

**LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD**

**ORDER R4-2024-0148**

**In the Matter of:**

**CITY OF LOS ANGELES**

**LA SANITATION & ENVIRONMENT**

**SETTLEMENT AGREEMENT AND  
STIPULATION FOR ENTRY OF  
ADMINISTRATIVE CIVIL LIABILITY  
ORDER; ORDER**

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**I. Introduction**

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the Assistant Executive Officer of the California Regional Water Quality Control Board, Los Angeles Region (Los Angeles Water Board), on behalf of the Los Angeles Water Board Prosecution Team (Prosecution Team), and the City of Los Angeles (Discharger) (collectively, Parties) and is presented to the Los Angeles 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 a municipality that operates a wastewater collection and treatment system pursuant to Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (SSS WDR).
3. Prohibition C.1 of the SSS WDR states that “any sanitary sewer overflow (SSO) that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited.” Prohibition C.2 of the SSS WDR states that “any SSO that results in a discharge of untreated or partially treated wastewater that creates a nuisance as defined in California Water Code section 13050(m) is prohibited.”
4. Clean Water Act section 301 (33 U.S.C. §1311) and California Water Code (Water Code) section 13376 prohibit the discharge of pollutants to surface waters except in compliance with a National Pollutant Discharge Elimination System (NPDES) permit. The SSS WDRs are not an NPDES permit.
5. On July 18, 19, 20, and 27, 2016, Los Angeles Water Board staff inspected the SSO location at 1600 East 6<sup>th</sup> Street in Los Angeles (Site). Los Angeles Water Board staff confirmed that on July 18 and 19, 2016, untreated sewage overflowed from nine maintenance holes and an unidentified discharge point in front of the Pico Garden Market, creating a condition of nuisance and discharging into the Los

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Angeles River, a water of the United States. On November 2, 2016, Los Angeles Water Board issued a Notice of Violation which included an inspection report.

6. The Prosecution Team alleges the Discharger violated Prohibitions C.1 and C.2 of the SSS WDRs, Clean Water Act section 301, and Water Code section 13376 by discharging untreated wastewater to a water of the state and the United States.
7. Pursuant to Water Code section 13385(a), any person who violates Water Code section 13376 or any requirements of Clean Water Act section 301 is subject to administrative civil liability pursuant to Water Code section 13385(c), in an amount not to exceed the sum of both of the following: (1) ten thousand dollars (\$10,000) for each day in which the violation occurs; and (2) where there is a discharge, any portion of which is not susceptible to cleanup or is not cleaned up, and the volume discharged but not cleaned up exceeds 1,000 gallons, an additional liability not to exceed ten dollars (\$10) multiplied by the number of gallons by which the volume discharged but not cleaned up exceeds 1,000 gallons.
8. On April 4, 2017, the State Water Resources Control Board (State Water Board) adopted Resolution No. 2017-0020, which adopted the *2017 Water Quality Enforcement Policy* (Enforcement Policy). The Enforcement Policy was approved by the Office of Administrative Law and became effective on October 5, 2017.
9. The Enforcement Policy establishes a methodology for assessing administrative civil liability. Use of the methodology incorporates Water Code sections 13327 and 13385(e) that require the Los Angeles Water Board to consider specific factors when determining the amount of civil liability to impose, including "...the nature, circumstance, extent, and gravity of the violation or violations, whether the discharge is susceptible to cleanup or abatement, the degree of toxicity of the discharge, and, with respect to the violator, the ability to pay, the effect on ability to continue its business, any voluntary cleanup efforts undertake, any prior history of violations, the degree of culpability, economic benefit or savings, if any, resulting from the violation, and other matters that justice may require."
10. Attachment A, incorporated herein by reference, calculates the liability resulting from Discharger's unauthorized discharge of raw sewage described above, in violation of the SSS WDR, using the 2017 Enforcement Policy as agreed by the Parties.
11. The Parties have engaged in confidential settlement negotiations and agree to fully settle the violations alleged in this Stipulated Order without administrative or civil litigation and by presenting this Stipulated Order to the Los Angeles Water Board, or its delegee, for adoption as an order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.

12. Pursuant to the Enforcement Policy, section VI.B. (Settlement Considerations), the Prosecution Team agreed during settlement negotiations to reduce the administrative civil liability amount contained in the penalty calculation methodology included as Attachment A in consideration of hearing and/or litigation risks.
13. To resolve the violation by consent and without further administrative or civil proceedings, the Parties have agreed to the imposition of an administrative civil liability against the Discharger in the amount of \$1,662,743. The Prosecution Team believes that the resolution of the alleged violation 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.

### III. Stipulations

The Parties stipulate to the following:

14. **Jurisdiction:** The Parties agree that the Los Angeles Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulated Order.
15. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability in the amount of **\$1,662,743** to resolve the violations specifically alleged in this Stipulated Order as follows:

- a. No later than 30 days after the Los Angeles Water Board, or its delegee, signs this Stipulated Order, the Discharger shall submit a check for **\$12,743** to the State Water Board. The check shall be made payable to the "State Water Pollution Cleanup and Abatement Account", reference the order number on page one of this Stipulated Order, and be mailed to:

State Water Resources Control Board Accounting Office  
Attn: ACL Payment  
P.O. Box 1888  
Sacramento, CA 95812-1888

The Discharger shall provide a copy of the check via email to the State Water Board, Office of Enforcement (Dan.Kippen@waterboards.ca.gov) and the Los Angeles Water Board (Ching-Yin.To@waterboards.ca.gov).

- b. The Parties agree that the remaining **one million six hundred fifty thousand dollars (\$1,650,000)** (SEP amount) of the administrative civil liability shall be utilized to implement the SEPs as described herein and in Attachments B and C, which are hereby incorporated by reference.

- c. The State Water Board's May 3, 2018 Policy of Supplement Environmental Projects (SEP Policy) section VIII.B. provides:

Unless otherwise permitted by statute or approved by the Director of [the Office of Enforcement (OE)] based on a finding of compelling justification due to exceptional circumstances . . . no settlement shall be approved by the Water Boards that fund a [Supplemental Environmental Project (SEP)] in an amount greater than 50 percent of the total adjusted monetary assessment against the settling party. The total adjusted monetary assessment is the total amount assessed, exclusive of a Water Board's investigative and enforcement costs.

The Director of OE may approve a proposed settlement to fund a SEP in an amount greater than 50 percent of the total adjusted monetary assessment in cases where the SEP is located in or benefits a disadvantaged community, an environmental justice community, a community that has a financial hardship, or where the SEP substantially furthers the human right to water.

Pursuant to the Director of OE's April 30, 2021 memorandum on approving disadvantaged community and environmental justice SEPs greater than 50 percent of the total adjusted monetary assessment (SEP Memo), in this case more than 50 percent to the total adjusted monetary assessment may be dedicated to SEPs if they are located in and/or benefit a disadvantaged community. Attachments B and C, incorporated herein by reference, describe the proposed SEPs, each of which are located in and/or benefit a disadvantaged community. The Prosecution Team provided written notification of the SEPs to the Director of OE and obtained approval for the SEPs to exceed 50 percent of administrative civil liability. Therefore, \$1,650,000 (SEP Amount) of the administrative civil liability is directed to the SEPs identified below, which are more fully described in Attachments B and C.

- i. The Discharger agrees to perform a SEP described as "East 6th Street Green Infrastructure Corridor Project" at a cost of **\$1,575,000** as included in Attachment B.
- ii. Additionally, the Discharger agrees to pay \$75,000 to the Rose Foundation for performance of a SEP described as "Council for Watershed Health: CBO Capacity Building for Green Infrastructure Planning and Development" as included in Attachment C. The Council for Watershed Health: CBO Capacity Building for Green Infrastructure Planning and Development SEP was approved, in concept, by Los Angeles Water Board and was included on the Los Angeles Water Board's 2021 Disadvantaged Community

Supplemental Environmental Project List (DAC SEP List). No later than 30 days after the Los Angeles Water Board, or its delegee, signs this Order, the Discharger shall submit a check for **\$75,000** to the Rose Foundation for implementation of the SEP. The check shall be made payable to the “Rose Foundation for Communities and the Environment”, reference the Order number on page one of this Order, and be mailed to:

**Rose Foundation for Communities and the Environment**  
Attn: Pamela Arauz and Jodene Isaacs  
201 4<sup>th</sup> Street, Suite 102  
Oakland, California 94607

The Discharger shall provide a copy of the check via email to the State Water Board, Office of Enforcement (Dan.Kippen@waterboards.ca.gov) and the Los Angeles Water Board (Ching-Yin.To@waterboards.ca.gov).

- iii. The Discharger and Rose Foundation are collectively referred to as SEP Implementing Parties, and individually as a SEP Implementing Party.

16. **SEP Requirements:** The Parties agree that the SEP Amount will be expended on the SEPs identified in Attachments B and C and that the amount associated with each discrete SEP shall be treated as a suspended administrative civil liability at the time of project completion for purposes of this Stipulated Order. The Los Angeles 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 Attachments B and C.

17. **Nexus to the Violation:** The SEP Policy requires that a SEP have a nexus to the alleged violation. (SEP Policy, section VIII.F.) The SEPs included in this Stipulated Order have a nexus to the location of the alleged violation because the primary benefits to be attained from the SEPs are located within a 50-mile radius of the location of the violations.

18. **SEP Categories:** The SEP Policy provides for seven categories of SEPs. (SEP Policy, section V.) The “East 6th Street Green Infrastructure Corridor Project” SEP falls under the “Pollution Reduction” category, and the “Council for Watershed Health: CBO Capacity Building for Green Infrastructure Planning and Development” SEP falls under the “Other Projects” category.

