

*Prototype*

ENVIRONMENTAL OVERSIGHT  
AGREEMENT

A Partnership Between:

**DTSC**

A Department of the  
California Environmental Protection Agency

**California  
Redevelopment  
Association**

April 2004

# Redevelopment Agency Environmental Oversight Agreement

## Notes to the Reader:

The Department of Toxic Substances Control (DTSC) and the California Redevelopment Association (CRA) have jointly developed the attached Prototype Environmental Oversight Agreement (EOA) to facilitate the environmental assessment, cleanup and re-use of brownfields sites by Redevelopment Agencies (RDAs) throughout California. Unlike DTSC's typical Voluntary Cleanup Agreement under Chapter 6.8 of the Health & Safety Code, DTSC can provide RDAs with technical assistance and consultation and supervise site cleanups without the RDA being designated as a "responsible party". The Prototype EOA is now available for use by individual RDAs and DTSC regional offices and can be modified to meet the specific objectives of the RDA and address the unique requirements of the site or the RDA's project area. The EOA is also designed to facilitate remedial actions taken by an RDA exercising its authority under the Polanco Redevelopment Act set forth in Health & Safety Code §§ 33459-33459.8 (Polanco Act).

The EOA can be used in two distinct ways: First, it can be used to structure technical consultation services on individual properties or groups of properties where the RDA simply wants the professional advice and counsel of DTSC in evaluating site cleanup issues and potential future regulatory review and processing steps (See Exhibit C). Second, the EOA can be used obtain DTSC remediation oversight services through the site characterization, remedy selection, and cleanup process, leading to a closure letter for the site or property (See Exhibit D).

The intent of the EOA is to establish a collaborative process between DTSC and RDAs to facilitate timely and cost-efficient environmental site investigations and cleanups of brownfields sites, while at the same time ensuring that such efforts fully protect public health and the environment and appropriately address community and other concerns. The EOA may be used for one development project, or for a series of development projects. Although the EOA will have a number of attachments, such as a map of the project area (Exhibit A), descriptions of the properties covered by the EOA (Exhibit B), and a resolution from the RDA's board authorizing the agreement (Exhibit G), the EOA itself has five basic parts:

- The first section of the EOA is the form agreement containing the basic business provisions, including payment terms.
- The second basic section is the Scope of Work. A RDA has the option of just obtaining technical consultation services on individual properties or groups of properties where the RDA simply wants the professional advice and counsel of DTSC in evaluating site cleanup issues and potential future regulatory review and processing steps (See Exhibit C).
- If the RDA needs DTSC assistance beyond technical consultation, Exhibit D sets forth a framework, comprised of different "Tasks", that can be used and customized to coordinate DTSC remediation oversight services from initial assessment through the site characterization, remedy selection, and cleanup processes, ultimately leading to a closure letter for a property or group of properties. The Tasks described in this Scope of Work are not intended to be mandatory requirements applicable to every case. The RDA and DTSC will determine the applicability of each Task before it is included in the Scope of Work. Tasks may be substantially modified both at the time the EOA is negotiated and during the implementation of the tasks, based upon the information gathered by the parties during that process.

- The next basic part of the EOA is the schedule and cost estimates for each included property or group of properties (See Exhibit E).
- The last part of each EOA will be DTSC's standard provisions. (See Exhibit F).

DTSC is fully committed to taking a flexible approach with RDAs in the drafting and implementation of the EOA, as well as the characterization and remediation of each property or group of properties subject to an EOA and to ensuring that its Project Managers put this approach into practice.

For further information concerning the use of the EOA please contact:

<p style="text-align: center;"><b><u>For the California Redevelopment Association:</u></b></p> <p><b>Steve Andrews</b>, Chief of Strategic Planning, Los Angeles Community Redevelopment Agency  (213) 977-1728 sandrews@cra.lacity.org</p> <p><b>Ignacio Dayrit</b>, Project Manager, City of Emeryville  510 596-4350 idayrit@ci.emeryville.ca.us</p> <p><b>Kitty Walker</b>, Principal Economic Development Analyst, City of Stockton  209 937-8811 kitty.walker@ci.stockton.ca.us</p> <p><b>Ken LaConde</b>, Senior Vice President, SCS Engineers  562 426-9544 klaconde@scseng.com</p> <p><b>John Harris</b>, Partner, Richards, Watson &amp; Gershon  213 626-8484 jharris@rwglaw.com</p> <p><b>Robert Doty</b>, Partner, Cox, Castle &amp; Nicholson, LLP  415 392-4200 rdoty@coxcastle.com</p> <p><b>Richard Opper</b>, Partner, Opper &amp; Varco, LLP  619 231-5858 ropper@envirolawyer.com</p>	<p style="text-align: center;"><b><u>For DTSC:</u></b></p> <p><b>Steven Becker</b>, Sacramento Office (916) 255-3586, bsteven@dtsc.ca.gov</p> <p><b>Kevin Shaddy</b>, Clovis Office (559) 297-3929 kshaddy@dtsc.ca.gov</p> <p><b>Lynn Nakashima</b>, Berkeley Office (510) 540-3839 <a href="mailto:lnakashi@dtsc.ca.gov">lnakashi@dtsc.ca.gov</a></p> <p><b>Janet Naito</b>, Berkeley Office (510) 540-3833 <a href="mailto:jnaito@dtsc.ca.gov">jnaito@dtsc.ca.gov</a></p> <p><b>Tina Diaz</b>, Glendale &amp; Cypress Offices (818) 551-2862 mdiaz2@dtsc.ca.gov</p>
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**Environmental Oversight Agreement**  
**For the City of [Name of City or Agency] Redevelopment Agency**  
**Contract No. \_\_\_\_\_**

1. INTRODUCTION

This Environmental Oversight Agreement (Oversight Agreement) is made between the Redevelopment Agency of the City of **[Name of City]** (Agency) and the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC). The Parties intend by this Oversight Agreement to establish a mutually beneficial working relationship and to cooperatively address Brownfields properties in the City of **[Name of City]**. The Agency and DTSC both share the mission to revitalize and reuse Brownfields properties to address known or perceived environmental contamination in order to provide significant benefits to the economy and health of surrounding communities. DTSC is committed to working in partnership with communities to restore contaminated properties to productive use, while ensuring that cleanups are protective of public health and the environment. The Agency intends to alleviate the causes and effects of blight through the construction of infrastructure improvements, improvement or construction of public facilities and public uses, promoting improvements in commercial, industrial and residential areas, removing or alleviating the negative effects of hazardous substances and improving, increasing and preserving the community's housing stock.

The Oversight Agreement outlines two different scopes of work and broad approaches for DTSC to provide technical consultation, site investigation and remediation activity support. The intent of the Oversight Agreement is to establish a collaborative process that (1) provides a flexible process based upon the Redevelopment Agency's needs for the project; (2) ensures the investigation and cleanup are conducted in an environmentally sound manner; (3) requires a cleanup that results in a property that is safe for redevelopment; and (4) can provide liability relief for redevelopment agencies that complete the site characterization and cleanup process. Under this Program, DTSC can also provide consultative services to an Agency.

The Agency will select the specific Scope of Work that it believes addresses its particular needs depending on whether the Agency is seeking (1) technical consultation **only** from DTSC (**Exhibit C**), or (2) DTSC assistance and response and remediation oversight in cases where the Agency intends to proceed under the Polanco Act *or other applicable laws as determined appropriate by DTSC (Exhibit D)*.

