

**STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL**

In the Matter of:)	Docket No. HSA-FY 16/17-037
)	
Palos Verdes Peninsula)	CONSENT AGREEMENT
Unified School District)	
Property at 32201 Forrestal Drive,)	
Rancho Palos Verdes, California)	
)	
Respondents:)	
Palos Verdes Peninsula)	
Unified School District)	
375 Via Almar)	
Palos Verdes Estates, CA 90274)	
)	
Palos Verdes American Youth)	
Soccer Association)	
AYSO Region 10)	
P.O. Box 2302)	Health and Safety Code
Palos Verdes Peninsula, CA 90274)	Sections 25355.5(a)(1)(B) and (C),
)	58009 and 58010

I. INTRODUCTION

1.1 Parties. Palos Verdes American Youth Soccer Association (“PVAYSO”), a region of the National American Youth Soccer Organization, a non-profit corporation; Palos Verdes Peninsula Unified School District (“PVPUSD”), a California Public Entity, (PVAYSO and PVPUSD are referred to herein collectively as “Respondents”¹); and the California Environmental Protection Agency, Department of Toxic Substances Control (“DTSC”), hereby enter into this Consent Agreement (“Agreement”) and agree to its terms and conditions. DTSC and Respondents are referred to collectively herein as “Parties” and may be referred to individually herein as “Party.”

1.2 Property/Site. This Agreement applies to certain PVPUSD property (the “Site” as defined herein) located adjacent to Ladera Linda Park, which is commonly referred to as “Ladera Linda,” located at 32201 Forrestal Drive, Rancho Palos Verdes, California. A map depicting the Site and immediate surrounding area, including the location of facilities, buildings, residences, and other structures, is attached hereto as Exhibit “A.” The Site is an area approximately 400 feet by 60 feet located North of the Upper Ladera improved soccer field. The Site also includes any

¹ PVAYSO and PVPUSD are sometimes referred to individually herein as “Respondent.”

areas on which stockpiled soil (described below) and any other material contained within the stockpiled soil may have been deposited and to which stockpiled soil and any other material containing within the stockpiled soil may have migrated, spread, or been moved. The Site also includes the areal extent of any contamination that may have originated from releases of hazardous substances from the stockpiled soil or any material contained therein.

1.3 Jurisdiction. This Agreement is entered into by the Parties pursuant to Health and Safety Code sections 25355.5(a)(1)(B) and (C), 58009, and 58010. Health and Safety Code section 25355.5(a)(1)(B) authorizes DTSC to issue an order establishing a schedule for removing or remedying a release of a hazardous substance at a site, or for correcting the conditions that threaten the release of a hazardous substance. The order may include, but is not limited to, requiring specific dates by which the nature and extent of a release shall be determined and requiring adequate site characterization, preparation and submittal of a remedial action plan to DTSC for approval, and completion of a removal or remedial action.

Health and Safety Code section 25355.5(a)(1)(C) authorizes DTSC to enter into an enforceable agreement with potentially responsible parties for a site that requires the parties to take necessary corrective action to remove the threat of the release, or to determine the nature and extent of the release and adequately characterize the site, prepare a remedial action plan, and complete necessary removal or remedial actions, as required in the approved removal action workplan or remedial action plan.

Health and Safety Code section 58009 authorizes DTSC to commence and maintain all proper and necessary actions and proceedings to enforce its rules and regulations; enjoin and abate nuisances related to matters within its jurisdiction which are dangerous to health; compel the performance of any act specifically enjoined upon any person, officer, or board, by any law of this state relating to and/or on matters within its jurisdiction to protect and preserve the public health.

Health and Safety Code section 58010 authorizes DTSC to abate public nuisances related to matters within its jurisdiction.

1.4 Purpose. Based on information available to DTSC and described herein, the Site is or may be contaminated with hazardous substances as described in Section 2.4, below. The purpose of this Agreement is for Respondents to investigate, characterize, and/or remediate the release or threatened release of any hazardous substances at or from the Site under the oversight of DTSC. The purpose of this Agreement is also for DTSC to obtain reimbursement from Respondents for DTSC Cleanup Program's response costs incurred pursuant to this Agreement and from PVPUSD in connection with the Fence and Post Order issued to PVPUSD on August 1, 2016 for costs incurred with respect to the Fence and Post Order on or after August 23, 2016.

1.5 No Admission of Liability. Respondents do not admit to any of the factual or legal determinations described in this Agreement. Further, neither the fact that Respondents have signed this Agreement nor any action(s) undertaken by them, together or separately, pursuant to this Agreement, shall be deemed to constitute an admission of liability with respect to the matters contained in this Agreement or with respect to the Site or Ladera Linda to DTSC or any other person or entity. Respondents continue to maintain that they have no knowledge of or belief that

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any unlawful contaminants are present at the Site or Ladera Linda and expressly reserve the right to challenge any and all findings, actions, orders, or directives concerning the Site or Ladera Linda. Respondents do not acknowledge, admit or concede that the alleged release or threatened release of hazardous substance(s) at or from the Site constitutes a risk to the public health or welfare or to the environment.

II. FINDINGS OF FACT

DTSC hereby finds:

2.1 Liability of Respondents. Respondents are “responsible parties” or “liable persons” as defined in Health and Safety Code section 25323.5. Respondent PVPUSD is the current owner of Ladera Linda, which includes the Site. Respondent PVAYSO licenses and operates Ladera Linda, including the Site, and uses portions of the site for its youth soccer program.

2.2 Physical Description of Site. Ladera Linda, which includes the Site, is situated in the City of Rancho Palos Verdes which is a primarily suburban area and has a population of 42,282 persons. Ladera Linda is licensed to PVAYSO and is used by youth soccer players and their families. Ladera Linda is located along a gated section of Forrestal Road, in Rancho Palos Verdes, California. Ladera Linda consists of three (3) fenced and grass-covered soccer playing fields, and the Site as depicted in Exhibit “A” and described in paragraph 1.2.

2.3 Site History. Within the Site described in Sections 1.2 and 2.2, above, soils were imported at the direction of PVAYSO in April of 2015, stockpiled and then spread out on the exposed soil. Currently, the depositional area includes several feet of stockpiled soil. According to PVPUSD, a portion of the stockpile was created years ago when the improved soccer field known as Ocean Field was first constructed, and the stockpile includes soils that were removed from that field area. In April 2015, additional soils were imported and deposited in the 400’ by 60’ depositional area. PVAYSO states that about 85 truckloads of soil were deposited on the Site at that time, and that the 85 truckloads came from a residential project in Torrance, California. Respondents maintain that the amount of soil deposited at that time was roughly 1,020 cubic yards, which correlates to approximately 15 inches of the stockpile that can be observed in the 400’ by 60’ depositional area.

At the request of PVPUSD’s counsel, on October 29 and November 20, 2015, Alta Environmental conducted limited environmental soil sampling to assess imported soils at the Site. Alta Environmental also collected and assessed bulk samples of building material debris observed at the Site, using the methods described in its report noted below, to determine the presence of asbestos. Alta Environmental also analyzed soil samples for the following:

- Volatile Organic Compounds (VOCs) by EPA Method 8260B/5035
- Total Petroleum Hydrocarbons (TPH) as gasoline (TPH-g) by EPA Method 8015B/5035
- TPH as diesel (TPH-d) and TPH as oil (TPH-o) by EPA Method 8015B
- Organochlorine Pesticides (OCPs) by EPA Method 8081A
- Polychlorinated Biphenyls (PCBs) by EPA Method 8082

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- Chlorinated Herbicides by EPA Method 8151A
- Organophosphorus Pesticides (OPPs) by EPA Method 8141B
- CCR Title 22 (CAM 17) Metals by EPA Methods located 6010B/7470A
- Hexavalent Chromium by EPA Method 7199

Alta Environmental presented its findings in a subsequent report, dated December 3, 2015. The purpose and scope of the sampling effort was limited in nature, as described in the report. PVPUSD asserts that the Alta Environmental report was a confidential attorney-client privileged document, and was kept as such. The PVPUSD school board waived the privilege, releasing the report to the public on its website in July 2016. A copy of that report is attached as Exhibit “B.”

