

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

**[Insert Site name
Insert physical address]**

**[Insert Bona Fide Purchaser or
Prospective Purchaser or Innocent
Landowner or Contiguous Property
Owner]:**

**[Insert Party Name
Insert Party Address]**

Docket No.

California Land Reuse and Revitalization
Act Agreement
Health and Safety Code Sections
25395.91-25395.92

Overview

The California Land Reuse and Revitalization Act of 2004 (CLRRA) was enacted by Assembly Bill No. 389, Montanez, on September 23, 2004, and extended and amended by Senate Bill 143, Cedillo, on October 11, 2009.¹ CLRRA provides for an eligible bona fide purchaser (BFP), innocent landowner (ILO), contiguous property owner (CPO) or prospective purchaser in contract to acquire a site ("PP") to qualify for specified immunities from liability for certain response costs or damage claims under applicable State of California (State) statutes. Under CLRRA, those seeking the immunities provided by the Act are required to enter into an agreement with the Department of Toxic Substances Control (DTSC). By entering into an Agreement, **[Insert name of Party entering into CLRRA]**, meets the CLRRA requirements to enter into such an agreement. CLRRA 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.

DTSC and **[Party]** enter into this CLRRA Agreement (Agreement) and agree as follows:

¹ Assembly Bill No. 389 added Chapter 6.82 (commencing with Section 25395.60) and Chapter 6.83 (commencing with Section 25395.110) to Division 20 of the Health and Safety Code; Senate Bill No. 143 amended Section 25395.91.

1. Introduction

- 1.1 Parties. This Agreement is entered into by **[Party]** and DTSC, who are collectively the “Parties” to this Agreement.
- 1.2 Site Description. This Agreement applies to the “Site” which is defined as the real property located at **[physical address]** in **[City]**, **[County]** County, California **[Zip Code]**, identified by **[County]** Assessor's Parcel Numbers **[XXX, XXX, etc.]**, **[or a portion thereof]**. The Site is approximately **[X]** acres in size and is bordered by **[list adjacent roadways or other known physical markers]**. **[Describe land uses of the Site and those bordering the property.]** A diagram of the Site and a location map are attached as Exhibit A and Exhibit B.
- 1.3 Jurisdiction. CLRRRA, as codified in Health and Safety Code Sections 25395.91-25395.92, authorizes DTSC to enter into an Agreement with **[Party]** with respect to the Site.
- 1.4 Purpose. The purpose of this Agreement is to implement CLRRRA for the assessment and remediation of the Site, so that **[Party]** may qualify for the immunities afforded under CLRRRA and DTSC may be reimbursed for the costs incurred by DTSC.
- 1.5 Agreement Not an Admission. Entry into this Agreement by **[Party]** 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 **[Party]** 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. Definitions

- 2.1 Unless otherwise specified, definitions of terms used in this Agreement are those set forth in Health and Safety Code, Division 20, Chapters 6.82 and 6.83.

3. Findings

- 3.1 Site History and Current Conditions. **[Include site specific information.]**

3.2 Site Eligibility. On **[date]**, **[Party]** submitted to DTSC a complete Request for Agency Oversight Application (application) and All Appropriate Inquiries (AAI) report that provides sufficient information for DTSC, pursuant to Health and Safety Code Section 25395.92(c), to prepare this Agreement. **[Party]** submitted AAI documents to DTSC in order to determine that the Site is an eligible site under Health and Safety Code Section 25395.79.2 and to determine that **[Party]** meets the conditions that apply as of the Effective Date of this Agreement to qualify as a **[Choose one: BFP pursuant to Health and Safety Code Section 25395.69, CPO pursuant to Health and Safety Code Section 25395.70, or ILO pursuant to Health and Safety Code Section 25395.75]**.

Based on the information submitted in the application and the AAI report, DTSC has determined that the Site meets the definition of a site specified under Health and Safety Code Section 25395.79.2 because it is real property located in an urban infill area and its redevelopment is complicated by the presence of hazardous materials and is not excluded as a National Priorities List site or State superfund site and is not solely impacted by a petroleum release.