Under this Oversight Agreement, the Agency may request (and pay for) services without any commitment to move forward with a project or a Property or group of Properties, and may request early consultation with DTSC, where desirable.

1.1. Purpose of Agreement. The purpose of this Oversight Agreement is to specify the process that will be used to evaluate Brownfields properties within the Agency's and DTSC's jurisdiction under this Oversight Agreement; to identify the properties that will be addressed under this Oversight Agreement; to facilitate the remediation of Brownfields properties and to provide a framework for the reimbursement of DTSC's oversight costs, and to assist the Agency and others in meeting the environmental requirements to obtain the immunities and protections under the Polanco Redevelopment Act set forth in Health & Safety Code §§ 33459-33459.8 (Polanco Act), and such other California and federal statutes as may be appropriate.

1.2. Parties. DTSC and the Agency are collectively the "Parties" to this Oversight Agreement.

### 1.3. Jurisdiction.

1.3.1. Agency Jurisdiction. The Agency has general delegated authority from the State Legislature to eliminate blight pursuant to the Health and Safety Code. In addition, Health and Safety Code section 33459.1, subdivision (a)(1) of the Polanco Act authorizes the Agency to take any actions that the Agency determines are necessary and that are consistent with state and federal laws to remedy or remove a release of hazardous substances, as defined in Health and Safety Code section 33459, subdivision (c), on, under, or from a property located in a "Redevelopment Project Area," as defined in Health and Safety Code section 33320.1 (Project Area), whether the Agency owns the property or not, if any one of the conditions in Health and Safety Code section 33459.1, subdivision (b) is met. Pursuant to Health and Safety Code section 33459.1, subdivision (c), even if the conditions in Health and Safety Code section 33459.1, subdivision (b) are not met, the Agency may take actions to investigate or conduct feasibility studies or, if the Agency determines that the environmental condition of a property requires immediate action, the Agency may take actions to remedy or remove a release of hazardous substances. The Agency shall submit satisfactory evidence demonstrating its authority to enter into this agreement to contract with DTSC. Such evidence should include a resolution, motion or order confirming its authority.

1.3.2. DTSC Jurisdiction. Health and Safety Code section 25201.9 authorizes DTSC to enter into agreements to perform consultative services for the purposes of providing assistance in complying with chapter 6.8 of division 20 of the Health and Safety Code. Health and Safety Code sections 33459-33459.8 and section 58009 authorize DTSC to take proper and necessary actions for the protection and preservation of the public health as required for the efficient exercise of DTSC's activities under the Polanco Act.

1.4. Properties. Generally, the property or group of properties that will be the subject of this Oversight Agreement are within Redevelopment Project Areas of concern to the Agency. A map of the Redevelopment Project Areas located within the Agency's jurisdiction is attached as Exhibit A. The specific properties to be included in this Oversight Agreement (Property" or group of Properties) **[Note: RDA is to choose either phrase: "will be identified" or "at the time this Oversight Agreement is executed are identified"]** in Exhibit B, attached to this Oversight Agreement. The Agency may propose new Redevelopment Project Areas and future properties for incorporation into this Oversight Agreement. If approved by DTSC, new Redevelopment Project Areas will be incorporated into this Oversight Agreement and identified in Exhibit A and new Properties or groups of Properties will be incorporated into this Oversight Agreement and identified in Exhibit B.

## 2. AGREEMENT

THE PARTIES HEREBY AGREE THAT,

2.0. Activities to be Conducted. DTSC and the Agency will undertake activities as specified in this Oversight Agreement to provide for Technical Consultation by DTSC related to site investigation, assessment, remediation and mitigation, or services related to activities to assess hazardous substances releases as may be necessary or helpful for redevelopment. For each particular Property or group of Properties, the parties acknowledge and agree that all work performed pursuant to this Oversight Agreement is intended to be consistent with Health and Safety Code sections 33459-33459.8, or Health and Safety Code sections 25300-25395.45, as appropriate.

2.0.1. Technical Consultation. Upon the request of the Agency's Oversight Agreement Manager identified under Section 2.4 and subject to availability of DTSC resources, DTSC will provide technical consultation to the Agency in accordance with the Scope of Work contained in Exhibit C and Exhibit D, attached to this Oversight Agreement. Exhibit C-1 (Optional Table Listing Consultation Schedules and Cost Estimates) may also be attached to this Oversight Agreement. Technical consultation may include, but is not limited to, participating in meetings, conferences, workshops, and/or conference calls, researching responses to Agency's questions, reviewing existing data and preliminary

reports submitted by Agency or in DTSC's files, conducting site visits and performing general activities to scope a project, including oversight of preliminary site characterization activities. Technical consultation does not include oversight of removal, remediation or other site cleanup activities. DTSC's completion of the activities described in the Scope of Work for technical consultation shall constitute DTSC's complete performance for technical consultation under this Oversight Agreement.

2.0.2. Site-Specific Property Oversight. For each Property or group of Properties subject to this Oversight Agreement, DTSC will provide review and oversight of the activities conducted by the Agency, as appropriate, in accordance with the Scope of Work contained in Exhibit D attached to this Oversight Agreement that is developed by DTSC in consultation with the Agency pursuant to this Section 2.0.2. Tasks identified for which DTSC will provide oversight will not be implemented until DTSC's provides an approval of that Scope of Work. The Scope of Work in Exhibit D applies to a Property or group of Properties being addressed under the Polanco Act or other state and federal laws as determined appropriate by DTSC. The Agency will conduct activities in the manner specified in this Oversight Agreement in accordance with a mutually agreed upon schedule. The Agency may direct or arrange for a third party to conduct those activities in the same manner and in accordance with the same schedule. DTSC will review and provide the Agency with written comments on all Agency deliverables as described in the Scope of Work. For each Property or group of Properties, DTSC will provide oversight, as appropriate, of field activities, including but not limited to observation of sampling activities and implementation of Cleanup Plans. DTSC's completion of the activities described in the Scope of Work for each Property or group of Properties shall constitute DTSC's complete performance under this Oversight Agreement for that Property or group of Properties.

2.1. Inclusion of Properties. For each Property or group of Properties the Agency proposes for site-specific activities under this Oversight Agreement, the Agency will submit to DTSC (1) the information required under Exhibit B for that proposed Property or group of Properties; and (2) any other appropriate information. DTSC will discuss with the Agency any issues regarding incorporating a proposed Property or group of Properties into this Oversight Agreement. DTSC will provide written concurrence when it determines that incorporating a proposed Property or group of Properties into this Oversight Agreement is appropriate and will develop in consultation with the Agency a separate site-specific Scope of Work, site-specific cost estimate and schedule for the Property or group of Properties. Upon approval in writing by both the Oversight Agreement Manager for DTSC and the Agency, a revised Exhibit B, C or D and E for the Property or group of Properties will be incorporated into this Oversight Agreement.

2.2. Amendment of Exhibits. Upon approval in writing by the Oversight Agreement Manager for DTSC and by the Agency, Exhibits A, B, C, C-1, D, E, F and G may be amended and the Exhibits, as amended, will be incorporated into this Oversight Agreement.

2.3. Additional Activities. Additional activities to the agreed upon Scope of Work may be conducted and DTSC oversight provided by amendment to an Exhibit in accordance with Sections 2.2 and 2.8. If DTSC expects additional oversight costs to be incurred related to these additional activities, DTSC will provide an estimate of the additional oversight cost to the Agency as an amendment to Exhibit C-1 (as applicable) D, and/or E, as applicable, as provided in section 2.7.