19. **SEP Oversight:** The Discharger and Rose Foundation will oversee implementation of their respective SEP in lieu of Los Angeles Water Board staff oversight. These oversight costs are included in the direct costs of the SEPs as

allowed under section VIII.G. of the SEP Policy since the SEPs directly benefit disadvantaged communities. Oversight costs for the Rose Foundation SEP are within the 10 percent limit for SEPs performed by third party administrators. (SEP Policy, section VIII.G.)

**20. Reporting Requirements for the SEPs:** The SEP Implementing Parties agrees to submit, or cause to be submitted, the following reports on SEP implementation to the Los Angeles Water Board:

- a. **Quarterly Reports:** Quarterly Reports must be submitted in accordance with the schedule provided in Attachments B and C. The Quarterly Reports must describe the tasks completed during the previous quarter, whether the SEP Implementing Parties are in compliance with the milestones and deadlines contained in Attachments B and 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.
- b. **Certification of SEP Completion:** No later than the deadlines contained in Attachments B and C, the SEP Implementing Parties must submit, or cause to be submitted, a final report that documents completion of each SEP 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.

Documentation of SEP completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Los Angeles Water Board to evaluate SEP completion and the costs incurred.

**21. 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 Los Angeles Water Board enforcement action against the Discharger.

22. **SEPs are Above and Beyond the Discharger's Obligations:** The SEPs included in this Stipulated Order contain only measures that go above and beyond the Discharger's obligations. The SEPs are not part of the Discharger's normal business nor is the Discharger otherwise legally required to implement any portion of the SEPs.
23. **No Benefit to Los Angeles Water Board Functions, Members, or Staff:** These SEPs provide no direct fiscal benefit to the Los Angeles Water Board's functions, its members, its staff, or any family member of staff.
24. **Los Angeles Water Board Not Liable:** The Los Angeles 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 SEP Implementing Party or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.
25. **Third Party Audit:** The SEP Policy requires that if a project has a direct cost of over \$1 million, the Discharger must have a third-party financial audit performed after the completion of the project. Pursuant to Section IX.I of the SEP Policy, the Discharger shall submit an audit report for the "East 6th Street Green Infrastructure Corridor Project" SEP, prepared by an independent third party, acceptable to the Los Angeles Water Board, providing such party's professional opinion that the Discharger has expended money in the amount claimed by the Discharger. This audit report shall be at the sole cost of the Discharger and shall be submitted within three (3) months of the SEP Completion Date. The audit need not address any costs incurred by the Los Angeles Water Board for SEP oversight.

For the "Council for Watershed Health: CBO Capacity Building for Green Infrastructure Planning and Development" SEP, if the Los Angeles Water Board obtains information reasonably indicating that 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 Los Angeles Water Board or its delegee may require, and the SEP Implementing Party must submit, at its sole cost, a report prepared by an independent third party(ies) acceptable to the Los Angeles Water Board or its delegee, stating that in its professional opinion, the SEP Implementing Party has or has not expended money in the amounts claimed. In the event of such an audit, the SEP Implementing Party agrees that the third-party auditor will be provided with access to all documents that the auditor requests. Such information must be provided to the Los Angeles Water Board within three months of the date on which the Los Angeles Water Board or its delegee requires the audit.

26. **Request for Extension of Completion Date:** If the SEP Implementing Party cannot complete the SEP(s) by the SEP Completion Date(s) due to circumstances beyond the control of the SEP Implementing Party or its agents and which could

not have been reasonably foreseen and prevented or minimized by the exercise of due diligence, the Discharger shall notify the Executive Officer in writing within thirty (30) days of the date that the SEP Implementing Party first knew of the event or circumstance that caused or would cause a violation of this Order. The notice shall describe the reason for the non-compliance 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, the measures taken or to be taken to minimize the delay, the schedule by which the measures will be implemented, and the anticipated date of compliance. The SEP Implementing Party shall adopt all reasonable measures to avoid and minimize such delays. The determination as to whether the circumstances were beyond the reasonable control of the SEP Implementing Party and its agents 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 its control that could not have been reasonably foreseen and prevented by the exercise of reasonable diligence by the SEP Implementing Party, or its agents, a new compliance deadline shall be established. The Executive Officer will endeavor to grant a reasonable extension of time if warranted.

27. **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 15.a. Payment of the Difference shall satisfy the Discharger's obligations to implement the SEP.
28. **Failure to Complete the SEP:** If the SEPs are not fully implemented by the SEP Completion Dates listed in Attachments B and 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 Los Angeles 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. Unless the Los Angeles Water Board or its delegee determines otherwise, the Discharger shall not be entitled to any credit, offset, or reimbursement from the Los Angeles Water Board for expenditures made on the SEP prior to the issuance date of the Notice. Within 30 days of the Los Angeles 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 15.a. Payment of the assessed amount shall satisfy the Discharger's obligations to implement the SEP.

29. **Replacement SEP:** If there is a material failure, in whole or in part, to perform the SEPs described in paragraph 15.c., due to circumstances beyond the control of the SEP Implementing Party, and the Los Angeles Water Board does not move to collect the Payment of Suspended Liability amount as provided in paragraph 28, the Parties agree that the Discharger may propose a Replacement SEP. Whether there is a material failure to perform the SEP(s) described in paragraph 15.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). 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 Los Angeles 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 Los Angeles 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 28. The Discharger shall not have an opportunity to propose a second Replacement SEP should it fail to complete the Replacement SEP for any reason.
30. **Los Angeles Water Board Acceptance of Completed SEPs:** Upon the Discharger's satisfaction of its obligations under this Stipulated Order, the completion of the SEPs and any audits, the Los Angeles 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.
31. **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.

**32. Party Contacts for Communications Related to Stipulated Order:**

For the Los Angeles Water Board:

Ching Yin To  
Senior Water Resource Control Engineer  
Los Angeles Regional Water Quality Control Board  
320 West 4<sup>th</sup> Street, Suite 200  
Los Angeles, CA 90013  
(213) 620-6373  
Ching-Yin.To@waterboards.ca.gov

For the Discharger:

Troy Ezeh, P.E.  
Environmental Engineer  
LA Sanitation and Environment  
Wastewater Engineering Services Division  
2714 Media Center Drive,  
Los Angeles, 90065  
(323) 342-6251  
troy.ezeh@lacity.org

**33. 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.

**34. Covered Matters:** Upon the Los Angeles Water Board's adoption of this Order, this Order presents a final and binding resolution and settlement of the alleged violations in this Stipulated Order. The provisions of this paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadline specified in paragraph 15.a. and the successful completion of the SEPs as outlined in this Stipulated Order and Attachments B and C, or full payment of the associated SEP Amounts.

**35. 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 Los Angeles Water Board, or its delegee. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Los Angeles 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 Los Angeles Water Board, or its delegee. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.

36. **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.
37. **No Waiver of Right to Enforce:** The failure of the Prosecution Team or Los Angeles 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 Los Angeles Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order. 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 Los Angeles 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.
38. **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 Los Angeles Water Board or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.
39. **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.
40. **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 Stipulated Order. All modifications must be made in writing explicitly referencing this Stipulated Order and approved by the Los Angeles Water Board or its delegee.
41. **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.
42. **If Order Does Not Take Effect:** The Discharger's obligations under this Stipulated Order are contingent upon the entry of the Order of the Los Angeles Water Board as proposed. In the event that this Stipulated Order does not take effect because it is not approved by the Los Angeles 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 Los Angeles Water Board to determine whether to assess an administrative civil liability for the underlying alleged violations, or may continue to pursue settlement.

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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 Los Angeles 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 Los Angeles 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 based on the time period that the Order or decision by settlement may be subject to administrative or judicial review.

43. **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 Los Angeles Water Board, hereby waives its right to a hearing before the Los Angeles Water Board prior to the Stipulated Order's adoption. However, should the settlement not be adopted, and should the matter proceed to the Los Angeles Water Board or State Water Board for hearing, the Discharger does not waive the right to a hearing before an order is imposed.

44. **Waiver of Right to Petition:** Except in the instance where the settlement is not adopted by the Los Angeles Water Board, the Discharger hereby waives the right to petition the Los Angeles 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.

45. **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 Stipulated Order.

46. **No Admission of Liability/No Waiver of Defenses:** In settling this matter, the Discharger does not admit to any of the allegations stated herein or admit to any violations of the Water Code, or any other federal, State, or local law or ordinance, but recognizes that this Stipulated Order may be used as evidence of a prior

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enforcement action against the Discharger, consistent with Water Code sections 13327 and 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.

47. **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.
48. **Necessity for Written Approvals:** All approvals and decisions of the Los Angeles 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 Los Angeles 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.
49. **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.
50. **Severability:** This Stipulated Order is severable; should any provision be found invalid, the remainder shall remain in full force and effect.
51. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Los Angeles Water Board, or its delegee, enters the Order incorporating the terms of this Stipulated Order.
52. **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.

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**IT IS SO STIPULATED.**


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

By: \_\_\_\_\_ Date \_\_\_\_\_  
Russ Colby  
Acting Assistant Executive Officer

[Signatures Continue on Next Page]

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By:  7/24/24  
Barbara Romero, Director and General Manager Date

Approved as to Form:

By:  7/26/2024  
ADENA M. HOPENSTAND Date  
Deputy City Attorney

**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 Los Angeles Water Board. The Los Angeles 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 Los Angeles 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.

\_\_\_\_\_  
Susana Arredondo  
Executive Officer  
Los Angeles Regional Water Quality Control Board

\_\_\_\_\_  
Date

Attachment A: Effluent Limitation Violations Penalty Methodology  
Attachment B: "East 6th Street Green Infrastructure Corridor Project" SEP  
Attachment C: "Council for Watershed Health: CBO Capacity Building for Green Infrastructure Planning and Development" SEP



# Attachment A

Attachment A – Specific Factors Considered  
Administrative Civil Liability Complaint No. R4-2024-0148  
City of Los Angeles  
LA Sanitation & Environment  
Hyperion CS  
WDID No. 4SSO10450

Pursuant to California Water Code section 13385(e) and the State Water Board Water Quality Enforcement Policy effective October 5, 2017<sup>1</sup> (Enforcement Policy), the Regional Water Quality Control Board, Los Angeles Region (Los Angeles Water Board) is required to consider the following factors in determining the amount of civil liability: the nature, circumstances, extent, and gravity of the violations; whether the discharge is susceptible to cleanup or abatement; the degree of toxicity of the discharge; and with respect to the violator, the ability to pay; the effect on the ability to continue in business; voluntary cleanup efforts; prior history of violations; the degree of culpability; economic benefit or savings, if any, resulting from the violation; at a minimum, the liability shall be assessed at a level that recovers the economic benefit, if any, derived from the acts that constitute the violation.

