



County of Santa Cruz

Health Services Agency ♦ Environmental Health



701 Ocean Street, Room 312, Santa Cruz, CA 95060
(831) 454-2022 TDD/TTY -Call 711 www.sceeh.com
EnvironmentalHealth@santacruzcounty.us

REMEDIAL ACTION AGREEMENT

DATE

RP Name

Entity

Address

City, State, Zip

[Email](#)

SUBJECT: *Performance of Remedial Action and Investigation, Project Name and Address*

Dear RP Name:

The County of Santa Cruz Environmental Health Division (CSCEHD) has received the following document for the subject site: *DOCUMENT NAME* (dated DATE, by CONSULTANT NAME). Thank you for the submittal. Based on a brief review of the report, it appears that a discharge of waste¹ to SOIL, SOIL GAS, AND/OR GROUNDWATER in the form of COMPOUND NAMES has occurred at the subject site, requiring further characterization and possible remediation of a potential threat to human health or the environment.

CSCEHD is assuming the role as the regulatory oversight agency for characterization and potential remediation of the released waste under Sections 101480 through 101490 of the California Health and Safety Code. CSCEHD has determined based on our research that RESPONSIBLE PARTY is the Responsible Party² for this release of waste. By entering into this Remedial Action Agreement (Agreement), you agree to the following conditions:

- All subsequent directives and written correspondence from CSCEHD regarding characterization, monitoring, and cleanup of contamination, as well as project due dates, collectively referred to as Corrective Action, will be considered a part of this Agreement.
- All Corrective Action activities will follow applicable corrective action requirements of the California Health and Safety Code, California Code of Regulations, California Environmental Protection Agency guidance documents, and CSCEHD Site Mitigation Program Standards. Regardless of the level of oversight from CSCEHD, you are responsible for the timely reporting, investigation, and cleanup of soil and groundwater pollution so that the beneficial uses of waters of the State as well as public health are protected in compliance with applicable laws, regulations and policies. You are also responsible for compliance with any new laws or regulations that may be applicable during the term of this agreement. CSCEHD must be notified 5 days in advance of all field activities and contacted for permitting requirements prior to any monitoring well installations and destructions.
- If, at any time, the Responsible Party is not in compliance with directives from CSCEHD that constitute a portion of this Agreement, CSCEHD can terminate this Agreement. If the Agreement is terminated prior to adequate completion of the Agreement, the case will be referred to the Department of Toxic

¹Waste as defined in Health and Safety Code Section 101075, and Water Code Section 13050.

²Responsible Party as defined in Sections 25260 and 101480 of the Health and Safety Code.

<RP's Name>

<Date>

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Substances Control (DTSC) or Regional Water Quality Control Board (RWQCB) for issuance of a State Corrective Action Order, Cleanup and Abatement Order, or other order or enforceable agreement, as appropriate, for further remedial action directives.

- If, upon further characterization, CSCEHD determines that the release of waste that is the subject of this Agreement is sufficiently complex, may present such a significant potential hazard to human health or the environment, or may not be in the best interest of CSCEHD to continue as lead agency, the case may be referred to the DTSC or RWQCB for further action. In the event this case is referred to and accepted by the DTSC or RWQCB then this Agreement is terminated.
- After determining that the Responsible Party has completed the actions required by this Agreement, CSCEHD will provide the Responsible Party with a letter that certifies that the cleanup goals embodied in the Agreement have been accomplished and no further action is required.
- As authorized by Section 101490 of the Health and Safety Code, CSCEHD will invoice the Responsible Party to recover the reasonable and necessary costs for oversight of the identified release. Hours already worked will be included in the first invoice. CSCEHD staff time will be invoiced quarterly at the rate specified in the County Fee Ordinance adopted by the Board of Supervisors. Failure to pay invoices within 90 days may result in assignment of the charges to the County's Department of Collections for legal collections, and potential termination of this Remedial Action Agreement with subsequent referral to the DTSC or RWQCB.

Please sign and date below and return one copy of this Remedial Action Agreement in the enclosed envelope within 45 days of the date of this letter. Should you have any questions, please contact NAME OF CASEWORKER, the staff assigned to this case, at [CASEWORKER EMAIL](#) or CASEWORKER PHONE, 8:00 a.m. to 9:30 a.m., Monday through Friday.

Sincerely,

Marilyn C. Underwood, PhD, REHS
Director of Environmental Health

Signature Representing Responsible Party

Date

Printed Name

Attachments: Return Envelope