2.4. Oversight Agreement Managers and Project Managers. **[Name]** is designated by DTSC as its Manager for this Oversight Agreement. **[Name]** is designated by the Agency as Manager for this Oversight Agreement. Each Party to this Oversight Agreement will provide at least ten (10) days advance written notice to the other of any change in its designated Oversight Agreement Manager. DTSC and the Agency may designate a Project Manager for any Property or group of Properties incorporated into this Oversight Agreement. Both DTSC and the Agency reserve the right to appoint different Project Managers, pursuant to this Oversight Agreement, for different projects that may be ongoing at the same time.

2.5 Notices and Submittals.

2.5.1. All notices, documents and communications that are to be given under this Oversight Agreement, unless otherwise specified, will be sent to the respective Parties at the following addresses

To DTSC:

[Regional Branch Chief name]  
ATT: Project Manager  
Department of Toxic Substances Control  
[Address, FAX]

To the Agency:

[Agreement Manager name]  
[\_\_\_\_ City \_\_\_\_] Redevelopment Agency  
[Address, FAX]

2.5.2. The parties will give such notices to known property owners and other parties as required by applicable law. (See Exhibit B for known property owners for each Property or group of Properties.)

2.6. DTSC Document Review and Approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Oversight Agreement does not meet the conditions in this Oversight Agreement or fails to protect public health or safety or the environment, DTSC will consult with the Agency and either (1) return comments to the Agency with recommended changes or (2) modify the document, with Agency concurrence, as deemed necessary and approve the document as modified.-

2.7. Payment. An estimate of DTSC's oversight costs for Technical Consultation is contained in Exhibit C-1 (as applicable) and an estimate of DTSC's oversight costs for each Property or group of Properties with respect to the Scope of Work described in Exhibit D is contained in Exhibit E. All Parties understand that a Cost Estimate will be prepared for each Property or group of Properties and incorporated into this Oversight Agreement per Section 2.1. Such Cost Estimates shall include all labor, materials and expenses incurred by DTSC in performing the services contemplated by this Oversight Agreement and specified in the Scope of Work for such Property or group of Properties. The Parties understand that the Cost Estimates set forth in Exhibits C-2 and E are estimates and cannot be relied upon as the final cost figure. The Agency agrees to pay (1) all costs incurred by DTSC and in association with preparation of this Oversight Agreement and for review of documents submitted by the Agency prior to the effective date of the Oversight Agreement; and (2) all costs incurred by DTSC in implementing and providing oversight or conducting other activities pursuant to this Oversight Agreement. Costs incurred include interest on unpaid amounts that are billed and outstanding more than 60 days from the date of DTSC's quarterly invoice. DTSC will notify the Agency in writing when it approaches charges of sixty-five percent (65%) of the total Cost Estimate prepared for a Property or group of Properties. The parties agree to evaluate the budget to determine if either a revised estimate or scope of work is needed at the time of the written notice or whether the Agency wishes to terminate as provided in Section 24 of the Standard Provisions. If DTSC or the Agency anticipates a change in the Scope of Work or the need for revision of the Cost Estimate, DTSC will provide a revised estimate in advance of exceeding the total cost estimate.

2.7.1. In anticipation of the services to be rendered under this Oversight Agreement, the Agency will make an advance payment of \$\_\_\_\_\_ to DTSC no later than thirty (30) days after the effective date of this Oversight Agreement. If the Agency's advance payment does not cover all costs payable to DTSC under this subsection, DTSC will invoice the Agency quarterly. The Agency agrees to pay the additional costs within sixty (60) days of receipt of DTSC's quarterly invoice.

2.7.2. All payments made by the Agency for activities performed for a Property or group of Properties pursuant to this Oversight Agreement will be by check made payable to the "Department of Toxic Substances Control," and bearing on its face the project code for the Property or group of Properties (See Exhibit B) and the Contract Number of this Oversight Agreement. All payments made by the Agency for DTSC activities performed pursuant to this Oversight Agreement, but not applicable to a Property or group of Properties will be by check made payable to the "Department of Toxic Substances Control" and bearing on its face the project code for this Oversight Agreement [CalStars Code for this Oversight Agreement] and the Contract Number of this Oversight Agreement. Payments should be sent to:

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

2.8. Exhibits. Standard provisions of this Oversight Agreement are contained in Exhibit F (Oversight Agreement Standard Provisions), which is attached to this Oversight Agreement. All exhibits attached to this Oversight Agreement, including Exhibit F, are incorporated into this Oversight Agreement by reference.

2.9. Effective Date. The effective date of this Oversight Agreement is the date when this Oversight Agreement is fully executed.

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

2.11. Counterparts. This Oversight 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, Title]  
[Division]  
[Program]  
Department of Toxic Substances Control

\_\_\_\_\_ Date: \_\_\_\_\_  
[Name, Title]  
[\_\_\_\_ City \_\_\_\_] Redevelopment Agency

## **EXHIBITS**

- A MAP OF CITY THAT IDENTIFIES THE REDEVELOPMENT PROJECT AREA (S) WITHIN AGENCY'S JURISDICTION
- B PROPERTY DESCRIPTION FOR EACH INCLUDED PROPERTY AND LOCATION MAP SHOWING EACH INCLUDED PROPERTY WITHIN A REDEVELOPMENT PROJECT AREA.
- C TECHNICAL CONSULTATION SCOPE OF WORK  
C-1 OPTIONAL TABLE LISTING CONSULTATION SCHEDULES
- D SITE SPECIFIC SCOPE OF WORK FOR REMEDIATION OVERSIGHT SCOPE OF WORK
- E SCHEDULE AND COST ESTIMATES FOR EACH INCLUDED PROPERTY OR GROUP OF PROPERTIES FOR REMEDIATION OVERSIGHT SCOPE OF WORK
- F OVERSIGHT AGREEMENT STANDARD PROVISIONS
- G SAMPLE RESOLUTION AUTHORIZING AGENCY TO CONTRACT WITH DTSC

**EXHIBIT B  
PROPERTY DESCRIPTION FOR EACH INCLUDED PROPERTY**

(To Be Formatted As Appropriate)

Property Name, Location	Site Description	Site History	<a href="#">Advance Payment</a>
[Property Name] [Property Address]  APN(s):  Project Code:  Property Owners and addresses:	BRIEFLY DESCRIBE THE PHYSICAL ATTRIBUTES OF THE PROPERTY, NOTING ANY DISTINGUISHING PHYSICAL FEATURES, SUCH AS SURFACE WATER BODIES, GROUNDWATER AQUIFERS OR OTHER RELEVANT FEATURES. ALSO INCLUDE SIZE OF PROPERTY IN ACRES AND PROPERTY ZONING.	BRIEFLY DESCRIBE THE GENERAL HISTORICAL USES OF THE PROPERTY OR GROUP OF PROPERTIES, INCLUDING ANY HAZARDOUS MATERIALS/WASTE HANDLING, STORAGE OR DISPOSAL AREAS, IF KNOWN	
[Property Name] [Property Address]  APN(s):  Project Code:  Property Owners:			

Note: Add in date each time this was prepared/modified

**EXHIBIT C  
TECHNICAL CONSULTATION SCOPE OF WORK**

***[NOTE: This Technical Consultation Scope of Work should be used when an Agency is only seeking technical consultation from DTSC. This Scope of Work will not include remedy selection document preparation and/or review or implementation of interim or final remedies for a Property or group of Properties. DTSC and the Agency will concur on the amount of funding or the number of oversight hours to be spent under this task so that Agency requirements regarding funding levels may be met. For this reason, the cost estimate in this Exhibit C-1 does not need to specify oversight costs for each task.]***

***[Exhibit C will consist of the general scope of work outlined below. If the Agency requests a cost estimate for specific tasks, subject to availability of resources as determined by DTSC, DTSC will provide such a cost estimate. The optional table format following the Technical Consultation Scope of Work for Specific Projects, Exhibit C-1, may be used as a model for site-specific documentation. For evaluation of properties outside the Redevelopment Project Area, a site map will be included.]***

As part of this Oversight Agreement, the following consultation tasks may take place:

**TASK 1.           General Consultation/Technical Assistance.**

DTSC will provide technical consultation to the Agency in accordance with a mutually agreed upon schedule and, as determined by DTSC, subject to availability of DTSC resources. This schedule will be determined upon Agency and DTSC review of the consultation and assistance work to be conducted. If desired, the schedule may be included in Exhibit C-1 upon mutual agreement of DTSC and the Agency. Technical consultation may include, but is not limited to, participating in meetings, conferences, workshops, and/or conference calls, researching responses to Agency's questions, reviewing existing data and preliminary reports submitted by Agency, conducting site visits, and performing general activities to scope a proposed project, including oversight of preliminary site characterization activities. Technical consultation does not include removal, remediation, or other site cleanup activities.

**TASK 2.           Review of Existing Data.**

The Agency will submit to DTSC a listing of all known reports in its possession, including sample analysis results, environmental assessment reports, and any other information in its possession pertinent to the hazardous substance and hazardous waste management and/or release, characterization and cleanup of a Property or group of Properties. The Agency will provide copies of any of non-privileged reports or information requested by DTSC and will identify privileged or other confidential documents that the Agency is not providing. The Agency will also inform DTSC of any other known reports and documents, not in its possession, pertinent to the hazardous substance and hazardous waste management and/or release, characterization and cleanup of a Property or group of Properties, including the name of the document (if known) and the identity and address of the person/entity (if known) with possession of the document. Subject to the availability of DTSC resources, DTSC will review the information in accordance with a mutually agreed upon timeframe included in Exhibit C-1, to identify areas and media of concern, and determine whether additional work, if any, would be required to complete the investigation and/or cleanup of the Property or group of Properties and will respond to the Agency in writing, setting forth DTSC's initial conclusions regarding these matters.

**TASK 3.           Preliminary Site Characterization.**

The objective of the preliminary site characterization is to conduct an initial investigation to determine if there has been a release of hazardous substances and, if there has been a release, to characterize the release as necessary to evaluate potential risks posed to public health and the environment and potential cleanup alternatives. This task may be conducted in sequential phases, such as a separate soil or groundwater evaluation.

(a) Preliminary Sampling and Analysis Workplan. The Agency may submit a workplan that describes the activities proposed to perform an initial investigation of soil, groundwater, surface water, and/or air contamination associated with a Property or group of Properties. For any sampling activities to be conducted, the workplan will include a quality assurance/quality control plan, sampling plan, and implementation schedule.

(b) Implementation of Preliminary Sampling and Analysis Workplan. In the event the Agency agrees to proceed with an approved workplan for a Property or a group of Properties, the Agency will implement the approved workplan in accordance with the approved implementation schedule. DTSC may provide oversight of workplan implementation. All field work will be conducted in accordance with applicable Cal-OSHA regulations set forth in California Code of Regulations, Title 8, including but not limited to section 5192 and applicable DTSC guidance.

(c) Preliminary Site Characterization Report. In the event the Agency agrees to proceed with implementing an approved workplan for a Property or a group of Properties, the Agency will submit a Site Characterization Report that at a minimum presents the data, summarizes the findings of the investigation, validates the data, and includes recommendations and conclusions.

TASK 4. Document Review.

DTSC will review preliminary site characterization reports submitted by an Agency and provide written comments to the Agency in accordance with a mutually acceptable schedule set forth in Exhibit "C-1" if Exhibit C is attached.

**EXHIBIT C-1**  
**SPECIFIC PROJECTS**

# EXAMPLE

<u>Project Name</u>	<u>Scope of Work</u>	<u>Schedule</u>	<u>Cost Estimate (Total per task)</u>
<u>ABC Site Sampling/Analysis (added 9/10/03)</u>	<u>Task 2</u>	<u>DTSC review/comment within two weeks of Agency submittal on X date</u>	<u>\$XXX</u>
	<u>Task 3 A</u>	<u>1) Agency to submit workplan by 9/10/2003</u> <u>2) DTSC to review/comment by 9/30/2003</u>	<u>\$XXX</u>
	<u>Task 3 B</u>	<u>1) Agency to begin implementation in accordance with schedule in workplan</u> <u>2) DTSC to provide field oversight</u>	<u>\$XXX</u>
	<u>Task 3 C</u>	<u>1) Agency to submit report within 30 days of completion of field work (expected to be submitted by X date)</u> <u>2) DTSC to review/comment within 30 days of receipt of report if submitted by X date</u>	<u>\$XXX</u>
<u>XYZ Site (added 9/30/03)</u>	<u>Task 1</u>	<u>Meeting scheduled for 10/22/2003 to discuss potential XYZ site</u>	<u>\$XXX</u>

**EXHIBIT D  
REMEDATION OVERSIGHT SCOPE OF WORK for  
[PROPERTY NAME, ADDRESS]**

***[NOTE: This Scope of Work should be used for a Property or group of Properties that are investigated or remediated under the Polanco Act or other applicable authority as determined appropriate by DTSC. Each Property or group of Properties to be included under this Exhibit should be contained in a separate subsection with the site-specific scope of work, schedule, cost estimate, and site map.]***

***[As part of this Oversight Agreement, any of the following tasks can be selected by the Agency and DTSC to be completed for each Property or group of Properties. The Tasks outlined below are not intended to be a “cook book” of mandatory ingredients applicable to every case. Each Task will be carefully reviewed by the Agency and DTSC as to each Property or group of Properties to determine the appropriate level of action and the applicability of the individual task before the task is included in the Scope of Work.***

***Individual tasks may be selected and will be adapted for each project, based upon DTSC's and the Agency's concerns, environmental conditions, existing and contemplated uses, community concerns, and public policy and environmental justice issues associated with the Property or group of Properties to remediate the site in an expeditious and cost-effective manner. For each Property or group of Properties, include only those tasks or portions of the tasks that are appropriate and applicable. The individual tasks may be modified, if necessary, to meet the specific conditions encountered at each Property or group of Properties.***

***Depending on the characteristics and complexity of a Property or group of Properties, some or all of the tasks may be combined. In some cases, certain tasks may be unnecessary. For example, the Site Characterization Report (Task 3), the Risk Evaluation and Cleanup Level Determination (Task 4), the Feasibility Study (Task 5), the Remedy Selection Document (Task 6), and the Remedial Design and Implementation Plan (Task 8) might be combined into a single Remedy Selection Document, Remedial Action Plan or Cleanup Plan if the contamination at a Property is not particularly complex or the remedial action is relatively routine. In other cases, a “presumptive remedy” may be appropriate, such that certain tasks may not be necessary or may be substantially modified. Furthermore, if the Agency decides to proceed with a simple removal action, that is, to remove “hot spots”, a number of Tasks may not be necessary at all, or necessary as separate documents.***

***Accordingly, the final form of Exhibit D attached to any agreement may be substantially modified both prior to the execution of the Agreement as well as during the implementation of the tasks initially agreed to by the Agency and DTSC, based upon the information gathered by the parties during that process.]***

The following tasks may be completed as part of this Oversight Agreement:

**TASK 1.        Technical Consultation and Assistance.**

DTSC will provide technical consultation and assistance to the Agency for the Property or group of Properties in accordance with a mutually agreed upon schedule and subject to availability of DTSC resources. Technical consultation and assistance may include, but is not limited to, participating in meetings, conferences, workshops, and/or conference calls, researching responses to Agency's questions, reviewing existing data and preliminary reports submitted by Agency, conducting site visits, and performing general technical consultation and assistance. Technical consultation and assistance do not include oversight of removal, remediation or other site cleanup activities.

