

LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD

In the Matter of:
DICKSON TESTING COMPANY

ORDER R4-2026-0018 (Proposed)
SETTLEMENT AGREEMENT AND
STIPULATION FOR ENTRY OF
ADMINISTRATIVE CIVIL LIABILITY
ORDER; ORDER (PROPOSED)

I. Introduction

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order or Order) is entered into by and between the Acting Assistant Executive Officer of the California Regional Water Quality Control Board, Los Angeles Region (Regional Water Board), on behalf of the Regional Water Board Prosecution Team (Prosecution Team), and the Dickson Testing Company (Discharger) (each a Party and collectively known as the Parties) and is presented to the Regional Water Board, or its delegee, for adoption as an order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.

II. Recitals

2. The Discharger is the owner and operator of the industrial facility located at 11126 Palmer Avenue, 11151 Palmer Avenue, and 5603 Borwick Avenue in South Gate, California in the County of Los Angeles (Facility). The Facility is engaged in destructive testing including physical, metallurgical and chemical tests, cutting and grinding to process samples, and associated product testing and inspection.
3. Discharges from the Facility are regulated by the General Permit for Storm Water Dischargers Associated with Industrial Activities, National Pollutant Discharge Elimination System (NPDES) Order WQ 2014-0057-DWQ, as amended by Order WQ 2015-0122-DWQ and Order WQ 2018-0028-DWQ (Industrial General Permit).
4. The Discharger submitted a Notice of Intent to enroll in the Industrial General Permit on December 19, 2024. The Notice of Intent identified that the Facility discharges to the Lower Los Angeles River.
5. Attachment E to the Industrial General Permit incorporates Numeric Effluent Limitations (NELs) for facilities which discharge to certain receiving waters. Facilities which discharge to the Lower Los Angeles River are subject to the Los Angeles River Metals TMDL and the Los Angeles River Nitrogen TMDL.

6. The Industrial General Permit also establishes monitoring and reporting provisions pursuant to Water Code section 13383. Industrial General Permit Section XI.B.2 requires a Discharger to sample four qualifying storm events (QSEs) each year.
7. Water Code section 13385, subdivisions (h) and (i) require assessment of mandatory penalties and state, in part, the following:

Water Code section 13385, subdivision (h)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each serious violation.

Water Code section 13385, subdivision (h)(2) states:

For the purposes of this section, a “serious violation” means any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 20 percent or more or for a Group I pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 40 percent or more.

Water Code section 13385, subdivision (i)(1) states, in part:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each violation whenever the person does any of the following four or more times in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations:

- A) Violates a waste discharge requirement effluent limitation.
- B) Fails to file a report pursuant to Section 13260.
- C) Files an incomplete report pursuant to Section 13260.
- D) Violates a toxicity effluent limitation contained in the applicable waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.

8. Water Code section 13385.1, subdivision(a)(1) provides, in part:

For the purposes of subdivision (h) of Section 13385, a ‘serious violation’ also means a failure to file a discharge monitoring report required pursuant to Section 13383 for each complete period of 30 days following the deadline for submitting the report, if the report is designed to ensure

compliance with limitations contained in waste discharge requirements that contain effluent limitations.

9. Water Code section 13385, subdivision (a)(3) provides, in part:

A person who violates any of the following shall be liable civilly in accordance with this section: ... [a] requirement established pursuant to Section 13383.

10. Water Code section 13385, subdivision (c)(1) authorizes the imposition of an administrative civil liability in an amount not to exceed \$10,000 per day for each violation.
11. On June 5, 2024, the Regional Water Board issued Settlement Offer No. R4-2024-0211 ("Offer R4-2024-0211"), which contained alleged violations against Discharger related to effluent limit and reporting violations.
12. As shown in Attachment A, herein incorporated by reference, the Prosecution Team alleges that the Discharger committed nineteen (19) serious violations of the effluent limitations and associated reporting requirements contained in Industrial General Permit from December 2021 through March 2024. The violations in Attachment A include those alleged in Offer R4-2024-0211, in addition to others not alleged in Offer R4-2024-0211. The Prosecution Team further alleges that serious violations are subject to MMPs under Water Code section 13385, subdivision (h) because measured concentrations of Group I and Group II constituents exceeded effluent limitations by 20 or 40 percent or more, respectively.
13. As further shown in Attachment A, herein incorporated by reference, the Prosecution Team alleges that the Discharger committed six violations of Industrial General Permit Section XI.B11.a by failing to timely submit all sampling and analytical results within 30 days of receiving results for the sampling event. The Prosecution Team further alleges these violations are subject to MMPs under Water Code sections 13385 and 13385.1, which states that a failure to file a discharge monitoring report constitutes a serious violation. The Prosecution Team calculated the proposed liability in accordance with Water Code section 13385 and 13385.1 and Section VII of the State Water Resources Control Board's (State Water Board) 2017 Water Quality Enforcement Policy (Enforcement Policy).
14. As shown in Attachment B, herein incorporated by reference, the Prosecution Team alleges the Discharger committed six violations of Industrial General Permit Section XI.B.2 between July 1, 2020 and June 30, 2022 by failing to collect sampling data during four QSEs for each reporting year. The Prosecution Team calculated the proposed liability using Steps 1 through 10 of the State Water Board's Enforcement Policy.

15. The Parties have engaged in confidential settlement negotiations and agree to fully settle the violations alleged in this Stipulated Order, which include those in Offer R4-2024-0211, without administrative or civil litigation and by presenting this Stipulation to the Regional Water Board, or its delegee, for adoption as an Order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.
16. To resolve the violations by consent and without further administrative or civil proceedings, the Parties have agreed to settle an administrative civil liability against the Discharger for the amount of two hundred seventy thousand six hundred dollars (\$270,600). The Prosecution Team believes that the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the violations alleged herein, and that this Stipulated Order is in the best interest of the public. The Discharger enters into this settlement, without any admission of liability or wrongdoing, to avoid protracted litigation and the costs associated therewith to resolve the violations alleged herein.

III. Stipulations

The Parties stipulate to the following:

17. **Jurisdiction:** The Parties agree that the Regional Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulation.
18. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability in the amount of **two-hundred seventy thousand six hundred dollars (\$270,600)** to resolve the violations specifically alleged in this Stipulated Order as follows:
 - a. The Parties agree that the entirety **(\$270,600)** (SEP Amount) of the administrative civil liability shall be utilized to implement the Surfrider Foundation's Clean Water Programs: protecting public health and stewarding solutions for clean water as a Supplemental Environmental Project (SEP) as described herein and Attachment C, hereby incorporated by reference.
19. **SEP Requirements:** The Parties agree that the SEP Amount specified in paragraph 18.a. is for the SEP identified in Attachment C of this Order and that SEP Amount shall be treated as a suspended administrative civil liability at the time of project completion for purposes of this Stipulated Order. The Regional Water Board is entitled to recover any SEP funds that are not expended in accordance with this Stipulated Order. Detailed project descriptions, including milestones, budgets, and performance measures are attached hereto as Attachment C.

