This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

19. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

20. Force Majeure. The Contractor shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Contractor including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, a declared state of emergency, epidemic, pandemic, quarantine or shelter-in-place orders, local disease outbreaks or public health emergencies, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or telecommunication breakdown or power outage; provided that, if the event in question continues for a continuous period in excess of 30 days, Client shall be entitled to give notice in writing to Contractor to terminate this Agreement.

21. Attorneys' Fees. If any action (whether legal or equitable and whether litigation or arbitration or some other proceeding), including an action for declaratory relief, is brought under this Agreement, the substantially prevailing Party (as shall be determined by the court or other adjudicator) shall be entitled to recover its reasonable attorneys' fees and costs of suit from the other Party in addition to such other relief as may be granted.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

CITY OF SAUSALITO

DocuSigned by:

By John Rohrbacher
F3AC5BA45DC140E...

Name: John Rohrbacher

Title:

Chief of Police

3/25/2021

URBAN ALCHEMY

DocuSigned by:

By Lena Miller
1DAE637009A2493...

Name: Lena Miller

Title: Executive Director

3/25/2021

EXHIBIT A

STATEMENT OF WORK

1. *Service Area:* Service Area shall mean the area in and around Dunphy Park and Marinship Park

2. *Scope of Services:* The Services, which Contractor will determine the method and manner of the performance of, shall mean:

   Contractor personnel and practitioners agree to make every reasonable effort to meet and engage with the people living in the tent encampment on the City property located at 300 Locust Street in the unimproved area of Dunphy Park. This effort will begin on March 29, 2021 through May 15, 2021. The Contractor personnel and practitioners will make every reasonable effort to learn the number and names of the people in encampment to the extent the encampment residents are willing to share. The Contractor personnel and practitioners will endeavor to learn what each of the encampment residents needs or wants to be able to return to their vessels on Richardson Bay or move to the offered location at the City's Marinship Park. The Contractor personnel and practitioners will make suggestions to the City throughout their time at the encampment on ways they can assist to improve upon the health and safety of the encampment residents and the community as a whole. This information will be made available to the City of Sausalito's Chief of Police.

   Contractor will provide a written report of activity and learnings every 7-10 days.

   Contractor personnel and practitioners are not expected to identify or offer services within the County of Marin.

3. *Personnel:* Contractor shall be responsible for adequately staffing the necessary personnel to perform the Services. If the Client request the replacement of an assigned staff member, Contractor will use best efforts to resolve the personnel issue and, if necessary, will promptly replace the staff to the reasonable satisfaction of the Client. Personnel staffing shall be no less than the following:

   A. Personnel

      - Practitioner Hours = 320 hours, 16 hours/day, 20 days over 6 weeks
      - Program Management & Supervision = 18 hours over 6 weeks
      - Leadership Advising = 4.5 hours over 6 weeks

4. *Contractor's Definition of ALL:* Contractor welcomes people of all ages, races, religions, genders, sexual orientations, experiences, and circumstances. When we say "neighbors," we are referring to ALL our neighbors including people experiencing homelessness. We believe ALL our neighbors deserve pathways and opportunities to thrive.

5. *Term:* This Statement of Work is for the term of March 29, 2021 to May 15, 2021

6. *Costs and Expenses:* Client shall pay a total contract fee of not more than $20,077.93. The total hours of work to be performed shall be 343.

   This fee covers payment for all Contractor personnel, equipment, overhead and other expenses as those provided for in Exhibit B.

7. *Notices:* All Notices must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time).

Notice to Client:

City of Sausalito

29 Caledonia Street

Sausalito, CA 94965

Attention: John Rohrbacher, Chief of Police
Email: jrohrbacher@sausalito.gov

Notice to Contractor:

Urban Alchemy

72 6th Street,

San Francisco, CA 94103

Attention: Lena Miller, Executive Director

Email: lenam@urban-alchemy.us

EXHIBIT B

Budget Breakdown

Urban Alchemy

22-Mar-21

City of Sausilito

2 Practitioners, 8 hours a day, 3 days a week plus advising

	UA Lead Practitioner	UA Operations Manager	UA Leadership Advice
Hourly rate (paid to employee)	$ 30.00	$ 36.00	$ 100.00
Hourly Recovery (PTO) (@.04615 of an hr per	$ 1.38	$ 1.66	$ 4.62
Labor	**$ 31.38**	**$ 37.66**	**$ 104.62**
Fringe Benefits (@38%)	38%	38%	38%
Fringe Total	$ 11.93	$ 14.31	$ 39.75
Pre-Fringe Total	**$ 43.31**	**$ 51.97**	**$ 144.37**
Admin Support (@30%)	30%	30%	30%
Admin Support	**$ 12.99**	**$ 15.59**	**$ 43.31**
Hourly Bill Rate	**$ 56.30**	**$ 67.56**	**$ 187.68**
Hours per Day	16	0.5	0
Hours per Week	48	3	0.75
Days per term	20	45	45
Weeks per term	6	6	6
Hours per Year	**320**	**18**	**5**
Annual Billing Labor	$ 13,859.40	$ 935.51	$ 649.66
Annual Billing Admin Support	$ 4,157.82	$ 280.65	$ 194.90
Total by Position	**$ 18,017.21**	**$ 1,216.16**	**$ 844.56**
Total Cost of Services			**$ 20,077.93**
Total Cost			**$ 20,077.93**
Total Annual Hours			**343**

EXHIBIT 11

Nayeli Saucedo

From: John Rohrbacher <JRohrbacher@sausalito.gov>
Sent: Tuesday, April 6, 2021 2:55 PM
To: Karen Strolia; Kevin McGowan
Cc: Jesse Taylor-Vermont
Subject: RE: Mobil Shower Questions

Hello All,

I believe it is safe to say that we are talking about the exact same spot. For example, even though our former police station was literally positioned on Humboldt Street (where the encampment is located), its address was 300 Locust.

John

From: Karen Strolia [mailto:karen@streetsteam.org]
Sent: Tuesday, April 06, 2021 1:43 PM
To: Kevin McGowan <kmcgowan@sausalito.gov>
Cc: John Rohrbacher <JRohrbacher@sausalito.gov>; Jesse Taylor-Vermont <jesse@streetsteam.org>
Subject: Re: Mobil Shower Questions

CAUTION: External Sender

Hi Kevin,

Thank you for reaching out. Jesse and I don't remember scouting this area when we were seeking sites. We did scout Locust St. which would not work based on our operational and space needs.

Based on the criteria listed below, it seems that 3 and 4 would pose the greatest challenges for service at that location.

Please let me know if you have any further questions.

Sincerely,

Karen Strolia
DIRECTOR of the NORTH BAY
Marin: 532 4th St., San Rafael, CA 94901
Sonoma: 620 Petaluma Blvd N., Petaluma, CA 94952
Mobile: (415) 636-1459
Video: We'll Lift You Up • Video: The Environment & Us
www.streetsteam.org

DOWNTOWN STREETS TEAM | STATE OF CALIFORNIA Evidence-Based Best Practice | ENDING HOMELESSNESS THROUGH THE DIGNITY OF WORK.

From: Kevin McGowan <kmcgowan@sausalito.gov>
Date: Monday, April 5, 2021 at 2:30 PM
To: jesse@streetteam.org <jesse@streetteam.org>, Karen Strolia <karen@streetsteam.org>
Cc: John Rohrbacher <JRohrbacher@sausalito.gov>
Subject: Mobil Shower Questions

Hello Jesse and Karen,

Chief Rohrbacher forwarded your contact information to me.

I am hoping that you can assist with some questions regarding the Portable Shower location selection process.

In identifying good locations to locate the temporary shower facility, Chief Rohrbacher noted that you had been in communication with Captain Fraass.

My inquiry involves whether you took a look at the end of Humboldt Street where the current tent encampment is located?

Can you confirm that the Humboldt Street site was not favorable because of the following:

1. No sanitary hookup
2. No water hookup
3. No metered electrical hookup. (We do have power here but it is for street lights)
4. The placement of the portable shower facility in this parking area would block access for entrance and exit of parked vehicles.

In addition, backing the trailer up the hill at this location was a bit tricky such that your team with Captain Fraass' help decided that Marinship park was the best location for the portable showers in Sausalito.

Thank you

Kevin McGowan
Public Works Director
420 Litho Street, Sausalito, CA 94965