



COUNTY OF LOS ANGELES

FIRE DEPARTMENT SITE MITIGATION UNIT

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

Refer reply to
Health Hazardous Materials Division
5825 Rickenbacker Rd.
Commerce CA 90040-302

IN THE MATTER OF:)
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Respondent)
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SMU No:

CORRECTIVE ACTION
CONSENT AGREEMENT

Health and Safety Code
Sections 25187 and 25200.14

INTRODUCTION

1. The Site Mitigation Unit (SMU) of the County of Los Angeles Fire Department and _____ (Respondent) enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:
 - 1.1 The SMU has satisfied Unified Program Agency qualification criteria specified in California Code of Regulations Title 22 Chapter 50, article 1.5 and is authorized to implement environmental assessment and corrective action pursuant to Health and Safety Code §25187, 25187.1, and 25404.1. Corrective action involves SMU oversight of remediation of contaminated sites within the jurisdiction of the Los Angeles County Certified Unified Program Agency and within the cities of Los Angeles and Santa Monica. Corrective action is necessary to ensure protection of public health and the environment and to facilitate the clean-up of hazardous waste sites in an expeditious manner. Jurisdiction exists pursuant to Health and Safety Code §25187 and 25200.14, which authorize SMU to issue an order to require corrective action when SMU determines that there is or may be a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility.
 - 1.2 Respondent is the _____ of a hazardous waste facility located at _____ (Facility). Respondent agrees to implement all SMU-approved workplans and to undertake all actions required by the terms and conditions of this Consent Agreement
 - 1.3 The terms used in this Consent Agreement are as defined in California Code of Regulations, Title 22, §66260.10, except as otherwise provided.

1.4 Respondent waives any right to request a hearing on this Consent Agreement pursuant to Health and Safety Code §25187.

Please type or print in capital letters the following information:

Site (Facility) Name: _____ **Assessor's Parcel Number:** _____

Facility Address: _____
Street City State Zip Code

Property Owner: _____

Mailing Address: _____
Street City State Zip Code

Contact Person: _____ Telephone: _____
Cell Phone _____
Facsimile: _____
E-mail: _____

Respondent/Applicant: _____

Contact Person: _____ Telephone: _____
Cell Phone _____
Facsimile: _____
E-mail: _____

Company Name: _____

Mailing Address: _____
Street City State Zip Code

Billing Contact: _____

Company Name: _____

Billing Address: _____
Street City State Zip Code

Phone Number _____

Consultant _____

Company Name: _____

Mailing Address: _____
Street City State Zip Code

Phone Number _____

FINDINGS OF FACT

- 2.1 On _____, Respondent submitted a _____ to identify and address areas of concern (AOCs) that either have released or may possibly release hazardous waste or hazardous waste constituents into the environment.
- 2.2 Based on the information available, SMU concludes that further investigation is needed to determine the nature and extent of any release of hazardous waste or hazardous waste constituents in the SWMUs and AOCs identified in the submitted assessment report(s).

PROJECT COORDINATOR

3. Within 14 days of the effective date of this Consent Agreement, SMU and Respondent shall each designate a Project Coordinator and shall notify each other in writing (US Mail/e-mail) of the Project Coordinator selected. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Agreement and for designating a person to act in his/her absence. Each party may change its Project Coordinator with at least seven days prior written notice.

WORK TO BE PERFORMED

4. Respondent agrees to perform the work required by this Consent Agreement in accordance with the applicable state and federal laws and their implementing regulations and guidelines.