[Or

insert this text instead of the previous two paragraphs for Prospective Purchasers PP]

On **[date]**, **[Party]** submitted to DTSC a complete Request for Agency Oversight Application (application) that provides sufficient information for DTSC, pursuant to Health and Safety Code Section 25395.92(c), to prepare this Agreement. **[Party]** submitted documents to DTSC in order to determine that the Site is an eligible Site under Health and Safety Code Section 25395.79.2 and to determine that **[Party]** meets the conditions that apply as of the Effective Date of this Agreement to qualify as a PP under Section 25395.91(2). Based on the information submitted in the application, DTSC has determined that the Site meets the definition of a site specified under Health and Safety Code Section 25395.79.2 because it is real property located in an urban infill area and its redevelopment is complicated by the presence of hazardous materials and is not excluded as a National Priorities List site or State superfund site and is not solely impacted by a petroleum release.

If, at the time the **[Party]** acquires ownership of the Site, the **[Party]** meets the requirements of Health and Safety Code section 25395.69 as verified by DTSC, the **[Party]** will transition to the status of BFP capable of receiving the immunities of Health and Safety Code Section 25395.81. Notice of the ownership change shall be submitted to DTSC in writing at the time of transfer, along with a copy of the recorded title transfer document provided for DTSC's files. **[Party]** will ensure that AAI is current at the time of acquisition and will provide any applicable updates/documentation to DTSC, as needed, for review and verification of BFP status.

The anticipated acquisition date is **xx** of **20xx**.

- 3.3 Eligibility of [Party]. Based on the information submitted in the application and AAI report **[Remove AAI reference for PP]**, DTSC has determined that **[Party]** meets the definition of a **[BFP pursuant to Health and Safety Code Section 25395.69, CPO pursuant to Health and Safety Code Section 25395.70, or ILO pursuant to Health and Safety Code Section 25395.75, or PP under Section 25395.91(2)]** and that **[Party]** made all appropriate inquiries pursuant to Health and Safety Code Section 25395.65 or will make all appropriate inquiries pursuant to Health and Safety Code Section 25395.65 at the time of acquisition and meets the conditions under Health and Safety Code Section 25395.80 that apply as of the effective date of this Agreement.

The AAI report(s) consists of the following document(s): **[Use this sentence for PP instead if background documents have been developed and have been provided (AAI is not required until the PP takes title) – “The Party, as a PP, has conducted AAI, consisting of the following documents; however, AAI will be updated prior to acquisition and provided to DTSC:”]**

1. **[Insert document name and date]**
2. **[Insert document name and date]**
3. **[Insert document name and date]**

4. Immunities, Withdrawal and Termination

4.1 Immunities. **[Party]** will be entitled to the immunities provided for by CLRRA, subject to its limitations and conditions, upon entry into this Agreement **[INCLUDE TEXT FOR PP ONLY “and acquisition of the Site”]**. Any successor-in-interest to the Site will also be entitled to the immunities set forth by CLRRA provided: (a) such successor-in-interest executes a written agreement (in the form attached hereto as Exhibit E) to assume any remaining obligations under the Agreement not performed by **[Party]**, including, without limitation, long-term operation and maintenance; (b) DTSC finds that such successor-in-interest meets all of the qualifying conditions of Health and Safety Code Section 25395.80 and either Health and Safety Code Sections 25395.69 or 25395.70, as applicable; and (c) DTSC accepts the assumption by such successor-in-interest of the remaining obligations under this Agreement. DTSC's acceptance of the successor-in-interest qualifying under the conditions of Health and Safety Code Section 25395.80 and either Health and Safety Code Section 25395.69 or Section 25395.70, as applicable, shall be evidenced solely by DTSC's execution of the assumption agreement by such successor-in-interest. Such agreement in the executed form shall then be incorporated into the Agreement as a subsequent exhibit.

4.2 Withdrawal and Termination. The circumstances and procedures under which **[Party]** or DTSC may withdraw from or terminate this Agreement, and the consequences of withdrawal or termination, are as set forth in CLRRA.

- 4.3 Opportunity to Cure. [Party] shall be given notice and an opportunity to cure within a reasonable period of time before DTSC terminates this Agreement for an unapproved material deviation from the Agreement pursuant to Health and Safety Code Sections 25395.81(c)(1) and 25395.93(d).

