

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Village Park  
15150 Illinois Avenue  
Paramount, California 90723

Proponent:

City of Paramount  
16400 Colorado Avenue  
Paramount, California 90703  
Attn: John Moreno, City Manager

Docket No. HSA VCA-16/17-063

Voluntary Cleanup Agreement

Health and Safety Code  
Section 25355.5(a)(1)(C)

The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) enters into this Voluntary Cleanup Agreement (Agreement) with the City of Paramount (Proponent) and agrees as follows:

1. Site. This Agreement applies to the property located at 15150 Illinois Avenue, Paramount, in Los Angeles County, California 90723 (Site). The property is identified by Assessor's Parcel Number 6240-013-901. A Site diagram and a Site location map are attached as Exhibits A and B.

2. Jurisdiction. This Agreement is entered into by DTSC and Proponent pursuant to Health and Safety Code section 25355.5(a)(1)(C) which authorizes DTSC to enter into an enforceable agreement to oversee the investigation and/or remediation of a release or threatened release of any hazardous substance at or from the Site.

3. Purpose. The purpose of this Agreement is for DTSC to provide oversight for a Site Investigation Workplan, Implementation, and Report. If appropriate, DTSC will issue a "No Further Action" for the Site. The purpose of this Agreement is also for DTSC to obtain reimbursement from Proponent for DTSC's oversight costs incurred pursuant to this Agreement.

4. Ownership. The Site is owned by the City of Paramount.

5. Toxic Substances that may exist at the Site. Based on the information available to DTSC, lead may be present in surface soil on the Site that originated from an offsite source.

6. Scope of Work and DTSC Oversight. DTSC shall review and provide Proponent with written comments on all Proponent's deliverables as described in Exhibit

C (Scope of Work) and other documents applicable to the scope of the project. DTSC shall provide oversight of field activities, including sampling activities, as appropriate. Proponent agrees to perform all the Work required by this Agreement. Proponent shall perform the Work in accordance with applicable local, state and federal statutes, regulations, ordinances, rules and guidance documents, in particular, Health and Safety Code section 25300 et seq., as amended.

7. Additional Activities. DTSC and Proponent may amend this Agreement to include additional activities in accordance with Paragraph 17 of this Agreement. If DTSC expects to incur additional oversight costs for these additional activities, it will provide an estimate of the additional oversight costs to Proponent.

8. Endangerment Discovered During Implementation.

8.1. Proponent shall notify DTSC's Project Manager immediately upon learning of any condition on the Site during implementation that may pose an imminent threat to public health or safety. Within seven days of the onset of such a condition, Proponent shall furnish a report to DTSC, signed by Proponent's Project Manager, setting forth the conditions and events that occurred and the measures taken in response thereto.

8.2. In the event DTSC determines that any condition (whether or not pursued in compliance with this Agreement) may pose an imminent endangerment to the health or safety of people on the Site or in the immediate adjacent area, DTSC may order Proponent to conduct additional activities and DTSC and Proponent may then amend this Agreement to include such additional activities in accordance with Paragraph 7 or DTSC may order Proponent to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment. DTSC may request that Proponent implement interim measures to address any immediate threat or imminent or substantial endangerment.

9. Access. Proponent shall provide, and/or obtain access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement the Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of law.

10. Sampling, Data and Document Availability. When requested by DTSC, Proponent shall make available for DTSC's inspection, and shall provide copies of all data and information concerning discovered contaminated conditions at the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement. Proponent is not required to make available information that is privileged or otherwise protected from disclosure. For all final reports, Proponent shall submit one hard (paper) copy and one electronic copy with all applicable signatures and certification stamps as a text-readable Portable Document

Formatted (pdf) file Adobe Acrobat or Microsoft Word formatted file.

11. Record Preservation. Proponent shall retain, during the implementation of this Agreement and for a minimum of six years after completion of field activities, including sampling activities at the Site, all data, reports, and other documents that relate to the performance of this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, Proponent shall either comply with the request, deliver the documents to DTSC, or permit DTSC to copy the documents at Proponent's expense prior to destruction.

12. Notification of Field Activities. Proponent shall inform DTSC at least seven days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by Proponent pursuant to this Agreement.

13. Project Managers. Within 14 days of the effective date of this Agreement, DTSC and Proponent shall each designate a Project Manager and shall notify each other in writing of the Project Manager selected. Each Project Manager shall be responsible for overseeing the implementation of this Agreement and for designating a person to act in his/her absence. All communications between DTSC and Proponent, and all notices, documents and correspondence concerning the activities performed pursuant to this Agreement shall be directed through the Project Managers. Each party may change its Project Manager with at least seven days prior written notice.

14. Proponent's Consultant and Contractor. All work performed pursuant to this Agreement shall be under the direction and supervision of a professional engineer or professional geologist, licensed in California, with expertise in hazardous substances site cleanup. Proponent's Project Manager, contractor or consultant shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 14 days of the effective date of this Agreement, Proponent shall notify DTSC in writing of the name, title, and qualifications of the professional engineer or professional geologist and of any contractors or consultants and their personnel to be used in carrying out the work under this Agreement in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

15. DTSC Review and Approval. All Work performed pursuant to this Agreement is subject to DTSC's review and approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement, DTSC may (a) return comments to Proponent with recommended changes and a reasonable date by which the Proponent must submit to DTSC a revised document incorporating or addressing the recommended changes; or (b) modify the document in consultation with Proponent and approve the document as modified. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to Proponent in writing by DTSC's Project Manager or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the

Proponent shall be construed to relieve Proponent of the obligation to obtain such written approvals.

## 16. Payment.

16.1. Proponent agrees to pay 1) all agreed upon costs incurred by DTSC in providing oversight pursuant to this Agreement, including review of the documents described in Exhibit C and associated documents, and oversight of field activities. Costs incurred include interest on unpaid amounts that are billed and outstanding more than 60 days from the date of the invoice. An estimate of DTSC's oversight costs is attached as Exhibit D. It is understood by the parties that Exhibit D is an estimate and cannot be relied upon as the final cost figure; provided however, that any final cost figure exceeding ten (10%) percent of the estimated cost identified under Exhibit D shall be required to be sent to the project Proponent before payment. DTSC may provide an updated or revised cost estimate as the Work progresses. DTSC will bill Proponent quarterly. Proponent agrees to make payment within 60 days of receipt of DTSC's billing. Proponent may have the consultant designated under this Agreement make payments to DTSC on its behalf. Such billings will reflect any amounts that have been advanced to DTSC by Proponent.

16.2. In anticipation of oversight activities to be conducted, Proponent shall make an advance payment of \$ 2,600.00 to DTSC no later than 21 days after this Agreement is fully executed. Proponent may have the consultant designated under this Agreement make the advance payment to DTSC on its behalf. It is expressly understood and agreed that DTSC's receipt of the entire advance payment as provided in this paragraph is a condition precedent to DTSC's obligation to provide oversight, review of or comment on documents. If the advance payment exceeds DTSC's final costs, DTSC will refund the difference within 120 days after the performance of this Agreement is completed or after this Agreement is terminated pursuant to Paragraph 18 of this Agreement.

16.3. All payments made by Proponent pursuant to this Agreement shall be by check payable to the "Department of Toxic Substances Control", and bearing on its face the project code for the Site (Site #301780) and the docket number of this Agreement. Upon request by Proponent, DTSC may accept payments made by credit cards. Payments by check shall be sent to:

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

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

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

17. Amendments. This Agreement may be amended in writing by mutual agreement of DTSC and Proponent. Such amendment shall be effective the third business day following the day the last party signing the amendment sends its notification of signing to the other party. The parties may agree to a different effective date.

18. Termination for Convenience. Except as otherwise provided in this paragraph, each party to this Agreement reserves the right to unilaterally terminate this Agreement for any reason. Termination may be accomplished by giving a 30-day advance written notice of the election to terminate this Agreement to the other party. In the event that this Agreement is terminated under Paragraph 18, Proponent shall be responsible for DTSC costs through the effective date of termination.

19. Incorporation of Exhibits, Plans and Reports. All exhibits are incorporated into this Agreement by reference. All plans, schedules and reports that require DTSC's approval and are submitted by Proponent pursuant to this Agreement are incorporated in this Agreement upon DTSC's approval.

20. Reservation of Rights. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies under applicable laws to protect public health or the environment, including the right to recover its costs incurred therefor. Proponent reserves all of its statutory and regulatory rights, defenses and remedies available to Proponent under applicable laws..

21. Non-Admission of Liability. By entering into this Agreement, Proponent does not admit to any finding of fact or conclusion of law as to the subject matter of this Agreement or any fault or liability under applicable laws.