PVAYSO also retained an environmental consultant—Leymaster Environmental Consulting (“Leymaster”)—to sample and test the stockpiled soil on December 14, 2015. Using protocols described in that report, Leymaster collected and analyzed soil samples for the following:

- Total Petroleum Hydrocarbons (TPH as diesel and oil) by EPA Method 8015M
- VOCs and TPH-gasoline by EPA Method 8260B (EPA Preparation Method 5035)
- Polychlorinated Biphenyls by EPA Method 8082
- Semi-Volatile Organic Compounds (SVOCs) by EPA Method 8270C
- Organochlorine Pesticides (OCPs) by EPA Method 8081A
- Organophosphorus Pesticides (OPPs) by EPA Method 8141A
- Chlorinated Herbicides by EPA Method 8151A
- Title 22 Metals by EPA Methods 6010B/7470B
- Hexavalent Chromium by EPA Method 7199
- Arsenic and Thallium by EPA Method 6020

Leymaster issued a report dated December 23, 2015, which was made available to the public. A copy of the Leymaster report is attached as Exhibit “C.”

On July 1, 2016, Health Science Associates collected and analyzed air samples from seven (7) locations at the Site by phase contrast microscopy pursuant to the NIOSH 7400. Additionally, Health Science Associates collected nine (9) samples of “construction-apparent debris” and analyzed them by polarized light microscopy pursuant to EPA 600/R-93/116. A copy of the Health Science Associates letter is attached as Exhibit “D.”

2.4 Hazardous Substances Found at the Site.

2.4.1. Asbestos: Asbestos, in regulated concentrations, was detected in three (3) of fifteen (15) samples of materials collected by Alta Environmental, which were identified as construction debris by Alta Environmental, including roofing material with mastic, floor tile debris, and vinyl sheet flooring with paper backing. Both the roofing mastic and floor tile were considered by Alta Environmental to be non-friable. However, the vinyl sheet flooring with paper backing was considered to be friable and a hazardous substance pursuant to Health and Safety Code section 25316. California Code of Regulations, section 66261.24 classifies asbestos

in regulated concentrations to also be hazardous waste only if in a friable, powdered or finely divided state. These three (3) samples were removed from the Site by Alta Environmental in October and November, 2015.

In general terms, friable asbestos is a term used to describe any asbestos-containing material that can be easily crumbled or pulverized to powder by hand. Friable asbestos is associated with the health concerns noted in Section 2.5.1, below. Non-friable asbestos can become friable as the materials containing them break down due to weather, age, and agitation.

No asbestos was detected in the soil matrix in the soil samples collected by Alta Environmental. Health Science Associates identified no asbestos fibers in any of the air samples it collected, nor did it identify ACM in the multiple samples of "construction-apparent debris" collected from the Site.

2.4.2. Other potential constituents of concern. The findings presented by Alta Environmental, Leymaster, and Health Science Associates, referenced in section 2.3 above, with regard to other constituents are presented in Exhibits "B," "C," and "D."

2.5 Health Effects.

2.5.1. Asbestos. Asbestos fibers may be released into the air by the disturbance of asbestos-containing material during product use, demolition work, building or home maintenance, repair, and remodeling. In general, exposure may occur only when asbestos-containing material is disturbed or damaged in some way to release particles and fibers into the air (<https://www.epa.gov/asbestos/learn-about-asbestos>). Asbestos can cause cancer. Exposure to asbestos by inhalation can cause fibrotic lung disease (asbestosis) and changes in the lining of the chest cavity (pleura). These diseases can lead to reduced respiratory function and death. Long-term inhalation of asbestos fibers also increases the risk of lung cancer and mesothelioma.

2.6 Routes of Exposure. DTSC finds that there is a likelihood of human or domestic animal contact to hazardous substances found at the Site because the Site is located in a residential community, immediately adjacent to a soccer field where children have routinely played soccer. Additionally, hiking trails within the Forrestal Nature Preserve to the north, west and east are frequented by hikers and dogs. DTSC finds that potential routes of exposure include inhalation, ingestion, and dermal contact. PVAYSO represents that it has closed the Upper Ladera Fields improved soccer field to all league play. The Site is also currently surrounded by a locked fence and the imported soils covered with a plastic tarp pursuant to DTSC's Fence and Post Order.

2.7 Public Health and/or Environmental Risk. The Site is situated in a primarily suburban area in the City of Rancho Palos Verdes. The City of Rancho Palos Verdes has a population of 42,282 persons. Ladera Linda, which includes the Site, is licensed to PVAYSO. The unimproved stockpiled soil area described in section 1.2 is not a soccer field. PVAYSO uses the improved soccer fields at Ladera Linda for youth soccer players and their families. Ladera Linda is also located near hiking trails frequented by hikers and dogs. Ladera Linda is in a remote area of the City of Rancho Palos Verdes, and is surrounded on two sides by the Forrestal

Nature Preserve. The nearest residential property to the Site is approximately 800 feet to the southwest of the Site.

DTSC finds that the Site may pose a public health risk if human contact is made with hazardous substances found at the Site. Elevated concentrations of asbestos were detected in certain materials identified as construction debris by Alta Environmental found at the Site, and one (1) construction debris sample was considered to contain friable asbestos based upon the nature of the material. PVPUSD represents that the three (3) pieces of asbestos-containing material identified by Alta Environmental were removed from the Site in October and November, 2015. Further investigation of the Site may be necessary to fully characterize the potential extent of potential releases or threatened releases of hazardous substances at or from the Site.

III. CONCLUSIONS OF LAW

3.1 Respondents are “responsible parties” or “liable persons” as defined by Health and Safety Code section 25323.5.

3.2 The substance listed in Section 2.4.1, above, is a "hazardous substance" as defined in Health and Safety Code section 25316. California Code of Regulations, section 66261.24 classifies asbestos in regulated concentrations in a friable state to also be hazardous waste.

3.3 There has been a “release” and/or there is a “threatened release” of a hazardous substance and California waste listed in Section 2.4.1, above, at the Site, as defined in Health and Safety Code section 25320.

3.4 Response action may be required to protect and preserve the public health.

IV. DETERMINATION

4.1 Based on the foregoing findings of fact and conclusions of law, DTSC hereby determines that response action is necessary at the Site because there has been a release and/or there is a threatened release of a hazardous substance.

V. CONSENT AGREEMENT

Based on the foregoing, IT IS HEREBY AGREED THAT Respondents conduct the following actions in the manner specified herein and in accordance with a schedule specified by DTSC as follows:

5.1 Chapter 6.8. All actions taken pursuant to this Agreement shall be consistent with the requirements of Chapter 6.8 (commencing with section 25300), Division 20 of the Health and Safety Code and any other applicable state or federal statutes and regulations.

5.1.1. Submittal of Existing Data, Prior Site-Related Reports, and Proposed Scope of Work. Within 10 days of the Effective Date of this Agreement, Respondents will submit to DTSC all background information, sample analysis results, environmental assessment reports,

laboratory reports, remediation reports, and any other information pertinent to the hazardous substance management and/or alleged release, characterization, and cleanup of the Site. This includes information related to asbestos, as well as the other constituents identified by Alta Environmental, Leymaster, and Health Science Associates that are identified in the exhibits referenced in Section 2.4.2, above. In addition to submitting all of data and documents, Respondents shall consolidate, analyze, and summarize all existing data and reports in a written report (or reports). Respondents shall also submit a written summary of historical and current activities and land uses on Site, uses of adjacent properties, and summary of previous investigations. The evaluation of data and documentation should be used to support Respondents' proposed scope of work (below) and shall be discussed at the Initial Scoping Meeting described in Section 5.1.2, below.

Respondents shall submit a proposed scope of work, including, without limitation, any potential areas and compounds of concern, proposed sampling strategy and analytical methods (if further sampling is proposed), and any interim measures or proposed removal actions. If Respondents propose to exclude the Upper Ladera Fields from further proposed response action, the scope of work shall demonstrate with evidence and confirmatory data that none of the imported soils were deposited, migrated, spread, or moved to the fields. The information submitted by Respondents shall be reviewed and evaluated for conformance with DTSC statutory and regulatory standards for quality assurance/quality control, site investigations, and site remediation. DTSC will review the information to identify any areas and media of concern. DTSC may determine the need for additional work required to complete further investigation, characterization, and, if necessary, remediation of the Site. DTSC shall base its determination on existing statutory and regulatory standards and guidelines and published action levels and health based risk screening criteria.