5. Activities

- 5.1 Activities. [Party] and DTSC agree that the following activities are to be conducted under this Agreement in accordance with the schedule contained in Exhibit B.
- 5.2 Submittal of Existing Data. [Party] shall make available to DTSC, and shall provide copies of, all known data and information concerning contamination at the Site whether or not such data and information was developed pursuant to this Agreement. [Party] will also inform DTSC of any other known reports and documents, not in its possession, pertinent to the hazardous materials management and/or release, characterization and cleanup of the Site, including the name of the document (if known) and the identity and address of the person/entity with possession of the document (if known).
- 5.3 Site Assessment. [Party] shall submit a Site Assessment Plan that contains all necessary information required under Health and Safety Code section 25395.94(b) and (c). If DTSC requires a health risk assessment (HRA), [Party] shall prepare an HRA in accordance with Health and Safety Code Section 25356.1.5(b),(c), and (d).

5.3.1 Site Assessment Plan and Report of Findings. [Party] shall:

(a) submit a Site Assessment Plan to conduct a site assessment in accordance with the requirements of Health and Safety Code Section 25395.94; and,

(b) upon DTSC's approval, shall submit a Report of Findings containing all information required under Health and Safety Code Section 25395.94(b) and (c), and Health and Safety Code Section 25395.95.

If further investigation is not required, [Party] shall submit a Site Assessment Plan and Report of Findings under single cover.

- 5.3.2 Approval of Site Assessment Plan/Report of Findings. If DTSC finds the Site Assessment Plan and Report of Findings is adequate and contains all necessary information required pursuant to Health and Safety Code Section 25395.94(b) and (c), DTSC will approve the plan and notify appropriate persons, including any public drinking water system that relies on impacted groundwater for public drinking water purposes. DTSC will notify **[Insert name(s) of applicable domestic water suppliers].**

- 5.4 Response Plan. If DTSC determines response action is necessary to prevent or eliminate an unreasonable risk, **[Party]** shall submit a Response Plan to DTSC for approval. Once the Response Plan is approved, **[Party]** shall implement the Response Plan. The Response Plan shall contain the information specified in Health and Safety Code Section 25395.96(a) and (b) and shall provide that implementation of the plan will place the Site in condition that allows it to be used for its reasonably anticipated future land use without unreasonable risk to human health and safety and the environment. Public participation shall meet the requirements of Health and Safety Code section 25395.96, including a DTSC public meeting if requested. Upon approval of the Response Plan, DTSC will notify all appropriate persons including **[name of host city, domestic water suppliers, local Regional Water Quality Control Board and any local agency involved in environmental decision making]**.
- 5.4.1 Agreement to Implement Response Plan. Pursuant to Health and Safety Code section 25395.92(d)(1), **[Party]** agrees to take all actions required for a response action pursuant to Health and Safety Code, Division 20, Chapter 6.8 and Water Code Division 7. Required actions may include actions necessary to prevent an unreasonable risk before approval of the Response Plan.
- 5.4.2 Schedule for Compliance. The Response Plan shall include a timetable that identifies a schedule for compliance with the response action activities required for the Site.
- 5.4.3 Determination of Appropriate Care. Within sixty (60) calendar days after DTSC receives the Response Plan submitted under Section 5.4, or sooner, DTSC will make a written determination as to whether proper completion of the Response Plan will constitute appropriate care for the purposes of Health and Safety Code section 25395.67(a).
- 5.4.4 Certificate of Completion. DTSC will issue a certificate of completion upon determining that all response actions have been satisfactorily completed in accordance with the approved Response Plan and that, based upon the data provided to DTSC at the time of the determination, no further remedial action, except only compliance with operation and maintenance and land use restriction requirements, if any, is necessary. If the Response Plan includes long-term obligations that have not been completed, including operation and maintenance (O&M) requirements or monitoring, DTSC will not issue a certificate of completion unless DTSC determines that all response actions other than the long-term O&M requirements and monitoring in the Response Plan have been completed, **[Party]** has submitted an adequate long-term O&M plan and **[Party]** has demonstrated initial compliance with the O&M plan.
- 5.4.5 Notification of Prospective Change in Land Use. After the Response Plan is approved, **[Party]** shall notify DTSC of any proposed change in the use

