

LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD

**In the Matter of:
THE PORT OF LOS ANGELES**

**ORDER R4-2022-0003 (Proposed)
SETTLEMENT AGREEMENT AND
STIPULATION FOR ENTRY OF
ADMINISTRATIVE CIVIL LIABILITY
ORDER; ORDER (PROPOSED)**

I. Introduction

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

II. Recitals

2. The Discharger is the owner and operator of the New Dock Street Pump Station (Facility) located at New Dock Street/Pier S Avenue (formerly 151 Henry Ford Avenue), Terminal Island, California. The Facility discharges treated storm water and infiltrating groundwater to the Cerritos Channel, a water of the state and United States.
3. Discharges from the Facility were regulated by Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) permit, Order No. R4-2013-0108-A01, NPDES No. CA0064157, which became effective on April 1, 2017 and was set to expire on August 30, 2018.
4. Discharges from the Facility were also regulated by Time Schedule Order No. R4-2017-0046. Pursuant to Water Code section 13385, subdivision (j)(3), full compliance with the requirement of the Time Schedule Order, including interim effluent limitations, exempts the Discharger from mandatory minimum penalties (MMPs) only for violations of the final effluent limitations for bacteria from February 2, 2017 to August 30, 2018.
5. Order No. R4-2013-0108-A01 was administratively continued until the effective date of Order No. R4-2019-0054, which superseded Order No. R4-2013-0108-A01, except for enforcement purposes, on July 1, 2019.
6. Water Code section 13385, subdivisions (h) and (i) require assessment of mandatory penalties and state, in part, the following:

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

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

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

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

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

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

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

7. Water Code section 13385, subdivision (j) exempts certain violations from the mandatory minimum penalties, and states, in relevant part:

Subdivisions (h) and (i) do not apply to any of the following:

- 3) A violation of an effluent limitation where the waste discharge is in compliance with either a cease and desist order issued pursuant to Section 13301 or a time schedule order issued pursuant to Section 13300 or 13308 if all of the following requirements are met:
 - C) The regional board establishes a time schedule for bringing the waste discharge into compliance with the effluent limitation that is as short as possible....For the purposes of this subdivision, the time schedule may not exceed five years in length The interim requirements shall include both of the following:

- i) Effluent limitations for the pollutant or pollutants of concern.
 - ii) Actions and milestones leading to compliance with the effluent limitation.
8. Consistent with Water Code section 13385, subdivision (j)(3), Time Schedule Order No. R4-2017-0046 provides the Discharger protection from mandatory MMPs for bacteria only if the Discharger is in compliance with the interim effluent limits in Time Schedule Order No. R4-2017-0046.
9. As shown in Attachment A, herein incorporated by reference, the Discharger committed forty-six (46) serious Group II violations and forty-seven (47) non-serious violations of the effluent limitations contained in Order No. R4-2013-0108-A01 or Order No. R4-2019-0054 from February 2018 through August 2021. Attachment A considers the protections provided under Water Code section 13385, subdivision (j)(3) when the Discharger is in compliance with the interim effluent limits for bacteria contained in Time Schedule Order No. R4-2017-0046. The forty-six (46) serious Group II violations are subject to MMPs under Water Code section 13385, subdivision (h) because measured concentrations of Group II constituents exceeded effluent limitation violations by 20 percent or more. The forty-seven (47) non-serious violations are subject to MMPs under Water Code section 13385, subdivision (i)(1) because these violations were preceded by three or more effluent limit violations within a 180-day period.
10. The Parties have engaged in confidential settlement negotiations and agree to fully settle the violations alleged in this Stipulated Order without administrative or civil litigation and by presenting this Stipulation to the Regional Water Board, or its delegee, for adoption as an Order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.
11. 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 two hundred seventy-nine thousand dollars (\$279,000). 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:

12. **Jurisdiction:** The Parties agree that the Regional Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulation.

13. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability in the amount of **two hundred seventy-nine thousand dollars (\$279,000)** to resolve the violations specifically alleged in this Stipulated Order as follows:

- a. No later than 30 days after the Regional Water Board, or its delegee, signs this Order, the Discharger shall submit a check for **sixty thousand dollars (\$60,000)** to the State Water Board. The check shall be made payable to the "State Water Pollution Cleanup and Abatement Account," reference the Order number on page one of this Order, and be mailed to:

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

The Discharger shall provide a copy of the check via email to the State Water Board, Office of Enforcement (**Kailyn.Ellison@waterboards.ca.gov**) and the Regional Water Board (**Andrew.Choi@waterboards.ca.gov**).

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

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

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

Pursuant to the Director of OE's April 30, 2021 memorandum on approving disadvantaged community and environmental justice SEPs greater than 50 percent of the total adjusted monetary assessment (SEP Memo), more than 50 percent to the total adjusted monetary assessment

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may be dedicated to the SEPs because they are located in and/or benefit a disadvantaged community as shown in Attachments B, C, and D, herein incorporated by reference. The Prosecution Team provided written notification of the SEPs to the Director of OE and obtained approval for the SEPs to exceed 50 percent of administrative civil liability. Therefore, two hundred nineteen thousand dollars (\$219,000) of the administrative civil liability is directed to the SEPs identified in paragraph 13.c. below.

- c. The Parties agree that the remaining **two hundred nineteen thousand dollars (\$219,000)** (SEP Amount) of the administrative civil liability shall be paid to the Rose Foundation for Communities and the Environment (Rose Foundation) for implementation of three SEPs as follows:
- i. The Parties agree that **one hundred thousand dollars (\$100,000)** shall be paid to the Rose Foundation for implementation of the Los Angeles Waterkeeper's Watershed Outreach and Education Project SEP described in Attachment B.
 - ii. The Parties agree that **sixty-nine thousand dollars (\$69,000)** shall be paid to the Rose Foundation for implementation of the Del Amo Action Committee's Environmental Justice Education Program: Protecting Our Water through Stormwater Management SEP described in Attachment C.
 - iii. The Parties agree that **fifty thousand dollars (\$50,000)** shall be paid to the Rose Foundation for implementation of The 5 Gyres Institute's Trash Academy Season 3: Plastic and the LA River: Sources and Solutions SEP described in Attachment D.
 - iv. The Los Angeles Waterkeeper, the Del Amo Action Committee, and The 5 Gyres Institute shall be referred to as a SEP Implementing Party, respectively, and as SEP Implementing Parties, collectively.
 - v. No later than 30 days after the Regional Water Board, or its delegate, signs this Order, the Discharger shall submit a check for **two hundred nineteen thousand dollars (\$219,000)** 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: Tim Little
201 4th Street, Suite 102
Oakland, California 94607

The Discharger shall provide a copy of the check via email to the State Water Board, Office of Enforcement (Kailyn.Ellison@waterboards.ca.gov) and the Regional Water Board (Andrew.Choi@waterboards.ca.gov).

14. **Regional Water Board Resolution No. R19-007:** Two of the SEPs were approved, in concept, by Regional Water Board Resolution No. R19-007 and were included on the Regional Water Board's 2019 and/or 2021 Disadvantaged Community Supplemental Environmental Project List (DAC SEP List). The Los Angeles Waterkeeper's Watershed Outreach and Education Project SEP was included on the 2019 DAC SEP List and the Del Amo Action Committee's Environmental Justice Education Program: Protecting Our Water through Stormwater Management SEP was included on the 2019 and 2021 DAC SEP Lists. However, the Del Amo Action Committee's Environmental Justice Education Program: Protecting Our Water through Stormwater Management SEP has expanded the scope of the SEP, and is now a \$69,000 SEP that will occur over 18 months instead of a \$45,000 SEP that will occur over 12 months. The 5 Gyres Institute has a SEP on the 2019 and 2021 DAC SEP Lists, but the Trash Academy Season 3: Plastic and the LA River: Sources and Solutions SEP was not included on the DAC SEP Lists.
15. **SEP Requirements:** The Parties agree that the SEP Amount specified in paragraph 13.c. is for the SEPs identified in Attachments B, C, and D and that the amount associated with each discrete SEP shall be treated as a suspended administrative civil liability at the time of project completion for purposes of this Stipulated Order. The Regional Water Board is entitled to recover any SEP funds that are not expended in accordance with this Stipulated Order. Detailed project descriptions, including milestones, budgets, and performance measures are attached hereto as Attachments B, C, and D.
16. **Nexus to the Violation:** The SEP Policy requires that a SEP have a nexus to the alleged violation. (SEP Policy, section VIII.F.) The SEPs included in this Stipulated Order have a nexus to the location of the alleged violation because the primary benefits to be attained from the SEPs are located within a 50-mile radius of the location of the violations.
17. **SEP Categories:** The SEP Policy provides for seven categories of SEPs. (SEP Policy, section V.) The Los Angeles Waterkeeper's Watershed Outreach and Education Project SEP falls under the "Environmental Restoration and Protection" and "Other Projects" categories. Del Amo Action Committee's Environmental Justice Education Program: Protecting Our Water through Stormwater Management SEP falls under the "Pollution Reduction" and "Other Projects" categories. The 5 Gyres Institute's Trash Academy Season 3: Plastic and the LA River: Sources and Solutions SEP falls under the "Other Projects" category.

