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8 Attorneys for Plaintiff United States of America  
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9 UNITED STATES DISTRICT COURT FOR THE  
10 CENTRAL DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA and )  
12 PEOPLE OF THE STATE OF )  
CALIFORNIA *ex rel.* CALIFORNIA )  
13 REGIONAL WATER QUALITY CONTROL )  
BOARD, LOS ANGELES REGION, )

14 Plaintiffs, )

15 v. )

16 CITY OF LOS ANGELES, )

17 Defendant. )

18 \_\_\_\_\_ )  
SANTA MONICA BAYKEEPER, a )  
19 non-profit corporation; )

20 Plaintiffs, )

21 v. )

22 THE CITY OF LOS ANGELES, )

23 Defendant. )  
24 \_\_\_\_\_ )

Civil Action No. 01-191-RSWL

Civil No. 98-9039- RSWL  
CONSOLIDATED

**THIRD MODIFICATION  
TO SETTLEMENT  
AGREEMENT AND FINAL ORDER**

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24 CARMEN A. TRUTANICH

City of Attorney (Bar No. 86629)

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28 Attorneys for Defendant City of Los Angeles

1 The United States, the State of California ex rel.  
2 California Regional Water Quality Control Board, Los Angeles  
3 Region, Baykeeper, Intervenors and the City of Los Angeles ("the  
4 Parties") agree, and this Court hereby ORDERS the following  
5 amendments to the Collection System Settlement Agreement ("CSSA")  
6 entered by the Court in this action on October 28, 2004, and  
7 modified by the Court on November 12, 2009, and by agreement of  
8 the Parties on December 2, 2010:

9 I. Section VIII. shall be amended as follows:

10 A. Paragraph 87 shall be amended to read:

11 87. If the city implements each of the projects provided for  
12 in Paragraph 86, above, but those projects cost less than \$8.5  
13 million in eligible SEP costs, the City shall implement an  
14 additional project or additional projects from the following list  
15 to ensure that the City spends no less than \$8.5 million in  
16 eligible SEP costs:

- 17
- 18 a. Restoration of Los Angeles River Wetlands at  
19 the  
20 "Headworks" Spreading Ground Project;
  - 21 b. Additional Downtown Los Angeles Storm Drain  
22 Low-Flow Diversion Project(s)(not to exceed  
23 \$2.0 million);
  - 24 c. Legion Lane Park - LA River Revitalization,  
25 Habitat Restoration & Water Quality  
26 Enhancement Project;
- 27

- 1 d. Sycamore Grove Streambed Daylighting Project
- 2 e. Van Ness & Slauson Avenues Infiltration
- 3 Project
- 4 f. Old Oak Road Bio-swale Project
- 5 g. North Hollywood Alley Retrofit Project

6 These projects are briefly described in Appendix C to this  
7 Settlement Agreement. If projects from the above list are  
8 required, the City shall have the discretion to choose which  
9 project or projects to implement. Prior to incurring any  
10 eligible SEP costs for an additional project, the City shall  
11 provide notice to the Parties that it is electing to implement  
12 the project pursuant to the terms of this Paragraph.

14 II. Appendix C shall be amended by adding the "Van Ness &  
15 Slauson Avenues Infiltration Project," the "Old Oak Road Bio-  
16 swale Project," and the "North Hollywood Alley Retrofit Project"  
17 after the 2<sup>nd</sup> Tier SEPs already included in Appendix C:  
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Projects	Description & Scope	Suggested Commitment
<b>2<sup>nd</sup> Tier SEPs</b>		
Van Ness & Slauson Avenues Infiltration Project	This project will install 32 rain gardens and dry wells to capture storm water run-off from a 465 acre watershed in South Los Angeles. The system will treat storm water in rain gardens - 50 ft X 4 ft X 3 ft planted areas designed to capture storm flows. These flows will then infiltrate into the water table through 40 ft deep dry wells connected to the rain gardens. This area is not presently well-served with storm water infrastructure and is vulnerable to ponding of storm water and flooding during heavy rains. The storm drains deliver contaminated storm water to Ballona Creek; this well system will substantially reduce contaminated storm water discharges to Ballona Creek, effectively addressing currently uncontrolled pollution sources. This project will provide benefits to south central Los Angeles neighborhoods adversely affected by the alleged violations at issue in this matter.	\$1,000,000
Old Oak Road Bio-swale Project	This project is located in Santa Monica Canyon, a rural area within Los Angeles, near a number of small stables. This project will consist of constructing 10-14 bio-swales to capture and treat contaminated run-off water with high potential to contribute bacteria, nutrients, and other contaminants from the horse stables in the area to the discharge area in the vicinity of Will Rogers State Beach. Additionally, several local roads will be resurfaced to direct run-off to the bio-swales.	\$700,000