Each factor of the Enforcement Policy methodology and its corresponding category, adjustment, or amount for the violation alleged in this Administrative Civil Liability (ACL) Complaint is presented below.

**Violation: Unauthorized discharge of raw sewage from 9 maintenance holes and an unidentified discharge point in front of the Pico Garden Market into Los Angeles River.**

Prohibition C.1 of Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (SSS WDR) adopted by the State Water Resources Control Board (State Water Board), states that “any sanitary sewer overflow (SSO) that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited.” Prohibition C.2 of the SSS WDR states that “any SSO that results in a discharge of untreated or partially treated wastewater that creates a nuisance as defined in California Water Code section 13050(m) is prohibited.”

Pursuant to Prohibition C.1 and C.2 of the SSS WDR, the City of Los Angeles (Discharger, and collectively with Los Angeles Water Board, Parties) is prohibited from causing any SSO that results in a discharge of untreated or partially treated wastewater to waters of the United States and creates a nuisance as defined in California Water Code section 13050(m).

On July 18, 19, 20, and 27, 2016, Los Angeles Water Board staff inspected the SSO location at 1600 East 6<sup>th</sup> Street in Los Angeles (Site). Los Angeles Water Board staff confirmed that on July 18 and 19, 2016, untreated sewage overflowed from nine maintenance holes and an unidentified discharge point in front of the Pico Garden Market,

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<sup>1</sup> The Parties agreed to apply this version of the Enforcement Policy to this case.

creating a condition of nuisance and discharging into the Los Angeles River, a water of the United States. On November 2, 2016, Los Angeles Water Board staff issued a Notice of Violation which included an inspection report.

Step 1. Actual or Potential for Harm for Discharge Violations

a. Degree of Toxicity of the Discharge: 3

Raw sewage contains microbial pathogens known to be harmful to public health including, but not limited to the following:

- Bacteria: campylobacter, E.coli, vibrio cholera, salmonella, S.typhi, shigella, Yersinia
- Parasites: cryptosporidium, entamoeba, giardia
- Virus: adenovirus, astrovirus, norovirus, echovirus, enterovirus, reovirus, rotavirus

Raw sewage can cause illness including abdominal cramps, vomiting, diarrhea, high fever, and dehydration. Additionally, it can cause diseases such as gastroenteritis, salmonellosis, typhoid fever, pneumonia, shigellosis, cholera, bronchitis, hepatitis, aseptic meningitis, cryptosporidium, amoebic dysentery, giardiasis, and even death.

Raw sewage can also cause environmental impacts such as a loss of recreation and can be detrimental to aquatic life support, can result in organic enrichment, and can also result in exposure to floatable inorganic objects (e.g., condoms, tampons, medical items such as syringes).

Therefore, the Prosecution Team assigned a score of **3** to the discharge because it poses an above moderate risk or a direct threat to potential receptors.

b. Actual Harm or Potential Harm to Beneficial Uses: 4

The SSO started at approximately 2:28 pm on July 18, 2016, and ended at approximately 1:50 pm on July 19, 2016 when the Emergency On-Call contractor was able to install a bypass and restore flow around the collapsed section of pipe. During this time, approximately 2,630,754 gallons of untreated sewage was released from the sanitary sewer collection system (collection system). The Discharger captured and returned approximately 936,000 gallons back into the collection system. The remaining 1,694,754 gallons of untreated sewage entered area storm drains and flowed to the Los Angeles River.

According to the Notice of Violation (NOV) dated November 2, 2016, and the attached Inspection Report, Los Angeles Water Board staff observed untreated sewage discharges from manholes flooding streets in the vicinity of the SSO. Sewage was observed flowing out of at least two businesses and from a manhole

in a gated community. Vehicles along South Clarence Street were observed parked in raw sewage and pedestrians including residents and business employees were observed walking through sewage as the streets and a portion of the sidewalk were flooded. Business employees at 627 South Clarence Street were sandbagging and diverting sewage out of the building onto the street while walking through sewage. Los Angeles Water Board staff observed fecal matter, toilet paper, and other materials of sewage origin (collectively, MOSO) flowing out of manholes, onto the street and into storm drains.

Water quality monitoring performed by the Discharger's Watershed Protection Division and Environmental Monitoring Division indicated elevated bacterial levels in the Los Angeles River resulting from the SSO on July 19, 2016 and July 20, 2016.

On July 19, 20 and 21, 2016, approximately 5 miles of beaches within the cities of Long Beach and Seal Beach were closed by local health departments due to bacterial contamination resulting from the SSO.

Los Angeles River is located within the Los Angeles River Watershed. The Los Angeles River flows in an open concrete channel adjacent to the Site, runs along the 710 Freeway ultimately reaching the Pacific Ocean approximately 20 miles away in the City of Long Beach. The existing and potential beneficial uses of the Los Angeles River and Los Angeles River Estuary include industrial service supply; ground water recharge; navigation; water contact recreation; non-contact water recreation; commercial and sport fishing; warm freshwater habitat; estuarine habitat; marine habitat; wildlife habitat; rare, threatened or endangered species; migration of aquatic organisms; spawning, reproduction, and/or early development; shellfish harvesting; and wetland habitat.

The beneficial uses designated in the Basin Plan for the Pacific Ocean include, among others, industrial service supply; navigation; water contact recreation; non-contact water recreation; commercial and sport fishing; marine habitat; wildlife habitat; rare, threatened or endangered species; migration of aquatic organisms; spawning, reproduction, and/or early development; and shellfish harvesting.

The potential and existing beneficial uses of the impacted beaches of Long Beach include navigation; water contact recreation; non-contact water recreation; commercial and sporting fishing; marine habitat; wildlife habitat; migration of aquatic organisms; spawning, reproduction, and/or early development; and shellfish harvesting.

Therefore, the actual or potential harm was characterized as having an above moderate threat to beneficial uses, with observed impacts, temporary restrictions on beneficial uses, and human or ecological health concerns. A score of **4** was assigned for this factor.

c. Susceptibility to Cleanup or Abatement: 1

Because approximately 1.6 million gallons of the approximately 2.6 million gallons discharge of untreated sewage entered the Los Angeles River before capture, less than 50 percent of the discharge was susceptible to cleanup or abatement. Therefore, a score of **1** was assigned.

Based on the above determinations, the Potential for Harm for the violation is **8** for this violation.

$$(\text{Score A}) + (\text{Score B}) + (\text{Score C}) = 3 + 4 + 1 = 8$$

Step 2. Assessment for Discharge Violations

Water Code section 13385, subdivision (c), states that civil liability may be imposed administratively in an amount not to exceed the sum of ten thousand dollars (\$10,000) for each day in which the violation occurs and \$10 for each gallon discharged but not cleaned up that exceeds 1,000 gallons.

Per Gallon Assessment

To calculate the initial liability amount on a per gallon basis, a Per Gallon Factor is determined from Table 1 of the Enforcement Policy by using the Potential for Harm score (from Step 1) and the extent of Deviation from Requirement (minor, moderate, or major) of the violation. The Per Gallon Factor is then multiplied by the number of gallons subject to administrative civil liability multiplied by the maximum per gallon liability amount.

a. Deviation from Requirement: Major

Section C.1 of State Water Board Order No. R4-2006-0003-DWQ states that “any SSO that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited.”

Section C.2 of State Water Board Order No. R4-2006-0003-DWQ states that “any SSO that results in a discharge of untreated or partially treated wastewater that creates a nuisance as defined in California Water Code section 13050(m) is prohibited.”

Section 301 of the Clean Water Act (33 U.S.C. § 1311) prohibits the discharge of pollutants to waters of the United States except in compliance with a National Pollutant Discharge Elimination System (NPDES) Permit.

Water Code section 13376 prohibits the discharge of pollutants to waters of the United States without filing a report of waste discharge in accordance with Water Code section 13260.

The July 18 to July 19, 2016 discharge of untreated sewage was a direct

deviation from these prohibitions. Therefore, the Deviation from Requirement is “Major.”

b. Per Gallon Factor: 0.6

Using a Potential for Harm score of “8” and a “Major” Deviation from Requirement, a Per Gallon Factor of 0.6 is selected from Table 1 of the Enforcement Policy.

- c. The maximum per gallon penalty amount allowed under Water Code section 13385, subdivision (c), is \$10 multiplied by the number of gallons by which the volume discharged but not cleaned up exceeds 1,000 gallons (1,694,754 gallons – 1,000 gallons = 1,693,754 gallons). Because the violation was a high-volume discharge, the Prosecution Team determined that it is appropriate to apply a per gallon liability amount of \$1.50 per gallon, as allowed by the Enforcement Policy.

Using the information above, the Initial Liability assessed per gallon is calculated to be: (Per Gallon Factor) x (gallons subject to liability) x (maximum per gallon liability amount) = (0.6) x (1,693,754 gallons) x (\$1.50/gallon) = \$1,524,379

Per Day Assessment

To calculate the initial liability amount on a per day basis, a Per Day Factor is determined from Table 2 of the Enforcement Policy by using the Potential for Harm score (from Step 1) and the extent of Deviation from Requirement of the violation. The days of violation were counted as 2 because the discharge began at 2:28 pm on July 18, 2016, and ended at 1:50 pm on July 19, 2016.

