

CITY COUNCIL

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CITY OF LOMITA

ADMINISTRATION

RYAN SMOOT
CITY MANAGER

September 23, 2019

Stephen Van der Hoven
Genesis Engineering & Redevelopment, Inc.
115 South School Street, Suite 8
Lodi, CA 95240

Dear Mr. Van der Hoven:

Enclosed is the fully executed copy of the Access and Permitting Agreement between the City of Lomita and Hi-Shear Corporation.

If you have any questions, please feel free to contact me at the number listed below.

Sincerely,

A handwritten signature in blue ink that reads "Kathleen Hill".

Kathleen Hill, CMC
City Clerk

Enc. Agree No. 2019-38 (1)

ACCESS AND PERMITTING AGREEMENT

This Access and Permitting Agreement ("Agreement") is effective on the date of final signature hereon, and is made between Hi-Shear Corporation ("Hi-Shear"), on the one hand, and the City of Lomita ("Lomita"), on the other hand. Both Hi-Shear and Lomita are also referred to herein individually as "Party" and collectively as "Parties."

BACKGROUND

- A. Hi-Shear currently leases certain real property located at 2600 Skypark Drive, Torrance, California (the "Hi-Shear Property") from the City of Torrance. Hi-Shear presently manufactures aircraft and aerospace components on the Hi-Shear Property and has done so since the early 1950's.
- B. Due to historic operations at the facility, environmental site investigation activities have been ongoing at the Hi-Shear Property since the early 1990's. The Los Angeles County Regional Water Quality Control Board (the "RWQCB"), the regulatory agency responsible for oversight of investigations and clean-up of the Hi-Shear Property, has made a claim against Hi-Shear alleging that its past operations have caused the release of Contaminants of Concern ("COCs") (including VOCs) into the soil and groundwater at and from the Hi-Shear Property, resulting in contamination exceeding the applicable maximum contaminant levels.
- C. The RWQCB is currently providing regulatory oversight concerning the environmental investigation activities being conducted at the Hi-Shear Property to determine the nature and extent of any contaminant release(s) which may have occurred on said property, and to remove, remediate and/or correct the conditions that have caused or threaten to cause the release of a hazardous substance at or in the vicinity of the Hi-Shear Property.
- D. Hi-Shear contends that COC releases have also occurred on adjacent properties to the Hi-Shear property and such releases have contributed to the contamination detected in the City of Lomita.
- E. The investigations that have been conducted to date as a part of the investigation of the Hi-Shear Property and adjacent areas indicate that COC's have been detected in soil vapor and groundwater underlying the City of Lomita. The investigation of COCs in soil vapor and groundwater will require encroachment on to City of Lomita property. To expedite the encroachment permitting process over the course of the investigation, this comprehensive permitting agreement is sought, rather than submission of individual permits for individual phases of investigation. As a part of this comprehensive permitting agreement, the City of Lomita has requested that the Scope of Work for the initial phase of investigation be included in the agreement. Attached hereto as Exhibit "A" is a February 4, 2019 Technical Memorandum from Genesis Engineering & Redevelopment, Inc.'s ("Genesis") describing the scope of the initial phase of investigation proposed by Genesis and approved by the RWQCB by letter dated January 30, 2019.

F. It is also possible that additional investigative, corrective or mitigation activities within the City of Lomita boundaries may be deemed necessary or may be ordered and directed by RWQCB. Such additional activities will be discussed with the City before such activities are performed and may require an amendment to this Agreement and the Encroachment Permit. The Scope of Work for Module I, as detailed starting in the last paragraph of page 1 of Exhibit A to this Agreement (Technical Memorandum dated February 4, 2019), and any additional work performed or anticipated by Hi-Shear shall be referred to in this Agreement as the "Activities."

