

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Local Agency:

[Name]
[Address]

Docket No. [Docket Number]

Local Agency Agreement

Health and Safety Code Section
25403.1(a)(2)(B)

This Agreement is made between [INSERT NAME OF CITY, COUNTY OR AGENCY] (Agency) and the California Department of Toxic Substances Control (DTSC). DTSC and [INSERT NAME OF CITY, COUNTY OR AGENCY] enter into this Agreement as follows:

Overview

Assembly Bill No. 440, Gatto, was enacted on October 5, 2013 (Act). Under this Act, local agencies seeking immunities are required to enter into an agreement with the Department of Toxic Substances Control (DTSC). This Local Agency Agreement (Agreement) is a voluntary option afforded to those who qualify and does not alter existing state law regarding liability for releases or discharges of hazardous substances or hazardous materials not addressed by this Agreement.

1.0 INTRODUCTION

1.1 Parties. DTSC and the [Agency] are collectively the "Parties" to this Agreement.

1.2 Sites. Specific properties (Sites) to be included in this Agreement are described in Exhibit A, which includes a description of each Site, a Site Location Map, a Site Diagram, and Findings. The Scope of Work and DTSC's Cost Estimate for regulatory oversight are included in Exhibits B and C, respectively. The Agreement anticipates the possibility that the [Agency] may request the addition of sites from time to time. If approved by DTSC, new sites will be incorporated into this Agreement and identified in updated Exhibits A, B, and C.

1.3 Jurisdiction. The [Agency] is authorized pursuant to Health and Safety Code Section 25403 et seq. to take any action to investigate and cleanup a release of hazardous material in a blighted area. The Act, as codified in Health and Safety Code Section 25403 et seq. authorizes DTSC to enter an agreement with the [Agency] with respect to the Site. DTSC will complete review and approval of all documentation submitted pursuant to Health and Safety Code Chapter 6.8 Division 20.

1.4 Purpose of Agreement. The purpose of this Agreement is to oversee environmental activities and provide reimbursement of DTSC's oversight costs and for the [Agency] to meet the environmental requirements to obtain the immunities and protections set forth in Health & Safety Code Section 25403 et seq.

1.5 Agreement Not an Admission. Entry into this Agreement by [Agency] does not constitute an admission of fact or liability or conclusion of law for any purpose or proceeding nor does it limit or waive any defense to responsibility or liability that may be available to [Agency] under any provision of law.

1.6 Agreement Not a Limitation. Nothing in this Agreement limits DTSC's authority to conduct a response action DTSC determines is necessary to protect public health and safety or the environment pursuant to any applicable statute. Except as otherwise expressly provided, nothing in this Agreement limits DTSC's authority to issue an order or take any other action under any provision of law to protect public health and safety or the environment or to pursue any existing legal, equitable or administrative remedies pursuant to state or federal law.

2.0 DEFINITIONS

2.1 Definitions. Unless otherwise specified herein, definition of terms used in the Agreement are those set forth in Health and Safety Code Division 20, Chapter 6.10 (commencing with Section 25403).

3.0 IMMUNITIES

3.1 Immunities. A local agency that undertakes and completes a cleanup is not liable with respect to that release only, pursuant to any of the following:

- A. Division 7 (commencing with Section 13000) of the Water Code;
- B. Chapter 6.5 (commencing with Section 25100), Chapter 6.7 (commencing with Section 25280), Chapter 6.75 (commencing with Section 25299.10), or Chapter 6.8 (commencing with Section 25300), of Division 20; and,
- C. Any other state or local law imposing liability for cleanup of releases of hazardous materials.

3.2 Immunities Conferred. The immunities are conferred only if both of the following apply:

- A. The action is in accordance with a cleanup plan prepared by a qualified independent contractor and approved by DTSC (Health and Safety Code Section 25403.1); and,
- B. The cleanup is found to have been undertaken and properly completed upon affirmative approval of DTSC (Health and Safety Code Section 25403.2(b)).

4.0 ACTIVITIES

4.1 Activities. The activities to be conducted under this Agreement will be in accordance with the Scope of Work contained in Exhibit B.

4.2 Additional Activities. Additional activities to the agreed upon Scope of Work may be conducted, and DTSC oversight provided, by an update to the Scope of Work Exhibit B. If DTSC expects additional oversight costs to be incurred related to these additional activities, DTSC will provide an estimate of the additional oversight cost to the [Agency] as an updated Exhibit C.

4.3 DTSC Document Review and Approval. All work performed pursuant to this Agreement is subject to DTSC's review and approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) return comments to [Agency] with recommended changes and a date by which the [Agency] must submit to DTSC a revised document incorporating or addressing the recommended changes, or (b) modify the document in consultation with Proponent and approve the document as modified. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to [Agency] in writing by DTSC's Branch Chief or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the Proponent shall be construed to relieve Proponent of the obligation to obtain such written approvals.