- a. Deviation from Requirement: Major (see discussion for per gallon assessment above).
- b. Per Day Factor: A Per Day Factor of 0.6 is selected from Table 2 of the Enforcement Policy.
- c. Using the information above, the Initial Liability assessed per day is calculated to be: (Per Day Factor) x (Days subject to penalty) x (Maximum per day liability amount) = (0.6) x (2 days) x (\$10,000/day) = \$12,000

Step 3. Per Day Assessment for Non-Discharge Violations

Not applicable (discharge violation alleged)

Step 4. Adjustment Factors

Additional factors are considered and can modify the amount of initial liability: Culpability; Cleanup and Cooperation; History of Violations and, if applicable,

Multiple Day Violations.

a. Culpability: **1.2**

The culpability multiplier ranges between 0.5 and 1.5, with the lower multiplier for accidental incidents, and higher multiplier for intentional or negligent behavior.

In 2009, the Discharger conducted CCTV of the failed section of the North Outfall Sewer (NOS) and identified that the sewer is in condition D because most of the ceramic tile liner was noted to be missing. According to the Discharger's Sanitary System Management Plan, condition D pipes are not considered to be in imminent danger of failure and placed in a capital improvement program based on the sewer condition. Condition D pipes are scheduled for replacement or rehabilitation usually within five years. These sewers are scheduled for re-televising annually until the project is complete. Preventative measures are intensified to avoid emergency situations and follow-up inspections are conducted annually.

According to the Discharger's Wastewater Capital Improvement Program – Project Descriptions and 10-year Expenditure Plan (CIP), the failed section of the NOS was first placed in Fiscal Year 2014/15 CIP dated July 17, 2014, as CIP #1491 and #1492. The planning phase for these projects was scheduled to begin in 2022.

However, the schedules for CIP #1491 and #1492 were accelerated in the Discharger's Fiscal Year 2015/16 CIP and the Discharger began the planning phase in 2015.

Between February and September 2016, the Discharger was demolishing the Sixth Street Viaduct in the vicinity of the July 18, 2016 SSO. During this period, heavy equipment including excavators, backhoes, front-end loaders, trucks, and jackhammers were used to demolish the viaduct. Debris from the demolition dropped to street level causing impact and vibration as well. Advisories published by the Discharger noted vibration monitoring was being conducted during the demolition and construction activity. On July 14, 2016, the Discharger announced extended closure of Mission Road for Viaduct Demolition.

On July 5, 2016, a section of the NOS near the intersection of 6<sup>th</sup> Street and Mission Road collapsed causing a sink hole to form. A contractor was hired and completed the repairs on July 11, 2016.

On July 15, 2016, a second sink hole formed from another collapsed section of the NOS near 654 South Mission Road, 750 feet from the July 5, 2016 event. Another contractor was hired to repair the NOS and sink hole.

Demolition work on the Sixth Street Viaduct continued despite two sink holes forming within a 10-day period in the vicinity and under viaduct demolition.

Based on the above, the Prosecution Team assigned a multiplier of 1.2 for this violation.

b. Cleanup and Cooperation: **1.0**

This is the extent to which the Discharger voluntarily cooperated in returning to compliance and correcting environmental damage. The multiplier for this factor ranges between 0.75 to 1.5, with the lower multiplier being applied where there is a high degree of cleanup and cooperation, and a higher multiplier where this is absent.

On July 18, 2016, 45 field crews of the Discharger's Wastewater Collection Systems Division responded to the emergency according to the Discharger's Sanitary Sewer Overflow Response and Reporting Procedures. The Discharger mobilized twenty 1,500-gallon vacuum tankers and eight 5,000-gallon vacuum tankers. The Discharger diverted flow from the NOS to North-East Interceptor Sewer (NEIS) in Lincoln Heights and began establishing a temporary bypass system to minimize the overflow.

The Discharger was able to capture and return approximately 936,000 gallons of untreated sewage to the collection system until the SSO ceased at 1:50 pm on July 19, 2016 when the contractor cleared blockage and restored the flow in the collection system.

In addition, the emergency on-call contractor was able to construct a permanent bypass system to pump sewage around the collapsed section of the NOS within 24 hours. The Discharger washed down debris, disinfected the affected area and completed cleanup on July 22, 2016. The Prosecution Team determined that the Discharger had a reasonable and prudent response to the SSO and a cleanup and cooperation factor of 1 is appropriate.

c. History of Violations: **1.1**

The Discharger had a history of violations within five years prior to the SSO event, which was addressed in the Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (ACLO) No. R4-2013-0017, executed by the Los Angeles Water Board Executive Officer on November 18, 2013. Therefore, a multiplier of 1.1 was selected for this factor.

Step 5. Total Base Liability: \$2,028,020

The initial base liability per gallon and initial base liability per day are multiplied



by the above factors to determine the total base liability amount:  $(\$1,524,379 + \$12,000) \times 1.2 \times 1.0 \times 1.1 = \$2,028,020$

Step 6. Ability to Pay: **No Adjustment**

Consistent with Water Code section 13385, the Enforcement Policy provides that if the Water Board has sufficient financial information to make a finding that the Discharger lacks the ability to pay the Total Base Liability, or to make a finding that the Total Base Liability will negatively impact the Discharger's ability to continue in business, then it may adjust the Total Base Liability amount downward. Ultimately, the adjusted Final Liability Amount must be higher than the economic benefit the Discharger realized from committing the violation plus 10 percent.

To assess the Discharger's ability to pay, the Prosecution Team reviewed the City of Los Angeles' fiscal year (FY) 2022-2023 Proposed Budget (FY 2022-23 Budget), which is publicly available on their website. LASAN's proposed FY 2022-23 Budget (page 353 of the document) indicated that LASAN estimated a reserve fund of \$866 million for FY 2021-2022 and a proposed reserve budget of \$535 million for FY 2022-2023 to meet ongoing emergency and contingency obligations. These figures support the conclusion that LASAN has the ability to pay the proposed penalty, and the proposed penalty will result in no significant impact for the City's ratepayers. Therefore, no adjustment is warranted.

Step 7. Economic Benefit: \$14,631

Water Code section 13385(e) requires that, at a minimum, liability be assessed at a level that recovers the economic benefits derived from the acts or omission that constitute a violation. The Enforcement Policy directs the Los Angeles Water Board to determine any economic benefit of the violation based on the best available information. It provides that the administrative civil liability should exceed this amount plus 10 percent and that the economic benefit of noncompliance should be calculated using the United States Environmental Protection Agency's (U.S. EPA) Economic Benefit Model (BEN) program unless it is demonstrated that an alternative method of calculating the economic benefit is more appropriate. For this case, the economic benefit was calculated using BEN Version 2022.0.0 (June 2022).

To prevent or mitigate the violation, the Discharger should have identified and completed repair work to the collection system prior to the SSO occurring, resulting in delayed costs. Based on information provided by the Discharger, the repair work to the NOS was broken down into three parts: work prior to repair, Phase I repair work, and a Phase II condition assessment and future repairs. Pre-work took approximately three months to complete, Phase I repair work was expected to take three months, and it is assumed that the Phase II condition assessment and future repairs would take the same amount of time as Phase I

repair work, resulting in a total project time of nine months. Therefore, pre-work would have needed to begin nine months prior to the SSO occurring, October 18, 2015; Phase I repair work would have begun three months after the completion of pre-work, January 18, 2016; and the Phase II condition assessment and future repairs would have begun three months after the completion of Phase I repair work, April 18, 2016. Pre-work was not completed until the end of October 2016 and Phase I repair work was anticipated to be completed by February 2017, indicating that the Phase II condition assessment and future repairs would likely not be completed until May 1, 2017. Based on information provided by the Discharger, the cost of pre-work was \$4 million, the cost of Phase I repair work was expected to be \$8.5 million, and the cost of the Phase II condition assessment and future repairs ranges from \$2.5 million to \$10 million. It is assumed that the cost of the Phase II condition assessment and future repairs is \$2.5 million to be conservative.

The delay in completing pre-work resulted in an economic benefit of \$14,631. The delay in completing Phase I repair work and the Phase II condition assessment and future repairs resulted in no economic benefit. For computational purposes, the penalty payment date was established as December 31, 2023. Based on specific assumptions within the model, the total economic benefit of non-compliance was determined to be approximately \$14,631.

#### Step 8. Other Factors as Justice May Require

- a. In light of the litigation risks associated with this matter, and in recognition of the amount of resources the Discharger mobilized to capture and contain the sewage on the street level, the Parties have agreed to reduce the Total Base Liability amount by \$368,291.
- b. Staff Cost: *\$3,014*

To date, the Los Angeles Water Board has incurred \$3,014 in staff costs associated with the investigation, preparation, and enforcement of the violations. This represents 24 hours of staff time devoted to meetings, communication, and drafting the enforcement documents.

The Los Angeles Water Board finds that it is appropriate to increase the Total Base Liability amount by \$3,014 in consideration of investigation and enforcement costs incurred regarding this matter. Increasing the Total Base Liability amount in this manner serves to create a more appropriate deterrent against future violations.

Based on the above, the Total Base Liability is adjusted to \$1,662,743.

Step 9. Maximum and Minimum Liability Amounts

The Enforcement Policy directs the Los Angeles Water Board to consider maximum and minimum liability amounts set forth in the applicable statutes.

a. Statutory Maximum: \$16,957,540

This is determined by multiplying the volume discharged but not cleaned up exceeds 1,000 gallons by the maximum \$10 per gallon and two days of violations multiplied by the maximum \$10,000 per day under Water Code section 13385, subdivision (c).

b. Statutory Minimum: *\$16,094*

The Enforcement Policy requires the Los Angeles Water Board to recover, at a minimum, 10 percent more than the economic benefit. Therefore, the statutory minimum is *\$16,094*.