INTERIM MEASURES

- 5.1 Respondent shall evaluate available data and assess the need for interim measures (IM) in addition to those specifically required by this Consent Agreement. IM shall be used whenever possible to control or abate immediate threats to human health and/or the environment, and to prevent and/or minimize the spread of contaminants while long-term corrective action alternative are being evaluated.
- 5.2 Within 30 days of the effective date of this Consent Agreement, Respondent shall submit a Current Conditions Report to SMU. The Current Conditions Report is subject to approval by SMU and shall be developed in a manner consistent with the Scope of Work for a "Facility Investigation Workplan", Section B, contained in Attachment 1. The Current Conditions Report shall contain an assessment of IM. The assessment must also identify any additional data needed for making decisions on IM. SMU will review the Respondent's assessment and determine which IM, if any, Respondent will implement at the Facility. If deemed appropriate by SMU, such determination may be deferred until additional data are collected.
- 5.3 If, at any time, Respondent identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous waste constituents, or discovers new solid waste management units not previously identified, Respondent shall notify SMU Project Coordinator orally within 48 hours of discovery and notify SMU in writing within 10 day of discovery summarizing the findings, including the immediacy and magnitude of the potential threat to human health and/or the environment. Within 30 days of receiving SMU's written request, Respondent shall submit an IM workplan consistent with the Scope of Work in Attachment 2.
- 5.4 If SMU identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous waste constituents, or discovers new solid waste management units not previously identified, SMU will notify Respondent in writing.

Within 30 days of receiving SMU's written notification, Respondent shall submit to SMU for approval an IM workplan consistent with the Scope of Work in Attachment 2.

- 5.5 All IM workplans shall ensure that the IM are designed to mitigate current or potential threats to human health and/or the environment, and should, to the extent practicable, be consistent with the objectives of and contribute to the performance of any remedy which may be required at the Facility.
- 5.6 Concurrent with the submission of an IM workplan, Respondent shall submit to SMU a Health and Safety Plan in accordance with the Scope of Work for a Health and Safety Plan (HSP) contained in Attachment 3, which meets the requirements of CCR Title 8, §5192, "Hazardous Waste Operations and Emergency Response." The HSP should include but not limited to: Site map, key personnel, responsibilities and qualifications, job hazard analysis, risk assessment summary, exposure monitoring plan, protective equipment, work zones and security measures, decontamination procedures, general safe work practices, standard operating procedures, nearest hospital location and map, contingency plan, training requirements and documentation of the medical surveillance program.
- 5.7 Concurrent with the submission of an IM workplan, Respondent shall submit to SMU for approval a Community Profile in accordance with Attachment 4, Community Profile Outline. Based on the information provided in the Community Profile, if SMU determines that there is a high level of community concern about the Facility, SMU may require Respondent to prepare a Public Participation Plan.

FACILITY INVESTIGATION

- 6.1 Within 30 days of the effective date of this Consent Agreement, Respondent shall submit to SMU a Current Conditions Report, a Facility Investigation Workplan (FI Workplan) and a HSP. The Current Conditions Report and FI Workplan shall be developed in a manner consistent with the Scope of Work for a Facility Investigation contained in Attachment 1.
- 6.2 The FI Workplan shall detail the methodology to: (1) gather data needed to make decisions on interim measures/stabilization during the early phases of the Facility Investigation; (2) identify and characterize all sources of contamination; (3) define the nature, degree and extent of contamination; (4) define the rate of movement and direction of contamination flow; (5) characterize the potential pathways of contaminant migration; (6) identify actual or potential human and/or ecological receptors; and (7) support development of alternatives from which a corrective measure will be selected by SMU. A specific schedule for implementation of all activities shall be included in the FI Workplan.
- 6.3 Respondent shall submit to SMU a Facility Investigation Report in accordance with SMU approved FI Workplan schedule.
- 6.4 SMU may require Respondent to prepare a FI Summary Fact Sheet (Fact Sheet). The Fact Sheet shall be submitted to SMU in accordance with the schedule contained in the approved FI Workplan. SMU will review the Fact Sheet and notify Respondent in writing of SMU's approval or disapproval, including any comments and/or modifications. Respondent shall mail the approved

Fact Sheet to all individuals on a mailing list established pursuant to California Code Regulations, Title 22, § 66271.9(c)(1)(D), within 30 calendar days of receipt of written approval.