Within 60 days after approval of the cleanup plan, DTSC Director (or designee) will provide notice in writing that upon proper completion of the cleanup in accordance with the DTSC approved cleanup plan, immunities shall apply.

4.4 Completion of Cleanup Plan. DTSC will approve the completion of the Cleanup Plan when all cleanup actions have been satisfactorily completed. If the Cleanup Plan includes long-term obligations, DTSC will not approve the completion of the Cleanup Plan until an operation and maintenance plan, an operation and maintenance plan agreement, and a land use covenant have been completed and approved by DTSC.

Within 60 days after DTSC approves that the cleanup has been completed, DTSC will notify the [Agency] in writing that the immunities provided for in the Act are in effect.

4.5 Stop Work Order. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Site or in the surrounding area or to the environment, DTSC may order the [Agency] to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment. In the event that DTSC determines that any activities (whether or not pursued in compliance with this Agreement) are proceeding without

DTSC's authorization, DTSC may order the [Agency] to stop further implementation of this Agreement or activities for such a period of time needed to obtain DTSC's authorization, if such authorization is appropriate. Any deadline in this Agreement directly affected by a Stop Work Order under this paragraph shall be extended for the term of the Stop Work Order.

4.6 Disclosure Provisions. [Agency] will provide all notices and satisfy reporting requirements required by state or federal law with respect to the discovery or release of hazardous substances at the Site.

4.7 Access. While [Agency] is the owner or prospective purchaser of the Site, [Agency] shall provide and/or coordinate access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. If the [Agency] is not the owner, the [Agency] will ensure that access is provided.

4.8 Notification of Field Activities. [Agency] shall inform DTSC at least seven (7) calendar days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected pursuant to this Agreement.

5.0 OVERSIGHT, MANAGEMENT AND PAYMENT

5.1 Agreement Managers and Project Managers. [Branch Chief Name], Branch Chief, is designated by DTSC as its manager for this Agreement. [Name and Title] is designated by the [Agency] as the manager for this Agreement. Each Party to this Agreement will provide at least ten (10) days advance written notice to the other of any change in its designated Agreement Manager. DTSC and the [Agency] may designate a project manager for any Site or group of Sites incorporated into this Agreement. The [Agency] reserves the right to appoint different project managers, pursuant to this Agreement, for different projects that may be ongoing at the same time. DTSC will make an effort, if possible, to assign a single project manager to manage tasks associated with this Agreement to ensure consistency in the decision-making process.

5.2 Notices. All notices, documents and communications, unless otherwise specified, will be sent to the respective Parties at the following addresses

To DTSC: [DTSC Project Manager]
Site Mitigation and Restoration Program
Department of Toxic Substances Control
[Regional Office Address]
E-Mail

To **[Agency]**: **Name**
 Title
 Address
 E-mail

To **[Owner]**: **Name**
 Title
 Address
 E-mail

5.3 **[Agency]** is required to pay (a) all costs incurred by DTSC in association with preparation of this Agreement, and for oversight activities, including review of documents, conducted prior to the effective date of this Agreement; and (b) all costs incurred by DTSC in providing oversight pursuant to this Agreement, including review of the documents and activities described in Exhibit C and associated documents, and oversight of field activities. Costs incurred include interest on unpaid amounts that are billed and outstanding more than 60 days from the date of the invoice.

5.4 An estimate of DTSC's oversight costs is attached as Exhibit D. It is understood by the parties that Exhibit D is an estimate and cannot be relied upon as the final cost figure. DTSC may provide an adjusted cost estimate as the work progresses. Prior to adjusting the cost estimate, DTSC will provide **[Agency]** with a written notice and a detailed explanation of the change to the cost estimate. DTSC will bill **[Agency]** quarterly. **[Agency]** agrees to make payment within 30 days of receipt of DTSC's billing. Such billings will reflect any amounts that have been advanced to DTSC by **[Agency]**.

5.5 In anticipation of oversight activities to be conducted, **[Agency]** shall make an advance payment of \$ _____ **[Insert amount of advance payment – 50% of total estimate unless otherwise approved by Brownfields Coordinator and Branch Chief]** to DTSC no later than 10 days after this Agreement is fully executed. It is expressly understood and agreed that DTSC's receipt of the entire advance payment as provided in this paragraph is a condition precedent to DTSC's obligation to provide oversight, review of or comment on documents. DTSC will draw-down from the advance payment, which will be documented in DTSC's invoice. When the advance payment is depleted, DTSC will continue to request payment through the invoice process.

5.6 All payments made by **[Agency]** pursuant to this Agreement shall be by check payable to the "Department of Toxic Substances Control" and bearing on its face the project code for the Site (Site # **[Site Code]**) and the docket number **[docket number]**

of this Agreement. Upon request by [Agency], DTSC may accept payments made by credit cards or electronic funds transfer. Payments by check shall be sent to:

Accounting Office
Department of Toxic Substances Control
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent concurrently to DTSC's Project Manager.