Step 10. Final Liability Amount: \$1,662,743

The final liability amount consists of the sum for each violation, with any allowed adjustments, provided that amounts are within the statutory minimum and maximum amounts. The final liability amount calculation for the violations is the total base liability considering other factors plus staff cost which totals \$1,662,743 and is within the statutory minimum and maximum amounts.

# Attachment B

## **ATTACHMENT B**

### **Supplemental Environmental Project East 6th Street Green Infrastructure Corridor Project**

#### **1. Project Name**

East 6th Street Green Infrastructure Corridor Project (Project)

#### **2. Project Amount**

\$1,575,000

#### **3. Project Lead**

City of Los Angeles (City) – LA Sanitation and Environment (LASAN) in partnership with Bureau of Engineering (BOE)

#### **4. Contacts**

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#### **5. Project Description**

The City proposes to implement the Project along E 6<sup>th</sup> St between S St Louis St and S Mathews St. The Project site is located in Boyle Heights, a suburban neighborhood southeast of downtown Los Angeles. The Project site is bounded by Hollenbeck Park to the West, Roosevelt High School and Hollenbeck Middle School to the East, and residential housing to the North and South. The Project is located entirely within the City and City rights-of way, Boyle Heights Neighborhood Council District 14 (CD 14), and County Supervisors District 1. This neighborhood is within the boundaries of the Upper Los Angeles Watershed (ULAR) Management Area and has been identified as a disadvantaged community (DAC).

The Project will be a wet weather Project designed to capture, treat, and infiltrate stormwater runoff from a 49.6-acre drainage area. It will provide water quality, water supply, and community benefits to an underserved community that is in need for improvements. There is no water quality infrastructure in the Project area, which means that stormwater runoff flows directly into Hollenbeck Lake and the Los Angeles River without any treatment. Best Management Practices (BMPs) will be installed to capture and treat stormwater from the streets around the Project

making them safer for pedestrians and motorists during rain events. Lastly, the BMPs will capture trash within the Project area. The Project will treat stormwater before it reaches the Los Angeles River and improve street access and safety by effectively removing stormwater from street surfaces.

This Project will implement several BMPs at multiple locations along the Project site. BMPs evaluated and recommended for this Project include biofiltration planters and street trees. The project will consist of up to 10 biofiltration planters and 37 street trees. These BMPs could remove pollutants of concern, such as zinc, nutrients, and trash, while providing a beneficial water supply to the local groundwater basin.



Figure 1. Vicinity Map

The Project is in a severely disadvantaged community. According to CalEnviroScreen 4.0<sup>1</sup>, residents in Census Tract: 6037204600 reside in a community with a high poverty rate. Approximately 59 percent of people in this area are living below twice the federal poverty level.

<sup>1</sup> State of California, Office of Environmental Health Hazard Assessment. CalEnviroScreen 4.0. Available at: <https://oehha.ca.gov/calenviroscreen/indicator/poverty>

The percentile for this census tract is 91, meaning the percent of people living below twice the poverty level is higher than 91 percent of the census tracts in California. Additionally, residents in the area are suffering from unemployment at approximately 9.6 percent which equates to the 85<sup>th</sup> percentile, indicating that the percentage of unemployed residents is higher than 85 percent of the rest of the state. See Figure 2 for details of the CalEnviroScreen review. The DAC area encompasses the drainage area of the SEP project.

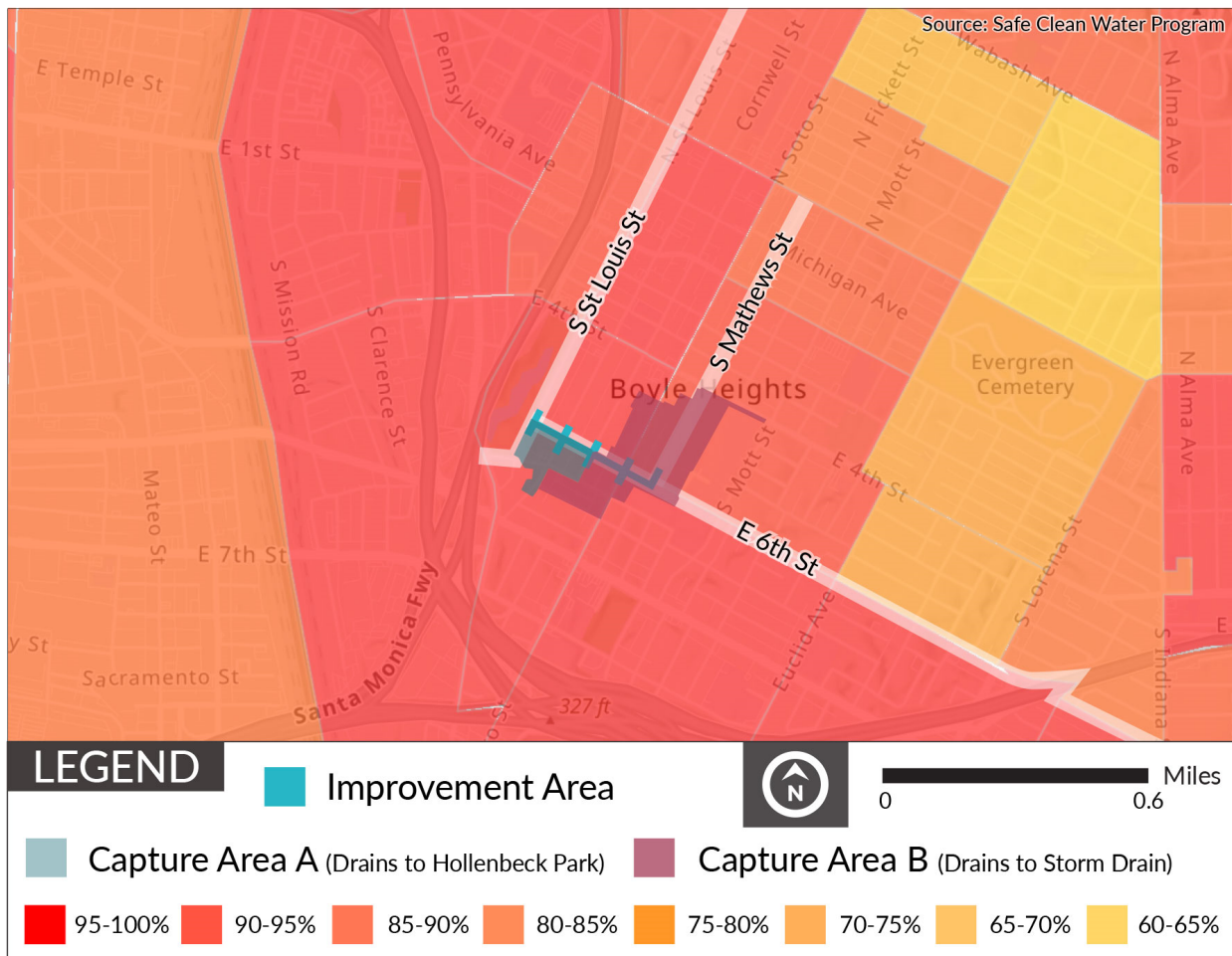


Figure 2. CalEnviroScreen Review

Source: State of California, Office of Environmental Health Hazard Assessment

Implementation of the Project would provide water quality improvements, urban greening, and other much needed public health benefits to the underserved community. Beneficial uses include access to green space and recreational and physical activities. A plant and tree palette consisting of native species will result in less irrigation and water use. These project components would collectively provide environmental and public health services as well as mitigate harmful

pollutants in the watersheds of CD 14, a Disadvantaged Community (DAC) with high incidences of financial hardships, homelessness, and other public health and urban hazards. BMPs would help maintain healthy waters and open spaces within the community and help prevent the discharge of contaminants that flow into our receiving waters.

The Project will provide underserved Angelenos with rights to clean open spaces and unpolluted waterways and will directly benefit DAC areas and/or environmental justice communities (EJCs) by mitigating harmful pollutants. In general, the proposed Project in CD 14 would mitigate environmental and public health impacts, and protect and mitigate water quality adverse effects in the rivers and waterways. Funding this project through a supplemental environmental project (SEP) will provide the opportunity to implement a project that addresses the Regional Water Quality Control Board-Los Angeles Region mission “to preserve, enhance, and restore the quality of California’s water resources and drinking water for the protection of the environment, public health, and all beneficial uses, as well as ensure environmental justice.” The Project demonstrates a strong nexus between water, the environment, and public health.

The Project’s restoration efforts will remove harmful contaminants from public right-of-ways and reduce pollutants in dry and wet weather runoff from entering the receiving waters. The proposed Project will advance the human right to safe, clean, open spaces, resulting in a better sense of community, quality of life, and well-being for the underserved population of CD 14. The City, through its various programs, prioritizes services to marginalized and vulnerable groups, particularly with regards to access to safe clean water and the environment. The Project is consistent with the City’s and Water Board’s goals of adequately providing access to safe water and sanitation for its constituents, as well as providing environmental and public health benefits.

**Goals** - The Project will focus on remediating contaminants and providing a public green space. The efforts will be funded with \$1,575,000 for removal of heavy metals, nitrogen, phosphorus, and trash. The goal is to help prevent groundwater and runoff water contamination and promote public health and wellness and additionally protect residents from water pollution.

- **Location & Description** - The Project would be in CD 14, which has a majority of DACs, and would benefit the Upper Los Angeles River Reach 2. CD 14 includes the following neighborhoods: Boyle Heights, Downtown LA, El Sereno, and Northeast LA. Neighborhoods such as Boyle Heights are one of the most underserved and heavily contaminated neighborhoods in California.

The City strives to make substantial investments in protecting urban streams and watersheds. These environmentally sensitive streams and waterways require focused efforts to prevent harm from accumulation of bacteria, trash, and other harmful contaminants. By implementing actions such as environmental remediation and restoration and providing access to clean green public





spaces, the Project will help reduce impacts to the waterbodies and streams, as well as help improve the public health and wellness of the underserved population of CD 14.