- 6.5 Concurrent with the submission of a FI Workplan, Respondent shall submit to SMU for approval a Community Profile in accordance with Attachment 4. Based on the information provided in the Community Profile and any Supplement information, if SMU determines that there is a high level of community concern about the Facility, Respondent shall prepare a Public Participation Plan.

RISK ASSESSMENT

7. Based on the information available to SMU, Respondent may be required to conduct a health risk assessment (HRA) to evaluate potential human health risk and ecological risk and to establish site-specific action levels and cleanup standards. If SMU determines that a HRA is required, Respondent shall submit to SMU for approval a HRA within 30 days of receipt of SMU's determination. After SMU's initial review of the HRA, it will be forwarded to the State Office of Environmental Health Hazard Assessment (OEHHA) for their review and approval. OEHHA is currently contracted by SMU to provide risk assessment consultation services. The Respondent must provide SMU a letter stating that all OEHHA consultation fees incurred by SMU will be reimbursed by the Respondent.

CORRECTIVE MEASURES STUDY

- 8.1 Respondent shall prepare a Corrective Measures Study (CMS), if contaminant concentrations exceed state/federal remediation goals/screening levels or action levels established by HRA.
- 8.2. Respondent shall submit a CMS workplan developed in a manner consistent with the Scope of Work in Attachment 5. The CMS workplan shall detail the methodology for developing and evaluating potential corrective measures to remedy any contamination at the Facility. The CMS workplan shall identify the potential corrective measures, including any innovative technologies that maybe used for the containment, treatment, remediation, and/or disposal of contamination.
- 8.3 Respondent shall prepare treatability studies for all potential corrective measures that involve treatment except where Respondent can demonstrate to SMU's satisfaction that they are not needed. The CMS workplan shall include, at a minimum, a summary of the proposed treatability study including a conceptual design, a schedule for submitting a treatability study workplan, or Respondent's justification for not proposing a treatability study.
- 8.4 Respondent shall submit a CMS Report to SMU for approval in accordance with SMU-approved CMS Workplan schedule. The CMS Report shall be developed in a manner consistent with the Scope of Work for a Corrective Measures Study contained in Attachment 5.

REMEDY SELECTION

9. SMU will provide the public with an opportunity to review and comment on the final draft of the CMS Report, proposed corrective measures for the Facility, and justification for selection of such corrective measures. Depending on the level of community concern, SMU may conduct a public hearing to obtain comments. Following the public comment period, SMU will approve final corrective measures or require Respondent to revise the CMS Report and/or perform additional CMS.

CORRECTIVE MEASURES IMPLEMENTATION

- 10.1 Within 30 days of Respondent's receipt of notification of SMU's approval of the corrective measures, Respondent shall submit to SMU a Corrective Measures Implementation (CMI) workplan developed in a manner consistent with Attachment 6.
- 10.2 Concurrent with the submission of a CMI workplan, Respondent shall submit to SMU a HSP in accordance with the Scope of Work in Attachment 3.
- 10.3 Respondent shall submit a Community Profile in accordance with Attachment 4. Based on the information provided in the Community Profile and any Supplement to the Community Profile, if SMU determines that there is a high level of community concern about the Facility, SMU may require Respondent to prepare a Public Participation Plan.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

11. Respondent must comply with the California Environmental Quality Act (CEQA) insofar as activities required by this Consent Agreement are projects subject to CEQA. Respondent shall provide all information necessary to facilitate any CEQA analysis. SMU will make an initial determination regarding the applicability of CEQA. If the activities are not exempt from CEQA, Respondent agrees to pay consultant fee for CEQA compliance. Respondent will conduct an Initial Study and based on the results of the Initial Study, SMU will determine if a Negative Declaration or an Environmental Impact Report (EIR) should be prepared. Respondent's consultant and/or SMU will prepare and process any such Negative Declaration. If an EIR is required, Respondent's consultant will prepare an EIR.

SMU APPROVAL

12. Respondent shall revise any workplan, report, specification, or schedule in accordance with SMU's written comments. Respondent shall submit to SMU any revised documents by the due date.