5.7 DTSC shall retain all cost records associated with the work performed under this Agreement as may be required by state law. DTSC will make all documents that support DTSC's cost determination available for inspection upon request in accordance with the Public Records Act, Government Code section 6250 et seq.

6. Additional Provisions

6.1 Exhibits. All Exhibits attached to this Agreement are incorporated into this Agreement by reference.

6.2 Liens. DTSC shall place a lien on the property constituting the site for its unrecovered costs for oversight under this Agreement. DTSC and [Agency] may agree to substitute a lien on another property or other assurance of payment for the unrecovered response costs.

6.3 Government Liabilities. The State of California shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by [Agency] or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California be held as a party to any contract entered into by [Agency] or its agents in carrying out the activities pursuant to this Agreement.

6.5 Third Party Actions. In the event that [Agency] is a party to any suit or claim for damages or contribution to which DTSC is not a party, relating to the Site, [Agency] will notify DTSC in writing within ten (10) calendar days after service of the complaint in the third-party action. The [Agency] shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

6.6 California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

6.7 Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from this Agreement and the severability shall not affect the enforceability of the remaining terms of this Agreement.

6.8 Parties Bound. This Agreement applies to and is binding, jointly and severally, upon [Agency] and its business entity successors and assigns, and upon DTSC and any successor agency of DTSC that may have responsibility for, and jurisdiction over, the subject matter of this Agreement.

6.9 Amendment. This Agreement may be amended in writing by mutual agreement of DTSC and [Agency]. Any agreed-upon amendment shall be in writing, shall be effective upon the date the amendment is signed by DTSC and, once signed by DTSC, is incorporated in this Agreement.

6.9.1 Additional Sites. Sites may be added to this Agreement pursuant to Section 1.2 above. Upon approval by DTSC, applicable exhibits may be amended, and the exhibits, as amended, will be incorporated into this Agreement.

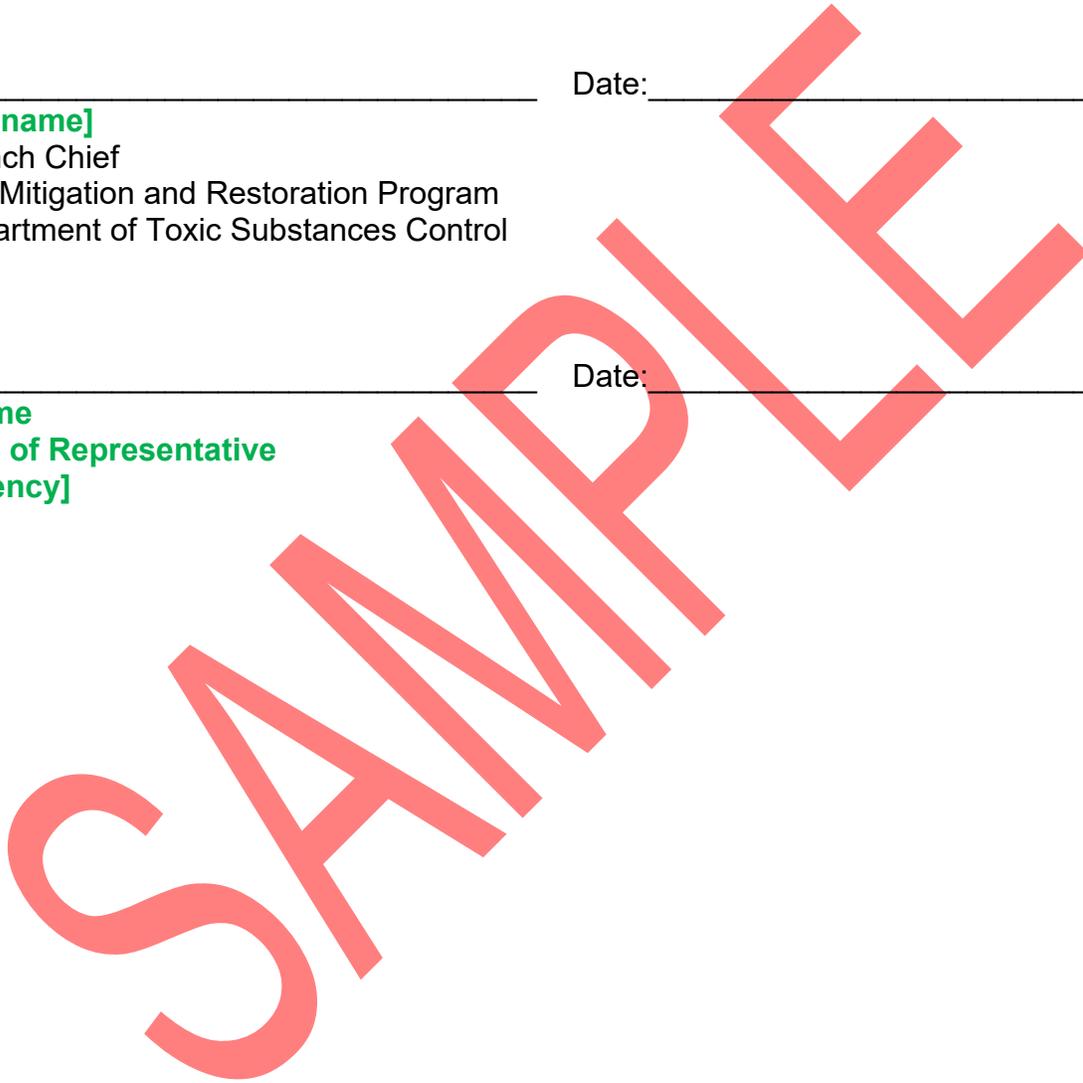
6.10 Effective Date. The Effective Date of this Agreement is the date when this Agreement is fully executed.

