

**LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD**

In the matter of:	)	
	)	Order R4-2017-0199 (Proposed)
<b>City of Los Angeles;</b>	)	
<b>Hyperion Treatment Plant</b>	)	<b>SETTLEMENT AGREEMENT AND</b>
	)	<b>STIPULATION FOR ENTRY OF</b>
	)	<b>ADMINISTRATIVE CIVIL LIABILITY ORDER;</b>
	)	<b>ORDER (PROPOSED)</b>
	)	

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**Section I: INTRODUCTION**

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

**Section II: RECITALS**

1. The City owns and operates the Hyperion Treatment Plant (HTP) located in Playa del Rey, California. There are two outfalls that convey secondary effluent from HTP to the Pacific Ocean, the 12-foot diameter 5-mile outfall (Discharge Point 002) and the 12-foot diameter 1-mile outfall (Discharge Point 001). The 5-mile outfall terminates approximately 5 miles west/southwest of the treatment plant and it is the only outfall permitted for the routine discharge of undisinfected secondary-treated effluent. The 1-mile outfall is approximately one mile west-southwest of the treatment plant and is permitted for emergency discharge of chlorinated secondary-treated effluent during extremely high flows, preventative maintenance such as routine opening and closing the outfall gate valves for exercising and lubrication, during intense storms or storms associated with plant power outages, and direct discharge of undisinfected storm water overflow from the HTP.
2. On September 10, 2015, the Regional Water Board adopted Resolution No. R15-008 (Resolution) for the City’s temporary 6-week bypass of secondary effluent from the 5-mile outfall to the 1-mile outfall during the period of September 21, 2015 through November 1, 2015. Approval of this Resolution was necessary for the City to repair or replace the Effluent Pumping Plant (EPP) piping and the 120-inch gravity valve. A complete shutdown of the 5-mile outfall and effluent pumping system was required to perform the work.
3. On September 15, 2015, the City’s Bureau of Sanitation executed an unplanned diversion of fully treated, chlorinated secondary effluent from the HTP to the 1-mile outfall during a rain event. The City executed the unplanned diversion due to a malfunction of a discharge valve on Effluent Pump #2 which caused effluent to “reverse” flow back through the pump and flood the inside of the EPP basement through a manhole that was removed by a contractor doing repairs on the discharge valve. As a result of the unplanned diversion, the City discharged approximately

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City of Los Angeles, Hyperion Treatment Plant  
Settlement Agreement and Stipulated Administrative Civil Liability Order

30 million gallons of treated effluent and stormwater through the 1-mile outfall between 10:13AM and 3:13PM on September 15, 2015. This unplanned diversion also caused an unauthorized discharge of floatable material of sewage origin (MOSO) such as plastics, feminine hygiene casings, lancets, and other waste. Observations from the City's Ocean Assessments Unit staff during the unplanned diversion confirmed the discharge of MOSO from HTP's 1-mile outfall.

4. At midnight on September 21, 2015, the City initiated a planned diversion of treated chlorinated secondary effluent from the 5-mile outfall to the 1-mile outfall to carry out the EPP project as described in the Resolution. The City began receiving reports on the night of September 22, 2015 of possible MOSO washing ashore on Dockweiler Beach. The following day, the Los Angeles county Department of Public Health issued a beach closure for Dockweiler State Beach and El Segundo Beach due to MOSO washing ashore. The beach closure lasted for 4 days from September 23, 2015 through September 26, 2015.

5. As a result of the events described above, the Regional Water Board issued the City an Investigative Order pursuant to Water Code section 13267 (13267 Order) on October 7, 2015 requiring the City to submit a technical report addressing the cause of the MOSO discharge, the extent of potential harm to water quality, and the impact of the beach closure. On December 2-3, 2015, State Water Resources Control Board (State Water Board) Office of Enforcement staff conducted a joint compliance evaluation inspection with Regional Water Board staff at HTP to assess the City's overall compliance with its permit requirements; Waste Discharge Requirements and National Pollutant Elimination System Permit for the City of Los Angeles, Hyperion Treatment Plant Discharge to the Pacific Ocean Order R4-2010-0200 (NPDES No. CA0109991) and General Permit for Storm Water Discharges Associated with Industrial Activities Order 2014-0057-DWQ (NPDES No. CAS000001). The State Water Board Office of Enforcement issued the City a Notice of Violation (NOV) on March 16, 2015 based on observations made during the joint inspection.

6. The City's January 2016 response to the 13267 Order identified the valve malfunction of Effluent Pump #2 as the cause of flooding the EPP basement necessitating the unplanned diversion to the 1-mile outfall on September 15, 2015. Furthermore, the City convened an expert Advisory Panel to review what occurred and provide their assessment and recommendations to prevent a similar event in the future. The Advisory Panel traced the source of the MOSO back to a 2005 sanitary sewer overflow that deposited large quantities of debris to HTP's North Drain System where residual MOSO remained for over 10 years until the unplanned and planned diversions in 2015. The Advisory Panel also concluded that there was evidence to suggest that accumulation of debris existed in the 1-mile surge chamber prior to the September 15, 2015 diversion, and both the unplanned diversion and the subsequent planned diversion were of sufficient size to discharge that debris to the Pacific Ocean.

7. Provision IV.A.7.a of Order R4-2010-0200 states that "[w]aste discharged to the ocean must be essentially free of material that is floatable or will become floatable upon discharge."

8. Provision VII.A.2.a. of Order R4-2010-0200 states that "[n]either the treatment nor the discharge of pollutants shall create pollution, contamination, or nuisance as defined in section 13050 of the California Water Code."

9. The Prosecution Team alleges three categories of violation resulting from the City's operation of HTP on September 15, 2015 and between September 21, 2015 through November 1, 2015:

- A. Violation Category 1: Unplanned diversion resulting in a discharge of floatables on September 15, 2015 in violation of Order R4-2010-0200;
- B. Violation Category 2: Planned diversion resulting in a discharge of floatables on September 21, 2015 through November 1, 2015 in violation of Order R4-2010-0200; and
- C. Violation Category 3: Creation of a nuisance condition resulting in beach closures from September 23, 2015 through September 26, 2015.

10. These alleged violations of Order R4-2010-0200 constitute violations of California Water Code section 13385 for which discretionary penalties may be assessed pursuant to California Water Code section 13385, subdivisions (a) and (c).

11. The Parties have engaged in settlement negotiations and agree to fully settle the alleged violations as summarized above 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 Government Code section 11415.60. During the course of the Parties' negotiations, the City clarified the estimated volume discharged from the 1-mile outfall used to calculate the proposed liability for Violation Category 1 (28,740,000 gallons). Furthermore, based on discussions relating to the complexities of the EPP Header Replacement Project and an absence of any indication that the valve on Effluent Pump #2 would fail, the Parties agreed to a slight adjustment from 1.3 to 1.2 for the culpability factor for Violation Category 1. The Prosecution Team also recognizes that the City engaged in a significant beach cleanup effort immediately after receiving notification of possible MOSO washing ashore on Dockweiler Beach. Though the Prosecution Team did not agree to adjust the cleanup and cooperation factor for Violation Category 1, the Parties agreed to recognize the City's beach cleanup efforts and provide a .05 reduction in the calculated liability for Violation Category 1 as an "other factor as justice may require." The amount of administrative civil liability imposed pursuant to this Stipulated Order comports with the State Water Resources Control Board's Water Quality Enforcement Policy ("Enforcement Policy") methodology and takes into account the litigation risks associated with proceeding to hearing. The methodology is attached hereto as Attachment 1 and is incorporated by reference. The Prosecution Team believes that the resolution of the alleged violations is fair and reasonable and fulfills all of its enforcement objectives, that no further action is warranted concerning the specific violations alleged above, except as provided in this Stipulated Order, and that this Stipulated Order is in the best interest of the public.

### **Section 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 over the Parties to this Stipulation.

13. **Administrative Civil Liability:** The Discharger agrees to the imposition of administrative civil liability in the amount of TWO MILLION TWO HUNDRED SIXTY TWO THOUSAND TWO HUNDRED FORTY NINE DOLLARS (\$2,262,249.00). Of that amount, the Discharger agrees to pay ONE MILLION ONE HUNDRED THIRTY ONE THOUSAND ONE HUNDRED TWENTY FOUR DOLLARS AND FIFTY CENTS (\$1,131,124.50) in accordance with Paragraph 14, below.

