

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION**

In the matter of:

**DUBLIN SAN RAMON
SERVICES DISTRICT,
ALAMEDA COUNTY**

September 6, 2017, Discharge of Chlorinated Potable Water into Alamo Creek

SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF ADMINISTRATIVE CIVIL LIABILITY ORDER

PROPOSED ORDER

Section I: INTRODUCTION

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the California Regional Water Quality Control Board, San Francisco Bay Region, Prosecution Team (Prosecution Team) and Dublin San Ramon Services District (District) (collectively Parties), and is presented to the California Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board), or its delegate, for adoption as an Order by settlement pursuant to Government Code section 11415.60. This Stipulated Order resolves the violation alleged herein by the imposition of administrative civil liability against the District in the amount of **\$72,500**.

Section II: RECITALS

1. The District owns, operates, and maintains a potable water distribution system for the residents and water users in the cities of Dublin, San Ramon, and Pleasanton.
2. The District is enrolled in the Statewide National Pollutant Discharge Elimination System (NPDES) Permit for Drinking Water System Discharges to Waters of the U.S., Order WQ 2014-0194-DWQ (Permit).
3. Permit section V.E prohibits discharges to receiving water that cause or contribute to an occurrence of toxic substances in concentrations that produce detrimental physiological responses to human, plant, animal, or aquatic life.
4. On September 6, 2017, a section of PVC pipeline fractured and caused an unplanned discharge of 61,000 gallons of chlorinated potable water to Alamo Creek. The discharge resulted in a fish kill. The District shut off the line break within an hour of notification. The discharge violated Permit section V.E because the chlorinated water harmed beneficial uses by killing fish.

5. Section 301 of the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1331) prohibits the discharge of pollutants to waters of the United States except in compliance with an NPDES permit. A person who violates Clean Water Act section 301 is liable civilly under California Water Code (Water Code) section 13385, subdivision (a)(5). Pursuant to Water Code section 13385, subdivision (c), the above referenced unauthorized discharge is subject to administrative civil liability not to exceed \$10,000 per day of violation and \$10 per gallon discharged and not cleaned up in excess of 1,000 gallons.
6. To resolve the alleged violation in section II, paragraph 5, by consent and without further administrative proceedings, the Parties have agreed to the imposition of an administrative civil liability of \$72,500 against the District. This administrative civil liability is less than the proposed liability the Prosecution Team calculated and asserted using Steps 1 through 10 of the State Water Resources Control Board's Water Quality Enforcement Policy (May 2010) (Enforcement Policy) as shown in Attachment A. During settlement discussions, the Prosecution Team agreed to reduce the proposed liability by the amount of \$18,100 in consideration of litigation risks pursuant to Enforcement Policy section VI.B, Settlement Considerations. Payment of \$36,250 to the "State Water Pollution Cleanup and Abatement Account" is due no later than 30 days following the Regional Water Board or its delegate executing this Order. The remaining \$36,250 in penalties shall be suspended upon completion of a Supplemental Environmental Project (SEP) as outlined in section III, paragraph 2, of this Stipulated Order.
7. The Parties have engaged in settlement negotiations and agreed to settle this matter without administrative or civil litigation and to present this Stipulated Order to the Regional Water Board or its delegate for adoption as an Order by settlement pursuant to Government Code section 11415.60.
8. The Prosecution Team contends that the resolution of the alleged violation is fair and reasonable and fulfills all of its enforcement objectives, that no further action is warranted concerning the violation except as provided in this Stipulated Order, and that this Stipulated Order is in the public's best interest.

Section III: STIPULATIONS

The Parties incorporate the foregoing Recitals and stipulate to the following:

1. **Administrative Civil Liability:** The District hereby agrees to the imposition of an administrative civil liability of \$72,500 to resolve the alleged violation as set forth in section II as follows:
 - a. No later than 30 days after the Regional Water Board or its delegate signs this Stipulated Order, the District shall submit a check for \$36,250 made payable to the "State Water Pollution Cleanup and Abatement Account," reference the Order number on page one of this Stipulated Order, and mail it to:

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

The District shall provide a copy of the check via e-mail to the State Water Resources Control Board's Office of Enforcement (susan.loscutoff@waterboards.ca.gov) and the Regional Water Board (habte.kifle@waterboards.ca.gov).

- b. The Parties agree that \$36,250 of the administrative liability amount shall be suspended pending completion of the SEP described in section III paragraph 2 and Attachment B, incorporated herein by reference.
2. **Supplemental Environmental Project Description:** The SEP is the Alamo Creek Watershed Action Program, as implemented by Kids for the Bay. The SEP will entail creek cleanup projects and provide environmental education to 100 elementary school students and teachers at Amador Elementary School in the Diablo Unified School District. Attachment B contains the complete SEP description, project milestones, and budget.
3. **Representations and Agreements Regarding the SEP:**
 - a. As a material condition for the Regional Water Board's acceptance of this Stipulated Order, the District represents that it will use the suspended administrative liability amount of \$36,250 (SEP Amount) to implement the SEP set forth in Attachment B. The District understands that its promise to implement the SEP, in its entirety, is a material condition of this settlement of liability between the District and the Regional Water Board.
 - b. The District agrees to (1) spend the SEP Amount as described in this Stipulated Order; (2) provide certified, written reports to the Regional Water Board consistent with the terms of this Stipulated Order detailing SEP implementation; and (3) within 30 days of SEP completion, provide a certification by a responsible official, signed under penalty of perjury, that the District followed all applicable environmental laws and regulations in implementing the SEP, including but not limited to the California Environmental Quality Act (CEQA), Porter-Cologne Act, and the federal Clean Water Act. The District further agrees that the Regional Water Board has the right to require a third-party audit of the funds expended to implement the SEP at the District's cost, and that the District bears ultimate responsibility for meeting all deadlines specified in Attachment B.
4. **Publicity Associated with the SEP:** Whenever the District or its agents or subcontractors publicize one or more SEP elements, they shall state in a **prominent manner** that the project is undertaken as part of a settlement to a Regional Water Board enforcement action against the District.
5. **Progress Reports and Inspection Authority:** The District shall provide reports describing SEP implementation progress to the Regional Water Board as described in Attachment B (Table 1). The District agrees that Regional Water Board staff or its third-party oversight staff have permission to inspect District documentation with respect to the SEP at any reasonable time during normal business hours with 24-hour notice.
6. **Certification of SEP Completion:** On or before June 5, 2019 (SEP Completion Date), a responsible District official shall submit a final report and certified statement that documents