6.11 Representative Authority. Each undersigned representative of the Parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Parties to this Agreement.

6.12 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document. This Agreement and documents related to it may be executed and transmitted by facsimile or pdf copy, which copies shall be deemed to be, and utilized in all respects as, an original. However, Proponent must provide the wet-inked signed original of each counterpart to DTSC by mail within 14 calendar days of signing.

_____ Date: _____
[BC name]
Branch Chief
Site Mitigation and Restoration Program
Department of Toxic Substances Control

_____ Date: _____
[Name
Title of Representative
Agency]



EXHIBITS

- A SITE DESCRIPTION [for each included property and location map showing each included property]
- B SCOPE OF WORK
- C COST ESTIMATE
- D SCHEDULE
- E SAMPLE RESOLUTION AUTHORIZING AGENCY TO CONTRACT WITH DTSC

SAMPLE

EXHIBIT A

SITE DESCRIPTION FOR EACH INCLUDED PROPERTY

- 1 Site Location Map
- 2 Site Diagram
- 3 Site Name and Site Information: Address(es), Assessor Parcel Number(s), City
- 4 Site Owner name and contact information
- 5 Project Developer, if known
- 6 Site Description: Briefly describe the physical attributes of the property, noting any distinguishing physical features, such as surface water bodies, groundwater aquifers or other relevant features. Also include size of property in acres and property zoning.
- 7 Site History: Briefly describe the general current and historical uses of the property or group of properties, including any hazardous materials/waste handling, storage or disposal areas, if known. Include a summary of environmental investigation and/or cleanup work conducted, if available.
- 8 Findings: Summarize any significant findings or recommendations of previous environmental investigations. Include a brief summary of relevant laboratory results from environmental media sampling such as soil, soil gas, groundwater, or indoor air, if available
- 9 Site Documents: List the documents that will be provided to DTSC for background review

EXHIBIT B

SCOPE OF WORK

[Task 1 is required for this Agreement type. Additional tasks are an example of the scope of work tasks for agreements. Include only those tasks or portions of the tasks which are relevant, delete the sections which are not applicable, and renumber the tasks accordingly.]

Include the following text to provide the Agency with information on likely tasks which may follow, if applicable:

In the event that DTSC determines that further action is needed upon completion of Task xxx, the following additional tasks may be requested. Additional tasks will be included as a new cost estimate and scope of work to this Agreement.]

The following tasks will be completed as part of this Agreement:

TASK 1 Submittal of Investigation Plan (Health and Safety Code Section 245403.1(a)(2))

[Agency] will submit to DTSC available background information, environmental assessment reports, such as Preliminary Endangerment Assessments, Phase 1 and Phase 2 Environmental Assessments, All Appropriate Inquiry documents, etc. [Agency] will also provide any other information pertinent to the hazardous substance management, release, characterization, and/or cleanup of the Site. DTSC may review some or all the information to identify areas and media of concern and to determine the additional work, if any, required to complete the investigation (which includes assessment/evaluation activities not requiring field sampling) and/or remediation of the Site. [Agency] may also provide environmental investigation and/or cleanup-related documents for a specific review to determine if actions conducted without DTSC oversight were protective of human health and the environment. The information submitted by [Agency] shall be reviewed for conformance with DTSC standards for quality assurance/quality control, investigation, and remediation.

Based on DTSC's review, these documents may be considered to be Preliminary Endangerment Assessment equivalent documents.

Subsequent to its review, DTSC may issue correspondence to the [Agency] describing deficiencies of the environmental investigation or cleanup, indicate a limited concurrence with the findings, or make a different determination based on specific circumstances and documents included in the review.

1.1 General Consultation DTSC may review background documents provided by the [Agency] for review and consultation on next steps. For projects where the scope of work is limited to document review, a formal scoping meeting may not be required, based on mutual agreement between DTSC and the [Agency].