The remaining ONE MILLION ONE HUNDRED THIRTY ONE THOUSAND ONE HUNDRED TWENTY FOUR DOLLARS AND FIFTY CENTS (\$1,131,124.50) in liability will be suspended pending completion of two Supplemental Environmental Projects (SEPs) as set forth in Paragraph 15, below. The cost of the SEPs will be referred to as the SEP Amount.

14. The Discharger shall pay ONE MILLION ONE HUNDRED THIRTY ONE THOUSAND ONE HUNDRED TWENTY FOUR DOLLARS AND FIFTY CENTS (\$1,131,124.50) in administrative civil liability by check made payable to the "State Water Pollution Cleanup and Abatement Account," no later than 30 days following the Regional Water Board, or its delegee, executing this Order. The check shall reference the Order number indicated on page one of this Stipulation. The original signed check shall be sent to:

State Water Resources Control Board  
Division of Administrative Services  
Accounting Office  
1001 I Street, 18<sup>th</sup> Floor  
Sacramento, California 95814

Copies of the check shall be sent to Hugh Marley, Los Angeles Regional Water Quality Control Board, 320 West Fourth Street, Suite 200 Los Angeles, California 90013 and Mayumi E. Okamoto, State Water Resources Control Board, 801 K Street, 23<sup>rd</sup> Floor Sacramento, California 95814.

15. The Discharger agrees to discharge its SEP obligations as described in the Paragraphs below:

**A. DESCRIPTION OF THE SEP**

The Discharger proposes to implement the following SEPs:

- i. **Environmental Cleanup and Awareness SEP:** The Discharger shall fund city-wide Environmental Cleanup and Awareness Programs to improve water literacy among beach goers and water users that will increase public understanding of water as a valuable resource, understanding of the City's wastewater and stormwater systems, and region-wide efforts to enhance integrated water management. This Environmental Cleanup and Awareness SEP will consist of inland and coastal community clean-ups, educational presentations, and presence at community outreach events. To the extent possible, events will be held in both coastal and inland communities and/or disadvantaged communities. Educational materials will, at a minimum, be bilingual in Spanish and English. The Discharger will partner with Heal the Bay, as the Implementing Party, to ensure that this project is implemented as required. Heal the Bay will be the lead organization for this SEP and will manage subcontracts with eleven (11) non-governmental organizations (NGOs) who will lead or participate in designated clean-up events, participate in water literacy training, and present water literacy materials at a community resource fair. The Discharger is designating \$210,124 to fund this project proposal. In the event that any NGO is not able to participate in this SEP, the



\$210,124 will be used to fund work by the participating NGOs providing all milestones and deliverables are implemented.

- ii. **Stormwater Quality Improvement and Infiltration SEP:** The Discharger shall fund the design and construction of two Stormwater Quality Improvement and Infiltration Projects, the Slauson Green Alley Project and the Kittyhawk Green Walkway Project.
  - a. Slauson Green Alley SEP: This project is located in the Sepulveda Channel subwatershed, which drains to Ballona Creek, then to Santa Monica Bay. This project will convey runoff from the alley between Slauson and Dawes Avenues to a rain garden with the objective of reducing pollutants associated with stormwater runoff. This project will also improve the aesthetics of the existing alley and provide flood mitigation as an added benefit. The Discharger is designating \$331,433 to fund this project proposal which is \$433 more than the amount of the Administrative Civil Liability dedicated to SEPs.
  - b. Kittyhawk Green Walkway SEP: This project is located in the Westchester neighborhood at the intersection of West Manchester Avenue and La Tijera Boulevard within the Ballona Creek watershed. This project will collect surface runoff from the local neighborhood, approximately 8.7 acres, and infiltrate the runoff by using 5 drywells located along Kittyhawk Avenue, 85th Place, and Glider Avenue. The pedestrian alley near Kittyhawk Avenue and West 85th Place will be improved to a permeable pedestrian alley with an under drain conveying treated water to the dry wells. The Discharger is designating \$590,000 to fund this project proposal.

See Attachment 2 for a more detailed SEP Project proposal. An ongoing maintenance plan for these projects is also included as part of Attachment 2 to ensure long-term success of the projects' anticipated water quality benefits. Attachment 2 is incorporated herein by reference.

## B. SEP COMPLETION DEADLINES

- i. **Environmental Cleanup and Awareness SEP:** The proposed timeline for completion of the cleanup and outreach events proposed in the SEP proposal is January 31, 2019. The Final Report shall be submitted to the Regional Water Board no later than March 31, 2019. This Final Report deadline shall be treated as an interim milestone deadline for the entire SEP and the liabilities associated with this aspect of the proposal shall be permanently suspended upon receipt of the Final Report for the Environmental Cleanup and Awareness SEP.
- ii. **Stormwater Quality Improvement and Infiltration SEP:**

- a. Slauson Green Alley SEP: The proposed timeline for completion of this project is 24 months from the point in time that the project is approved by the Regional Water Board. The Parties agree that the final SEP Completion Deadline for the Slauson Green Alley SEP is April 1, 2020.
- b. Kittyhawk Green Walkway SEP: The proposed timeline for completion of this project is also 24 months from the point in time that the project is approved by the Regional Water Board. The Parties agree that the final SEP Completion Deadline for the Kittyhawk Green Walkway SEP is April 1, 2020.
- c. Final Report for Stormwater Quality Improvement and Infiltration SEPs: The Final Report for both Slauson Green Alley and Kittyhawk Green Walkway shall be submitted to the Regional Water Board no later than May 1, 2020. This Final Report deadline shall be treated as the final deadline for the entire SEP and the liabilities associated with this aspect of the proposal shall be permanently upon receipt of the Final Report for the Stormwater Quality Improvement and Infiltration SEP.

#### **C. REQUEST FOR EXTENSION OF FINAL SEP COMPLETION DEADLINES**

If the Discharger cannot meet the SEP Completion Deadline due to circumstances beyond Discharger's anticipation or control, the Discharger shall notify the Executive Officer in writing within thirty (30) days of the date the Discharger first knew of the event or circumstance that caused or could cause a violation of this Order. The notice shall describe the reason for the nonperformance and specifically refer to this Paragraph. The notice shall describe the anticipated length of time the delay may persist, the cause or causes of the delay, the measures taken or to be taken by the Discharger to prevent or minimize the delay, the schedule by which the measures will be implemented, and the anticipated date of compliance. The Discharger shall adopt all reasonable measures to avoid and minimize such delays.

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

#### **D. REPRESENTATION OF THE DISCHARGER AND IMPLEMENTING PARTY**

As a material consideration for the Regional Water Board's acceptance of this Stipulated Order, the Discharger and the Implementing Party, Heal the Bay, represent that the funds outlined in Paragraph 15.A.i. will be utilized to implement the SEP in

accordance with the SEP Proposal as described above and in Attachment 2. A Memorandum of Understanding between the Discharger and Implementing Party is included in Attachment 3 and is incorporated herein by reference.

The Discharger also represents that the funds outlined in Paragraph 15.A.ii. will be utilized to implement the SEP in accordance with the SEP Proposal as described above and in Attachment 2. The Discharger understands that its promise to implement the SEP, in its entirety and in accordance with the schedule for implementation, is a material condition of this settlement of liability between the Discharger and the Regional Water Board.

#### **E. PUBLICITY**

Whenever the Discharger or its agents or subcontractors or the Implementing Party publicize one or more elements of the SEP, they shall state in a **prominent manner** that the Project is being undertaken as part of the settlement of an enforcement action by the Regional Water Board against the Discharger.

#### **F. SITE INSPECTIONS**

The Discharger shall permit Regional Water Board staff to inspect during normal business hours any location where the SEP is being implemented as well as review any documents associated with implementation of the SEP at any time without notice.

#### **G. FINAL REPORT**

The SEP Completion Deadlines as described above anticipates that the Environmental Cleanup and Awareness SEP shall be completed on March 31, 2019 upon submission of the Final Report and the Stormwater Quality Improvement and Infiltration SEP shall be completed on May 1, 2020 upon submission of the Final Report to the Regional Water Board. The Discharger shall provide quarterly monitoring reports on the progress of all SEPs on the 15<sup>th</sup> day of the month following the end of each quarter beginning on June 1, 2018.