SUBMITTALS

- 13.1 Beginning with the first full month following the effective date of this Consent Agreement, Respondent shall provide SMU with quarterly progress reports of corrective action activities conducted pursuant to this Consent Agreement. The progress reports shall conform to the Scope of Work in Attachment 7. SMU may adjust the frequency of progress reporting to be consistent with site-specific activities.
- 13.2 Any report or other document submitted by Respondent pursuant to this Consent Agreement shall be signed and certified by the project coordinator, a responsible corporate officer, or a duly authorized representative.
- 13.3 Respondent shall provide an original hardcopy of all documents and a copy on a CD in either word or pdf format.

PROPOSED CONTRACTOR/CONSULTANT

14. All work performed pursuant to this Consent Agreement shall be under the direction and supervision of a professional engineer or registered geologist, registered in California, with expertise in hazardous waste site cleanup. Respondent's contractor or consultant shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 14 days of the effective date of this Consent Agreement, Respondent shall notify SMU Project Coordinator of the name,

title, and qualifications of the professional engineer or registered geologist and of any contractors or consultants and their personnel to be used in carrying out the terms of this Consent Agreement.

ADDITIONAL WORK

15. SMU may determine or Respondent may propose that certain tasks, including investigatory work, engineering evaluation, or procedure/methodology modifications are necessary in addition to, or in lieu of, the tasks and deliverables included in any part of SMU-approved workplans. SMU shall request in writing that Respondent perform the additional work and shall specify the basis and reasons for SMU's determination that the additional work is necessary. Within 14 days after the receipt of such determination, Respondent may confer with SMU to discuss the additional work SMU has requested. If required by SMU, Respondent shall submit to SMU a workplan for the additional work. Such workplan shall be submitted to SMU within 30 days of receipt of SMU's determination or according to an alternative schedule established by SMU. Upon approval of a workplan, Respondent shall implement it in accordance with the provisions and schedule contained therein. The need for, and disputes concerning, additional work are subject to the dispute resolution procedures specified in this Consent Agreement.

QUALITY ASSURANCE

- 16.1 All sampling and analyses performed by Respondent under this Consent Agreement shall follow applicable State and USEPA guidance for sampling and analysis. Workplans shall contain quality assurance/quality control and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the approved workplans must be approved by SMU prior to implementation, must be documented, including reasons for the deviations, and must be reported in the applicable report.
- 16.2 The names, addresses, and telephone numbers of the California State certified analytical laboratories Respondent proposes to use must be specified in the applicable workplans.

SAMPLING AND DATA/DOCUMENT AVAILABILITY

- 17.1 Respondent shall submit to SMU upon request the results of all sampling and/or tests or other data generated by its employees, agents, consultants, or contractors pursuant to this Consent Agreement.
- 17.2 Respondent shall notify SMU in writing at least three days prior to beginning each separate phase of field work approved under any workplan required by this Consent Agreement. If Respondent believes it must commence emergency field activities without delay, Respondent may seek emergency telephone or e-mail authorization from SMU Project Coordinator or, if the Project Coordinator is unavailable, his/her Supervisor, Manager, or Division Chief, to commence such activities immediately.
- 17.3 At the request of SMU, Respondent shall provide or allow SMU or its authorized representative to take a split or duplicate samples of all samples collected by Respondent pursuant to this Consent Agreement. Similarly, at the request of Respondent, SMU shall allow Respondent or its authorized representative to take split or duplicate samples of all samples collected by SMU under this Consent Agreement.

ACCESS

18. Subject to the Facility's security and safety procedures, Respondent agrees to provide SMU and its representatives access at all reasonable times to the Facility and any off-site property to which

access is required for implementation of this Consent Agreement and shall permit such persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Consent Agreement and that are within the possession or under the control of Respondent or its contractors or consultants.

