

LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD

In the Matter of:

**Los Angeles County Sanitation
Districts' Joint Outfall System,
Long Beach Water Reclamation Plant

December 25, 2020 Sanitary Sewer
Overflow**

ORDER NO. R4-2024-0149

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

I. Introduction

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order or Order) is entered into by and between the Acting Assistant Executive Officer of the California Regional Water Quality Control Board, Los Angeles Region (Los Angeles Water Board), on behalf of the Los Angeles Water Board Prosecution Team (Prosecution Team), and the Los Angeles County Sanitation Districts' Joint Outfall System (JOS) collection system via County Sanitation District No. 2 of Los Angeles County, a special district organized and existing under the provisions of California Health and Safety Code sections 4700 *et seq.* in its capacity as the Administrative District for the JOS¹, (Discharger) (collectively known as the 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 Los Angeles County Sanitation Districts are a confederation of 24 independent special districts that provide wastewater and solid waste management for approximately 5.5 million people in Los Angeles County. 17 of the 24 special districts proportionally share ownership and operation of the JOS, a regional interconnected system of wastewater conveyance and treatment facilities that include 1,220 miles

¹ Pursuant to a Joint Outfall Agreement, 17 of the 24 County Sanitation Districts of Los Angeles County operate and maintain a wastewater collection, treatment, and disposal system known as the Joint Outfall System that serves approximately 5.5 million people in the Los Angeles Basin. The events described herein all occurred within the Joint Outfall System. Ownership and operation of the Joint Outfall System is proportionally shared among the signatory parties to the Joint Outfall Agreement effective July 1, 2022. These parties include Los Angeles County Sanitation Districts Nos. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29, and 34, and South Bay Cities Sanitation District of Los Angeles County. County Sanitation District No. 2 of Los Angeles County acts as the Administrative District on behalf of the 17 districts for various purposes, including entering agreements.

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of sewers to convey approximately 350 million gallons per day of wastewater to 7 wastewater treatment plants. See, *infra*, footnote 1.

3. The Discharger owns and operates the Long Beach Water Reclamation Plant (Facility), a publicly owned treatment works facility located at 7400 East Willow Street, Long Beach, California, which is within County Sanitation Districts of Los Angeles County District 19.
4. The Facility was regulated under Order No. R4-2015-0123 and National Pollutant Discharge Elimination System (NPDES) Permit No. CA0054119, which became effective on August 1, 2015, for discharging tertiary treated wastewater to Coyote Creek, a water of the United States.²
5. Order No. R4-2015-0123, section III.B. prohibits the bypass or overflow of untreated wastewater or wastes to surface waters or surface water drainage courses except as allowed under certain Standard Provisions, which were not met in this case.
6. On Friday, December 25, 2020, at approximately 9:02 p.m., a motorist discovered a sanitary sewer system manhole overflowing at the intersection of East Willow Street and North Studebaker Road in the City of Long Beach. The Long Beach Fire Department responded to the scene at approximately 9:10 p.m. and observed wastewater flowing from Joint Outfall "A" at Manhole A 0280. At approximately 9:19 p.m., Long Beach Fire Department staff saw wastewater flowing from Joint Outfall "C" at Manhole C 0331A, about 290 feet north of Manhole A 0280. Long Beach Water Department staff arrived at the overflow site at approximately 9:25 p.m., confirmed the overflow was from the Discharger's force main sewer. Long Beach Water Department staff contacted the Discharger at 9:42 p.m. and the Discharger's staff arrived at the overflow site at 10:01 p.m., and immediately began troubleshooting the cause of the overflow. The sanitary sewer overflow (SSO) ceased at approximately 11:01 p.m. SSOs from these locations travelled via street gutters into catch basins that discharge to storm drains that flow directly into the Los Cerritos Channel.
7. The Discharger reported the incident to the California Governor's Office of Emergency Services (Cal OES) on December 26, 2020, at 12:12 a.m., reporting an initial spill amount of 50,000 gallons. The Cal OES report indicated the incident was due to lost power at the Facility, causing the release upstream of the Facility. The final certified SSO report uploaded into the California Integrated Water Quality

² Order No. R4-2015-0123 was renewed by Order No. R4-2022-0032, which became effective on April 1, 2022.

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System Project (CIWQS) (Spill ID 871320) indicated that 222,542 gallons of untreated wastewater reached a storm drain that flows to the Los Cerritos Channel.

8. The Discharger also reported 30 gallons of wastewater ponding at Manholes C 0507 and C 0508, and an additional 40 gallons of wastewater spilled from Manhole A 0 280 between 11:54 and 12:02 a.m.; these 70 gallons were captured and returned to the sewer. Additionally, Manholes A 0420 and A 0421 discharged approximately 1,194 gallons of wastewater to land. Wastewater leakage from these locations did not reach surface water; rather, it infiltrated into the soil and was not captured. Depth to groundwater is approximately 20 feet below ground surface as reported at a site to the northwest and another site to the southeast, both less than a mile away.
9. The Discharger reported the overflow was caused by a malfunction of a switchboard process logic controller (PLC) in the control system at the Facility. Three electrical breakers tripped within the switchgear and cut power to multiple process equipment within the Facility, including the influent pump station, Supervisory Control and Data Acquisition (SCADA) control and communication systems, and phone systems. Due to the simultaneous loss of all automated controls, the influent pump was operated at full speed in a manual on-off operation mode. At the time of the incident, Facility operators believed the manual operation of the influent pump would be sufficient to keep pace with the influent flow; however, without the SCADA system available to provide data on the level of the wastewater in the wet well, the pumping rate using the one influent pump proved insufficient and resulted in influent wastewater backing-up and being discharged through manholes upstream of the Facility.
10. On February 3, 2022, the Los Angeles Water Board issued a Notice of Violation to the Discharger alleging violation of the terms and requirements of Order No. R4-2015-0123 that resulted in the unauthorized discharge.
11. The Prosecution Team alleges that on December 25, 2020, the Discharger allowed an overflow of approximately 222,542 gallons of untreated wastewater to catch basins that discharge to the Los Cerritos Channel, a surface water drainage course and water of the United States, violating Order No. R4-2015-0123, section III.B., as described in Attachment A, herein incorporated by reference. The conditions to authorize an overflow in Order No. R4-2015-0123, section VI.5.d.i. and Order No. R4-2015-0123, Attachment D, section I.G. were not met.
12. Pursuant to Water Code section 13385, subdivision (a)(2), any person who violates an NPDES permit is subject to administrative civil liability pursuant to Water Code section 13385, subdivision (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

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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.

13. 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.
14. The Enforcement Policy establishes a methodology for assessing administrative civil liability. Use of the methodology incorporates Water Code section 13385, subdivision (e) that requires 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."
15. 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.
16. The Parties have engaged in confidential settlement negotiations and agree to fully settle the violations alleged in this Stipulated Order and Attachment A without administrative or civil litigation and by presenting this Stipulation 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.
17. To resolve the violations 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 four hundred ten thousand one hundred twenty-six dollars (\$410,126). The Prosecution Team believes that the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the violations alleged herein, and that this Stipulated Order is in the best interest of the public.

III. Stipulations

The Parties stipulate to the following:

1. **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 Stipulation.
2. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability in the amount of **four hundred ten thousand one hundred twenty-six dollars (\$410,126)** to resolve the violations specifically alleged in this Stipulated Order as follows:
 - a. No later than thirty (30) days after the effective date of this Order, the Discharger shall submit a check for **nine thousand nine hundred ninety-six dollars (\$9,996)** to the State Water Board. The check shall be made payable to the "State Water Pollution Cleanup and Abatement Account," reference Order No. R4-2024-0149, 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 (Kailyn.Ellison@waterboards.ca.gov) and to the Los Angeles Water Board (Russ.Colby@waterboards.ca.gov).

- b. The Parties agree that the remaining **four hundred thousand one hundred thirty dollars (\$400,130)** (SEP Amount) of the administrative civil liability shall be paid to the Rose Foundation for Communities and the Environment (Rose Foundation) for implementation of TreePeople's (SEP Implementing Party) Lower Los Angeles River Tree Planting Project in SELA Supplemental Environmental Project (Tree Planting SEP) as described herein and in Attachment B, which is hereby incorporated by reference. The Tree Planting SEP will improve communities along the Los Angeles River watershed by planting 300 shade trees in public spaces within three (3) miles of the Los Angeles River, along with distribution of an additional 500 no-cost take-home trees for residents to plant on private parcels. No later than 30 days after the Los Angeles Water Board, or its delegee, signs this Order and it becomes final, the Discharger shall submit a check for four hundred thousand one hundred

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thirty dollars (\$400,130) to the Rose Foundation. 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 4th Street, Suite 102
Oakland, California 94607

The Discharger shall provide a copy of the check via e-mail to the State Water Board, Office of Enforcement (Kailyn.Ellison@waterboards.ca.gov) and the Los Angeles Water Board (Russ.Colby@waterboards.ca.gov).