As water runs over and through the watershed, it picks up and carries contaminants and sediment. These contaminants can infiltrate groundwater and concentrate in streams and rivers, ultimately being carried down the watershed and into the ocean. The Project will focus on environmental protection while helping to ensure the City's compliance with federal, state, and local regulations and reducing the amount of stormwater pollution flowing into and through regional waterways. The contaminants reduction aspect of the Project is essential for preserving wetlands, groundwater sources, and other vital ecosystems - areas in which we especially want to stop pollution before it begins. By implementing stormwater treatment in an open public space, specifically in CD 14, the City will help reduce the amount of contaminants that flow into our receiving waters during dry and wet weather. The Project will provide many underserved Angelenos with rights to clean water and public green spaces. This Project illustrates the nexus between water, public health, and the environment.

On September 25, 2012, Governor Edmund G. Brown Jr. signed Assembly Bill (AB) 685<sup>2</sup>, making California the first state in the nation to legislatively recognize the human right to water. This bill declares that "it is the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes." The bill requires all relevant state agencies, including the Department of Water Resources, the State Water Resources Control Board, and the State Department of Public Health, to consider this state policy when revising, adopting, or establishing policies, regulations, and grant criteria when those policies, regulations, and grant criteria are pertinent to the uses of water described above. Now in the Water Code as Section 106.3, the state statutorily recognizes that "every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes." The human right to water extends to all Californians, including disadvantaged individuals and groups and communities in rural and urban areas.

On February 16, 2016, the State Water Resources Control Board (State Water Board) adopted a resolution<sup>3</sup> identifying the human right to water as a top priority and core value of the State Water Board and Regional Water Quality Control Boards (collectively the Water Boards). The resolution stated the Water Boards will work "to preserve, enhance, and restore the quality of California's water resources and drinking water for the protection of the environment, public health, and all beneficial uses, and to ensure proper water resource allocation and efficient use, for the benefit of present and future generations."

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<sup>2</sup> State of California. Assembly Bill 685. Available at: [https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201120120AB685](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201120120AB685)

<sup>3</sup> State of California, State Water Resources Control Board. Available at: [https://www.waterboards.ca.gov/board\\_decisions/adopted\\_orders/resolutions/2016/rs2016\\_0010.pdf](https://www.waterboards.ca.gov/board_decisions/adopted_orders/resolutions/2016/rs2016_0010.pdf)

The Water Boards’ 2016 Resolution cements the State’s commitment to considering how its activities impact and advance the human right to safe, clean, affordable, and accessible water to support basic human needs. Under the resolution, it states that “Water Board staff will work with relevant stakeholders, as resources allow, to develop new systems or enhance existing systems to collect data and identify and track communities that do not have, or are at risk of not having, safe, clean, affordable, and accessible water for drinking, cooking, and sanitary purposes.”

The Project is consistent with the Water Boards’ mission of advancing the human right to safe, clean, and accessible water through its environmental restoration and protection efforts. The Project will provide underserved Angelenos with rights to clean open spaces and safe clean water and will directly benefit DACs and EJs by mitigating harmful pollutants. In general, the proposed Project in CD 14 would mitigate environmental and public health impacts, as well as protect and mitigate water quality adverse effects in the rivers and waterways.

The City, through its various programs, has been prioritizing services to marginalized and vulnerable groups, particularly with regards to access to safe water for essential use and adequate sanitation. The Project is consistent with the City’s overall goal of adequately providing access to safe water and public spaces for its residents, as well as providing environmental and public health benefits. The implementation of the Project will support a better sense of community, quality of life, and well-being for the underserved population of CD 14.

## **6. Compliance with SEP Criteria**

A SEP must directly benefit groundwater, surface water, or drinking water quality or quantity and the beneficial uses of waters of the State, and a SEP must fit within one or more designated SEP categories. Many aspects of this SEP directly benefit surface water quality and the beneficial uses of waters of the State and fit into multiple SEP categories. This SEP is an environmental restoration and protection project that benefits surface and groundwater quality by treating stormwater via construction of dispersed BMPs. This SEP directly benefits a disadvantaged community. The SEP also has other environmental and public health benefits by improving a public open space that promotes community and recreation, mitigating pollutants that would otherwise runoff into our receiving waters, and improving the health of local watersheds.

## **7. Above and Beyond Discharger’s Obligations**

This SEP provides activities that are above and beyond LASAN’s obligations. The proposed SEP Project is not an action, process, or product that is otherwise required of LASAN by any rule or regulation of any federal, state, or local entity, or that is proposed as mitigation to offset the impacts of LASAN’s project(s).

The proposed SEP Project is not part of any project that LASAN has already committed to undertake based on existing commitments of federal or state loans, contracts, grants, or other forms of financial assistance or non-financial assistance.

The proposed SEP Project does not include actions that LASAN is legally required to perform by any federal, state, or local law or regulation.

#### **8. No Benefit to the Water Board Functions, Members, or Staff**

This SEP provides no direct fiscal benefit to the Regional Water Board’s functions, its members, its staff, or family of its members or staff.

#### **9. Nexus to Nature of Location of Violation**

The Project will implement activities in CD 14 communities that are in direct vicinity of the Sixth Street Bridge Viaduct Sanitary Sewage spillage. The CD 14 is home to several DACs and EJs, and includes the following neighborhoods: Boyle Heights, Downtown LA, El Sereno, and Northeast.

The proposed Project directly benefits DACs and EJs while mitigating metals, bacteria, and trash TMDLs through construction of street trees and biofiltration planters. The following key benefits would be accomplished:

- Reduce heavy metals, nutrients such as nitrogen and phosphorus, and trash in dry and wet weather runoff entering the receiving waters;
- Improve health of local watersheds;
- Remove pollutants and provide a beneficial water supply to the local groundwater basin;
- Improve recreation within the Project area;
- Improve street access and safety by effectively removing stormwater from street surfaces;
- Reduce harmful accumulation of contaminants, bacteria, and trash from public right-of-ways;
- Improve the health of marine life and the health of people that use beaches.

#### **10. Documented Support**

The Project is supported by CD 14 communities.

#### **11. California Environmental Quality Act (CEQA) Compliance**

The approvals by the Water Board and City of the SEP are actions categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline sections 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) or 15308 (Actions by Regulatory Agencies for Protection of the Environment).

## 12. Project Milestones, Schedule, and Budget

The Project is a traditional design and construction project that involves multiple City departments. The deliverables associated with this project are highly variable and subject to change at each event or occurrence. The Project estimated schedule phases that are described as follows:

- Construction Start – 11/01/2024
- Construction End – 11/03/2025

The project milestones are as listed below:

Task Description	Deliverable	Due Date
Progress Report	Quarterly Reports	Every quarter until final project completion Q1: January 1 – March 31 Due May 1 Q2: April 1-June 30 Due August 1 Q3: July 1- September 30 Due November 1 Q4: October 1-December 31 Due February 1
Milestone 1: Complete pre-design and conduct initial outreach	Pre-design report	7/1/2024
	Documentation of outreach	
	Documentation of initial investigation (utility, geotech, survey, etc.)	
Milestone 2: Complete Design	100% Design plans	10/1/2024
	Detailed cost estimate	
	Maintenance Plan	

Milestone 3: Complete Construction	Record Drawings	3/1/2026
	Construction Progress Reports	
	Statement of Completion	
Milestone 4: Final Reporting	Final Report	6/1/2026

**Total Project Cost: \$1,575,000**

The total project cost is \$1,575,000 with a construction cost of \$1,089,210. Allowances and contingencies are included in the project cost. Allowances are funds allocated for future costs that have not been specified with a high enough degree of detail to enable an accurate estimate of costs to be created. Contingencies reflect the uncertainty associated with a cost estimate at a specific phase during the project. Standard percentages are used based on the City estimating guidelines for capital improvement projects. As the project progress through project delivery, the appropriate contingencies will be incorporated into the design and construction line items.

The amount of SEP money requested is for the planning, design, construction, and construction management components in the amount of \$1,575,000, which will not be funded from the City's Safe, Clean Water Municipal Fund. A breakdown of the cost estimate is shown below.

Description		Units	Quantity	Unit Price	Item Total
1	Traffic Control	LS	1	\$60,000	\$60,000
2	SWPPP Implementation	LS	1	\$20,000	\$20,000
3	Construct Biofiltration Planter	EA	10	\$32,000	\$320,000
4	Construct Street Tree	EA	37	\$3,600	\$133,200
5	Construction Signs	EA	8	\$800	\$6,400
6	Connection to ex Storm Drain Pipe	EA	10	\$7,500	\$75,000
<b>SubTotal (1)</b>					<b>\$614,600</b>
Mobilization - 0% to 7% of Subtotal (1)				7%	\$44,970
Permits - 2% to 5% of Subtotal (1)				5%	\$33,188
Allowances - 3% to 5% of Subtotal (1)				5%	\$33,188
<b>SubTotal (2)</b>					<b>\$725,946</b>
<b>SubTotal (3)</b>					<b>\$725,946</b>
Escalation - Per MFC memo on 7/28/2022: sum of 15% year 1, 12% year 2, 9% year 3 multiplied by Subtotal (3)				36%	\$264,245
<b>SubTotal (4)</b>					<b>\$990,191</b>
Construction Contingency 5% to 20% of subtotal (4)				10%	\$99,019
<b>Total Estimated Project Construction Cost</b>					<b>\$1,089,210</b>
Project Delivery - Consultant Services (Design, CM Services, CEQA)				22%	\$242,895
Project Delivery - City Services (Planning, Design, and CM Support)				22%	\$242,895
<b>Total Project Cost</b>					<b>\$1,575,000</b>

These projected costs are based on current information and are subject to change based on but not limited to labor, non-labor expense changes and or increases.