20. **Nexus to the Violation:** The SEP Policy requires that a SEP has a nexus to the alleged violation. (SEP Policy, section VIII.F.) The SEP included in this Stipulated Order has a nexus to the location of the alleged violations because the primary benefits to be attained from the SEP are located within a 50-mile radius of the location of the violations.
21. **SEP Categories:** The SEP Policy provides for seven categories of SEPs. (SEP Policy, section V.) The SEP is a “Pollution Reduction” SEP as the project is designed to conduct water quality monitoring and water testing and to install, distribute, and steward native plantings.
22. **SEP Oversight:** The Rose Foundation will oversee SEP implementation in lieu of Regional Water Board staff oversight. The Discharger shall not have any implementation of oversight role for the SEP. The Rose Foundation’s oversight costs are included in the direct costs of the SEP as allowed under section VIII.G, of the SEP Policy since the SEP directly benefits disadvantaged communities. Oversight costs are within the 10% limit for SEPs performed by third-party administrators. (SEP Policy, section VIII.G.)
23. **Reporting Requirements for the SEPs:** The Discharger shall submit the following reports on SEP implementation to the Regional Water Board:
- a. **Quarterly Reports:** The SEP Policy requires that quarterly reports are required to be submitted at a minimum. Quarterly Reports shall be due every 3 months until the SEP completion date. Therefore, in addition to the reports that must be submitted in accordance with the schedule provided in the Project Milestones, Schedule, and Budget section of Attachment C, Quarterly Reports must be submitted on the 3rd, 9th, 15th, and 21st month from adoption of this Stipulated Order. The Quarterly Reports, at a minimum, must describe the tasks completed during the previous quarter, whether the SEP Implementing Parties are in compliance with the milestones and deadlines contained in Attachment C and if not, the cause(s) of the delay(s) and the anticipated date of compliance with this Stipulated Order. The Quarterly Reports may also include descriptions and photos of activities completed during the previous quarter and an analysis of the SEP’s progress. The first quarterly report shall be due three months from the date of adoption of this Order.
 - b. **Certification of SEP Completion:** No later than the deadlines contained in Attachment C, the Discharger must submit a final report that documents SEP completion and provides a certified statement of SEP completion (Certification of SEP Completion), signed under penalty of perjury, that documents the following:

- i. Certification of completion in accordance with the terms of this Stipulated Order, addressing how the expected outcome(s) for the project were met,
 - ii. Certification documenting the expenditures by the SEP Implementing Party during the completion period for the SEP, and
 - iii. Certification that the SEP Implementing Party followed all applicable environmental laws and regulations in implementing the SEP, including the California Environmental Quality Act, Porter-Cologne Water Quality Control Act, and federal Clean Water Act.
 - iv. Documentation of SEP completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate SEP completion and the costs incurred.
24. **Publicity Associated with the SEP:** Whenever the Discharger, or its agents, publicizes one or more SEP elements, it shall state in a prominent manner that the project is undertaken as part of a settlement of a Regional Water Board enforcement action against the Discharger.
25. **SEPs are Above and Beyond the Discharger's Obligations:** The SEP included in this Stipulated Order contain only measures that go above and beyond the Discharger's obligations. The SEP is not part of the Discharger's normal business nor is the Discharger otherwise legally required to implement any portion of the SEP.
26. **No Benefit to Regional Water Board Functions, Members, or Staff:** The SEP provides no direct fiscal benefit to the Regional Water Board's functions, its members, its staff, or any family member of staff.
27. **Regional Water Board Not Liable:** The Regional Water Board and its members, staff, attorneys, and representatives shall not be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by the Discharger or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.
28. **Third Party Audit:** If the Regional Water Board obtains information reasonably indicating that the Discharger, Rose Foundation, and/or a SEP Implementing Party has not expended money in the amounts claimed, or a SEP Implementing Party has not adequately completed the work in the SEP, the Regional Water Board or its delegee may require, and the Discharger must submit, at its sole cost, a report prepared by an independent third party(ies) acceptable to the Regional Water Board or its delegee, stating that in its professional opinion, the Discharger, Rose Foundation, and/or a SEP Implementing Party has or has not

expended money in the amounts claimed. In the event of such an audit, the Discharger agrees that the third-party auditor will be provided with access to relevant and non-privileged documents that the auditor requests. Such information must be provided to the Regional Water Board within three months of the date on which the Regional Water Board or its delegee requires the audit.

- 29. Failure to Expend the SEP Amount on the Approved SEP:** If the Discharger is not able to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP Amount was spent on the completed SEP(s), the Discharger shall pay the difference between the SEP Amount and the amount the Discharger can demonstrate was actually spent on the SEP(s) (the Difference). The Executive Officer shall issue a "Notice of Violation" that will require the Discharger to pay the Difference to the State Water Pollution Cleanup and Abatement Account within 30 days of the Notice of Violation's issuance date. The Discharger shall submit payment consistent with the payment method described in paragraph 18.a. Payment of the Difference shall satisfy the Discharger's obligations to implement the SEP.
- 30. Request for Extension of Completion Date:** If the Discharger anticipates delay in the schedule for any milestone or deadline resulting in the need to extend the SEP Completion Date, the Discharger shall notify the Executive Officer in writing at least fifteen (15) days prior to the deadline or completion date of the event or circumstance that caused delay. The notice shall describe the reason for the inability to complete the milestone deadline or by the SEP Completion Date and specifically refer to this Paragraph. The notice shall describe the anticipated length of time the delay may persist, the cause or causes of the delay including whether the circumstance(s) was beyond the reasonable control of the Discharger, the measures taken or to be taken to minimize the delay and provide an updated milestone schedule by which the measures will be implemented. The Discharger is expected to adopt all reasonable measures to avoid and minimize such delays. The determination as to whether the circumstances were beyond the reasonable control of the Discharger will be made by the Executive Officer. Where the Executive Officer concurs that compliance was or is impossible, despite timely good faith efforts, due to circumstances beyond the control of the Discharger that could not have been reasonably foreseen and prevented by the exercise of reasonable diligence, a new compliance deadline shall be established. The Executive Officer will endeavor to grant a reasonable extension of time if warranted.
- 31. Failure to Complete the SEP:** If the SEP is not fully implemented by the SEP Completion Dates listed in Attachments C or if there has been a material failure to satisfy a project milestone, the Executive Officer shall issue a "Notice of Failure to Complete SEP". The amount of suspended liability owed shall be determined via a Motion for Payment of Suspended Liability before the Regional

Water Board or its delegee. The Discharger shall be liable to pay the entire SEP Amount, or, if shown by the Discharger, some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing, or as determined by the Motion for Payment of Suspended Liability. Within 30 days of the Regional Water Board's or its delegee's determination of the suspended liability amount assessed for the Discharger to pay, the Discharger shall submit payment consistent with the payment method described in paragraph 18.a. Payment of the assessed amount shall satisfy the Discharger's obligations to implement the SEP.