RECORD PRESERVATION

19. If Respondent retains or employs any agent, consultant, or contractor for the purpose of carrying out the terms of this Consent Agreement, Respondent will require any such agents, consultants, or contractors to provide Respondent a copy of all documents produced pursuant to this Consent Agreement. Respondent shall retain during the pendency of this Consent Agreement all data, records, and documents that relate in any way to the performance of this Consent Agreement or to hazardous waste management and/or disposal at the Facility.

DISPUTE RESOLUTION

- 20.1 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 sole administrative procedures for resolving disputes arising under this Consent Agreement. If Respondent fails to follow the procedures contained in this section, it shall have waived its right to further consideration of the disputed issue.
- 20.2 If Respondent disagrees with any written decision by SMU pursuant to this Consent Agreement, Respondent's Project Coordinator shall orally notify SMU's Project Coordinator of the dispute. The Project Coordinators shall attempt to resolve the dispute informally.
- 20.3 If the Project Coordinators cannot resolve the dispute informally, Respondent's written objection must be forwarded to the Health Hazardous Materials Division Chief of the County of Los Angeles Fire Department with a copy to SMU's Project Coordinator. The written objection must be mailed to the Division Chief within 14 days of Respondent's receipt of SMU's written decision. Respondent's written objection must set forth the specific points of the dispute and the basis for Respondent's position.
- 20.4 SMU and Respondent shall have 14 days from SMU's receipt of Respondent's written objection to resolve the dispute through formal discussions. This period may be extended by SMU for good cause. During such a period, Respondent may meet or confer with SMU to discuss the dispute.
- 20.5 After the formal discussion period, SMU will provide Respondent with its written decision on the dispute. SMU's written decision will reflect any agreements reached during the formal discussion period and be signed by the Division Chief or his/her designee. SMU's written decision will be final.
- 20.6 During the pendency of all dispute resolution procedures set forth above, the time periods for completion of work required under this Consent Agreement that are affected by such dispute shall be extended for a period of time not to exceed the actual time taken to resolve the dispute. The existence of a dispute shall not excuse, toll or suspend any other compliance obligation or deadline required pursuant to this Consent Agreement.

RESERVATION OF RIGHTS

- 21.1 SMU reserves all of its statutory and regulatory powers, authorities, rights, and remedies, which may pertain to Respondent's failure to comply with any of the requirements of this Consent

Agreement. Respondent reserves all of its statutory and regulatory rights, defenses and remedies, as they may arise under this Consent Agreement. This Consent Agreement shall not be construed as a covenant not to sue, release, waiver, or limitation on any powers, authorities, rights, or remedies, civil or criminal, that SMU or Respondent may have under any laws, regulations or common law except as explicitly agreed to in this Consent Agreement.

- 21.2 SMU reserves the right to disapprove of work performed by Respondent pursuant to this Consent Agreement and to request that Respondent perform additional tasks.
- 21.3 SMU reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and/or remedial actions it deems necessary to protect human health an/or the environment. SMU may undertake response actions at any time. SMU reserves its right to seek reimbursement from Respondent for costs incurred by the County of Los Angeles with respect to such actions. SMU will notify Respondent in writing as soon as practicable regarding the decision to perform any work described in this section.
- 21.4 If SMU determines that activities in compliance or noncompliance with this Consent Agreement have caused or may cause a release of hazardous waste and/or hazardous waste constituents, or a threat to human health and/or the environment, or that Respondent is not capable of undertaking any of the work required, SMU may order Respondent to stop further implementation of this Consent Agreement for such a period of time as SMU determines may be needed to abate any such release or threat and/or to undertake any action which SMU determines is necessary to abate such release or threat. The deadlines for any actions required of Respondent under this Consent Agreement affected by the order to stop work shall be extended to take into account SMU actions.
- 21.5 This Consent Agreement is not intended to be nor shall it be construed to be a permit. This Consent Agreement is not a substitute for, and does not preclude SMU from requiring, any hazardous waste facility permit, post closure permit, closure plan or post closure plan. The parties acknowledge and agree that SMU's approval of any workplan, plan, and/or specification does not constitute a warranty or representation that the workplans, plans, and/or specifications will achieve the required cleanup or performance standards. Compliance by Respondent with the terms of this Consent Agreement shall not relieve Respondent of its obligations to comply with the Health and Safety Code or any other applicable local, state, or federal law or regulations.