the District's expenditures during the SEP completion period and documents that the District completed the SEP in accordance with the terms of this Stipulated Order. The expenditures may include external payments to outside vendors, but may not include the normal, routine work undertaken by District staff. In making such certification, the signatories may rely upon normal organizational project tracking systems that capture employee time expenditures and external payments to outside vendors, such as environmental and information technology contractors or consultants. Documentation of SEP completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate SEP completion and the costs incurred. The District shall provide Regional Water Board staff with any additional information that is reasonably necessary to verify the District's SEP expenditures and completion.

7. **Regional Water Board Acceptance of Completed SEP:** Upon the District's satisfaction of its obligations under this Stipulated Order, SEP Completion, and any audits, the Executive Officer will issue a "Satisfaction of Order." The Satisfaction of Order shall terminate any further obligations of the District under this Stipulated Order and permanently suspend the remaining penalty.
8. **Time Extension for SEP:** The Regional Water Board Executive Officer may extend the SEP deadlines contained in this Stipulated Order if the District demonstrates delays from unforeseeable circumstances and continues to undertake all appropriate measures to meet deadlines. The District shall make any deadline extension request in writing at least 30 days prior to the deadline. Any approval of an extension by the Executive Officer or its delegate must be in writing. Such approval will not be unreasonably denied.
9. **Failure to Expend All Suspended Funds on the Approved SEP:** If the District is unable to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP Amount was spent on the completed SEP, the District shall pay the difference between the SEP Amount and the amount the District can demonstrate was actually spent on the SEP (Difference). The Executive Officer shall issue a "Notice of Violation" that will require the District 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 District shall submit payment consistent with the payment method described in section III, paragraph 1. Payment of the Difference shall satisfy the District's obligations to implement the SEP.
10. **Failure to Complete the SEP:** If the SEP is not fully implemented by the SEP Completion Date, or by the due date if extended pursuant to section III, paragraph 8, or if there has been a material failure to satisfy a project milestone, the Executive Officer shall issue a Notice of Violation. The amount of suspended liability owed shall be determined by a written, stipulated agreement of the Parties, or if the Parties cannot reach agreement, via a Motion for Payment of Suspended Liability before the Regional Water Board or its delegate. The District shall be liable to pay the entire SEP Amount, or, if shown by the District, 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 Regional Water Board or its delegate determines otherwise, the District shall not be entitled to any credit, offset, or reimbursement from the Regional Water Board for expenditures made on the SEP prior to the Notice of Violation's issuance date. Within 30 days of the Regional

Water Board's or its delegate's determination of the suspended liability amount assessed for the District to pay, the District shall submit payment consistent with the payment method described in section III, paragraph 1. Payment of the assessed amount shall satisfy the District's obligations to implement the SEP.

11. Regional Water Board Is Not Liable: Neither the Regional Water Board members nor the Regional Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by the District or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order. Furthermore, neither the Regional Water Board, its members, nor its staff shall be held as parties to, or guarantors of, any contract entered into by the District or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order, including for any actions taken by the third party implementing the SEP.

12. Compliance with Applicable Laws: The District understands that payment of 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 continuing violations of the type alleged herein may subject it to further enforcement, including additional administrative civil liability.

13. Party Contacts for Communications Related to This Stipulation and Order:

For the Regional Water Board:

Habte Kifle
San Francisco Bay Regional Water
Quality Control Board
1515 Clay Street, 14th Floor
Oakland, CA 94612
habte.kifle@waterboards.ca.gov
(510) 622-2371

For the District:

Jeff Carson
Operations Manager
Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin CA 94568-3018
carson@dsrsd.com
(925) 858-0515

14. 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.

15. Matters Addressed by This Stipulation: Upon the Regional Water Board's or its delegate's adoption, this Stipulated Order represents a final and binding resolution and settlement of the alleged violation as of the effective date of this Stipulated Order. The provisions of this paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadlines specified in section III, paragraphs 1 and 2, and the District's full satisfaction of the obligations described in section III, paragraphs 1 and 2.

16. Public Notice: The District understands that this Stipulated Order must be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board or its delegate for

adoption, the Prosecution Team may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board or its delegate. The District agrees that it may not rescind or otherwise withdraw its approval of this Stipulated Order.

17. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for the Regional Water Board's or its delegate's adoption of the Stipulated Order, and public review of this Stipulated Order is lawful and adequate. The Parties understand that the Regional Water Board or its delegate has the authority to require a public hearing on this Stipulated Order. If procedural objections are raised or the Regional Water Board requires a public hearing prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure and/or this Stipulated Order as necessary or advisable under the circumstances.
18. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Parties are represented by counsel in this matter.
19. **Modification:** The Parties shall not modify this Stipulated Order by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its delegate.
20. **If the Order Does Not Take Effect:** The District's obligations under section III, paragraphs 1 through 10, are contingent upon the entry and continued effectiveness of the Order of the Regional Water Board in the form attached hereto. If the Stipulated Order does not take effect because the Regional Water Board or its delegate does not approve it, or because the State Water Resources Control Board (State Water Board) or a court vacates it in whole or in part, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violation, unless the Parties agree otherwise. 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 the hearing, or in any other administrative or judicial proceeding. The Parties agree to waive any and all objections based on settlement communications in this matter, including but not limited to the following:
 - a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors or any other objections premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulated Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the violation alleged herein in this matter; or
 - b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent that this period has been extended by these settlement proceedings.