32. **Replacement SEP:** If there is a material failure, in whole or in part, to perform the SEP described in Attachment C, due to circumstances beyond the control of the Discharger, Rose Foundation, and/or a SEP Implementing Party, and the Regional Water Board does not move to collect the Payment of Suspended Liability amount as provided in paragraph 29, above, the Parties agree that the Discharger may propose a Replacement SEP. Whether there is a material failure to perform the SEP(s) described in Attachment C. shall be determined by the Executive Officer. The Discharger shall have 60 days from the date of the Executive Officer's determination to propose a Replacement SEP(s) from a Disadvantaged Community Supplemental Environmental Project List that was approved by the Regional Water Board and developed in partnership with the Rose Foundation for Communities and the Environment. The cost of the Replacement SEP shall be for the entire SEP Amount, or, some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing and shall be treated as a suspended liability subject to the same conditions provided for the SEP being replaced. The terms and conditions of the Replacement SEP shall be memorialized in a Supplemental Agreement to this Stipulated Order, signed by both parties and approved by the Regional Water Board or its delegee. The Replacement SEP shall meet the criteria in the SEP Policy, and shall be completed within 36 months of the Regional Water Board's or its delegee's approval of the Supplemental Agreement (Replacement SEP Completion Date). The Executive Officer may grant an extension for good cause shown as to why the Replacement SEP cannot be completed by the Replacement SEP Completion Date. The Parties agree that, unless requested by the Executive Officer, the Supplemental Agreement will not be subject to public notice and comment so long as the initial notice and comment period complied with federal and/or state requirements. If there is a material failure to perform a Replacement SEP, then the Executive Officer shall issue a "Notice of Failure to Complete SEP" as described in paragraph 29. The Discharger shall not have an opportunity to propose a second Replacement SEP should it fail to complete the Replacement SEP for any reason.
33. **Regional Water Board Acceptance of Completed SEP:** Upon the Discharger's satisfaction of its obligations under this Stipulated Order, the completion of the SEP and any audits, the designated Regional Water Board or its delegee shall

issue a "Satisfaction of Order." The issuance of the Satisfaction of Order will terminate any further obligation of the Discharger under this Stipulated Order and permanently suspend the SEP Amount.

34. Compliance with Applicable Laws and Regulatory Changes: The Discharger understands that payment of an administrative civil liability in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that additional violations of the type alleged may subject it to further enforcement, including additional administrative civil liabilities. Nothing in this Stipulated Order shall excuse the Discharger from meeting any more stringent requirements which may be imposed hereafter by changes in applicable and legally binding legislation or regulations.

35. Party Contacts for Communications Related to Stipulated Order:

For the Regional Water Board:

Geoffrey Clifford
320 4th Street, Suite 200
Los Angeles, CA
90013
Geoffrey.Clifford@waterboards.ca.gov
213-576-6722

For the Discharger:

Drew Courtright
11126 Palmer Avenue
South Gate, CA 90290
drew.courtright@dicksontesting.com
562-889-6157

36. Attorneys' Fees and Costs: Except as otherwise provided herein, each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

37. Public Notice: The Discharger understands that this Stipulated Order will be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board, or its delegee. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board, or its delegee, for adoption, the Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board, or its delegee. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.

38. **Procedure:** The Parties agree that the procedure that has been adopted for the approval of the settlement by the Parties and review by the public, as reflected in this Order, will be adequate. In the event procedural objections are raised prior to this Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
39. **No Waiver of Right to Enforce:** The failure of the Prosecution Team or Regional Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Stipulated Order. The failure of the Prosecution Team or Regional Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order, except the Regional Water Board must comply with applicable requirements regarding timeliness of bringing an action. No oral advice, guidance, suggestions, or comments by employees or officials of any Party regarding matters covered under this Stipulated Order shall be construed to relieve any Party regarding matters covered in this Stipulated Order. The Regional Water Board reserves all rights to take additional enforcement actions, including, without limitation, the issuance of administrative civil liability complaints or orders for violations other than those addressed by this Order.
40. **Effect of Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Regional Water Board or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.
41. **Mutual Release and Discharge of Claims:** In consideration for the promises, conditions, and covenants contained herein, each of the Parties, for itself on behalf of its heirs, executors, administrators, successors and assigns, hereby irrevocably and unconditionally releases and discharges the other Party and its respective agents, officers, directors, shareholders, employees, attorneys, subsidiaries, predecessors, successors and assigns, from any and all claims, liabilities, obligations, promises, causes of actions, actions, suits, costs, expenses, fees (including but not limited to attorneys' fees), damages or demands, of whatsoever kind or character, whether civil, criminal, or administrative, arising from or relating to the violations in this Stipulated Order. Each of the Parties understands, acknowledges and agrees that this Stipulated Order may be pleaded and introduced as evidence as a full and complete defense to any claim, demand, action, or cause of action brought by any Party against the other Party related to the alleged violations, as identified in Attachments A and B, and hereby resolved through this Stipulated Order.
42. **Admissibility:** The Parties understand and agree that the Stipulated Order shall not be admissible by any person, entity, organization, or government agency at

any legal proceeding or hearing (including trial or arbitration) for any purpose other than enforcement of the terms of the Stipulated Order by a Party to the Stipulated Order or future enforcement actions as described in paragraph 39 above.

43. **Interpretation:** This Stipulated Order shall not be construed against the party preparing it but shall be construed as if the Parties jointly prepared it and any uncertainty and ambiguity shall not be interpreted against any one party.
44. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation whether made before or after the execution of this Order. All modifications must be made in writing and approved by the Regional Water Board or its delegee.
45. **Integration:** This Stipulated Order constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in this Stipulated Order.
46. **If Order Does Not Take Effect:** The Discharger's obligations under this Stipulated Order are contingent upon the entry of the Order of the Regional Water Board as proposed. In the event that this Stipulated Order does not take effect because it is not approved by the Regional Water Board, or its delegee, or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that the Prosecution Team may proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess an administrative civil liability for the underlying alleged violations, or may continue to pursue settlement. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in any subsequent administrative or judicial proceeding or hearing and will be fully protected by California Evidence Code sections 1152 and 1154; California Government Code section 11415.60; Rule 408, Federal Rules of Evidence; and any other applicable privilege under federal and/or state law. The Parties also agree to waive any and all objections related to their efforts to settle this matter, including, but not limited to:
- a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections to the extent that they are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties settlement positions, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing in this matter; or
 - b. Laches or delay or other equitable defenses solely related to the time period between public notice of this Order and any subsequent contested evidentiary hearing in this matter.

47. **No Admission of Liability:** In settling this matter, Discharger does not admit any of the allegations stated herein, or that it has been or is in violation of the California Water Code, or any federal, state, or local law, regulation, or ordinance with the understanding that in the event of any future enforcement actions by the Regional Water Board, the State Water Board, or any other Regional Water Quality Control Board, this Stipulated Order may be used as evidence of a prior enforcement action consistent with Water Code section 13327 and/or section 13385, subdivision (e). By entering into this Stipulated Order, the Discharger does not waive any defenses or arguments related to any new enforcement action the Los Angeles Water Board may bring in the future
48. **Waiver of Hearing:** The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and, if the settlement is adopted by the Regional Water Board, hereby waives its right to a hearing before the Regional Water Board prior to the Stipulated Order's adoption. However, should the settlement not be adopted, and should the matter proceed to the Regional Water Board or State Water Board for hearing, the Discharger does not waive the right to a hearing before an order is imposed.
49. **Waiver of Right to Petition:** Except in the instance where the settlement is not adopted by the Regional Water Board, the Discharger hereby waives the right to petition the Regional Water Board's adoption of the Stipulated Order as written for review by the State Water Board, and further waives the right, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
50. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulation and Order.
51. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that they are authorized to execute this Order on behalf of and to bind the entity on whose behalf the Order is executed.
52. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Regional Water Board regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval required by this Stipulated Order.

53. **No Third Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligation on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
54. **Severability:** This Stipulated Order is severable; should any provision be found invalid, the remainder shall remain in full force and effect.
55. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board, or its delegee, enters the Order incorporating the terms of this Stipulated Order.
56. **Counterpart Signatures:** This Order 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 document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability
Order R4-2026-0018
Dickson Testing Company

IT IS SO STIPULATED.