OTHER CLAIMS

22. Except as specifically provided in this Consent Agreement, nothing in this Consent Agreement shall constitute or be construed as a release by SMU or Respondent from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the Facility.

COMPLIANCE WITH WASTE DISCHARGE REQUIREMENTS

23. Respondent shall comply with all applicable waste discharge requirements issued by the State Water Resources Control Board or a California Regional Water Quality Control Board.

OTHER APPLICABLE LAWS

24. All actions required by this Consent Agreement shall be conducted in accordance with the requirements of all local, state, and federal laws and regulations. Respondent shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations.

REIMBURSEMENT OF SMU'S COSTS

25. The Los Angeles County Code Title 12, Chapter 12.60 allows SMU to recover oversight costs from responsible parties (Respondent). An initial fee of \$1,974.00 and an hourly rate of \$158.27 are charged to the Respondent to recover the SMU staff time for review of site assessment and remediation activities, as approved by the County Auditor Controller (This initial fee and the hourly rate is subject to change on a fiscal-yearly basis). Hourly charges begin upon assignment of the case to an SMU Project Coordinator, after the Consent Agreement has been completed and signed. On sites requiring a health risk assessment (HRA), the submitted HRA will be reviewed by the State Office of Environmental Health Hazard Assessment (OEHHA). The Respondent is required to reimburse SMU for the cost incurred by OEHHA review. All invoices shall be paid within the specified time period to avoid penalties. Please make the initial fee check payable to **Los Angeles County Fire Department** and mail the check and a signed copy of this consent agreement to:

**FMD-RM
Attention Cashier
P.O. Box 910901
Los Angeles, CA 90091-0901.**

In addition, mail to **SMU Supervisor** the original of this Consent Agreement, a copy of the initial fee check and all the existing site investigation reports in hardcopy AND electronic (i.e., Word or pdf files on CD) formats to:

**SMU Supervisor
Health Hazardous Materials Division
5825 Rickenbacker Road
Commerce, CA 90040**

MODIFICATION

- 26.1 This Consent Agreement may be modified by mutual written agreement of the parties. Any agreed modification shall be in writing, shall be signed by both parties, shall have as its effective date the date on which it is signed by all the parties, and shall be deemed incorporated into this Consent Agreement.
- 26.2 Any requests for revision of an approved workplan requirement must be in writing. Such requests must be timely and provide justification for any proposed workplan revision. SMU has no obligation to approve such requests, but if it does so, such approval will be in writing and signed by the SMU Supervisor or his or her designee. Any approved workplan revision shall be incorporated by reference into this Consent Agreement.

TERMINATION AND SATISFACTION

- 27.1 If the Respondent ceases corrective action or SMU reimbursement payments before the site is satisfactorily mitigated (i.e., remediated), then, SMU at its discretion may file an Administrative Enforcement Order (AEO) and/or refer the site to the DTSC.

27.2 Upon the completion of site mitigation activities that adequately satisfy all SMU requirements, SMU will issue a closure (no further action letter) and close the project file – noting any restrictions (e.g., environmental deed restriction) or management requirements (e.g., ground surface cap and associated monitoring & maintenance).

EFFECTIVE DATE

28. The effective date of this Consent Agreement shall be the date on which this Consent Agreement is signed by all the parties. Except as otherwise specified, “days” means calendar days.

SIGNATORIES

29. Each undersigned representative certifies that he or she is fully authorized to enter into this Consent Agreement.

DATE: _____ BY: _____
Representing Respondent

Name and Title of Respondent’s Representative

DATE: _____ BY: _____
Site Mitigation Unit Supervisor