18. **SEP Oversight:** The Rose Foundation will oversee SEP implementation in lieu of Regional Water Board staff oversight. The Discharger shall not have any implementation or oversight role for the SEPs. The Rose Foundation's oversight costs are included in the direct costs of the SEPs as allowed under section VIII.G. of the SEP Policy since the SEPs directly benefit disadvantaged communities. Oversight costs are within the 10 percent limit for SEPs performed by third party administrators. (SEP Policy, section VIII.G.)
19. **Reporting Requirements for the SEPs:** The Rose Foundation has agreed, on the Discharger's behalf, to submit the following reports on SEP implementation to the Regional Water Board:
- a. **Quarterly Reports:** Quarterly Reports must be submitted in accordance with the schedule provided in Attachments B, C, and D. The Quarterly Reports must describe the tasks completed during the previous quarter, whether the SEP Implementing Parties are in compliance with the milestones and deadlines contained in Attachments B, C, and D, respectively, and if not, the cause(s) of the delay(s) and the anticipated date of compliance with this Stipulated Order. The Quarterly Reports may also include descriptions and photos of activities completed during the previous quarter and an analysis of the SEP's progress.
 - b. **Certification of SEP Completion:** No later than the deadlines contained in Attachments B, C, and D, respectively, the Rose Foundation, on the Discharger'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 in accordance with the terms of this Stipulated Order, addressing how the expected outcome(s) for the project were met,
 - ii. Certification documenting the expenditures by the SEP Implementing Party during the completion period for the SEP, and
 - iii. Certification that the SEP Implementing Party followed all applicable environmental laws and regulations in implementing the SEP, including the California Environmental Quality Act, Porter-Cologne Water Quality Control Act, and federal Clean Water Act.

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

20. **Publicity Associated with the SEP:** Whenever the Discharger, or its agents, publicizes one or more SEP elements, it shall state in a prominent manner that the project is undertaken as part of a settlement of a Regional Water Board enforcement action against the Discharger.
21. **SEPs are Above and Beyond the Discharger's Obligations:** The SEPs included in this Stipulated Order contain only measures that go above and beyond the Discharger's obligations. The SEPs are not part of the Discharger's normal business nor is the Discharger otherwise legally required to implement any portion of the SEPs.
22. **No Benefit to Regional Water Board Functions, Members, or Staff:** These SEPs provide no direct fiscal benefit to the Regional Water Board's functions, its members, its staff, or any family member of staff.
23. **Regional Water Board Not Liable:** The Regional Water Board and its members, staff, attorneys, and representatives shall not be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by the Discharger or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.
24. **Third Party Audit:** If the Regional Water Board obtains information reasonably indicating that the Discharger, Rose Foundation, and/or a SEP Implementing Party has not expended money in the amounts claimed, or a SEP Implementing Party has not adequately completed the work in the SEP, the Regional Water Board or its delegee may require, and the Discharger must submit, at its sole cost, a report prepared by an independent third party(ies) acceptable to the Regional Water Board or its delegee, stating that in its professional opinion, the Discharger, Rose Foundation, and/or a SEP Implementing Party has or has not expended money in the amounts claimed. In the event of such an audit, the Discharger agrees that the third-party auditor will be provided with access to all documents that the auditor requests. Such information must be provided to the Regional Water Board within three months of the date on which the Regional Water Board or its delegee requires the audit.
25. **Failure to Expend the SEP Amount on the Approved SEP:** If the Discharger is not able to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP Amount was spent on the completed SEP(s), the Discharger shall pay the difference between the SEP Amount and the amount the Discharger can demonstrate was actually spent on the SEP(s) (the Difference). The Executive Officer shall issue a "Notice of Violation" that will require the Discharger to pay the Difference to the State Water Pollution Cleanup and Abatement Account within 30 days of the Notice of Violation's issuance date. The Discharger shall submit payment consistent with the payment method described in paragraph 13.a. Payment of the Difference shall satisfy the Discharger's obligations to implement the SEP.

26. Failure to Complete the SEP: If the SEPs are not fully implemented by the SEP Completion Dates listed in Attachments B, C, and D, respectively, or if there has been a material failure to satisfy a project milestone, the Executive Officer shall issue a “Notice of Failure to Complete SEP”. The amount of suspended liability owed shall be determined via a Motion for Payment of Suspended Liability before the Regional Water Board or its delegee. The Discharger shall be liable to pay the entire SEP Amount, or, if shown by the Discharger, some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing, or as determined by the Motion for Payment of Suspended Liability. Unless the Regional Water Board or its delegee determines otherwise, the Discharger shall not be entitled to any credit, offset, or reimbursement from the Regional Water Board for expenditures made on the SEP prior to the issuance date of the Notice. Within 30 days of the Regional Water Board’s or its delegee’s determination of the suspended liability amount assessed for the Discharger to pay, the Discharger shall submit payment consistent with the payment method described in paragraph 13.a. Payment of the assessed amount shall satisfy the Discharger’s obligations to implement the SEP.

27. Replacement SEP: If there is a material failure, in whole or in part, to perform the SEPs described in paragraph 13.c., due to circumstances beyond the control of the Discharger, Rose Foundation, and/or the SEP Implementing Party, and the Regional Water Board does not move to collect the Payment of Suspended Liability amount as provided in paragraph 26, above, the Parties agree that the Discharger may propose a Replacement SEP. Whether there is a material failure to perform the SEP(s) described in paragraph 13.c. shall be determined by the Executive Officer. The Discharger shall have 60 days from the date of the Executive Officer’s determination to propose a Replacement SEP(s). The cost of the Replacement SEP shall be for the entire SEP Amount, or, some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing and shall be treated as a suspended liability subject to the same conditions provided for the SEP being replaced. The terms and conditions of the Replacement SEP shall be memorialized in a Supplemental Agreement to this Stipulated Order, signed by both parties and approved by the Regional Water Board or its delegee. The Replacement SEP shall meet the criteria in the SEP Policy, and shall be completed within 36 months of the Regional Water Board’s or its delegee’s approval of the Supplemental Agreement (Replacement SEP Completion Date). The Executive Officer may grant an extension for good cause shown as to why the Replacement SEP cannot be completed by the Replacement SEP Completion Date. The Parties agree that, unless requested by the Executive Officer, the Supplemental Agreement will not be subject to public notice and comment so long as the initial notice and comment period complied with federal and/or state requirements. If there is a material failure to perform a Replacement SEP, then the Executive Officer shall issue a “Notice of Failure to Complete SEP” as described in paragraph 26. The Discharger shall not have an

opportunity to propose a second Replacement SEP should it fail to complete the Replacement SEP for any reason.

28. **Regional Water Board Acceptance of Completed SEPs:** Upon the Discharger's satisfaction of its obligations under this Stipulated Order, the completion of the SEPs and any audits, the designated Regional Water Board or its delegee shall issue a "Satisfaction of Order." The issuance of the Satisfaction of Order will terminate any further obligation of the Discharger under this Stipulated Order and permanently suspend the SEP Amount.
29. **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.

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

For the Regional Water Board:

Andrew Choi
Water Resource Control Engineer
Los Angeles Regional Water Quality Control Board
320 West 4th Street, Suite 200
Los Angeles, CA 90013
(213) 576-6791
Andrew.Choi@waterboards.ca.gov

For the Discharger:

Pauling Sun
Environmental Specialist
425 South Palos Verdes Street
San Pedro, CA 90731
310-732-0335
psun@portla.org

31. **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.
32. **Public Notice:** The Discharger understands that this Stipulated Order will be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board, or its delegee. If significant new information is

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received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board, or its delegee, for adoption, the Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board, or its delegee. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.

33. **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.
34. **No Waiver of Right to Enforce:** The failure of the Prosecution Team or Regional Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Stipulated Order. The failure of the Prosecution Team or Regional Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order. No oral advice, guidance, suggestions, or comments by employees or officials of any Party regarding matters covered under this Stipulated Order shall be construed to relieve any Party regarding matters covered in this Stipulated Order. The Regional Water Board reserves all rights to take additional enforcement actions, including without limitation, the issuance of administrative civil liability complaints or orders for violations other than those addressed by this Order.
35. **Effect of Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Regional Water Board or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.
36. **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.
37. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation whether made before or after the execution of this Order. All modifications must be made in writing and approved by the Regional Water Board or its delegee.
38. **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.

- 39. If Order Does Not Take Effect:** The Discharger's obligations under this Stipulated Order are contingent upon the entry of the Order of the Regional Water Board as proposed. In the event that this Stipulated Order does not take effect because it is not approved by the Regional Water Board, or its delegee, or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that the Prosecution Team may proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess an administrative civil liability for the underlying alleged violations, or may continue to pursue settlement. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in any subsequent administrative or judicial proceeding or hearing and will be fully protected by California Evidence Code sections 1152 and 1154; California Government Code section 11415.60; Rule 408, Federal Rules of Evidence; and any other applicable privilege under federal and/or state law. The Parties also agree to waive any and all objections related to their efforts to settle this matter, including, but not limited to:
- a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections to the extent that they are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties settlement positions, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing in this matter; or
 - b. Laches or delay or other equitable defenses based on the time period that the Order or decision by settlement may be subject to administrative or judicial review.
- 40. Waiver of Hearing:** The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and, if the settlement is adopted by the Regional Water Board, hereby waives its right to a hearing before the Regional Water Board prior to the Stipulated Order's adoption. However, should the settlement not be adopted, and should the matter proceed to the Regional Water Board or State Water Board for hearing, the Discharger does not waive the right to a hearing before an order is imposed.
- 41. Waiver of Right to Petition:** Except in the instance where the settlement is not adopted by the Regional Water Board, the Discharger hereby waives the right to petition the Regional Water Board's adoption of the Stipulated Order as written for review by the State Water Board, and further waives the right, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
- 42. 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

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California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulation and Order.