California Regional Water Quality Control Board, Los Angeles Region Prosecution
Team

By: original signed by Russ Colby
Russ Colby
Assistant Executive Officer

February 11, 2026
Date

CONFIDENTIAL

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability
Order R4-2026-0018
Dickson Testing Company

Dickson Testing Company

By: original signed by Drew Courtright

February 11, 2026
Date

Print Name: Drew Courtright

Title: General Manager

CONFIDENTIAL

**HAVING CONSIDERED THE PARTIES STIPULATIONS, THE LOS ANGELES
REGIONAL WATER QUALITY CONTROL BOARD FINDS THAT:**

1. The foregoing Stipulation is fully incorporated herein and made part of this Order.
2. This is an action to enforce the laws and regulations administered by the Regional Water Board. The Regional Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, sections 21000 et seq.), in accordance with section 15321, subdivision (a)(2), Title 14, of the California Code of Regulations.
3. The Executive Officer of the Regional Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under this Order.

Pursuant to Water Code section 13323 and Government Code section 11415.60, **IT IS HEREBY ORDERED** on behalf of the California Regional Water Quality Control Board, Los Angeles Region.

Susanna Arrendondo
Executive Officer
Los Angeles Regional Water Quality Control Board

Date

Attachment A: Effluent Limitation Violations and Reporting Violations
Attachment B: Application of Penalty Methodology to Sampling Violations
Attachment C: Supplemental Environmental Project (SEP) Proposal

Attachment A - EFFLUENT LIMIT VIOLATIONS

WDID: 4 19I009315

Facility Name: Dickson Testing Company

Facility Address: 11126 Palmer Avenue

City: South Gate

State: CA

Zip: 90280

Primary SIC: 3398-Metal Heat Treating

Serious Penalty? Yes

Chronic Penalty? No

Total Penalty

\$57,000.00

Facility Size: 80000

Units: SqFt

Reporting Period: 2021-2022

Monitoring Location	Parameter	Result	Unit	Effluent Limit	Units	Sample Date	Occurrence	Serious	Chronic
OUTFALL #1 - 11126 PALMER	Zinc, Total	1.6	mg/L	0.159	mg/L	12/14/2021	1		
OUTFALL #1 - 11126 PALMER	Zinc, Total	3.6	mg/L	0.159	mg/L	4/22/2022	2	\$3,000.00	
OUTFALL #2 - 11151 PALMER	Zinc, Total	0.54	mg/L	0.159	mg/L	12/14/2021	1		
OUTFALL #2 - 11151 PALMER	Zinc, Total	1.9	mg/L	0.159	mg/L	4/22/2022	2	\$3,000.00	
OUTFALL #3 - 5603 BORWICK	Zinc, Total	0.57	mg/L	0.159	mg/L	12/14/2021	1		
OUTFALL #3 - 5603 BORWICK	Zinc, Total	1.1	mg/L	0.159	mg/L	4/22/2022	2	\$3,000.00	
OUTFALL #3 - 5603 BORWICK	Copper, Total	0.071	mg/L	0.06749	mg/L	4/22/2022	1		
Reporting Period 2022-2023									
OUTFALL #1 - 11126 PALMER	Zinc, Total	1.1	mg/L	0.159	mg/L	11/8/2022	1		
OUTFALL #1 - 11126 PALMER	Zinc, Total	1.3	mg/L	0.159	mg/L	12/12/2022	2	\$3,000.00	
OUTFALL #1 - 11126 PALMER	Zinc, Total	0.59	mg/L	0.159	mg/L	1/5/2023	3	\$3,000.00	
OUTFALL #1 - 11126 PALMER	Zinc, Total	0.36	mg/L	0.159	mg/L	1/9/2023	4	\$3,000.00	
OUTFALL #2 - 11151 PALMER	Zinc, Total	0.72	mg/L	0.159	mg/L	11/8/2022	1		
OUTFALL #2 - 11151 PALMER	Zinc, Total	0.25	mg/L	0.159	mg/L	12/12/2022	2	\$3,000.00	
OUTFALL #2 - 11151 PALMER	Zinc, Total	0.16	mg/L	0.159	mg/L	1/9/2023	3		
OUTFALL #3 - 5603 BORWICK	Zinc, Total	0.62	mg/L	0.159	mg/L	11/8/2022	1		
OUTFALL #3 - 5603 BORWICK	Zinc, Total	0.26	mg/L	0.159	mg/L	12/12/2022	2	\$3,000.00	
OUTFALL #3 - 5603 BORWICK	Zinc, Total	0.25	mg/L	0.159	mg/L	1/5/2023	3	\$3,000.00	
Reporting Period 2023-2024									
OUTFALL #1 - 11126 PALMER	Copper, Total	0.081	mg/L	0.06749	mg/L	11/15/2023	1		
OUTFALL #1 - 11126 PALMER	Zinc, Total	3.4	mg/L	0.159	mg/L	11/15/2023	1		
OUTFALL #1 - 11126 PALMER	Zinc, Total	0.96	mg/L	0.159	mg/L	12/20/2023	2	\$3,000.00	
OUTFALL #1 - 11126 PALMER	Zinc, Total	0.72	mg/L	0.159	mg/L	1/3/2024	3	\$3,000.00	
OUTFALL #1 - 11126 PALMER	Zinc, Total	1.7	mg/L	0.159	mg/L	1/20/2024	4	\$3,000.00	
OUTFALL #1 - 11126 PALMER	Zinc, Total	0.57	mg/L	0.159	mg/L	3/6/2024	5	\$3,000.00	
OUTFALL #2 - 11151 PALMER	Zinc, Total	1.1	mg/L	0.159	mg/L	11/15/2023	1		
OUTFALL #2 - 11151 PALMER	Zinc, Total	0.67	mg/L	0.159	mg/L	12/20/2023	2	\$3,000.00	
OUTFALL #2 - 11151 PALMER	Zinc, Total	0.2	mg/L	0.159	mg/L	1/3/2024	3	\$3,000.00	
OUTFALL #2 - 11151 PALMER	Zinc, Total	0.48	mg/L	0.159	mg/L	1/20/2024	4	\$3,000.00	
OUTFALL #3 - 5603 BORWICK	Copper, Total	0.12	mg/L	0.06749	mg/L	11/15/2023	1		
OUTFALL #3 - 5603 BORWICK	Zinc, Total	1.3	mg/L	0.159	mg/L	11/15/2023	1		
OUTFALL #3 - 5603 BORWICK	Zinc, Total	0.29	mg/L	0.159	mg/L	12/20/2023	2	\$3,000.00	
OUTFALL #3 - 5603 BORWICK	Zinc, Total	0.25	mg/L	0.159	mg/L	1/3/2024	3	\$3,000.00	
OUTFALL #3 - 5603 BORWICK	Zinc, Total	0.54	mg/L	0.159	mg/L	1/20/2024	4	\$3,000.00	

Attachment A – Reporting Violations

WDID: 4 19I009315
Facility Name: Dickson Testing Company
Facility Address: 11126 Palmer Avenue, South Gate, California, 90280
Facility Contact Name: Drew Courtwright
Phone: 562-889-6157
Email: drew.courtwright@dicksontesting.com
TMDL: Los Angeles River Nitrogen TMDL, Los Angeles River Metals TMDL, Los Angeles River Nitrogen TMDL
Waterbody: Los Angeles River Tributaries, Los Angeles River or Los Angeles River Tributaries, Los Angeles River Watershed

Reporting Period: 2021-2022, 2022-2023 Total Late Adhoc Penalty: \$174,000.00

AdHoc Event ID	Lab Report Date	Due Date	Certified Date	Days Late - 30	30 Day Factor	Penalty Amount
1216553	4/28/2022	5/28/2022	3/29/2023	305	10	\$30,000.00
1216541	1/5/2022	2/4/2022	3/29/2023	418	13	\$39,000.00
1227920	1/24/2023	2/23/2023	3/29/2023	34	1	\$3,000.00
1227924	2/25/2023	3/27/2023	1/17/2024	296	9	\$27,000.00
1250411	12/23/2022	1/22/2023	1/17/2024	360	12	\$36,000.00
1250409	11/16/2022	12/16/2022	1/17/2024	397	13	\$39,000.00

ATTACHMENT B
Specific Factors Considered for
Administrative Civil Liability Complaint No. R4-2026-0018
Dickson Testing Company

Dickson Testing Company is alleged to have violated the *General Permit for Storm Water Discharges Associated with Industrial Activities*, Order No. 2014-0057-DWQ, National Pollutant Discharge Elimination System (NPDES) Permit No. CAS000001 (General Permit) at its industrial facility located at 11126 Palmer Avenue in South Gate, CA in the County of Los Angeles (Facility).