- c. The State Water Board's May 3, 2018, Policy on Supplemental 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. The Tree Planting SEP is within areas that have a Disadvantaged Community (DAC) score within the 93rd to 99th percentile ranking for pollution burden per CalEnviroScreen 4.0.

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), more than 50 percent to the total adjusted monetary assessment may be dedicated to the SEP because it is located in and/or benefits a disadvantaged community as described in Attachment B. Notice and an opportunity to object was provided to the Director of OE.

3. **Los Angeles Water Board Resolution No. R19-007:** Los Angeles Water Board Resolution No. R19-007 approved the Rose Foundation's 2019 Disadvantaged Community Supplemental Environmental Project List (DAC SEP List) and launched a program to promote the allocation of SEP monies to DACs in partnership with the Rose Foundation. The DAC SEP List was updated in 2021. While the SEP Implementing Party has a SEP on the 2019 and 2021 DAC SEP Lists, the Tree Planting SEP was not included on the lists and was created specifically for this settlement. Nonetheless, the Los Angeles Water Board and the Rose Foundation will adhere to the terms of Resolution No. R19-007 and the June 25, 2018 Memorandum of Understanding (MOU) between the Regional Board and the Rose Foundation for the Tree Planting SEP.
4. **SEP Requirements:** The Parties agree that the SEP Amount specified in Section III, paragraph 2.b., is for the Tree Planting SEP identified in Attachment B and that SEP Amount shall be treated as a suspended administrative civil liability, and permanently suspended upon satisfactory completion of the Tree Planting SEP in accordance with this Stipulated Order. The Los Angeles Water Board is entitled to recover any Tree Planting SEP funds that are not expended in accordance with this Stipulated Order. Detailed project descriptions, including milestones, budgets, and performance measures are attached hereto as Attachment B.
5. **Nexus to the Violation:** The SEP Policy requires that a SEP have a nexus to the alleged violation. (SEP Policy, section VIII.F.) The Tree Planting SEP has a geographic nexus to the violation as it is within 50 miles of the location of the alleged violation.
6. **SEP Categories:** The SEP Policy provides for seven categories of SEPs. (SEP Policy, section V.) The Tree Planting SEP falls under the "Pollution Reduction" and "Environmental Restoration and Protection" categories.
7. **SEP Oversight:** The Rose Foundation will oversee SEP implementation in lieu of Los Angeles Water Board staff oversight. The Discharger shall not have any implementation or oversight role for the Tree Planting SEP. The Los Angeles Water Board agrees to provide the Discharger with a copy of the contract between the Rose Foundation and the SEP Implementing Party within five (5) business days of receipt from the Rose Foundation. The Rose Foundation's oversight costs are included in the direct costs of the SEP as allowed under section VIII.G. of the SEP Policy since the Tree Planting SEP directly benefits disadvantaged communities. Oversight costs are within the ten (10) percent limit for SEPs performed by third party administrators. (SEP Policy, section VIII.G.)

8. **Reporting Requirements for the SEP:** The Rose Foundation has agreed on the Discharger/SEP Implementing Party's behalf, to submit the following reports on SEP implementation to the Los Angeles Water Board. The Los Angeles Water Board agrees to provide the Discharger with a copy of all reports or other documents submitted by the Rose Foundation regarding the Tree Planting SEP within five (5) business days of receipt from the Rose Foundation:
- a. **Quarterly Reports:** Quarterly Reports must be submitted in accordance with the schedule provided in Attachment B. The Quarterly Reports must describe the tasks completed during the previous quarter, the costs incurred and funds expended and released to the SEP Implementing Party during the quarter and a cumulative summary of both for the project to date, whether the SEP Implementing Party is in compliance with the milestones and deadlines contained in Attachment B and, if not, the cause(s) of the delay(s) and the anticipated date of compliance with this Stipulated Order. The Quarterly Report will quantify the SEP as 25% complete, 50% complete, 75% complete, or fully complete. 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 Attachment B, the Rose Foundation, on the Discharger's/Implementing Party's behalf, must submit a final report that documents SEP completion and provides a certified statement of SEP completion (Certification of SEP Completion), signed under penalty of perjury, that documents the following:
 - i. Certification of completion of the Tree Planting SEP 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 Tree Planting SEP, and
 - iii. Certification that the SEP Implementing Party followed all applicable environmental laws and regulations in implementing the Tree Planting 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.

9. **Publicity Associated with the SEP:** Whenever the Discharger or its agents publicizes one or more Tree Planting 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.
10. **SEPs are Above and Beyond the Discharger's Obligations:** The Tree Planting SEP included in this Stipulated Order contains only measures that go above and beyond the Discharger's obligations. The Tree Planting SEP is not part of the Discharger's normal business nor is the Discharger otherwise legally required to implement any portion of the Tree Planting SEP.
11. **No Benefit to Los Angeles Water Board Functions, Members, or Staff:** The Tree Planting SEP provides no direct fiscal benefit to the Los Angeles Water Board's functions, its members, its staff, or any family member of staff.
12. **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 Discharger or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.
13. **Third Party Audit:** If the Los Angeles Water Board obtains information reasonably indicating that the Rose Foundation and/or the SEP Implementing Party has not expended money in the amounts claimed, or the SEP Implementing Party has not adequately completed the work prescribed for the Tree Planting SEP, the Los Angeles Water Board or its delegee may require, and the Rose Foundation must submit, 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 Rose Foundation and/or the SEP Implementing Party has or has not expended money in the amounts claimed.³ In the event of such an audit, the Rose Foundation and the SEP Implementing Party agree 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 Los Angeles Water Board or its delegee requires the audit.

³ Consistent with the June 25, 2018 MOU, if the audit constitutes an "extraordinary cost," the Los Angeles Water Board and Rose Foundation will work out a supplementary agreement, as needed. Otherwise, the cost of the audit shall be considered part of the Rose Foundations oversight costs.

14. **Request for Extension of Completion Date:** If the Discharger, Rose Foundation, and/or the SEP Implementing Party anticipate delay in the schedule for any milestone or deadline resulting in the need to extend the Tree Planting SEP Completion Date, the Discharger, or the Rose Foundation and/or the SEP Implementing Party on the Discharger's behalf after providing notice to the Discharger, shall notify the Executive Officer in writing at least thirty (30) days prior to the deadline or completion date of the event or circumstance that caused delay. The notice shall describe the reason for the inability to complete the milestone deadline or the Tree Planting SEP by the SEP Completion Date and specifically refer to this Paragraph. The notice shall describe the anticipated length of time the delay may persist, the cause or causes of the delay including whether the circumstance(s) was beyond the reasonable control of the Discharger, Rose Foundation and/or the SEP Implementing Party, the measures taken or to be taken to minimize the delay and provide an updated milestone schedule by which the measures will be implemented. The Rose Foundation and/or the SEP Implementing Party are expected to adopt all reasonable measures to avoid and minimize such delays.

The determination as to whether the circumstances were beyond the reasonable control of the Discharger, Rose Foundation and/or the SEP Implementing Party will be made by the Executive Officer. Where the Executive Officer concurs that compliance was or is impossible, despite timely good faith efforts, due to circumstances beyond the control of the Discharger, Rose Foundation and/or the SEP Implementing Party that could not have been reasonably foreseen and prevented by the exercise of reasonable diligence, a new compliance deadline shall be established. The Executive Officer will endeavor to grant a reasonable extension of time if warranted.

15. **Failure to Expend the Entire SEP Amount on the Completed Approved SEP:** If the Rose Foundation and/or the SEP Implementing Party are not able to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP Amount was spent on the completed Tree Planting SEP, the Executive Officer shall issue a "Notice of Violation" to the Rose Foundation and Discharger, that will require payment of the difference between the SEP Amount and the amount that can be demonstrated was actually spent on the completed Tree Planting SEP (the Difference) to the State Water Pollution Cleanup and Abatement Account within thirty (30) days of the Notice of Violation's issuance date. The Discharger shall instruct the Rose Foundation to pay the Difference on its behalf. Payment shall be made by the Rose Foundation consistent with the payment method described in Section III, paragraph 2.a., above. The Los Angeles Water Board shall provide the Discharger a copy of the check via e-mail upon receipt from the Rose Foundation.