G. Genesis is the contractor retained by Hi-Shear to conduct the Activities.

H. Genesis shall conduct the Activities at no monetary cost to the City. Any Activities conducted by Genesis will be at Hi-Shear's sole expense.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and in reliance upon the representations and covenants made by Hi-Shear and the City hereunder, the sufficiency of which are acknowledged, the parties covenant and agree as follows:

1. **Permitting Process.** The Parties acknowledge that the Activities proposed for implementation in the City of Lomita would typically require encroachment permit approval by the City for each sample point of the Activities. The City agrees to issue a single encroachment permit that covers all sample points proposed in the Activities as set forth in Exhibit A, attached hereto. Hi-Shear shall pay to the City the equivalent of the cost for bringing a separate encroachment permit application for each proposed location before the encroachment permit may be approved. Hi-Shear shall complete an encroachment permit application and submit all required documentation for each location including traffic control plans and site plans with laydown areas for each site location to be used. The encroachment permit shall be valid for a period not to exceed twelve months in duration. Upon expiration of the encroachment permit, a new encroachment permit may be issued in the same manner as the original encroachment permit, but Hi-Shear must submit a new permit application and pay to the City the equivalent of the cost for bringing a separate encroachment permit application for each proposed location before the new encroachment permit may be approved. The permit fees for the first year shall be approximately \$13,082 (reflecting installation and 3 samplings during the year for those locations and Hi-Shear's three existing wells). It is anticipated that the permit fees for years 2-5 shall be approximately \$9,792.50 (no new installations, 4 samplings during the year) annually. This number may increase or decrease if the Activities change. Hi-Shear shall include in this application a report on the current status and updated plans for the Activities and any other work contemplated by Hi-Shear. The encroachment permit may be amended to include new locations upon the submittal of additional materials and payment as required by the City equivalent to the cost of issuing encroachment permits for the added areas. The addition of new locations shall not extend the expiration date of any encroachment permit, and may require additional conditions to be added to the encroachment permit

2. **Coordination during Implementation.** Hi-Shear representatives will coordinate with appropriate City of Lomita personnel to ensure that sample collection efforts are conducted in a manner that causes minimum disturbance to the citizens of Lomita. Hi-Shear's primary point of contact with the City shall be the Director of Public Works, who shall be apprised of all activities conducted by Hi-Shear in the City. Should monitoring or observation be requested by the Director of Public Works of any work being conducted in the City, Hi-Shear shall facilitate and ensure that such monitoring or observation occurs.
3. **Preventative Measures.** In addition to implementing the east of Crenshaw soil gas module as the first step in the implementation of the RWQCB approved workplan, Hi-Shear will prioritize the implementation of the installation of monitoring wells as approved by RWQCB that are located within the City of Lomita either contemporaneously with the east of Crenshaw module or as the next module to be implemented in the RWQCB approved work plan.
4. **Compliance With Law.** Hi-Shear agrees that it shall comply with all laws and shall not violate any City, County, state or federal ordinance, law or regulation in conducting the Activities. Noncompliance with any such laws or regulations, or any condition of an encroachment permit shall be grounds for City to terminate this Agreement, and any encroachment permit issued to Hi-Shear, upon ten (10) days-notice, or immediately if such noncompliance poses a health or safety danger, or creates a nuisance or hazard.
5. **Reimbursement.** Hi Shear has requested that the City aid its efforts to inform and involve the public regarding the project, its progress, and results through the Regional Water Quality Control Board's Public Participation Plan ("PPP") process. Given the public-outreach, public notification, and data analysis burdens this effort and Hi-Shear's Activities will impose on the City, Hi-Shear shall work with the City and provide compensation to the City to help offset these costs, which per the City includes both staff time and the retaining of additional personnel, and shall be responsible for the costs related to any notices or distributed materials related to the project and Activities. The parties agree to cooperate in the Public Participation Plan process mandated by the RWQCB and not to duplicate efforts unreasonably.