TASK 2. Review of Existing Data and Scoping Meeting.

The Agency will submit to DTSC a listing of all known reports in its possession, including sample analysis results, environmental assessment reports, and any other information in its possession pertinent to the hazardous substance and hazardous waste management and/or release, characterization and cleanup of a Property or group of Properties. The Agency will provide copies of any of non-privileged reports or information requested by DTSC and will identify privileged or other confidential documents that the Agency is not providing. The Agency will also inform DTSC of any other known reports and documents, not in its possession, pertinent to the hazardous substance and hazardous waste management and/or release, characterization and cleanup of a Property or group of Properties, including the name of the document (if known) and the identity and address of the person/entity with possession of the document if known. Subject to the availability of DTSC resources, DTSC will review the information in accordance with a mutually agreed upon timeframe included in Exhibit E, to identify areas and media of concern, and determine whether additional work, if any, would be required to complete the investigation and/or cleanup of the Property or group of Properties. DTSC will respond to the Agency in writing, setting forth DTSC's initial conclusions regarding these matters. Following DTSC's initial review, a scoping meeting will be held to discuss whether further site characterization is necessary, and, if so, how the characterization will be conducted for the Property or group of Properties, and which of the Tasks are appropriate and how they will be implemented. The critical goal of the scoping meeting is to agree on the focus of the site investigation and remedial or response actions and to agree on the applicability and scope of the remaining Tasks. The parties contemplate a flexible process and the level of detail and requirements and the applicability of each Task will be jointly evaluated by the parties' Project Managers.

TASK 3. Site Characterization.

The objective of this task is to characterize the extent of hazardous substance and hazardous waste contamination at the Property or group of Properties. This task may be conducted in sequential phases, such as a separate soil or groundwater investigation.

(a) **Sampling and Analysis Workplan.** The Agency may submit a workplan that describes the activities proposed to characterize soil, groundwater, surface water, and/or air contamination associated with the Property or group of Properties. The Agency will exercise its best efforts to provide access for DTSC and its representatives to the Property or group of Properties prior to approval of the workplan, if necessary. For any sampling activities to be conducted, the workplan should also include a quality assurance/quality control plan (QA/QP), sampling plan, and implementation schedule. DTSC will review the Sampling and Analysis Workplan and QA/QP and will advise the Agency in writing within the period specified in Exhibit E of either DTSC's approval of such plans or DTSC's requirements for approval of the plans. In the event the Agency agrees to proceed with an approved Sampling and Analysis Workplan for a Property or group of Properties, the Agency will implement the approved workplan in accordance with the approved implementation schedule. DTSC may provide oversight of workplan implementation. All field work must be conducted in accordance with applicable Cal-OSHA regulations set forth in California Code of Regulations, Title 8, including but not limited to section 5192 and applicable DTSC guidance. The Sampling and Analysis Workplan and QA/QP may, in appropriate circumstances, be combined with other documents prepared by or on behalf of the Agency as approved by DTSC.

(b) **Site Characterization Report.** The Agency may submit a Site Characterization Report that, at a minimum, presents the data, summarizes the findings of the investigation, validates data and includes recommendations and conclusions. DTSC will review the Site Characterization Report and will advise the Agency in writing, within the period specified in Exhibit E, of either DTSC's approval of such report, or DTSC's requirements for approval. The Site Characterization Report may, in appropriate circumstances, be combined with the Remedy Selection Document or Remedial Action Plan referred to in Task 6 or included with other documents prepared by or on behalf of the Agency.

TASK 4. Risk Evaluation and Cleanup Level Determination.

If the Agency decides to proceed with a remedy or removal action, a scoping meeting may be held to discuss how the risk evaluation and cleanup level determination will be conducted for the Property or group of Properties. If appropriate, the Agency may conduct a risk evaluation consistent with U. S. EPA Risk Assessment Guidance for Superfund (EPA/540/1-89/002) and DTSC's Supplemental Guidance for Human Health Multimedia Risk Assessments of Hazardous Waste Sites and Permitted Facilities. This evaluation should identify the chemicals of concern and potential routes of exposure; characterize the potential risk; evaluate potential risks to environmental receptors; consider existing and contemplated uses of the Property or group of Properties; and identify site cleanup goals. If DTSC agrees, this information may be submitted in the Remedy Selection Document or Remedial Action Plan or another document combining one or more tasks contained in this agreement. The parties recognize that, depending on the site characterization and the proposed remedy or removal action, a site specific risk evaluation may not always be necessary. However, the following information must be included in the remedy selection document: identification of chemicals of concern, remedial action objectives and cleanup goals and discussion of the derivation of the cleanup goals as appropriate.

TASK 5. Feasibility Study.

The objective of this task is to evaluate feasible remediation and response alternatives. If the Agency decides to proceed with the remedy or removal action, reasonable potential alternatives for the remediation of a Property or group of Properties and response to the presence of hazardous substances should be evaluated, including the "no action" alternative. Such an evaluation may be incorporated in the Remedy Selection Document, or may, if the analysis is complex, be addressed in a separate study or report. The evaluation should (a) identify the goals for the cleanup based upon current and projected future land uses; (b) evaluate feasible alternatives to meet these goals; and (c) recommend a preferred alternative. The feasibility study may be included in or combined with the Remedy Selection Document or the "Remedial Action Plan" or the "Cleanup Plan" or other document, as approved by DTSC.

TASK 6. Remedy Selection Document.

The purpose of the Remedy Selection Document is to summarize results of the site characterization, risk evaluation and feasibility study and to describe the remedial action or removal plan. The remedy selection may be entitled "Remedy Selection Document," "Remedial Action Plan" (RAP) or "Cleanup Plan" and may include other tasks described herein. The document shall address the following:

- (a) a description of the site, site history, site environmental setting, and contamination;
- (b) a summary of the risk evaluation conducted, if necessary;
- (c) current and contemplated land uses of the Property or group of Properties;
- (d) zoning and general plan designation of the Property or group of Properties;
- (e) the goals to be achieved by the cleanup;
- (f) a summary description of the feasibility study conducted;
- (g) a description of the recommended alternative (including any required and/or suggested land use covenants, an operation and maintenance agreement and plan, financial assurance and other operation and maintenance requirements, as appropriate);
- (h) implementation and enforcement plan if operation and maintenance requirements are identified or if a land use covenant is necessary;
- (i) the name of the party, if not the Agency, who will be responsible for implementing and operating the final remedy, including any remedy requiring a startup operation period; and
- (j) an administrative record list.

Within sixty (60) days of DTSC's written approval of the final RAP or Cleanup Plan, DTSC will acknowledge, in writing, that upon proper completion of the final RAP or Cleanup Plan, the immunity provided by Health and Safety Code section 33459.3(b) shall apply to the Agency.

TASK 7. California Environmental Quality Act (CEQA).

DTSC and the Agency will discuss what CEQA documents are necessary and who shall prepare the necessary CEQA documents, as well as the appropriate Lead Agency and Responsible Agency under the CEQA process. DTSC and the Agency will work together to ensure that the proposed environmental document contains the information necessary for the Agency and DTSC to evaluate impacts from the proposed remediation. It is the goal of both DTSC and the Agency that the CEQA document be used by both entities in meeting their respective obligations under CEQA. If, however, for reasons specific to the project, the processes cannot be efficiently combined, then DTSC will prepare its own CEQA document for the RAP or Cleanup Plan. If required, the Agency shall submit the information necessary for DTSC to prepare this document.

TASK 8. Remedial Design and Implementation Plan.

If the Agency decides to proceed with the remedial or removal actions specified in the RAP or Cleanup Plan with respect to a Property or group of Properties, the Agency will either (1) prepare and submit a Remedial Design and Implementation Plan (RDIP) in accordance with the agreed upon schedule contained in the approved RAP or Cleanup Plan; or (2) depending on the complexity of the environmental condition of the Property or group of Properties, incorporate the factors typically addressed in a RDIP into the RAP or Cleanup Plan. The RDIP (or RAP or Cleanup Plan, as applicable) should address the following:

- (a) technical and operational plans and engineering designs for implementation of the approved alternative(s);
- (b) a proposed schedule for implementing the construction phase;
- (c) a general description of the construction equipment to be employed;
- (d) a community environmental monitoring plan (if necessary);
- (e) a site specific hazardous waste transportation plan (if necessary);
- (f) the identity of any contractors, transporters and other persons conducting the cleanup activities for the Property or group of Properties, when known;
- (g) post-remedial sampling and monitoring procedures for air, soil, surface water and groundwater, as necessary;
- (h) quality assurance/quality control plan; and
- (i) operation and maintenance procedures and schedules, as necessary.

All field work will be conducted in accordance with California Code of Regulations, Title 8, including but not limited to section 5192 and applicable DTSC guidance.

TASK 9. Implementation of Final RAP.

Subject to the provisions of Section 5 of the Standard Provisions concerning endangerment during implementation, nothing herein will require the Agency to proceed with implementation of a RAP or Cleanup Plan with respect to any Property or group of Properties if it determines not to do so. The Agency will provide DTSC with written notice of the Agency's decision to either implement or not implement the Final RAP or Cleanup Plan. Upon DTSC approval of the RDIP (or RAP or Cleanup Plan, if the RAP or Cleanup Plan incorporates the RDIP) and schedule, and if the Agency decides to proceed with the remedy or removal action at a Property or group of Properties, the Agency will implement or will direct the implementation of the approved final RAP, Cleanup Plan, or RDIP, as applicable, in accordance with the approved schedule. At the completion of field work, the Agency (or such other party conducting the remediation or other response or removal actions with respect to a Property or group of Properties) will submit a final Implementation Report discussing the work completed and noting any deviations from the approved plan. Within 60 days of the date DTSC finds that a remedial or removal action has been properly completed in accordance with the Final RAP or Cleanup Plan, DTSC will notify the Agency, in writing, that the immunity provided by Health and Safety Code section 33459.3, subdivision (c) is in effect.

This immunity extends to other such parties entitled to immunity pursuant to Health and Safety Code Section 33459.3(e). In the event that Operation and Maintenance is required, the Parties agree that the immunity provided by Health and Safety Code section 33459.3(e) shall be expressly conditioned upon the satisfactory performance of all responsibilities pursuant to Task 13 of this Agreement. In the event that DTSC finds that the remedy is not functioning properly and successfully, and performing as designed, or that the remedy will not attain the final performance standards or cleanup goals specified in the final RAP, Cleanup Plan, or RDIP (including the implementation and enforcement of institutional controls if applicable), DTSC will, as soon as administratively feasible, notify the Agency.

**TASK 10. Changes During Implementation of the Final RAP or Cleanup Plan.**

If during implementation of the final RAP, Cleanup Plan and/or RDIP, DTSC determines that additions, modifications or revisions to such document may be necessary to protect human health and safety or the environment or to implement the final RAP, Cleanup Plan and/or RDIP, DTSC will, as soon as administratively feasible, notify the Agency and the parties will determine the appropriate revisions to such document; provided, however, and subject to the provisions of Sections 5 and 23 of the Standard Provisions concerning endangerment during implementation, nothing herein will require the Agency to continue to proceed with the implementation of the modified RAP, Cleanup Plan or RDIP with respect to a Property or group of Properties if it determines not to do so.

**TASK 11. Public Participation.**

(a) The Agency and DTSC will conduct appropriate public participation activities given the nature of the community surrounding the Property or group of Properties and the level of community interest. The Agency will work cooperatively with DTSC to ensure that the affected and interested public and community are involved in the decision-making process applicable to the clean-up of the Property or group of Properties, taking into account the Agency's existing public participation capabilities and procedures. DTSC and the Agency will strive to integrate the public participation activities associated with the RAP or Cleanup Plan with the public participation activities associated with the development of the Properties or group of Properties to the maximum extent possible.

(b) A scoping meeting may be held to determine the appropriate activities that will be conducted to address public participation. If necessary, the Agency will then prepare a public participation plan for the Property or group of Properties that describes the proximity of homes and/or schools, day care facilities, churches, and similar uses; the current and proposed land uses within and adjacent to the Property or group of Properties; media interest; and involvement of community groups and elected officials. The plan shall also include a mailing list, identify appropriate information repositories, and specify the public participation activities that the Agency will undertake to provide opportunities for public involvement in site-related decisions. The Agency and DTSC will evaluate whether a fact sheet and public notices are necessary, as well as their content, distribution and circulation, and whether a public meeting is appropriate depending on the circumstances and the nature of the remedial or removal action, as well as any other public participation procedures.

**TASK 12. Land Use Covenant.**

If required pursuant to California Code of Regulations, title 22, section 67391.1, the Parties agree that the final RAP or Cleanup Plan will contain a requirement for a land use covenant imposing appropriate limitations on land use when hazardous substances, hazardous materials, hazardous constituents or hazardous wastes will remain at the Property or group of Properties at levels that are determined by DTSC as not suitable for unrestricted use of the land. If DTSC determines a land use covenant is necessary, the Agency agrees to sign and record a land use covenant approved by DTSC, or if the Agency is not the Property Owner, the Agency will arrange for the Property Owner to sign and record the land use covenant approved by DTSC. The land use covenant must be recorded in the County where the land is located prior to DTSC's determination that a remedial or removal action has been properly completed in accordance with the final Remedial Action Plan or Cleanup Plan for a Property or group of Properties.

TASK 13.        Operation and Maintenance (O&M).

The Agency will comply with, or arrange for compliance with, all operation and maintenance (O&M) requirements or other institutional control measures, in accordance with the final RAP or Cleanup Plan. The Agency shall designate in the final RAP or Cleanup Plan the parties that will enter into an O&M Agreement, or otherwise be responsible for compliance with all O&M requirements, prior to certification of the Property or group of Properties. Compliance with any applicable O&M Agreement, and any land use covenant or other institutional control measures, must be included as a requirement for any new owner/lessee in a purchase and sale agreement for the Property or group of Properties. Any party that is responsible for O&M shall notify DTSC of any transfer of operation and maintenance responsibilities at least 30 days prior to such transfer. DTSC may, at its discretion, require the transferee to enter into a new O&M Agreement.