Receipt of payment of the Difference shall satisfy the Discharger's obligations to implement the Tree Planting SEP.

16. **Failure to Complete the SEP:** If the Tree Planting SEP is not fully implemented by the SEP Completion Date listed in Attachment B, or if there has been a material failure to satisfy a project milestone necessary to implement the Tree Planting SEP, the Executive Officer shall issue to the Rose Foundation and the Discharger 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 Tree Planting SEP 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 Tree Planting SEP after the issuance date of the Notice. Within thirty (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 instruct the Rose Foundation to pay the suspended liability amount, or any portion thereof, on its behalf based on the funds the Rose Foundation still possesses. If the funds in the Rose Foundation's possession are insufficient to satisfy the suspended liability amount assessed for the Discharger to pay, the Discharger will provide additional funds for full payment. Payment shall be made by the Rose Foundation and/or Discharger consistent with the payment method described in Section III, paragraph 2.a., above. The Los Angeles Water Board shall provide the Discharger with a copy of confirmation of receipt of payment from the State Water Board for any full or partial payment made by the Rose Foundation within fifteen (15) business days of receipt by the Los Angeles Water Board. Payment of the assessed amount shall satisfy the Discharger's obligations in Section III, paragraph 2.b. above.

17. **Replacement SEP:** If there is a material failure, in whole or in part, to perform the Tree Planting SEP described in Section III, paragraph 2.b., and Attachment B, due to circumstances beyond the control of the Discharger, the Rose Foundation, and/or the SEP Implementing Party, and the Los Angeles Water Board does not move to collect the remaining SEP Amount as provided in Section III, paragraph 16, above, the Parties agree that the Discharger may propose a Replacement SEP. Whether there is a material failure to perform the Tree Planting SEP described in Section III, paragraph 2.b., and Attachment B, shall be determined by the Executive Officer. The

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Discharger shall have sixty (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 reflecting the value of any completed milestones of the Tree Planting SEP 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 Section III, paragraph 16. The Discharger shall not have an opportunity to propose a second Replacement SEP should it fail to complete the Replacement SEP for any reason.

18. **Los Angeles Water Board Acceptance of Completed SEP:** Upon the Discharger's satisfaction of its obligations under this Stipulated Order, the completion of the Tree Planting SEP 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.
19. **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.
20. **Party Contacts for Communications Related to Stipulated Order:**

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For the Los Angeles Water Board:

Russ Colby, Environmental Program Manager
Los Angeles Regional Water Quality Control Board
(213) 620-6375
Russ.Colby@waterboards.ca.gov

For the Discharger:

Lysa Gaboudian, Supervising Engineer
Los Angeles County Sanitation Districts
(562) 908-4288, extension 2811
lgaboudian@lacsdsd.org

21. **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.
22. **Covered Matters:** Upon the Los Angeles Water Board's or its delegee'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 Section III, paragraph 2.a., and the successful completion of the Tree Planting SEP as outlined in this Stipulated Order and Attachment B, or full payment of the associated SEP Amount.
23. **Public Notice:** The Discharger understands that this Stipulated Order will be noticed for a thirty (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.
24. **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.

25. **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, except the Los Angeles Water Board must comply with applicable requirements regarding timeliness of bringing an action. No oral advice, guidance, suggestions, or comments by employees or officials of any Party regarding matters covered under this Stipulated Order shall be construed to relieve any Party regarding matters covered in this Stipulated Order. The 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.
26. **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.
27. **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.
28. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation whether made before or after the execution of this Order. All modifications must be made in writing and approved by the Los Angeles Water Board or its delegee.
29. **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.
30. **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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Order No. R4-2024-0149
Los Angeles County Sanitation Districts' Joint Outfall System

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.
31. **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 or its delegee, 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.
32. **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 to the State Water Board, and further waives the right, if any, to appeal the adopted Stipulated Order to a California Superior Court and/or any California appellate level court.
33. **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.


Settlement Agreement and Stipulation for Entry of Administrative Civil Liability
Order No. R4-2024-0149
Los Angeles County Sanitation Districts' Joint Outfall System

34. **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.
35. **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.
36. **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.
37. **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 enforcement action against the JOS consistent with Water Code section 13385, subdivision (e). By entering into this Stipulated Order, the Discharger does not waive any defenses or arguments related to any new enforcement action the Los Angeles Water Board may bring in the future.
38. **Severability:** This Stipulated Order is severable; should any provision be found invalid, the remainder shall remain in full force and effect.
39. **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.
40. **Counterpart Signatures:** This Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability
Order No. R4-2024-0149
Los Angeles County Sanitation Districts' Joint Outfall System

IT IS SO STIPULATED.

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

By: **Russ Colby**  Digitally signed by Russ Colby
Date: 2024.04.10 12:37:51 -07'00' 04/10/24
Russ Colby Date
Acting Assistant Executive Officer

County Sanitation District No. 2 of Los Angeles County on behalf of the Joint Outfall System

By: *Robert C. Ferrante* 4/8/2024 | 7:10:32 AM PDT
Robert C. Ferrante Date
Chief Engineer and General Manager

Approved as to Form:

By: *Nicole E. Granquist* 04/08/2024
Nicole E. Granquist Date
Downey Brand LLP
Special Counsel for County Sanitation District
No. 2 of Los Angeles County/JOS

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: Penalty Calculation Methodology
Attachment B: TreePeople's Lower Los Angeles River Tree Planting Project in SELA Supplemental Environmental Project Proposal

ATTACHMENT A
PENALTY CALCULATION METHODOLOGY
ORDER NO. R4-2024-0149
FOR
LOS ANGELES COUNTY SANITATION DISTRICTS' JOINT OUTFALL SYSTEM
LONG BEACH WATER RECLAMATION PLANT
LOS ANGELES COUNTY

This document provides details to support a discretionary administrative civil liability in response to the Los Angeles County Sanitation Districts' Joint Outfall System's (JOS or Discharger) violation of Order No. R4-2015-0123, National Pollutant Discharge Elimination System (NPDES) Permit No. CA0054119 for a sanitary sewer overflow (SSO) on December 25, 2020 from the Long Beach Water Reclamation Plant (Facility).

The Los Angeles Regional Water Quality Control Board (Los Angeles Water Board) Prosecution Team has derived the proposed administrative civil liability following the State Water Resources Control Board's (State Water Board's) 2017 Water Quality Enforcement Policy¹ (Enforcement Policy.)

Application of the Enforcement Policy

The Enforcement Policy establishes a methodology for assessing administrative civil liability considering specific factors required by Water Code section 13385, subdivision (e), 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 its ability to continue its business, any voluntary cleanup efforts undertaken, 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." This document applies the methodology associated with the Enforcement Policy's steps, as discussed in detail below.

Summary of Alleged Violation

On December 25, 2020, the Discharger allowed an overflow of approximately 222,542 gallons of untreated wastewater to catch basins that discharge to the Los Cerritos Channel, a surface water drainage course and water of the United States, violating Order No. R4-2015-0123, section III.B. The conditions to authorize an overflow in Order No. R4-2015-0123, section VI.5.d.i. and Attachment D, section I.G. were not met.

1

https://www.waterboards.ca.gov/board_decisions/adopted_orders/resolutions/2017/040417_9_final%20adopted%20policy.pdf

Legal Considerations

The Los Angeles County Sanitation Districts is a confederation of 24 independent special districts that serve wastewater and solid waste management to approximately 5.5 million people in Los Angeles County. Pursuant to a Joint Outfall Agreement effective July 1, 2022, 17 of the 24 special districts proportionally share ownership and operation of the JOS, a regional interconnected system of wastewater conveyance and treatment facilities that include 1,220 miles of sewers to convey approximately 350 million gallons per day of wastewater to 7 wastewater treatment plants. The events described herein occurred within the JOS. These special districts include Los Angeles County Sanitation Districts Nos. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29, and 34, and South Bay Cities Sanitation District of Los Angeles County. County Sanitation District No. 2 of Los Angeles County acts as the Administrative District on behalf of the JOS for various purposes, including entering agreements, such as the settlement agreement and stipulated order.

The Discharger owns and operates the Facility, a publicly owned treatment works facility located at 7400 East Willow Street, Long Beach, California, which is within County Sanitation Districts of Los Angeles County District 19. The Facility was regulated under Order No. R4-2015-0123, which became effective on August 1, 2015, for discharging tertiary treated wastewater to Coyote Creek, a water of the United States.² Order No. R4-2015-0123, section III.B. prohibits the bypass or overflow of untreated wastewater or wastes to surface waters or surface water drainage courses except as allowed under certain Standard Provisions, which were not met in this case.