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

23. Third Party Actions. In the event that Proponent is a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, Proponent shall notify DTSC in writing within 10 days after service of the complaint in the third-party action. Proponent shall pay all reasonable costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas; provided, however, that Proponent shall not be responsible for payment to DTSC of any legal fees, including attorneys' fees.

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

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

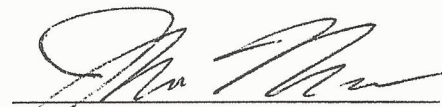
26. Parties Bound. This Agreement applies to and is binding, jointly and severally, upon Proponent and its officers, directors, agents, receivers, trustees, employees, contractors, consultants, successors, and assignees, and upon DTSC and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Agreement.

27. Effective Date. The effective date of this Agreement is the date of signature by DTSC's authorized representative after this Agreement is first signed by Proponent's authorized representative. Except as otherwise specified, "days" means calendar days.

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

29. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

 Date: 1-4-17  
Tedd Yargeau, Senior Scientist  
Brownfields and Environmental Restoration Program  
Department of Toxic Substances Control

 Date: 1-3-17  
John Moreno, City Manager  
City of Paramount

## EXHIBITS

A - SITE LOCATION MAP

B - SITE DIAGRAM

C - SCOPE OF WORK

D – COST ESTIMATE

E - SCHEDULE

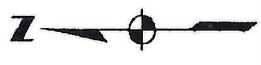






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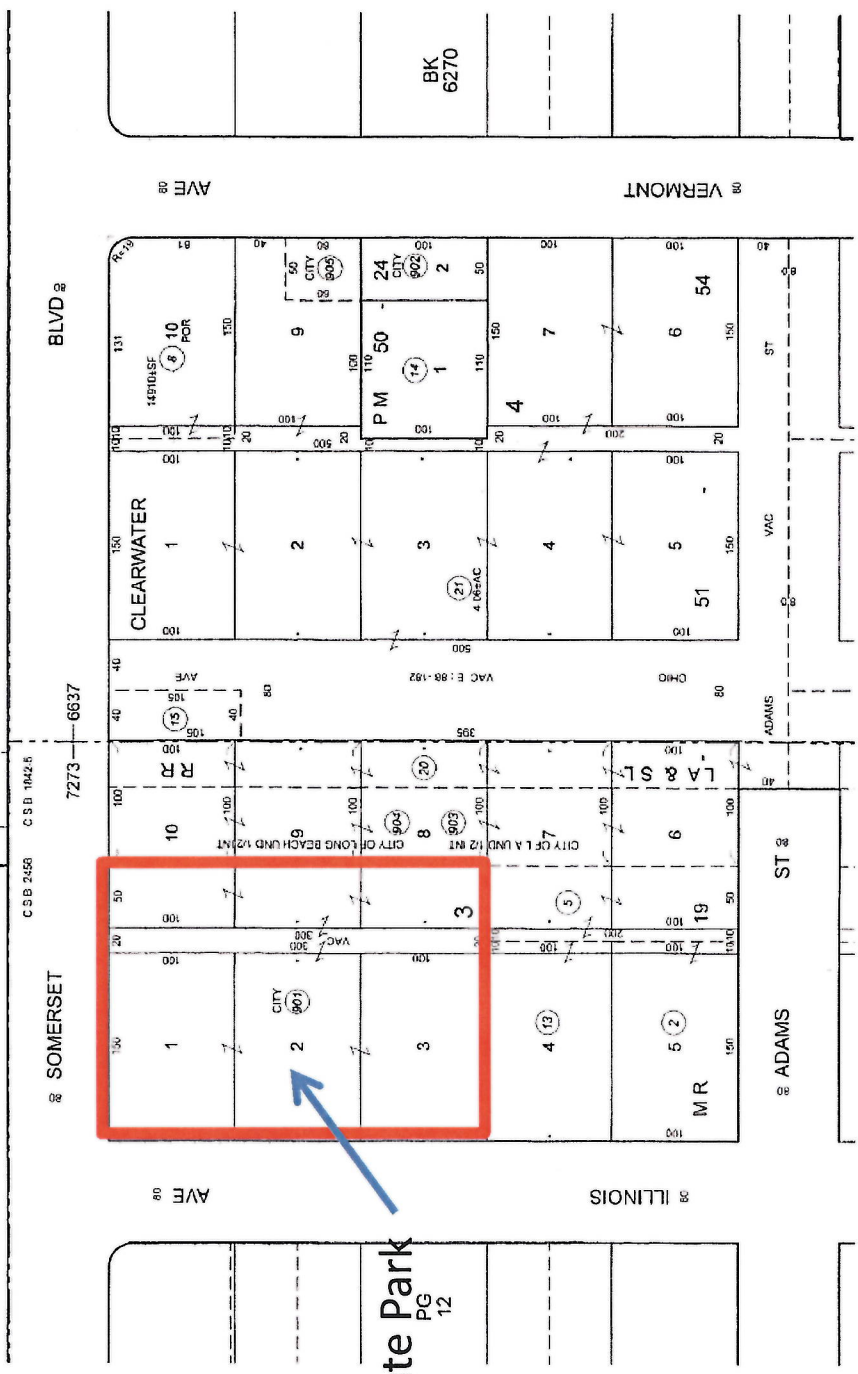
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MAPPING AND GIS  
SERVICES  
SCALE 1" = 60'