21. **Waiver of Hearing:** The District has been informed of the rights Water Code section 13323, subdivision (b), provides and, if the settlement is adopted by the Regional Water Board or its delegate, hereby waives its right to a hearing before the Regional Water Board prior to the Stipulated Order's adoption. However, if the settlement is not adopted, or if the matter proceeds to the Regional Water Board or the State Water Board for hearing, the District does not waive the right to a hearing before an order is imposed.
22. **Waiver of Right to Petition or Appeal:** The District hereby waives its right to petition the Regional Water Board's or its delegate's adoption of the Stipulated Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court. This explicit waiver of rights includes potential future decisions by the Regional Water Board or its delegate directly related to this Stipulated Order, including, but not limited to time extensions, SEP completion, and other terms contained in this Stipulated Order.
23. **Covenant Not to Sue:** The District covenants not to sue or pursue any administrative or civil claims against any State agency or the State of California, or its officers, board members, employees, representatives, agents, or attorneys arising out of, or relating to, any matter expressly addressed by this Stipulated Order or the SEP, except that this covenant is not intended to, and does not, limit the District's rights to sue over other Regional Water Board orders (e.g., permits, cease and desist orders, etc.) or limit the District's rights to defend against any additional enforcement or other actions taken by the Regional Water Board or its employees, representatives, agents, or attorneys, and shall not release any claims or complaints against any State agency, or the State of California or its officers, Regional Water Board members, employees, representatives, agents, or attorneys to the extent such covenant would be prohibited by California Business and Professions Code section 6090.5 or by any other statute, rule, regulation, or legal principle of similar effect.
24. **No Admission of Liability/No Waiver of Defenses:** In settling this matter, the District does not thereby admit to liability or to the truth of the findings or allegations made by the Prosecution Team, or admit to any of the findings in this Stipulated Order or its attachments, or admit to any violations of the Water Code, the Permit, any Regional Water Board order, or any other federal, State, or local laws or ordinances, but recognizes that this Stipulated Order may be used as evidence of resolution of a prior enforcement action consistent with Water Code section 13327 and the Enforcement Policy. By entering into this agreement, the District does not waive any defenses or arguments related to any new enforcement action that may be brought by the Regional Water Board, including any brought under its discretionary enforcement authority reserved herein.
25. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board or its delegate under the terms of this Stipulated Order shall be communicated to the District in writing. No oral advice, guidance, suggestions, or comments from Regional Water Board employees or officials regarding submissions or notices shall be construed to relieve the District of its obligation to obtain any final written approval this Stipulated Order requires.

26. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of and to bind the entity on whose behalf he or she executes the Stipulated Order.
27. **No Third Party Beneficiaries:** The District's obligations under section III, paragraphs 1 through 10, are contingent upon the entry and continued effectiveness of the Order of the Regional Water Board in the form attached hereto. Otherwise, this Stipulated Order is not intended to confer any rights or obligations 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.
28. **Severability:** This Stipulated Order is severable; if any provision is found invalid, the remainder shall remain in full force and effect.
29. **Counterpart Signatures; Facsimile and Electronic Signature:** This Stipulated 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.
30. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board or its delegate enters the Order incorporating the terms of this Stipulated Order.


IT IS SO STIPULATED.

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION, PROSECUTION TEAM**

Date: May 24, 2018



By:
Thomas Mumley
Assistant Executive Officer

Approved as to form:


By:
Susie Loscutt, Attorney
State Water Resources Control Board
Office of Enforcement

Dublin San Ramon Services District

Date: 5/29/18

By: 
Jeff Carson, Operations Manager
Dublin San Ramon Services District

Approved as to form:

By: Carl PA Nelson
Carl Nelson, Attorney
Bold, Polisner, Maddow, Nelson & Judson

ORDER OF THE REGIONAL WATER BOARD

1. This Stipulated Order incorporates the foregoing sections I through III by this reference as if set forth fully herein.
2. In accepting this Stipulation, the Regional Water Board has considered, where applicable, each of the factors prescribed in Water Code sections 13327 and 13385, subdivision (e), and has applied the Penalty Calculation Methodology set forth in the Enforcement Policy, which is incorporated herein by this reference. The Regional Water Board's consideration of these factors and application of the Penalty Calculation Methodology and the adjustment made pursuant to section VI.B, Settlement Considerations, of the Policy, are based upon information obtained by the Prosecution Team in investigating the allegations set forth in the Stipulation, or otherwise provided to the Regional Water Board.
3. This is an action to enforce the laws and regulations administered by the Regional Water Board. The Regional Water Board finds that issuance of this Stipulated Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, § 21000 et seq.) in accordance with section 15321, subdivision (a)(2), title 14, of the California Code of Regulations. Additionally, this Stipulated Order generally accepts the plans proposed for the SEP prior to implementation. Mere submittal of plans is exempt from CEQA because submittal will not cause a direct or indirect physical change in the environment.
4. The Executive Officer of the Regional Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the District fails to perform any of its obligations under the Stipulated Order.

IT IS HEREBY ORDERED pursuant to Water Code section 13323 and Government Code section 11415.60, on behalf of the California Regional Water Quality Control Board, San Francisco Bay Region.

Bruce H. Wolfe
Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region

Date

ATTACHMENT A
Factors in Determining
Administrative Civil Liability

Dublin San Ramon Services District
Discharge of Chlorinated Potable Water to Alamo Creek
Dublin, Alameda County

The State Water Resources Control Board Water Quality Enforcement Policy (Enforcement Policy) establishes a methodology for assessing administrative civil liability. Use of the methodology addresses the factors required by California Water Code section 13385, subdivision (e). Each factor in the Enforcement Policy and its corresponding category, adjustment, and amount for the alleged violation are presented below. The Enforcement Policy should be used as a companion document in conjunction with this administrative civil liability assessment since the penalty methodology and definition of terms are not replicated herein. The Enforcement Policy is located at:

http://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/enf_policy_final111709.pdf

ALLEGED VIOLATIONS

On September 6, 2017, Dublin San Ramon Services District (Discharger) discharged 61,000 gallons of potable water with a chlorine residual of up to 2.4 mg/L to Alamo Creek in violation of the Statewide NPDES Permit for Drinking Water System Discharges to Waters of the U.S., Order WQ 2014-0194-DWQ (Permit) section V.E. This discharge violated the Permit's receiving water limitation for toxicity because high chlorine concentrations impacted beneficial uses and resulted in the 151 dead fish. The unplanned discharge resulted from a fracture along a PVC pipeline. The discharge duration was one hour, after which the line was isolated and secured.