The State Water Resources Control Board's Water Quality 2024 Enforcement Policy ([Enforcement Policy](#))¹ establishes a methodology for determining administrative civil liability by addressing the factors that are required to be considered under California Water Code (Water Code) section 13385, subdivision (e). Each factor of the ten-step approach and its application to each violation is discussed below, as is the basis for assessing the corresponding score.

Violation 1: The Discharger failed to conduct sampling during six Qualifying Storm Events as required by Industrial General Permit Section XI.B.2. between July 1, 2020 and June 30, 2022.

Industrial General Permit Section XI.B.2 requires the Discharger to collect sampling data during four Qualifying Storm Events (QSEs)² each reporting year. In the 2020-2021 reporting year, the Discharger's Facility experienced a QSE on December 8, 2020; January 23, 2021; March 3, 2021; March 10, 2021; and March 15, 2021. In the 2021-2022 reporting year, the Discharger submitted two sampling events from QSEs but experienced additional QSEs on October 25, 2021; December 21, 2021; December 29, 2021; and March 8, 2022. In total, there are 6 days of violation for the Discharger's failure to conduct sampling during 4 QSEs in the 2020-2021 reporting year and failure to conduct sampling during 2 QSEs in the 2021-2022 reporting year.

ENFORCEMENT POLICY – PENALTY CALCULATION

Step 1 and Step 2 – Actual or Potential for Harm for Discharge Violations and Assessments for Discharge Violations

These steps are not applicable to the violation because this is a non-discharge violation.

Step 3 – Per Day Assessments for Non-Discharge Violations

Step 3 of the Enforcement Policy directs the Los Angeles Water Board to calculate a per

¹ The violations alleged in this complaint pre-date the effective date of the 2024 Enforcement Policy, therefore, consistent with Attachment D to the Enforcement Policy, substantive changes included in the 2024 Enforcement Policy are not applied to these violations.

² Qualifying Storm Event is defined in Attachment C to the General Permit as: "A precipitation event that: a. Produces a discharge for at least one drainage area; and b. Is preceded by 48 hours with no discharge from any drainage area." This definition applies to all references throughout this document.

day factor for non-discharge violations by considering the Potential for Harm and Deviation from Requirement using Table 3 in the Enforcement Policy.

Potential for Harm: Moderate

The Enforcement Policy requires a determination of whether the characteristics of the violation resulted in a minor, moderate, or major potential for harm and/or threat to beneficial uses.

The Discharger's failure to conduct the required sampling during QSEs has a moderate potential for harm. The failure to collect QSE data substantially impairs the ability of the Los Angeles Water Board to oversee the Facility and limits the functionality of iterative processes in the Industrial General Permit which are triggered by water quality monitoring data, including, but not limited to the Exceedance Response Action (ERA) process.

Deviation from Requirement: Major

A major deviation from requirement is appropriate because the General Permit requires each permittee to sample four QSEs each reporting year. The Discharger wholly failed to comply with this requirement on six dates. The reporting events cannot be recreated. Therefore, the deviation from requirement is major.

Per Day Factor: 0.55

Using a moderate Potential for Harm and a major Deviation from Requirement, the per day factor for this violation from Table 3 of the 2024 Enforcement Policy is 0.55.

Days of Violation:

As described above, the total days of violation is 6.

Initial Liability Amount:

\$10,000 [maximum statutory liability per day violation] x 6 [days of violation] x 0.55 [per day factor]

$$\mathbf{\$10,000 \times 6 \text{ days} \times 0.55 = \$33,000}$$

Step 4 – Adjustment Factors

The Enforcement Policy then requires consideration of the discharger's conduct, specifically, the discharger's culpability, degree of cleanup and cooperation, and compliance history.

Culpability: 1.2

For culpability, the Enforcement Policy prescribes an adjustment using a multiplier between 0.75 to 1.5. The lower multiplier applies to accidental incidents and the higher multiplier for intentional and negligent behavior.

The Discharger was negligent in its failure to conduct QSE sampling. The Discharger knew or should have known that it was required to conduct sampling in order to comply with the Industrial General Permit. Therefore, a factor of 1.2 is assigned.

History of Violations: 1.0

The Discharger does not have a history of violations that have been formally adjudicated by the Los Angeles Water Board. Therefore, a neutral factor of 1.0 is applied.

Cleanup and Cooperation: 1.0

This factor reflects the extent to which a discharger voluntarily cooperates in returning to compliance and correcting environmental damage. A multiplier between 0.75 and 1.5 is to be used, with a higher multiplier reflecting a lack of cooperation in obtaining compliance.

The Discharger has been assigned a 1.0. Since the 2022-2023 reporting year, the Discharger has returned to compliance with the applicable sampling requirement and has submitted adequate QSEs, as required by the Permit.

Step 5 – Determination of Total Base Liability Amount

The Total Base Liability Amount for the violation is determined by multiplying the Initial Liability Amount determined in Step 3 by the Step 4 adjustment factors.

\$33,000 [initial liability amount] x 1.2 [culpability] x 1.0 [violation history] x 1.0 [cleanup and cooperation]

$$\mathbf{\$33,000 \times 1.2 \times 1.0 \times 1.0 = \$39,600}$$

Steps 6 through 10 are applied to the combined Total Base Liability Amount for all violations and will be discussed after the Total Base Liability Amount has been determined for the remaining violations.

Step 6 – Economic Benefit

Estimated Economic Benefit: \$4,636

The Enforcement Policy requires the Economic Benefit Amount to be estimated for every violation. The economic benefit is any savings or monetary gain derived from the act or omission that constitutes the violation.

The Enforcement Policy provides that the United States Environmental Protection Agency's Economic Benefit of Noncompliance Model (BEN model) should be used to calculate the economic benefit equal to the present value of the avoided costs plus the "interest" on delayed costs. This calculation reflects the fact that the Discharger has had the use of the money that should have been used to avoid the instance of noncompliance. Using the BEN Model, the Discharger has derived an economic benefit of \$4,636.

Pursuant to California Water Code section 13385 subdivision (e), civil liability, at a minimum, must be assessed at a level that recovers the economic benefit, if any, derived from the acts that constitute a violation. The alleged violations resulted in avoided expenses that have significantly benefited the Discharger.

Step 7 – Other Factors as Justice May Require

The Parties have agreed to not adjust the total liability in light of this factor.