43. **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.
44. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Regional Water Board regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval required by this Stipulated Order.
45. **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.
46. **Severability:** This Stipulated Order is severable; should any provision be found invalid, the remainder shall remain in full force and effect.
47. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board, or its delegee, enters the Order incorporating the terms of this Stipulated Order.
48. **Counterpart Signatures:** This Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.

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IT IS SO STIPULATED.

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

By:  **Hugh Marley**
Assistant Executive Officer

Digitally signed by Hugh Marley
Date: 2022.05.26 08:58:06
-07'00'
Water Boards

5/26/2022

Date

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The Port of Los Angeles

By: Mark Bleavin
Eugene Seroka
Executive Director

5-18-22
Date

Approved as to Form:

By: [Signature]
Kenneth F. Mattfeld, Esq.
Deputy City Attorney

5/3/2022
Date

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

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

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

Renee Purdy
Executive Officer
Los Angeles Regional Water Quality Control Board

Date

- Attachment A: Effluent Limitation Violations
Attachment B: Los Angeles Waterkeeper's Watershed Outreach and Education Project SEP
Attachment C: Del Amo Action Committee's Environmental Justice Education Program: Protecting Our Water through Stormwater Management SEP
Attachment D: The 5 Gyres Institute's Trash Academy Season 3: Plastic and the LA River: Sources and Solutions SEP

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Attachment A:
Effluent Limitation Violations

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Attachment A – Effluent Limitation Violations

Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	TSO Limit	Units	Pollutant Category	% Exceeded	Serious / Chronic	Water Code Section 13385	Penalty
10/31/17	4th Quarter 2017	Monthly Average	Copper	6.4	2.9	n/a	µg/L	2	121%	Serious	(h)1	\$0*
11/30/17	4th Quarter 2017	Monthly Average	Copper	3.0	2.9	n/a	µg/L	2	3%	Chronic	(i)1	\$0*
12/31/17	4th Quarter 2017	Monthly Average	Copper	3.8	2.9	n/a	µg/L	2	31%	Serious	(h)1	\$0*
02/27/18	1st Quarter 2018	Instantaneous Maximum	Fecal Coliform	9000	400	2910	MPN/100ml	OEV	2150%	Chronic	(i)1	\$3,000
03/22/18	1st Quarter 2018	Daily Maximum	Copper	52	6.5	n/a	µg/L	2	700%	Serious	(h)1	\$3,000
03/22/18	1st Quarter 2018	Daily Maximum	Lead	51	14	n/a	µg/L	2	264%	Serious	(h)1	\$3,000
03/22/18	1st Quarter 2018	Daily Maximum	Zinc	550	150	n/a	µg/L	2	267%	Serious	(h)1	\$3,000
03/30/18	1st Quarter 2018	Daily Maximum	Copper	9.0	6.5	n/a	µg/L	2	38%	Serious	(h)1	\$3,000
03/30/18	1st Quarter 2018	Monthly Average	Copper	14.5	2.9	n/a	µg/L	2	400%	Serious	(h)1	\$3,000
04/02/18	2nd Quarter 2018	Daily Maximum	Copper	8.5	6.5	n/a	µg/L	2	31%	Serious	(h)1	\$3,000

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Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	TSO Limit	Units	Pollutant Category	% Exceeded	Serious / Chronic	Water Code Section 13385	Penalty
04/16/18	2nd Quarter 2018	Instantaneous Maximum	Fecal Coliform	3500	400	2910	MPN/100ml	OEV	775%	Chronic	(i)1	\$3,000
04/30/18	2nd Quarter 2018	Monthly Average	Copper	4.3	2.9	n/a	µg/L	2	48%	Serious	(h)1	\$3,000
05/31/18	2nd Quarter 2018	Monthly Average	Copper	2.98	2.9	n/a	µg/L	2	3%	Chronic	(i)1	\$3,000
07/20/18	3rd Quarter 2018	Instantaneous Maximum	Fecal Coliform	16000	400	2910	MPN/100ml	OEV	3900%	Chronic	(i)1	\$3,000
07/30/18	3rd Quarter 2018	Instantaneous Maximum	Fecal Coliform	5400	400	2910	MPN/100ml	OEV	1250%	Chronic	(i)1	\$3,000
07/30/18	3rd Quarter 2018	Geometric Mean	Enterococci	802.9	35	773	MPN/100ml	OEV	2194%	Chronic	(i)1	\$3,000
10/17/18	4th Quarter 2018	Instantaneous Maximum	Enterococci	240	104	n/a	MPN/100ml	OEV	131%	Chronic	(i)1	\$3,000
11/05/18	4th Quarter 2018	Instantaneous Maximum	Enterococci	150	104	n/a	MPN/100ml	OEV	44%	Chronic	(i)1	\$3,000
11/27/18	4th Quarter 2018	Instantaneous Maximum	Enterococci	270	104	n/a	MPN/100ml	OEV	160%	Chronic	(i)1	\$3,000
11/29/18	4th Quarter 2018	Daily Maximum	Copper	38	6.5	n/a	µg/L	2	485%	Serious	(h)1	\$3,000
11/29/18	4th Quarter 2018	Daily Maximum	Lead	31	14	n/a	µg/L	2	121%	Serious	(h)1	\$3,000
11/29/18	4th Quarter 2018	Daily Maximum	Zinc	440	150	n/a	µg/L	2	193%	Serious	(h)1	\$3,000

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11/30/18	4th Quarter 2018	Monthly Average	Copper	20	2.9	n/a	µg/L	2	590%	Serious	(h)1	\$3,000
11/30/18	4th Quarter 2018	Monthly Average	Zinc	225	51	n/a	µg/L	2	341%	Serious	(h)1	\$3,000
12/13/18	4th Quarter 2018	Daily Maximum	Copper	7.3	6.5	n/a	µg/L	2	12%	Chronic	(i)1	\$3,000
12/31/18	4th Quarter 2018	Monthly Average	Copper	4.3	2.9	n/a	µg/L	2	48%	Serious	(h)1	\$3,000
01/04/19	1st Quarter 2019	Instantaneous Maximum	Enterococci	260	104	n/a	MPN/100ml	OEV	150%	Chronic	(i)1	\$3,000
01/11/19	1st Quarter 2019	Instantaneous Maximum	Enterococci	210	104	n/a	MPN/100ml	OEV	102%	Chronic	(i)1	\$3,000
01/14/19	1st Quarter 2019	Daily Maximum	Copper	20	6.5	n/a	µg/L	2	208%	Serious	(h)1	\$3,000
01/14/19	1st Quarter 2019	Daily Maximum	Zinc	160	150	n/a	µg/L	2	7%	Chronic	(i)1	\$3,000
01/30/19	1st Quarter 2019	Instantaneous Maximum	Enterococci	130	104	n/a	MPN/100ml	OEV	25%	Chronic	(i)1	\$3,000
01/31/19	1st Quarter 2019	Geometric Mean	Enterococci	121	35	n/a	MPN/100ml	OEV	246%	Chronic	(i)1	\$3,000
01/31/19	1st Quarter 2019	Monthly Average	Copper	6.4	2.9	n/a	µg/L	2	121%	Serious	(h)1	\$3,000
02/13/19	1st Quarter 2019	Daily Maximum	Copper	38	6.5	n/a	µg/L	2	485%	Serious	(h)1	\$3,000

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Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	TSO Limit	Units	Pollutant Category	% Exceeded	Serious / Chronic	Water Code Section 13385	Penalty
02/13/19	1st Quarter 2019	Daily Maximum	Lead	27	14	n/a	µg/L	2	93%	Serious	(h)1	\$3,000
02/13/19	1st Quarter 2019	Daily Maximum	Zinc	320	150	n/a	µg/L	2	113%	Serious	(h)1	\$3,000
02/28/19	1st Quarter 2019	Monthly Average	Copper	10.2	2.9	n/a	µg/L	2	252%	Serious	(h)1	\$3,000
02/28/19	1st Quarter 2019	Monthly Average	Zinc	65.7	51	n/a	µg/L	2	29%	Serious	(h)1	\$3,000
03/06/19	1st Quarter 2019	Daily Maximum	Copper	33	6.5	n/a	µg/L	2	408%	Serious	(h)1	\$3,000
03/06/19	1st Quarter 2019	Daily Maximum	Lead	30	14	n/a	µg/L	2	114%	Serious	(h)1	\$3,000
03/06/19	1st Quarter 2019	Daily Maximum	Zinc	360	150	n/a	µg/L	2	140%	Serious	(h)1	\$3,000
03/31/19	1st Quarter 2019	Monthly Average	Copper	9.2	2.9	n/a	µg/L	2	217%	Serious	(h)1	\$3,000
05/31/19	2nd Quarter 2019	Daily Maximum	Copper	6.7	6.5	n/a	µg/L	2	3%	Chronic	(i)1	\$3,000
05/31/19	2nd Quarter 2019	Monthly Average	Copper	4.0	2.9	n/a	µg/L	2	38%	Serious	(h)1	\$3,000
06/03/19	2nd Quarter 2019	Instantaneous Maximum	Enterococci	150	104	n/a	MPN/100ml	OEV	44%	Chronic	(i)1	\$3,000
06/10/19	2nd Quarter 2019	Instantaneous Maximum	Enterococci	140	104	n/a	MPN/100ml	OEV	35%	Chronic	(i)1	\$3,000