Upon the execution of this Agreement by all parties, Hi-Shear shall pay the sum of \$35,000 to the City. The City may draw against these funds to: (1) cover the cost of the permit fees described in Paragraph 1, and (2) reimburse the City for costs it has incurred to date from the hiring of its own environmental consultant, Advisian, related to the Project and Activities. The City shall provide Hi-Shear with an invoice describing all fees and reimbursements claimed and copies of all third-party invoices. In the event of a dispute as to whether the claimed expenses are reasonably related to the Activities, the Parties shall negotiate in good faith to resolve such disputes. Thereafter, the Parties shall negotiate in good faith regarding a mutually agreeable oversight agreement for reasonable City costs related to the issuance of additional permits, staff time for inspection of any additional Activities conducted by Hi-Shear in the future, and staff time

related to involvement in the public participation process. Within 30 days of the termination of this Agreement the City shall refund any funds remaining after all permit fees and reimbursable expenses have been deducted. Should the remaining deposit be insufficient to cover permit fees or reimbursable expenses due at termination, Hi-Shear shall submit payment for them within 30 days of the termination of this Agreement.

6. **Termination.** The City Manager may terminate this Agreement and any encroachment permit issued without cause, by giving Hi-Shear thirty (30) days written notice of such termination and the effective date thereof. Hi-Shear may terminate this Agreement without cause upon giving the City thirty (30) days-notice, provided the Activities are complete and the Encroachment Permit has expired or has been terminated. Hi-Shear's indemnity obligations detailed in Paragraph 7 of this Agreement, as well as its Data Sharing obligations detailed in Paragraph 9 of this Agreement, shall survive the termination of this Agreement. Should the City terminate this Agreement without cause it shall refund a pro-rata share of the cost-sharing payments received by the City for the current year based on the proportion of the year remaining.
7. **Indemnification.** Hi-Shear shall indemnify, and hold harmless, City and its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with this Agreement or the Activities except such loss or damage which is caused by the sole negligence or willful misconduct of City and its officers, officials, employees and volunteers. Hi-Shear shall promptly pay and final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims covered by this paragraph. It is expressly understood that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
8. **Insurance.** Hi-Shear shall, during the term of this Agreement and at all times during which access is available to it, comply with and require all contractors, subcontractors, employees and/or agents performing the Activities work to maintain insurance with the following minimum coverage levels, and submit to the City certificates indicating compliance therewith no less than one (2) days prior to beginning the Activities which shall be in effect.
 - (i) Workers Compensation with statutory limits as required by law;
 - (ii) Automobile Liability with \$1,000,000 single limit; and,
 - (iii) Commercial General Liability, with \$2,000,000 aggregate limit/\$1,000,000 per occurrence (\$4,000,000 excess) limits.

Hi-Shear shall cause the City to be named as an additional insured on Hi-Shear's Commercial General Liability insurance policy, and on each contractor's and subcontractor's Commercial General Liability insurance policy. Hi-Shear or its agent shall deliver to the City a certificate evidencing that the City is named as an additional insured under the policies. Each policy shall:

- (1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City;
- (2) Name and list as additional insured the City, its officers and employees;
- (3) Specify its acts as primary insurance;
- (4) Contain a clause substantially in the following words "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (3) days prior written notice to the City of such cancellation of material change."
- (5) Cover the operations of Hi Shear and its agents, contractors, subcontractors, and employees pursuant to the terms of this Agreement.

9. Data Sharing. Hi-Shear agrees to provide the City with all reports concerning the Activities immediately after they are reviewed by Hi-Shear's counsel, and in no case later than at the same time such report is submitted to RWQCB. Reports shall include field monitoring data, boring logs and analytical reports. Hi-Shear shall provide the City with any additional data related to the Activities, including but not limited to, raw data, boring logs, and sample results, within fifteen (15) days of a request for such information by the City. These requirements shall survive the termination of this Agreement, and the City shall have the right to maintain, copy and distribute any information received pursuant to this paragraph.
10. Notification for Commencement of Work. Hi-Shear shall give the City not less than ten (10) days' notice prior to commencing each phase of the Activities. Hi-Shear shall also notify the City three business days prior to beginning work, or a new mobilization effort, that involves heavy equipment, more than one person, or that may generate noise audible at the adjacent property line, and provide information on type of work, duration, and field contacts.
11. Tolled Claims. The Parties agree that all statutes of limitations or repose and any other statute, law, rule or principle of equity of similar effect (collectively, "Statute of Limitations") applicable to any rights, claims, causes of action, counterclaims, crossclaims and defenses regarding, based upon, or arising out of the release of hazardous substances at the Hi-Shear Property and/or the actions of Hi-Shear (whether known or unknown) which have not already expired as of March 15, 2019, or which accrue thereafter ("Claims"), shall be suspended and tolled for the period between March 15, 2019, and the termination date of this Agreement, and this tolling period shall be excluded from all computations of any applicable period of limitations.
12. Restoration of City Property. After completion of drilling or other activities, disturbed areas will be restored to a condition that approximates the conditions at the beginning of the field work and complies with the General Conditions and specific conditions of the applicable encroachment permit, as determined by the City, but such approval shall not be unreasonably withheld.