or anticipated use of the Site. If the proposed change in use or anticipated use of the Site requires a higher level of protection than use or anticipated use identified in the Response Plan, DTSC may require [Party] to prepare and implement a new response plan that takes into account the change in use or anticipated use of the Site. [Party] shall not make any change in use of the Site inconsistent with any recorded land use control without the express approval of DTSC made in accordance with Health and Safety Code section 25395.99(f).

- 5.5 Land Use Controls. [Party] will execute and record any land use controls required under the approved Response Plan.
- 5.6 Operation and Maintenance. If DTSC determines long-term Operation and Maintenance (O&M) is required, as provided in an approved Response Plan, DTSC may, as a condition of issuing a certificate of completion, enter into an O&M agreement with the [Party] that governs long-term O&M activities and that provides for adequate financial assurance. [Party] shall select financial assurance provisions from the options available in Title 22, California Code of Regulations section 66264.145. DTSC may agree to the assignment and termination of [Party]'s O&M obligations, if any, if it is provided satisfactory evidence of financial assurance for the O&M obligations by the assignee and such successor enters into an acceptable O&M Agreement with DTSC. Such agreement shall not be unreasonably withheld.
- 5.7 CEQA Compliance. [Party] shall submit to DTSC all documentation necessary for compliance with the California Environmental Quality Act, Public Resources Code sections 21000-21177 (CEQA).
- 5.8 Final Reports. For all final reports, [Party] shall submit one hard (paper) copy (if requested by DTSC) and an electronic copy with all applicable attachments, appendices, signatures and certification stamps as a text-readable Portable Document Formatted (pdf).
- 5.9 Endangerment. [Party] shall notify DTSC's Project Manager, immediately upon learning of any previously unknown conditions that endangers public health or safety or that poses an unreasonable risk to human health and safety or the environment.
- 5.9.1 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 [Party] to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment.
- 5.10 Further Response Actions. DTSC may require [Party] to conduct further response actions only under the circumstances set forth in CLRRA.

- 5.11 Disclosure Provisions. [Party] 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.
- 5.12 Exclusion from Permit Requirements. DTSC may exclude any portion of a response action conducted entirely on a site subject to an approved Response Plan from the hazardous waste facilities permit requirements if the Response Plan specifies that the response action will be conducted in compliance with the standards, requirements, criteria or limitations specified in Health and Safety Code Section 25395.100(b), including any condition imposed by DTSC.
- 5.13 Access. While [Party] is the owner or prospective purchaser of the Site, [Party] 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.
- 5.14 Notification of Field Activities. [Party] 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.

6. Oversight, Management and Payment

- 6.1 Oversight Agreement Managers and Project Managers. [Insert Project manager Name], is designated by DTSC as its Project Manager for this Agreement. [Name of Party's Project Manager] is designated by [Party] as its Project Manager for this Agreement. Each Party will provide at least ten (10) calendar days' advance written notice to the other Party of a change of its designated Project Manager. All notices, documents and communications unless otherwise specified will be sent to the following addresses:

To: [Insert name]
Project Manager
Department of Toxic Substances Control
Site Mitigation and Restoration Program
Add regional office address

To: [Party]
[Address]

- 6.2 Payment of DTSC's Costs. [Party] shall follow the procedures for payment of DTSC's oversight costs.