The Discharger is subject to administrative civil liabilities pursuant to Water Code section 13385, subdivision (a)(2).

| PENALTY FACTOR | SCORE | DISCUSSION |
|--|--------------|--|
| Harm or Potential Harm to Beneficial Uses for Discharge Violations | 3 | <p>The harm was "moderate" because the Discharger's inspectors observed 131 dead fish (130 golden shiners and 1 bluegill), live fish, and live crayfish in the creek. The environmental impacts from this discharge were "observed or reasonably expected and impacts to beneficial uses are moderate and likely to attenuate without ... chronic effects." (State Water Board, Water Quality Enforcement Policy [2010], p. 12.)</p> <p>The San Francisco Bay Water Quality Control Plan (Basin Plan) designates the following beneficial uses of Alamo Creek: groundwater recharge (GWR), warm freshwater habitat (WARM), fish migration (MIGR), preservation of rare and endangered species (RARE), fish spawning (SPWN), wildlife habitat (WILD), water contact recreation (REC-1), noncontact water recreation (REC-2), and potential cold freshwater habitat (COLD). The beneficial uses most affected by the chlorinated potable water discharge were WARM and WILD.</p> |

Settlement Agreement and Stipulated Administrative Civil Liability Attachment A
Dublin San Ramon Services District

| PENALTY FACTOR | SCORE | DISCUSSION |
|---|------------------|---|
| Physical, Chemical, Biological, or Thermal Characteristics (Degree of Toxicity) | 2 | The degree of toxicity was “moderate” because the discharge had “some level of toxicity or pose[d] a moderate level of concern regarding receptor protection.” (Ibid., at 13.) Specifically, the discharge consisted of up to 2.4 mg/L chlorine residual, which is about 100 times the U.S. EPA Water Quality Criterion of 0.019 mg/L for acute (one-hour average) toxic effects to aquatic life. ¹ |
| Susceptibility to Cleanup or Abatement | 1 | The discharge was not susceptible to cleanup because it quickly commingled with the receiving waters and flowed downstream. There was no opportunity to abate its effects. The Enforcement Policy requires a score of 1 where less than 50 percent of a discharge is susceptible to cleanup or abatement. (Ibid., at 13.) |
| Final Score | 6 | The scores for the above three factors, added together, provide a “Potential for Harm” score of 6 (3+2+1 = 6). |
| Deviation from Requirement | Major | The violation was a “major” deviation from the requirement because the unplanned discharge contained toxic concentrations of chlorine that killed fish. Permit section V.E prohibits a discharge from causing or contributing to an occurrence of toxicity. ² Because the discharge contained toxic chlorine concentrations that produced detrimental physiological responses in aquatic life (i.e., killed fish), the Permit’s receiving water limitation was rendered ineffective. |
| Per Gallon and Per Day Factors for Discharge Violations | 0.220 | Enforcement Policy Tables 1 and 2 contain per-gallon and per-day factors based on the “Potential for Harm” score. Based on a score of 6 and a major “Deviation from Requirement,” both the per-gallon and per-day factors are 0.220. |
| Adjustment for High Volume Discharges | None | A high volume adjustment for this incident is unwarranted because it would result in an inappropriately low penalty considering the relatively small discharge volume and observable impact on beneficial uses. |
| Initial Liability | \$134,200 | The initial liability is calculated as follows: per-gallon factor (0.220), multiplied by maximum per gallon amount (\$10), multiplied by volume exceeding 1,000 gallons that is discharged and not cleaned up (61,000 gallons minus 1,000 gallons); plus per-day factor (0.220), multiplied by maximum per day amount (\$10,000), multiplied by number of days of violation (1) as shown below. \$1134,200=(0.220 x \$10/gallons x 60,000 gallons) + (0.220 x \$10,000/day x 1 day) |
| Adjustments for Discharger Conduct | | |
| Culpability | 0.9 | A reduced culpability multiplier of 0.9 is selected because the discharge was unplanned and there was no evidence that the Discharger had any prior indication that the 14-inch PVC pipe would break. The pipeline is less than 20 years old and was installed in a new development in 1998. The service life of PVC pipe ranges from 50 to 100 years in water applications. Thus, pipe age would not be a factor in the break. The cause of the break is unknown. |

¹ U.S. EPA, *Quality Criteria for Water* (1986).

² The Permit defines “toxicity” as “toxic substances to be present, individually or in combination, in concentrations that produce detrimental physiological responses in human, plant, animal, or aquatic life.”

| PENALTY FACTOR | SCORE | DISCUSSION |
|---|---------------------------|--|
| Cleanup and Cooperation | 0.75 | <p>A score of 0.75 is selected because the Discharger's actions went above and beyond the Permit's monitoring and reporting requirements. Specifically, the Discharger did the following:</p> <ul style="list-style-type: none"> • Arrived at the scene and secured the line within one hour after the low-pressure alarm, even though it was midnight. • Deployed dechlorination tablets and best management practices consistent with Permit requirements. • Notified appropriate regulatory agencies. • Surveyed a 0.8-mile reach of the creek: <ul style="list-style-type: none"> – Sampled seven locations for temperature, pH, total residual chlorine, and turbidity. – Recorded visual observations of turbidity and fish and aquatic life conditions at five locations. – Collected, counted, categorized, measured, and photographed dead fish. – Photographed creek conditions, dead fish, aquatic life, turbidity, the discharge point, and related storm drains. • Provided a timely and thorough report that included the following: <ul style="list-style-type: none"> – Summary of event and response. – Maps showing discharge point, creek, and sample and observation locations. – Chain-of-custody forms and tabulated monitoring results. – Field instrument calibration records. – Photographs documenting observations, creek conditions, dead fish, aquatic life, and path of discharge. |
| History of Violations | 1 | The Discharger does not have a history of violations associated with its water distribution system. |
| Total Base Liability | \$90,600 (rounded) | <p>The initial liability is multiplied by each factor related to the Discharger's conduct to determine the Total Base Liability as follows:</p> <p>\$90,585 = \$134,200 x 0.9 (culpability) x 0.75 (cleanup) x 1 (history)</p> |
| Ability to Pay and Continue in Business | No adjustment | The Discharger estimated its 2016-17 total revenue as \$87.8 million, total expenses as \$61.4 million, and net revenue (i.e., revenue minus expenses) as \$26.4 million. ³ Therefore, the Discharger's annual budget is adequate to pay the proposed penalty. |
| Economic Benefit | Minimal, if any | The Enforcement Policy requires recovery of any economic benefit derived from failure to implement controls that result in a violation. The economic benefit the Discharger derived from this violation was minimal, if any, since this was an unplanned discharge due to an unanticipated break in a water main that was within the life expectancy of the pipe. |