TASK 14.        Discontinuation of Cleanup Technology.

Any cleanup technology employed in implementation of the final RAP or Cleanup Plan will be left in place and operated by the Agency, owner of the Property (or its successors), or such other party designated in the final RAP or Cleanup Plan until and except to the extent that DTSC authorizes the Agency, Property Owner or such other party designated in the final RAP or Cleanup Plan, in writing, of the ability to discontinue, move or modify some or all of the cleanup technology because the final remedial action has met the criteria specified in the final RAP or Cleanup Plan for its discontinuance, or because the modifications would better achieve the goals of the final RAP or Cleanup Plan.

**EXHIBIT E**

**OVERSIGHT AGREEMENT COST ESTIMATE AND SCHEDULE FOR  
[PROPERTY NAME, ADDRESS]**

**EXHIBIT F**  
**OVERSIGHT AGREEMENT STANDARD PROVISIONS**

1. The Standard Provisions in this Exhibit F are incorporated by reference into and are a part of the Oversight Agreement. The Standard Provisions have been placed in this Exhibit F for reasons of administrative efficiency.

2. Payment Provisions. Subject to Section 2.7 of the Oversight Agreement, if any bill is not paid by the Agency within sixty (60) days after it is sent by DTSC, the Agency may be deemed to be in material default of this Oversight Agreement.

If the advance payment submitted under Section 2.7.1 of this Oversight Agreement exceeds DTSC's actual costs for Oversight Agreement preparation, consultation, review, approval, oversight and other activities conducted under this Oversight Agreement, DTSC will provide an accounting for expenses and refund the difference within one hundred-twenty (120) days after termination of this Oversight Agreement in accordance with Section 24 of this Exhibit. In no other case will the Agency be entitled to a refund from DTSC or to assert a claim against DTSC for any amount paid or expended under this Oversight Agreement.

3. Billing Dispute Resolution. If the Agency disputes a DTSC billing, or any part of a DTSC billing, the Agency will notify DTSC's designated Oversight Agreement Manager and attempt to informally resolve the dispute. If the Agency desires to formally request dispute resolution with regard to the billing, the Agency will file a request for dispute resolution in writing within 45 days of the date of receiving the bill in dispute. The written request will describe all issues in dispute and will set forth the reasons for the dispute, both factual and legal. The Agency will send the written request to:

Special Assistant for Cost Recovery and Reimbursement Policy  
Department of Toxic Substances Control  
P.O. Box 806  
Sacramento, CA 95812-0806

The Agency will also send a copy of the written request for dispute resolution to the person designated in subsection 2.5.1 of this Oversight Agreement to receive submittals. A decision on the billing dispute will be rendered by the person designated above or other DTSC designee. The existence of a dispute shall not excuse, stay or suspend any other compliance obligation or deadline required pursuant to this Oversight Agreement.

4. Communications. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to the Agency in writing by DTSC's Oversight Agreement Manager or his/her designee. No informal advice, guidance, or suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the Agency shall be construed to relieve the Agency of the obligation to obtain such written approvals.

5. Endangerment During Implementation. In the event DTSC determines that any activity or operations caused by or on behalf of the Agency or its agents (whether or not pursued in compliance with this Oversight Agreement) may pose an imminent or substantial endangerment to the health and safety of people on any Property or group of Properties or in the surrounding area or to the environment: i) the Agency will take the necessary actions to abate the endangerment it created for such period of time as may be needed to abate the endangerment; or ii) if DTSC determines that conditions require DTSC to exercise its authority to abate the endangerment, the Agency may stop further implementation of this Oversight Agreement as it applies to a Property or group of Properties. However, if the Agency stops implementation, the Agency must meet the conditions under Section 12 of this Exhibit (Notification of Environmental Condition) and, if necessary, must revise the applicable Scope of Work and meet the stop-work conditions as provided in Section 23 of this Exhibit (Amendments). If DTSC determines that an endangerment is the result of Agency actions that have caused a release of hazardous substances or

substantially worsened the endangerment, the Agency will take those reasonable steps DTSC determines are necessary to mitigate the condition that the Agency caused or substantially worsened and to secure the Property or group of Properties in order to avoid endangerment to the community. These steps may include installing a protective cover, constructing fencing and signage or other appropriate means to protect public health and the environment. The Agency will not be compelled to fully assess or mitigate a release of hazardous substances if DTSC determines that the Agency did not cause or substantially worsen the release.

6. Condition Precedent. It is expressly understood and agreed that DTSC's receipt of the advance payment described in subsection 2.7.1 of this Oversight Agreement is a condition precedent to any obligation of DTSC to provide consultation, oversight, review and/or comment on documents or to provide any work or perform any activity pursuant to this Oversight Agreement.

7. Record Retention. DTSC will retain all cost records associated with the work performed under this Oversight Agreement for such time periods as may be required by applicable state law. The Agency may request to inspect all documents that support DTSC's cost determination in accordance with the Public Records Act, Government Code section 6250 et seq.

8. Project Coordinator. The work performed for each Property or group of Properties pursuant to this Oversight Agreement will be under the direction and supervision of a qualified Project Coordinator, with expertise in hazardous substance and hazardous waste site cleanup. For each Property or group of Properties, the Agency will submit: a) the name and address of the Project Coordinator; and b) in order to demonstrate expertise in hazardous substance and hazardous waste site cleanup, the resume of the Project Coordinator. The Agency will promptly notify DTSC of any change in the identity of the Project Coordinator. All engineering and geological work shall be conducted in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

9. Access. If DTSC determines access is necessary in order to perform any of the tasks contained in Exhibit C (Technical Consultation) or Exhibit D (Remediation Oversight), the Agency will exercise its best efforts to provide access for DTSC and its representatives to the Property or group of Properties subject to this Oversight Agreement for which access is needed. In the event that such access is not provided, it is understood that the implementation of tasks identified in this agreement for the Property or group of Properties for which access cannot be obtained may not proceed. The Agency will also exercise its best efforts to provide access for DTSC and its representatives access and/or obtain access to any area beyond the boundaries of the Property or group of Properties subject to this Oversight Agreement to which access is necessary to implement this Oversight Agreement. To the extent such access is obtained by the Agency, such access will be provided to DTSC's employees, contractors, and consultants at all reasonable times. 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. To the extent such access can be legally obtained by DTSC or the Agency, DTSC and its authorized representatives shall have the authority to enter and move freely about all of the property at each Property or group of Properties at all reasonable times for purposes including, but not limited to: inspecting records and operating logs, sampling activities, administering any other aspects of this Oversight Agreement relating to the Property or group of Properties, reviewing the progress of the Agency in carrying out the terms of this Oversight Agreement, conducting such tests as DTSC may determine are necessary, and verifying the data submitted to DTSC by the Agency.

10. Sampling, Data and Document Availability. The Agency will submit to DTSC a listing of all known reports in its possession, including sample analysis results, environmental assessment reports, and any other information in its possession pertinent to the hazardous substance and hazardous waste management and/or release, characterization and cleanup of a Property or group of Properties. The Agency will provide copies of any non-privileged reports or information requested by DTSC and will identify privileged or other confidential documents that the Agency is not providing. The Agency will also inform DTSC of any other known reports and documents, not in its possession, pertinent to the hazardous substance and hazardous waste management and/or release, characterization and cleanup of a Property or group of Properties, including the name of the document (if known) and the identity and address of the person/entity with possession of the document (if known).