- 6.2.1 Costs Included. [Party] shall reimburse DTSC for all DTSC's costs. Subject to the provisions of Section 6.2.6 below, [Party] will reimburse DTSC costs in accordance with Health and Safety Code Division 20, Chapter 6.66. DTSC's costs are recoverable pursuant to Health and Safety Code Section 25360.
- 6.2.2 Cost Estimate. An estimate of DTSC oversight costs ("Cost Estimate") is contained in Exhibit C. The cost estimate is the estimated cost of DTSC oversight of the activities discussed in Section 5, above. The [Party] acknowledges that the Cost Estimate is not the final cost figure. DTSC will provide an updated Cost Estimate if the estimated oversight cost increases or the scope of work changes. If the DTSC revises the Cost Estimate in Exhibit C, such revision will be incorporated into this Agreement as an update to Exhibit C.
- 6.2.3 Payment Procedures. In anticipation of the costs to be incurred under this Agreement, including costs of preparing this Agreement, [Party] will make an advance payment of [XXXXX]. If the advance payment does not cover all costs payable to DTSC, DTSC will invoice [Party] quarterly. [Party] shall pay all invoices within thirty (30) calendar days of the mailing date of the invoice. If payment is not received by DTSC within sixty (60) calendar days of the date of the invoice, [Party] may be deemed to be in material default of this Agreement. Any payment for billing not received by DTSC within sixty (60) calendar days is subject to interest based on applicable federal and State laws and regulations, including but not limited to Health and Safety Code Section 25360.1.
- 6.2.4 Billing Address. DTSC will provide a Statement of Account to [Party] at least quarterly. [Party]'s billing address is:

[Party]
[Address]
[E-mail]
[Phone number]

Payment Address. All payments made by [Party] pursuant to this Agreement shall be by check made payable to DTSC and bearing on its face the project code for the Site [Site Code] and the docket number of this Agreement, HSA- xxxxxxxx. Payments shall be sent to:

Department of Toxic Substances Control
Accounting/Cashier
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

6.2.6 Dispute Resolution. If **[Party]** has a dispute regarding the charges or related services appearing in the billing package received from DTSC, **[Party]** must notify DTSC of the dispute in writing within 45 calendar days from the date of the billing package. The invoice dispute notice must identify the name of the Site, Site Code, invoice number, invoice date, charges contested, employee name associated with contested charges, and the amount disputed. The invoice dispute notice also must include a detailed statement of the legal and/or factual basis for the dispute and the remedy sought. For timely and good-faith invoice disputes, DTSC will waive the imposition of interest until resolution of the dispute.

The invoice dispute notice must be addressed to:

Chief, Collections and Resolution Unit
Department of Toxic Substances Control
P.O. Box 806
Sacramento, California 95812-0806

A copy of the invoice dispute notice should also be sent to the DTSC Project Manager by using the contact information on the last page of the billing letter included in the billing package.

If **[Party]** is disputing only a portion of the costs included in the invoice, **[Party]** should pay for those costs that are not being disputed. Filing a dispute will not stay the imposition of the interest charges for undisputed costs.

6.2.7 Effect of Billing Dispute. The existence of a billing dispute shall not excuse, stay, or suspend any other compliance obligation or deadline required pursuant to this Agreement.

7. Additional Provisions

7.1 Exhibits. All Exhibits are incorporated into this Agreement by reference.

7.2 Liens. DTSC shall have a lien on the property constituting the site for its unrecovered costs of any response action carried out at the Site, if the response action increased the fair market value of the Site that existed before the response action was initiated. DTSC and **[Party]** may agree to substitute a lien on another property or other assurance of payment for the unrecovered response costs.

- 7.3 Proponent Liabilities. Except as specified in CLRRRA, nothing in this Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of [Party]'s past, current, or future operations.
- 7.4 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 [Party] 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 [Party] or its agents in carrying out the activities pursuant to this Agreement.
- 7.5 Third Party Actions. In the event that [Party] is a party to any suit or claim for damages or contribution to which DTSC is not a party, relating to the Site, [Party] will notify DTSC in writing within ten (10) calendar days after service of the complaint in the third-party action. However, failure to give such notice within ten (10) calendar days will not be a material breach of this Agreement, and this requirement confers no rights on any third parties not party to this Agreement.
- 7.6 California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.
- 7.7 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.
- 7.8 Parties Bound. This Agreement applies to and is binding, jointly and severally, upon [Party] 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.
- 7.9 Amendment. This Agreement may be amended in writing by mutual agreement of DTSC and [Party]. Any agreed-upon amendment shall be in writing, shall be signed by both Parties, shall be effective upon the date the amendment is signed by DTSC and, once signed by DTSC, is incorporated in this Agreement. An amendment may include changes to the terms and conditions of this Agreement, including an addition of another party in Exhibit D (provided that the party meets all of the qualifying conditions of Health and Safety Code Section 25395.80 and either Health and Safety Code Section 25395.69 or Health and Safety Code Section 25395.70, as applicable) and any other changes DTSC determines to be necessary. Such amendment shall then be incorporated into the Agreement as a subsequent exhibit.
- 7.10 Effective Date. The Effective Date of this Agreement is the date when this Agreement is signed by both Parties, and therefore, fully executed.