5.1.2. Initial Scoping Meeting. Following DTSC's review of the materials provided pursuant to Section 5.1.1, above, and within 20 days of the Effective Date of this Agreement, a scoping meeting will be held by the Parties to discuss whether further site characterization is necessary, and, if so, how the characterization will be conducted for the Site, and how and when it will be implemented. If DTSC determines that further characterization is needed based upon statutory and regulatory standards and guidelines, Respondents shall comply with Sections 5.1.3 and 5.1.4, below, or such other procedure(s) as may be agreed by the Parties, as appropriate. DTSC shall determine at the scoping meeting, or in a subsequent correspondence within 10 working days of the scoping meeting, that: (1) further site characterization, interim measures, or response actions are necessary, and, if so, how and when these activities will be conducted and implemented for the Site; or (2) no further characterization or action is needed, and in such case Respondents shall have no further duties under Section 5 of this Agreement. If DTSC determines at or following the Initial Scoping Meeting that no further characterization or action is needed, Respondents will develop a fact sheet or community update informing the public and adjoining community regarding site activities and the basis of the no further action determination for DTSC review and approval.

5.1.3. Preliminary Environmental Assessment (PEA). If required by DTSC, within 30 days of the Initial Scoping Meeting described in Section 5.1.2, above, Respondents shall conduct a PEA to determine whether a release or threatened release of a hazardous

substance exists at the Site that poses a threat to human health or the environment. The PEA shall be conducted in accordance with the DTSC guidance manual for evaluating hazardous substance release sites, entitled: "Preliminary Endangerment Assessment Guidance Manual," State of California, Environmental Protection Agency, Department of Toxic Substances Control (Revised October 2015). Documents that will be required as part of the PEA are:

- (a) PEA Consultant. The PEA shall be conducted under the direction and supervision of a qualified environmental professional. Within 10 days of the Initial Scoping Meeting described in Section 5.1.2, above, Respondents must submit the name and address of the environmental professional chosen by Respondents along with a resume or other statement of qualifications demonstrating qualifications to prepare and implement the PEA. Respondents shall promptly notify DTSC of any change in the identity of the PEA consultant, and Respondents shall obtain approval from DTSC before the new PEA consultant performs any work under this Agreement.
- (b) PEA Workplan. This workplan shall include a sampling plan designed to determine the type and general extent of contamination at the Site, if additional sampling is required; 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. The PEA Workplan shall also include an implementation schedule for all activities necessary to conduct a complete PEA for the Site. The deadline for submission of the PEA Workplan will be determined by DTSC after completion of the Initial Scoping Meeting described in Section 5.1.2, above, and will be deemed incorporated into and enforceable under this Agreement.
- (c) 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. The deadline for submission of the PEA Report will be determined by DTSC and will be deemed incorporated into and enforceable under this Agreement.

5.1.4. Site Remediation Strategy Meeting. Within 20 days of receipt of the PEA Report, the Parties shall meet to discuss the PEA Report and its recommendations for any further investigation, characterization, and/or response action. Following this meeting, DTSC shall determine whether further investigation, characterization, and/or response action is necessary based upon existing statutory and regulatory standards and guidelines and the recommendations of the PEA Report. DTSC will also identify the additional provisions of Section 5 and Section 6 of this Agreement, if any, with which Respondents need to comply to fulfill their obligations pursuant to this Agreement. If DTSC determines that no further investigation, characterization, and/or response action is needed, Respondents shall have no further duties under Section 5 of this Agreement. If DTSC determines at or following the Site Remediation Strategy Meeting that no further characterization or action is needed, Respondents will develop a fact sheet or community update informing the public and adjoining community regarding site activities and the basis of the no further action determination for DTSC review and approval.

5.2 Remedial Investigation/Feasibility Study (RI/FS). If required based upon the determination made pursuant to Section 5.1.4, above, a RI/FS shall be conducted for the Site. The RI/FS shall be prepared consistent with the U.S. Environmental Protection Agency's "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," October 1988. The purpose of the RI/FS is to assess Site conditions and to evaluate alternatives to the extent necessary to select a remedy appropriate for the Site. RI and FS activities shall be conducted concurrently and iteratively so that the investigations can be completed expeditiously. Because of the unknown nature of the Site and iterative nature of the RI/FS, additional data requirements and analyses may be identified throughout the process. Respondents shall fulfill additional data and analysis needs identified by DTSC; these additional data and analysis requests will be consistent with the general scope and objectives of this Agreement.

The following elements of the RI/FS process shall be preliminarily defined in the initial Site scoping and refined and modified as additional information is gathered throughout the RI/FS process.

- (a) Conceptual Site Model identifying contamination sources, exposure pathways, and receptors;
- (b) Federal, State and local remedial action objectives including applicable legal requirements or relevant and appropriate standards;
- (c) Project phasing including the identification of removal actions and operable units;
- (d) General response actions and associated remedial technology types; and
- (e) The need for treatability studies.

5.2.1 RI/FS Objectives. The objectives of the RI/FS are to:

- (a) Determine the nature and full extent of hazardous substance contamination of air, soil, surface water and groundwater at the Site;
- (b) Identify all actual and potential exposure pathways and routes through environmental media;
- (c) Determine the magnitude and probability of actual or potential harm to public health, safety or welfare or to the environment posed by the threatened or actual release of hazardous substances at or from the Site;
- (d) Identify and evaluate appropriate response actions to prevent or minimize future releases and mitigate any releases which have already occurred; and
- (e) Collect and evaluate the information necessary to prepare a RAP.

5.2.2. RI/FS Workplan. If required as set forth in this Agreement, Respondents shall prepare and submit to DTSC for review and approval a detailed RI/FS Workplan and implementation schedule that covers all the activities necessary to conduct a complete RI/FS of the Site.

The RI/FS Workplan shall include a detailed description of the tasks to be performed, information or data needed for each task, and the deliverables which will be submitted to DTSC. Either Respondents or DTSC may identify the need for additional work.

These RI/FS Workplan deliverables are discussed in the remainder of this Section, with a schedule for implementation, and monthly reports. The RI/FS Workplan shall include all the sections and address each component listed below.

(a) Project Management Plan. The Project Management Plan shall define relationships and responsibilities for major tasks and project management items by Respondents, its contractors, subcontractors, and consultants. The plan shall include an organization chart with the names and titles of key personnel and a description of their individual responsibilities.

(b) Scoping Document. The Scoping Document shall incorporate program goals, program management principles, and expectations contained in the National Contingency Plan (NCP) (40 Code of Federal Regulations (CFR) Part 300), as amended. It shall include:

(1) An analysis and summary of the Site background and the physical setting. At a minimum, the following information is required:

(A) A map of the Site, and if they exist, aerial photographs and blueprints showing buildings and structures;

(B) A description of past disposal practices;

(C) A list of all hazardous substances which were disposed, discharged, spilled, treated, stored, transferred, transported, handled or used at the Site, and a description of their estimated volumes, concentrations, and characteristics;

(D) A description of the characteristics of the hazardous substances at the Site; and

(E) If applicable, a description of all current and past manufacturing processes which are or were related to each hazardous substance.