1 2 3 4 5 6 7 8 9 10 11 12	North Hollywood Alley Retrofit Project	This project will retrofit an existing alleyway in the San Fernando Valley. The project will consist of the construction of pervious surfaces in the drainage flow lines of the alleys to capture storm water flows and infiltrate the captured flows into the local San Fernando Valley groundwater basin. The storm water pollutants will be filtered and removed in the upper 20 feet of the site soils and will not reach the ground water table that is approximately 200 feet below existing grade in the project area. This project will provide recharge to the seriously depleted groundwater basin while also reducing the amount of polluted storm water runoff reaching downstream areas.	\$100,000
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13 III. Certification:

14 The City certifies that (a) the same specific activity as  
15 the proposed SEPs in amended paragraph 87 are not already being  
16 funded and could not be funded under the terms or scope of work  
17 of an open federal financial transaction with another federal  
18 agency and (b) that the same activity has not been described in  
19 an unsuccessful federal financial assistance transaction proposal  
20 submitted to EPA within two years of execution of this  
21 modification by the City of Los Angeles (unless the project was  
22 barred from funding as statutorily ineligible).

24 IV. All other provisions of the Settlement Agreement shall  
25 remain in effect.

26 V. None of the Plaintiffs shall be eligible for, nor shall  
27  
28

1 the City be liable for, attorneys fees or any other penalties or  
2 liquidated damages as a result of this Modification.

3 VI. Each undersigned representative of the City, the  
4 Regional Board, Baykeeper, the Intervenors, and the Assistant  
5 Attorney General for the Environment and Natural Resources  
6 Division of the Department of Justice certifies that he or she is  
7 fully authorized to enter into the terms and conditions of this  
8 Modification to the Settlement Agreement and to execute and  
9 legally bind the Party he or she represents to this document.  
10

11 VII. This Modification may be signed in counterparts, and  
12 its validity shall not be challenged on that basis.

13 VIII. This Modification shall be lodged with this Court  
14 for a period of not less than 30 days for public notice and  
15 comment in accordance with 28 C.F.R. § 50.7. The United States  
16 and the Regional Board reserve the right to withdraw or withhold  
17 their consent if the comments regarding the Modification disclose  
18 facts or considerations indicating that the Modification is  
19 inappropriate, improper, or inadequate. The City consents to  
20 entry of this Modification without further notice and agrees not  
21 to withdraw from or oppose entry of this Modification by this  
22 Court or to challenge any provision of the Modification, unless  
23 the United States and the Regional Board have notified the City  
24 in writing that they no longer support entry of the Modification.  
25

26 IX. This Modification to the Settlement Agreement  
27 constitutes the final, complete and exclusive agreement and  
28

1 understanding among the Parties with respect to the Modification  
2 of the Settlement Agreement, and this Modification to the  
3 Settlement Agreement supercedes all prior agreements and  
4 understandings, whether oral or written concerning the  
5 Modification embodied herein. Other than Deliverables that are  
6 to be subsequently submitted pursuant to this Modification to the  
7 Settlement Agreement, no other document and no other  
8 representation, inducement, agreement, understanding, or promise  
9 constitutes any part of this Modification to the Settlement  
10 Agreement or the settlement it represents, nor shall they be used  
11 in construing the terms of this Modification to the Settlement  
12 Agreement.  
13