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06/17/19	2nd Quarter 2019	Instantaneous Maximum	Enterococci	610	104	n/a	MPN/100ml	OEV	487%	Chronic	(i)1	\$3,000
06/19/19	2nd Quarter 2019	Instantaneous Maximum	Enterococci	550	104	n/a	MPN/100ml	OEV	429%	Chronic	(i)1	\$3,000
06/30/19	2nd Quarter 2019	Geometric Mean	Enterococci	93	35	n/a	MPN/100ml	OEV	166%	Chronic	(i)1	\$3,000
07/31/19	3rd Quarter 2019	Monthly Average	Copper	2.92	2.6**	n/a	µg/L	2	12%	Chronic	(i)1	\$3,000
08/31/19	3rd Quarter 2019	Monthly Average	Copper	3.4	2.6**	n/a	µg/L	2	31%	Serious	(h)1	\$3,000
10/08/19	4th Quarter 2019	Daily Maximum	Copper	8.4	6.9	n/a	µg/L	2	22%	Serious	(h)1	\$3,000
10/17/19	4th Quarter 2019	Instantaneous Maximum	Enterococci	170	104	n/a	MPN/100ml	OEV	63%	Chronic	(i)1	\$3,000
10/23/19	4th Quarter 2019	Instantaneous Maximum	Enterococci	110	104	n/a	MPN/100ml	OEV	6%	Chronic	(i)1	\$3,000
10/31/19	4th Quarter 2019	Monthly Average	Copper	4.5	2.6	n/a	µg/L	2	73%	Serious	(h)1	\$3,000
11/25/19	4th Quarter 2019	Daily Maximum	Copper	36	6.9	n/a	µg/L	2	422%	Serious	(h)1	\$3,000
11/26/19	4th Quarter 2019	Daily Maximum	Copper	11	6.9	n/a	µg/L	2	59%	Serious	(h)1	\$3,000
11/30/19	4th Quarter 2019	Monthly Average	Copper	11.6	2.6	n/a	µg/L	2	346%	Serious	(h)1	\$3,000

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12/31/19	4th Quarter 2019	Monthly Average	Copper	3.3	2.6	n/a	µg/L	2	27%	Serious	(h)1	\$3,000
01/02/20	1st Quarter 2020	Daily Maximum	Copper	9.0	6.9	n/a	µg/L	2	30%	Serious	(h)1	\$3,000
01/31/20	1st Quarter 2020	Monthly Average	Copper	4.7	2.6	n/a	µg/L	2	81%	Serious	(h)1	\$3,000
02/20/20	1st Quarter 2020	Daily Maximum	Copper	8.1	6.9	n/a	µg/L	2	17%	Chronic	(i)1	\$3,000
02/28/20	1st Quarter 2020	Monthly Average	Copper	4.8	2.6	n/a	µg/L	2	85%	Serious	(h)1	\$3,000
03/02/20	1st Quarter 2020	Daily Maximum	Copper	11	6.9	n/a	µg/L	2	59%	Serious	(h)1	\$3,000
03/09/20	1st Quarter 2020	Instantaneous Maximum	Enterococci	230	104	n/a	MPN/100ml	OEV	121%	Chronic	(i)1	\$3,000
03/18/20	1st Quarter 2020	Instantaneous Maximum	Total Coliform	16000	10000	n/a	MPN/100ml	OEV	60%	Chronic	(i)1	\$3,000
03/18/20	1st Quarter 2020	Instantaneous Maximum	Fecal Coliform	5400	400	n/a	MPN/100ml	OEV	1250%	Chronic	(i)1	\$3,000
03/18/20	1st Quarter 2020	Instantaneous Maximum	Enterococci	2200	104	n/a	MPN/100ml	OEV	2015%	Chronic	(i)1	\$3,000
03/20/20	1st Quarter 2020	Instantaneous Maximum	Total Coliform	16000	10000	n/a	MPN/100ml	OEV	60%	Chronic	(i)1	\$3,000
03/20/20	1st Quarter 2020	Instantaneous Maximum	Enterococci	1000	104	n/a	MPN/100ml	OEV	862%	Chronic	(i)1	\$3,000

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03/24/20	1st Quarter 2020	Instantaneous Maximum	Enterococci	140	104	n/a	MPN/100ml	OEV	35%	Chronic	(i)1	\$3,000
03/31/20	1st Quarter 2020	Geometric Mean	Total Coliform	2547	1000	n/a	MPN/100ml	OEV	155%	Chronic	(i)1	\$3,000
03/31/20	1st Quarter 2020	Geometric Mean	Enterococci	311	35	n/a	MPN/100ml	OEV	789%	Chronic	(i)1	\$3,000
03/31/20	1st Quarter 2020	Monthly Average	Copper	6.2	2.9	n/a	µg/L	2	114%	Serious	(h)1	\$3,000
04/30/20	2nd Quarter 2020	Monthly Average	Copper	3.32	2.6	n/a	µg/L	2	28%	Serious	(h)1	\$3,000
05/31/20	2nd Quarter 2020	Monthly Average	Copper	2.85	2.6	n/a	µg/L	2	10%	Chronic	(i)1	\$3,000
08/31/20	3rd Quarter 2020	Monthly Average	Copper	3.74	2.6	n/a	µg/L	2	44%	Serious	(h)1	\$3,000
09/30/20	3rd Quarter 2020	Geometric Mean	Enterococci	44	35	n/a	MPN/100ml	OEV	26%	Chronic	(i)1	\$3,000
09/30/20	3rd Quarter 2020	Monthly Average	Copper	3.04	2.6	n/a	µg/L	2	17%	Chronic	(i)1	\$3,000
10/05/20	4th Quarter 2020	Daily Maximum	TPH	630	100	n/a	µg/L	2	530%	Serious	(h)1	\$3,000
11/10/20	4th Quarter 2020	Instantaneous Maximum	Enterococci	260	104	n/a	MPN/100ml	OEV	150%	Chronic	(i)1	\$3,000
02/28/21	1st Quarter 2021	Monthly Average	Copper	3.31	2.6	n/a	µg/L	2	27%	Serious	(h)1	\$3,000

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03/31/21	1st Quarter 2021	Monthly Average	Copper	3.11	2.6	n/a	µg/L	2	20%	Chronic	(i)1	\$3,000
04/30/21	2nd Quarter 2021	Monthly Average	Copper	3.92	2.6	n/a	µg/L	2	51%	Serious	(h)1	\$3,000
05/18/21	2nd Quarter 2021	Daily Maximum	TPH	250	100	n/a	µg/L	2	150%	Serious	(h)1	\$3,000
06/15/21	2nd Quarter 2021	Instantaneous Maximum	Enterococci	290	104	n/a	MPN/100ml	OEV	179%	Chronic	(i)1	\$3,000
06/23/21	2nd Quarter 2021	Instantaneous Maximum	Enterococci	1600	104	n/a	MPN/100ml	OEV	1438%	Chronic	(i)1	\$3,000
06/30/21	2nd Quarter 2021	Geometric Mean	Enterococci	184.9	35	n/a	MPN/100ml	OEV	428%	Chronic	(i)1	\$3,000
06/30/21	2nd Quarter 2021	Monthly Average	Copper	4.08	2.6	n/a	µg/L	2	57%	Serious	(h)1	\$3,000
08/04/21	3 rd Quarter 2021	Instantaneous Maximum	Enterococci	1700	104	n/a	MPN/100ml	OEV	1535%	Chronic	(i)1	\$3,000
08/11/21	3 rd Quarter 2021	Instantaneous Maximum	Enterococci	780	104	n/a	MPN/100ml	OEV	650%	Chronic	(i)1	\$3,000
08/17/21	3 rd Quarter 2021	Instantaneous Maximum	Enterococci	1000	104	n/a	MPN/100ml	OEV	862%	Chronic	(i)1	\$3,000
08/24/21	3 rd Quarter 2021	Instantaneous Maximum	Enterococci	300	104	n/a	MPN/100ml	OEV	188%	Chronic	(i)1	\$3,000
08/31/21	3 rd Quarter 2021	Instantaneous Maximum	Enterococci	890	104	n/a	MPN/100ml	OEV	756%	Chronic	(i)1	\$3,000

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08/31/21	3 rd Quarter 2021	Geometric Mean	Enterococci	812.5	35	n/a	MPN/100ml	OEV	2221%	Chronic	(i)1	\$3,000
08/31/21	3 rd Quarter 2021	Monthly Average	Copper	3.34	2.6	n/a	µg/L	2	28%	Serious	(h)1	\$3,000

Total = \$279,000

* Previously addressed by Settlement Offer No. R4-2018-0064.