Step 8 – Ability to Pay and Ability to Continue in Business

The Enforcement Policy provides that if there is sufficient financial information available to assess the violator's ability to pay the Total Base Liability Amount or to assess the effect of the Total Base Liability Amount on the violator's ability to continue in business, the Total Base Liability Amount may be adjusted to address the ability to pay or to continue in business. There is no obligation to ensure that a violator has the ability to pay or continue in business, but, rather, the Los Angeles Water Board is obligated to consider these factors when imposing a civil liability under the Water Code.

The Discharger has an ability to pay the proposed liability and remain in business.

Step 9 – Maximum and Minimum Liability Amounts

The Enforcement Policy directs the Los Angeles Water Board to consider the maximum and minimum liability amounts for each alleged violation.

Maximum Liability Amount: \$60,000

The maximum liability is set by statute. Water Code section 13385 allows the Los Angeles Water Board to impose daily liability in an amount not to exceed \$10,000 per day, per violation. The maximum liability amount for Violation 1 is \$60,000.

Minimum Liability Amount: \$5,099

The Los Angeles Water Board is bound by statute to recover, at minimum, the economic benefit to the violator in an action for violations of Water Code section 13385. The Los Angeles Water Board should strive to impose civil liabilities 10 percent greater than the economic benefit to the violator. The Enforcement Policy states that “the adjusted Total Base Liability Amount should be at least 10 percent higher than the Economic Benefit Amount so that liabilities are not construed as the cost of doing business and that the assessed liability provides a meaningful deterrent to future violations”. The minimum liability amount is \$5,099 ($\$4,636 \times 1.1$).

Step 10 – Final Proposed Liability Amount

Final Proposed Liability Amount: \$39,600

Based on the foregoing analysis, and consistent with the Enforcement Policy, the final liability amount proposed for the failure to conduct sampling during QSEs is \$39,600.



LA Community Water Justice Grants Program

PROJECT PROPOSAL UPDATE (Nov 5, 2025)

Applicant: Surfrider Foundation

Contact: Lori Booth, Associate Director of Institutional Giving, lbooth@surfrider.org, 949-226-5494

Project Title: Surfrider Foundation's Clean Water Programs: protecting public health and stewarding solutions for clean water

Amount requested: \$270,600 (Finalized by Rose Fdn)

Project duration: 24 months (express as number of months)

Project Description: *Please summarize your proposed project in detail. Include overall project description, locations of activities, and identify communities served by/involved in the project. The initial proposal should present a model project that will allow the Regional Board to determine if the project being eligible for consideration. If the project is then selected to be matched with a specific enforcement action, you will then be asked to update the project to match the specific dollar amount and geographic constraints of the Settlement.*

The Surfrider Foundation is dedicated to the protection and enjoyment of the world's ocean, waves, and beaches, for all people, through dynamic community-led programs and grassroots activism. This funding will support the Surfrider Foundation's Clean Water programs - including water quality testing and public notification through the Blue Water Task Force (BWTF) program, and stormwater runoff mitigation activities with the Ocean Friendly Gardens (OFG) program - in several locations identified as disadvantaged communities (DACs) by California's CalEnviroScreen tool. These locations and communities are:

Location	Address	CalEnviroScreen Score
Gardena Willows Wetland Preserve	1202 W 170th St, Gardena	100
Environmental Charter Middle School Gardena (ECMS-G)	812 West 165th Place, Gardena	100
Twigs to Trees Child Development Center	5925 Cherry Ave, Long Beach	99

Location	Address	CalEnviroScreen Score
Deforest Park	6255 De Forest Ave, Long Beach	99
School Garden Foundation: 24th St Elementary	2055 W 24th St, Los Angeles	97
School Garden Foundation: 99th St Elementary	9900 Wadsworth Ave, Los Angeles	94
Lawndale High School	14901 S Inglewood Ave, Lawndale	87
Lafayette Elementary	2445 Chestnut Ave, Long Beach	86
Other plant giveaway locations TBD	Downtown Long Beach	80+
	Other Long Beach location	75+

Project activities include:

- Conduct regular water quality monitoring at 30 sampling sites located at the beach and in upland waterways near the Preserve. Approximately 900 tests will be conducted over the 24-month project period.
- Upgrade the water testing lab at Gardena Willows Wetland Preserve to allow for more sustainable operation and sample processing. At least 100 students from DAC schools and communities listed above will participate in water testing activities through this project.
- Share test results online and through e-newsletters with participating students, community volunteers, and the general public, reaching at least 6,000 people in the community on a regular basis, and over 20,000 with our annual Teach & Test Report.
- Install, distribute, and steward at least 1,600 native plants and offer bilingual educational workshops on stormwater runoff mitigation practices, directly impacting water quality.

Blue Water Task Force (BWTF)

BWTF is a volunteer-led water quality testing and education initiative that aims to protect public health and clean water at the beach by measuring fecal indicator bacteria levels in recreational waters, raising awareness of local pollution issues, and fostering community engagement to implement solutions. The Surfrider South Bay Chapter's BWTF Teach & Test program has grown over the past twenty years into a leading initiative that engages students from over 10 middle and high schools in hands-on water quality research, environmental policy, and exploring related career pathways. This program has grown to become a flagship for the Surfrider Foundation, and its popularity with schools, teachers, and students has led to demand exceeding capacity at the primary lab located in Redondo Beach. To advance environmental justice and quality STEM education throughout the watershed, a second lab in the priority community of Gardena is being launched in partnership with Gardena Willows Wetland Preserve.

This project proposes to partner with the schools listed above and their students to regularly collect and test water quality over a 24-month period. For every regularly scheduled water sampling event (monthly or semi-monthly, depending on conditions), students and their chaperones collect samples and bring them to the laboratory to be processed according to strict testing protocols approved by the Environmental Protection Agency (EPA). All samples are

tested for enterococcus, a fecal indicator bacterium that is the standard used to measure recreational water safety. Following a 24-hour incubation period, BWTF results are posted online on Surfrider's website and shared with the participating students, community volunteers, and the general public via social media and e-newsletters.

To engage underrepresented communities, Surfrider has relationships with several Title I schools in the area, including the Environmental Charter Middle School in Gardena. Through immersive science field trips, students will collect water samples in the Gardena Willow wetlands and process them in the lab at the reserve. These field trips are many of the students' first experiences with authentic, hands-on science.

Our proposed activities will leverage the Gardena Willows Wetland Preserve as a living classroom and community hub to improve water quality, foster stewardship, and promote equitable access to nature. To ensure inclusive participation, we will offer bilingual workshops (in English and Spanish) and interpretive materials that make water conservation and wetland ecology accessible to diverse populations.

Ocean Friendly Gardens (OFG)

Through Surfrider's OFG program, we will also work with community partners and train volunteers to implement nature-based solutions for urban and stormwater runoff at the Gardena Willows Wetland Preserve and schools located in DAC communities in Los Angeles and Long Beach, where the Surfrider Foundation Long Beach Chapter has established relationships. These collaborative OFG projects will include installing and stewarding native gardens and trees on school properties to retain and filter stormwater. The deep root systems of native plants and trees help absorb rain and retain water in the soil, reducing runoff and conserving water. School staff and community volunteers will receive training in rainwater retention, watershed pollution sources and prevention, and the multiple benefits of native plants and trees. These OFG projects will help protect water quality in underserved communities by reducing polluted runoff, conserving water, and training staff and community volunteers on how to steward their school grounds and their own yards to reduce pollution throughout their neighborhood and the watershed.