(2) An analysis and summary of previous response actions including a summary of all existing data including air, soil, surface water, and groundwater data and the Quality Assurance/Quality Control (QA/QC) procedures which were followed;

(3) Presentation of the Conceptual Site Model;

- (4) The scope and objectives of RI/FS activities;
 - (5) Preliminary identification of possible response actions and the data needed for the evaluation of alternatives. Removal actions shall be proposed, if needed, based on the initial evaluation of threats to public health and the environment. If remedial actions involving treatment can be identified, treatability studies shall be conducted during the characterization phase, unless Respondents and DTSC agree that such studies are unnecessary as set forth in Section 5.4, below; and
 - (6) If applicable, initial presentation of the Site Remediation Strategy.
- (c) Field Sampling Plan. The Field Sampling Plan shall include:
- (1) Sampling objectives, including a brief description of data gaps and how the field sampling plan will address these gaps;
 - (2) Sample locations, including a map showing these locations, and proposed frequency;
 - (3) Sample designation or numbering system;
 - (4) Detailed specification of sampling equipment and procedures;
 - (5) Sample handling and analysis including preservation methods, shipping requirements and holding times; and
 - (6) Management plan for wastes generated.
- (d) Quality Assurance Project Plan. The plan shall include:
- (1) Project organization and responsibilities with respect to sampling and analysis;
 - (2) Quality assurance objectives for measurement including accuracy, precision, and method detection limits. In selecting analytical methods, Respondents shall consider obtaining detection limits at or below potentially applicable legal requirements or relevant and appropriate standards, such as Maximum Contaminant Levels (MCLs) or Maximum Contaminant Level Goals (MCLGs);
 - (3) Sampling procedures;
 - (4) Sample custody procedures and documentation;
 - (5) Field and laboratory calibration procedures;
 - (6) Analytical procedures;
 - (7) Laboratory to be used certified pursuant to Health and Safety Code section 25198;

- (8) Specific routine procedures used to assess data (precision, accuracy and completeness) and response actions;
 - (9) Reporting procedure for measurement of system performance and data quality;
 - (10) Data management, data reduction, validation and reporting. Information shall be accessible to downloading into DTSC's system; and
 - (11) Internal quality control.
- (e) Health and Safety Plan. A site-specific Health and Safety Plan shall be prepared in accordance with federal (29 CFR 1910.120) and state (Title 8 CCR Section 5192) regulations. This plan should include, at a minimum, the following elements:
- (1) Site Background/History/Workplan;
 - (2) Key Personnel and Responsibilities;
 - (3) Job Hazard Analysis/Summary;
 - (4) Employee Training;
 - (5) Personal Protection;
 - (6) Medical Surveillance;
 - (7) Air Surveillance;
 - (8) Site Control;
 - (9) Decontamination;
 - (10) Contingency Planning;
 - (11) Confined Space Operations;
 - (12) Spill Containment;
 - (13) Sanitation;
 - (14) Illumination; and
 - (15) Other applicable requirements based on the work to be performed.

DTSC's *Interim Draft Site Specific Health and Safety Plan Guidance Document for Site Assessment/Investigation, Site Mitigation Projects, Hazardous Waste Site Work Closure, Post Closure, and Operation and Maintenance Activities* (DTSC, December 2000) can be used as a reference tool.

All contractors and all subcontractors shall be given a copy of the Health and Safety Plan prior to entering the Site. Any supplemental health and safety plans prepared by any subcontractor shall also be prepared in accordance with the regulations and guidance identified above. The prime contractor will be responsible for ensuring that all subcontractor supplemental health and safety plans will follow these regulations and guidelines.

(f) Other Activities. A description of any other significant activities which are appropriate to complete the RI/FS shall be included.

(g) Schedule. A schedule which provides specific time frames and dates for completion of each activity and report conducted or submitted under the RI/FS Workplan including the schedules for removal actions and operable unit activities.

5.2.3. RI/FS Workplan Implementation. If required pursuant to this Agreement, Respondents shall implement the approved RI/FS Workplan.

5.2.4. RI/FS Workplan Revisions. If Respondents propose to modify any methods or initiates new activities for which no Field Sampling Plan, Health and Safety Plan, Quality Assurance Project Plan or other necessary procedures/plans have been established, Respondents shall prepare an addendum to the approved plan(s) for DTSC review and approval prior to modifying the method or initiating new activities.

5.3 Interim Screening and Evaluation of Remedial Technologies. If Respondents are required to comply with 5.2, above, then, at the request of DTSC, Respondents shall submit an interim document which identifies and evaluates potentially suitable remedial technologies and recommendations for treatability studies.

5.4 Treatability Studies. If Respondents are required to comply with 5.2, above, then, at the request of DTSC, treatability testing will be performed by Respondents to develop data for the detailed remedial alternatives. Treatability testing is required to demonstrate the implementability and effectiveness of technologies, unless Respondents can show DTSC that similar data or documentation or information exists. The required deliverables are: a workplan, a sampling and analysis plan, and a treatability evaluation report. To the extent practicable, treatability studies will be proposed and implemented during the latter part of Site characterization.

5.5 Remedial Investigation (RI) Report. If Respondents are required to comply with 5.2, above, then a RI Report shall be prepared and submitted by Respondents to DTSC for review and approval in accordance with the approved RI/FS workplan schedule. The purpose of the RI is to collect data necessary to adequately characterize the Site for the purposes of defining risks to public health and the environment and developing and evaluating effective remedial

alternatives. Site characterization may be conducted in one or more phases to focus sampling efforts and increase the efficiency of the investigation. Respondents shall identify the sources of contamination and define the nature, extent, and volume of the contamination. Using this information, the contaminant fate and transport shall be evaluated. The RI Report shall contain:

(a) Site Physical Characteristics. Data on the physical characteristics of the Site and surrounding area shall be collected to the extent necessary to define potential transport pathways and receptor populations and to provide sufficient engineering data for development and screening of remedial action alternatives.

(b) Sources of Contamination. Contamination sources (including heavily contaminated media) shall be defined. The data shall include the source locations, type of contaminant, waste characteristics, and Site features related to contaminant migration and human exposure.

(c) Nature and Extent of Contamination. Contaminants shall be identified and the horizontal and vertical extent of contamination shall be defined in soil, groundwater, surface water, sediment, air, and biota. Spatial and temporal trends and the fate and transport of contamination shall be evaluated.

5.6 Baseline Health and Ecological Risk Assessment. If Respondents are required to comply with 5.2, above, then Respondents shall perform health and ecological risk assessments for the Site that meet the requirements of Health and Safety Code section 25356.1.5(b). Respondents shall submit a Baseline Health and Ecological Risk Assessment Report concurrently with the submittal of the RI Report. The report shall be prepared consistent with U.S. EPA and DTSC guidance and regulations, including as a minimum: Risk Assessment Guidance for Superfund, Volume 1; Human Health Evaluation Manual, December 1989; Superfund Exposure Assessment Manual, April 1988; Risk Assessment Guidance for Superfund, Volume 2, Environmental Evaluation Manual, March 1989; Supplemental Guidance for Human Health Multimedia Risk Assessments of Hazardous Waste Sites and Permitted Facilities (DTSC, September 1993); and all other related or relevant policies, practices and guidelines of the California Environmental Protection Agency and policies, practices and guidelines developed by U.S.EPA pursuant to 40 CFR 300.400 et seq. The Baseline Health and Ecological Risk Assessment Report shall include the following components:

(a) Contaminant Identification. Characterization data shall identify contaminants of concern for the risk assessment process.

(b) Environmental Evaluation. An ecological assessment consisting of:

(1) Identification of sensitive environments and rare, threatened, or endangered species and their habitats; and

(2) As appropriate, ecological investigations to assess the actual or potential effects on the environment and/or develop remediation criteria.

(c) Exposure Assessment. The objectives of an exposure assessment are to identify actual or potential exposure pathways, to characterize the potentially exposed populations, and to determine the extent of the exposure. Exposed populations may include industrial workers, residents, and subgroups that comprise a meaningful portion of the general population, including, but not limited to, infants, children, pregnant women, the elderly, individuals with a history of serious illness, or other subpopulations, that are identifiable as being at greater risk of adverse health effects due to exposure to hazardous substances than the general population.

(d) Toxicity Assessment. Respondents shall evaluate the types of adverse health or environmental effects associated with individual and multiple chemical exposures; the relationship between magnitude of exposures and adverse effects; and related uncertainties such as the weight of evidence for a chemical's potential carcinogenicity in humans.

(e) Risk Characterization. Risk characterization shall include the potential risks of adverse health or environmental effects for each of the exposure scenarios derived in the exposure assessment.

5.7 Feasibility Study (FS) Report. If Respondents are required to comply with 5.2, above, then, at the request of DTSC, a FS Report shall be prepared and submitted by Respondents to DTSC for review and approval. The FS Report shall summarize the results of the FS including the following:

- (a) Documentation of all treatability studies conducted.
- (b) Development of medium specific or operable unit specific remedial action objectives, including legal requirements and other promulgated standards that are relevant.
- (c) Identification and screening of general response actions, remedial technologies, and process options on a medium and/or operable unit specific basis.
- (d) Evaluation of alternatives based on the criteria contained in the NCP including:

Threshold Criteria:

- (1) Overall protection of human health and the environment.
- (2) Compliance with legal requirements and other promulgated standards that are relevant.

Primary Balancing Criteria:

- (1) Long-term effectiveness and permanence.
- (2) Reduction of toxicity, mobility, or volume through treatment.