### 13. Final Post-Project Accounting of Expenditures

The City will track all costs and include financial data with quarterly reports. The City will also provide the Regional Water Board with a final report, submitted under penalty of perjury, that declares SEP completion, addresses how the expected performance measures for the project were met, and provides a final accounting of SEP expenditures.



#### **14. Reports to the Water Board**

All reports will be submitted to the Regional Water Board and the State Water Board Office of Enforcement at the following:

Los Angeles Regional Water Quality Control Board  
Office of Enforcement  
Ching To  
320 W 4<sup>th</sup> Street, Suite 200  
Los Angeles, CA 90013  
(213) 620-6373  
Ching-Yin.To@waterboards.ca.gov

State Water Resources Control Board  
Office of Enforcement  
Dan Kippen  
801 K Street, 23rd Floor  
Sacramento, CA 95814  
(916) 323-6848  
Dan.Kippen@waterboards.ca.gov

# Attachment C



**LA Community Water Justice Grants Program**  
**PROJECT PROPOSAL (August 1, 2024)**

**Applicant:** *Council for Watershed Health*

**Contact:** Eileen Alduenda, Executive Director, [eileen@watershedhealth.org](mailto:eileen@watershedhealth.org)

**Project Title:** *Redesign LA- Green Infrastructure Planning and Development*

**Amount requested:** \$75,000

**Project duration:** 12 months

**Project Description**

Funding will enable the Council for Watershed Health (CWH) to provide technical assistance and capacity building amongst small municipalities, schools, and community-based organizations (CBOs) to help them develop and implement green infrastructure in underserved communities across the Los Angeles Region. CWH will provide technical assistance, facilitation, and leadership to one or more local CBOs in communities which are ready to integrate nature-based solutions and climate resiliency into their existing efforts but need additional technical support to move forward on a green infrastructure project. CWH will help CBOs to develop a “toolbox” of technical resources that includes: engagement strategy or plan to promote green infrastructure with defined target groups, educational tools to help them intersect local issues with water quality, identified funding sources, and new partnerships with other CBOs and agencies who have successfully advanced local issues through green infrastructure funding. By looking at all aspects of design through the lens of climate resilience and adaptation, this technical assistance will position environmentally and economically stressed communities near pollution sources to be able to connect with technical and funding resources that can improve watershed health, specifically through green infrastructure projects.

For the past four years, project partner and CBO Promesa Boyle Heights has been receiving technical assistance through CWH’s ReDesignLA capacity building program. Through this program Promesa Boyle Heights has been developing its long-term capacity to support the development of local water supply and storm water management projects that achieve multi-benefits, such as greening and public safety for the East LA and Boyle Heights communities. The collaboration was informed by the *Community Dialogues on Green Infrastructure and Social Impact Study* where CWH hosted local dialogues to understand water issues facing their community and identify opportunities

for local water capture, active transportation connections, climate resiliency, and public safety projects.

The project will achieve two main goals. First, the project will advance the knowledge base and assessment of relevant data, plans, and resources in order to help members from disadvantaged communities in Pomona, Alhambra, East LA, South East LA, South LA to integrate water quality solutions into their existing programmatic activities through a new perspective that intersects water solutions with other pressing local issues of community concern. Second, the project will empower communities with knowledge and technical support to leverage resources and achieve multiple social impacts in health and safety through a more equitable distribution of local green infrastructure projects. To help achieve these goals, a portion of the funds would go toward CBO partners to defray staff and community leaders' time and related costs of participating in the CWH training and developing/implementing a green infrastructure project. The training will teach community champions how to address local community concerns including blight, litter, lack of tree canopy, inadequate park space, flooding, pedestrian safety, transportation barriers, school greening, and public health through a water quality framework. CBO partners will then conduct local community education and outreach with the local agency partners, school board, political officials, and the public-at-large that results in stakeholder support and public agency buy-in for the chosen green infrastructure project(s).

Results will help improve surface water quality, reduce flood risk, raise awareness of water pollution, foster environmental stewardship amongst community members, youth, and students, and advocate for urban forestry as a multi-benefit nature-based solution to floods and water pollution. The goal of the proposed project is to build community resiliency against water pollution and climate change. In addition to directly advancing a green infrastructure project through the SEP, this is a strategic investment towards leveraging future watershed stewardship activities long after the SEP dollars have been expended.

### **Partners and CBOs**

**Promesa Boyle Heights (PBH):** a local 501(c)(3) community-based nonprofit founded within the boundaries of East Los Angeles, pervasively burdened with systemic environmental and social injustices – is the targeted organization to receive technical support to implement a community identified and driven initiative. Data shows that Boyle Heights ranks among the highest levels of pollution within the region, and the community has a CalEnviroScreen 4.0 score of 99 with a Pollution Burden Percentile of 99. This SEP will support the ongoing work of Promesa Boyle Heights to engage community residents in hands-on tree planting activities that reinforce the concepts of stormwater capture, green infrastructure, surface water quality and conservation. Through Technical Assistance support from CWH's ReDesignLA program, PBH works closely to train and organize residents to become community champions in addressing local issues such as stormwater pollution, contaminated soil, poor air quality, lack of

green space and public health issues like mental health and active living. CWH's ReDesignLA program will provide Promesa Boyle Heights with the technical tools to develop well-conceived solutions, such as the proposed tree planting project that addresses countywide water issues while supporting local community priorities focused on increasing canopy cover and decreasing street temperatures. Through the execution of proposed tasks, CWH and Promesa Boyle Heights will also determine if and where private property trees are a viable option. Community engagement and coordination with private property owners will take place for sourcing of trees, securing tree adoptions forms, and providing educational materials to reference appropriate tree planting and tree care. All community education and outreach events as well as tree planting will take place within the 6.52 square miles of Boyle Heights.<sup>1</sup> The precise location of events and tree planting locations will be determined through the SEP funded activities. A map of identified project sites, project map, approved city permits, and exact number of trees, and particular tree species will be developed as part of the project.

**City Plants**, a regional nonprofit focused on education and planting trees across Los Angeles, will provide planting materials (trees, mulch, stakes not funded by this SEP), staff time, and materials for the engagement, logistics, and implementation of the community tree planting events. City Plants' staff have been coordinating with the City of Los Angeles (aware of and in agreement of this SEP) about appropriate tree species and exact tree planting locations in the public right-of-way (ROW) and private property within Boyle Heights and will oversee tree care for two years after the plants are in the ground (ex: watering, trimming, monitoring health). Trees will be established in the municipal right of way and documented in the City of Los Angeles' tree inventory for municipal responsibility and scheduled maintenance. Approximately 30 trees are expected to be planted, but the precise number of trees will be determined as part of the project activities.

City Plants sources trees independently through a partnership with LADWP. LADWP has been funding tree planting through its energy efficiency programs since 1998. Under California law, every utility must invest money in energy efficiency and reach certain goals. Shade tree programs continue to provide a cost-effective component of LADWP's energy efficiency portfolio. Through this tree planting program, LADWP is investing in the green future of Los Angeles while meeting its requirements to save energy.

**TreePeople**, a regional environmental nonprofit leader on planting trees has expressed interest as a willing partner to coordinate with all partners to provide planting materials (trees, mulch, stakes not funded by this SEP), staff time, and materials for the engagement, logistics, and implementation of the community tree planting events. TreePeople will support coordination with the City of Los Angeles (aware of and in

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<sup>1</sup> Boundaries that include zip codes 90023, 90033, 90058, 90063 and census tracts 6037204300, 6037204600, 6037204420, 6037204410, 6037204700.

agreement of this SEP) about appropriate tree species and exact tree planting locations in the public right-of-way (ROW).

### **Project Staff**

Alonso Garcia, Watershed Coordinator – identify and engage CBOs in this process, facilitate training of resources, support CBO development and implementation of green infrastructure projects and tree plantings within CD 14. Staff time is allocated across all tasks.

Jason Casanova, Director of Planning and Informational Design, will be providing project and staff oversight. Furthermore, he will be supporting the technical assistance, facilitation, and capacity building for community-based organizations (CBOs) to implement green infrastructure projects and tree plantings within CD 14. Staff time is allocated across all tasks.

Amanda Zeidner, Project Manager - Community Planning – coordinate CBO participation and communication among CBOs, develop resources to support CBO development and implementation of green infrastructure projects and tree plantings within CD 14. Staff time is allocated across all tasks.

Drew Ready, Senior Project Manager, will serve as the projects' ISA Certified Arborist providing guidance and technical support for tree species selection and planting location. Staff time is allocated to tasks 7,8.

Isabelle Russell, Project Coordinator - ReDesignLA, will support project coordination including the facilitation of community engagement activities and coordination of community events. Staff time is allocated to tasks 1,2,4,7,8.