We will also collaborate with the Puente Latino Association, Conservation Corps of Long Beach, and the Aquarium of the Pacific to host native plant giveaways in DAC neighborhoods in Long Beach. These native plant events capitalize on people's interest in monarch butterflies and their host-plant relationship with native narrowleaf milkweed to engage the community on water quality issues related to pesticides and runoff. Monarch butterflies are also culturally significant to the Latino community. Each event will include programming on native plants and water quality in Spanish and English to best reach community members.

1. **Communities served:** identify communities served by using CalEnvironScreen score.
 - a. Identify the specific location of all project activities within that community to the extent practicable
 - b. If specific locations are TBD, describe process for selecting locations

See table above.

2. **Community partners:**

- a. Describe their role in the project and which tasks assisting with
- b. For each partner indicate whether they are being funded by this project.
 - i. If so, you will need to provide the same level of detail in the line-item budget as the project applicant in terms of hours/staff/tasks.
 - ii. If not, describe how the partner organization will be funded to do their component of the work.

All partners listed below are established partners of the Surfrider Foundation South Bay and Long Beach Chapters, with whom we have enjoyed collaborating multiple times to implement our Blue Water Task Force and Ocean Friendly Gardens programs. Community partners to implement this proposed project include:

City of Gardena/Wetland Willows Reserve. This partner will host and run the water testing lab at the Reserve, overseeing student and community volunteer participation in the water testing program, conducting student field trips and bilingual community workshops, and leading native plantings at the Reserve. This partner will receive a subaward to pay for staff time and two interns over the 24-month project period.

Environmental Charter Middle School. This partner will allow students to attend field trips and participate in the water quality testing program. This school is not receiving direct funding through this project and is not incurring any costs.

School Garden Foundation. This partner will collaborate with Surfrider's OFG coordinator to scope and implement projects with Title 1 schools where they have established relationships, focusing on installing native plants and trees to enhance rainwater retention features. This partner will not receive direct support from this grant, but the project budget includes funding to cover all materials and supplies needed. This partner will provide a local match of their own staff time to collaborate on this project.

Lafayette Elementary Nature Club. This is a parent-run nature club that meets monthly to engage students in activities. Surfrider will collaborate with this partner to steward and improve a native garden with rainwater retention benefits on school property. Club members will volunteer their time, and this grant will cover all supplies and materials needed for garden activities.

Twigs to Trees. This is a free-to-attend Child Development Center in a DAC community. We will collaborate with this partner to steward and enhance a native garden that offers rainwater retention benefits. All supplies and materials needed for garden activities will be covered by the project budget. Twigs to Trees will provide access to its property for volunteers during installation.

Neyham Neighborhood Association. This is a community group in North Long Beach. Volunteers from this partner will assist in facilitating planting and maintenance activities at Twigs to Trees.

Puente Latino Association. This is a community group based in North Long Beach that is well-connected and established in the Latino community. Staff from this partner will collaborate with Surfrider's OFG Coordinator to plan and host native plant giveaways, delivering bilingual educational programming on the multiple benefits of native plants, local water quality issues, and sustainable landscaping practices for water quality protection. Plant and material costs of activities are covered by the project budget. This partner will provide a local match of their own staff time to collaborate on this project.

Conservation Corps of Long Beach. This is a youth job training program located in Deforest Park. Youth Corps members will participate in native plant giveaways. All plant and material costs of activities are covered by the project budget.

Aquarium of the Pacific. This aquarium is an environmental non-profit. This partner will provide a local match of their own staff time to co-host a native plant giveaway with the Long Beach Chapter's Ocean Friendly Garden program. Plant and material costs of the event are covered by the project budget.

3. **Milestones:** Your project needs to be described in terms of tasks, milestones, and deliverables
 - a. Use quantitative information to describe project activities (i.e. number of community meetings, estimated number of participants, number of trees planted, etc.)

See Timeline & Deliverables chart below.

4. **Project Staff:** Please provide a roster of project staff, with a 1-2 sentence thumbnail describing each person's role in the project.
 - **Jaime LeDuc** - BWTF Program Manager: Provide technical guidance and logistical support for water quality testing programs
 - **Kathryn Dressendorfer** - Southern CA OFG Program Coordinator: Provide technical guidance, training, and logistical support for OFG installations, activities and communications.
 - **Michaela Coats** - Southern CA Regional Manager: Coordinate all chapter activities related to project milestones
 - **Mara Dias** - Clean Water Initiative Sr. Manager: Provide technical expertise, communication support, and top-level project oversight and coordination
 - **Zachary Plopper** - Sr. Environmental Director: Remove any project barriers and ensure continued alignment with organizational priorities

- **Ruarri Serpa** - IT Manager: Support web-based tools to broadcast water quality results and other outreach information
- **Elizabeth Nellums** - Grants Manager: Support project team in meeting reporting and other administrative requirements of the funding

5. **Scalability:** Indicate if the project is scalable; can it be done with less or more funding.

Yes, the deliverables of this project can be scaled with more or less funding, and/or more or less time.

6. **Budget:** In addition to the budget breakdown below which corresponds with Milestones, you will also need to provide an Excel spreadsheet that corresponds to the tasks identified and include the following information.
- Indicate each staff's hours and rate
 - Other project costs broken out by line items
 - Overhead not to exceed 10%

See attached spreadsheet.

Timeline & Deliverables: Please identify tasks and deliverables for 25%, 50% 75% and 100% completion milestones, and indicate a target completion date for each milestone. The target date must be expressed as number of months from project initiation. For example, if you expect to achieve your 25% milestone after three months, indicate “Completion Date Month 3.” Depending on your project workplan, project phases may not all be of equal length. Please describe the timeline that will work best for your project. Provide a line-item budget for each task.

Due to the nature of the settlement process, the exact date when the project is selected for funding cannot be determined in advance. The applicant needs to be able to start the project within 3 to 6 months of being awarded SEP. Commencement date will be documented in the contract materials. The maximum allowable project length is 24 months, and any funds not expended within the 36-month period must be returned. Therefore, we advise applicants to submit projects no longer than 24 months to allow space for unexpected delays which may extend the timeline. Surfrider is prepared to begin the project when notified.

Timeline & Deliverables			
Milestone	Tasks	Deliverables	Budget Sub-total for Milestone
25% Complete Completion Date: 8 months from start (Months 1-8, 8 months duration)	1. Establish & monitor sampling sites at coastal beaches & inland waterways for fecal indicator bacteria. 2. Upgrade lab equipment. 3. Share water quality information & test results with students and public. 4. Middle and high school students from DAC communities learn about local water quality issues, receive training on water testing methodology, explore career pathways in water quality science, and participate directly in Surfrider’s water quality monitoring program to generate publicly-available water quality and beach safety information. 5. Conduct student field trips. 6. Build awareness in community members in Gardena of local pollution	1. 28 sampling sites established & regularly sampled. 2. Lab equipment purchased, students and lab volunteers trained on safe operation, & equipment is in use. 3. 200 water quality tests performed. 4. 2,000 people receive water quality information via email and social media. 5. 2 field trips conducted for students at Environmental Charter High School, a Title I (low-income) school in Gardena, CA. 6. 125 students participate in educational field trips and water quality monitoring program. 7. 1 bilingual workshop and testing training held at Gardena Willows Wetland Preserve. 8. 20 community volunteers in Gardena participate in water quality testing. 9. OFG project scoping with school partners, project planning, staff training with School Garden Foundation, location selection,	\$73,590

