



## Department of Toxic Substances Control



*Matthew Rodriguez*  
Secretary for  
Environmental Protection

Miriam Barcellona Ingenito  
Acting Director  
9211 Oakdale Avenue  
Chatsworth, California 91311

*Edmund G. Brown Jr.*  
Governor

September 24, 2014

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FORMER SPECIFIC PLATING FACILITY, LOCATED AT 1350 SOUTH EASTERN AVENUE, CITY OF COMMERCE, CA, 90040; EPA ID NO CAD 008 380 214 (SITE)

Dear Messrs. Lobb and Olivo:

The purpose of this letter is to confirm that your respective clients, Mayans Development, Inc. (Mayans) and Los Jardines, LLC (Los Jardines), and the Successor Agency to the Commerce Community Development Commission (Successor Agency), agree to conduct a Soil Gas Investigation (Investigation) to characterize the Site, which Investigation shall be performed under the oversight of the Department of Toxic Substances Control (DTSC or Department) and to reimburse DTSC for its oversight costs incurred as a result of the Investigation

An estimate of DTSC's oversight costs is attached as Exhibit A.

The Scope of Work for the Investigation is attached as Exhibit B.

This is also to confirm that your clients understand that, based on the results of the Investigation, DTSC may require additional investigation and/or remediation of the Site pursuant to applicable state and federal laws, regulations and guidance documents.

This is also to confirm that your clients understand that DTSC's oversight costs include those costs associated with the drafting and execution of this letter agreement.

Mark Lobb, Esq.  
Eduardo Olivo, Esq.  
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This is also to confirm that the estimate of DTSC's costs is \$15,844 and that this is only a cost estimate for the Scope of Work in Exhibit B and may differ from the actual costs incurred by DTSC; provided, however, that Mayans, Los Jardines and the Successor Agency shall not pay an amount greater than an aggregate of Fifty Thousand Dollars (\$50,000) for DTSC's oversight hereunder without each party's prior written consent.

DTSC, Mayans, Los Jardines and the Successor Agency reserve all of their statutory, regulatory and other rights, defenses and remedies, as they may arise under or relate to this Letter Agreement. This Letter 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 any party may have under any laws, regulations or common law. Moreover, this Letter Agreement does not constitute, and does not contain, any admission by any party with respect to any matter.

The parties understand that the Successor Agency must comply with the provisions of AB 1X 26 and AB 1484 in connection with the approval of this letter agreement, including approval by the Oversight Board for the Successor Agency and review and approval by the State Department of Finance.

Within 14 calendar days after this letter agreement is fully executed and has been approved by the Oversight Board and the Department of Finance, an advance payment of \$5,000 will be due and owing to DTSC. The payment shall be sent to Accounting Unit, Department of Toxic Substances Control, P.O. Box 806, Sacramento, California, 95812-0806, together with a copy of this letter agreement. A copy of the check shall be sent to me simultaneously at the letterhead address. DTSC will provide your clients with a billing statement at least quarterly, which shall include detailed entries describing all costs incurred over the applicable time period.

If you have any questions, please contact Ms. Debra Schwartz of DTSC's Office of Legal Affairs at (818) 509-9951 or [debra.schwartz@dtsc.ca.gov](mailto:debra.schwartz@dtsc.ca.gov).

Sincerely,



Stephen W. Lavinger, Chief  
Southern California Branch  
Brownfields and Restoration Division  
Department of Toxic Substances Control

Attachments

Mark Lobb, Esq.  
Eduardo Olivo, Esq.  
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**Representing Mayans Development, Inc.:**

  
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President  
(Print Name and Title of Representative)

### Representing Los Jardines, LLC:

Paul Meyer

Mayers Development, Inc. Manager -  
Ismael Mayers President

Representing the Successor Agency to the Commerce Community Development Commission:

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(Print Name and Title of Representative)

Mark Lobb, Esq.  
Eduardo Olivo, Esq.  
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Representing Mayans Development, Inc.:

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(Print Name and Title of Representative)

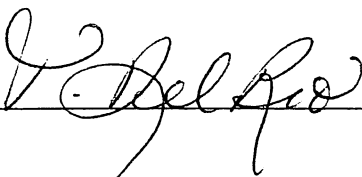
Representing Los Jardines, LLC:

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(Print Name and Title of Representative)

Representing the Successor Agency to the Commerce Community Development  
Commission:



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Tina Baca Del Rio, Mayor  
(Print Name and Title of Representative)

## EXHIBIT A

**COST ESTIMATE WORKSHEET (2014-2015 Estimation Rates)**

Date: 09/24/2014

Project Name: Former Specific Plating

Site Code: 301616

Title	VCP Coord.	Project Manager								Toxicology	Geology	Clerical
Classification	Sr. HSS	HSS	HSE	Sr. HSS	Sr. HSE	PPS	AEP	SHSSI	Staff Counsel	Staff Toxicologist	Engineering Geologist	Office Technician/ Typist
<b>TASK:</b>												
Agreement		2							10			
Phase I Reports												
Project Management Meetings & Communication												
Annual Inspection												
PEA												
- Workplan												
- Implementation												
- Report												
Site Investigation												
- Workplan		12		2						7	8	
- Implementation		8									8	
- Report		16		3						7	12	
Feasibility Study												
Risk Assessment												
Public Participation												
CEQA												
Removal Action Workplan (RAW)												
Implement RAW												
Remedial Design												
Certification												
Deed Restriction												
Operation & Maintenance (5 yr review)												
Case Development & Cost Recovery												
Total No. Hours/Class	0	38	0	5	0	0	0	0	10	14	28	0
Hourly Rate/Class	\$141	\$132	\$193	\$216	\$227	\$126	\$132	\$141	\$181	\$179	\$194	\$77
Cost/Class	\$0	\$5,016	\$0	\$1,080	\$0	\$0	\$0	\$0	\$1,810	\$2,506	\$5,432	\$0
<b>Total Estimated Payment</b>	<b>\$15,844</b>											

Notes:



## EXHIBIT B

### SCOPE OF WORK

- A. As set forth in the Letter Agreement, the City of Commerce and Mayans Development, Inc./Los Jardines, LLC (Parties) agree to reimburse the Department of Toxic Substances Control (DTSC) for DTSC's costs incurred in providing oversight of the Parties' Soil Gas Investigation of the Site (as defined below), including, without limitation, review of work, consultation and/or processing of request(s) made by Parties. The Scope of Work is described generally below. DTSC agrees to perform all services, as disclosed generally herein and otherwise agreed upon by mutual consent of the Parties, to the best of its expert ability and to the reasonable satisfaction of the Parties.
- B. The Project Coordinators during the term of this Agreement will be:

<i>State Agency:</i>	<i>Parties:</i>
Department of Toxic Substances Control	Successor Agency to the Commerce Community Development Commission and Mayans Development, Inc./Los Jardines, LLC
Ivy Castillo Environmental Scientist Brownfields and Environmental Restoration Program Department of Toxic Substances Control 9211 Oakdale Avenue Chatsworth, CA 91311 Phone: (818) 717-6611 Fax: (818) 717-6557	Eduardo Olivo Successor Agency Legal Counsel 2535 Commerce Way Commerce, CA 90040 Phone: 323-722-4805  Ismael Mayans Mayans Development/Los Jardines, LLC 22343 La Palma Avenue, Suite 132 Yorba Linda, CA 92887 Phone: 714-692-1900 Fax: 714-692-1933

- C. The scope of work to be provided by DTSC under the terms of this Agreement involves oversight of a Soil Gas Investigation (SGI) to be performed at 1350, 1362, and 1368 South Eastern Avenue, City of Commerce, California 90040 (the "Site"). The Parties will submit a Work Plan that describes the activities proposed to further characterize soil gas, and if possible, within budget, obtain grab samples of ground water. The Work Plan should include a Site health and safety plan, quality assurance/quality control plan, sampling plan, and implementation schedule.

The Parties will submit a Soil Gas Investigation Report that, at a minimum, presents the data, summarizes the findings of the investigation, validates the data, evaluates risk and includes recommendations and conclusions.

DTSC's activities will include but not be limited to:

- Scoping meeting for development of the Work Plan;
- Review and comment on SGI Work Plan;
- Site visit to oversee implementation of the Work Plan;
- Review and comment on the SGI Report;
- Participation in meetings and phone calls regarding the aforementioned activities.