- (3) Short-term effectiveness.
- (4) Implementability based on technical and administrative feasibility.
- (5) Cost.

Modifying Criteria:

- (1) State and local agency acceptance.
- (2) Community acceptance.
- (e) Proposed remedial actions.

5.8 Public Participation Plan (Community Relations). If Respondents are required to comply with Section 5.2, above, then Respondents shall work cooperatively with DTSC in providing an opportunity for meaningful public participation in response actions. Any such public participation activities shall be conducted in accordance with Health and Safety Code sections 25356.1 and 25358.7 and DTSC's most current Public Participation Policy and Guidance Manual, and shall be subject to DTSC's review and approval.

Respondents, in coordination with DTSC, shall conduct a baseline community survey and develop a Public Participation Plan (PPP) which describes how, under this Agreement, the public and adjoining community will be kept informed of activities conducted at the Site and how Respondents will be responding to inquiries from concerned citizens. Major steps in developing a PPP are as follows:

- (a) Develop proposed list of interviewees;
- (b) Schedule and conduct community interviews; and
- (c) Analyze interview notes, and develop objectives.

Respondents shall implement any of the public participation support activities identified in the PPP, at the request of DTSC. DTSC retains the right to implement any of these activities independently. These activities include, but are not limited to, development and distribution of fact sheets; public meeting preparations; and development and placement of public notices.

5.9 Remedial Action Plan (RAP). If Respondents are required to comply with 5.2, above, Respondents shall prepare and submit to DTSC a draft RAP as appropriate. The draft RAP shall be consistent with the NCP and Health and Safety Code section 25356.1. The draft RAP public review process may be combined with that of any other documents required by CEQA. The draft RAP shall be based on and summarize the approved RI/FS Reports, and shall clearly set forth:

- (a) Health and safety risks posed by the conditions at the Site.
- (b) The effect of contamination or pollution levels upon present, future, and probable beneficial uses of contaminated, polluted, or threatened resources.
- (c) The effect of alternative remedial action measures on the reasonable availability of groundwater resources for present, future, and probable beneficial uses.
- (d) Site specific characteristics, including the potential for offsite migration of hazardous substances, the surface or subsurface soil, and the hydro geologic conditions, as well as preexisting background contamination levels.
- (e) Cost-effectiveness of alternative remedial action measures. Land disposal shall not be deemed the most cost-effective measure merely on the basis of lower short-term cost.
- (f) The potential environmental impacts of alternative remedial action measures, including, but not limited to, land disposal of the untreated hazardous substances as opposed to treatment of the hazardous substances to remove or reduce their volume, toxicity, or mobility prior to disposal.
- (g) A statement of reasons setting forth the basis for the removal and remedial actions selected. The statement shall include an evaluation of each proposed alternative submitted and evaluate the consistency of the removal and remedial actions proposed by the plan with the NCP.
- (h) A schedule for implementation of all proposed removal and remedial actions.

In conjunction with DTSC, Respondents shall implement the public review process specified in DTSC's Public Participation Policy and Guidance Manual. DTSC will prepare a response to the public comments received. If required, the Respondents shall submit within two (2) weeks of the request the information necessary for DTSC to prepare this document.

Following DTSC's finalization of the Responsiveness Summary, DTSC will specify any changes to be made in the RAP. Respondents shall modify the document in accordance with DTSC's specifications and submit a final RAP as directed by DTSC.

5.10 Remedial Design (RD). If Respondents are required to comply with 5.2, above, then Respondents shall submit to DTSC for review and approval a RD describing in detail the technical and operational plans for implementation of the final RAP which includes the following elements, as applicable:

- (a) Design criteria, process unit and pipe sizing calculations, process diagrams, and final plans and specifications for facilities to be constructed.
- (b) Description of equipment used to excavate, handle, and transport contaminated material.

(c) A field sampling and laboratory analysis plan addressing sampling during implementation and to confirm achievement of the performance objectives of the RAP.

(d) A transportation plan identifying routes of travel and final destination of wastes generated and disposed.

(e) For groundwater extraction systems: aquifer test results, capture zone calculations, specifications for extraction and performance monitoring wells, and a plan to demonstrate that capture is achieved.

(f) An updated health and safety plan addressing the implementation activities.

(g) Identification of any necessary permits and agreements.

(h) An operation and maintenance plan including any required monitoring.

(i) A detailed schedule for implementation of the remedial action consistent with the schedule contained in the approved RAP including procurement, mobilization, construction phasing, sampling, facility startup, and testing.

(j) A community air monitoring plan.

5.11 Removal Action and Removal Action Workplan. Respondents shall undertake removal actions if, DTSC determines that they are necessary to mitigate the release of hazardous substances at or emanating from the Site. DTSC may require Respondents to submit a Removal Action Workplan (RAW) that includes a schedule for implementing the workplan for DTSC's approval. Either DTSC or Respondents may identify the need for removal actions. If a RAW is required, it shall be prepared in accordance with Health and Safety Code sections 25323.1 and 25356.1. The RAW will include:

- (a) A description of the onsite contamination;
- (b) The goals to be achieved by the removal action;
- (c) 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;
- (d) Administrative record list;
- (e) A description of the techniques and methods to be used in the removal action, including any excavating, storing, handling, transporting, treating, and disposing of material on or off the Site;

- (d) Sampling and Analysis Plan with corresponding Quality Assurance Plan to confirm the effectiveness of the RAW, if applicable;
- (g) A brief overall description of 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.

In conjunction with DTSC, Respondents shall implement the public review process specified in DTSC's Public Participation Policy and Guidance Manual. DTSC will prepare a response to the public comments received. If required, the Respondents shall submit within 10 days of the request the information necessary for DTSC to prepare this document.

Following DTSC's finalization of the Responsiveness Summary, DTSC will specify any changes to be made in the RAW. Respondents shall modify the document in accordance with DTSC's specifications and submit a final RAW within 15 days of receipt of DTSC's comments.

If the proposed removal action does not meet the requirements of Health and Safety Code section 25356.1(h), the Respondents will prepare a Remedial Action Plan (RAP) in accordance with Health and Safety Code section 25356.1(c) for DTSC review and approval.

5.12 Implementation of Final RAP or Final RAW. Upon DTSC approval of the RD or RAW, Respondents shall implement the final RAP or final RAW in accordance with the approved schedule in the RD or final RAW. Within 30 days of completion of field activities, Respondents shall submit an Implementation Report documenting the implementation of the final RAP and RD or final RAW.

5.13 Land Use Covenant. If the approved remedy in the final RAP or final RAW includes deed restrictions or land use restrictions, pursuant to California Code of Regulations, title 22, section 67391.1, the current owner(s) of the Site shall sign and record the deed restrictions or land use restrictions approved by DTSC within 90 days of DTSC's approval of the final RAP or final RAW.

5.14 Operation and Maintenance (O&M). Respondents shall comply with all O&M requirements in accordance with the final RAP and approved RD or final RAW. Within 30 days of the date of DTSC's request, Respondents shall prepare and submit to DTSC, for approval, an O&M Plan that includes an implementation schedule. Respondents shall implement the O&M Plan in accordance with the approved schedule. Respondents shall enter into an O&M Agreement, including financial assurance pursuant to California Health and Safety Code section 25355.2, with DTSC within (30) days of the date of DTSC's request.

5.15 Five-Year Review. If Respondents complete a remedial action, then Respondents shall review and reevaluate the remedial action after a period of five years from the completion of construction and startup, and every five year(s) thereafter, as appropriate. The review and reevaluation shall be conducted to determine if human health and the environment are being protected by the remedial action. Within thirty (30) days before the end of the time period approved by DTSC to review and reevaluate the remedial action, Respondents shall submit a

remedial action review workplan to DTSC for review and approval. Within sixty (60) days of DTSC's approval of the workplan, Respondents shall implement the workplan and shall submit a comprehensive report of the results of the remedial action review. The report shall describe the results of all sample analyses, tests and other data generated or received by Respondents and evaluate the adequacy of the implemented remedy in protecting public health, safety and the environment. As a result of any review performed under this Section, Respondents may be required to perform additional work or to modify work previously performed.