Pursuant to Water Code section 13385, subdivision (a)(2), any person who violates an NPDES permit is subject to administrative civil liability pursuant to Water Code section 13385, subdivision (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.

Violation: Discharge of Untreated Wastewater to the Los Cerritos Channel

On Friday, December 25, 2020, at approximately 9:02 p.m., a motorist discovered a sanitary sewer system manhole overflowing at the intersection of East Willow Street and North Studebaker Road in the City of Long Beach. The Long Beach Fire Department responded to the scene at approximately 9:10 p.m. and observed wastewater flowing from Joint Outfall "A" at Manhole A 0280. At approximately 9:19 p.m., Long Beach Fire Department staff saw wastewater flowing from Joint Outfall "C" at Manhole C 0331A, about 290 feet north of Manhole A 0280. Long Beach Water Department staff arrived at the overflow site at approximately 9:25 p.m., confirmed the overflow was from the Discharger's force main sewer and subsequently notified the Discharger of the overflow

² Order No. R4-2015-0123 was renewed by Order No. R4-2022-0032, which become effective on April 1, 2022.

at 9:42 p.m.. The Discharger's staff arrived at the overflow site at 10:01 p.m., and immediately began troubleshooting the cause of the overflow. The SSO ceased at approximately 11:01 p.m.. The overflow from these locations travelled via street gutters into catch basins that discharge to storm drains that flow directly into the Los Cerritos Channel.

The Discharger reported the incident to the California Governor's Office of Emergency Services (Cal OES) on December 26, 2020, at 12:12 a.m.; reporting an initial spill amount was reported of 50,000 gallons.³ The Cal OES report indicated the incident was due to lost power at the Facility, causing the release upstream of the Facility. The final certified SSO report uploaded into California Integrated Water Quality System Project (CIWQS) (Spill ID 871320) indicated that 222,542 gallons of untreated wastewater reached the storm drain that flows to Los Cerritos Channel.

The Discharger also reported 30 gallons of wastewater ponding at Manholes C 0507 and C 0508 , and an additional 40 gallons of wastewater spilled between 11:54 p.m. and 12:02 a.m. from Manhole A 0 280; these 70 gallons were captured and returned to the sewer. Additionally, Manholes A 0420 and A 0421 discharged approximately 1,194 gallons of wastewater to land. Wastewater leakages from these locations did not reach surface water; rather, it infiltrated into the soil and was not captured. Depth to groundwater is approximately 20 feet below ground surface as reported at a site to the northwest and another site to the southeast, both less than a mile away.⁴

The Discharger reported the overflow was caused by a malfunction of a switchboard process logic controller (PLC) in the control system at the Facility. Three electrical breakers tripped within the switchgear and cut power to multiple process equipment within the Facility, including the influent pump station, Supervisory Control and Data Acquisition (SCADA) control and communication systems, and phone systems. Due to the simultaneous loss of all automated controls, the influent pump was operated at full speed in a manual on-off operation mode. At the time of the incident, Facility operators believed the manual operation of the influent pump would be sufficient to keep pace with the influent flow; however, without the SCADA system available to provide data on the level of the wastewater in the wet well, the pumping rate using the one influent pump proved insufficient and resulted in influent wastewater backing-up and being discharged through manholes upstream of the Facility.

On February 3, 2022, the Los Angeles Water Board issued a Notice of Violation to the Discharger for violating the terms and requirements of Order No. R4-2015-0123 that resulted in the unauthorized discharge.

³ Hazardous Materials Spill Report Cal OES Control #20-7111.

⁴ See

https://documents.geotracker.waterboards.ca.gov/esi/uploads/geo_bore/1594366252/T0603701897.PDF
and

https://documents.geotracker.waterboards.ca.gov/esi/uploads/geo_bore/8330117285/SL0605955432.PDF
E.

Step 1. Actual or Potential for Harm for Discharge Violations

The first step for discharge violations is to determine the actual or potential harm to the water body's beneficial uses by using a three-factor scoring system. Because actual harm is not always quantifiable, potential harm may be used for this factor.

Factor 1: The Degree of Toxicity of the Discharge: 3

The degree of toxicity considers the physical, chemical, biological, and/or thermal characteristics of the discharge, and the risk of damage the discharge could cause to receptors or beneficial uses. A score between 0 and 4 is assigned. The risks or threats untreated wastewater posed to potential receptors and beneficial uses of the receiving water for the alleged violation were above moderate. Therefore, the degree of toxicity score is **3** (Above Moderate). "Above Moderate" is assigned when the physical, biological, and/or chemical characteristics of the discharged material exceeds known risk factors and/or there is a substantial threat to potential receptors.

The physical characteristics of untreated wastewater include solids that may settle or stay in suspension in the receiving water, affecting aquatic wildlife through ingestion and impacting aesthetic uses throughout the water column; oil and grease may also be present in untreated wastewater and float on the receiving water surface, causing aesthetic impacts.⁵

Biologically, untreated wastewater may contain high levels of pathogenic microorganisms (such as *Campylobacter*, *E. coli*, *Salmonella*, *Shigella*, *Vibrio Cholerae* and *Yersinia*) that are harmful to human health through direct contact, ingestions, or via foodborne pathways such as fish consumption. Organic materials such as feces, urine, hair, and food waste that are typical pollutants of concern for untreated wastewater can also deplete dissolved oxygen levels in the receiving water, adversely affecting aquatic organisms and wildlife. Excess nutrients in the forms of nitrogen and phosphorus that may be present in untreated wastewater can cause nutrient over-enrichment in the receiving water. The over-enrichment can result in rapid growth of algae and nuisance plants as well as eutrophic conditions that can lead to oxygen depletion, negatively affecting plant and aquatic life.⁶

Chemically, untreated wastewater typically contains ammonia and toxic pollutants (such as metals, hydrocarbons, and synthetic organics) from industrial wastewater sources, both of which can cause environmental problems related to both chronic and acute toxicity to aquatic life.⁷

While many industrial pollutants present in untreated wastewater may not be completely removed by treatment methods commonly employed at wastewater treatment plants, overflows eliminate the possibility of any treatment of the wastewater

⁵ [Report to Congress on Impacts and Control of Combined Sewer Overflows and Sanitary Sewer Overflows \(epa.gov\)](#).

⁶ *Ibid.*

⁷ *Ibid.*

prior to its discharge to surface water, thereby significantly increasing the loadings of toxic pollutants to the receiving water and posing greater threats to its beneficial uses.⁸

Given the facts above, the discharge of untreated wastewater posed an above-moderate risk or a direct threat to potential human or aquatic receptors. These considerations therefore warrant a score of **3 (Above Moderate)**.

Factor 2: Actual Harm or Potential Harm to Beneficial Uses: 3

This factor considers the actual harm or potential harm to beneficial uses that may result from exposure to the pollutants or contaminants in the discharge. A score between 0 and 5 is assigned.

The actual or potential harm to beneficial uses is **Moderate (3)** for the violation. "Moderate" is assigned when impacts are observed or reasonably expected but harm or potential harm to beneficial uses is moderate and likely to attenuate without appreciable medium or long term acute or chronic effects.

The Los Cerritos Channel, where the discharge of untreated wastewater occurred, is located within the Los Cerritos Channel Watershed. The Channel is concrete lined above the tidal prism and drains a relatively small area of east Long Beach, albeit a densely urbanized one. The Channel's tidal prism starts at Anaheim Road and connects with Alamitos Bay through Marine Stadium; the Los Cerritos Wetlands connect to the Channel a short distance from the lower end of the Channel.⁹

The potential (P), existing (E), and intermittent (I) beneficial uses designated in the *Water Quality Control Plan for the Los Angeles Region* (Basin Plan) for the Los Cerritos Channel Watershed and downstream waterbodies include:

- Los Cerritos Channel (above Anaheim Road) – municipal and domestic supply (P), wildlife habitat (E) and a warm freshwater habitat (I), water contact recreation (P), and non-contact water recreation (I).
- Los Cerritos Channel Estuary (below Anaheim Road) – industrial service supply (E), navigation (E), commercial and sportfishing (E), estuarine habitat (E), marine habitat (E), wildlife habitat (E), rare, threatened, or endangered species (E), migration of aquatic organisms (E), spawning, reproduction, and/or early development (E), shellfish harvesting (E), water contact recreation (E), and non-contact water recreation (E).
- Los Cerritos Wetlands – navigation (E), commercial and sportfishing (E), estuarine habitat (E), wildlife habitat (E), rare, threatened, or endangered species (E), migration of aquatic organisms (P), spawning, reproduction, and/or early development (P), shellfish harvesting (E), wetland habitat (E), water contact recreation (E), and non-contact water recreation (E).