7.11 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.

7.12 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.

_____ Date: _____

Name

Branch Chief
Site Mitigation and Restoration Program
Department of Toxic Substances Control

_____ Date: _____

[Name, Title]
[Party]

SAMPLE

LIST OF EXHIBITS

Exhibit A: Site Map

Exhibit B: Site Diagram

Exhibit C: Schedule

Exhibit D: DTSC Oversight Cost Estimate

Exhibit E: Example Amendment to Add an Additional Party – Sample

Exhibit F: Example Successor Assignment and Assumption Agreement – Sample

SAMPLE

EXHIBIT A
Site Map

SAMPLE

EXHIBIT B
Site Diagram

SAMPLE

EXHIBIT C
Schedule

If **[Party]** is unable to perform any activity or submit any document within the schedule outlined below, **[Party]** shall notify DTSC’s Project Manager prior to the date the task was to be completed in the schedule below. If DTSC determines that the revised schedule will have a significant effect on the schedule outlined below or upon its review schedule, the schedule shall be updated. **[This is an evergreen schedule and does not need to be changed].**

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
Submit Notice of Ownership Change and Copy of Transfer Document for Prospective Purchaser, if applicable	At the time of transfer
Submit AAI Update/verification of validity for Prospective Purchaser, if applicable	At the time of transfer
Submit Site Assessment Plan/Report of Findings	Within 30 days of scoping meeting, or as decided during scoping meeting
DTSC decision on work plans	Within ~75 days of date received by DTSC ¹
Submit investigation reports	Within ~45 days of completion of field work ²
DTSC decision on investigation report	Within 100 days of date received by DTSC ¹ . May include recommendation for further investigation or cleanup, no further action, or no further action with conditions.
Submit draft Response Plan	As directed by DTSC
Submit Community Profile	Within 30 days of DTSC’s request
Submit CEQA documentation	Concurrent with the Response Plan
Public Review/Comment Period, mailing of information to mailing list and publishing of public notice	Upon DTSC’s approval of Response Plan for public review and comment.
DTSC decision on Response Plan	DTSC to approve cleanup plan, if appropriate, after addressing public comments, within ~150 days of receipt of draft ¹ .
Submit Design Plan	As directed by DTSC
Implement cleanup	Within 90 days of DTSC approval of cleanup plan, or as directed by DTSC in conjunction with Party ³
Submit Response Plan completion report	Within 90 days from the date of implementation of cleanup plan
DTSC decision on Response Plan Completion Report	Within ~100 days of date 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

Activity	Schedule
DTSC's issuance of a Certificate of Completion or No Further Action	Within ~30 days of approval of Response Plan Completion Report, Operation and Maintenance Plan and Agreement (if required), and the executed land use restriction (if required).
Invoices	DTSC issues quarterly, payment expected within 30 days
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.

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 Response 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.

SAMPLE

EXHIBIT D
DTSC Oversight Cost Estimate

SAMPLE

EXHIBIT E

[MONTH, DATE, YEAR] AMENDMENT TO ADD AN ADDITIONAL PARTY

This Amendment is made and entered into, by and between the State of California, Department of Toxic Substances Control (“**DTSC**”) and **[Existing BFP, CPO, ILO, or PP]** and **[Name of Additional Party]** (the “**Additional Party**”) (collectively referred to as the “**Parties**”).

The Standard Agreement for participating under California's Land Reuse and Revitalization Act (CLRRA) Program, DTSC Docket No. _____ HSA-CLRRA **[DOCKET NUMBER]** (the “**Agreement**”) is amended to replace “**[Name of existing BFP, CPO, IO named in the Agreement]**” with “**[Name of existing BFP, CPO, ILO, PP named in the Agreement]** and **[Name of Additional Party]**”.