5.16 Changes During Implementation of the Final RAP or Final RAW. During the implementation of the final RAP and RD or final RAW, if such are required, DTSC may specify such additions, modifications, and revisions to the final RAP or RD or final RAW as DTSC deems necessary to protect public health and safety or the environment or to implement the final RAP or RD or final RAW.

5.17 California Environmental Quality Act (CEQA). DTSC must comply with CEQA insofar as activities required by this Agreement are projects requiring CEQA compliance. Upon DTSC request, Respondents shall submit any information deemed necessary by DTSC to facilitate compliance with CEQA. The costs incurred by DTSC in complying with CEQA are response costs and Respondents shall reimburse DTSC for such costs pursuant to Section 6.19, below.

5.18 Stop Work Order. In the event that DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or to the environment, DTSC may order Respondents to stop further implementation of this Agreement for such period of time needed to abate the endangerment. In the event that DTSC determines that any Site activities (whether or not pursued in compliance with this Agreement) are proceeding without DTSC authorization, DTSC may order Respondents to stop further implementation of this Agreement or activity for such period of time needed to obtain DTSC authorization, if such authorization is appropriate. Any deadline in this Agreement directly affected by a Stop Work Order, under this Section, shall be extended for the term of the Stop Work Order.

5.19 Emergency Response Action/Notification. In the event of any action or occurrence (such as a fire, earthquake, explosion, or human exposure to hazardous substances caused by the release or threatened release of a hazardous substance) during the course of this Agreement, Respondents shall immediately take all appropriate action to prevent, abate, or minimize such emergency, release, or immediate threat of release and shall immediately notify the Project Manager. Respondents shall take such action in consultation with the Project Manager and in accordance with all applicable provisions of this Agreement. Within seven days of the onset of such an event, Respondents shall furnish a report to DTSC, signed by Respondents' Project Coordinator, setting forth the events which occurred and the measures taken in the response thereto. In the event that Respondents fail to take appropriate response and DTSC takes the action instead, Respondents shall be liable to DTSC for all costs of the response action. Nothing in this Section shall be deemed to limit any other notification requirement to which Respondents may be subject.

5.20 Discontinuation of Remedial Technology. Any remedial technology employed in implementation of the final RAP or final RAW shall be left in place and operated by Respondents until and except to the extent that DTSC authorizes Respondents in writing to discontinue, move or modify some or all of the remedial technology because Respondents has met the criteria specified in the final RAP or final RAW for its discontinuance, or because the modifications would better achieve the goals of the final RAP or final RAW.

5.21 Financial Assurance. If O&M is required pursuant to Section 5.14, above, then Respondents shall demonstrate to DTSC and maintain financial assurance for O&M activities. Respondents shall demonstrate financial assurance prior to the time that O&M activities are initiated and shall maintain it throughout the period of time necessary to complete all required O&M activities. The financial assurance mechanisms shall meet the requirements of Health and Safety Code section 25355.2. All financial assurance mechanisms are subject to the review and approval of DTSC.

5.22 Fence and Post Order. When DTSC determines that no further action is needed pursuant to any section of this Agreement, DTSC shall authorize the removal of any and all fencing, warning signage, etc., required by DTSC's Fence and Post Order dated August 1, 2016 for the Site.

VI. GENERAL PROVISIONS

6.1 Project Coordinator. Within 10 days of the Initial Scoping Meeting identified in Section 5.1.2, above, if it is determined to be necessary at that meeting, Respondents shall submit to DTSC in writing the name, address, and telephone number of a Project Coordinator whose responsibilities will be to receive all notices, comments, approvals, and other communications from DTSC. The Project Coordinator must have sufficient technical expertise to coordinate the Work and may not be an attorney representing any Respondent. Respondents shall promptly notify DTSC of any change in the identity of the Project Coordinator. Respondents shall obtain approval from DTSC before the new Project Coordinator performs any work under this Agreement.

6.1.1. Communication and Coordination Plan (CCP). If determined to be necessary following the Initial Scoping Meeting identified in Section 5.1.2, above, within ten (10) days of DTSC's determination following the Initial Scoping Meeting, Respondents shall submit to DTSC for approval a CCP that specifies the requirements and procedures by which Respondents will communicate and coordinate with one another in carrying out the requirements of this Agreement.

6.2 Project Engineer/Geologist. Any work performed pursuant to this Agreement shall be under the direction and supervision of a qualified professional engineer or a registered geologist in the State of California, with expertise in hazardous substance site cleanups. Within 15 days of the Initial Scoping Meeting identified in Section 5.1.2, above, if it is determined that any further work is required, Respondents must submit: a) The name and address of the project engineer or geologist chosen by Respondents; and b) in order to demonstrate expertise in hazardous substance cleanup, the resumé of the engineer or geologist, and the statement of qualifications of the consulting firm responsible for the work. Respondents shall promptly notify

DTSC of any change in the identity of the Project Engineer/Geologist. Respondents shall obtain approval from DTSC before the new Project Engineer/Geologist performs any work under this Agreement.

6.3 Monthly Summary Reports. Within 30 days of the Initial Scoping Meeting identified in Section 5.1.2, above, if it is determined that any further action is required pursuant to this Agreement, and on a monthly basis thereafter, Respondents shall submit a Monthly Summary Report of their activities under the provisions of this Agreement. The report shall be received by DTSC by the 15th day of each month and shall describe:

- (a) Specific actions taken by or on behalf of Respondents during the previous calendar month;
- (b) Actions expected to be undertaken during the current calendar month;
- (c) All planned activities for the next month;
- (d) Any requirements under this Agreement that were not completed;
- (e) Any problems or anticipated problems in complying with this Agreement; and
- (f) All results of sample analyses, tests, and other data generated under this Agreement during the previous calendar month, and any significant findings from these data.

6.4 Quality Assurance/Quality Control (QA/QC). All sampling and analysis conducted by Respondents under this Agreement shall be performed in accordance with QA/QC procedures submitted by Respondents and approved by DTSC pursuant to this Agreement.

6.5 Submittals. Respondents shall send two copies of all submittals and notifications required by this Agreement to:

Mr. Peter A. Garcia, Chief
Brownfields Restoration and School Evaluation Branch
Attention: Ms. Triss M. Chesney, Project Manager
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

6.6 Communications. All approvals and decisions of DTSC made regarding submittals and notifications will be communicated to Respondents in writing by the Site Mitigation Branch Chief, DTSC, or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by Respondents shall be construed to relieve Respondents of the obligation to obtain such formal approvals as may be required.

6.7 DTSC Review and Approval.

- (a) All response actions taken pursuant to this Agreement shall be subject to the approval of DTSC. Respondents shall submit all deliverables required by this Agreement to DTSC. Once approved by DTSC, the deliverables shall be deemed incorporated into, and where applicable, enforceable under this Agreement.

(b) 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:

(1) Modify the document as deemed necessary and approve the document as modified; or

(2) Return comments to Respondents with recommended changes and a date by which Respondents must submit to DTSC a revised document incorporating the recommended changes.

(c) Any modifications, comments or other directives issued pursuant to (b) above, are incorporated into this Agreement. Any noncompliance with these modifications or directives shall be deemed a failure or refusal to comply with this Agreement.

6.8 Compliance with Applicable Laws. Nothing in this Agreement shall relieve Respondents from complying with all other applicable laws and regulations, including but not limited to compliance with all applicable waste discharge requirements issued by the State Water Resources Control Board or a California Regional Water Quality Control Board. Respondents shall conform all actions required by this Agreement with all applicable federal, state and local laws and regulations.

6.9 Respondents' Liabilities. Nothing in this Agreement shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current or future operations of Respondents. Nothing in this Agreement is intended or shall be construed to limit the rights of any of the Parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site. Nothing in this Agreement is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law to protect public health or safety or the environment and recovering the cost thereof. Notwithstanding compliance with the terms of this Agreement, Respondents may be required to take further actions as are necessary to protect public health and the environment.

6.10 Site Access. Access to the Site and laboratories used for analyses of samples under this Agreement shall be provided at all reasonable times to employees, contractors, and consultants of DTSC. Nothing in this Section 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. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to this Site; reviewing the progress of Respondents in carrying out the terms of this Agreement; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by Respondents.