⁸ *Ibid.*

⁹ See [LOS CERRITOS CHANNEL AND ALAMITOS BAY WMA \(ca.gov\)](#).

- Marine Stadium – commercial and sportfishing (E), marine habitat (E), rare, threatened, or endangered species (E), shellfish harvesting (E), water contact recreation (P), and non-contact water recreation (E).
- Long Beach Marina – navigation (E), commercial and sportfishing (E), marine habitat (E), rare, threatened, or endangered species (E), spawning, reproduction, and/or early development (P), shellfish harvesting (E), water contact recreation (E), and non-contact water recreation (E).
- Alamitos Bay – industrial service supply (E), navigation (E), commercial and sportfishing (E), estuarine habitat (E), marine habitat (E), wildlife habitat (E), rare, threatened, or endangered species (E), shellfish harvesting (E), wetland habitat (E), water contact recreation (E), and non-contact water recreation (E)
- Long Beach Shoreline – navigation (E), commercial and sportfishing (E), marine habitat (E), wildlife habitat (E), migration of aquatic organisms (E), spawning, reproduction, and/or early development (E), shellfish harvesting (E), water contact recreation (E), and non-contact water recreation (E).

As a result of the SSO, multiple Long Beach City beaches were closed by the local health department on December 26, 2020; a City of Long Beach press release issued on December 26, 2020 noted that the temporary closure was issued as required when spills occur, out of an abundance of caution, until the water quality meets State requirements. Subsequently on December 28, 2020, the local health department issued a rain advisory for the same beaches urging the avoidance of recreational swimming areas for three days following the end of a rainstorm. Note, a rain advisory does not result in a beach closure. The beaches reopened on January 11, 2021.

The Discharger took grab samples and monitored water quality as required by Order No. R4-2015-0123, section VI.C.6.b. from December 26, 2020 through December 28, 2020 at 12 locations including upstream at the Los Cerritos Channel (as background); the source (at manhole MH C 0331A); downstream at the Los Cerritos Channel and Estuary, Marine Stadium, Alamitos Bay, and Long Beach Shoreline; and other independent locations to represent other potential sources of bacteria and ammonia into the waterbody, independent of the spill. The first two days of sampling occurred during dry-weather, and there was a rain event on December 28, 2020.

Based on the sampling results, only the immediate downstream sampling location near Anaheim Road (Location 3) resulted in elevated bacteria level on December 26, 2020. None of the downstream samples collected on December 27, 2020 had elevated or higher than background bacterial level, suggesting no lingering impacts from the SSO event and a return to background conditions. Samples collected on December 28, 2020 yielded wet-weather sample results typical of stormwater runoff, with elevated ammonia and bacterial concentrations greater than the results. The SSO resulted in the beach closure from at least December 26-27, 2020. However, these sampling results suggests the limited and moderate impact to the downstream receiving water observed on the day of the spill was likely attenuated by the following day, and the December 28, 2020 rain event resulted in elevated bacterial

concentrations that led to the extended beach closure and was likely not attributable to the SSO.

Solids and organic materials, ammonia, and excessive nutrients are potentially harmful to habitat-related beneficial uses such as wildlife habitat, warm freshwater habitat, migration of aquatic organisms; spawning, reproduction, and/or early development; and rare threatened or endangered species due to solids deposition, oxygen depletion, and toxicity. Pathogenic organisms harmful to human health (such as Campylobacter, Salmonella, Shigella, Vibrio Cholera, and Yersinia) are potentially harmful to municipal and domestic supply; groundwater recharge; water contact recreation; non-contact recreation; and commercial sport fishing due to direct contact with or ingestion of impacted waters, or indirect contact via foodborne pathways such as fish consumption. Oil, grease, or floatable or suspended materials potentially harm non-contact water recreation due to aesthetic impacts.¹⁰

There are reasonably expected potential impacts to beneficial uses in the Los Cerritos Channel Watershed and downstream waterbodies. However, such impacts are likely to attenuate without appreciable medium or long term acute or chronic effects, and therefore the actual harm or potential harm to beneficial uses score is **3 (Moderate)**.

Factor 3: Susceptibility to Cleanup or Abatement: 1

A score of 0 is assigned if the discharger cleans up 50 percent or more of the discharge within a reasonable time, while a score of 1 is assigned if less than 50 percent of the discharge is susceptible to clean up, or if 50 percent of the discharge is susceptible to cleanup or abatement, but the discharger failed to clean up 50 percent or more of the discharge within a reasonable time. For this case, the Discharger reported that none of the 222,542 gallons spilled to the storm drains that lead to the storm catch basins before flowing to Los Cerritos Channel were recovered. Less than 50 percent of the discharge was cleaned up. Therefore, a score of **1** was assigned for this factor.

Final Score – Potential for Harm: 7

The scores for the three above factors are added, resulting in a Potential for Harm score of 7. This score is then used in Step 2.

Step 2. Assessment for Discharge Violations

This step addresses administrative civil liabilities for the violation based on both a per-gallon and per-day basis.

1. Per Gallon Assessment: **\$363,329**

¹⁰ [Report to Congress on Impacts and Control of Combined Sewer Overflows and Sanitary Sewer Overflows \(epa.gov\)](#).

When there is a discharge, the Los Angeles Water Board determines an initial liability amount on a per-gallon basis using the Potential for Harm score and the Extent of Deviation from Requirement.

a. Deviation from Requirement: Major

This factor reflects the extent the alleged violation deviates from the specific requirement at issue, and is expressed as either minor, moderate, or major. A factor of "major" is assigned when the requirement has been rendered ineffective (e.g., the requirement was rendered ineffective in its essential functions.)

The Deviation from Requirement for the alleged violation is Major. The SSO resulted in untreated wastewater entering the surface water drainage course to the Los Cerritos Channel violating Order No. R4-2015-0123, Prohibition III.B. and rendering the permit requirement ineffective in its essential function of protecting water quality. Thus, the violation represents a major Deviation from Requirement.

b. Per Gallon Factor: 0.41

As determined in Step 1, the Potential for Harm factor for the alleged violation is 7. Therefore, the Per Gallon Factor is **0.41** in accordance with Table 1 of the Enforcement Policy.

c. Gallons Discharged to Surface Waters: 222,542 gallons

The discharge consisted of 222,542 gallons of untreated wastewater that reached surface waters.

Water Code section 13385, subdivision (c) provides that a civil liability of up to \$10 per gallon may be applied administratively by the Los Angeles Water Board to volumes of waste discharged but not cleaned up in excess of 1,000 gallons (i.e., the first 1,000 gallons is not included). For this violation, the civil liability is based on 222,542 gallons minus 1,000 gallons, or 221,542 gallons. The Enforcement Policy allows for discharges that exceed 100,000 gallons to use a value between \$2 to \$10 per gallon the penalty calculation instead of the statutory maximum of \$10/gallon. In this case, the Prosecution Team elected to use \$4 per gallon in accordance with the Enforcement Policy. This reduction does not result in an inappropriately small liability.

d. Per Gallon Assessment: \$4 per gallon x (222,542 - 1,000) gallons x 0.41 per gallon factor = **\$363,329**

2. Per Day Assessment: **\$4,100**

When there is a discharge, the Los Angeles Water Board determines an initial liability amount on a per-day basis using the Potential for Harm score and the Extent of Deviation from Requirement.

- a. Deviation from Requirement: Major
- b. Per Day Factor: 0.41

As determined in Step 1, the Potential for Harm factor for the alleged violation is 7. Therefore, the Per Day Factor is **0.41** in accordance with Table 2 of the Enforcement Policy.

- c. Days of Violation: 1

The violation occurred on December 25, 2020.

- d. Per Day Assessment: $\$10,000/\text{day} \times 1 \text{ day} \times 0.41 \text{ per day factor} = \mathbf{\$4,100}$

- 3. Initial Liability Amount: **\$367,429**

The Per Gallon Assessment and Per Day Assessment are added together to become the initial liability amount for the violation. Initial Liability Amount: $\$363,329 + \$4,100 = \mathbf{\$367,429}$

Step 3. Per Day Assessment for Non-Discharge Violations

Not applicable for the alleged violation (discharge violation alleged).

Step 4. Adjustment Factors

The Enforcement Policy states that three additional factors must be considered for potential modification of the liability amount: (a) the Discharger's degree of culpability, (b) the Discharger's prior history of violations, and (c) the Discharger's voluntary efforts to cleanup, or its cooperation with regulatory authorities after the violation.