13. Term. This Agreement shall terminate five (5) years from the date the first encroachment permit is issued pursuant to this Agreement unless extended by mutual agreement of the Parties in writing. Hi-Shear's indemnity obligations detailed in Paragraph 7 of this Agreement, as well as its Data Sharing obligations detailed in Paragraph 9 of this Agreement, shall survive the termination of this Agreement.
14. Primary Point of Contact. To facilitate communication between the Parties on all matters related to any encroachment permit issued pursuant to this Agreement, the primary point of contact for the respective parties on these issues shall be:

City of Lomita: Director of Public Works: Carla Dillon
c.dillon@lomitacity.com
310-325-7110 x124

Hi-Shear: Stephen Van der Hoven
Genesis Engineering & Redevelopment, Inc.
115 South School Street, Suite 8
Lodi, California 95240
Phone: 209.599.2004 Fax: 209.433.3990
svanderhoven@gercorp.com

15. Non-Assignability. Hi-Sbear shall not assign or transfer any interest in this Agreement without the express prior written consent of the City. In the event that Hi-Shear is required to retain a contractor for the Activities other than Genesis, Hi-Shear shall inform the City, in writing, prior to commencement or continuation of Activities of the replacement of Genesis by another contractor, and seek written approval from the City to recommence Activities before such Activities are recommenced, and such approval shall not be unreasonably withheld.
16. Choice of Law. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California and venue for any action related to this Agreement shall lie exclusively in the courts located in Los Angeles County, California.
17. Further Acts. For the duration of this Agreement, the Parties will, whenever requested to do so by another party to this Agreement, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments, documents and do any and all other acts as may be necessary to accomplish the intent of this Agreement.
18. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties pertaining to this subject matter and supersedes all prior or contemporaneous agreements and understanding, both written and oral, pertaining to the subject matter hereof.

19. Interpretation. This Agreement will be interpreted according to the fair meaning of its terms and not strictly for or against any particular Party.
20. Authority/Modification. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and engage in the actions described herein. The provisions of this Agreement may only be amended, modified or waived by written agreement executed by all Parties.
21. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.
22. Notice. All notices or other documents (collectively "Notices") given hereunder shall be in writing and shall be addressed the recipient and sent by personal delivery or United States mail, postage prepaid. Unless and until otherwise notified, the address of each of the parties for the giving of Notices shall be:

TO CITY OF LOMITA:

Attn: City Manager
City of Lomita
24300 Narbonne Avenue
Lomita, California 90717

TO HI-SHEAR CORPORATION:

David L. Evans
Thomas P. Schmidt
Hamrick & Evans, LLP
2600 West Olive Avenue, Suite 1020
Burbank, California 91505
Tel: 818-763-5292
Fax: 818-763-2308
dlevans@hamricklaw.com
tpjschmidt@gmail.com

23. Attorneys' Fees. The Parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

24. Counterparts. This Agreement may be executed in counterparts and/or by scanned signatures, and as so executed shall constitute an agreement which shall be binding on all parties hereto.