To the extent the Site or any other property to which access is required for the implementation of this Agreement is owned or controlled by persons other than Respondents, Respondents shall use best efforts to secure from such persons access for Respondents, as well as DTSC, its representatives, and contractors, as necessary to effectuate this Agreement. To the

extent that any portion of the Site is controlled by tenants of Respondents, Respondents shall use best efforts to secure from such tenants, access for Respondents, as well as for DTSC, its representatives, and contractors, as necessary to effectuate this Agreement. For purposes of this Section, "best efforts" includes the payment of reasonable sums of money in consideration of access. If any access required to complete the Work is not obtained within forty-five (45) days of the Effective Date of this Agreement, or within forty-five (45) days of the date DTSC notifies Respondents in writing that additional access beyond that previously secured is necessary, Respondents shall promptly notify DTSC, and shall include in that notification a summary of the steps Respondents has taken to attempt to obtain access. DTSC may, as it deems appropriate, assist Respondents in obtaining access. Respondents shall reimburse DTSC in obtaining access, including, but not limited to, attorney's fees and the amount of just compensation.

6.11 Site Access for Respondents. Respondents shall grant access to other Respondents who are in compliance with this Agreement for the purpose of conducting activities pursuant to this Agreement or for activities deemed necessary by DTSC to meet the objectives of this Agreement.

6.12 Sampling, Data and Document Availability. Respondents shall permit DTSC and its authorized representatives to inspect and copy all sampling, testing, monitoring or other data generated by Respondents or on Respondents behalf in any way pertaining to work undertaken pursuant to this Agreement. Respondents shall submit all such data upon the request of DTSC. Copies shall be provided within 7 days of the sampling, testing, monitoring, or data collection event. Respondents shall inform DTSC at least 7 days in advance of all field sampling under this Agreement, and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by Respondents pursuant to this Agreement. Respondents shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Agreement.

6.13 Record Retention. All such data, reports and other documents shall be preserved by Respondents for a minimum of ten years after the conclusion of all activities under this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, Respondents shall either comply with that request or deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. Respondents shall notify DTSC in writing, at least six months prior to destroying any documents prepared pursuant to this Agreement.

6.14 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 Respondents, or related parties specified in Section 6.26, above, in carrying out activities pursuant to this Agreement, nor shall the State of California be held as party to any contract entered into by Respondents or their respective agents in carrying out activities pursuant to this Agreement.

6.15 Additional Actions. By issuance of this Agreement, DTSC does not waive the right to take any further actions authorized by law.

6.16 No Third Party Beneficiaries and Parties' Reservation of Rights. Nothing herein shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. Respondents, and each of them, expressly reserve any and all rights, defenses,

claims, demands, and causes of action each of them may have with respect to any matter, transaction, or occurrence relating in any way to the Site or the matters herein against any person not a Party hereto, including, without limitation, the right to seek to add such person as a Respondent to this Agreement.

6.17 Extension Requests. If Respondents is unable to perform any activity or submit any document within the time required under this Agreement, Respondents may, prior to expiration of the time, request an extension of the time in writing. The extension request shall include a justification for the delay. All such requests shall be in advance of the date on which the activity or document is due.

6.18 Extension Approvals. If DTSC determines that good cause exists for an extension, it will grant the request and specify a new schedule in writing. Respondents shall comply with the new schedule incorporated in this Agreement.

6.19 Liability for Costs. Each Respondent is liable under Health and Safety Code section 25187.2 for DTSC's costs that have been incurred in taking response actions at the Site (including costs of overseeing response actions performed by Respondents) and costs to be incurred in the future.

6.20 Payment of Costs.

- (a) DTSC will bill PVPUSD, and PVPUSD agrees to reimburse DTSC, for Cleanup Program's costs incurred on or after August 23, 2016 with respect to the August 1 Fence and Post Order.
- (b) DTSC will bill Respondents, and Respondents agree to reimburse DTSC, for costs incurred in taking response actions at the Site pursuant to this Agreement, as well as costs incurred in the development, negotiation, and finalization of this Agreement. DTSC will bill Respondents quarterly for its response costs incurred after the Effective Date of this Agreement.
- (c) For any invoice issued by DTSC, Respondents shall pay DTSC within sixty (60) days of the date of the invoice. Any billing not paid within sixty (60) days is subject to interest calculated from the date of the billing pursuant to Health and Safety Code section 25360.1. Information regarding acceptable methods of payment is available at: <https://dtsc.ca.gov/ContactDTSC/Payments.cfm>. Payments made via check or money order must: (1) be payable to the "Department of Toxic Substances Control; (2) include a copy of the invoice or remittance advice; (3) identifying the project, facility, invoice number, Site Code or Project Code, or other reference to ensure the payment is accurately applied; and (4) mailed to:

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

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A photocopy of the check or money order shall also be sent to the person designated by DTSC to receive submittals under this Agreement.

6.21 DTSC's Reservation of Rights. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies under applicable laws to protect public health or the environment. By entering into this Agreement, DTSC does not waive the right to take further enforcement actions for violations of law, whether or not those violations were identified in this Agreement. DTSC also reserves the right to seek costs or assess civil penalties against PVPUSD pursuant to Health and Safety Code section 25359.5(d), related to PVPUSD's failure to comply with the Fence and Post Order issued by DTSC on August 1, 2016 incurred before August 23, 2016. Should further enforcement be needed with respect to the Fence and Post Order after the effective date of this Agreement, DTSC also reserves the right to seek costs associated with the further enforcement of the Fence and Post Order.

6.22 Severability. The requirements of this Agreement are severable and Respondents shall comply with each and every provision hereof, notwithstanding the effectiveness of any other provision.

6.23 Incorporation of Plans, Schedules and Reports. All plans, schedules, reports, specifications and other documents that are submitted by Respondents pursuant to this Agreement are incorporated in this Agreement upon DTSC's approval or as modified pursuant to Section 6.7, above, and shall be implemented by Respondents. Any noncompliance with the documents incorporated in this Agreement shall be deemed a failure or refusal to comply with this Agreement.

6.24 Modifications. DTSC reserves the right to unilaterally modify this Agreement. Any modification to this Agreement shall be effective upon the date the modification is signed by DTSC and shall be deemed incorporated in this Agreement.

6.25 Time Periods. Unless otherwise specified, time periods begin of the Effective Date of this Agreement and "days" means calendar days.

6.26 Termination and Satisfaction. Respondents obligations under this Agreement shall terminate and be deemed satisfied upon written notice from DTSC that Respondents have complied with all terms of this Agreement.

6.27 Calendar of Tasks and Schedules. This Section is merely for the convenience of listing in one location the submittals required by this Agreement. If there is a conflict between the date for a scheduled submittal within this Section and the date within the Section describing the specific requirement, the latter shall govern.

Calendar of Tasks and Schedules

TASK	SCHEDULE
1. Submittal of Existing Data and Prior Site Remediation Reports (Section 5.1.1)	Within 10 days of the Effective Date of this Agreement

TASK	SCHEDULE
2. Identify Project Coordinator (Section 6.1)	Within 10 days of the Initial Scoping Meeting, if necessary
3. Initial Scoping Meeting. (Section 5.1.2)	Within 20 days of the Effective Date of this Agreement
4. Identify PEA Consultant (Section 5.1.3)	Within 10 days of the Initial Scoping Meeting, if required by DTSC
5. Conduct Preliminary Environmental Assessment (PEA) (Section 5.1.3)	Within 30 days of the Initial Scoping Meeting, if required by DTSC
Submit PEA Workplan for Review and Approval	As required by DTSC
Submit PEA Report for Review and Approval	As required by DTSC
6. Site Remediation Strategy Meeting (Section 5.1.4)	Within 20 days of DTSC's of the PEA Report
7. Submit Communication and Coordination Plan (CCP) (Section 6.1.1)	As required by DTSC
8. Identify Project Engineer/Geologist (Section 6.2)	As required by DTSC
9. Submit Monthly Summary Reports (Section 6.3)	As required by DTSC
10. Submit RI/FS Workplan (Section 5.2.2)	As required by DTSC
11. Submit Interim Screening and Evaluation of Remedial Technologies Document (Section 5.3)	As required by DTSC
12. Submit Treatability Studies (Section 5.4)	As required by DTSC
13. Submit RI Report (Section 5.5)	As required by DTSC
14. Submit Baseline Risk Assessment (Section 5.6)	As required by DTSC
15. Submit FS Report (Section 5.7)	As required by DTSC
16. Submit Public Participation Plan (Section 5.8)	As required by DTSC
17. Submit and Distribute Fact Sheets	As required by DTSC
18. Submit Information Needed for DTSC to Comply with CEQA (Section 5.17)	As required by DTSC
19. Submit Draft RAW or Draft RAP (Section 5.9 or 5.11)	As required by DTSC
20. Submit Information Needed to Prepare Responsiveness Summary	As required by DTSC
21. Submit Final RAW or RAP	As required by DTSC