11. Notification of Field Activities. The Agency will inform DTSC at least seven (7) days in advance of all field activities which the Agency undertakes, including activities the Agency directs a third party to undertake, pursuant to this Oversight Agreement at each Property or group of Properties and will allow DTSC and its authorized representatives to take duplicates of any samples collected by the Agency pursuant to this Oversight Agreement.

12. Notification of Environmental Condition. The Agency shall notify DTSC's Agreement Manager immediately upon learning of any condition posing an immediate threat to public health or safety or the environment. Within seven (7) days of the Agency's discovery of such a condition, the Agency shall submit a brief report to DTSC, setting forth the events that occurred and the measures taken, if any, in response to those events.

13. Preservation of Documentation. The Agency will maintain a central repository of the data, reports, other documents that it prepares pursuant to this Oversight Agreement and other documents relevant to the activities conducted under this Oversight Agreement. All such data, reports and other documents regarding a specific Property or group of Properties will be preserved by the Agency for a minimum of six (6) years after the conclusion of all activities carried out under this Oversight Agreement with respect to that Property or group of Properties. If DTSC requests that some or all of these documents be preserved for a longer period of time, the Agency will either: (i) comply with that request, (ii) deliver the documents to DTSC, or (iii) permit DTSC to copy the documents prior to destruction. Following the expiration of the six-year minimum retention period for documents regarding a Property or group of Properties, the Agency will notify DTSC in writing at least ninety (90) days before destroying any documents prepared pursuant to this Oversight Agreement with respect to that Property or group of Properties. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six year period with respect to a Property or group of Properties, the related records will be retained until the completion and resolution of all issues arising from that action or until the end of the six-year period, whichever is later.

14. Time Periods. Unless otherwise specified, time periods begin from the date this Oversight Agreement is fully executed, and "days" means calendar days. "Business days" means all calendar days that are not weekends or official State holidays.

15. Agency Liabilities. This Oversight Agreement shall not be construed in any manner as an admission by the Agency of any fact or liability of any kind, nor shall this Oversight Agreement be considered or interpreted as an admission or an assumption by the Agency of any liability or acknowledgment of liability or responsibility for the investigation or assessment of, response or remediation to any environmental condition on any Property or group of Properties or the costs of such activities, for which the Agency is not otherwise liable or responsible. Nothing in this Oversight Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of Agency's past, current, or future operations. Nothing in this Oversight 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 release, discharge, deposit or disposal of hazardous substances or hazardous wastes at the Property or group of Properties or at any other location, if such hazardous substances or hazardous wastes are removed from a Property or group of Properties.

16. State Government Liabilities. The State of California (State) shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the Agency or its directors, officers, employees, agents, representatives, successors, assigns, contractors or consultants in carrying out any action or activity pursuant to this Oversight Agreement. Neither DTSC nor the State may be deemed to be a party to any contract entered into by the Agency or its directors, officers, employees, agents, successors, assigns, contractors or consultants in carrying out any action or activity pursuant to this Oversight Agreement.

17. Third Party Actions. In the event that the Agency is a party to any suit or claim for damages or contribution to which DTSC is not a party, relating to a Property or group of Properties subject to this Agreement, the Agency will notify DTSC in writing within ten (10) days after service of the complaint in the third-party action. However, failure to give such notice within 10 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.

18. Reservation of Rights. DTSC and the Agency each reserve the following rights.

a. DTSC reserves its right to pursue cost recovery under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, California Health and Safety Code sections 25201.9, 25343, 25360, 33459.3, subdivision (m) and any other law. The Agency reserves its rights to pursue cost recovery under the California Health and Safety Code section 33459-33459.8 (Polanco Act) and any other applicable section of the law.

b. Nothing in this Oversight Agreement is intended or shall be construed to limit, preclude or affect the authority of DTSC to pursue any legal, equitable or administrative remedies pursuant to state or federal law or to take any action authorized by law or equity to protect public health and safety or the environment and recovering the costs thereof, including DTSC's authority to take action, or require other persons to take action, under chapter 6.5 or chapter 6.8 of division 20 of the Health and Safety Code or under the Polanco Act and to recover DTSC's costs for those actions.

c. Nothing in this Oversight Agreement shall constitute or be construed as a waiver, defense to, or limitation on of the Agency's rights (including any covenant not to sue or release), with respect to any claim, cause of action, or demand in law or equity that the Agency may have against any person, as defined in section 101(21) of CERCLA, or Health and Safety Code section 25319, who is not a signatory to this Oversight Agreement.

19. Compliance with Applicable Laws. Nothing in this Oversight Agreement relieves the Agency from complying with all applicable laws and regulations, and the Agency will conform to all actions required by this Oversight Agreement to all applicable federal, state and local laws and regulations.

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

21. Parties Bound. This Oversight Agreement applies to and is binding, jointly and severally, upon each signatory and upon any successor agency of either the Agency or the State of California that may have responsibility for and jurisdiction over the subject matter of this Oversight Agreement. No change in the ownership or corporate or business status of a Property or group of Properties or any owner of a Property or group of Properties shall alter any signatory's responsibilities under this Oversight Agreement.

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

23. Amendments. Except as otherwise specified in this section and in section 2.2 of this Oversight Agreement, this Oversight Agreement may be amended as specified in this section to withdraw any Property or group of Properties from this Oversight Agreement. The Agency may withdraw a Property or group of Properties from this Oversight Agreement by giving written notice to DTSC that the Agency will stop work on that Property or group of Properties within the next thirty (30) days. DTSC may withdraw a Property or group of Properties by giving written notice to the Agency that DTSC will stop work on that Property or group of Properties within the next thirty (30) days. The effective date of withdrawal is the end of the 30 day notice period. Prior to stopping work on a Property or group of Properties, the Agency must ensure that the Property or group of Properties will pose no greater public health or environmental risk than it posed prior to the Agency's activities on the Property or group of Properties. In the event that the Agency withdraws a Property or group of Properties from this Oversight Agreement, the Agency will

be responsible for DTSC's costs through the effective date of withdrawal. The Scope of Work may be amended by mutual written agreement of the parties. Such amendments or modifications are effective on the third business day following the day the last Party signing the amendment or modification sends its notification of signing to the other Party. The Parties may agree to a different effective date. An amendment to incorporate a Property or group of Properties into this Oversight Agreement and to incorporate by reference site-specific Exhibits for that Property or group of Properties shall be made as specified in subsections 2.1, 2.2, and 2.3 of this Oversight Agreement.

24. Termination for Convenience. Except as otherwise provided in this Section, each Party to this Oversight Agreement reserves the right to unilaterally terminate this Oversight Agreement for any reason. Termination requires that either Party give a thirty (30) day advance written notice of the election to terminate this Oversight Agreement to the other Party. Prior to termination the Agency must ensure that the Property or group of Properties will pose no greater public health or environmental risk as a result of the Agency activities than it posed prior to the Agency's activities at the Property or group of Properties. In the event that this Oversight Agreement is terminated under this section and subject to Section 2.7 of the Oversight Agreement, the Agency will be responsible for DTSC's costs through the effective date of termination.

**EXHIBIT G**

**SAMPLE RESOLUTION AUTHORIZING AGENCY TO CONTRACT WITH DTSC**

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

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

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

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

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

Signed: \_\_\_\_\_  
Title of Authorized Official, the Agency will be responsible for DTSC costs through the effective date of termination.

Date: \_\_\_\_\_