IT IS SO AGREED

CITY OF LOMITA

Dated: 9/19/19 by: Henry Sanchez
its: Mayor

HI-SHEAR CORPORATION

Dated: 09/19/2019 by: Christian Darville
its: Executive Vice President



GENESIS ENGINEERING & REDEVELOPMENT

TECHNICAL MEMORANDUM

To: Tom Schmidt and Dave Evans (Hamrick& Evans, LLP)
From: Steve Van der Hoven
Date: February 4, 2019
Subject: Hi-Shear Corporation, Torrance, California
Scope of Work, Vapor Intrusion Investigation East of Crenshaw

INTRODUCTION

The investigations that have been conducted to date as a part of the investigation of the Hi-Shear Property located at 2600 Skypark Drive in Torrance, California indicate that volatile organic compounds (“VOC”) have been detected in soil vapor and groundwater underlying the City of Lomita. The investigation and remediation of VOC in soil vapor and groundwater will require encroachment on to City of Lomita property. To expedite the encroachment permitting process over the course of the investigation, a comprehensive permitting agreement is sought rather than submission of individual permits for each phase of investigation. As a part of a comprehensive permitting agreement, the City of Lomita has requested that the Scope of Work for the initial phase of investigation be included in the agreement.

This Technical Memorandum contains a summary of the Scope of Work in Module I of the September 28, 2018 *Soil, Soil Vapor, and Groundwater Delineation Work Plan* (“Work Plan”). The Work Plan was prepared for the investigation of Hi-Shear Property located at 2600 Skypark Drive in Torrance, California and was approved in the January 30, 2019 letter from the Los Angeles Regional Water Quality Control Board (“RWQCB”).

SCOPE OF WORK

The Scope of Work for Module I is also detailed in Section 4.2 of the Work Plan. The objectives of Module I in the Work Plan are to delineate the extent of volatile organic compound (“VOC”) in soil vapor and assess the vapor intrusion potential to buildings east of Crenshaw Boulevard.

In order to complete the objectives of Module I, nested soil vapor probes will be installed and sampled in the 25 locations (Figure 1).

- At 16 boring locations, nested soil vapor probes will be installed at 5 feet and 15 feet bgs in each boring
- At 9 boring locations, nested soil vapor probes will be installed at 5, 15, 30, 45, 65, and 85 feet bgs in each boring

After installation, the soil vapor probes will be sampled and analyzed for VOC using a mobile laboratory. In the future, periodic sampling of some or all of these soil vapor probes is anticipated.

The following sections provide detail on the techniques that will be used to install and sample the soil vapor probes. Field procedures are also detailed in the Sampling and Analytical Plan (Appendix A) of the Work Plan.

DRILLING OPERATIONS

Boring Clearance

An Site reconnaissance will be conducted to locate and mark the drilling locations. Drilling locations in areas with soil or vegetative ground surface will be marked using wooden survey stakes. Drilling locations in paved areas will be marked using surveying paint. The drilling locations shall also be evaluated for access routes. Once the drilling locations have been marked, an underground service alert (“USA”) will be made for an initial determination of underground utilities.

Following clearance by USA, a private subsurface utility locating firm will be contracted to perform additional subsurface clearance at each drilling location. In addition, the initial 5 feet at each boring location will be advanced using a hand auger as an additional safety precaution.

Health and Safety

A detailed Health and Safety Plan is included as Appendix C of the Work Plan. At each drilling location, an exclusion zone will be created around the work area with the use of safety cones and caution tape. As required, traffic control procedures will be implemented at each drilling location. Traffic control setup (signs, barricades, etc.) and maintenance will be in accordance with the Work Area Traffic Control Handbook (W.A.T.C.H. Manual, endorsed by the American Public Works Association). An escort will be provided for work area that may potentially impact pedestrian foot traffic.

Soil cuttings generated during drilling activities will be monitored with an organic vapor monitor as part of the air monitoring/sampling program. Plastic sheeting will be laid down around the work area to allow easy clean up and containment of potential fugitive soil. Soil cuttings will be placed in a lined, roll off bin or DOT-rated 55-gallon drums, labeled, and moved to a waste staging area. Wastes will only be stored in the staging area for as long as it takes to profile the waste as receive disposal approval from the facility accepting the waste. If possible, the waste staging area should be located in the City of Lomita.