#### **H. AUDITS AND CERTIFICATION OF ENVIRONMENTAL PROJECT**

##### **1. Certification of Completion**

Within 30 days of completion of the SEP, the Discharger shall submit a certified statement of completion of the SEP ("Certification of Completion"). The Certification of Completion may be submitted with the Discharger's Final Report for each respective project. The Discharger's authorized representative shall submit the Certification of Completion under penalty of perjury to the Designated Regional Water Board Representative:

Mr. Hugh Marley  
Los Angeles Regional Water Quality Control Board  
320 West 4<sup>th</sup> Street, Suite 200  
Los Angeles, CA 90013



(213) 620-6375

[hugh.marley@waterboards.ca.gov](mailto:hugh.marley@waterboards.ca.gov)

The Certification of Completion shall include the following:

**i. Certification of Expenditures**

Certification documenting all expenditures by the Discharger. The expenditures may include external payments to outside vendors or contractors implementing the SEP. If applicable, the expenditures may include the costs of internal Environmental Management resources and internal Business Unit resources, provided that such expenditures are directly related to development and implementation of the SEP. In making such certification, the official may rely upon normal company and project tracking systems that captures employee time expenditures and external payments to outside vendors such as environmental and information technology contractors or consultants. The Discharger shall provide any additional information requested by the Regional Water Board staff that is reasonably necessary to verify SEP expenditures. The certification need not address any costs incurred by the Regional Water Board for oversight.

**ii. Certification of Performance of Work**

Certification that the SEP has been completed in accordance with the terms of this Stipulated Order. Such documentation may include photographs, invoices, receipts, certifications, and other material reasonably necessary for the Regional Water Board to evaluate the completion of the SEP and the costs incurred by the Discharger.

**iii. Certification that Work Performed on SEP Met or Exceeded Requirements of CEQA and other Environmental Laws [where applicable]**

Certification that the SEP meets or exceeds the requirements of CEQA and/or other environmental laws. Unless the Discharger is exempted from compliance with CEQA, the Discharger shall, before the SEP implementation date, consult with other interested State Agencies regarding potential impacts of the SEP. Other interested State Agencies include, but are not limited to, the California Department of Fish and Wildlife. To ensure compliance with CEQA where necessary, the Discharger and/or the Implementing Party shall provide the Regional Water Board with the following documents:

- a. Categorical or statutory exemptions;
- b. Negative Declaration if there are no "significant" impacts;
- c. Mitigated Negative Declaration if there are potential "significant" impacts but revisions to the project have been made or may be made to avoid or mitigate those potential significant impacts;



- d. Environmental Impact Report if there are "significant" impacts.

**2. Third Party Audit**

If the Designated Regional Water Board Representative obtains information that causes the representative to reasonably believe that the Discharger has not expended money in the amounts claimed by the Discharger, or has not adequately completed any of the work in the SEP, the Designated Regional Water Board Representative may require, and the Discharger shall submit, at its sole cost, a report prepared by an independent third party(ies)'s, stating that in its professional opinion, the Discharger has expended money in the amounts claimed by the Discharger. In the event of such an audit, the Discharger agrees that they will provide the third party auditor with access to all documents which the auditor requests. Such information shall be provided to the Designated Regional Water Board Representative within three months of the completion of the Discharger's SEP obligations. The audit need not address any costs incurred by the Regional Water Board for oversight.

**I. REGIONAL WATER BOARD ACCEPTANCE OF COMPLETED SEP**

Upon the Discharger's satisfaction of its obligations under this Stipulated Order, the completion of the SEP and any audit, the Designated Regional Water Board Representative, with notice to the regional Enforcement Coordinator, Hugh Marley, shall request that the Regional Water Board, or the Regional Water Board's delegee, issue a "Satisfaction of Order." The issuance of the Satisfaction of Order shall terminate any further obligation of the Discharger and/or the Implementing Party under this Stipulated Order.

**J. FAILURE TO EXPEND ALL SUSPENDED ADMINISTRATIVE CIVIL LIABILITY FUNDS ON THE APPROVED SEP**

In the event that the Discharger is not able to demonstrate to the reasonable satisfaction of the Designated Regional Water Board Representative that the entire SEP Amount pursuant to Paragraph 13 has been spent for the completed SEP, the Discharger shall pay the difference between the SEP Amount and the amount the Discharger can demonstrate was actually spent on the SEP, as an administrative civil liability.

**K. FAILURE TO COMPLETE THE SEP**

If the SEP is not fully implemented by the SEP Completion Period required by this Stipulated Order and an extension has not been granted by the Regional Water Board's Executive Officer pursuant to Paragraph 15.C above, the Designated Regional Water Board Representative shall issue a Notice of Violation.

As a consequence, the Discharger shall be liable to pay the entire Suspended Liability or, some portion thereof. Alternatively, the Discharger may be compelled to complete the SEP. The Prosecution Team may act as follows:

1. The Prosecution Team elects for the payment of the Suspended Liability

The Discharger may not be entitled to any credit, offset, or reimbursement from the Regional Water Board for expenditures made on the SEP prior to the date of the "Notice of Violation" by the Regional Water Board. The amount of the Suspended Liability owed shall be determined via a "Motion for Payment of Suspended Liability" before the Regional Water Board. In the event that the Discharger is liable for payment of Suspended Liability, the Regional Water Board will not include that portion of the SEP amount found by the Regional Water Board to have been expended in a timely manner and in compliance with the description of the SEP in Paragraph 15.A in the amount of the Suspended Liability owed. Upon a determination by the Regional Water Board of the amount of the Suspended Liability assessed, the amount owed shall be paid to the State Water Pollution Cleanup and Abatement Account within thirty (30) days after the service of the Regional Water Board's determination. In addition, the Discharger, in the event it is liable for Suspended Liability, shall be liable for the Regional Water Board's reasonable costs of enforcement, including but not limited to legal costs and expert witness fees. Payment of the assessed amount will satisfy the Discharger's obligation to implement the SEP.

2. The Prosecution Team may elect to enforce the SEP

The Prosecution Team may file a Motion to Enforce the SEP before the Regional Water Board against the Discharger. Upon the identification by the Regional Water Board of the remaining work of the SEP to be performed, the Discharger agrees that the Regional Water Board may order the Discharger to perform that work.

3. Claims between the Discharger its contractor or Implementing Party

Any claims for reimbursement, costs (other than the payment by the Discharger of the SEP Amount pursuant to Paragraph 15 above), or disputed between the Discharger and its contractor or Implementing Party are outside the scope of this Stipulated Order and should be handled as between the Discharger and the contractor or Implementing Party.

#### **L. REGIONAL WATER BOARD IS NOT LIABLE**

Neither the Regional Water Board members nor the Regional Water Board staff, attorneys, or representatives shall be liable for any injury or damage to person or property resulting from acts or omissions by the Discharger (or the Implementing Party where applicable), its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulation, nor shall the Regional Water Board, its members or staff be held as parties to or guarantors of any contract entered into by the Discharger, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulation.

The Discharger, its contractor(s), and the Implementing Party covenant not to sue or pursue any administrative or civil claim or claims against any State Agency or the State of California, or their officers, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by the Complaint, this Stipulation or the SEP. This provision does not preclude the Discharger and/or the Implementing Party from opposing a Notice of Violation or Motion brought under Paragraph 15.K.

16. **Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability in accordance with the terms of this Order and/or compliance with the terms of this Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged above may subject it to further enforcement, including additional administrative civil liability.

17. **Party Contacts for Communications related to this Stipulation and Order:**

**For the Regional Water Board:**

Hugh Marley, Chief  
Compliance and Enforcement Section  
Regional Water Quality Control Board,  
Los Angeles Region  
320 W. 4th Street, Suite 200  
Los Angeles, California 90013  
(213) 620-6375  
hugh.marley@waterboards.ca.gov

**For the Discharger:**

Timeyin Dafeta  
Hyperion Plant Manager  
City of Los Angeles  
12000 Vista Del Mar  
Playa Del Rey 90293  
(310) 648-5555  
timeyin.dafeta@lacity.org

18. **Attorney's Fees and Costs:** Each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

19. **Matters Covered by this Stipulation:** Upon approval by the Discharger, adoption by the Regional Water Board, or its delegee, as an Order, this Stipulation represents a final and binding resolution and settlement of all claims, violations or causes of action alleged above or which could have been asserted based on the specific facts alleged against the Discharger. The provisions of this Paragraph are expressly conditioned on the Discharger's full payment of administrative civil liability by the deadline specified in Paragraph 13 herein.

20. **Public Notice:** The Discharger and the Regional Water Board Prosecution Team understand that this Stipulation and Order must be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board, or its delegee. In the event objections are raised during the public review and comment period, the Regional Water Board or its delegee may, under certain circumstances, require a public hearing regarding the Stipulation and Order. In that event, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the proposed Order as necessary or advisable under the circumstances.

21. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for adopting the Order by the Regional Water Board and review of this Stipulation by the public is lawful and adequate. In the event procedural objections are raised prior to the 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.

22. **Interpretation:** This Stipulation and Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Discharger is represented by counsel in this matter.

23. **Modification:** This Stipulation and Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its delegee.

24. **If the Order Does Not Take Effect:** In the event that this 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 they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections based on settlement communications in 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 that 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 as a consequence of reviewing the Stipulation and/or the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the violations alleged in Attachment 1 in this matter; or
- B. Laches or delay or other equitable defenses based on the time-period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.

25. **Waiver of Hearing:** The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Regional Water Board prior to the adoption of the Order.

26. **Waiver of Right to Petition:** The Discharger hereby waives its right to petition the Regional Water Board's adoption of the Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.

27. **The Discharger's 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.



28. **Authority to Bind:** Each person executing this Stipulation in a representative capacity represents and warrants that he or she is authorized to execute this Stipulation on behalf of and to bind the entity on whose behalf he or she executes the Stipulation.

29. **Counterpart Signatures; Facsimile and Electronic Signature:** This Stipulation 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 Stipulation may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.

30. **Effective Date:** This Stipulation is effective and binding on the Parties upon the entry of this Order by the Regional Water Board or its delegee, which incorporates the terms of this Stipulation.

**IT IS SO STIPULATED.**

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

Date: Feb. 13, 2018

By: Samuel Unger  
**Samuel Unger  
Executive Officer**

**City of Los Angeles  
Department of Public Works**

[Signature]  
Kevin James, President      Date  
Board of Public Works

**LOS ANGELES SANITATION**

[Signature]      2/23/18  
Enrique C. Zaldivar      Date  
Director and General Manager

APPROVED AS TO FORM:  
Michael N. Feuer, City Attorney

By: Adena M. Hopenstand 2/23/18  
Adena M. Hopenstand Date  
Deputy City Attorney

ATTEST:  
Holly L. Wolcott, City Clerk

By: Michael Valderrama 2/28/18  
Deputy City Clerk Date



**HAVING CONSIDERED THE ALLEGATIONS AND THE PARTIES' STIPULATIONS, THE REGIONAL WATER BOARD, OR ITS DELEEGEE, FINDS THAT:**

31. The Regional Water Board incorporates the foregoing Stipulation, set forth in Paragraphs 1 through 30 above, by this reference, as if set forth fully herein.

32. Timeline for Completion of the terms of the Settlement Agreement and Stipulation for Entry of Order:

<b>Task</b>	<b>Deadline</b>
a) Payment of \$\$1,131,124.50 to the State Water Pollution Cleanup and Abatement Account	No later than 30 days from the date of this Order.
b) Completion of Environmental Cleanup and Awareness SEP	January 31, 2019
c) Submission of Final Report on Environmental Cleanup and Awareness SEP	March 31, 2019
d) Completion of Slauson Green Alley SEP	April 1, 2020
e) Completion of Kittyhawk Green Walkway SEP	April 1, 2020
f) Submission of Final Report for both Stormwater Quality Infiltration and Improvement SEPs	May 1, 2020

33. In accepting this Stipulation, the Regional Water Board has considered, where applicable, each of the factors prescribed in Water Code section 13385, subdivision (e) (see Attachment 1, incorporated herein by reference). The Regional Water Board's consideration of these factors is based upon information obtained by the Prosecution Team in investigating the allegations in Paragraphs 1 through 10 and in the Complaint or otherwise provided to the Regional Water Board. This settlement recovers the costs incurred by the Prosecution Staff in investigating and pursuing enforcement of the allegations set forth in Paragraphs 1 through 10 as "other matters as justice may require".

34. 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(a)(2), Title 14, of the California Code of Regulations.

35. The Executive Officer is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under the 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.

\_\_\_\_\_  
Paula Rasmussen  
Assistant Executive Officer

Date: \_\_\_\_\_

- Attachment 1: Enforcement Policy Methodology
- Attachment 2: City of Los Angeles SEP Proposal
- Attachment 3: Memorandum of Understanding Between the City of Los Angeles and Heal the Bay



# ATTACHMENT 1 to Order No. R4-2017-0199

## CITY OF LOS ANGELES HYPERION TREATMENT PLANT

### PENALTY METHODOLOGY

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#### 1. VIOLATIONS

This document provides information regarding the calculation of civil liability for violations of Order No. R4-2010-0200 by the City of Los Angeles.

The City violated Provision IV.A.7.a (see page 30) for Violations 1 and 2 as follows:

- “7. Waste discharged to the ocean must be essentially free of:
- a. Material that is floatable or will become floatable upon discharge.”

The City violated Provision VII.A.2.a (see page 35) for Violation 3:

- “2. The Discharger shall comply with the following Regional Water Board provisions:
- a. Neither the treatment nor the discharge of pollutants shall create pollution, contamination, or nuisance as defined in section 13050 of the California Water Code”. Nuisance is defined in section 13050 of the Water Code as anything which meets all of the following requirements:
    - (1) “Is injurious to health, or is indecent or offensive to the sense, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
    - (2) Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
    - (3) Occurs during, or as a result of, the treatment or disposal of wastes”.

The violations are grouped by the events and the days of discharge as follows:

<b>Violation 1</b> Unplanned Partial Diversion	<b>Violation 2</b> Planned Diversion Project (Days of Discharge)	<b>Violation 3</b> Planned Diversion Project (Beach Closure Days)
<p style="text-align: center;"><u>9/15/2015</u> 1 day</p> <ul style="list-style-type: none"> <li>• Discharge of floatable pollutants</li> </ul>	<p style="text-align: center;"><u>9/21/2015- 11/1/2015</u> 42 days</p> <ul style="list-style-type: none"> <li>• Discharge of floatable pollutants</li> </ul>	<p style="text-align: center;"><u>9/23/2015 -9/26/2015</u> 4 days</p> <ul style="list-style-type: none"> <li>• Discharges creating nuisance</li> <li>• Beach closures</li> <li>• Moderate harm to beneficial uses (impacts are observed and likely to attenuate without appreciable acute or chronic effects)</li> </ul>

## 2. HARM TO BENEFICIAL USES

### Violation 1

- Potential – “Below Moderate” or “2” since some harm from the pollutants are observed or reasonably expected.
- Characteristics – “Minor” or “1” due to numerous floating and suspended pollutants. The City Ocean Assessments Unit staff documented seeing hundreds to thousands of floating and suspended materials at the 1-mile outfall location including objects consisting of rubber goods, plastic goods, various unidentifiable anthropogenic debris, and sewage grease. These materials were observed by all persons onboard *Marine Surveyor*<sup>1</sup>.
- Cleanup-Cooperation – “Factor 1” because less than 50 percent of the discharge is susceptible for cleanup or abatement.
- Deviation – Major since permit requirements violated for discharge of floatables.
- The City Microbiology Unit staff confirmed finding four hygiene casings on September 16, 2015 on shoreline (one casing 100 yards north and three casings 100 yards south of HTP 1-mile pipeline route) and notified the plant<sup>2</sup>.

**[TOTAL=4]**

<sup>1</sup> See 13267 response, Appendix C, pages 2 and 9.

<sup>2</sup> Information obtained via conference call and subsequently sent to the Office of Enforcement (OE) by the City.

### Violation 2

- Potential – “Below Moderate” or “2” since some harm from the pollutants are observed or reasonably expected.
- Characteristics – “Minor” or “1” because floatables like plastic casings may pose minor risk or threat to potential receptors.
- Cleanup – “Factor 1” because less than 50 percent of the discharge is susceptible for cleanup or abatement.
- Deviation – Major since permit requirements violated for discharge of floatables.
- The City Microbiology also confirmed finding three casings on the Dockweiler State Beach on 9/22/15 after the Planned Diversion Project started.

[TOTAL=4]

### Violation 3

- Potential for Harm – “Above Moderate” or “4” because of beach closures.
  - More than moderate threat to beneficial uses since there was temporary restrictions on beneficial uses.
- Characteristics – “Minor” or “1” because floatables like plastic casings may pose minor risk or threat to potential receptors.
- Cleanup – “Factor 1” because less than 50 percent of the discharge is susceptible for cleanup or abatement.
- Deviation – Major since permit requirements require that the Discharger shall not create a nuisance.
- Beach closures = four days (9/23/15 to 9/26/15) for Dockweiler Beach and 2 days for El Segundo Beach. Includes a total of 3.3 miles of Dockweiler State Beach from Ballona Creek in Playa del Rey to Grand Avenue in the City of El Segundo and 1.0 mile of El Segundo beach from Grand Avenue in El Segundo to 45th Street in Manhattan Beach<sup>3</sup>

[TOTAL=6]

## **3. VOLUME ESTIMATION**

### Violation 1

- Calculations include the volume responsible for pushing discharges of floatables out the 1-mile Outfall.
- Total =5 hours
  - Start–10:13a.m.
  - Stop –3:13p.m.

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<sup>3</sup> See 13267 response, pages 69-70



- Volume = 31,549,000 [28,740,000 gallons from partial diversion flow over 5 hours + 2,810,000 gallons of stormwater inflow - first 1,000 gallons per Water Code 13385].

#### Violation 2

- No volume calculated or assessed.

#### Violation 3

- No volume calculated or assessed.

### 4. PER DAY PENALTIES

#### Violation 1

- One day of violation (maximum of \$10,000 per day).

#### Violation 2

- 42 days of violations (maximum of \$10,000 per day).

#### Violation 3

- 4 days of violations<sup>4</sup> (maximum of \$10,000 per day).
- Subsequent to the discharge pollutants such as tampon applicators, medical waste, and other floatables, these items washed up on El Segundo and Dockweiler beaches on or around 9/23/15. Los Angeles County Public Health officials issued a new release regarding the beach closures advising residents to avoid contact with the ocean, wet sand, and any materials that washed up on shore in the area. Both beaches closed 9/23/15 at 10pm. El Segundo Beach was re-opened on 9/25/15 at 9 p.m. and Dockweiler State Beach was re-opened on 9/26/16 at 1 p.m.

### 5. CULPABILITY

For all violations, a significant increase in the culpability adjustment is justified as follows:

- The City was fully aware of possibility of debris in 1-mile outfall as stated in their 13267 response<sup>5</sup>: *“Based on LASAN’s experience from the diversion of effluent to the 1-mile Outfall in 2006, it was anticipated there might be debris in the 1-mile Outfall during the planned diversion in 2015. LASAN made provisions to install a debris capture device (net) at the terminus of the outfall.”*
- The City admits that only the small stormwater catch basins (with pipes less than 2’ diameter) were cleaned prior to the Unplanned Partial Diversion event. Larger stormwater pipes in the plant were not cleaned until after the Planned Diversion Project started, and after floatable pollutant discharges were already identified from the Unplanned Partial Diversion event.

<sup>4</sup> See 13267 response, Table 2.13 on page 23

<sup>5</sup> See 13267 response, page 60



- The City Advisory Panel, hired by the City after the incidents, conducted an in-depth assessment to help prevent the occurrence of a similar incident in the future. The Advisory Panel identified several significant recommendations and suggestions moving forward<sup>6</sup> that highlight weaknesses in The City's existing procedures which contributed to the discharges. The recommendations include, for example:
  1. Assure and document that all storm drain lines are clean.
  2. Assure that Surge Chamber and 1-mile Outfall is clear of all debris.
  3. Routinely inspect and clean 1-mile Surge Chamber to prevent future accumulations from the South Beach Parking Lot and the Vista del Mar storm drain.
  4. If floatables are discovered, take corrective actions with the County to control discharge.<sup>7</sup>

#### Additional considerations for Violation 1

- 1.3 multiplier since it was caused by a malfunctioning discharge valve on pump #2 in the Effluent Pumping Plant (EPP) causing effluent to "reverse" flow back through pump #2 and begin to flood the inside the EPP basement through a manhole that was removed by a contractor doing repairs on the discharge valve<sup>8</sup>.
- The City had prior knowledge and advance warning about corrosion problems with this valve. It was programmed and in the process of being fixed as part of the Effluent Pumping Plant Replacement Project).
- The City could have and should have done more adequate preparations before the major storm hit to ensure that all pumps in the EPP could be used due to substantial rainfall and increased inflow and infiltration (I/I) from HTP sewage collection system. OE was unable to verify that the City performed advanced checks or had procedures in place for the EPP prior to the forecasted storm that could have eliminated this discharge event. This includes activities such as performing start-up/testing of the EPP pumps and associated valves (including tests to disassembled components would not affect EPP operations), use of written EPP standard operating procedures (SOPs) for operators during major storm events, or written SOPs specific for conducting sampling, monitoring, and cleaning of the outfall components.

#### Additional considerations for Violations 2 and 3

- 1.4 multiplier since after the Unplanned Partial Diversion Event, the City was well aware of the discharge of pollutants, but it failed to conduct an adequate investigation to determine the source of pollutants before the Planned Diversion Project began. An investigation and inspection of the storm water collection system and associated piping connected to the 1-mile Outfall could have identified materials and eliminated the discharges of pollutants.
- The City was well aware of threat that floatable pollutants could be discharged from the 1-mile Outfall and attempted numerous, extensive fixes to have netting installed on the outfall to prevent debris from being discharged. Unfortunately, these efforts largely proved unsuccessful. Examples include<sup>9</sup>:

<sup>6</sup> See 13267, page 54

<sup>7</sup> See 13267 response, page 54

<sup>8</sup> See 13267 response, page 2

<sup>9</sup> See 13267 response, page 61

- 09/17/15: ¾ inch netting was installed over the outlet ports on the 1-mile outfall.
- 09/23/15: netting was observed to be loose and displaced.
- 09/25/15: two layers of netting with smaller (1/2 inch) openings were installed.
- 09/26/15: large cargo net was installed.
- 10/03/15: new commercial grade ½ inch net installed.
- 10/23/15: net observed to be tearing.
- 10/24/15: failing net was removed.
- 11/24/15: new ½ inch net installed.

## 6. CLEANUP/COOPERATION

For all violations, an increase in the cleanup and cooperation adjustment factor is justified as follows:

- 1.1 multiplier since LASAN should but did not deploy any containment/recovery operations on waters to remove as many floatable pollutants as possible before wastes reached beaches. For example, the City could have acquired or utilized containment booms at the outfalls to prevent the floatable pollutants from being dispersed and reaching the beaches.

## 7. HISTORY OF VIOLATIONS

### Violation 1

- 1.0 (neutral) because there was no prior history of similar violations.

### Violations 2-3

- 1.0 (neutral) because there was no prior history of similar violations.

## 8. ECONOMIC BENEFIT

Pursuant to Water Code section 13385(e), civil liability, at a minimum, must be assessed at a level that recovers the economic benefit, if any, derived from the acts that constitute a violation. As documented in this complaint, the Discharger released a significant quantity of pollutants to waters of the United States. Had the Discharger performed certain actions, the discharges could have been prevented or minimized. As a result, the Discharger realized a significant economic benefit as summarized below:

The City has explained that pollutants found in the vicinity of the outfall and along public beaches originated in the storm sewer system. Based on available information, the Regional Board contends that the City did not adequately maintain the storm sewer system, which ultimately contributed the discharge of pollutants. Had the City implemented a routine inspection and cleaning program, debris accumulation within the system would have been minimalized. Because the pollutants are believed to have originated from a sanitary sewer overflow (SSO) event in 2005, it is determined that the storm sewer system has not been inspected or cleaned for at least 10 years. Therefore, the cleaning activities performed by the City in response to the illicit discharge were considered avoided, as additional inspection/cleaning activities should have been performed immediately following the SSO event in 2005. Costs provided by the City amount to approximately \$204,527, which include the cleaning and/or inspection of approximately 3.7 miles of storm sewer

system piping/infrastructure. Additional cleaning/inspection events that may have been warranted from 2005 to present were not considered in this analysis.

The cause of the initial discharge of pollutants is understood to be the result of an effluent pumping plant discharge valve failure on pump #2. Replacement of the 78-inch butterfly valve was recommended in a 2006 condition assessment report provided by the City; however, the work was delayed to be combined with other capital projects until 2015. The delay in replacement is believed to be responsible for the valve failure and subsequent unplanned discharge on September 15, 2015. The cost of replacing the butterfly valve was estimated to be approximately \$97,679. This estimate does not include additional costs associated with valve access, removal, safety, or oversight/project management, which is likely significant.

Based on information provided by the City, the spill response efforts by the City were not effective at reducing pollutants resulting in public exposure and beach closures. The Water Boards believe that additional efforts to identify, contain, and remove floatable pollutants released from the outfall should have occurred. As pollutants were identified from September to December, 2015 on beaches, a dedicated response team should have been deployed. The Regional Board has estimated that the cost of deploying an additional boat (including captain and two crew) for the purposes of observing and capturing floatable pollutants to be approximately \$91,816 and would have likely been necessary from all the days of discharge at the 1-mile outfall.

Additionally for violations 2 and 3, the City failed to adequately investigate the source of pollutants after the unplanned discharge. An additional construction delay to adequately investigate and prevent the discharge of pollutants during the planned discharge at the 1-mile outfall is estimated to be approximately two weeks. Delayed construction project costs are based on estimated idling costs associated with the time delays in mobilization and standby charges for subcontractors and were estimated to be approximately \$354,000.

The BEN financial model provided by the United States Environmental Protection Agency was used to compute the total economic benefit of noncompliance. Cost estimate and other assumptions are detailed in the attached table. For computational purposes, the penalty payment date was established as the projected hearing date, October 15, 2016. Changes to this date will affect the total economic benefit. Based on specific assumptions within the model, the total economic benefit of noncompliance was determined to be approximately \$693,603. The Enforcement Policy states (p. 21) that the total liability shall be at least 10% higher than the economic benefit, "so that liabilities are not construed as the cost of doing business and the assessed liability provides meaningful deterrent to future violations." Therefore the minimum total liability associated with the economic benefit is approximately \$762,963.

Since Violations 2 and 3 have economic benefits that can be attributed to the violation, the economic benefit was calculated individually for each. For Violation 2, the economic benefit was realized from the inadequate cleanup operations and failure to delay the project to investigate the source of pollutants after the unplanned discharge. The City had similar economic benefits for Violation 3, but the benefit was calculated for six days of floatable pollutant cleanup instead of 42 days since the beaches reopened six days after the discharge began. For both of these violations, the economic benefit was larger than the maximum penalty allowed by statute. Therefore, the maximum liability was used for these violations.



**9. ESTIMATED LIABILITY**

<b>FACTOR</b>	<b>VIOLATION #1 Unplanned Partial Diversion</b>	<b>VIOLATION #2 Planned Division Project (Other Days)</b>	<b>VIOLATION #3 Creation of a Nuisance condition (Beach Closures)</b>
Harm	4 (2/1/1/Major)	4 (2/1/1/Major)	6 (4/1/1/Major)
Volume	31,549,000	n/a	n/a
Number of days	1	42	4
Culpability	1.3	1.4	1.4
Cleanup- Cooperation	1.1	1.1	1.1
History of Violations	1.0	1.0	1.0
Economic Benefit	\$240,003	\$453,600	
Estimated Liability	\$2,256,111	\$420,000	\$40,000
<b>TOTAL</b>			<b>\$2,716,111</b>



**CITY OF LOS ANGELES  
LA SANITATION (LASAN)  
SUPPLEMENTAL ENVIRONMENTAL PROJECTS PROPOSAL  
FOR THE UNAUTHORIZED DISCHARGE OF MATERIALS OF  
SEWAGE ORIGIN INTO THE PACIFIC OCEAN BEGINNING ON  
SEPTEMBER 15, 2015**

**HYPERION TREATMENT PLANT  
12000 VISTA DEL MAR, PLAYA DEL REY, CALIFORNIA  
(NPDES PERMIT NO. CA0109991, ORDER NO. R4-2017-0045)**

**February 2018**



## **1.0 BACKGROUND**

On September 10, 2015, the Regional Water Quality Control Board (RWQCB) adopted Resolution No. R15-008 for the City of Los Angeles' Temporary 6-week Bypass of Secondary Effluent from the 5-Mile Outfall to the 1-Mile Outfall at the Hyperion Treatment Plant (HTP), effective September 21, 2015. Approval of this resolution was necessary for the City to refurbish the Effluent Pumping Plant (EPP) discharge header and replace the 120-inch gravity valve. A complete shutdown of the 5-Mile Outfall and effluent pumping system was required to perform the work.

On September 15, 2015, the City of Los Angeles Bureau of Sanitation (LASAN) executed an unplanned partial diversion of fully treated, chlorinated secondary effluent from HTP to the 1-Mile Outfall while concurrently discharging to the 5-Mile Outfall during heavy rain and high influent flows. The unplanned use of the 1-Mile Outfall on September 15, 2015 was due to the malfunction of a valve in the EPP that resulted in flooding in the EPP basement. EPP pumps were turned off to avoid further flooding of the basement and some of the chlorinated plant effluent was diverted to the 1-Mile Outfall for discharge. The diversion of excess flow through the 1-Mile Outfall occurred for 5 hours from 10:13 AM to 3:13 PM. During that time, the 5-Mile Outfall was still in service using gravity flow.

LASAN received the first notification of MOSO, including plastic casings for feminine hygiene products, washing ashore on Dockweiler Beach on Tuesday, September 22, 2015. On Wednesday, September 23, 2015, Dockweiler State Beach and El Segundo Beach were subsequently closed by Los Angeles County Department of Public Health officials after hypodermic needles and feminine hygiene plastic casings were found on the beach.

The first significant use of the Hyperion One Mile Outfall in ten years resulted in the flushing out of debris from a January 2005 raw sewage spill of 160,000 gallons that lay dormant in the plant storm drain system tributary to the One-Mile Outfall. The debris that was flushed out of the One-Mile Outfall into the Santa Monica Bay washed ashore and resulted in the closure of Dockweiler and El Segundo Beaches for 4 days in September of 2015. The use of the One-Mile Outfall on September 15, 2015 was due to the malfunction of the closed discharge valve of Effluent Pump #2 and the subsequent flooding of the EPP basement by the discharge of secondary effluent through maintenance access points that were open to facilitate work by the City's contractor as part of the Hyperion Effluent Pumping Plant Discharge System Replacement Project.

The Hyperion Effluent Pumping Plant Discharge System Replacement Project was necessary to avoid a potential catastrophic failure of the plant's discharge system. The repair work cost approximately \$10 million, and required six weeks shutdown of Five-Mile Outfall (September 21 – Nov 1, 2015). During the 6-week period, Hyperion Treatment Plant highly treated, disinfected effluent was discharged through the One-Mile Outfall. The repair work was performed continuously (24 hours a day, 7 days a week) to minimize the shutdown of the Five-Mile Outfall, and was strategically scheduled to occur after peak summer beach attendance and before the wet weather season. The City also conducted extensive environmental monitoring of Santa Monica Bay, during the Five-Mile Outfall shutdown and One-Mile Outfall diversion. Extensive public outreach presentations for stakeholders, governmental agencies and the public took place prior to the repair work.

The major work on the HTP Effluent Pumping Plant Discharge System Replacement Project was completed on November 1, 2015, and flows were returned to the Five-Mile Outfall. The valve that malfunctioned on September 15, 2015 was replaced as planned under the Effluent Pumping Plant Discharge System Replacement Project, and retrofit work conducted on the pumps, valves, and piping will ensure reliability of the Effluent Pumping System to the Five-Mile Outfall for another 50 years.

The RWQCB and the State Water Resources Control Board (SWRCB) determined that the City was liable for the MOSO discharge and proposed a penalty. Representatives of the City of Los Angeles, SWRCB, and RWQCB met on September 23, 2016 to discuss the Penalty Methodology for Hyperion Treatment Plant Violation #1: Unplanned Partial Diversion on September 15, 2015; Violation #2: Planned Diversion Project for 42 days (Sept 21 – Nov 1, 2015), and Violation #3: Creation of a Nuisance Condition (4 days of beach closure from 9/23/2015 -9/26/2015).

The City in a letter dated October 13, 2016 requested a reconsideration of the Penalty Methodology, and the SWRCB subsequently notified the City on November 29, 2016 that the calculated liability for the violations is \$2,262,249. The City accepted the SWRCB proposal to settle this matter for \$2,262,249 in a letter dated November 29, 2016.

As part of the settlement negotiations, the City expressed interest in allocating settlement monies toward Supplemental Environmental Projects (SEPs). The City and SWRCB agreed that 50% of \$2,262,249 which is \$1,131,124.5 will be allocated to SEPs. This report provides the City's proposal of SEPs satisfying 50% of the agreed upon stipulated monetary assessment.

## **2.0 SUPPLEMENTAL ENVIRONMENTAL PROJECTS**

The City proposes to designate funding for the following:

- Environmental Cleanup and Awareness Education (\$210,124)
- Stormwater quality improvement and infiltration projects (\$921,000)
  - Slauson Green Alley Project (\$331,000)
  - Kittyhawk Green Walkway Project (\$590, 000)

The Proposals and project concepts are presented herein as follows:

### **2.1 ENVIRONMENTAL CLEANUP AND AWARENESS EDUCATION**

The City's plan is to implement a Los Angeles city-wide cleanup and education program to improve water literacy among beachgoers and water users that will increase public understanding of water as a valuable resource, understanding of the City's wastewater and stormwater systems, and region-wide efforts to enhance integrated water management. This goal will be met by utilizing the capacity of local Non-Governmental Organizations (NGOs) and their memberships across the City to provide city residents with a better understanding of complex water issues. The City will accomplish this goal by using community clean-ups (both inland and coastal), educational presentations, and presence at community outreach events, such as festivals and resource fairs. Heal the Bay has agreed to lead the coordination with other local NGOs, and has performed in a similar capacity on past grant projects.

The City's proposal is inclusive of the various NGOs that are stakeholders in the Santa Monica Bay and surrounding areas and raises awareness about LASAN's role in protecting the environment. The NGOs expected to participate are HTB, Tree People, LA Waterkeeper, Ballona Creek Renaissance, Friends of Ballona Wetlands, Surfrider South Bay Chapter, Audubon Society, Pacoima Beautiful, Korea Town Community Center, Clean San Pedro, California Greenworks, and Urban Semillas.

These listed NGOs were selected because of interest in protecting the beneficial uses of Santa Monica Bay, eliminating plastics pollution in the ocean, support of green streets/stormwater capture, their nexus to Santa Monica Bay via treatment of their wastewater at Hyperion, and Clean San Pedro, with importance of keeping the Pacific Ocean clean.

Using trusted organizations to relay important water information will help residents of the City understand water, provide them the opportunity not only to see firsthand the pollution problem on our streets and its connection to our coast, but also help them see the larger water story through introduction to City efforts like One Water and other region-wide water resiliency efforts. This will make for a smarter more engaged civic-minded community.

#### **Work Plan**

LASAN selected Heal the Bay to lead the environmental cleanup and education program because it has experience partnering with other NGOs in performing environmental cleanups such as coastal day cleanups.

Heal the Bay (SEP recipient and administrator to Contracted NGOs) will be allocated \$74,000 and is responsible for the following activities:

- Serve as lead contractor and manage subcontracts to partners,
- Serve as liaison to LASAN over the course of the project,
- Develop water outreach materials in partnership with partners and LASAN,
- Manage subcontracts for non-NGO partners, like graphic designers,
- Co-lead partners training and youth summit with Tree People,
- Lead captain trainings for cleanups,
- Coordinate calendar and permit cleanup events,
- Prepare program assessment template and compile results,
- Prepare and submit final report,
- Coordinate 30 additional cleanups across the region, and
- Provide general SEP administration.



**Program Outline:**

Task 1: Partner Contracts	
April May 2018	Prepare 11 partner contracts
	Meet with partners
	Train interns
	Develop pre and post program evaluations
Task 2: Prepare Literacy Materials	
April May 2018	Meet with relevant experts and stakeholders on water literacy to discuss educational material development
	Conduct research and literature reviews to inform outreach content
	Complete initial draft of the outreach content
	Review of the draft content by partners and LASAN
	Make necessary revisions to the content
	Finalize and approve content
Task 3: Produce Outreach Materials	
May June 2018	Contract graphic designer to design and produce educational materials
	Translate educational materials into Spanish (at a minimum)
	Review and finalize designed educational materials
	Build tabling kits for partners
Task 4: Train 10 Partners	
June - July 2018	Work with Tree People to create 1/2 day water literacy training
	Lead cleanup captains training
Task 5: Water Literacy Youth Summit	
January - February 2019	Host partner meeting to develop water literacy youth summit goals
	Develop agenda and plan youth summit
	Host youth summit at Tree People facility
Task 6: Cleanups and Outreach Events	
July 2018 February 2019	Meet with partners to coordinate plan for cleanup and outreach events
	Permit all partner and HTB cleanup events
	All partners participate in clean up captain training and host Coastal Cleanup Day site (Sept 15)
Task 7: Admin	
July 5, 2018:1 <sup>st</sup> Quarterly Report	Conduct program assessment Prepare Quarterly and Final Reports
October 5, 2018:2 <sup>nd</sup> Quarterly Report	
January 5, 2019 :3 <sup>rd</sup> Quarterly Report	
February 28, 2019: Final Report	

**Environmental Cleanups and Education**

Table 1 (LASAN SEP Budget) show the cost breakdown regarding what will be spent on environmental cleanups (\$145,765) versus education (\$64,359).

**Table 1 LASAN PROPOSED SEP BUDGET**

<b>Tasks</b>	<b>Quantity</b>	<b>Cost Per Unit</b>	<b>Education Budget</b>	<b>Cleanup Budget</b>
30 NGO partner cleanups, 20 additional cleanups or literacy outreach events performed by 10 partner NGOs	50 events	\$10,660 for 10 Contract NGOs		\$106,660
Cleanups including training and supplies	7 Heal the Bay cleanups, 30 cleanup sites on Coastal Cleanup Day, Sept 15, 2018			\$ 11,514
NGO Partner Training	Room Rental @ \$5000, Training Supplies @ \$1,000 + Misc.	\$1159 for HTB + \$5750 for Tree People	\$ 6,909	
Design of Materials	Graphic Designer		\$ 5,200	
Printing of Materials			\$ 6,000	
Youth Summit	Room Rental @ \$5000, Giveaways/supplies @ \$4,752 + Food \$1500	\$2002 for HTB + \$9250 for Tree People	\$ 11,252	
Ground transport, mileage, parking				\$ 600
Speakers Bureau Manager	200 hours	\$23/hour		\$ 4,600
Cleanup Coordinator	386 hours	\$24/hour	\$7,248	\$ 2,016
Director of Programs	325 hours	\$55/hour		\$ 17,875
Admin/ Billing				\$ 2,500
HS Coordinator/Educator	750 hours x \$17/hr = \$12,750 for Heal the Bay	\$12,750 for HTB + \$15,000 for Tree People	\$27,750	
<b>TOTAL</b>			<b>\$64,359</b>	<b>\$145,765</b>

*Education (\$64,359)*

Heal the Bay will be allocated \$34,359 for education related activities and Tree People will be allocated \$30,000.

Tree People is responsible for the following educational activities:

- Participate in update of water literacy outreach materials in partnership with Heal the Bay and LASAN,
- Co-lead partners training with Heal the Bay,
- Provide logistical support (e.g. location, food, parking, etc.) for partners training and youth summit,
- Recruit participants from current educational programs for SEP outreach and clean-up events, and

- Host a Coastal Cleanup Day site.

#### Youth Summit

Heal the Bay and partners will host a youth summit for 100 middle and high school students at the Tree People facility between January and February 2019. After participating, students will have greater understanding of the water system in Los Angeles and how to be stewards of clean water.

#### *Environmental Cleanups (\$145,765)*

Heal the Bay will be allocated \$39,105 for environmental cleanups, and Contracted Partner NGOs will be allocated \$106,660 out of the \$145,765 spent on environmental cleanups.