The **Additional Party** agrees to comply with the amended Agreement.

DTSC has verified that the **Additional Party** meets the requirements and conditions for a **[CHOOSE ONE: Bona fide purchaser pursuant to Health and Safety Code section 25395.69, Contiguous Property Owner pursuant to Health and Safety Code section 25395.70, Innocent landowner pursuant to Health and Safety Code section 25395.75, or Prospective Purchaser pursuant to Health and Safety Code section 25395.91(a)(2) and 25395.69]** and has made all appropriate inquiries pursuant to **Health and Safety Code** section 25395.65 and section 25395.80.

Submittals to the **Additional Party**, pursuant to section 6.1 of the Agreement, shall be addressed as follows:

[Name of Company]
[Street Address]
[City, County, State, Zip Code]
Attention:
Telephone:
Fax:
Email address:

DTSC reviewed the all appropriate inquiries documentation submitted by [Existing BFP, CPO, PP, and ILO] and updated as necessary by **[Additional Party]** and has determined that the documentation meets the requirements for a Site Assessment Plan, pursuant to section 5.2 of this Agreement, and that no changes to the existing Site Assessment Plan are necessary.

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.

_____ Dated: _____
[Typed Name of Person Authorized to Sign on Behalf of existing BFP, CPO, PP or ILO]
[Title]

_____ Dated: _____
[Typed Name of Person Authorized to Sign on Behalf of Additional Party]
[Title]

_____ Dated: _____
[Name of Branch Chief], Branch Chief
Site Mitigation and Restoration Program
Department of Toxic Substances Control

SAMPLE

EXHIBIT F

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (this "Assumption Agreement") is dated as of [] [], (the "Effective Date"), by and among [NAME OF ORIGINAL PARTY/PARTIES TO THE CLRRA AGREEMENT], a [] ("Assignor(s)"), [NAME OF ASSIGNEE/SUCCESSOR], a [] ("Assignee"), and, for purposes of consenting to this Assumption Agreement only, the State of California, Department of Toxic Substances Control ("DTSC").

RECITALS

WHEREAS, Assignor is a party to that certain Standard Agreement for Participating Under California's Land Reuse and Revitalization Act Program, by and between Assignor and Department, dated as of [] (the "CLRRA Agreement");

WHEREAS, Assignor wishes to assign to Assignee all of its obligations (from and after the Effective Date) pursuant to this Assumption Agreement effective as of the Effective Date, and Assignee wishes to assume all of Assignor's obligations (to the extent arising from and after the Effective Date) with respect to the CLRRA Agreement effective as of the Effective Date; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties hereto agree as follows:

1. Assumption. Effective as of the Effective Date, Assignee agrees to hereby assume all of the remaining obligations (to the extent arising from and after the Effective Date) of the CLRRA Agreement.

2. DTSC's Determinations. DTSC has determined that the Assignee meets all of the qualifying conditions of Health and Safety Code Section 25395.80 and either Section 25395.69 or 25395.70 of CLRRA, as applicable, and is qualified to perform any remaining obligations under the CLRRA Agreement, including, without limitation, long-term operation and maintenance, and, by execution of this Assumption Agreement, has agreed to assume such obligations.

3. Further Actions. DTSC hereby consents to the Assumption by the Assignee of the Assignor's remaining obligations under the CLRRA Agreement. Assignor and Assignee each covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request

to more effectively consummate the assignments and assumptions contemplated by this Agreement.

4. Counterparts. This Assumption Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Binding Effect. This Assumption Agreement shall be binding upon, and shall inure to the benefit of the parties, and each of their respective successors and permitted assigns.

6. Governing Law. This Assumption Agreement shall be governed by, and be construed in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Assumption Agreement on the date first set forth above.

_____ Dated: _____
[Assignor:] _____
[Title] _____

_____ Dated: _____
[Assignee:] _____
[Title] _____

_____ Dated: _____
[Name of Branch Chief], Branch Chief
Site Mitigation and Restoration Program
Department of Toxic Substances Control