



LOCAL VOLUNTARY CLEANUP PROGRAM
REMEDIAL ACTION AGREEMENT

Site Information		
Location of Release Site:		FA#:
Responsible Party Name:		PR#:
Mailing Address:	City, State, Zip Code:	
Title:	Phone:	e-mail address:
Authority		
<p>This agreement is entered into by the San Joaquin County Environmental Health Department (EHD) and the Responsible Party pursuant to California Health and Safety Code Section 101480. This section allows for a Responsible Party to request the EHD to oversee the characterization and cleanup of a site with a release of waste.</p>		
EHD Scope of Work/Oversight Activities		
<p>The EHD will provide oversight of the investigation and the remediation activities, which are conducted by the Responsible Party to meet the cleanup goals determined necessary by the EHD to protect human health or safety of the environment, and if met, constitute a permanent remedy to the release of waste. The EHD will provide work plan and report review services and oversight of field activities, including sampling and remedial activities, as appropriate.</p>		
Methods of Testing, Monitoring, Analysis, Investigative and Remedial Actions		
<p>The specific methods of testing, monitoring, analysis, and investigative actions shall be proposed by the Responsible Party in work plans, reports, or other appropriate documents, and shall be approved by the EHD prior to implementation. All work plans, reports or other documents shall be prepared and signed by the appropriate qualified individual based on the information contained in the document. The investigative actions shall continue until the full type and extent of the contamination caused by the released waste is determined.</p> <p>If the EHD determines that any work plan, report, schedule, or other document submitted for approval pursuant to this agreement fails to comply with any established law, regulation or related guidance, or fails to protect human health or safety or the environment, the EHD shall return comments to the Responsible Party with recommended changes or adjustments.</p> <p>The remedial actions taken to remove or reduce the contamination shall be proposed by the Responsible Party based on the information gathered during the investigation and shall be sufficient to meet the cleanup goals necessary to protect human health or safety or the environment, including the ground and surface waters. The EHD may require further remedial actions if necessary to meet the clean up goals.</p> <p>Upon request, the Responsible Party shall make available to the EHD copies of all data and information concerning the contamination at the Site, including technical reports and contractual documents, sampling and monitoring information, and photographs and maps. All work shall be conducted in accordance with all applicable laws and regulations.</p>		

Cleanup Goals

The cleanup goals for all release sites shall be sufficient to protect human health or safety or the environment, including ground and surface waters. In determining the site specific final cleanup goals for a release, the EHD shall utilize established guidance and tools related to human health screening and risk, as well as guidance and tools established to protect of the high quality and current and future beneficial uses of ground and surface waters.

Upon the EHD determination that all remedial actions have been completed and that a permanent remedy for the release of the waste has been achieved, the EHD shall provide the Responsible Party with documentation that describes the release of the waste that occurred, the remedial actions taken, and certifies that the cleanup goals were accomplished.

Termination, Payment and Cost Recovery

Any party may voluntarily terminate this Agreement for any reason. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate to the other party. In the event that this Agreement is terminated, the Responsible Party shall be responsible for EHD costs through the effective date of termination.

Pursuant to California Health and Safety Code Section 101490, the Responsible Party agrees to pay all costs incurred by the EHD in providing oversight pursuant to this agreement. All staff oversight costs are calculated at the current hourly rate as approved in the EHD Fee Schedule. Any costs not prepaid shall be billed to the Responsible Party and shall be paid within 30 days. All unpaid costs shall be penalized and recovered pursuant to the EHD Fee Schedule and all applicable laws and regulations.

Signatures

Each of the undersigned hereby certifies that he or she is authorized to enter into and abide by the terms and conditions of this Agreement.

EHD Representative Signature:

EHD Representative Printed Name:

Title:

Date:

Responsible Party Signature:

Responsible Party Printed Name:

Title:

Date: