

LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD

ORDER NO. R4-2024-0007

In the Matter of:

Long Beach Generation, LLC

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

I. Introduction

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order or Order) is entered into by and between the 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 Long Beach Generation, LLC (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 Long Beach Generating Station (hereinafter, Facility), an electric power generation facility located at 2665 Pier S Lane in Long Beach, California. The Facility discharges wastewater comprised of groundwater from dewatering systems, stormwater, and intermittent low volume wastes to the Back Channel of the Long Beach Harbor, a segment of the Long Beach Inner Harbor, a water of the United States.

3. Discharges from the Facility were regulated by Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) permit, Order No. R4-2016-0121, NPDES No. CA0001171, which became effective on May 1, 2016 and expired on April 30, 2021.

4. Order No. R4-2016-0121 was administratively continued until the effective date of Order No. R4-2022-0159 on June 1, 2022. Order No. R4-2022-0159 supersedes Order No. R4-2016-0121, except for enforcement purposes.

5. Water Code section 13385, subdivisions (h) and (i) require assessment of mandatory penalties and state, in part, the following:

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

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability

Order No. R4-2024-0007

Long Beach Generation, LLC

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.

6. As shown in Attachment A, herein incorporated by reference, the Discharger committed ten (10) serious Group I violations, forty-eight (48) serious Group II violations, and seventeen (17) non-serious violations of the effluent limitations contained in Order No. R4-2016-0121 and Order No. R4-2022-0159 from August 2016 through September 2023. The ten (10) serious Group I violations are subject to mandatory minimum penalties (MMPs) under Water Code section 13385, subdivision (h), because measured concentrations of Group I pollutants exceeded effluent limitations by 40 percent or more. The forty-eight (48) serious Group II violations are subject to MMPs under Water Code section 13385, subdivision (h), because measured concentrations of Group II pollutants exceeded effluent limitations by 20 percent or more. Nine (9) 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.

7. 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,

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability

Order No. R4-2024-0007

Long Beach Generation, LLC

for adoptions as an Order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.

8. 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 one thousand dollars (\$201,000). 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:

8. **Jurisdiction:** The Parties agree that the Regional Water Board has subject matter over jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulation.
9. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability in the amount of **two hundred one thousand dollars (\$201,000)** 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 **thirty-nine thousand dollars (\$39,000)** to the State Water Resources Control Board (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
Division of Administrative Services, Accounting Branch
Attn: ACL PAYMENT
P.O. Box 1888
Sacramento, California 95812-1888

The Discharger shall provide a copy of the check via email to the State Water Board, Office of Enforcement (Susan.Ma@waterboards.ca.gov) and the Regional Water Board (John.Salguero@waterboards.ca.gov).

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

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability

Order No. R4-2024-0007

Long Beach Generation, LLC

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 settlements shall be approved by the Water Boards that fund a 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 (revised August 8, 2023) memorandum on approving disadvantaged community and environmental justice SEPs greater than 50 percent of the total monetary assessment, more than 50 percent of the total monetary assessment here may be dedicated to the SEPs described in Attachments B and C because the SEPs are located in and/or benefits a disadvantaged community. The Prosecution Team provided written notification of the SEPs to the Director of OE and obtained approval for the SEPs to exceed 50 percent of the administrative civil liability. Therefore, the remaining administrative civil liability amount of one hundred sixty-two thousand dollars (\$162,000) is directed to the SEPs identified in Paragraph 9.c below.

- c. The Parties agree that the remaining **one hundred sixty-two thousand dollars (\$162,000)** (SEP Amount) of the administrative civil liability shall be paid to the Rose Foundation for Communities and the Environment (Rose Foundation) for implementation of two 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 San Gabriel Valley Conservation Corps' (SGVCC) Sante Fe Dam-San Gabriel River Bike Trail: Trash Reduction and Education Program SEP described in Attachment B.
 - ii. The Parties agree that **sixty-two thousand dollars (\$62,000)** shall be paid to the Rose Foundation for implementation of Heal the Bay's Recreational Water Quality Monitoring and Outreach Project SEP described in Attachment C.
 - iii. SGVCC and Heal the Bay shall be referred to as the SEP Implementing Party, respectively, and as SEP Implementing Parties, collectively.

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability

Order No. R4-2024-0007

Long Beach Generation, LLC

- iv. No later than 30 days after the Regional Water Board, or its delegee, signs this Order, the Discharger shall submit a check for **one hundred sixty-two thousand dollars (\$162,000)** to the Rose Foundation. The check shall be made payable to the “Rose Foundation for Communities and the Environment”, reference the Order number on the page one of this Order, and be mailed to:

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

The Discharger shall provide a copy of the check via email to the State Water Board, Office of Enforcement (Susan.Ma@waterboards.ca.gov) and the Regional Water Board (John.Salguero@waterboards.ca.gov).

10. **Regional Water Board Resolution No. R19-007:** The SEPs were approved, in concept, by Regional Water Board Resolution No. R19-007 and included on the Regional Water Board’s 2019 and 2021 Disadvantaged Community Supplemental Environmental Project List (DAC SEP List). SGVCC’s Sante Fe Dam-San Gabriel River Bike Trail: Trash Reduction and Education Program and Heal the Bay’s Recreational Water Quality Monitoring and Outreach Project were included on both the 2019 and 2021 DAC SEP Lists. Since its last inclusion in the 2021 DAC SEP List, the SGVCC SEP (previously titled, Watershed and Forest Revitalization Project) total project cost and duration remains unchanged at \$100,000 and 18 months. Since its last inclusion in the 2021 DAC SEP List, the Heal the Bay SEP has narrowed in scope to include monitoring in the lower Los Angeles River only; as a result, the total project cost is now \$62,000 and project duration is 8 months.
11. **SEP Requirements:** The Parties agree that the SEP amount specified in Paragraph 9.c is for the SEPs identified in Attachments B and C and that the amount associated with each 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 for each SEP, including milestones, budgets, and performance measures are attached as Attachments B and C.
12. **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 within a 50-mile radius of the location of the violations.
13. **SEP Categories:** The SEP Policy provides for seven categories of SEPs. (SEP Policy, section V). SGVCC’s Sante Fe Dam-San Gabriel River Bike Trail: Trash Reduction and Education Program SEP falls under the “Pollution Prevention”,

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability

Order No. R4-2024-0007

Long Beach Generation, LLC

“Pollution Reduction” and “Environmental Restoration and Protection” categories. Heal the Bay’s Recreational Water Quality Monitoring and Outreach Project SEP falls under the “Public Health” and “Assessment and Audits” categories.

14. **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 SEP. The Rose Foundation’s oversight costs are included in the direct costs of the SEP as allowed under section VIII.G. of the SEP Policy since the SEP directly benefits disadvantaged communities. Oversight costs are within the 10 percent limit for SEPs performed by third party administrators. (SEP Policy, section VIII.G.)

15. **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 and C. The Quarterly Reports must describe the tasks completed during the previous quarter, whether the SEP Implementing Parties are in compliance with the milestones and deadlines contained in Attachments B and C, and if not, the cause(s) of the delay(s) and the anticipated date of compliance with this Stipulated Order. The Quarterly Reports may also include descriptions and photos of activities completed during the previous quarter and an analysis of the SEPs’ progress.
- b. **Certification of SEP Completion:** No later than the deadlines contained in Attachments B and C, the Rose Foundation, on the Discharger’s behalf, must submit a final report for each SEP 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 outcomes(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 completions may include photographs, invoices, receipts, certification, and other materials reasonably necessary for the Regional Water Board to evaluate SEP completion and the costs incurred.

16. **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.
17. **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.
18. **No Benefit to Regional Water Board Functions, Members, or Staff:** The SEPs included in this Stipulated Order provide no direct fiscal benefit to the Regional Water Board's functions, its members, its staff, or any family member of staff.
19. **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.
20. **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.
21. **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 method described in Paragraph 9.a. Payment of the Difference shall satisfy the Discharger's obligations to implement the SEPs.

- 22. Failure to Complete the SEP:** If a SEP is not fully implemented by the SEP Completion Dates listed in Attachments B and C, or if there has been a material failure to satisfy a project milestone, the Executive Officer shall issue a “Notice of Failure to Complete SEP.” The amount of suspended liability owed shall be determined via a Motion for Payment of Suspended Liability before the 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 9.a. Payment of the assessed amount shall satisfy the Discharger’s obligations to implement the SEP.
- 23. Replacement SEP:** If there is a material failure, in whole or in part, to perform the SEPs described in Paragraph 9.c, due to circumstances beyond the control of the Discharger, Rose Foundation, and/or the SEP Implementing Parties, and the Regional Water Board does not move to collect the Payment of Suspended Liability amount as provided in Paragraph 22 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 9.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. 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 complies 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 22. The Discharger shall not have an opportunity to propose a second Replacement SEP should it fail to complete the Replacement SEP for any reason.
- 24. Regional Water Board Acceptance of Completed SEP:** Upon the Discharger’s satisfaction of its obligations under this Stipulated Order, the completion of the SEPs

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability

Order No. R4-2024-0007

Long Beach Generation, LLC

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.

25. Compliance with Applicable Law 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.

26. Party Contacts for Communications Related to Stipulated Order:

For the Regional Water Board:

John Salguero

Environmental Scientist

Los Angeles Regional Water Quality Control Board

320 West 4th Street, Suite 200

Los Angeles, CA 90013

(213) 620-2273

John.Salguero@waterboards.ca.gov

For the Discharger:

Adam Rogge

Regional Environmental Manager

Consolidated Asset Management Services, LLC

910 Louisiana Street, Suite 2400

Houston, Texas 77002

(303) 945-1060

arogge@camsops.com

27. Attorney's Fees and Costs: Except as otherwise provided herein, each Party shall bear all attorney's fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

28. 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 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.

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability
Order No. R4-2024-0007
Long Beach Generation, LLC

29. **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.
30. **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 Stipulated Order.
31. **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.
32. **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.
33. **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.
34. **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.
35. **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

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability

Order No. R4-2024-0007

Long Beach Generation, LLC

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. Objection 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.

36. **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.

37. **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.

38. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulation and Order.

39. **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.

40. **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

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability

Order No. R4-2024-0007

Long Beach Generation, LLC

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.

41. 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.

42. Severability: This Stipulated Order is severable; should any provision be found invalid, the remainder shall remain in full force and effect.

43. 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.

44. Counterpart Signatures: This Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability
Order No. R4-2024-0007
Long Beach Generation, LLC

IT IS SO STIPULATED

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

By: _____
Russ Colby
Acting Assistant Executive Officer

_____ Date

Long Beach Generation, LLC

By: Robert Suida
Robert Suida
Plant Manager

04/01/2024
Date

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability

Order No. R4-2024-0007

Long Beach Generation, LLC

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, section 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.

Susana Arredondo
Executive Officer
Los Angeles Regional Water Quality Control Board

Date

Attachment A: Effluent Limitation Violations
Attachment B: San Gabriel Valley Conservation Corps Sante Fe Dam-San Gabriel River Bike Trail: Trash Reduction and Education Program SEP
Attachment C: Heal the Bay Recreational Water Quality Monitoring and Outreach Project SEP

Attachment A:
Effluent Limit Violations

Attachment A – Effluent Limit Violations
 Effluent Limit Violations

Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious/ Chronic	Water Code Section 13385	Penalty
08/15/16	3rd Quarter 2016	Daily Maximum	Chronic Toxicity	Fail and 53.81% Effect	Pass or % Effect <50	Pass or Fail, % Effect	NA	NA	NA	(i)1	\$0*
08/30/16	3rd Quarter 2016	Daily Maximum	Chronic Toxicity	Fail and 50.81% Effect	Pass or % Effect <50	Pass or Fail, % Effect	NA	NA	NA	(i)1	\$0*
08/31/16	3rd Quarter 2016	Monthly Median	Chronic Toxicity	Fail	Pass or % Effect <50	Pass or Fail, % Effect	NA	NA	NA	(i)1	\$0*
10/18/16	4th Quarter 2016	Daily Maximum	Chronic Toxicity	Fail and 100% Effect	Pass or % Effect <50	Pass or Fail, % Effect	NA	NA	NA	(i)1	\$0*
11/10/16	4th Quarter 2016	Daily Maximum	Ammonia	2.4	1.8	mg/L	1	33%	Chronic	(i)1	\$0
11/22/16	4th Quarter 2016	Daily Maximum	Ammonia	2.8	1.8	mg/L	1	56%	Serious	(h)1	\$3,000
11/30/16	4th Quarter 2016	Monthly Average	Ammonia	1.6	0.73	mg/L	1	119%	Serious	(h)1	\$3,000
12/22/16	4th Quarter 2016	Daily Maximum	Copper	13.6	6.8	µg/L	2	100%	Serious	(h)1	\$3,000
12/22/16	4th Quarter 2016	Daily Maximum	Total Suspended Solids	242	75	mg/L	1	223%	Serious	(h)1	\$3,000

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability
Order No. R4-2024-0007
Long Beach Generation, LLC

Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious/Chronic	Water Code Section 13385	Penalty
12/22/16	4th Quarter 2016	Daily Maximum	TCDD Equivalents	1.05E-05	2.80E-08	µg/L	2	37,400%	Serious	(h)1	\$3,000
12/22/16	4th Quarter 2016	Daily Maximum	TCDD Equivalents	2.63E-08	1.00E-09	lbs/day	2	2,530%	Serious	(h)1	\$3,000
12/31/16	4th Quarter 2016	Monthly Average	Copper	7	2.7	µg/L	2	159%	Serious	(h)1	\$3,000
12/31/16	4th Quarter 2016	Monthly Average	TCDD Equivalents	1.05E-05	1.40E-08	µg/L	2	74,900%	Serious	(h)1	\$3,000
12/31/16	4th Quarter 2016	Monthly Average	TCDD Equivalents	2.63E-08	5.00E-10	lbs/day	2	5,160%	Serious	(h)1	\$3,000
01/09/17	1st Quarter 2017	Daily Maximum	Copper	13.6	6.8	µg/L	2	100%	Serious	(h)1	\$3,000
01/09/17	1st Quarter 2017	Daily Maximum	Ammonia	2	1.8	mg/L	1	11%	Chronic	(i)1	\$3,000
01/09/17	1st Quarter 2017	Daily Maximum	Settleable Solids	0.7	0.3	mL/L	1	133%	Serious	(h)1	\$3,000
01/09/17	1st Quarter 2017	Daily Maximum	Total Suspended Solids	179	75	mg/L	1	139%	Serious	(h)1	\$3,000
01/09/17	1st Quarter 2017	Daily Maximum	Turbidity	240	75	NTU	NA**	220%	Chronic	(i)1	\$3,000
01/09/17	1st Quarter 2017	Daily Maximum	TCDD Equivalents	7.80E-06	2.80E-08	µg/L	2	27,757%	Serious	(h)1	\$3,000
01/09/17	1st Quarter 2017	Daily Maximum	TCDD Equivalents	2.69E-08	1.00E-09	lbs/day	2	2,590%	Serious	(h)1	\$3,000

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability
Order No. R4-2024-0007
Long Beach Generation, LLC

Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious/ Chronic	Water Code Section 13385	Penalty
01/19/17	1st Quarter 2017	Daily Maximum	Copper	10.1	6.8	µg/L	2	49**%	Serious	(h)1	\$3,000
01/19/17	1st Quarter 2017	Daily Maximum	Total Suspended Solids	90	75	mg/L	1	20%	Chronic	(i)1	\$3,000
01/19/17	1st Quarter 2017	Daily Maximum	Turbidity	77	75	NTU	NA**	3%	Chronic	(i)1	\$3,000
01/31/17	1st Quarter 2017	Monthly Average	Turbidity	106	50	NTU	NA**	112%	Chronic	(i)1	\$3,000
01/31/17	1st Quarter 2017	Monthly Average	Copper	8.2	2.7	µg/L	2	204%	Serious	(h)1	\$3,000
01/31/17	1st Quarter 2017	Monthly Average	Zinc	108	59	µg/L	2	83%	Serious	(h)1	\$3,000
01/31/17	1st Quarter 2017	Monthly Average	Ammonia	1.9	0.73	mg/L	1	160%	Serious	(h)1	\$3,000
01/31/17	1st Quarter 2017	Monthly Average	Settleable Solids	0.2	0.1	mL/L	1	100%	Serious	(h)1	\$3,000
01/31/17	1st Quarter 2017	Monthly Average	Total Suspended Solids	90	50	mg/L	1	80%	Serious	(h)1	\$3,000
01/31/17	1st Quarter 2017	Monthly Average	TCDD Equivalents	7.80E-06	1.40E-08	µg/L	2	5,5614%	Serious	(h)1	\$3,000
01/31/17	1st Quarter 2017	Monthly Average	TCDD Equivalents	2.69E-08	5.00E-10	lbs/day	2	5,280%	Serious	(h)1	\$3,000
01/31/17	1st Quarter 2017	Monthly Median	Chronic Toxicity	Fail and 76% Effect	Pass or % Effect <50	Pass or Fail, % Effect	NA	NA	NA	(i)1	\$0*

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability
Order No. R4-2024-0007
Long Beach Generation, LLC

Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious/Chronic	Water Code Section 13385	Penalty
02/03/17	1st Quarter 2017	Daily Maximum	Copper	104	6.8	µg/L	2	1,429%	Serious	(h)1	\$3,000
02/03/17	1st Quarter 2017	Daily Maximum	Copper	0.76	0.24	lbs/day	2	217%	Serious	(h)1	\$3,000
02/03/17	1st Quarter 2017	Daily Maximum	Lead	19.8	16	µg/L	2	24%	Serious	(h)1	\$3,000
02/03/17	1st Quarter 2017	Daily Maximum	Nickel	282	15	µg/L	2	1,780%	Serious	(h)1	\$3,000
02/03/17	1st Quarter 2017	Daily Maximum	Nickel	2.06	0.54	lbs/day	2	281%	Serious	(h)1	\$3,000
02/03/17	1st Quarter 2017	Daily Maximum	Zinc	285	158	µg/L	2	80%	Serious	(h)1	\$3,000
02/03/17	1st Quarter 2017	Daily Maximum	Turbidity	170	75	NTU	NA**	127%	Chronic	(i)1	\$3,000
02/28/17	1st Quarter 2017	Monthly Average	Turbidity	85	50	NTU	NA**	70%	Chronic	(i)1	\$3,000
02/28/17	1st Quarter 2017	Monthly Average	Copper	52	2.7	µg/L	2	1,826%	Serious	(h)1	\$3,000
02/28/17	1st Quarter 2017	Monthly Average	Copper	0.38	0.097	lbs/day	2	292%	Serious	(h)1	\$3,000
02/28/17	1st Quarter 2017	Monthly Average	Lead	9.9	6.0	µg/L	2	65%	Serious	(h)1	\$3,000
02/28/17	1st Quarter 2017	Monthly Average	Nickel	141	6.3	µg/L	2	2,138%	Serious	(h)1	\$3,000
02/28/17	1st Quarter 2017	Monthly Average	Zinc	143	59	µg/L	2	142%	Serious	(h)1	\$3,000

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability
Order No. R4-2024-0007
Long Beach Generation, LLC

Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious/Chronic	Water Code Section 13385	Penalty
12/06/18	4 th Quarter 2018	Daily Maximum	Copper	31.8	6.8	µg/L	2	368%	Serious	(h)1	\$3,000
12/06/18	4 th Quarter 2018	Daily Maximum	Copper	0.554	0.24	lbs/day	2	131%	Serious	(h)1	\$3,000
12/06/18	4 th Quarter 2018	Daily Maximum	TCDD Equivalents	4.4E-06	2.80E-08	µg/L	2	15,614%	Serious	(h)1	\$3,000
12/06/18	4 th Quarter 2018	Daily Maximum	TCDD Equivalents	7.60E-08	1.00E-09	lbs/day	2	7,500%	Serious	(h)1	\$3,000
12/31/18	4 th Quarter 2018	Monthly Average	Copper	16.3	2.7	µg/L	2	504%	Serious	(h)1	\$3,000
12/31/18	4 th Quarter 2018	Monthly Average	Copper	0.279	0.097	lbs/day	2	188%	Serious	(h)1	\$3,000
12/31/18	4 th Quarter 2018	Monthly Average	TCDD Equivalents	4.4E-06	1.40E-08	µg/L	2	31,329%	Serious	(h)1	\$3,000
12/31/18	4 th Quarter 2018	Monthly Average	TCDD Equivalents	7.60E-08	5.0E-10	lbs/day	2	15,100%	Serious	(h)1	\$3,000
1/17/19	1 st Quarter 2019	Daily Maximum	TCDD Equivalents	1.2E-06	2.80E-08	µg/L	2	4,186%	Serious	(h)1	\$3,000
01/17/19	1 st Quarter 2019	Daily Maximum	TCDD Equivalents	1.20E-08	1.00E-09	lbs/day	2	1,100%	Serious	(h)1	\$3,000
01/31/19	1 st Quarter 2019	Monthly Average	TCDD Equivalents	1.2E-06	1.40E-08	µg/L	2	8,471%	Serious	(h)1	\$3,000
01/31/19	1 st Quarter 2019	Monthly Average	TCDD Equivalents	1.20E-08	5.0E-10	lbs/day	2	2,300%	Serious	(h)1	\$3,000
02/14/19	1 st Quarter 2019	Daily Maximum	Copper	10.3	6.8	µg/L	2	51%	Serious	(h)1	\$3,000

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability
Order No. R4-2024-0007
Long Beach Generation, LLC

Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious/Chronic	Water Code Section 13385	Penalty
02/14/19	1st Quarter 2019	Daily Maximum	Copper	0.294	0.24	lbs/day	2	23%	Serious	(h)1	\$3,000
12/31/21	4th Quarter 2021	Monthly Average	Ammonia as N	0.885	0.73	mg/L	1	21%	Chronic	(i)1	\$0
11/01/22	4th Quarter 2022	Daily Maximum	Cyanide	5.28	1.0	µg/L	2	428%	Serious	(h)1	\$3,000
01/11/23	1st Quarter 2023	Daily Maximum	Settleable Solids	2.75	0.3	mL/L	1	817%	Serious	(h)1	\$3,000
01/11/23	1st Quarter 2023	Daily Maximum	Turbidity	140	75	NTU	NA**	87%	Chronic	(i)1	\$0
01/13/23	1st Quarter 2023	Daily Maximum	Total Suspended Solids	195	75	mg/L	1	160%	Serious	(h)1	\$3,000
03/21/23	1st Quarter 2023	Daily Maximum	Mercury	0.586	0.004	µg/L	2	14,550%	Serious	(h)1	\$3,000
03/21/23	1st Quarter 2023	Daily Maximum	Mercury	0.00123	0.00014	lbs/day	2	779%	Serious	(h)1	\$3,000
03/21/23	1st Quarter 2023	Daily Maximum	Copper	16.7	5.5	µg/L	2	204%	Serious	(h)1	\$3,000
03/21/23	1st Quarter 2023	Daily Maximum	Zinc	185	136	µg/L	2	36%	Serious	(h)1	\$3,000
03/31/23	1st Quarter 2023	Monthly Average	Mercury	0.196	0.004	µg/L	2	4,800%	Serious	(h)1	\$3,000
03/31/23	1st Quarter 2023	Monthly Average	Mercury	0.000415	0.00014	lbs/day	2	196%	Serious	(h)1	\$3,000

Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious/Chronic	Water Code Section 13385	Penalty
03/31/23	1st Quarter 2023	Monthly Average	Copper	5.22	1.6	µg/L	2	226%	Serious	(h)1	\$3,000
03/31/23	1st Quarter 2023	Monthly Average	Zinc	49	42	µg/L	2	17%	Chronic	(i)1	\$3,000
05/03/23	2nd Quarter 2023	Daily Maximum	Total Suspended Solids	86.8	75	mg/L	1	16%	Chronic	(i)1	\$3,000
09/30/23	3rd Quarter 2023	Monthly Average	Nickel	5.52	2.9	µg/L	2	90%	Serious	(h)1	\$3,000

Total: \$201,000

*** Pursuant to California Water Code §13385, subdivision (i), a violation of a toxicity effluent limitation is required to be assessed for mandatory minimum penalties if the waste discharge requirements (WDRs) do not contain pollutant-specific effluent limitations for toxic pollutants. Order Nos. R4-2016-0121 and R4-2022-0159 contain pollutant-specific effluent limitations for toxic pollutants; hence, mandatory minimum penalties are not assessed for these violations.**

**** OEV – Other Effluent Violation.**

Attachment B

San Gabriel Valley Conservation Corps SEP
Sante Fe Dam-San Gabriel River Bike Trail: Trash Reduction and
Education Program



San Gabriel Valley Conservation Corps

LA Community Water Justice Grants Program

SANTA FE DAM SAN GABRIEL RIVER BIKE TRAIL - TRASH REDUCTION AND EDUCATION PROGRAM

Applicant: *San Gabriel Valley Conservation Corps (SGVCC)*

Contact: *Norma Quinones, Executive Director, San Gabriel Valley Conservation Corps (626) 655-0015.*

exec@sgvccorp.org

Project Title: Santa Fe Dam San Gabriel River Bike Trail - Trash Reduction and Education Program

Amount Requested: \$100,000

Project duration: *18 months*

Project Description: *Please summarize your proposed project. Include overall project description, locations of activities, and identify communities served by/involved in the project. (not to exceed 2 pages).*

The San Gabriel Valley Conservation Corps (SGVCC) is a local 501(c)(3) non-profit organization located in the San Gabriel Valley that helps disadvantaged youth develop the motivation, self-confidence, work skills, and education necessary to take advantage of an opportunity to succeed in life. SGVCC currently serves approximately 300 participants a year through our high school diploma and work-learn training program. Specifically, our Environmental Services team trains transitional age youth (ages 18-26) to protect and maintain the urban environment. Participants, also known as Corps members, learn about conservation and preservation, including restoration of watersheds, parks, open spaces, natural habitats, and ecosystems. They also acquire skills in building trails, controlling erosion, identifying native plants, planting trees, and learning how to remove invasive non-native plants. While enrolled in this program, participants continue to further their education.

In this Supplemental Environmental Project (SEP), SGVCC will provide public education and a trash reduction project designed to improve the water quality of the San Gabriel River. The San Gabriel River has excessive organic loads, which impact fish habitat. The project area is located in a disadvantaged community (DAC) along a stretch of the San Gabriel River that intersects the Santa Fe Dam, between Irwindale



San Gabriel Valley Conservation Corps

Avenue and Arroyo Highway. The project area has a percentile score of 83 based on the CalEnviroScreen 4.0 database, indicating a high pollution burden.

SGVCC has entered a long-term lease agreement with Los Angeles County Parks and Recreation (County Parks) to redevelop a historic Boy Scout campground into an organic 6-acre urban farm that will preserve and revitalize native habitats. Active SGV, County Parks, and SGVCC has also jointly submitted a proposal for a bicycle mobility hub at Santa Fe Dam to activate the northern part of the recreation area. We anticipate the farm and bicycle hub will attract a significant increase in visitors. Hence, it is important to develop a trash reduction plan, develop messages on how to lessen the pollution burden, and educate visitors with panels that we will design and produce.

This SEP will consist of three components: public education, a working group to encourage coordination with public agencies, and trash reduction and monitoring program to be implemented by SGVCC. We have identified 10 potential sites (refer to attached map) for cleaning, monitoring, trash removal, and signage. Interpretive and educational panels will be designed and installed throughout the project area. Of the 10 sites to be monitored, we expect to design and install 8 panels. The exact locations for the panels, the exact number of panels, and the exact content and message will be determined when we have gathered adequate site analyses and input from the working group (Los Angeles County Flood Control District, Los Angeles County Parks, U.S. Army Corps of Engineers, Active SGV, and the San Gabriel Mountains Conservancy). Panels are meant to educate visitors and the homeless park users on the importance of keeping our rivers clean, provide information on the San Gabriel River relating to water infrastructure, provide wayfinding signage to park amenities such as restrooms, water, and trash bins, and provide other content related to our study of the site's needs and recommendations by the working group. Second, the SGVCC will conduct biweekly inspections and monitor trash on the northern portion of the park's natural lands (north of site 4, refer to attached map) to determine sources of pollution. We will develop a work plan where we remove trash monthly and will host one community clean up at a location to be determined by SGVCC within the SEP area. Third, SGVCC will form a working group with the agencies identified above to discuss and train Corps members using best management practices.

Location of activities: The proposed locations of activities are depicted in the attached map, including: north of the Santa Fe Dam; between the San Gabriel River and the pedestrian paths in the east; past the Bike Trail to the Farm and Nature Center; between Irwindale Boulevard and Arrow Highway. Actual locations may differ from the proposed locations depending on site conditions.



San Gabriel Valley Conservation Corps

Site 1: 34.119465, -117.937418. Local storm drain/culvert by the Santa Fe Dam northern entrance that gets stagnant water and accumulates trash. We will record trash and use the findings to advocate for redesign with County Parks as they are getting ready to redesign the whole northern entrance on Peckham Road. This drain accumulates runoff water from businesses along First Street which is in the City of Irwindale.

Site 2: TBD. Southeast of SGVCC Organic Farm, we have observed what looks like an unofficial dump. We propose to record, measure, and remove trash at this location and add non-source pollution controls like signage to restrooms and trash cans. This is a proposed panel location.

Site 3: 34.118523, -117.943785. Proposed panel location that could provide directions to non-source pollutant controls in the park such as trash cans.

Site 4: 34.121307, -117.953718. This would be a spot approximately 1/2 mile north of the Nature Center, for wayfinding and educational panel about the SEP.

Site 5: 34.125500, -117.951367. This is a spot along the path to the bike trail we want to follow to the riverbed. Moving north we expect to see confluences of camps, rivers, dry stream beds, and bike trail. Potential panel location.

Site 6: 34.131045, -117.948743. On the northern edge of the Santa Fe Dam Recreation Area, near 210 Freeway to determine the origin of trash and organic material polluting the water. Possible panel here.

Site 7: 34.118612, -117.957998. This southern site is adjacent to the San Gabriel River bike trail, previously observed to be a dump site. Possible source and non-source pollution controls here like educational panel and/or trash can location.

Site 8: 34.112866, -117.969371. South toward Santa Fe Dam Park in the riverbed. We expect to find sources of organics entering the riverbed. We will propose a panel and/or trash can location and possibly at the source of the pollution.

Site 9: 34.119103, -117.943496. SGVCC organic urban farm site, proposed information board. One panel introducing the public to the SEP and trash reduction campaign here in a very visible location for visitors would be an effective strategy.

Site 10: 34.120430, -117.943366. Compost site will be developed by SGVCC in partnership with LA Compost to help mitigate compostable trash found throughout the project area and educate visitors on how to sustainably reduce trash and organics.



San Gabriel Valley Conservation Corps

All findings from the field observations will be reported to the working group to develop sustainable solutions.

Project Tasks:

- 1. Form a working group:** The working group will assess the sources of trash and organic sources of pollution in this stretch of the San Gabriel River, develop strategies for reducing trash and pollution, and provide input on where to locate the educational panels. The goal is for the working group to meet monthly and develop a best management practices manual that will be made available to public agencies and other stakeholders (see project task 4 below).
- 2. Design, develop, and install panels:** SGVCC will seek input from the working group to produce and post up to 5-8 panels at the proposed sites. The panels will highlight the importance of water quality, water infrastructure, and public amenities. Additionally, the panels will speak to park users who leave trash and/or live in the park/riverbed.
- 3. Conduct bi-weekly site visits and monthly clean ups:** Every other week, SGVCC will inspect the 10 sites to identify and record problems and take them to the working group to compile a working maintenance and inspection form. SGVCC will also perform monthly clean ups in those areas as needed and one community clean up at sites to be determined by the working group.
- 4. Create a Best Management Practices Manual:** SGVCC and the working group will develop a training manual for managing stormwater debris and trash in the project area.
- 5. Reporting:** Quarterly reports will be written for the project duration to monitor and record program activities.



San Gabriel Valley Conservation Corps

Project Staff: *Please provide a roster of project staff, with a 1-2 sentence thumbnail describing each person's role in the project.*

- 1.** SGVCC Field Crew Supervisor: The Field Crew Supervisor oversees the Corps members, provides worksite supervision, mentorship, and guidance to Corps members and other workers and volunteers. They work with the Project Manager, Landscape Designer, and working group members to establish priorities for the crew and ensure that all project tasks listed above are completed.
- 2.** Corps members: Corps members report to the Field Crew Supervisor on-site to assist in all project tasks listed above. Through this work, Corps members gain skills and experience that lead to meaningful careers. They receive wrap-around social services, job training and a stipend.
- 3.** Transitional Subsidized Employment (TSE) workers: Funded through the Los Angeles County welfare system (GROW, CalWorks program), TSE workers are referred to work sites and paid by workforce agencies. They provide their own transportation and wear their own uniforms. We provide them with tools, personal protective gear, and job training supervision for general maintenance work at the SGVCC urban organic farm at Santa Fe Dam, 3-4 days a week.
- 4.** SGVCC Project Manager: The Project Manager will lead the working group, manage submittal of deliverables, write quarterly reports, prepare the best management practices manual, and help the Landscape Designer develop educational panels with input from the working group.
- 5.** SGVCC Landscape Designer: The Landscape Designer will create panels and solicit feedback from the working group as well as assist with final formatting and publication of the best management practices manual.
- 6.** SGVCC Case Manager: The Case Manager provides individual intake assessments and various social services to Corps members (including but not limited to): obtain a driver's license, resources on housing, and providing public transit vouchers; and helping with substance abuse issues.
- 7.** SGVCC Director of Operations: Reviews, approves and processes all purchases, timecards, and payments to vendors.
- 8.** SGVCC Executive Director: Meets with the team regularly, to provide leadership and updates on the direction of the SGVCC farm where the SEP will be located.



San Gabriel Valley Conservation Corps

Timeline & Deliverables: *Please identify tasks and deliverables for 25%, 50% 75%, and 100% completion milestones, and indicate a target completion date for each milestone expressed as a number of months from project initiation. Depending on your project work plan and project phases may not all be of equal length. Please express the timeline that will work best for your project. Provide a line-item budget for each task.*

SGVCC proposes a budget of \$100,000 to create a working group to collaborate and participate in creating a best management practices manual for public agencies and partners to use at Santa Fe Dam. We will invite Los Angeles County Department of Public Works to participate in developing the working group’s best management practices manual. SGVCC will do bi-weekly inspections at the outset of the project. Beginning in the fifth month, we will conduct monthly clean ups, and we will do one community clean up at sites to be determined by the working group. SGVCC will also design educational material and messages to reduce trash. These are the three components of the Santa Fe Dam - San Gabriel River Bike Trail Education in Trash Reduction program.

Timeline & Deliverables			
Milestone	Tasks	Deliverables	Budget Sub-total for Milestone
<p>25% Complete</p> <p>Date: Four months after funding is received</p>	<p>1. Form Working Group</p> <p>2. Panel Design: Education and Outreach</p> <p>3. Maintenance crew conducts bi-weekly inspections</p>	<p>1.1 Tour of Study Area</p> <p>1.2 List of agencies and members of the working group</p> <p>2.1 Submit draft panels ideas at 2nd working group Meeting.</p> <p>3.1 Draft maintenance and inspection form</p> <p>3.1.2 Final maintenance and inspection form</p> <p>3.2 Submit quarterly report(s)</p>	<p>\$22,500</p>



San Gabriel Valley Conservation Corps

	4. SGVCC Project Manager and maintenance crew to create a plan for inspections and maintenance		
<p>50% Complete</p> <p>Date: 10 months after funding is received</p>	<p>1. Working group identifies best management practices (BMPs) for removing litter and trash</p> <p>2. Continue panel design</p> <p>3. SGVCC Maintenance crew conducts bi-weekly inspections</p> <p>4. Draft Best Management Practices Manual</p> <p>5. Monthly clean ups (5)</p>	<p>2.1.2 First Draft artwork</p> <p>2.1.3 50% of artwork</p> <p>2.1.4 Share artwork with working group</p> <p>2.1.4 Project manager and landscape designer to conduct community engagement for input on artwork and messages.</p> <p>3.3 Submit quarterly report(s)</p> <p>4.1 First Draft Outline of Best Management Practices Manual</p>	\$22,500
<p>75% Complete</p> <p>Date: 14 months after funding is received</p>	<p>1. Working Group meeting</p> <p>2. Finalize and create panels</p> <p>3. SGVCC Maintenance crew conducts bi-weekly inspections</p> <p>4. Draft Best Management Practices Manual</p> <p>5. Monthly clean ups (3)</p>	<p>4.2 Second Draft to Best Management Practices Manual</p> <p>2.1.5 Final draft panel artwork for review and approval by working group</p> <p>2.1.6 Production of panels.</p> <p>3.3 Submit quarterly report(s)</p>	\$22,500



San Gabriel Valley Conservation Corps

<p>100% Complete Date: 18 months after funding is received</p>	<ol style="list-style-type: none"> 1. Working group meeting 2. Prepare interpretive panels, signs, posters, and brochures. 3. SGVCC maintenance crew conducts bi-weekly inspections 4. Finalize Best Management Practices Manual 5. Monthly clean ups (3) 5. Prepare Final Report (100%) 	<ol style="list-style-type: none"> 2.1.6 Installation of 5-8 panels and/or signs 2.1.7 Photos of installed panels, signs, posters, and brochures 3.10 Submit quarterly report(s) 4.3 Final Best Management Practices Manual 5. Submit Final Report- San Gabriel River bike trail BMP, Education and Trash Reduction - Program at Santa Fe Dam, from Irwindale to Baldwin Park Avenue 5.1 Distribute Best Management Practices Manual to working group and stakeholders. 	<p>\$22,500</p>
<p>Ongoing Tasks</p>	<p><i>San Gabriel Valley Conservation Corps</i></p> <ol style="list-style-type: none"> 1. Submittal of short narrative quarterly reports to Rose Foundation every three months 2. On-going monthly meetings with the working group to identify challenges and try to continue best practices. 3. On-going maintenance of basin areas by the SGVCC farm and partner agencies: trash, homeless, dumping in San Gabriel River, and fires that result. <p><i>Rose Foundation</i></p> <p>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 Regional Board.</p>		



San Gabriel Valley Conservation Corps

	<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 SGVCC (i.e. – submit periodic reports to the 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 SGVCC'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.	\$10,000
	Project Total	\$100,000



San Gabriel Valley Conservation Corps

Attach your line-item budget as an excel spreadsheet and relate all line items to the tasks in the chart. Please Note: Once the project is approved, any line-item variation of more than 10% will require advance approval.

Budget Item	Relationship to Project Goals and Strategies	#	Hourly Rate	# hours /per position	SEP Fund	MATCH OR IN-KIND FUNDS *	TOTAL PROJECT COST (SEP + Match or In-Kind Funds)
1. Personnel							
Program Manager	Project coordination, community education development, training, and program development	1	\$57.25	150	\$8,587.50		\$8,587.50
Field Crew Supervisor	Supervision and implementation	1	\$26.35	700	\$18,445		\$18,445
Case Manager	Wrap around services, barrier removal and counseling	1	\$25.20	225	\$5,670		\$5,670
Landscape Designer	Design interpretive panels	1	\$28.65	600	\$17,190		\$17,190
Corps member (Participant)	Outreach, maintenance	2	\$19.35	700	\$27,090		\$27,090



San Gabriel Valley Conservation Corps

Budget Item	Relationship to Project Goals and Strategies	#	Hourly Rate	# hours /per position	SEP Fund	MATCH OR IN-KIND FUNDS *	TOTAL PROJECT COST (SEP + Match or In-Kind Funds)
TSE (Adult-re-entry worker referred and paid by County)	Outreach, maintenance	2	\$19.35	725		\$28,057.50	\$28,057.50
TOTAL PERSONNEL					\$76,982.50	\$28,057.50	\$105,040
2. Operating Expenses		QTY	Cost Per Unit				
Total Maximum Daily Loads Training LA County Flood Control District	Best practices in flood debris removal	In kind			\$0	\$500	\$500
Uniform Supplies	Uniforms and supplies needed that meet safety standards				\$0	\$1,200	\$1,200
Wrap-around services/ barrier removal services	bus passes, food vouchers, gas cards, clothing vouchers, etc.				\$0	\$750	\$750
Printing educational materials	panels, printing, supplies				\$4,289	\$500	\$4,789



San Gabriel Valley Conservation Corps

Budget Item	Relationship to Project Goals and Strategies	#	Hourly Rate	# hours /per position	SEP Fund	MATCH OR IN-KIND FUNDS *	TOTAL PROJECT COST (SEP + Match or In-Kind Funds)
TSE Equipment	Uniforms and Personal Protective Equipment for TSE workers at \$197.67 per worker.	2			\$395.35		\$395.35
TOTAL OPERATING					\$4,684.35	\$2,950	\$7,634.35
TOTAL DIRECT COSTS					\$81,666.85	\$31,007.50	\$112,674.35
Indirect Costs **					\$8,333.15	\$0	\$8,333.15
3. Rose Foundation	Project administration				\$10,000		\$10,000
GRAND TOTALS					\$100,000	\$31,007.50	\$131,007.50

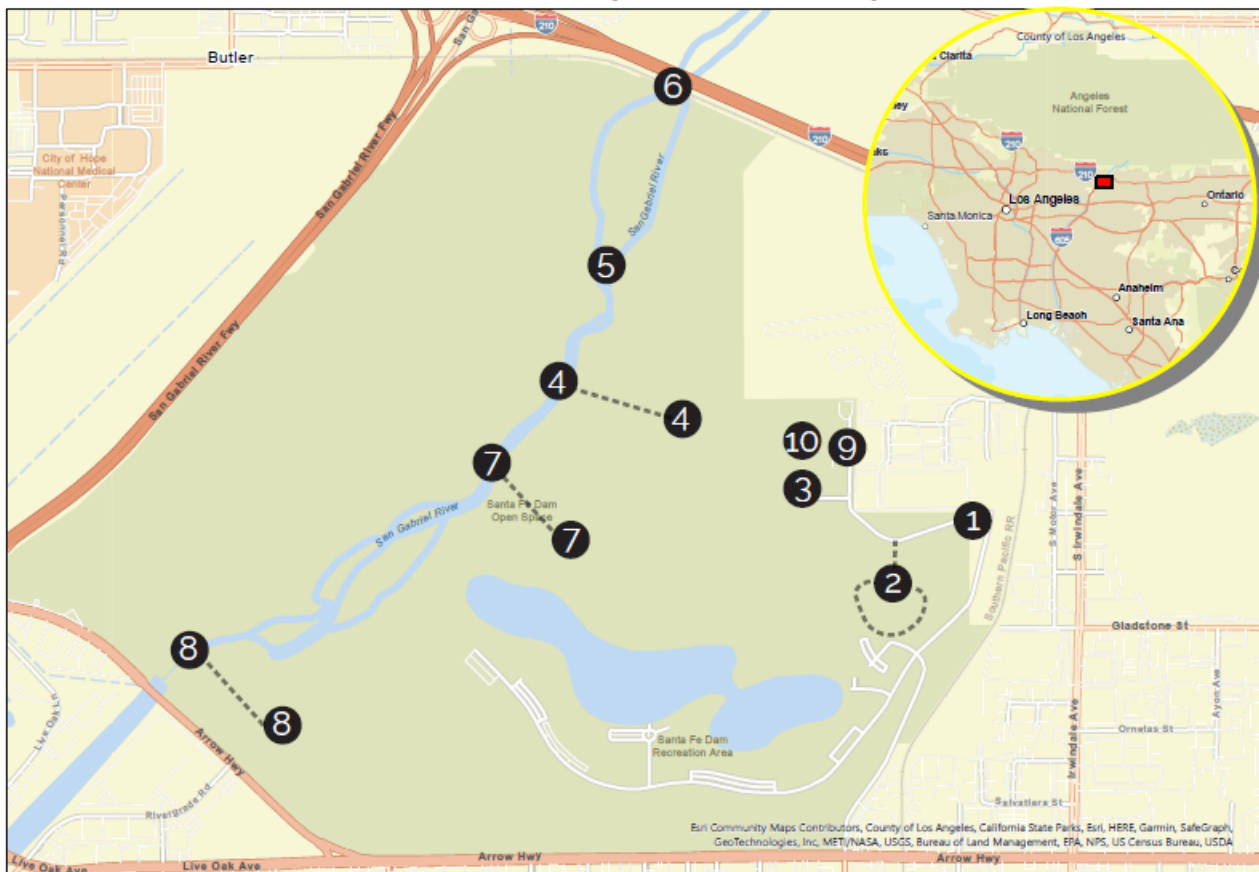
* Matching or in-kind funds consist of funds already committed and available for this project.

** Indirect costs are the overall costs to operate a non-profit organization, including: Rent, utilities, executive team oversight, social media.



San Gabriel Valley Conservation Corps

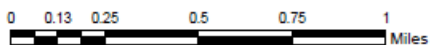
San Gabriel Valley Conservation Corps



Sites for Clean-up and Panels

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

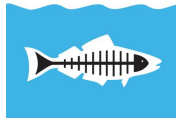
----- Walking paths



Santa Fe Dam Recreation Area
15501 Arrow Hwy., Irwindale, CA 91706

Attachment C

Heal the Bay SEP
Recreational Water Quality Monitoring and Outreach Project



Heal the Bay

LA Community Water Justice Grants Program PROJECT PROPOSAL UPDATE

Applicant: Heal the Bay

Contact:

Sheila McSherry, Associate Director of Development
smcsherry@healthebay.org

OFFICE (310) 451-1500 EXT. 121

MOBILE (310) 308-0695

Project Title: Heal the Bay's Recreational Water Quality Monitoring and Outreach Project

Amount requested: \$62,000

Project duration: 8 months

Project Description:

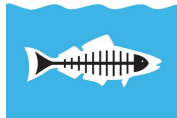
Heal the Bay will continue its expanded freshwater water quality monitoring project through continued monitoring of newly-added recreation sites in the lower Los Angeles (LA) River from south of downtown LA to the mouth at Long Beach; continue a partnership with California State University Long Beach (CSULB) to provide job training and paid seasonal monitoring positions for students; and continue to conduct outreach to communities that recreate in popular freshwater areas. The proposed work will impact Los Angeles River watersheds and will focus on surface water and public health improvements.

Currently, Heal the Bay monitors 12 freshwater recreation sites across Los Angeles County, which includes the collection of fecal indicator bacteria data, river channel use data, animal counts, and qualitative water quality assessments (Figure 1). Fecal indicator bacteria data is made available to the public free of charge on the River Report Card website,¹ which is updated weekly during summer months. Other data is made available upon request.

This Supplemental Environmental Project will fund water quality monitoring at six lower LA River sites, from Maywood to Willow Street in Long Beach, for a season (June 2024 through November 2024). Funds will enable Heal the Bay to improve our public notification process through our water quality grading system, which was launched in 2017 and recently updated with the help of water quality experts. Funds also will help us collaborate with Trout Unlimited to obtain and integrate additional water quality monitoring of water temperature, which may help inform water recycling, restoration, and recreation decisions in the LA River.

All six monitoring locations are in the highest CalEnviroScreen >91-100 bracket with the exception of the southernmost

¹ <https://healthebay.org/riverreportcard/>



Heal the Bay

site at Willow Street in Long Beach, which is in the >70-80 bracket (Figure 2).² The CalEnviroScreen scores for these sites indicate they are in areas highly burdened by pollution (Table 1). Water quality samples collected from the monitoring locations will be analyzed in the CSULB lab, which adheres to a quality assurance project plan that was reviewed and approved by external water quality experts.³

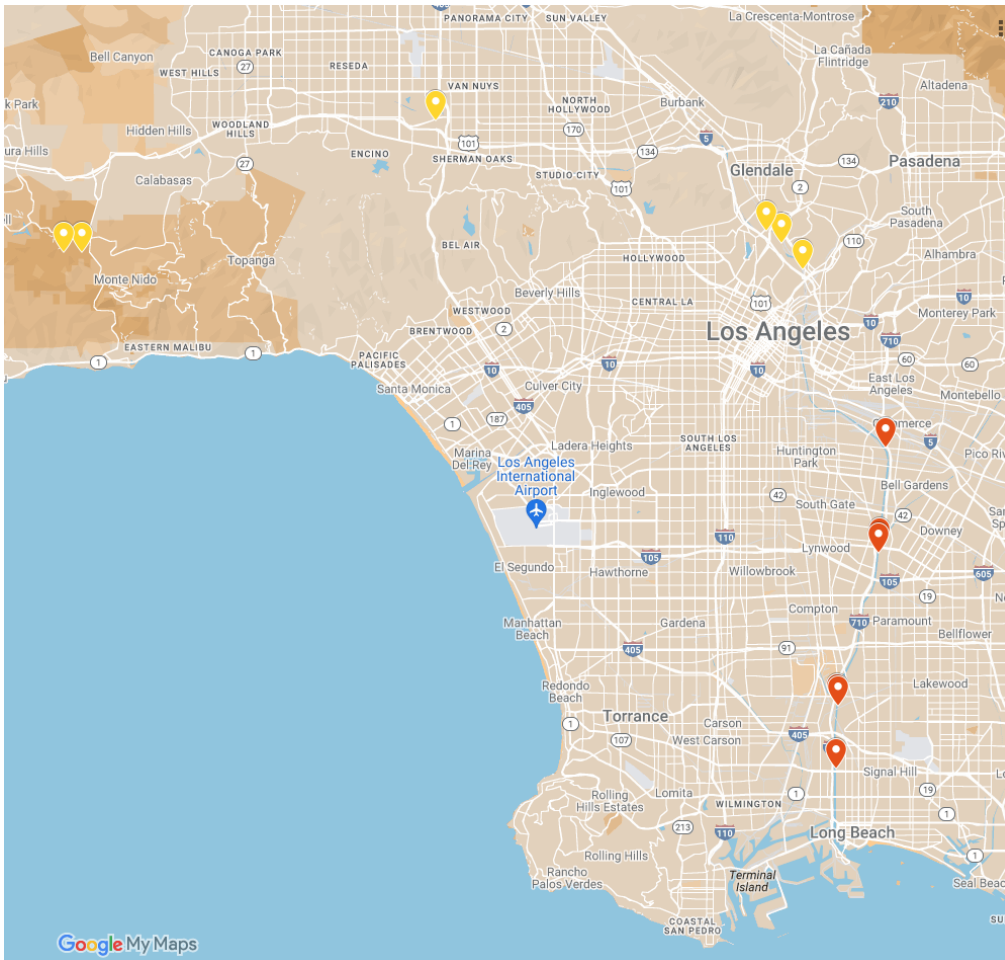
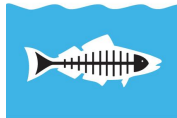


Figure 1. Map showing all Heal the Bay field sites for the River Report Card. Lower LA River sites are in red, and all other sites are in yellow. A zoomed in map showing the lower LA River sites is provided below.

² CalEnviroScreen can be accessed here, <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40>.

³ The CSULB lab is not certified under the Environmental Laboratory Accreditation Program.



Heal the Bay

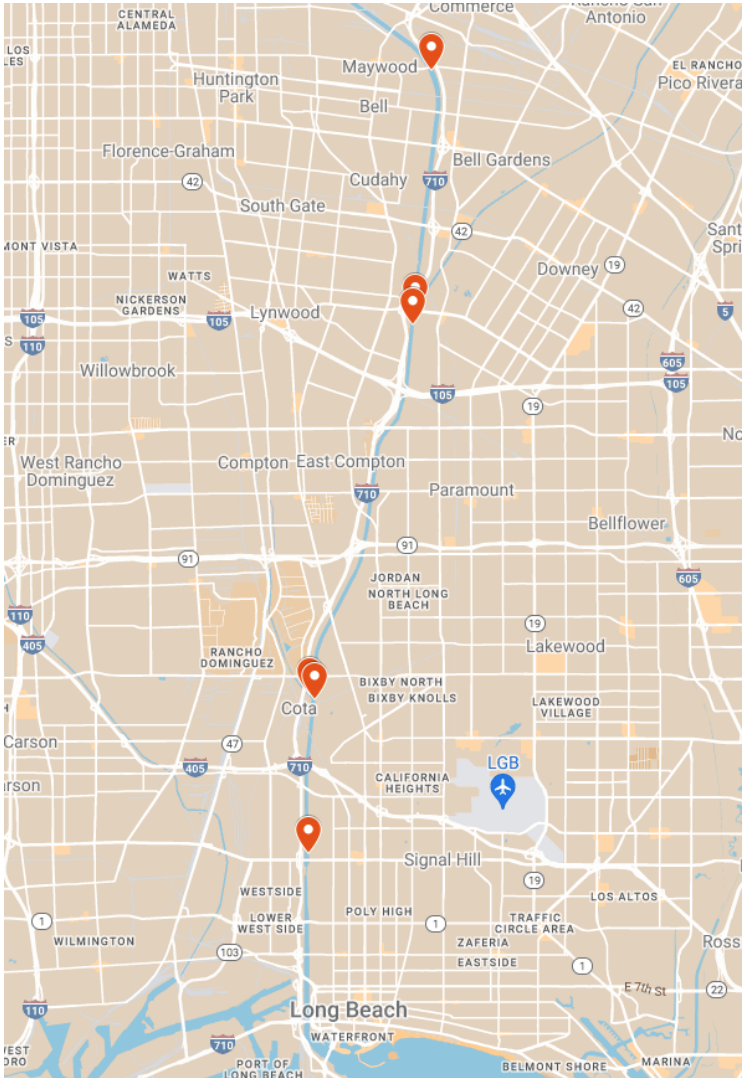
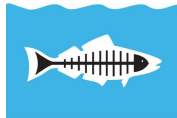


Figure 2. Map showing all six Heal the Bay monitoring locations in the lower LA River (also shown in Table 1 below).

Outreach work will take place in cities and communities surrounding the lower LA River, where communities are heavily burdened by both environmental pollutants and socioeconomic factors according to CalEnviroScreen 4.0. Outreach activities will include tabling at events (e.g., Southeast Los Angeles Arts Festival, Santa Monica Mountains’ Latino Conservation Week); giving talks and demonstrations at river-adjacent high schools and at the Heal the Bay Aquarium; and conducting trash cleanups along the LA River. Giving people the information to make informed choices helps protect public health and improve water quality through awareness, stewardship, and advocacy. Our program also provides a career development opportunity for local college students, who are recruited from CSULB and Long Beach City College (which both have large populations of students that are underrepresented in science careers) to conduct water quality monitoring.

The lower LA River does not include any official recreation zones and no recreational water contact is allowed; however, there are multiple restoration plans underway that could potentially add recreational amenities. Heal the Bay is the only group collecting weekly fecal pollution data in the lower LA River, so our dataset may be a helpful baseline for future and ongoing recreational development efforts. Despite the lack of official recreation zones in the lower LA River, it is well



Heal the Bay

established that communities already utilize parts of the river for recreation like walking, biking, fishing, and bird watching. Recreational visitors include, but are not limited to, adjacent communities, which are majority Latinx with the exception of the area surrounding Willow Street (Table 1).

Site	City	CalEnviroScreen Score	Black	Indigenous	Latinx	Asian	White	Other
Riverfront Park	Maywood, CA	>90-100	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%
Rio Hondo Confluence	Lynwood, CA	>90-100	2.1%	0.0%	87.5%	2.7%	7.8%	0.0%
Hollydale Park	South Gate, CA	>90-100	2.1%	0.0%	87.5%	2.7%	7.8%	0.0%
Compton Creek	Long Beach, CA	>90-100	12.9%	0.0%	65.8%	11.1%	8.6%	1.6%
Compton Creek Confluence	Long Beach, CA	>90-100	12.9%	0.0%	65.8%	11.1%	8.6%	1.6%
Willow Street	Long Beach, CA	>70-80	5.4%	0.0%	45.5%	20.8%	25.0%	2.8%

Table 1. River Report Card sites names with their corresponding city, CalEnviroScreen score, and census tract demographics. All data was obtained from CalEnviroScreen 4.0. Please note, Rio Hondo Confluence and Hollydale Park are in the same census tract as well as Compton Creek and Compton Creek Confluence.

Project Staff:

Dr. Katherine Pease, Director of Science & Policy

Role: Supervisor/administrator

Responsibility: Oversee staff and ensure successful delivery of services in accordance with the established scope of service.

Dr. Tania Pineda Enriquez, Water Quality Data &

Policy Specialist

Role: Project Supervisor & Crew Leader

Responsibility: Oversee hiring of students, assist with training and supervising students on field, lab, and safety protocols. Ensure project timelines are met and deliverables completed. Manage project budget and personnel schedules.

Dr. Xunyi Alison Wu, Water Quality Data Specialist

Role: Project Supervisor

Responsibility: Assist in hiring and training of students on field and lab protocols. Assist with data analysis.



Heal the Bay

Timeline & Deliverables:

Timeline & Deliverables			
Milestone	Tasks	Deliverables	Budget Sub-total for Milestone
25% Complete Completion Date: Month 2	<ol style="list-style-type: none"> 1. Hire and train five students from CSULB 2. Collect temperature, turbidity, and bacteria data weekly; obtain and share data with Trout Unlimited 3. Share water quality information with the public 4. Publish and promote River Report Card annual report from previous year on the Heal the Bay website and River Report Card website. 	<p>Database with temperature, bacteria data for sites in Lower LA River Watershed.</p> <p>Weekly postings of water quality grades on the River Report Card website; social media postings and blog announcing beginning of monitoring and RRC grade postings.</p> <p>Annual River Report Card report completed and released through press conference; press release with reported metrics on media hits.</p> <p>Submit 25% Complete report (narrative & financial).</p>	\$22,142
50% Complete Completion Date: Month 4	<ol style="list-style-type: none"> 1. Collect temperature and bacteria data weekly 2. Share water quality information with the public 	<p>Weekly postings of water quality grades on the River Report Card website</p> <p>Submit 50% Complete report (narrative & financial).</p>	\$13,797



Heal the Bay

<p>75% Complete</p> <p>Completion Date: Month 6</p>	<ol style="list-style-type: none"> 1. Collect temperature and bacteria data weekly 2. Share water quality information with the public 	<p>Weekly postings of water quality grades on the River Report Card website</p> <p>Submit 75% Complete report (narrative & financial).</p>	<p>\$13,424</p>
<p>100% Complete</p> <p>Completion Date: Month 8</p>	<ol style="list-style-type: none"> 1. Conduct education & outreach events 2. Analyze data collected over the summer for our annual report 	<p>Conduct four outreach or educational events (tabling, presentations, field trips/demonstrations, social media posts); depending on event deliverables would include materials or presentation, audience reached (number and description)</p> <p>Draft of annual report summarizing data collected in the LA River</p> <p>Submit 100% Complete report (narrative & financial).</p>	<p>\$6,437</p>
<p>Ongoing Tasks</p>	<p><u>Heal the Bay</u></p> <ol style="list-style-type: none"> 1. Short quarterly narrative periodic report to Rose Foundation (every 3 months) <p><u>Rose Foundation:</u></p> <p>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 Heal the Bay (i.e., submit periodic report to Regional Board by April 30, July 31, Oct. 31, Jan 31 of each year in which the project is active). 2. Rose shall provide all milestone completion reports to the Regional Board as part of the June 1 and December 1 SEP Program reports required by the Regional Board SEP Policy. 3. Rose shall use Heal the Bay'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. 		<p>Rose Foundation Administration costs – \$6,200</p>



Heal the Bay

Total Project	Project Total equals Heal the Bay's costs to reach 100% completion, plus Rose Foundation project administration.	\$55,800 <u>\$6,200</u> \$62,000
--------------------------	--	---



Attach your line-item budget as an excel spreadsheet, and clearly relate all line items to the tasks in the chart. Once you submit your budget, the Rose Foundation will finalize to include our project administration costs. Please do not submit the Update Form or budget as PDFs. To meet Regional Board ADA requirements, and to allow the Rose Foundation to enter our information, we need these materials as word docs, excel sheet, or equivalent. Thank you!

Please Note: Once the project is approved, any line-item variation of more than 10% will require advance approval.

Below is an itemized budget for the project. Values that are bolded and highlighted in blue were added to get the project total. Travel portion of the budget is strictly for travel to field and lab sites, which is necessary for a monitoring program. Indirect costs will support Heal the Bay's administrative expenses associated with managing this grant (e.g., accounting, grant management).

Category	Task/Description	Amount
Salaries (includes benefits/fringe)		\$41,498.00
Director of Science & Policy (36.3 hours at \$54.96/hr)	Oversee staff, advise, and ensure successful delivery of services	\$1,996.08
Water Quality Data & Policy Specialist (291.2 hours at \$36.34/hr)	Hiring, training, and supervising seasonal monitors; conducting outreach	\$10,581.92
Water Quality Data Specialist (350 hours at \$30/hr)	Hiring, training, and supervising seasonal monitors; conducting outreach	\$10,520.00
Seasonal monitors (5 students, 160 hrs at \$23/hr)	Collecting data in field; conducting lab analysis; communicating results online; conducting outreach	\$18,400.00
Lab Supplies		\$4,674.00
Sample Bottles	Bacteria analysis consumable	
Pipettes	Bacteria analysis consumable	



Heal the Bay

Trays	Bacteria analysis consumable	
Buffer	Bacteria analysis consumable	
Enterolert	Bacteria analysis consumable	
Colilert	Bacteria analysis consumable	
Gloves Short	Bacteria analysis consumable	
Field Supplies		\$1,347.00
Gloves Long	Bacteria analysis consumable	
Turbidity Standards	Turbidity analysis consumable	
Sunscreen	Health & Safety consumable	
Batteries	Turbidity analysis consumable	
Travel	Mileage reimbursements for driving to field and lab sites	\$1,000.00
SUBTOTAL		\$48,519.00
Indirect costs	Accounting, grant management	\$7,281.00
Rose Foundation	Project Administration	\$6,200.00
TOTAL		\$62,000.00