** Effluent limitation based on Order No. R4-2019-0054 which became effective on July 1, 2019. Violations cited prior to July 1, 2019 are based on the effluent limitations included in previous Order No. R4-2013-0108-A01.

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Attachment B:

Los Angeles Waterkeeper's Watershed Outreach
and Education Project SEP



PROJECT PROPOSAL UPDATE: *Watershed Outreach and Education Project*

Applicant: Los Angeles Waterkeeper | Kelly Shannon, Development and Communications Director: kshannon@lawaterkeeper.org 310-394-6162 x108

Amount requested: \$100,000

Project Duration: 24 months

Project Description:

Overview

Los Angeles Waterkeeper's (LAW) River Assessment Fieldwork Team (RAFT) and Watershed Cleanup Program seeks to achieve ecosystem health and resiliency for all the region's waters so they can support the communities and wildlife that depend on them. While elimination of ongoing pollution is a necessary step to ensure the health of our waterways and communities, we must also undo the decades of damage that pollution, overfishing, overdevelopment and habitat loss have wrought on our rivers, creeks and coastal waters. LAW started RAFT in response to ongoing LA river revitalization efforts that have failed to prioritize the river's ecology and the community's connection with it. Through these integrated programs, LA Waterkeeper seeks to undo the harms done and restore these habitats through research, fieldwork, community engagement, and broad-based coalition building. The programs integrated projects provide community members – especially those living in historically underserved communities – the tools necessary to take ecological health and human use assessments, address pollution in their waterways, and make their voices heard as LA County envisions the future of the LA River. The requested funding for this Watershed Outreach and Education project will support the engagement of 100+ volunteers in cleaning up and collecting ecological health assessment data on the LA River and subsequent data analysis over a 24-month period, culminating in the activation of this data in program Impact Reports. All of these efforts aim to improve the health and safety of our communities and encourage shared stewardship of our environment.

Situational Analysis

The vast majority of Los Angeles County's rivers, creeks, and coastal waters are severely polluted, as evidenced by the State Water Resources Control Board's listing 208 waterbodies in the Los Angeles Region as impaired, and by the 2019 Water Report Card released by UCLA assigning a grade of 'D/Incomplete' for Los Angeles County's surface waters. and rather than being the jewel of Los Angeles that weaves the region's disparate inland and coastal communities together with access to nature and resilience against climate change, the 51-mile Los Angeles River is instead a largely concretized and highly polluted flood channel. Furthermore, California has a serious trash problem; during the state's 2019 annual Coastal Cleanup Day, over 700,000 pounds of plastic bags, bottles, straws and other waste were removed from our beaches alone. This

has serious impacts on our communities, our environment and endangers wildlife who live in polluted waters, or may ingest or become entangled in waste.

80% of marine pollution and waste starts on land, making its way through our watersheds, out to sea. The plastic waste polluting our waterways is of particular concern. It is predicted that by 2050, there will be more plastic than fish in the ocean. Plastic breaks down into tiny pieces, known as microplastics, that can stay in the environment for decades, polluting our water and harming fish and wildlife that mistake it for food. Of the many negative effects from COVID-19, we are seeing an increase of single-use items from plastics to PPE, littering our environment. This dramatic increase of plastic and other waste in and around our watersheds necessitates an increased focus on cleanups, data collection and education about the negative impacts of plastic and other waste. To address this growing issue, LAW is excited to build upon our RAFT program, providing additional opportunities to engage the community from a distance – without sacrificing our impact or scientific integrity.

In 2018 and 2019, LA Waterkeeper trained more than 100 community members in the California Rapid Bioassessment Protocol to monitor eight sites along the LA River and its tributaries. In 2020 our RAFT program was put on hold due to the on-going COVID-19 pandemic. In that time, we've analyzed RAFT data from 2018-19, and released the program's Impact Report in Q1 of 2021 and launched an innovative Watershed Cleanup program, which fuses hands-on science and technology to reconnect Angelenos to the waterways in their backyard and provide digitally-enabled resources for environmental stewardship.

Project Outcomes and Activities

Our RAFT and Watershed Cleanup Programs aim to educate communities about the impact of human consumption on the planet, clean up and collect critical data on the river's ecological health, as well as the plastic and other waste polluting the Watershed. Managing the overall project will be a soon-to-be-hired Staff Scientist/Watershed Manager (active search), who will starting early in Q1 2022 and will be replacing a staff who left to get her PhD in freshwater ecology at UC Berkeley. Our new hire will be supported by our Development and Communications Director and Outreach and Communications Manager, who oversee volunteer and community engagement.

The 2018-19 RAFT program was an intensive, hands-on group, community science effort, which required volunteers to work in close contact, undergo significant training and have established scientific knowledge. As we look to 2022-23 one of our primary goals is to expand access to this program (and community science) and enable broader engagement within EJ impacted communities, particularly frontline river-adjacent communities ((DTLA, Northeast LA, South LA) who experience disproportionate impacts from the degraded state of our waterways, and volunteer recruitment for the project will be targeted towards those areas. As such, and to accommodate safer social distancing during the on-going COVID-19 pandemic, we are evolving the ecological assessment portion of this program to be more accessible to a broader audience and in particular EJ communities. Our evolved Watershed Outreach and Education program will feature two primary components, which are both digitally-enabled and app-driven to support community science and open data efforts, while allowing for safe social distancing. Program

participants will engage in a connective experience with the LA River and its tributaries, using iNaturalist and the Litterati App to document the bio-diversity as well as clean up and collect data on the plastic and other waste impacting the Watershed. These digitally enabled tools are useful for scientists to get a sense of biodiversity and biodiversity loss along the river, and unlike the California Rapid Bioassessment Protocol, doesn't require advanced scientific knowledge on the part of participants. With both the iNaturalist and Litterati app, participants will receive virtual trainings and then continue to learn as they go through using the app. Both apps utilize geo-tagged photos alongside Machine Learning / Artificial Intelligence to help identify the biodiversity (iNaturalist) / pollution (Litterati). There are additional quality controls in place to ensure data collected is accurate. This evolution of the program not only creates a lower threshold for participation, but also allows our program to contribute to and be used by scientist and researchers from other nonprofits, universities and research programs, and government agencies, contributing to 'open data' community science.

Volunteers will be trained to use the iNaturalist and Litterati app to capture critical data through geo-tagged photos that help make the ecological /bio-diversity and pollution problem measurable. In 2022-23, we will engage 100+ participants annually to monitor eight sites (see Appendix A) along the LA River and its tributaries. The program will recruit and train at least 100 participants in each year, however there may be, and we will encourage, repeat participation. So, for some program activations (e.g. Documentation of bio-diversity through iNaturalist and/or cleanup and data collection of waste through Litterati) there may be overlap of participants from past activations, while still enabling the engagement of 100+ participants annually. We will target roughly ~15 participants per activation, though some sites may support larger group of participants.

Over the 24-month reporting period, this **Watershed Outreach and Education** project will:

- Identify and collect critical data to advocate for River Revitalization efforts at 8 sites along the LA River and its tributaries (see Appendix A)
- Engage and educate 100+ volunteers annually in our Watersheds programs around the LA River:
 - Activate volunteers to clean up and collect critical data on plastic, and other waste polluting the watershed (Litterati) (25% & 50% milestones)
 - Activate volunteers to monitor the biodiversity and ecological health of the watershed (iNaturalist) (75% & 100% milestones)
- Analyze and publish data on ecological health assessments of the LA River, and the plastic and other waste polluting the watershed
- Collaborate with local community and environmental justice groups (e.g. Friends of the Los Angeles River, East Yards for Community Justice, Pacoima Beautiful, Riverpark Coalition) to engage EJ communities living and working along the LA River, and to ensure River Revitalization efforts prioritize the river's ecology, while simultaneously making adjacent communities healthier and more climate-resilient (throughout the project)

Timeline and Deliverables			
Milestone	Tasks	Deliverables	Budget Sub-total for Milestone
25% Complete Completion Date: Month 6	<ul style="list-style-type: none"> • Staff scientist onboarding and training on program methodology • Recruit and engage 50+ volunteers in a virtual Watershed training to use Litterati and be educated about LA's pollution challenges and solutions, especially participants from EJ communities 	<ul style="list-style-type: none"> ● Submit 25% Complete report (narrative and financial). Please see Ongoing Tasks for reporting detail and Rose Foundation transmission of reports to the Regional Board. 	\$20,000
50% Complete Completion Date: Month 12	<ul style="list-style-type: none"> • Execute 4 Watershed Cleanups activations, at different segments / creeks of the LA River, in partnership with community groups and especially participants from EJ communities • Engage 50+ volunteers in Watershed Cleanup activations (for a cumulative total of 100+ for the year) • Compile and analyze data 	<ul style="list-style-type: none"> • Data from Watershed Cleanup activations at 4 sites along the River. • Submit 50% Complete report (narrative and financial). Please see Ongoing Tasks for reporting detail and Rose Foundation transmission of reports to the Regional Board. 	\$30,000
75% Complete Completion Date: Month 18	<ul style="list-style-type: none"> • Hold 2+ trainings for volunteers on iNaturalist / Litterati, LA's pollution challenges and solutions, Watershed Cleanup methodology and ecological health / biodiversity monitoring • Engage 50+ volunteers to Monitor 4 sites along the river (see Appendix A for site list) 	<ul style="list-style-type: none"> ● Data from monitoring 4 sites along the river ● Submit 75% Complete report (narrative and financial). Please see Ongoing Tasks for reporting detail and Rose Foundation transmission of reports to the Regional Board. 	\$30,000
100% Complete Completion Date: Month 24	<ul style="list-style-type: none"> • Execute 4 Monitoring Events at sites along the river (see Appendix A for site list) • Engage 50+ volunteers to Monitor 4 sites along the river (for a cumulative total of 100+ for the year) • Hold 1+ data activation workshop with volunteers • Compile and analyze data 	<ul style="list-style-type: none"> ● Data from monitoring 4 sites along the river ● 2022-23 RAFT / Watershed Cleanup Program Impact Report ● Submit 100% Complete report (narrative and financial). Please see Ongoing Tasks for reporting detail and Rose Foundation 	\$10,000