TASK 2 Scoping Meeting

Scoping meetings are recommended for this Agreement; these are conducted shortly after the agreement has been executed, or depending on specific circumstances, may be held during the agreement-negotiation period. During the scoping meeting, potential issues, concerns, opportunities to optimize and expedite the investigation (which includes assessment/evaluation activities not requiring field sampling) and cleanup process, as applicable, and end-points/exit criteria will be discussed.

An abbreviated version of the scoping meeting is recommended prior to submittal of work plans, reports and cleanup plans to ensure that both the [Agency] and DTSC are moving forward with clear and well-defined expectations.

The following elements may be addressed during the Scoping Meeting:

- a) **Site Objectives:** current and proposed future land uses and redevelopment plans and timetables, etc.
- b) **Site History:** historic operations and land uses, chemical uses, hazardous substance releases, permits, etc.
- c) **Conceptual Site Model:** identification of size, location, geology, lithology, hydrogeology, areas of concern, contaminants of concern, recognized environmental conditions, historic sampling locations and results, data gaps, risk assessments, potential exposure pathways, offsite concerns, etc.
- d) **Scope of Work:** scope of work (phases) as specified in the Agreement based on the available information and preliminary document review; may include discussion about the cleanup determination (e.g., “No Further Action”) and decision document proposed for the Site, e.g., Preliminary Endangerment Assessment, Removal Action Work Plan for removal action with costs below \$2 million, or Remedial Action Plan for projects exceeding \$2 million in capital costs, or proposing innovative technologies, etc.
- e) **Data Quality Objectives and Remedial Action Objectives:** discussion of specific Data Quality Objectives to ensure that appropriate data of sufficient quality is collected to facilitate decision-making; discussion of potential cleanup goals and objectives.
- f) **Risk Assessment and Models:** evaluation of published screening levels, if available and appropriate, or use of project-specific risk assessments; discuss risk management and risk communication strategies.
- g) **California Environmental Quality Act (CEQA) requirements:** identification of project-specific requirements where applicable, e.g., cultural resources, traffic concerns, ecological resource protection, etc.; identify what DTSC’s CEQA role is predicted to be, which documents will be developed, and how to integrate CEQA needs within the overall schedule.
- h) **Public Participation & Tribal Outreach:** discussion of community and tribal involvement and public outreach process, methods, translation needs, and schedule.
- i) **Schedule:** agreed-upon submittal and review dates and timelines for work plans, fact sheets, reports and other key documents; development of optimal sequencing of activities to efficiently reach project goals.

- j) **Resources:** Review checklists, quick reference sheets, and templates are available for use by those developing documents for DTSC review and approval. (These tools will be periodically updated and may be made available to [Agency] by the DTSC Project Manager)
- k) **Exit Strategy & Completion of Agreement:** Proposed future land use, Site acquisition and construction dates, funding limitations or requirements, approval for occupancy, etc. to ensure alignment of [Agency] and DTSC goals.
- l) **Site Visit:** A visit to the Site will be conducted to verify and confirm current conditions and project discussions; the visit may take place on the same date as the scoping meeting. Subsequent visits may be needed if Site conditions change, if new staff are assigned, or for field oversight.

TASK 3 Preliminary Endangerment Assessment (PEA)

If requested by DTSC, to supplement the Investigation Plan, [Agency] shall conduct a PEA, or utilize PEA-equivalent documentation, to determine whether a release or threatened release of hazardous substances exists at the Site which poses a threat to human health or the environment. The PEA shall be conducted in accordance with the most current DTSC guidance manual for evaluating hazardous substance release sites, titled, [Preliminary Endangerment Assessment Guidance Manual, State of California, Environmental Protection Agency, Department of Toxic Substances Control](#). Specific requirements of the PEA that are not typically required for other types of investigations include the site-specific human health and ecological screening evaluations, public participation requirements, data collection, and scoping activities.

Documents are required as part of the PEA are:

3.1 PEA Work Plan.

This work plan shall include a sampling plan designed to determine the type and general extent of contamination; a health and safety plan addressing health and safety issues and safe work practices; and a quality assurance/quality control plan to produce data of known quality.

3.2 PEA Report.

This report will document whether a release has occurred or threatened release exists, the threat the Site poses to human health and the environment, and whether further action is necessary.

3.3 PEA with a Land Use Covenant

If a Land Use Covenant (LUC) is being implemented during the PEA phase as a final remedy, [Agency], under the direction of DTSC, will comply with applicable public notice requirements and requirements to notify the current and adjacent property owners.

TASK 4 Supplemental Site Investigation (SSI)

If requested by DTSC, to supplement the Investigation Plan [Agency] shall conduct an SSI.