Timeline & Deliverables			
Milestone	Tasks	Deliverables	Budget Sub-total for Milestone
	<p>issues and train them to participate in water quality testing program.</p> <p>7. Plan stormwater runoff projects and events with partners.</p>	<p>partner coordination, event planning for giveaways.</p> <p>Submit 25% Complete report (narrative & financial).</p>	
<p>50% Complete</p> <p>Completion Date: 15 months from start (Months 9-15, 7 months duration)</p>	<ol style="list-style-type: none"> 1. Monitor sampling sites at coastal beaches & inland waterways for fecal indicator bacteria. 2. Use purchased equipment for sampling. 3. Share water quality information & test results with students and public. 4. Middle and high school students from DAC communities learn about local water quality issues, receive training on water testing methodology, explore career pathways in water quality science, and participate directly in Surfrider's water quality monitoring program to generate publicly-available water quality and beach safety information. 5. Conduct student field trips. 6. Build awareness in community members in Gardena of local pollution issues and train them to participate in water quality testing program. 7. Organize and conduct runoff mitigation projects: install native flora, hold plant giveaways, etc. 	<ol style="list-style-type: none"> 1. 28 sampling sites regularly sampled. 2. 238 water quality tests performed. 3. 6,000 people receive water quality information via email and social media. 4. 3 field trips conducted for students at Environmental Charter High School, a Title I (low-income) school in Gardena, CA. 5. 125 students participate in educational field trips and water quality monitoring program. 6. 1 bilingual workshop and testing training held at Gardena Willows Wetland Preserve. 7. 20 community volunteers in Gardena participate in water quality testing. 8. 1 school garden site enhanced for runoff through stewardship activities. 9. 1 new school garden project installed at 1 school site. 10. 50 native plants and trees installed. 11. 1 plant giveaway event complete (500 plants distributed to 125 community members). <p>Submit 50% Complete report (narrative & financial).</p>	\$73,820

Timeline & Deliverables			
Milestone	Tasks	Deliverables	Budget Sub-total for Milestone
75% Complete Completion Date: 20 months from start (Months 16-20, 5 months duration)	1. Establish & monitor sampling sites at coastal beaches & inland waterways monitored for fecal indicator bacteria 2. Use purchased equipment for sampling. 3. Water quality information & test results shared with students and public. 4. Middle and high school students from DAC communities learn about local water quality issues, receive training on water testing methodology, explore career pathways in water quality science, and participate directly in Surfrider's water quality monitoring program to generate publicly-available water quality and beach safety information. 5. Conduct student field trips. 6. Build awareness in community members in Gardena of local pollution issues and train them to participate in water quality testing program. 7. Organize and conduct runoff mitigation projects: install native flora, hold plant giveaways, etc. 8. Conduct site visit for program staff.	1. Establish at least 2 new sampling sites & regularly monitor 30 locations. 2. 218 water quality tests performed. 3. 6,000 people receive water quality information via email and social media. 4. 3 field trips conducted for students at Environmental Charter High School, a Title I (low-income) school in Gardena, CA. 5. 125 students participate in educational field trips and water quality monitoring program. 6. 1 bilingual workshop and testing training held at Gardena Willows Wetland Preserve. 7. 25 community volunteers in Gardena participate in water quality testing. 8. 1 plant giveaway complete (500 plants distributed to 125 community members). 9. OFG activities ongoing at 4 of 4 school sites 10. location selection, partner coordination, event planning for remaining plant giveaways. Submit 75% Complete report (narrative & financial).	\$55,290
100% Complete	1. Monitor sampling sites at coastal beaches & inland waterways for fecal indicator bacteria.	1. At least 30 sampling sites regularly sampled. 2. 219 water quality tests performed. 3. 24,000 people receive water quality information via email and social media.	\$40,840

Timeline & Deliverables			
Milestone	Tasks	Deliverables	Budget Sub-total for Milestone
Completion Date: 24 months from start (Months 21-24, 4 months duration)	<ol style="list-style-type: none"> 2. Use purchased equipment for sampling. 3. Water quality information & test results shared with students and public. 4. Middle and high school students from DAC communities learn about local water quality issues, receive training on water testing methodology, explore career pathways in water quality science, and participate directly in Surfrider's water quality monitoring program to generate publicly-available water quality and beach safety information 5. Conduct student field trips. 6. Build awareness in community members in Gardena of local pollution issues and train them to participate in water quality testing program. 7. Organize and conduct runoff mitigation projects: install native flora, hold plant giveaways, etc. 8. Conduct site visit for program staff. 	<ol style="list-style-type: none"> 4. Release of South Bay Blue Water Task Force Teach & Test annual water quality report. 5. Two field trips conducted for students at Environmental Charter High School, a Title I (low-income) school in Gardena, CA. 6. 125 students participate in educational field trips and water quality monitoring program. 7. 1 bilingual workshop and testing training held at Gardena Willows Wetland Preserve. 8. 25 community volunteers in Gardena participate in water quality testing. 9. OFG installation & stewardship activities completed at 4 of 4 school sites. 10. 1 new school garden project installed at school site. 11. 1 school garden site enhanced through stewardship activities. 12. 50 native plants and trees installed. 13. 1 giveaway complete (500 plants distributed to 125 community members). <p>Submit 100% Complete report (narrative & financial).</p>	
Ongoing Tasks	<p><u>Surfrider Foundation</u></p> <ol style="list-style-type: none"> 1. Short quarterly narrative periodic report to Rose Fdn (every 3 months) 2. Milestone Completion Report submitted via Rose grant system <p><u>Rose Foundation:</u> Project administration, oversight and reporting to Regional Board:</p>		\$27,060

Timeline & Deliverables			
Milestone	Tasks	Deliverables	Budget Sub-total for Milestone
	<ol style="list-style-type: none"> 1. Rose shall forward all 3-month periodic reports to the Regional Board within 1 month of receipt from Surfrider Foundation (i.e. – submit periodic report to Regional Board by April 30, July 31, Oct. 31, Jan 31 of each year in which the project is active). 2. Rose shall provide all milestone completion reports to the Regional Board as part of the June 1 and December 1 SEP Program reports required by the Regional Board SEP Policy. 3. Rose shall use Surfrider Foundation’s 100% completion report as the basis for a Certificate of Completion and shall submit the Certificate of Completion to the Regional Board after the conclusion of the project. 		
Total Project			\$270,600

Cumulative project deliverables:

1. 30 sampling sites established & regularly sampled.
2. 875 water quality tests performed
3. 24,000 people receive water quality information via email and social media
4. Release of South Bay Blue Water Task Force Teach & Test annual water quality report
5. 10 field trips conducted for students at Environmental Charter High School, a Title I (low-income) school in Gardena, CA.
6. 500 students participate in educational field trips and water quality monitoring program
7. 4 bilingual workshops and testing trainings held at Gardena Willows Wetland Preserve
8. 90 community volunteers in Gardena participate in water quality testing
9. OFG installation & stewardship activities completed at 4 of 4 school sites
10. 2 new school garden projects installed at 2 school sites
11. 2 school garden sites enhanced through stewardship activities
12. 100 native plants and trees installed
13. 3 giveaways complete (1500 plants distributed to 375 community members)

Attach your line-item budget as an excel spreadsheet, and clearly relate all line items to the tasks in the chart. Once you submit your budget, the Rose Foundation will finalize to include our project administration costs. Please do not submit the Update Form or budget as PDFs. In order to meet Regional Board ADA requirements, and to allow the Rose Foundation to enter our information, we need these

materials as word docs, excel sheet, or equivalent. Thank you! **The project budget as presented includes all costs of program deliverables and does not rely on any other funding.**

Please Note: Once the project is approved, any line-item variation of more than 10% will require advance approval.