³ <https://dsrsdca.opengov.com> (see Expenses, Revenues, and Revenues vs Expenses).

Settlement Agreement and Stipulated Administrative Civil Liability Attachment A
 Dublin San Ramon Services District

| Other Factors as Justice May Require | | |
|---|------------------|--|
| Staff Costs | No adjustment | The Prosecution Team did not consider staff costs in determining the final proposed liability amount. |
| Maximum Liability | \$610,000 | Water Code section 13385 allows up to \$10,000 for each day in which a violation occurs and \$10 for each gallon exceeding 1,000 gallons discharged and not cleaned up. The maximum liability based on 61,000 gallons and one day of violation is calculated as follows: $\$610,000 = ([61,000 \text{ gallons} - 1,000 \text{ gallons}] \times \$10/\text{gallon}) + (1 \text{ day} \times \$10,000/\text{day})$ |
| Minimum Liability | Economic Benefit | Water Code section 13385, subdivision (e) states, "liability shall be assessed at a level that recovers the economic benefits, if any, derived from the acts that constitute the violation." The Enforcement Policy requires that the minimum liability not be below the Discharger's economic benefit plus 10 percent. (Enforcement Policy, p. 21.) Here, the economic benefit was minimal, if any, for the reasons stated above. |
| Final Liability | \$90,600 | The final liability of \$90,600 is the total base liability after adjusting for ability to pay, economic benefit, other factors, and maximum and minimum liabilities. |

ATTACHMENT B

Dublin San Ramon Services District Supplemental Environmental Project Alamo Creek Watershed Action Program

1. Project Name

Alamo Creek Watershed Action Program

2. Project Amount

\$36,250

3. Project Lead

Dublin San Ramon Services District (District) and Kids for the Bay

4. Contacts

- Jeff Carson, Operations Manager, Dublin San Ramon Services District, carson@dsrsd.com, (925) 462-0658
- Mandi Billinge, Executive Director, Kids for the Bay, mandi@kidsforthebay.org, (510) 985-1602

5. Project Description

Kids for the Bay will provide environmental science education and stewardship projects to 100 elementary school students (four classrooms of students) and four teachers at Amador Elementary School in the Dublin Unified School District. The students will invite the students' family members to participate.

Kids for the Bay will provide the opportunity for students, teachers, and families to experience watershed education and to adopt, clean up, and protect the Alamo Creek watershed. Teachers and students will concentrate on the Alamo Creek watershed as an educational resource and as a focus for an environmental project to improve the health of Alamo Creek and its place within the San Francisco Bay watershed.

Components of the Alamo Creek Watershed Action Program

Kids for the Bay will provide the following for each classroom:

- a. One teacher's curriculum guide and equipment kit;
- b. Opportunity for the teacher to earn academic credit;
- c. Four two-hour classroom lessons;
- d. One neighborhood trash cleanup event;
- e. One field trip to Alamo Creek or San Francisco Bay habitat; and
- f. One Environmental Action Project (two classrooms may work on one project).

Details for the above components are described below:

Teachers' Curriculum Guide, Equipment Kit, and Opportunity to Earn Academic Credit

Kids for the Bay will supply four teachers with a training model that includes an equipment kit and curriculum guide. Kids for the Bay instructors will conduct planning and evaluation meetings with the teachers. By observing Kids for the Bay's instructors during lessons and field trips, teachers will learn the curriculum along with their students. Kids for the Bay will offer teachers the opportunity to earn eight units of professional-level academic credit through California State University East Bay.

Classroom Lessons

Kids for the Bay will plan and implement classroom lessons that include hands-on activities, visual aids, multi-media resources, group work, analysis, problem solving, and critical thinking. Kids for the Bay will teach students about the San Francisco Bay estuary ecosystem and its biology, chemistry, pollutant sources, and ecology. Kids for the Bay will teach how the estuary connects to the students' neighborhoods through creeks and storm drains. Students will study how pollution entering storm drains affects the entire estuarine ecosystem.

Neighborhood Trash Cleanup Events

Kids for the Bay will implement a neighborhood trash cleanup project. Under the direction of Kids for the Bay, students will complete neighborhood surveys to identify examples of non-point source pollution and will complete a neighborhood cleanup project. Students will study how their actions upstream affect life downstream.

Field Trips

Kids for the Bay will oversee and supervise a creek or bay field trip for each class comparable to the two sample field trips described below:

- Creek Field Trips – Under Kids for the Bay instruction, students will study Alamo Creek and the aquatic invertebrates that make the creek their home, such as damselfly nymphs, water striders, mayfly nymphs, and caddisfly larvae. Students will study the adaptations of these organisms to the creek and will survey of the quantity and variety of aquatic invertebrates to determine if the creek is healthy. Students will also test the water for pH, oxygen, salinity, and temperature to assess creek health. Using field guides, students will identify native creekside plants, including ferns, willows, and buckeye trees. Students will complete observational drawings of the plants. Students will participate in trash cleanup.
- Bay Field Trips – Under Kids for the Bay instruction, students will collect plankton from San Francisco Bay piers and identify zooplankton and phytoplankton using field microscopes and identification cards. In the rocky shore habitat, students will investigate crabs, barnacles, clams, mussels, marine pill bugs, and sea lettuce. Students will learn about adaptations that help each species survive in its environment. Students will observe each organism and answer questions about its adaptations and behaviors before returning it to the exact place where it was discovered. Students will also learn

how the San Francisco Bay is an important site on the Pacific Flyway for migratory birds. Students will observe a variety of birds, such as egrets and cormorants, and use binoculars and field guides to identify the birds and classify their feeding habits. Students will participate in trash cleanup.