- 4.1 SSI Work Plan. [Agency] will submit a work plan that describes the activities proposed to further characterize soil, soil gas, surface water and/or groundwater. The work plan should also include a health and safety plan, quality assurance/quality control plan, sampling plan, and implementation schedule. [Agency] will begin implementation of the approved work plan in accordance with the approved implementation schedule. DTSC may provide oversight of work plan implementation.
- 4.2 SSI Report. [Agency] will submit an SSI Report that, at a minimum, presents the data, summarizes the findings of the investigation, validates the data, and includes recommendations and conclusions.

TASK 5 Health Risk Assessment

[Agency] will conduct a risk evaluation consistent with [U.S. EPA Risk Assessment Guidance for Superfund](#) and the most current version of the applicable [DTSC guidance documents](#). This evaluation must identify chemicals of concern and potential routes of exposure; characterize the potential risk and/or non-cancer hazard; evaluate potential threats to environmental receptors; consider existing and future uses; and identify cleanup goals.

TASK 6 Cleanup Plan

If DTSC determines remediation is required, [Agency] will prepare a Cleanup Plan in accordance with Health and Safety Code Sections 25403.1(a)(2).

The Cleanup Plan will include (but not be limited to):

- 1) a description of the onsite contamination;
- 2) the goals to be achieved by the removal action;
- 3) an analysis of the alternative options considered and rejected and the basis for that rejection. This should include a discussion for each alternative which covers its effectiveness, implementability and cost;
- 4) a description of the recommended alternative (including any required land use covenants, financial assurance, and operation and maintenance plan and agreement requirements).
- 5) administrative record list;
- 6) Sampling and Analysis Plan with corresponding Quality Assurance Plan to confirm the effectiveness of the Cleanup Plan, if applicable; and
- 7) Health and Safety Plan describing methods that will be employed during the removal action to ensure the health and safety of workers and the public during the removal action. A detailed community air monitoring plan shall be included if requested by DTSC.

TASK 7 California Environmental Quality Act (CEQA)

In order to meet [CEQA](#) obligations, [Agency] will prepare the necessary CEQA documents.

TASK 8 Cleanup Design Plan

If required by DTSC, [Agency] will either (a) prepare and submit a remedial design plan in accordance with the agreed upon schedule contained in the approved Cleanup Plan;

or (2) depending on the complexity of the proposed removal or remedial action, incorporate the factors typically addressed in a remedial design plan in the Cleanup Plan.

The factors typically addressed in this document are:

- a) technical and operational plans and engineering designs for implementation of the approved remedial or removal action alternative(s);
- b) a schedule for implementing the construction phase;
- c) a description of the construction equipment to be employed;
- d) a site specific hazardous waste transportation plan (if necessary);
- e) any required registration requirements for contractors, transporters and other persons conducting the removal and remedial activities for the Site;
- f) post-remedial sampling and monitoring procedures for air, soil, soil gas, surface water and groundwater;
- g) operation and maintenance procedures and schedules;
- h) a health and safety plan; and
- i) a community air monitoring plan, if required by DTSC.

TASK 9 Implementation of Cleanup

Upon DTSC approval of the final Cleanup Plan and/or the Cleanup Design Plan (if required), the [Agency] shall implement the remedy, as approved.

TASK 10 Cleanup Plan Completion Report

[Agency] shall submit a report documenting the implementation of the final Completion Plan and noting any deviations from the approved plan. During implementation of the final Cleanup Plan, DTSC may specify such additions, modifications and revisions to the Cleanup Plan as deemed necessary to protect human health and safety or the environment or to implement the cleanup.

TASK 11 Public Participation

DTSC requires that specific [public engagement](#) activities be conducted for projects undergoing a cleanup. However, based on the level of community interest, media interest, sensitive land uses, demographics and other factors, as determined by DTSC, public engagement activities may be requested for other projects types as well. [Agency] will be responsible for all costs associated with the translation and/or interpretation of public participation content required under DTSC's policies, procedures, guidance documents, and state and federal law.

For the cleanup:

11.1 [Agency] shall conduct appropriate public participation activities given the nature of the community surrounding the Site and the level of community interest, if needed. [Agency] shall work cooperatively with DTSC to ensure that the affected and interested public and community are involved in DTSC's decision-making process. Any such public participation activities shall be conducted in accordance with Health and Safety Code sections 25358.7, and with DTSC's review and approval.

11.2 A scoping meeting regarding the cleanup will include a discussion on the appropriate activities that will be conducted to address public participation.

11.3 DTSC may conduct an assessment of community interest in the Site, which may include, but will not be limited to, the development of a survey, outreach to local elected and public officials and community members, distribution of the survey through mail and/or social media, analysis of survey results, and community interviews. Results of the survey will be shared with the [Agency] and should be included in the community profile.