	<ul style="list-style-type: none"> Publish a 2nd program Impact Report on data from 2022-23 	preparation of Certificate of Completion for the Regional Board.	
Ongoing Tasks and Deliverables	<p><u>Los Angeles Waterkeeper</u></p> <ul style="list-style-type: none"> Short quarterly narrative report to Rose Foundation every 3 months by the end of each standard calendar quarter. (ie – March 31, June 30, Sept. 30, Dec. 31) <p><u>Rose Foundation</u></p> <p>Project administration, oversight and reporting to Regional Board:</p> <ul style="list-style-type: none"> Rose shall forward all 3 month periodic reports to the Regional Board within 1 month of receipt from LAWK (ie – submit periodic report to Regional Board by April 30, July 31, Oct. 31, Jan 31 of each year in which the project is active). 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. Rose shall use LAWK’s 100% completion report as the basis for a Certificate of Completion, and shall issue the Certificate of Completion and submit to the Regional Board after the conclusion of the project. 		<p>Costs of LAWK ongoing tasks included in milestone sub-totals</p> <p>\$10,000</p>
Project Total			\$100,000

Please see line-item budget for expenses detail. Any line-item variation of more than 10% will require advance approval.

Appendix A:

Description of Monitoring Sites

We monitored a range of locations throughout the LA River watershed including tributaries, mainstem-tributary confluence points, and concrete-lined channels. We separated the locations into three categories based on the degree of physical alteration. We chose our targeted locations based on where there was community interest in monitoring, where we could safely access the stream, and/or where there was a connection to a proposed restoration or revitalization project. We also wanted to study a diverse range of freshwater habitats. There are very few sites along the mainstem of the river that could fit into the "natural" category except for some sections of the Sepulveda Basin.



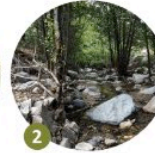
Figure 2: A map of the LA River watershed with our field sites indicated by numbers.

Natural

Sections of the river and tributaries with no concrete bottom or levees.



1 Big Tujunga Creek
2018 & 2019



2 Arroyo Seco Upstream
2018 & 2019

Soft-Bottomed

Sections of the river and tributaries with a sediment bottom and concrete levees.



3 Bull Creek, Sepulveda Basin
2018 & 2019



4 Glendale Narrows
2018 & 2019



8 Compton Creek Confluence
2019

Concrete-Lined

Sections of the river and tributaries with a concrete bottom and concrete levees.



5 Arroyo Seco Confluence
2018 & 2019



6 Maywood
2018 & 2019



7 Rio Hondo Confluence
2018



9 Long Beach
2018 & 2019

Watershed Outreach & Education Project Budget

		Hours	Total	Notes
SALARIES				
	Rate			
Staff Scientist	\$ 36.00	600	\$21,600.00	The Staff Scientist's time includes preparing and executing volunteer trainings, program activation events, and data processing and analysis for the Program's Impact Report
Outreach & Communications Manager	\$ 25.00	1000	\$25,000.00	The Outreach & Communications Manager's time includes recruiting and training volunteers, managing program communications and publications of the Impact Report, and supporting program activation events
Subtotal SALARIES			\$46,600.00	
Fringe			\$8,400.00	
Total SALARIES			\$55,000.00	
CONTRACTORS				
Program Support / Data analysis			\$15,000.00	
Total CONTRACTORS			\$15,000.00	
PROGRAM EXPENSES				
Monitoring/Testing			\$10,000.00	Lab Fees and Insect Taxonomy
Technical/Data Services			\$5,000.00	Digitally Enabled Technologies (e.g. Litterati for data collection)
Equipment & Lab Instruments			\$5,000.00	
Total PROGRAM EXPENSES			\$20,000.00	
ROSE FOUNDATION				
SEP Administration			\$10,000.00	
Total BUDGET			\$100,000.00	

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability
Order R4-2022-0003
The Port of Los Angeles

Attachment C:

**Del Amo Action Committee's Environmental Justice Education
Program: Protecting Our Water through Stormwater Management
SEP**

PROJECT PROPOSAL UPDATE
December, 2021
Environmental Justice Educational Program:
Protecting Our Water through Stormwater Management

Lead Organization:

Del Amo Action Committee
Cynthia Babich
P O Box 549
Rosamond, CA 93560
delamoactioncommittee@gmail.com
661 256-7144 310 769-4813

Amount requested \$ 69,000 – 18 month project

Organizational Description:

The Del Amo Action Committee (DAAC) is the fiscal sponsor for Los Angeles Environmental Justice Network (LAEJN). The director of the DAAC, Cynthia Babich, is also the coordinator for LAEJN since its inception 15 years ago. The network is comprised of environmental justice directors from local community-based organizations working proactively and deliberately to seek out ways that the impacted communities they represent can engage on broader issues such as stormwater runoff, groundwater (drinking water) protection and livable community planning. The LAEJN meets on a monthly basis with regulators, agency staff and community members to collaborate and glean insights on environmental justice efforts of mutual importance. DAAC will coordinate and maintain financial records for this project.

The LAEJN network has established a framework for bringing stakeholders together to work collaboratively on stormwater, groundwater and issues of mutual concern. The LAEJN has co-sponsored over 15 LA Basin Groundwater Collaborative meetings over the past 7 years. We believe that as awareness increases around threats to our water resources we see a shift towards water protection which ultimately improves water quality in the Los Angeles County Basin.

Project Description:

This existing framework creates the backbone structure for the *Environmental Justice Educational Program: Protecting Our Water through Stormwater Management* project to bring about awareness on ways that we can directly impact stormwater runoff; beginning in our own yards where we have the most authority. In the first three months, 7 - 9 participating groups from the LAEJN Network will self-select their involvement in the project, and all participating organizations will receive modest stipends to defray their time and direct costs of participating in the programs development, deployment and encouragement of participation by their members. The participating organizations will name a core group who will lead the project and will co-create bilingual educational materials focused on explaining how rain events impact the current stormwater management practices of diversion into drains that lead to the ocean.

The core group will guide all aspects of this project working closely with executive directors and leaders of each of the seven participating LAEJN organizations.



We will work together to ensure that our project is inclusive and incorporates a collaborative process ensuring workshops are tailored to community identified interests. The project will also benefit from a youth project staff assistant who will work collectively with our groups as well as on specific needs as they arise. They will help to track our progress and reporting our achievements. We will engage professional services of a translator for both written materials and verbal workshop translation needs.

Months three and four will be filled with educational workshops where our collective efforts will focus on several aspects of rain fall once it hits the ground; including stormwater runoff from toxic sites and yard applications, industrial process releases and vehicle fluids on roadways. During month six we will work with the core group to define a short list of possible workshops that each community can select from that will allow them to explore community specific ways of decreasing stormwater diversion and increasing filtration into the ground to be used in the future; these community specific workshops with occurring during months six through eleven. We anticipate the two workshops where we present our educational materials around general rainfall and current stormwater practices can be combined for all groups with an additional workshop from our co-created list that each group can select.

Community rain garden and filtration projects will begin during the twelfth month and be completed by month sixteen. Lessons learned will be compiled and planning project presentations will commence. We will share our collective learning experiences and project presentation with all participating organizations and our stakeholder water agencies and protectors including the Water Replenishment District of Southern California, Waterkeeper, Los Angeles Department of Water and Power, Regional Water Quality Control Board, Metropolitan Water District, and others to be identified as start of project.

We believe this project will lead to initiatives where community members and businesses work together to protect their communal waterways. We will spur this collaboration by culminating project with a Water Symposium with guest speakers and local, state water purveyors. During months sixteen and seventeen we will work with our core group to plan a full day for reporting back on our lessons learned and ongoing efforts. This event will be held during the eighteenth and final month of our project.

Project Team:

Cynthia Babich: DAAC Director and LAEJN Coordinator

She will coordinate the overall project including being responsible for task tracking, finance management and workshop co-coordination. Her duties will also include working collectively and one on one with other team members to ensure project cohesion. Finally she will function as a full participating team member working with all participants to ensure a meaningful and successful project outcome is achieved.