Environmental Action Projects

Kids for the Bay will oversee development and implementation of environmental action projects to help students develop environmental leadership skills. Each class will select one of the following environmental action projects (or something comparable):

- Lead a school wide assembly to educate the school community about the importance of not littering, reducing non-point source pollution, and using the five “Rs” (i.e., reduce, reuse, recycle, rot, and refuse) to reduce the impacts of non-point source and plastic marine pollution.
- Organize a school campus trash cleanup event with a younger class. Use the opportunity to educate the younger students about the importance of reducing non-point source pollution and plastic trash also Alamo Creek and the San Francisco Bay.

In addition, Kids for the Bay will oversee a students’ take-home interview in which students teach their families how to reduce non-point source pollution. Students and family members will then make a pledge to reduce pollution entering Alamo Creek.

6. Compliance with SEP Criteria

A SEP must directly benefit or study groundwater or surface water quality or quantity and the beneficial uses of the waters of the State.⁴ This project meets this SEP criterion by getting elementary school students involved in cleaning up Alamo Creek and teaching them about environmental stewardship.

7. Above and Beyond Discharger’s Obligations

This SEP provides no direct benefit to Dublin San Ramon Services District, which has no obligation to provide financial or other support for this project, will receive no direct or indirect benefit from this effort, and will not direct or exercise any control over the SEP.

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

This SEP provides no direct fiscal benefit to the San Francisco Bay Regional Water Quality Control Board’s (Regional Water Board’s) functions, its members, its staff, or any family members of staff.

9. Nexus to the Nature or Location of Violations

The location of this SEP has a nexus to the location of the violation. The project will take place in the Alamo Creek watershed, the same watershed in which the violation occurred.

⁴ State Water Resources Control Board Policy on Supplement Environmental Projects, February 3, 2009

10. Project Maintenance

Kids for the Bay's teacher training model ensures that teachers are equipped to continue teaching Kids for the Bay's program year after year. Kids for the Bay plans to follow up with the four partner teachers in the year after participation in the Watershed Action Project; however, this is not part of the SEP.

11. Documented Support

Letters of support from the school principal, teacher, Congresswoman Barbara Lee, and Congressman Mark DeSaulnier are attached.

12. California Environmental Quality Act (CEQA) Compliance

This is an educational program for elementary school students and is not subject to CEQA.

13. Project Milestones, Schedule, and Budget

Table 1 lists the primary project milestones, deliverables, and schedules. Table 2 includes the projected cost associated with each milestone.

Table 1: Project Milestones and Deliverables

| Due Date | Task Descriptions | Deliverables |
|-----------|---|---------------------|
| 7/5/2018 | Prepare and submit quarterly report. Include proposed SEP schedule and proposed quarterly report template for Regional Water Board review and approval. | Quarterly Report #1 |
| 12/5/2018 | <u>Milestone One</u> : Prepare and submit quarterly report. Include final schedule and report template. Provide documentation that curriculum has been prepared, meetings with teachers and principals have been held, contracts have been signed, and field kits, curriculum, and academic credit materials have been distributed. | Quarterly Report #2 |
| 2/28/2019 | Teach hands-on classroom environmental science lessons. Obtain photographic documentation and prepare descriptions of completed lessons and activities for submittal with quarterly report. | |
| 2/28/2019 | Complete school campus and neighborhood cleanups. Obtain photographic documentation, number of gallons of collected trash, and descriptions of completed neighborhood cleanups for submittal with quarterly report. | |
| 2/28/2019 | Teach introductory lessons and facilitate hands-on environmental action project selected by each class and their teachers. Obtain photographic documentation and prepare descriptions of completed activities for submittal with quarterly report. | |
| 3/5/2019 | <u>Milestone Two</u> : Prepare and submit quarterly report documenting completion of classroom lessons, neighborhood cleanups, and environmental action projects. Provide photographs and details documenting completed lessons, cleanups, and environmental action projects. | Quarterly Report #3 |
| 5/31/2019 | Implement and oversee field trips to Alamo Creek or San Francisco Bay (or both) habitats with trash clean-up projects. Obtain photographs and number of pounds or gallons of trash collected. Prepare descriptions of completed activities for submittal with completion report. | |
| 5/31/2019 | Prepare academic credit materials for submittal to California State University East Bay. Purchase follow-up equipment kits for | |

| Due Date | Task Descriptions | Deliverables |
|----------|--|-------------------|
| | teachers continuing to teach program themselves in future years. | |
| 6/5/2019 | <u>Milestone Three</u> : Submit completion report. Document that academic credit has been submitted to California State University East Bay for all participating teachers who opted to complete the academic credit component of the program. Submit photographic documentation of field trips and trash cleanup. Provide documentation of pounds or gallons of trash collected. Submit descriptions of completed field trips to Alamo Creek and San Francisco Bay. | Completion Report |