11.4 [Agency], working collaboratively with DTSC, shall prepare a community profile to examine the level of the community's knowledge of the Site; the types of community concerns; the proximity of the Site to homes and/or schools, day care facilities, churches, etc.; the current and proposed use of the Site; media interest; surrounding land uses; demographic profile and languages; CalEnviroScreen results; information repositories; recommended public engagement activities; and involvement of community groups and elected officials. The community profile may also include a quarter-mile radius mailing list for the Site, a list of applicable elected officials, and any known community members who may have expressed an interest in the Site.

11.5 [Agency], working collaboratively with DTSC, shall develop and submit fact sheets or community updates to DTSC for review and approval when specifically requested by DTSC. [Agency] may be responsible for printing and distribution of fact sheets or community updates upon DTSC approval using the approved community mailing list.

11.5 [Agency], as directed by DTSC, shall publish, in a major local newspaper(s), a public notice announcing the availability of the Cleanup Plan for public review and comment. The public comment period shall last a minimum of thirty (30) days.

11.6 DTSC may require that [Agency] hold a public meeting to inform the public of the proposed activities and to receive public comments.

11.7 After the close of the public comment period, DTSC will prepare a response to the public comments received. If required, [Agency] shall submit the information necessary for DTSC to prepare this document.

11.8 If appropriate, [Agency] will revise the Cleanup Plan on the basis of comments received from the public and submit the revised Cleanup Plan to DTSC for review and approval. If significant or fundamental changes are required, additional public participation activities, including an additional review and comment period, may be required. [Agency] will also notify the public of any significant changes from the action proposed.

TASK 12 Tribal Outreach and Consultation

DTSC's assigned Project Manager will coordinate with DTSC's Office of Environmental

Equity to ensure compliance with DTSC's Tribal Consultation Policy. This process may include consultation with California tribes to determine whether or not they have an interest in Site activities.

TASK 13 Land Use Covenant

A [land use covenant](#) (LUC) pursuant to California Code of Regulations, Title 22, Section 67391.1 may be necessary to ensure full protection of the environment and human health. DTSC may require such a LUC in a DTSC-approved Cleanup Plan. If [Agency] is the owner of the Site, [Agency] agrees to record the LUC as approved by DTSC within ten (10) days of receipt of a fully executed original.

If the [Agency] is not the owner of the Site and a LUC is required, [Agency] will work with the owner to provide DTSC with written confirmation that the owner will cooperate in implementing the DTSC-approved remedy, which may include a LUC. The [Agency] must provide DTSC with the owner's written confirmation prior to the date the draft decision document is to be circulated for public notice and comment. If the [Agency] is unable to provide DTSC with written confirmation from the owner, a LUC may not be executed for the Site and the proposed remedy will be reevaluated.

TASK 14 Operation and Maintenance (O&M)

[Agency] shall comply with any and all operation and maintenance requirements in accordance with the final Cleanup Plan. If deemed necessary, DTSC may require [Agency] to enter into an O&M Agreement with DTSC.

TASK 15 Financial Assurance

[Agency] shall establish and maintain a [financial assurance mechanism](#) pursuant to California Health and Safety Code section 25355.2 and DTSC's costs incurred in overseeing these activities prior to implementing any required O&M activities, LUC-related activities, and five-year review activities. [Agency] shall demonstrate and maintain one or more of the financial assurance mechanisms set forth in subdivisions (a) to (e), inclusive, of Section 66265.143 of Title 22 of the California Code of Regulations.

TASK 16 Discontinuation of Remedial Technology

Any remedial technology employed shall be left in place and operated by [Agency] until and except to the extent that DTSC authorized [Agency] in writing to discontinue, move or modify some or all of the remedial technology because [Agency] has met the criteria for its discontinuance, or because the modifications would better achieve the goals.

TASK 17 Health and Safety Plan

The [Agency] will submit a Site Health and Safety Plan in accordance with California Code of Regulations, Title 8, section 5192. The Health and Safety Plan shall be submitted before field activities begin.

TASK 18 Quality Assurance/Quality Control (QA/QC) Plan

All sampling and analysis conducted by [Agency] under this Agreement shall be

performed in accordance with a QA/QC Plan submitted by [Agency] and approved by DTSC. The QA/QC Plan will describe:

- a) the procedures for the collection, identification, preservation and transport of samples;
- b) the calibration and maintenance of instruments;
- c) the processing, verification, storage and reporting of data, including chain of custody procedures and identification of qualified person(s) conducting the sampling and of a laboratory certified or approved by DTSC pursuant to Health and Safety Code section 25198; and
- d) how the data obtained pursuant to this Agreement will be managed and preserved in accordance with the Preservation of Documentation section of this Agreement.

SAMPLE

**EXHIBIT C
COST ESTIMATE**

[This Excel document will be updated on annual basis and is available on the [DTSCNet Voluntary Agreement](#) site. Note that tasks in Cost Estimate should match up with tasks in Scope of Work. All Cost Estimates should be inserted into the document. JPEGs of it should not be used.]