Direct Push Drilling

The direct push drilling method will be used for borings that will be advanced to a maximum depth of 15 feet. Direct push drilling rigs are typically mounted on a pickup truck or on a tracked vehicle. A picture of a track-mounted direct push drilling rig is provided below for reference.



The direct push drilling process consists of a hydraulic system used to push a 4-foot long, 2.25-inch diameter hollow rod into the subsurface. At each location, soil vapor probes will be installed at depths of 5 and 15 feet in the same borehole. The soil vapor probes will be finished at the surface with flush mounted, traffic rated well vaults that are 4 inches to 8 inches in diameter. A picture of a 4-inch diameter well completion is provided to the right.

The process of drilling and installing the soil vapor probes at each location will take approximately 3 hours to complete.



Hollow Stem Auger Drilling

For soil vapor borings that will be advanced to a depth of 85 feet, the hollow stem auger drilling method will be used. The drilling rig is mounted on a truck the size of a small semi-truck and trailer. The drilling rig is accompanied by another support truck with equipment and supplies. A picture of a hollow stem drilling rig is provided below for reference.



During the hollow stem auger drilling process, the borehole is advanced by turning metal auger flights, advanced in 5-foot sections. Soil that is brought up by the auger is shoveled into a metal hopper adjacent to the rig. As the hopper is filled throughout the day, a fork lift is used to transport the hopper to a roll off bin where the soil is temporarily stored prior to disposal.

Once the borehole is advanced to its maximum depth, multiple soil vapor probes will be installed in the borehole. Each borehole will be completed with a flush mounted, traffic rated well vault that is 4 inches to 8 inches in diameter. After completion of drilling activities

disturbed areas will be restored to a level that, as closely as practical, approximates the conditions at the beginning of the field work.

At each 85 foot soil vapor drilling location, it will take approximately 1.5 days from setup to completion. For work areas that are not completed in a single day, the augers will be left in the ground approximately 1-foot below grade, a metal plate will be placed in the annulus of the auger, and then covered to grade with cold patch asphalt. All equipment and supplies will be removed from the work area by the end of the day. Standard setup procedures will be implemented the next day to continue the drilling process, with the cold patch and metal plate removed and further advancement of the augers.

The drilling locations will be surveyed by a state-licensed surveyor. Vertical control will be relative to a U. S. Coast and Geodetic Survey (USCGS) or U.S. Geological Survey marker. Well/boring elevations will be recorded to within 0.01 foot. Horizontal locations will be referenced to the State Plane Coordinate System. The horizontal grid coordinates of each location will be recorded to within 0.1 foot. Surveying will be conducted in tandem with mobile laboratory sampling (described below) and will take approximately 2 days to complete.

SOIL VAPOR SAMPLING

All existing and proposed soil vapor probes to the east of Crenshaw Boulevard will be sampled after the proposed soil vapor probes are installed. Periodic (e.g. semi-annually) sampling of these soil vapor probes is anticipated in the future to meet the data collection needs of the investigation.

A mobile analytical laboratory will be contracted to collect and analyze the soil vapor samples. The mobile laboratory will consist of a large transport van containing the analytical equipment and field laboratory personnel. The analytical van will park in one location for an extended period of time while samples are collected and brought to the van for analysis. No vehicles or equipment used in soil vapor sampling will be left on City of Lomita property during non-working hours. It will take approximately 6 working days to collect and analyze the soil vapor samples that are a part of the Work Plan.

The equipment necessary to collect a soil vapor sample can be carried by one person. The process to purge an sample a soil vapor probes takes about 5 minutes, and there will be up to 6 probes at each location. A standard sampling setup is shown in the picture below. Traffic control procedures will be implemented as necessary at each sampling location.



PUBLIC PARTICIPATION

Hi-Shear will work with the City of Lomita and the RWQCB to develop a mutually acceptable Public Participation Plan for the Activities to be implemented in the City. The plan will likely start with the development of a fact sheet discussing why the investigation is being performed, the likely impacts, and the schedule of activities. A draft fact sheet is due to RWQCB by Hi-Shear in mid-February.