<b>Timeline &amp; Deliverables</b>			
<b>Milestone</b>	<b>Tasks</b>	<b>Deliverables</b>	<b>Budget Sub-total for Milestone</b>
<b>25% Complete</b>  Completion Date: Month 3	1. CBO Training  2. Project Opportunities. Co-developed with CBO.  3.a Project ID. CBO will ground truth spatial data.  3.b Community Engagement Prep. CBO will prepare engagement materials and logistics.	<ul style="list-style-type: none"> <li>● CBO participation in up to 3 training sessions as described in the narrative. Agendas will be submitted.</li> <li>● List of project opportunities.</li> <li>● Map of identified project opportunity sites.</li> <li>● Communication materials for community engagement events.</li> </ul> Submit 25% Complete report (narrative & financial).	\$22,041
<b>50% Complete</b>  Completion Date: Month 5	4. Community Engagement. Led by CBO to present project concepts and solicit ideas and input from community members to inform tree species selection and location.	<ul style="list-style-type: none"> <li>● Up to two community engagement workshops/events.</li> <li>● List of # of trees, tree species and proposed location.</li> <li>● Communication materials for community engagement events</li> </ul> Submit 50% Complete report (narrative & financial).	\$6,823

<p><b>75% Complete</b></p> <p>Completion Date: Month 8</p>	<p>5. Jurisdictional Engagement. CBO will co-lead engagement.</p> <p>6. Identify Target Agencies and Garner Support. CBO will apply knowledge gained from training to identify agencies and communicate with appropriate departments to garner support and tree planting permits.</p> <p>7. Finalize Project Implementation plan from community and agency feedback loop.</p>	<ul style="list-style-type: none"> <li>● Identified list of key agencies that a) may have jurisdiction over the proposed project site, b) may be responsible for maintenance in the future for a given project, or c) may have a stake in the implementation of the project.</li> <li>● Identified constraints around existing infrastructure, obtaining required permits, and coordinating with city officials around communications for the volunteer planting events.</li> <li>● Approved City Permits</li> <li>● Project maps</li> </ul> <p>Submit 75% Complete report (narrative &amp; financial).</p>	<p>\$19,710</p>
<p><b>100% Complete</b></p> <p>Completion Date: Month 11</p>	<p>8. Community Tree Planting Event. Organized and led by CBO</p>	<ul style="list-style-type: none"> <li>● Community tree planting event held.</li> <li>● Pictures are provided of trees planted according to the community plan.</li> </ul> <p>Submit 100% Complete report (narrative &amp; financial).</p>	<p>\$18,928</p>

<p>Ongoing Tasks</p>	<p><i>Council for Watershed Health</i></p> <ol style="list-style-type: none"> <li>1. Short quarterly narrative periodic report to Rose Fdn (every 3 months)</li> <li>2. Project Management</li> </ol> <p><u>Rose Foundation:</u></p> <p>Project administration, oversight and reporting to Regional Board:</p> <ol style="list-style-type: none"> <li>1. Rose shall forward all 3-month periodic reports to the Regional Board within 1 month of receipt from <i>Council for Watershed Health</i> (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).</li> <li>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.</li> <li>3. Rose shall use <i>Council for Watershed Health's</i> 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.</li> </ol>	<p>\$7,500</p>
<p><b>Total Project</b></p>		<p>\$75,000</p>

*Note: Any line-item variation of more than 10% will require advance approval.*

**Project: CWH ReDesignLA - Community Green Infrastructure Planning and Development**

Update 8/1/24

Task Number	Budget Item	Rate	Unit	Number of Units	Cost
<b>Task 1</b>	<b>CBO Training</b> - PBH participation in up to three technical assistance training sessions focused on how to address local community concerns including lack of tree canopy, inadequate park space, flooding and public health through a water quality framework. Training topics will be specific to successful completion of this project's tasks.				
	<i>CWH, Program Manager</i>	\$99.00	hour	36	\$3,564
	<i>CWH, Project Manager</i>	\$87.00	hour	48	\$4,176
	<i>CWH, Community Coordination Specialist</i>	\$60.00	hour	28	\$1,680
	<i>PBH, Community Organizers</i>	\$54.00	hour	90	\$4,860
	<i>Mileage</i>	\$0.67	mile	244	\$163
	<b>Subtotal</b>				<b>\$14,443</b>
<b>Task 2</b>	<b>Project Opportunities</b> - CWH will work with the Promesa Boyle Heights to identify and list tree planting opportunities within the SEPs geographic boundaries. This research includes pinpointing existing tree wells, planned tree planting locations as well as gaps for opportunity. CWH will also guide PBH to identify local opportunities for green infrastructure investment and demonstrate how social and environmental benefits can be achieved.				
	<i>CWH, Program Manager</i>	\$99.00	hour	8	\$792
	<i>CWH, Project Manager</i>	\$87.00	hour	8	\$696
	<i>CWH, Intern</i>	\$28.00	hour	20	\$560
	<i>PBH, Community Organizers</i>	\$54.00	hour	20	\$1,080
	<i>Mileage</i>	\$0.67	mile	180	\$121
	<b>Subtotal</b>				<b>\$3,249</b>



<b>Task 3</b>	<b>Project ID and Community Engagement Prep</b> - Create a suite of tree planting locations based on feedback and interests/overlaps from community engagement and tree canopy data. Develop an ArcGIS map of identified project opportunity sites. PBH will ground truth spatial data. Project locations will reflect community needs while having multi-benefit results (water quality improvements, water capture, reduction of urban heat island effects, water conservation, active transit expansion, safety, etc). PBH will prepare engagement materials and logistics for community events.				
	<i>CWH, Program Manager</i>	\$99.00	hour	8	\$792
	<i>CWH, Project Manager</i>	\$87.00	hour	9	\$783
	<i>CWH, Intern</i>	\$28.00	hour	20	\$560
	<i>PBH, Community Organizers</i>	\$54.00	hour	40	\$2,160
	<i>Mileage</i>	\$0.67	mile	80	\$54
	<b>Subtotal</b>				<b>\$4,349</b>
<b>Task 4</b>	<b>Community Engagement</b> - PBH to present project concepts and solicit ideas and input from community members to inform tree species selection and location. PBH will host up to two community engagement workshops/events. PBH will develop a desired community tree species and location list.				
	<i>CWH, Program Manager</i>	\$99.00	hour	8	\$792
	<i>CWH, Project Manager</i>	\$87.00	hour	10	\$870
	<i>CWH, Community Coordination Specialist</i>	\$60.00	hour	48	\$2,880
	<i>PBH, Community Organizers</i>	\$54.00	hour	40	\$2,160
	<i>Mileage</i>	\$0.67	mile	180	\$121
	<b>Subtotal</b>				<b>\$6,823</b>

<b>Task 5</b>	<p><b>Jurisdictional Engagement</b> - CWH will guide PBH in identifying list of key City departments that a) may be responsible for maintenance in the future for a given project, or b) may have a stake in the implementation of the project. Host facilitated team meetings to provide constituents the opportunity to exchange information, share lessons learned, and learn about available tree planting resources of value to them. These meetings can provide a structured partnership that will facilitate coordination of future projects and will demonstrate to PBH the process of navigating across multiple departments when implementing these types of green infrastructure projects.</p>					
	<i>CWH, Program Manager</i>	\$99.00	hour	8	\$829	
	<i>CWH, Project Manager</i>	\$87.00	hour	32	\$2,784	
	<i>CWH, Community Coordination Specialist</i>	\$60.00	hour	24	\$1,440	
	<i>PBH, Community Organizers</i>	\$54.00	hour	36	\$1,944	
	<i>Mileage</i>	\$0.67	mile	120	\$80	
	<b>Subtotal</b>				<b>\$7,077</b>	
<b>Task 6</b>	<p><b>Identify Key City Contacts and Other Affiliated Stakeholders for Implementation</b> - PBH will apply knowledge gained from previous tasks and communicate on their own with appropriate departments to obtain tree planting permits from the City. PBH will also coordinate plant material from TreePeople (501(c)(3) nonprofit) to support community tree planting events with designated Tree Planting staff and supervisors. CWH, PBH, TreePeople and City Plants will meet and coordinate with the City of LA department(s) who manage and maintain the public right-of-ways where trees will be planted on an ongoing basis throughout the project. PBH will also meet work with the City Council office to coordinate on event communications across the Boyle Heights community.</p>					
	<i>CWH, Program Manager</i>	\$99.00	hour	8	\$829	
	<i>CWH, Project Manager</i>	\$87.00	hour	28	\$2,436	
	<i>CWH, Community Coordination Specialist</i>	\$60.00	hour	20	\$1,200	
	<i>PBH, Community Organizers</i>	\$54.00	hour	20	\$1,080	
	<i>Outreach Materials for Partners</i>	\$12.55	Packet	18	\$226	
	<b>Subtotal</b>				<b>\$5,771</b>	

<b>Task 7</b>	<b>Finalize Project Implementation Plan</b> - Based on Tasks 1-6, CWH will develop project maps for PBH, TreePeople, City Plants, and City of Los Angeles staff to help inform implementation. PBH will coordinate with community and City departments to finalize implementation plan from previous feedback.				
	<i>CWH, Program Manager</i>	\$99.00	hour	24	\$2,376
	<i>CWH, Project Manager</i>	\$87.00	hour	34	\$2,958
	<i>CWH, GIS Intern</i>	\$28.00	hour	16	\$448
	<i>PBH, Community Organizers</i>	\$54.00	hour	20	\$1,080
	<i>Mileage</i>	\$0.67	mile	0	\$0
	<b>Subtotal</b>				<b>\$6,862</b>
<b>Task 8</b>	<b>Community Tree Planting Events</b> - PBH will coordinate and lead community planting event to fulfill the implementation plan from Task 7. The event will have a minimum of 20 volunteer participants and will be supervised by trained TreePeople Staff. TreePeople will source the trees, tree planting material and labor to help with planting trees. City Plants will contribute plant material and maintenance of trees. Approximately 30 trees are expected to be planted.				
	<i>CWH, Program Manager</i>	\$99.00	hour	6	\$631
	<i>CWH, Project Manager</i>	\$87.00	hour	28	\$2,436
	<i>CWH, Community Coordination Specialist</i>	\$60.00	hour	28	\$1,680
	<i>PBH, Community Organizers</i>	\$54.00	hour	120	\$6,480
	<i>Mileage</i>	\$0.67	mile	300	\$201
	<i>TreePeople, a 501(c)(3) nonprofit. Trees, material, labor</i>	\$250.00	tree	30	\$7,500
	<b>Subtotal</b>				<b>\$18,928</b>
	<i>City Plants, a 501(c)(3) nonprofit, plant material (already secured through a partnership with LADWP)</i>				
	<b>MATCH</b>	\$2,500.00	tree	30	<b>\$75,000</b>

<b>Subtotal:</b>	<b>\$142,500</b>
<b>Rose Foundation Admin:</b>	<b>\$7,500</b>
<b>Project Budget:</b>	<b>\$150,000</b>
<b>Subtract Match:</b>	<b>\$75,000</b>
<b>TOTAL REQUEST:</b>	<b>\$75,000</b>