Table 2: Project Budget by Milestone

| Description | Hours | Cost |
|--------------------------|-------|-----------------|
| Milestone 1 | | |
| <u>Labor</u> | | |
| Executive Director | 27 | \$1,689 |
| Development Manager | 12 | \$468 |
| Program Manager | 85 | \$2,805 |
| Program Instructors | 100 | \$3,000 |
| <u>Other Costs</u> | | |
| Printing and copying | | \$400 |
| Meetings and conferences | | \$100 |
| Travel – staff mileage | | \$100 |
| Staff Trainings | | \$500 |
| Subtotal | | \$9,062 |
| Milestone 2 | | |
| <u>Labor</u> | | |
| Executive Director | 30 | \$1,920 |
| Development Manager | 20 | \$780 |
| Program Manager | 120 | \$3,960 |
| Program Instructors | 366 | \$10,965 |
| <u>Other Costs</u> | | |
| Travel – Staff mileage | | \$300 |
| Educational equipment | | \$200 |
| Subtotal | | \$18,125 |
| Milestone 3 | | |
| <u>Labor</u> | | |
| Executive Director | 18 | \$1,152 |
| Development Manager | 22 | \$858 |
| Program Manager | 42 | \$1,386 |
| Program Instructors | 100 | \$3,000 |
| <u>Other Costs</u> | | |
| Travel – Staff mileage | | \$50 |
| Field Trip Buses | | \$2,400 |
| Educational equipment | | \$217 |
| Subtotal | | \$9,063 |
| TOTAL | | \$36,250 |

14. Final Post-Project Accounting of Expenditures

The District will track all costs and include financial data with quarterly reports. The District will provide the Regional Water Board with a final report that declares SEP completion, addresses how the expected performance measures for the project (see section 16) were met, and provides a final accounting of SEP expenditures. The District will submit all quarterly and final reports to:

Habte Kifle
Water Resources Control Engineer
San Francisco Bay Regional Water
Board
1515 Clay Street, Suite 1400
Oakland, CA 94612
(510) 622-2371
habte.kifle@waterboards.ca.gov

Jasmine Oaxaca
State Water Resources Control Board
Office of Enforcement
801 K Street, 23rd Floor
Sacramento, CA
(916) 322-5327
Jasmine.Oaxaca@waterboards.ca.gov

15. Extension if Necessary

The SEP Completion Date is the due date of the final report unless the Executive Officer approves an extension. If an extension is granted, it shall apply also to the reports to the Regional Water Board. If an extension is necessary, the District shall submit a written request for such extension to the Executive Officer and shall provide the justification for the delay as required by Stipulated Order paragraph 17.

16. Project Performance Measures

The SEP must achieve all of the following performance measure to be deemed complete:

- a) Prepare and submit deliverable reports to the Regional Water Board by the deadlines set forth in Table 1.
- b) **Milestone 1:** Prepare and submit quarterly report documenting the completion of the SEP schedule and quarterly report template. Document completion of teaching schedule and curriculum, meetings with teachers and principal, receipt of signed contracts, and distribution of curriculum, field kits, and academic credit materials.
- c) **Milestone 2:** Prepare and submit quarterly report documenting the completion of classroom lessons, neighborhood cleanups, and environmental action projects. Provide photographs and details documenting the completed lessons, cleanups, and environmental action projects.
- d) **Milestone 3:** Submit completion report. Provide certification that academic credit has been submitted to California State University East Bay for all participating teachers who opted to complete the academic credit component of the program. Submit photographic documentation of the field trips and trash cleanup. Provide documentation of the pounds or gallons of trash collected. Submit descriptions of the completed field trips to Alamo Creek and San Francisco Bay.

17. Reports to Regional Water Board

Reports on the progress of SEP completion will be submitted on a quarterly basis to the Regional Water Board and the State Water Board Office of Enforcement. The District will provide the following reports:

- a) Quarterly reports as set forth in Table 1. Quarterly reports shall inform the Regional Water Board of project progress. Expenditure justifications for SEP-related work shall be included with the reports, including a running table of expenditures with backup documentation (invoices, hourly rates, time sheets, etc.)
- b) Completion report as set forth in Table 1, unless the due date is extended pursuant to section 15.

Attachments: Letters of Support



January 25, 2017

Mr. Douglas Bosco, Chairman
California Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612

Dear Chairman Bosco:

I am writing in strong support of KIDS for the BAY's application for grant funding from the California Coastal Committee's Explore The Coast Fund. The grant funding requested will help fund KIDS for the BAY's highly successful Watershed Action Program (WAP). The WAP has benefited East Bay elementary school students, their teachers, and family members for many years. It has also increased community involvement in the protection and restoration of local watersheds.

As an elementary school teacher working in Oakland and Richmond schools for the past five years, I have seen firsthand the impact of the Watershed Action Program in my classroom. From the highly engaging Classroom Lessons that allow students to investigate and understand our watershed, to the Action Project that helps them become advocates for the environment, KIDS for the BAY is always one of my students' favorite parts of the school year. As a teacher, I love the program because it is an invaluable curricula resource that targets grade-level standards for science and social studies. But most importantly, I've seen my students share what they have learned with our school community and their families with genuine enthusiasm and knowledge.

The Field Trip component of the Watershed Action Program is very important because many of my students do not otherwise have the chance to experience nature up close. Every year, kids are motivated by the Field Trip and come back enthusiastic about what they've been able to apply from their Classroom Lessons.

I had the great luck to have KIDS for the BAY in my classroom my first year teaching, where I was provided with modules for teaching the lessons and had the chance to watch the implementation firsthand in my classroom and in the field. Every year since then, I have taught the Watershed Action Program to my students with the ongoing support of the KIDS for the BAY program staff and the resources they provide.

I encourage you to please fund this important program so that more teachers, elementary school students, and family members from low-income schools will also benefit from this wonderful opportunity. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Annika Rudback", written in a cursive style.

Annika Rudback
Fourth Grade Teacher
Greenleaf Elementary School



Berkeley Unified School District

Berkeley Arts Magnet
2015 Virginia Street
Berkeley, CA 94704
510-644-6225
Rene Molina, Principal

March 1, 2016

Dear Chancellor's Community Partnership Fund,

As principal of Berkeley Arts Magnet School, I am very excited for our school to be part of the Strawberry Creek Watershed Action Program (SC WAP) with KIDS for the BAY and UC Berkeley.

I am committed to the SC WAP because it engages students, parents, and the school community and provides hands-on science education, tools to take action for the environment, and a strong connection with nature. The KIDS for the BAY curriculum is exactly what our students need - more hands-on science, to supplement textbook science. The SC WAP is hands-on, engaging, real-life learning. This is what education should look like!