Florence Gharibian: LAEJN Member and retired DTSC and EPA

She will lead the project's core group in initial workshops by creating workshop outlines, identifying resources based on subject matter and ensure information is language transferable. She will also function as a full team member working with



project team as well as incorporating core group recommendations as an ongoing project function.

Robina Suwol: California Safe Schools Director and LAEJN Assistant Coordinator

She will focus much of her effort on the individualized workshops by creating the initial list of topics, combining topics where appropriate and work with each group to identify project resource needs. She will ensure project cohesion with our stormwater goals for community based education. As a full participating team member, she will help to coordinate team and core group meetings as well as work closely with youth project staff.

Youth Project Staff:

Their duties will include administrative support and participation in all project meetings to ensure clarity and consistent communication between project staff, core group and the participating community groups. They will assist with community specific workshops by organizing, tracking project achievements and participation. Robina will be direct supervisor.

Groups in the LAEJN:

Comite Pro Uno: Maywood
Coalition for a Safe Environment
Pacoima Beautiful
Del Amo Action Committee
California Safe Schools
Clean Air Coalition of Avocado Heights
Action Now
Paramount Coalition
Coalition for Clean Air



Timeline & Deliverables:

Description Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
Self-Selection of Participating Groups (7) Task 1	X																		
Core Group Development of Bilingual Educational Materials Task 2	X	X	X																
Educational Workshops (combined) Rain Cycles & Current Stormwater Practices Impacts to Stormwater, Groundwater Task 3				X	X	X	X												
Community Selected Workshops Task 4						X	X	X	X	X	X								
Community Rain Garden /Filtration Projects Compile Lessons Learned Task 5											X	X	X	X					
Begin Symposium Planning Conduct Water Symposium Event Task 6															X	X	X	X	

Timeline & Deliverables			
Milestone	Tasks	Deliverables	Budget % Used
25% Complete Completion Date: Month 3	Task 1: Self-Selection of participating groups Task 2: Core Group development of bilingual education materials	T1: We will conduct a process leading to the self-selection of seven participating groups; this will become our core group. T2: We will facilitate, with the core group, creation of bilingual educational materials focused on explaining how rain events impact the current stormwater management practices including diversion into drains leading to the ocean. OT: Submit 25% Complete report (narrative & financial).	\$10,000 Staff \$ 3,500 Stipends \$ 210 Utilities \$ 200 Supplies \$ 2,000 Copies \$ 2,800 Translation \$18,710 Sub-total
50% Complete Completion Date: Month 8	Task 3: Educational Workshops Rain Cycles, Stormwater Practices today, Impacts to Stormwater & Groundwater. Task 4: Begin	T3: We will use bilingual materials developed with our core group to educate seven community groups about the cycle of rain and current stormwater threats and practices. T4: We will work with the core group to define a short list of additional workshops	\$ 8,500 Staff \$ 3,500 Stipends \$ 1,600 Meetings \$ 330 Utilities \$ 400 Copies \$ 1,000 Translation \$15,330 Sub-total



	Community Selected Workshops	that each community can select from that will allow them to explore community specific ways of decreasing stormwater diversion and increasing filtration into the ground. OT: Submit 50% Complete report (narrative & financial).	
75% Complete Completion Date: Month 13	Task 4: Complete Community Workshops Task 5: Begin Community Rain Garden and Filtration Projects Compile Lessons Learned	T4: Continued to completion. T5: We will work with groups community members within the seven groups to identify areas in their community where filtration concepts can be utilized and to envision easy home/yard projects. OT: Submit 75% Complete report (narrative & financial).	\$ 8,500 Staff \$ 3,500 Stipends \$ 1,200 Meetings \$ 330 Utilities \$13,530 Sub-total
100% Complete Completion Date: Month 18	Task 5: Complete Lessons Learned in preparation for Symposium. Task 6: Begin Symposium Planning and Conduct a Water Symposium Event	T5: Continue to completion. T6: We will plan and conduct a Water Symposium Event with guest speakers and local, state water purveyors to report back on our lessons learned and ongoing collaborative efforts. OT: Submit 100% Complete report (narrative & financial).	\$ 8,500 Staff \$ 3,500 Stipends \$ 400 Copies \$ 800 Meetings \$ 330 Utilities \$ 1,000 Translation \$14,530 Sub-total
Sub-total	Del Amo Action Committee		\$62,100
Sub-total:	<u>Del Amo Action Committee:</u> <ol style="list-style-type: none"> Short quarterly narrative report to Rose Foundation every 3 months by the end of each standard calendar quarter. (ie – March 31, June 30, Sept. 30, Dec. 31) <u>Rose Foundation:</u> Project administration, oversight and reporting to Regional Board: <ol style="list-style-type: none"> Rose shall forward all 3 month periodic reports to the Regional Board within 1 month of receipt from DAAC (ie – submit periodic report to Regional Board by April 30, July 31, Oct. 31, Jan 31 of each year in which the project is active). 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. Rose shall use DAAC's 100% completion report as the basis for a Certificate of Completion, and shall submit the Certificate of Completion to the Regional Board after the conclusion of the project. 		Ongoing costs reflected in milestone subtotals \$6,900
Total			\$69,000



DEL AMO ACTION COMMITTEE LINE ITEM BUDGET
Environmental Justice Educational Program: Protecting Our Water through
Shared Understanding and Management
2021-2020 18 Months

Personnel	
(3) Executive Directors (participating originations)	\$30,000.00
Youth Support Project Staff	\$5,500.00
Benefits & Taxes (12%)	
Total Staff	\$35,500.00
Consultants/Subcontractors	
Professional Services (materials translations/module assembly)	\$4,800.00
Total Personnel	\$40,300.00
Operating Expenses	
Office Supplies	\$200.00
Rentals/Meeting Space	
Utilities/Telephone	\$1,200.00
Travel	
Copies Educational Materials	\$2,800.00
Equipment Purchase	
Postage	
Conference/Meetings	\$3,600.00
Stipends	\$14,000.00
Total Operating Expenses	\$21,800.00
Total DAAC Expenses	\$62,100.00
Rose Foundation Administration	\$6,900
Total Project	\$69,000

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

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability
Order R4-2022-0003
The Port of Los Angeles

Attachment D:

**The 5 Gyres Institute's Trash Academy Season 3: Plastic and the
LA River: Source and Solutions SEP**

PROJECT PROPOSAL UPDATE

Trash Academy Season 3: Plastic and the LA River: Sources and Solutions

Applicant: The 5 Gyres Institute
5792 W Jefferson Boulevard
Los Angeles, CA 90016
(619) 929-5350
Anna Cummins (Interim Executive Director)
anna@5gyres.org

Amount requested \$ 50,000 – 12 month project

Project Description: The project is a special edition of our Trash Academy platform - *Plastic and the LA River: Sources and Solutions*. This will be the 3rd season of Trash Academy, a virtual education program we developed as a response to Covid, bringing our STEM/NGSS “correlated” curriculum to school districts and families both via live synchronous lessons and pre-recorded episodes in both English and Spanish.

Plastic and the LA River: Sources and Solutions will highlight the connections between inland activities, watershed contamination and pathways for plastic pollution, and community-based solutions. The goal is to provide science-based, engaging lessons to schools and communities across LA that educate about the importance of our local watershed and the urban watershed cycle, with a focus on scalable solutions to reduce the ecological threats from plastic to local water bodies and marine ecosystems. By highlighting the message that “everything flows downstream to the ocean”, and developing messaging and content around common urban threats to watersheds nationally, we aim to create assets that will also be applicable to watershed groups outside of LA.

Season 3 is aimed to address a K-6 audience, and will consist of 6-10 lessons (each lesson has both an English & Spanish episode of 12-25 minutes in duration).

Deliverables will include a ppt presentation (the lesson) in both English and Spanish languages, and 2 recorded educational videos (the episodes) in both English and Spanish. Up until now, 5 Gyres has partnered with ExpandLA to deliver in-class, after-school and summer STEM education that focuses on the science of plastic pollution and its impacts on communities, environments, etc. Besides from online circulation of content on our Youtube channel, we have established relationships with teachers from the LA Unified School District (LAUSD) in the following elementary schools: Nevin Avenue, Hopper Avenue, Harmony, and Gratts. This district, being a Title 1 School district, hosts a majority (70%) student body originating from underserved communities. 651 students have been engaged with our Trash Academy Season 1 and 2 so far since 2020. The

positive feedback from LAUSD teachers has recently resulted in discussions of incorporating and integrating our lesson plan videos into their curriculum.

Themes addressed in the episodes will include the following: an overview on watersheds (what are they, the drainage area of the LA River, how contaminants/waste flow through watersheds to the ocean), plastics and the LA River: what are micro vs. macro plastics, sources, how do plastics enter the LA River? We will also share an example from our own work, using a 5 Gyres recent case study during Trashblitz LA in 2019 - sharing the results, identifying the priority problems, etc. Lastly, these episodes will conclude with a focus on solutions - for example, what can individuals and families/households do, how can schools get involved in watershed protection, how can students help spread the word?