Degree of Culpability: 1.1

The Enforcement Policy states that higher liabilities should result from intentional or negligent violations as opposed to accidental violations. The culpability multiplier ranges between 0.5 and 1.5, with a higher multiplier for intentional misconduct or gross negligence.

The overflow was caused by a malfunction of a switchboard PLC in the control system at the Facility. On December 25, 2020 at approximately 6:26 p.m., three electrical breakers tripped within the switchgear and cut power to multiple process equipment within the Facility, including the influent pump station, SCADA control and communication systems, and phone systems. Facility operators arrived at the Facility at approximately 6:50 p.m. Half of the station maintained power, allowing one influent

pump to remain in use, which was capable of handling the plant's full flow. Since the controls had lost power, Influent Pump No. 3 was placed into local bypass mode that allowed manual control operation at the default full-speed flow in on/off operation. Facility operators believed that manual operation of the influent pump was keeping pace with the influent flow. However, without the benefit of the level control through the SCADA system, the pumping rate was ultimately insufficient leading to the influent sewers backing up and eventually overflowing.

The Discharger's contingency plan prior to this overflow involved providing hydraulic relief to the Facility by automatically opening a sewer diversion gate valve at the Clark and Atherton Diversion Structure upon receipt of a high-level alarm in the wet well from the Facility's Influent Pump Station. However, due to the loss of SCADA, a high-level alarm was not sent, and diversion of flow did not occur. Operators also had difficulty contacting the Discharger's Central Alarm Center (CAC) due to spotty cellular phone coverage and the loss of telecommunications within the Facility. Had the Discharger had procedures in place to manually measure the level of the wet well during loss of power/influent wet well level sensor failure or contacting the CAC, the overflow may have been prevented or significantly reduced in size.

At approximately 10:20 p.m., operators established phone communication with the CAC and wastewater was diverted to the Joint Water Pollution Control Plant in the City of Carson for treatment, reducing flow to the Facility by approximately 57%. Staff worked through the night to restore full power to the influent pump station and the SCADA control and communication systems.

The Discharger later determined that the cause of the partial loss of power and communication at the Facility was due to the malfunction of a Caterpillar – Intelligent Switchgear Organization (CAT-ISO) switchboard process logic controller backplane. The manufacturer assessed the system and identified the backplane input/output module of the Modicon PLC in the switchgear as the likely point of failure but was not able to identify a cause of failure or any measures to predict and/or prevent the failure. The Modicon PLC was installed in 2012 and although this particular model has been discontinued by the manufacturer, Schneider Electric, the end-of-service date for this model according to their website is May 2023. The failed equipment was within the manufacturer's set lifespan.

The communications between the Facility Operators and CAC were exacerbated by the loss of the digital phone system and spotty cellular phone connection during the event.

Given the above factors, a multiplier of **1.1** is assigned for this violation.

History of Violations: 1.0

The Enforcement Policy recommends a neutral multiplier of 1.0 where the Discharger has no prior history of violations. Where the Discharger has prior violations within the last five years, the Enforcement Policy recommends a multiplier of 1.1. Where the Discharger has a history of similar or numerous dissimilar prosecuted violations, the Enforcement Policy recommends that a multiplier above 1.1 should be considered.

The Facility does not have a known history of similar violations.¹¹ Therefore, a multiplier of **1.0** is assigned for this violation.

Cleanup and Cooperation: 1.1

This factor reflects the extent to which the discharger voluntarily cooperates 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.

The Discharger was notified of the spill at approximately 9:42 p.m. and staff arrived at the overflow location at MH A 0280 at approximately 10:01 p.m. The Discharger's primary responder confirmed that an SSO involving the Discharger's facilities was in progress and notified the CAC, which made notification to the Discharger's supervisory personnel who dispatched equipment, vehicles, and crews to the scene to assist with overflow relief, containment, and clean-up activities. The Sewer Maintenance Supervisor arrived at approximately 10:42 p.m. and began assessing emergency response plans. The spill stopped at 11:01 p.m. The Discharger's staff arrived with emergency response equipment at approximately 11:52 p.m.

The majority of the spilled wastewater entered the Los Cerritos Channel located 0.5 miles from the spill location, except for a relatively small amount of residual wastewater that had ponded in the street and storm drains and an additional amount that spilled to land between 11:54 p.m. and 12:02 a.m. Eighteen of the Discharger's staff worked through the night to clean and flush the impacted street areas. Approximately 10,000 gallons of potable water were used to clean and flush, with all wash water captured and returned to the sewer system. Clean up of the impacted street areas was completed at approximately 9:00 a.m. on December 26, 2020. Upon completion of the street cleanup, the Discharger's staff began work to flush the impacted storm drains starting with setup of containment in the Los Cerritos Channel, north of East Stearns Street, using sandbags and plastic sheeting to capture all storm drain flush water. On December 26, 2020, at approximately 12:50 p.m., the Discharger's staff completed setup of the containment and proceeded to flush the storm drains with approximately 14,000 gallons of potable water. All flush water was

¹¹ This settlement was negotiated concurrently with Order No. R4-2023-0088, which resolves 14 SSOs from January 25, 2018 – September 6, 2022. Therefore, the SSOs referenced in Order No. R4-2023-0088 were not considered under the History of Violations factor in this case. Note, none of the SSOs referenced in Order No. R4-2023-0088 occurred at the Facility.

captured downstream at the containment area and returned to the sewer system. All cleanup activities were completed at approximately 4:30 p.m. on December 26, 2020.

Since then, the switchgear system has been reconfigured to prevent a reoccurrence. The failed component was eliminated while maintaining the functionality of the system. The entire automated switchgear system and associated PLCs are being replaced as part of an ongoing Facility Power Distribution System Upgrade project, which was advertised prior to the overflow and is currently under construction. The failed Modicon PLC will not be upgraded because the upgraded system does not require it.

The Discharger has also implemented procedures for the manual measurement of wet well levels (during loss of power/influent wet well level sensor failure) so that Facility operators would know when to operate the pump in local bypass so as not to exceed the wet well elevation corresponding to the low manhole overflow elevation in the upstream collection system.

Additional communication protocols between the plant operators, the CAC, and collection system staff have been implemented to improve emergency response communication and more effective coordination of activities between these groups. An analog phone connection was installed that will allow plant staff to contact the CAC in the event of loss of other telecommunications.

The Discharger has also implemented additional automated controls at the Clark and Atherton Diversion Structure, so that during loss of telecommunications/SCADA at the Facility, the sewer diversion gate valve will automatically open and divert wastewater to the Discharger's Joint Water Pollution Control Plant. The newly programmed automated controls have been tested and are in operation, and now will immediately divert over 50% of the wastewater away from the plant on a loss of telecommunications/SCADA.

Therefore, a multiplier of **1.1** is assigned for this violation.

Step 5. Total Base Liability: \$444,589

The Total Base Liability Amount is determined by multiplying the following: the Initial Liability Amount, the degree of culpability factor, the history of violations factor, and the cleanup and cooperation factor.

Total Base Liability Amount = \$367,429 x 1.1 x 1.0 x 1.1 = \$444,589

Step 6. Ability to Pay and Ability to Continue Business

The Water Code and Enforcement Policy requires the Water Boards to consider a discharger's ability to pay and continue in business when imposing administrative civil liabilities. In this matter, the Discharger is an ongoing public entity with the ability to raise revenue to satisfy the proposed liability through the imposition of fees and taxes. In addition, a review of the Los Angeles County Sanitation Districts' 2022 Annual Comprehensive Financial Report shows that the Discharger has a net position of over

\$1.9 billion; as of April 30, 2023, the Discharger has \$466 million in total cash and investments. Based on publicly available information, the Discharger has the ability to pay and continue in business.

Step 7. Economic Benefit

The Enforcement Policy states that the economic benefit of noncompliance should be calculated using the United States Environmental Protection Agency's (US EPA) Economic Benefit Model (BEN) liability and financial modeling program. For this case, the total economic benefit of non-compliance was calculated using BEN Version 2021.0.0. Using standard economic principles such as the time-value of money and tax deductibility of compliance costs, BEN calculates a discharger's economic benefit derived from delaying¹² or avoiding¹³ compliance with environmental statutes.

Here, the Discharger realized an economic gain by not expending the resources earlier to complete the electrical upgrade. Using the BEN model, the economic benefit for the delayed costs of not timely completing the electrical upgrade is \$34,710.