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TASK	SCHEDULE
22. Submit Remedial Design (Section 5.10)	As required by DTSC
23. Land Use Covenant (Section 5.12)	As required by DTSC
24. Submit Implementation Report (Section 5.13)	As required by DTSC
25. Operation and Maintenance (O&M) (Section 5.14)	
Submit O&M Plan	As required by DTSC
Sign O&M Agreement	As required by DTSC
26. Five-Year Review (Section 5.15)	
Submit Remedial Action Review WorkPlan	As required by DTSC
Submit Five-Year Review Report	As required by DTSC
27. Emergency Response Action/Notification (Section 5.19)	
Take all appropriate action to prevent, abate, or minimize such emergency, release or immediate threat of release	Immediately
Notify DTSC Project Manager of emergency response action	Immediately
Submit Emergency Response Action Report	Within 7 days of onset of an emergency event
28. Provide copies of sampling, data, and documentation (Section 6.12)	Within 7 days of sampling, testing, monitoring, or data collection event
29. Provide prior notice before conducting field sampling	Inform DTSC 7 days in advance of sampling
30. Maintain central depository of data, reports, and documentation	Maintain central depository for a minimum of ten years after conclusion of all activities conducted pursuant to this Agreement
31. Provide written notice to DTSC before destroying any documentation prepared pursuant to this Agreement (Section 6.13)	At least six months prior to destroying any documents

6.28 Parties Bound. This Agreement applies to and is binding upon Respondents, and each of their respective officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors, and assignees, including but not limited to, individuals, partners, and subsidiary and parent corporations. Respondent shall provide a copy of this Agreement to all

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contractors, subcontractors, laboratories, and consultants that are retained to conduct any work performed under this Agreement, within 15 days of the Effective Date of this Agreement or the date of retaining their services, whichever is later. Respondents shall condition any such contracts upon satisfactory compliance with this Agreement. Notwithstanding the terms of any contract, Respondents are each responsible for compliance with this Agreement and for ensuring that each of their respective subsidiaries, employees, contractors, consultants, subcontractors, agents and attorneys comply with this Agreement.

6.29 Change in Ownership. No change in ownership or corporate or partnership status relating to the Site shall in any way alter Respondents' responsibilities under this Agreement. No conveyance of title, easement, or other interest in the Site, or a portion of the Site, shall affect Respondents' obligations under this Agreement. Unless DTSC agrees that such obligations may be transferred to a third party, each Respondent shall be responsible for and liable for any failure to carry out all activities required of Respondents by the terms and conditions of this Agreement, regardless of Respondents' use of employees, agents, contractors, or consultants to perform any such tasks. Respondents shall provide a copy of this Order to any subsequent owners or successors before ownership rights or stock or assets in a corporate acquisition are transferred.

6.30 Dispute Resolution. The Parties agree to use their best efforts to resolve all disputes informally. The Parties agree that the procedures contained in this Section are the required administrative procedures for resolving disputes arising under this Agreement. If Respondents fail to follow the procedures contained in this Section, they shall have waived their right to further contest the disputed issue. Respondents reserve their legal rights to contest or defend against any final decision rendered by DTSC under this Section. Disputes regarding DTSC invoices shall follow the procedures set forth in Section 6.30.3, below.

6.30.1. Respondents shall first seek resolution with DTSC's assigned project manager and unit chief. If the issue is not resolved after review by the unit chief, Respondents shall seek resolution with the DTSC branch chief by presenting in a letter the issues in dispute, the legal or other basis for Respondents' position, and the remedy sought. The branch chief shall issue a written decision with an explanation for the decision within thirty (30) business days after receipt of the letter from Respondents.

6.30.2. If Respondents disagrees with the branch chief's decision, Respondents may appeal to the Statewide Cleanup Operations Division Chief. To appeal to the division chief, Respondents must prepare a letter stating the reasons why the branch chief's decision is not acceptable. Attached to the letter shall be (a) Respondents' original statement of dispute, (2) supporting documents, and (3) copies of any responses prepared by the project manager, unit chief, and branch chief. This letter and attachments shall be sent to the division chief within ten (10) business days from the date of Respondents' receipt of the branch chief's response. The division chief or designee shall review Respondents' letter and supporting documents, consider the issues raised and render a written decision to Respondents within thirty (30) business days of receipt of Respondents' letter. The decision of the division chief, or designee, shall constitute DTSC's administrative decision on the issues in dispute.

6.30.3. If Respondents dispute a DTSC invoice, or any part thereof, Respondents shall notify DTSC's assigned project manager and attempt to informally resolve the dispute with DTSC's project manager and branch chief. If Respondents desire to formally request dispute resolution with regard to an invoice, Respondents may file a formal invoice dispute in writing within 45 days of the date of the billing in dispute pursuant to DTSC's Cost Recovery and Reimbursement Policy, a copy of which is enclosed with every invoice. All formal invoice disputes must be addressed to:

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

A copy of the formal invoice dispute notice must also be sent to the project manager at the address identified at the end of the billing letter included in the invoice package.

The formal invoice dispute notice must include the name of the Site, Site Code, invoice number, invoice date, charges contested, DSTC employee name associated with the contested charges, and the amount disputed. The formal invoice dispute notice must also 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 submitted in accordance with DTSC's Cost Recovery and Reimbursement Policy, DTSC will waive the imposition of late-payment interest charges until resolution of the dispute.

If the formal invoice dispute pertains only to a portion of the costs included in the invoice, Respondents shall pay all undisputed costs in accordance with Section 6.19, above. The filing of a formal invoice dispute will not stay the imposition of late-payment interest charges on undisputed costs.

Unless otherwise agreed to in writing by DTSC, the existence of a dispute shall not excuse, stay, or suspend any other compliance obligation or deadline required pursuant to this Agreement.

VII. EFFECTIVE DATE

7.1 The "Effective Date" of this Agreement shall be the date on which this Agreement is signed by all Parties.

VIII. PENALTIES FOR NONCOMPLIANCE

8.1 Each Respondent may be liable for penalties of up to \$25,000 for each day out of compliance with any term or condition set forth in this Agreement and for punitive damages up to three times the amount of any costs incurred by DTSC as a result of the Respondent's failure to comply, pursuant to Health and Safety Code sections 25359, 25359.2, 25359.4, and 25367(c). Health and Safety Code section 25359.4.5. provides that a responsible party who complies with this Agreement, or with another order or agreement concerning the same response actions

required by this Agreement, may seek treble damages from any respondent who fails or refuses to comply with this Agreement without sufficient cause.

IX. SIGNATORIES

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

9.2 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.

IT IS HEREBY AGREED:

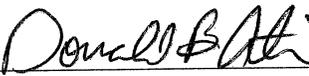
**CALIFORNIA DEPARTMENT OF
TOXICSUBSTANCES CONTROL**

DATED: 10-14-16

By: 
Peter Garcia, Branch Chief
Brownfields and Environmental Restoration Program

**PALOS VERDES PENINSULA UNIFIED SCHOOL
DISTRICT**

DATED: 10-4-16

By: 
Name
Title

**PALOS VERDES AMERICAN YOUTH SOCCER
ASSOCIATION**

DATED: _____

By: _____
Name
Title

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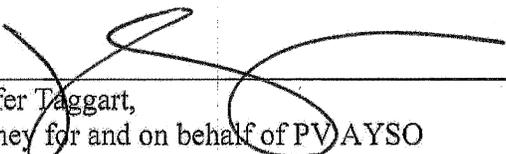
**PALOS VERDES PENINSULA UNIFIED SCHOOL
DISTRICT**

DATED: _____

By: _____
Name
Title

**PALOS VERDES AMERICAN YOUTH SOCCER
ASSOCIATION**

DATED: 10/4/16

By: 
Jennifer Taggart,
Attorney for and on behalf of PVAYSO

cc: Site Mitigation Program
Headquarters, Planning & Policy
Office of Legal Counsel