The “WHY” behind Trash Academy as a part of our multi-prong approach to upstream solutions:

To stop the global harm from plastic pollution to wildlife and humans, especially our most vulnerable communities, we need to employ preventative and equitable solutions based in sound science. Mitigation and cleanup efforts, while important, fail to address root causes. 5 Gyres is committed to engaging communities in science to understand the source and impacts of plastic pollution, and leveraging these findings to drive upstream solutions. The closer we get to the source of the problem, the more effective our solutions will be.

- Through our growing Science and Innovation department, we continue conducting primary research to better understand the global impact of plastic pollution, and to vet alternatives to petroleum plastics to ensure sustainability.
- With our **Trashblitz program**, we engage communities with citizen science to understand the regional source and composition of waste, and leverage these data towards informed solutions;
- Through our Education Outreach/**Trash Academy** platform, we make our science/research widely available and accessible, providing communities with concrete tools to drive local change;
- And through our **Ambassador network** and new fellowship, we support our global network of committed change makers through community building and a competitive micro-grant program focused on regional solutions.

About 5 Gyres:

The 5 Gyres Institute empowers action against the global health crisis of plastic pollution through science, education and adventure. 5 Gyres was founded in 2009 to answer a set of key unanswered questions about the scale and impact of plastic pollution on the world’s oceans: how much is there, where is it, and how can this science inform solutions? After completing 20 research expeditions across all 5 subtropical gyres, we published the first global estimate on plastic in the world’s oceans, as well as the first estimate on plastics in the Great Lakes.

5 Gyres has a proven track record in utilizing science-based research to drive global awareness and action oriented solutions. Our 2014 paper ¹(footnote) provided the first global estimate on plastics – both micro and macro – in the world’s oceans. The study, incorporating hundreds of datapoints from seven other scientists around the world, has been cited dozens of times in other scientific publications, in other organizations’ literature, and in numerous media reports, giving credibility to plastic pollution advocacy campaigns and policy initiatives.

Our 2013 study “Plastic pollution in the Great Laurentian Lakes” provided the scientific legitimacy for a two-year microbeads campaign led by 5 Gyres and involving many nonprofit organizations around the country. 5 Gyres’ leveraged this report to a) demand corporate accountability from producers, and b) craft a policy campaign to eliminate plastic microbeads from personal care products. The campaign culminated in the passage of federal legislation in 2015 by President Obama, banning the sale of personal care products containing plastic microbeads by 2018. This victory further underscored our strong belief in the power of science to drive upstream solutions.

About Trash Academy (with highlights from Expand LA) In the fall of 2020, 5 Gyres taught five, 10-week environmental science courses to 150 students. These classes included the lifecycle of plastic, how plastic travels through the environment, and overall solutions to plastic pollution. Our 10-week course integrated education, advocacy and citizen science with the 5 Gyres NGSS-correlated curriculum into a multi-phased educational platform that served the needs of K-5 students and their communities during COVID-19. With our 10+ years of plastic pollution expertise, we are able to add a unique, first-hand element to our educational programming and look forward to sharing our stories with children and families from all over the world. Our first season included 8 videos and has received 1379 views on YouTube and 8959 views on Facebook. We also created 4 videos in Spanish, launching the Academia de la Basura. These videos reached 67 views on YouTube and 1347 views on Facebook.

Starting in 2021, Season 3 of Trash Academy/La Academia de Basura will continue to educate on the plastic movement and provide projects for additional at-home engagement in both English and Spanish. With our bilingual digital programming, we aim to build a more integrated community of next generation leaders equipped with the tools to drive local, sustainable solutions to plastic pollution. By providing unique content in both Spanish and English, and ensuring our content focuses on the intersectional nature of plastic pollution, we are able to provide cultural relevance to the plastic issue as it relates to environmental justice, local frontline communities, and other traditionally marginalized groups.

¹(https://www.researchgate.net/publication/269396691_Plastic_Pollution_in_the_World's_Oceans_More_than_5_Trillion_Plastic_Pieces_Weighing_over_250000_Tons_Afloat_at_Sea)

Spotlight on ExpandLA

In Fall 2020, 5 Gyres partnered with local STEM and science-based NGO's in Los Angeles through the Mayor's Fund ExpandLA program to provide live science courses for 150+ LAUSD students. The 10-week environmental science courses, focused on ocean plastics—including the lifecycle of plastic, how plastic travels through the environment ending up in the oceans, and overall solutions to plastic pollution. The 10-week courses integrated education, advocacy and citizen science with the 5 Gyres NGSS-correlated curriculum into a multi-phased interactive educational experience that met the needs of K-5 students and their communities during Covid-19.

Our students had the virtual opportunities to travel aboard the Tall Ships of the LA Maritime Institute, connect with students studying research on microplastics in Japan and participate in a virtual albatross bolus dissection to see the harm of plastic on our marine mammals. As citizen scientists, they participated in an at-home audit of their own plastic pollution or "TrashBlitz" through our citizen science app TrashBlitz. The courses ultimately culminated with the opportunity for them to develop solutions to reduce their own plastic footprint through upstream solutions. Additionally, we offered both English and Spanish-language supplementary videos and projects for at-home engagement and further science experiments.



Project Team

Programs Manager, Alison Young

Alison joins the team with nine years of experience managing community-based programming for arts, cultural, education and environmental nonprofits in Baltimore, Maryland.

Education Coordinator, Eliseo Nevarez

Eliseo Nevarez is a marine science educator. He graduated from the University of California, Santa Cruz with his B.A. in Biology, and is a certified Divemaster and Scientific Diver.

Director of Communications, Marina Ivlev

Marina has a B.Sci. in Business with a focus in Marketing. Being a food blogger and chef for four years, she worked under acclaimed chefs in Los Angeles and owned her own catering/pop up restaurant concept.

Director of Science and Innovation, Marcus Eriksen

Co-founder of 5 Gyres, Marcus has led expeditions around the world to research plastic marine pollution, co-publishing the first global estimate and the discovery of plastic microbeads in the Great Lakes, which led to the federal Microbead-free Waters Act of 2015. He has published over 20 research papers in peer-reviewed journals.

Content Creator, (TBD- currently hiring for 2021)

Position will assist in the social media communication execution and content creation for our online visibility and outreach to a global community with nearly 1 million unique monthly views.

Executive Director, Anna Cummins

Co-Founder of 5 Gyres, Anna has more than 20 years' experience in environmental non-profit work—including marine conservation, coastal watershed management, community relations, and bilingual and sustainability education.

Timeline & Deliverables:

Timeline & Deliverables			
Milestone	Tasks	Deliverables	Budget Sub-total for Milestone
<p>25% Complete</p> <p>Completion Date: Month 6</p>	<p>1. Development of Unit Curriculum in English language</p>	<p>8-10 Lessons in ppt presentations and a final draft of curriculum with instructor speaker notes</p> <p>Submit 25% Complete report (narrative & financial).</p>	\$12,505
<p>50% Complete</p> <p>Completion Date: Month 9</p>	<p>2. Development of Unit Curriculum in Spanish language</p>	<p>8-10 Lessons in ppt presentations and a final draft of curriculum with instructor speaker notes translated into Spanish</p> <p>Submit 50% Complete report (narrative & financial).</p>	\$11,788
<p>75% Complete</p> <p>Completion Date: Month 11</p>	<p>3. Filming and production of Season 3 in English and Spanish</p>	<p>12-20 Filmed and Produced episodes in both English and Spanish language</p> <p>Submit 75% Complete report (narrative & financial).</p>	\$11,825
<p>100% Complete</p> <p>Completion Date: Month 12</p>	<p>4. 12-20 episodes of season 3 aired via 5 Gyres social media channels and youtube platforms</p> <p>5. Circulation of aired lessons with teachers, students, and educational networks</p>	<p>12-20 episodes of season 3 in English and Spanish language</p> <p>Number of views & downloads from respective public</p> <p>Submit 100% Complete report (narrative & financial).</p>	\$8,882
<p>Ongoing Tasks</p>	<p><u>5 Gyres:</u> Short periodic narrative report to Rose Foundation every 3 months by the end of each standard calendar quarter. (ie – March 31, June 30, Sept. 30, Dec. 31)</p>		<p>Costs included in quarterly Sub-totals</p>



	<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 CBD (ie – 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 5 Gyre’s 100% completion report as the basis for a Certificate of Completion, and shall submit the Certificate of Completion to the Regional Board after the conclusion of the project.	\$5,000
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Expenses (personnel by departments)	% FTE Staff time (+30% fringe benefits)	Amount
Program Development		
Programs Manager	10%	\$ 7,150.00
Education Coordinator	25%	\$ 12,421.50
Marketing		
Director of Communications	9%	\$ 7,020.00
Content Creator	10%	\$ 6,500.00
Science Advising		
Director of Science and Innovation	2%	\$ 2,080.00
Executive & Administrative		
Executive Director	4%	\$ 4,680.00
Supplies (filming equipment)		\$ 1,000.00
Total Direct Costs		\$ 40,851.50
Indirect Costs (10% of direct costs)		\$ 4,148.50
Rose Foundation Administration		\$ 5,000.00
Total Project Budget		\$ 50,000.00

Any line item variation greater than 10% requires advance approval.

Indirect Costs: Core organizational overhead necessary to support the project

Insurance

Rent (Storage)

Administrative

Audit Fees

Software & Apps

Accounting Fees

Filing Fees

Printing