Step 8. Other Factors as Justice may Require

The Enforcement Policy allows for the costs of investigation and enforcement to be considered under other factors as justice may require. To date, the Los Angeles Water Board Prosecution Team has incurred \$9,996 in staff costs associated with the investigation. This represents 81.75 hours of staff time devoted to this matter. No attorneys' fees are included in this calculation. The Los Angeles Water Board Prosecution Team finds that is appropriate to increase the Total Base Liability Amount by \$9,996 in consideration of investigation and enforcement costs incurred in prosecuting this matter. Increasing the Total Base Liability Amount in this matter serves to create a more appropriate deterrent against future violations.

Step 9. Maximum and Minimum Liability Amounts

Maximum Liability Amount: \$2,225,420

The maximum liability is found in Water Code section 13385, subdivision (c) and is \$10,000 per day of violation plus \$10 per gallon multiplied by the number of gallons discharged but not cleaned up over 1,000 gallons. The statutory maximum is \$2,225,420.

Minimum Liability Amount: \$38,181

Water Code section 13385, subdivision (e) requires that, at a minimum, the economic benefit derived from the violations be recovered. The statutory minimum liability is equal to the economic benefit of \$34,710. The Enforcement Policy requires the Water

¹² Delayed costs include expenditures that should have been made sooner.

¹³ Avoided costs include expenditures for services that the permittee should have incurred to avoid the incident of noncompliance, such as additional staffing and preventative maintenance.

Boards to recover 10% greater than the economic benefit. Therefore, the minimum under the Enforcement Policy is \$38,181.

Step 10. Final Liability Amount: \$454,585

The Final Liability Amount consists of the amount for the alleged violation, with any allowed adjustments, provided that amounts are within the minimum and maximum amounts. The Total Base Liability Amount was added to the investigation and enforcement costs accrued by the Los Angeles Water Board Prosecution Team. The Final Liability Amount is \$454,585, which is within the minimum and maximum liability amounts.¹⁴

¹⁴ As explained in Stipulated Order, section II, paragraphs 15 and 17, the administrative civil liability was reduced to \$410,126 under Enforcement Policy, section VI.B. (Settlement Considerations) in consideration of hearing and/or litigation risk.

ATTACHMENT B

**TREEPEOPLE'S LOWER LOS ANGELES RIVER
TREE PLANTING PROJECT IN SELA
SUPPLEMENTAL ENVIRONMENTAL PROJECT PROPOSAL**

ORDER NO. R4-2024-0149

FOR

**LOS ANGELES COUNTY SANITATION DISTRICTS' JOINT OUTFALL SYSTEM
LONG BEACH WATER RECLAMATION PLANT
LOS ANGELES COUNTY**



LA Community Water Justice Grants Program

PROJECT PROPOSAL UPDATE

Applicant: *TreePeople*
Contact: *David Pineda, Operations and Grants Manager*
(626) 617-5471 / grants@treepeople.org
Project Title: Lower Los Angeles River Tree Planting Project in SELA
Amount requested: \$400,130
Project duration: 2 years

Project Description:

Historical redlining and discriminatory development practices have long impacted disadvantaged communities in the Los Angeles region, allowing decades of unchecked industrial development and under-regulated land use practices. A primary example of this history can be seen firsthand in the Lower Los Angeles River region, where the river and its nearby residents have been subject to significant industrial pollution. As an accessible, efficient, urban conservation strategy, TreePeople seeks to address these environmental justice impacts through tree canopy equity, which serves as a direct intervention to capture groundwater, reduce runoff, improve water quality, sequester carbon, mitigate extreme urban heat, and improve community green space.

TreePeople will implement an urban greening project impacting cities most affected by industrial pollution effects, including Huntington Park, Lynwood, Commerce, Cudahy, South Gate, Bell Gardens, Bell, Maywood, Vernon, and/or Paramount. This project will improve communities along the LA River watershed, by planting 300 shade trees in public spaces, along with the distribution of an additional 500 no-cost take-home trees for residents to plant on private parcels. All public trees planted will be within 3 miles of the Los Angeles River, promoting direct benefit to the watershed.

1. Communities served:

TreePeople planting and distribution activities will take place within the municipalities of Huntington Park, Lynwood, Commerce, Cudahy, South Gate, Bell Gardens, Bell, Maywood, Vernon, and/or Paramount. The TreePeople approach to community forestry includes a robust, on-the-ground effort to identify suitable planting sites through direct canvassing, to ensure community buy-in for each tree. Finalized tree planting at project locations will be completed in coordination with each city's public works department, receiving approval from the adjacent resident or business owner.

General community characteristics for these South and Southeast Los Angeles cities include: 1) US Census median household income of approximately \$51,000 to \$61,000 – far below the state average of \$84,000; 2) a poverty rate of 15% to 30% – well above the state average of 12%; 3) majority 83% to 97% Latino ethnicity; 4) 89% of K-12 school students eligible for free or reduced-price lunch; 5) tree canopy cover in the region at 10% – far below the LA County average of 18%; and 6) 93rd to 99th percentile ranking for pollution burden in the region, per the state's CalEnviroScreen 4.0 mapping tool – resulting in disadvantaged community designation, due to significant environmental health hazards.



2. Community partners:

TreePeople will partner with the aforementioned South and Southeast Los Angeles-area city government agencies along the Los Angeles River. TreePeople has already established close working relationships with these municipalities, based on past urban forestry and environmental initiatives that will be leveraged for this project. These partnerships will be crucial in coordinating tree planting logistics, including suitable sites, planting approval, and long-term tree care. The basis for this planting strategy will be guided by each municipality's tree inventory data.

Additionally, TreePeople will seek partnership from local residents, community-based organizations, businesses, and public schools, to identify areas of need and support for tree planting and care activities. In these projects, the TreePeople urban greening strategy starts with a comprehensive, equity-based, and community-centered methodology. At all public planting sites, we take a listen-first approach to advance our partnership within each community, identify their priorities, and promote participation throughout the greening project and beyond. We then develop a greening plan to ensure investment in tree planting is conducted equitably and effectively, to maximize both environmental and community benefits. These are established by overlaying mapping data that includes: Community input, environmental stressors, and existing tree canopy, to help identify priority neighborhoods, open space corridors, and watershed-specific target locations. TreePeople then creates a tailored plant species palette – based on a “right tree, right place” assessment model for species adaptations at suitable public planting sites, benefits the community has identified, cultural significance, and climate resiliency – in this case focused on groundwater infiltration rates.

In each TreePeople project neighborhood, our community organizing and forestry teams work hard to engage families, grassroots organizations, local businesses, and conservation stakeholders as partners, to maximize community support. Volunteer planting events for public trees will also be complemented by take-home tree distributions of smaller, climate-appropriate fruit or shade trees for residents, which are provided at no cost. TreePeople provides in-person and take-home instructions (in English and Spanish) for these residential trees, both furthering the environmental and public health benefits of expanded tree canopy, groundwater sequestration, and urban heat reduction. The long-term goal of this intensive engagement strategy is to mobilize residents to take ownership of their local neighborhood environment, both during our greening projects, and in the long-term care period to follow. We accomplish this high level of engagement through door-to-door canvassing, volunteer trainings and workshops, education resources at external community events, collaborations with non-traditional partners, and fun family activities to promote participation.

3. Milestones:

TreePeople project deliverables in this proposal have been expanded to accelerate urban tree equity, climate resiliency benefits, and sustainability, for disadvantaged communities of the Greater Los Angeles area. Our strategy is to contribute meaningfully toward tree canopy expansion, including the following:

1. Planting 300 climate-appropriate shade trees in public spaces.
 - This deliverable includes:



- a) tree planting methods following International Society of Arboriculture standards;
 - b) full maintenance tree care including mulch, staking, supplemental hand watering during high heat, and seasonal pruning as needed; and
 - c) impact data monitoring staff visits in the field, with a minimum 90% tree survival rate (any failed trees will be replaced).
2. Distributing 500 no-cost take-home fruit and shade trees to community residents.
- This deliverable includes:
 - a) TreePeople in-house nursery costs for tree propagation or supplemental acquisition if needed;
 - b) tree transportation and event support to implement coordinated, safe public distribution events that empower and inform residents; and
 - c) staff time in tree care workshop presentations that instruct on best planting methods, advise on parcel-specific planting locations using satellite images, and collect resident contacts and pledge forms to track take-home tree impact data.
3. Engaging 750 community members and/or volunteers.
- This deliverable includes:
 - a) staff hours in resident outreach and volunteer recruitment at door-to-door canvassing, tabling at community events, and workshops with nonprofit partners;
 - b) staff hours in volunteer training workshops on safety, planting, and tree care;
 - c) staff hours in data entry for volunteer contact information, photo and safety forms, and event coordination of follow up tree care visits in the project area.