# Village Skate Park

PG  
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## EXHIBIT C SCOPE OF WORK

### TASK 1.

#### Site Investigation (SI)

1.1 SI Workplan. Proponent shall prepare a Site Investigation (SI) Workplan describing current and historical site information, sampling data, and propose sampling locations to address potential release of contaminants. DTSC shall review Workplan and if necessary, Proponent shall revise the Workplan based on DTSC's comments; provided, however, that DTSC will first meet with Proponent to discuss any such reasonable revisions to the SI Workplan prior to finalization.

1.2 Field Oversight. The Proponent will begin implementation of the approved workplan in accordance with the approved implementation schedule. DTSC will provide oversight of workplan implementation.

1.3 SI Report. Proponent shall prepare an Investigation Report describing the sampling activities performed and data obtained, and an evaluation of the human health and environmental risk (if any) the Site may pose. DTSC will review and comment on the Investigation Report. If necessary, Proponent shall revise the Report based on DTSC's comments; provided, however, that DTSC will first meet with Proponent to discuss any such reasonable revisions to the Investigation Report prior to finalization.

# EXHIBIT D

## COST ESTIMATE WORKSHEET

### VOLUNTARY CLEANUP AGREEMENT

Project Name: Village Park (City of Paramount)

Title	VCP Coord.	Project Manager		Supervisor		Toxicology	Geology	Industrial Hygiene	Legal	Public Particip	CEQA	Clerical
Classification	Sr. ES	ES	HSE	EPMI	HSES	Staff Toxicologist	Eng Geol.	Assoc IH	Attorney	PPS	AEP	WPT
<b>TASK:</b>												
Agreement Prep./Negotiation	2											
Review and comment on PEAE Documents												
General Project Oversight (meetings and communications)			2		1			1				1
Site Characterization												
- Workplan			20			4	10	1				1
- Implementation			8				8					
- Report			24		1	8	12					1
Risk Assessment												
Public Participation			8		1	4				16		2
CEQA NOE												
Removal Action Workplan												
Implement RAW												
Remedial Design												
Completion Report												
Certification			4		1							1
Deed Restriction												
Technical/Management meeting												
Operation & Maint												
Total No. Hours/Class	0	0	66	0	4	16	30	2	0	16	0	6
Hourly Rate/Class	159	138	203	260	251	187	204	159	184	125	131	76
Cost/Class	0	0	13398	0	1004	2992	6120	318	0	2000	0	456
<b>Grand Total Cost</b>	<b>\$26,288</b>											

## EXHIBIT E

### PROJECT SCHEDULE

TASK	TIMELINE
Agreement Execution	January 2017
Proponent to submit Site Investigation (SI) Workplan to DTSC for review and comment	Within 30 days after agreement execution
DTSC to review and comment on SI Workplan	Within 30 days after submittal of SI Workplan
Proponent to implement SI Workplan	Within 30 days after DTSC approval of SI Workplan
Proponent to submit SI Report	Within 45 days after completion of SI Fieldwork
DTSC to review and comment on SI Report	Within 30 days of receipt of SI Report
Proponent to submit revised final SI Report based on DTSC comments	Within 30 days after receipt of DTSC comments
DTSC to review and approve final SI Report	Within 30 days after receipt of final SI Report
DTSC to issue "No Further Action" letter, if appropriate	Within 15 days after approval of final SI Report