The first year of this program, during the 2015 - 2016 school year, has been very valuable for our school community. Parents are actively involved in their children's education, participating as chaperones during clean-up activities, creek restoration projects, and Field Trips to the UC Berkeley Campus. We also like the fact that our students are teaching their parents what they learn in the classroom, which ensures that environmental messages reach families as well as students.

As an elementary school principal, I really appreciate having this professional development opportunity for my teachers. I am excited for them to learn how to use our local watershed as a living laboratory and provide our students with the resources needed to take action for the environment.

I look forward to continuing this program in the 2016 - 2017 school year, and I hope that you will fund the SC WAP to benefit the Berkeley community, including students, teachers, parents, and our shared environment.

Sincerely,

A handwritten signature in black ink, appearing to read "Rene Molina".

Rene Molina
Berkeley Arts Magnet
Principal

BARBARA LEE

13TH DISTRICT, CALIFORNIA

DEMOCRATIC STEERING AND POLICY COMMITTEE

COMMITTEE ON APPROPRIATIONS

Member, Subcommittee on
Labor, Health and Human Services, Education,
and Related Agencies

Member, Subcommittee on
State, Foreign Operations, and Related Programs

COMMITTEE ON THE BUDGET



Congress of the United States
House of Representatives
Washington, D.C. 20515-0509

REPLY TO OFFICE CHECKED

☒ **WASHINGTON OFFICE**
2267 Rayburn House Office Building
Washington, D.C. 20515
Phone: (202) 225-2661
Fax: (202) 225-9817

☐ **DISTRICT OFFICE**
1301 Clay Street, Suite 1000N
Oakland, CA 94612
Phone: (510) 763-0370
Fax: (510) 763-6538

website: lee.house.gov

January 18, 2017

Chairman Douglas Bosco
California Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612

Dear Chairman Bosco:

I am writing in strong support of KIDS for the BAY's application for grant funding from the California State Coastal Conservancy's "Explore the Coast" program. As the representative for California's 13th Congressional District, I am pleased to support organizations such as KIDS for the BAY.

Children living in inland, urban areas, particularly in low-income neighborhoods, have very few opportunities to visit the Pacific Ocean or the San Francisco Bay and make a connection with these coastal environments. However, all of us, no matter where we live, directly impact the coastal environment in our everyday lives. KIDS for the Bay partners with low-income, urban, multicultural schools to make connections to the coastal environment meaningful for school students, their teachers and families. These significant connections provide reasons to care about keeping the local watershed and coastal environment clean and healthy. They show how garbage can kill marine animals and pollute remote beaches in other parts of the world. They empower students to take action to help solve problems of marine debris and reduce storm drain pollution.

KIDS for the BAY's Watershed Action Program fills an important gap in the resources and capacity for our schools to educate students and provide professional development for teachers regarding the coastal environment. Funding from the Explore the Coast grant program will help KIDS for the BAY to take students who would not otherwise have this opportunity on exciting, educational field trips to the San Francisco Bay and Pacific Ocean as a highlight of a comprehensive, in-depth, environmental education program. Therefore, I would like to request full and fair consideration of funding this request, which is certain to have positive impacts on our youth and environment. Thank you for your consideration.

Sincerely,

Barbara Lee

Member of Congress

MARK DESAULNIER
11TH DISTRICT, CALIFORNIA

COMMITTEE ON EDUCATION AND
THE WORKFORCE
SUBCOMMITTEE ON HIGHER EDUCATION AND
WORKFORCE TRAINING
SUBCOMMITTEE ON WORKFORCE PROTECTIONS
COMMITTEE ON OVERSIGHT AND
GOVERNMENT REFORM
SUBCOMMITTEE ON TRANSPORTATION AND PUBLIC ASSETS
SUBCOMMITTEE ON HEALTH CARE, BENEFITS, AND
ADMINISTRATIVE RULES

Congress of the United States
House of Representatives
Washington, DC 20515

327 CANNON HOUSE OFFICE BUILDING
PHONE: (202) 225-2095
FAX: (202) 225-5609

101 YGNACIO VALLEY ROAD, SUITE 210
WALNUT CREEK, CA 94596
PHONE: (925) 933-2660
FAX: (925) 933-2677

440 CIVIC CENTER PLAZA, 2ND FLOOR
RICHMOND, CA 94804
PHONE: (510) 620-1000
FAX: (510) 620-1005

January 23, 2017

The Honorable Douglas Bosco
Chairman
California Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, California 94612

Dear Congressman Bosco:

I am writing in strong support of KIDS for the BAY's application for grant funding from the California State Coastal Conservancy's "Explore the Coast" program.

I have been advised that the acquisition of this pivotal funding will support KIDS for the BAY's goal to educate children while promoting environmental awareness and appreciation in the Bay Area.

Children living in inland, urban areas, particularly in low-income neighborhoods, have very few opportunities to visit the Pacific Ocean or the San Francisco Bay and make a connection with these coastal environments. KIDS for the BAY partners with urban, multicultural schools to facilitate meaningful connections to the coastal environment for students, teachers, and families.

These connections reinforce efforts to keep the local watershed and coastal environment clean and healthy. The program works to demonstrate how garbage can kill marine animals and pollute remote beaches in other parts of the world and seeks to empower students to take action and help solve problems of marine debris and storm drain pollution.

One of the most meaningful connections a child can make is to directly experience the coast and bay environment as part of a valuable environmental learning experience. Due to rising transportation costs, shrinking public school budgets, and lack of professional development opportunities for teachers, it is becoming more difficult for schools to provide this important educational experience. Funding from the Explore the Coast grant program will help KIDS for the BAY offer students, who would not otherwise have this opportunity, a chance to benefit from this comprehensive, in-depth, environmental education program.

I request that KIDS for the BAY's application be given a full and thorough review, and I trust that it will receive the serious consideration it deserves. Thank you for your attention to this matter.

Sincerely,



Mark DeSaulnier
Member of Congress