COST ESTIMATE WORKSHEET												
Type of Agreement:												
Date:												
Site Name:												
Site Code:												
DTSC Project Team	VCP Coord.	Project Management	Supervision	Toxicology	Geology	Industrial Hygienist	HQ Engineering	Public Participation	HQ CEQA	OEJTA	Legal	Project Assistants
Classification (personnel)												
TASK: (enter # hrs)												
Agreement												
Prep./Negotiation												
Project Management												
Scoping Meeting												
Site Visit												
Review and comment on existing data												
Preliminary Endangerment Assessment												
- Workplan												
- Implementation												
- Report												
Supplemental Site Characterization												
- Workplan												
- Implementation												
- Report												
CLRRA Site Assessment												
- Workplan												
- Implementation												
- Report												
CLRRA Report of Findings												
Risk Analysis												
Public Participation												
CEQA												
Cleanup Plan (RAW, CLRRA Response Plan, RAP, etc.)												
Implement Cleanup Plan												
Cleanup Completion Report												
Design Certification												
Deed Restriction												
Operation & Maint												
Total No. Hours/Class	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Rate/Class	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cost/Class	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$0											
Contingency (10%)	\$0											
Grand Total Cost	\$0											
Advance Payment	\$0											

Notes:

EXHIBIT D
SCHEDULE

[Adjust schedule to match scope of work included in Agreement]

Activity	Schedule
Scoping Meeting	During Agreement negotiation, or shortly after Agreement execution based on DTSC evaluation of project needs
Advance Payment	Within 10 days of Agreement execution
Submit existing data	Within 10 days of Agreement execution, or as requested by DTSC
DTSC Completion of Document Review [Use for agreements where scope of work is limited to Document Review]	Within 30-45 days of receipt of documents included in review and/or completion of Scoping Meeting
Submit investigation work plan	Within 30 days of scoping meeting, or as decided during scoping meeting
DTSC decision on investigation work plan	Within 75 days of date received by DTSC ¹
Submit investigation report	Within 45 days of completion of field work ²
DTSC decision on investigation report	Within 100 days of received by DTSC ¹ . May include recommendation for further investigation or cleanup, no further action, or no further action with conditions.
Submit draft cleanup plan	As directed by DTSC
Submit Community Profile	Within 30 days of DTSC's request
Submit CEQA documentation	Concurrent with the cleanup plan
Public Review/Comment Period, mailing of fact sheet to site mailing list and placement of public notice.	Upon DTSC's approval of cleanup plan for public review and comment.
DTSC decision on cleanup plan	DTSC to approve cleanup plan, if appropriate, after addressing public comments, within ~150 days of receipt of draft.
Implement cleanup	Within 90 days of DTSC approval of cleanup plan, or as directed by DTSC in conjunction with Proponent ³
Submit cleanup completion report	Within 90 days from the date of implementation of cleanup plan

¹ Note that DTSC approvals in the target timeframes are contingent upon receiving documents that meet industry standards, comply with DTSC's direction, and that responses to DTSC questions and/or comments are received in a timely manner.

² If workplan activities are not initiated within six months of the date of DTSC approval, DTSC may require additional investigation, public participation activities, and/or revision to the document.

³ If cleanup plan activities are not initiated within one year of the date of DTSC approval, DTSC may require additional investigation, public participation activities, or revision to the document.

DTSC decision on cleanup completion report	Within 100 days of received by DTSC ¹ . May include recommendation for no further action, or no further action with conditions.
Submit Operation and Maintenance Plan	As directed by DTSC
Operations and Maintenance Agreement	As directed by DTSC
Land Use Covenant	As directed by DTSC
Invoices	DTSC issues quarterly
Cost estimate and Scope of Work Updates and Amendments	DTSC updates the scope and cost estimate annually, or as needed, based on work needed to complete the Agreement. Amendments are issued on an as-need basis.

SAMPLE

EXHIBIT E

SAMPLE RESOLUTION AUTHORIZING THE AGENCY TO CONTRACT WITH DTSC

A Resolution authorizing the [Agency] to enter into a Local Agency Agreement with DTSC shall be included in each Local Agency Agreement and Project Agreement as appropriate. The following Sample may be used or modified as appropriate.

Resolution authorizing the [Authorized Official] to Execute Contracts with the California Department of Toxic Substances Control

WHEREAS, the [Agency] determines and declares that it may enter into agreements with state agencies for [Year], and

WHEREAS, the [Agency] may take any actions that [Agency] determines are necessary and that are consistent with state and federal laws to remedy or remove a release of hazardous substances on, under, or from a property located in a Project Area if certain conditions are met,

THEREFORE, BE IT RESOLVED BY THE [Name of Legislative Body] that the [Authorized Official] is hereby authorized to enter into and execute contracts for the [Agency] with the California Department of Toxic Substances Control, subject to all conditions.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution introduced and passed at a noticed meeting of the [Agency] held on [Date].

Name and Title of Authorized Official

Date