14  
15 Dated and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2013.  
16  
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18 \_\_\_\_\_  
19 RONALD S.W. LEW  
20 SENIOR UNITED STATES DISTRICT JUDGE  
21 Central District of California  
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1 WE HEREBY CONSENT to this Third Modification to Settlement  
2 Agreement, subject to the public notice and comment provisions of  
3 28 C.F.R. § 50.7:

4 For Plaintiff the United States of America:

5  
6 Dated: July 22, 2013



ELLEN M. MAHAN  
Deputy Section Chief  
Environmental Enforcement  
Section  
Environment & Natural  
Resources Division  
U.S. Department of Justice

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10  
11 Dated: 7/22/13



LORI JONAS (Bar No. 158268)  
Senior Attorney  
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15 Attorneys for Plaintiff  
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WE HEREBY CONSENT to this Third Modification to Settlement Agreement subject to the provisions of Paragraph VIII:

For Plaintiff People of the State of California ex rel. California Regional Water Quality Control Board, Los Angeles Region:

KAMALA D. HARRIS  
Attorney General of the State  
Of California

Dated: March 14, 2013

Marilyn H. Levin  
MARILYN H. LEVIN (Bar No. 92800)  
Deputy Attorney General  
300 South Spring Street  
11<sup>th</sup> Floor, North Tower  
Los Angeles, CA 90013

Attorneys for Plaintiff People of the State of California ex rel. California Regional Water Quality Control Board, Los Angeles Region

Dated: March 14, 2013

Samuel Unger  
SAMUEL UNGER  
Executive Officer  
California Regional Water Quality Control Board, Los Angeles Region

1  
2 WE HEREBY CONSENT to this Third Modification to Settlement  
3 Agreement:

4 For Plaintiff Santa Monica Baykeeper:

5  
6 Dated: 3/12/13

  
\_\_\_\_\_  
LIZ CROSSON  
Baykeeper  
Santa Monica Baykeeper  
120 Broadway  
Suite 105  
Santa Monica, CA 90401

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1 WE HEREBY CONSENT to this Third Modification to Settlement  
2 Agreement:

3 For Plaintiff the United States of America:

4  
5 Dated: March 13, 2013 Kathleen Salvaty  
6 KATHLEEN SALVATY  
7 English, Munger & Rice  
8 1541 Wilshire Blvd., Suite 508  
9 Los Angeles, CA 90017

10 Dated: March 13, 2013 Robert Garcia  
11 ROBERT GARCIA  
12 President and Counsel  
13 The City Project  
14 1055 Wilshire Blvd.  
15 Suite 1660  
16 Los Angeles, CA 90017

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28 Attorneys for Intervenors

1 WE HEREBY CONSENT to this Third Modification to Settlement  
2 Agreement:

3 For Defendant City of Los Angeles:

4 CARMEN A. TRUTANICH  
5 City Attorney (Bar No. 86629)

6  
7 Dated: 6-28-13



8 EDWARD JORDAN  
9 (Bar No. 180390)  
10 Assistant City Attorney  
11 Los Angeles City Attorney's  
12 Office  
13 800 City Hall East  
14 200 N. Spring Street  
15 Los Angeles, CA 90012

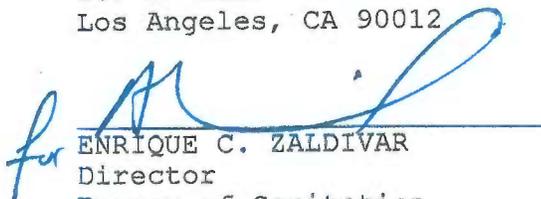
16 Attorneys for Defendant, City  
17 of Los Angeles

18  
19 Dated: 6-28-13



20 CAPRI W. MADDOX  
21 President  
22 Board of Public Works  
23 City of Los Angeles  
24 200 N. Main Street  
25 Los Angeles, CA 90012

26  
27 Dated: 6-28-13



28 ENRIQUE C. ZALDIVAR  
Director  
Bureau of Sanitation  
City of Los Angeles  
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