Implementation activities and maintenance cycles will be managed through TreePeople’s GIS workflow software, used by staff to record data on every tree planted. To measure community engagement, TreePeople utilizes a relational database (Salesforce) to record and store all program data, such as attendance at workshops and educational events, and contact and training records for volunteers. Related documentation includes community responses received, volunteer recruitment, attendance sign-ins, event photos, and residential take-home tree care pledge forms.

Landscape monitoring will be performed at follow-up maintenance visits, with calculations performed using the US Forest Service program i-Tree, to estimate project benefits including carbon sequestration, heat offset, and groundwater recharge. In alignment with our mission, “to share our process as a model for the world,” TreePeople makes summary impact data available to funders and partners as part of regular milestone reporting, also examining connectivity needs to reveal future ongoing greening sites. With the exception of volunteer’s personal information, this information can be made available to the Regional Board upon request.

4. Budget:

This funding will allow TreePeople to implement vital urban tree equity planting at communities most in need, including robust volunteer organizing, residential take-home tree distributions, comprehensive urban greening installation, and establishment tree care.



Task	Budget Item	Rate	Unit	Quantity	Cost
Planning and Project Management					
	<i>Director of Community Forestry</i>	\$78.00	hour	375	\$29,250
	<i>Operations Manager</i>	\$62.00	hour	100	\$6,200
	<i>Manager of Community Forestry</i>	\$43.75	hour	300	\$13,125
	<i>Senior Manager of Organizing</i>	\$43.75	hour	150	\$6,562.50
	<i>Staff Accountant</i>	\$25.00	hour	192	\$4,800
	<i>Computer laptop</i>	\$2,500.00	unit	1	\$2,500
				TOTAL	\$62,437.50
Community Outreach Activities					
	<i>Senior Manager of Organizing</i>	\$43.75	hour	540	\$23,625
	<i>Community Organizer</i>	\$32.00	hour	1020	\$32,640
	<i>Mileage Reimbursement</i>	\$0.655	miles	400	\$262
	<i>Utility wagon</i>	\$150.00	unit	3	\$450
	<i>6 ft portable tables</i>	\$150.00	unit	6	\$900
	<i>Water igloo</i>	\$60.00	unit	4	\$240
				TOTAL	\$58,117
Tree Planting Activities					



	<i>Manager of Community Forestry</i>	\$43.75	hour	300	\$13,125
	<i>Community Forestry Coordinator</i>	\$32.00	hour	400	\$12,800
	<i>Community Forestry Coordinator</i>	\$32.00	hour	400	\$12,800
	<i>Vehicle Usage Flatbed Truck (Caltrans reimbursement rate)</i>	\$54.71	hour	160	\$8,753.60
	<i>Utility ties</i>	\$100.00	lump sum	1	\$100
	<i>Dollies (hand truck)</i>	\$250.00	unit	3	\$750
	<i>Slammers</i>	\$400.00	unit	5	\$2,000
	<i>Volunteer gloves</i>	\$10.00	unit	1000	\$10,000
	<i>Trees and related planting supplies (ties, stakes, etc.)</i>	\$120.00	tree	300	\$36,000
	<i>Vehicle mount</i>	\$40.00	unit	3	\$120
	<i>Tarps</i>	\$65.00	unit	11	\$715
				TOTAL	\$97,163.60
Tree Distribution Activities					
	<i>Senior Manager of Organizing</i>	\$43.75	hour	200	\$8,750
	<i>Community Organizer</i>	\$32.00	hour	200	\$6,400



	<i>Manager of Community Forestry</i>	\$43.75	hour	225	\$9,843.75
	<i>Community Forestry Coordinator</i>	\$32.00	hour	230	\$7,360
	<i>Community Forestry Coordinator</i>	\$32.00	hour	230	\$7,360
	<i>Vehicle Usage Flatbed Truck (Caltrans reimbursement rate)</i>	\$54.71	hour	40	\$2,188.40
	<i>Soil potting mix</i>	\$20.00	hour	20	\$400
	<i>Fruit trees</i>	\$60.00	tree	500	\$30,000
				TOTAL	\$72,302.15
Tree Care and Monitoring Activities					
	<i>Manager of Community Forestry</i>	\$43.75	hour	150	\$6,562.50
	<i>Community Forestry Coordinator</i>	\$32.00	hour	350	\$11,200
	<i>Community Forestry Coordinator</i>	\$32.00	hour	350	\$11,200
	<i>Vehicle Usage Watering Truck (Caltrans reimbursement rate)</i>	\$42.39	hour	72	\$3,052.08



	<i>Barrel containers</i>	\$50.00	unit	3	\$150
	<i>Hand pruners</i>	\$40.00	unit	19	\$760
	<i>Loppers</i>	\$35.00	unit	2	\$70
	<i>Hand saws</i>	\$30.00	unit	20	\$600
	<i>Watering hoses (key, hose, valve, adapter)</i>	\$1,060.00	unit	3	\$3,180
	<i>Weeder hand tool</i>	\$30.00	unit	20	\$600
				TOTAL	\$37,374.58

Subtotal:	\$327,394.83
*Overhead (10%):	\$32,735.17
TreePeople Project Budget	\$360,130.00

***Overhead expenses include administrative, accounting, and information technology personnel costs, rent, utilities, and general office expenses such as software and telephone. For reference, TreePeople has a federally approved Indirect Cost Rate of 41.8%.**



Timeline & Deliverables:

Timeline & Deliverables			
<u>Lower Los Angeles River Tree Planting Project in SELA</u>			
Milestone	Tasks	Deliverables	Budget Sub-total for Milestone
<p>25% Complete</p> <p>Completion Date: Month 6</p>	<ul style="list-style-type: none"> ● Planning internally and with public agencies. ● Community outreach activities. ● Conduct tree planting activities. 	<ul style="list-style-type: none"> ● Plant 100 public trees. ● Engage 250 residents and/or volunteers. ● Submit 25% completion report (narrative & financial). 	<p><i>\$50,130</i></p>
<p>50% Complete</p> <p>Completion Date: Month 18</p>	<ul style="list-style-type: none"> ● Planning with public agencies. ● Community outreach activities. ● Conduct tree 	<ul style="list-style-type: none"> ● Plant 100 public trees. ● Distribute 250 residential take-home trees. ● Engage 200 residents and/or volunteers. 	<p><i>\$120,000</i></p>

	<p>planting activities.</p> <ul style="list-style-type: none"> ● Conduct tree distribution events. 	<ul style="list-style-type: none"> ● Submit 50% completion report (narrative & financial). 	
<p>75% Complete</p> <p>Completion Date: Month 22</p>	<ul style="list-style-type: none"> ● Planning internally and with public agencies ● Community outreach activities. ● Conduct tree planting activities. ● Conduct tree distribution events. 	<ul style="list-style-type: none"> ● Plant 100 public trees. ● Distribute 250 residential take-home trees. ● Engage 300 residents and/or volunteers. ● Submit 75% completion report (narrative & financial). 	<p><i>\$105,000</i></p>
<p>100% Complete</p> <p>Completion Date: Month 24</p>	<ul style="list-style-type: none"> ● Share finalized tree data with public agencies 	<ul style="list-style-type: none"> ● Conduct tree care and monitoring to ensure all trees have survived. ● Submit 100% completion report 	<p><i>\$85,000</i></p>

	<ul style="list-style-type: none">• Conduct tree care and monitoring activities.	(narrative & financial).	
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Ongoing Tasks	<p><u>ORGANIZATION</u></p> <ol style="list-style-type: none"> 1. Short quarterly narrative periodic report to Rose Foundation (every 3 months) 2. Milestone Completion Report submitted via Rose grant system 3. Seasonal spring/fall tree planting and community engagement events, as scheduled based on neighborhood-specific feedback. <p><u>Rose Foundation:</u> Project administration, oversight and reporting to Regional Board:</p> <ol style="list-style-type: none"> 1. Rose shall forward all 3-month periodic reports to the Regional Board within 1 month of receipt from ORGANIZATION (i.e. – submit periodic report to Regional Board by April 30, July 31, Oct. 31, Jan 31 of each year in which the project is active). 2. Rose shall provide all milestone completion reports to the Regional Board as part of the June 1 and December 1 SEP Program reports required by the Regional Board SEP Policy. 3. Rose shall use <i>ORGANIZATION'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. 	\$40,000
Total Project	Project Total equals ORGANIZATION's costs to reach 100% completion, plus Rose Foundation project administration.	\$400,130

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