Contracted partner organizations are responsible for the following activities:

- Participate in water literacy training,
- Participate in captain training for clean-ups (optional for groups already running cleanups),
- Lead and execute 3 cleanup events (one of which will be on Coastal Cleanup Day September 15, 2018), and
- Lead or participate in at least two additional events between April and October (from the following list):
  - Lead a neighborhood, river, or beach clean-up,
  - Present water literacy education to community group, school, faith group, business or other community based organization, and/or
  - Present water literacy materials by tabling at a resource fair or community festival.

#### **Heal the Bay's Role**

Heal the Bay will be the lead organization for the environmental cleanup and education program and will manage subcontracts with partners, develop water outreach materials in collaboration with partners and LASAN, co-lead training of partners and youth summit with Tree People, lead captain trainings for cleanups, coordinate calendar and permit cleanup events, prepare program assessment template, compile results, and prepare and submit the final report. This organization has established experience managing and administering grant projects of a similar scope with multiple participating NGOs and LASAN is confident in their ability to make this project a success.

Contracted Partner NGOs will be required to sign partner agreements with Heal the Bay that fully explains the program. Each partner organization will be paid in three installments, initiated by submitting an invoice to Heal the Bay. The first payment will be after successful participation of at least two members of the organization (staff and/or volunteers) in the water literacy and cleanup trainings. The second payment will be after invoice and report is submitted to Heal the Bay detailing the first two cleanup/outreach events; and the third payment will be after invoice and report is submitted to Heal the Bay detailing the final two cleanup/outreach events. Heal the Bay will keep detailed records regarding SEP subcontractor allocations internally, with the oversight of the Program Director and Finance Director.

Heal the Bay will conduct program assessment and submit a final report to LASAN. The Program Assessment by Heal the Bay will assess program success using the following metrics:

- *April 1 2018 – May 31, 2018:* Up to 11 geographically and diverse partner contracts will be signed. HTB, working with Tree People and LASAN, will finalize its multi-language curriculum (bi-lingual Spanish and English at a minimum).
- *June 1, 2018 – July 30, 2018:* HTB and Tree People will train representatives from 10 community partner organizations (approximately 30 people).
- *June - July 2018:* HTB will lead a cleanup captains training for organizations that are unfamiliar with leading community cleanups.
- *July 1, 2018 – February 15, 2019:* 64 cleanups and 18 additional events will take place: HTB will lead 7 coastal cleanup events (approximately 5,000 attendees). Contracted partners will lead 27 additional cleanups (approximately 1000 attendees total), plus 18 additional events - either more cleanups or water literacy outreach (presentations or tabling events). HTB will coordinate an additional 30 clean up events on Coastal Cleanup Day (approximately 10,000 attendees).
- *January - February 2019:* HTB and partners will host a youth summit for 100 middle and high school students at the Tree People facility. After participating, students will have a greater understanding of the water system in Los Angeles and how to be stewards of clean water.
- *February 28, 2019:* HTB will provide LASAN with the Final Report on the Environmental Cleanup and Educational Awareness Education SEP.

## **2.2 SLAUSON GREEN ALLEY PROJECT (\$331,000)**

The City proposes to assign \$331,000 to develop a green concept for the Slauson Green Alley Project. This is a new project that is not part of the City's Enhanced Watershed Management Plan. The City confirms that this project is in addition to those projects the City has planned to meet its LA MS4 obligations, and that the anticipated volume capture of stormwater and non-stormwater runoff from this project is in addition to the capture volume required by the Reasonable Assurance Analysis.

### **2.2.1 Introduction**

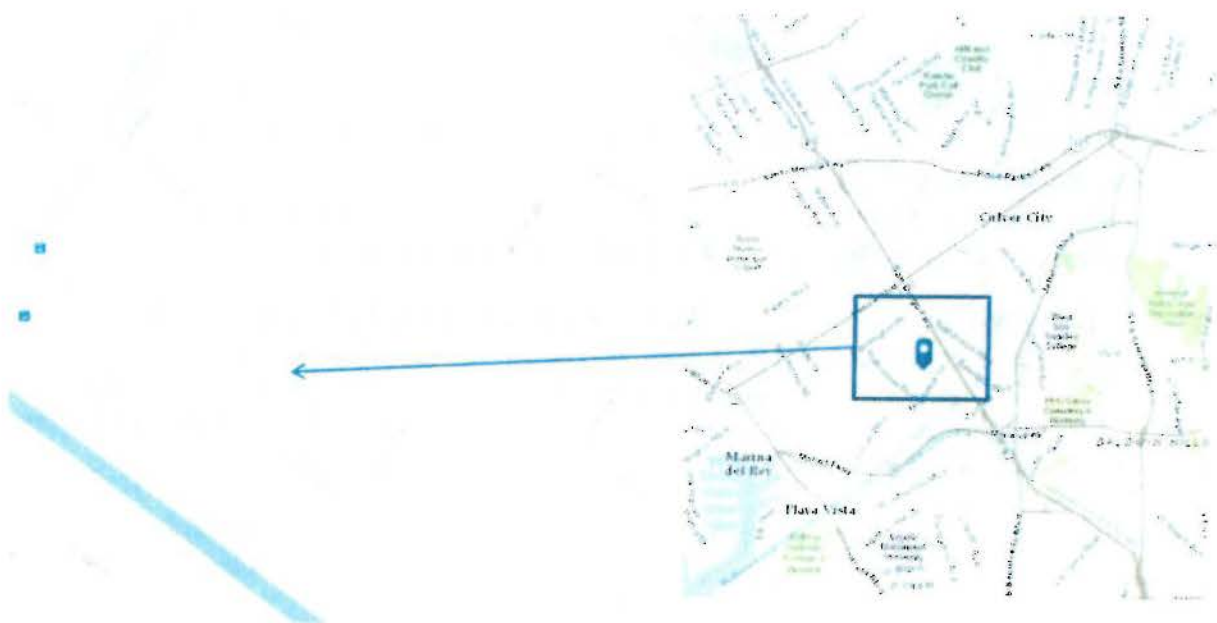
The City is proposing to develop a green concept for an alley between Slauson Avenue and Dawes Avenue, immediately south of Culver Boulevard. Figure 1 provides a location of the Slauson Green Alley Project. The project will convey runoff from the alley to a rain garden with the objective of reducing pollutants associated with stormwater runoffs. This project will also improve the aesthetics of the existing alley, and provide flood mitigation as an added benefit.

The alley is approximately 500 feet long with a width of 20 feet encompassing 21 parcels on either side. Access to the alley at the northwest end is from the cross-alley between Dawes Avenue and Slauson Avenue (Slauson/Dawes Connector). In the southeast direction, the alley dead-ends in a cul-de-sac bordering the backyard of several properties without any access to the public right-of-way (ROW). The alley currently has no paving, is ungraded with patches of grass, and becomes muddy and flooded during rain events as shown in Figure 2. The flow direction is from the northwest to southeast, and the alley likely receives runoff from the Slauson/Dawes Connector, which is at a slightly higher elevation than the alley. This connector is paved, but in poor condition. Plans are already underway to resurface the Slauson/Dawes Connector. Hence, this connector is not part of the scope for this project.

The alley does not have any drainage infrastructure to remove excess runoff, which is the main reason for flooding. A culvert is located at the southeast terminus of the alley. However, this



existing reinforced concrete storm drain culvert conveys runoff from Dawes Avenue to Slauson Avenue and does not collect any runoff from the alley. As shown in Figure 3, the drainage area to the alley is roughly estimated to be about 1.92 acres.



**Figure 1.** Vicinity map of the Slauson Green Alley Project



**Figure 2.** Existing conditions of the alley.

### 2.2.2 Project Information

The existing conditions of the alley and its immediate surroundings were evaluated from multiple sources, including the following:

- Stormwater Drainage System (NavigateLA)
- Sanitary Sewer System (NavigateLA)
- Soil Boring Log (NavigateLA)
- Design Criteria for Special Street Components and Projects (Street Design Manual, Bureau of Engineering)
- Historical Groundwater Well Measurement Data (DPW, Los Angeles County)
- Los Angeles County Hydrology Map (DPW, Los Angeles County)

The Slauson Green Alley Project is located in the Sepulveda Channel subwatershed, which drains to Ballona Creek. Groundwater depth is estimated at 34 ft. The prevailing soil at the site was identified as Yolo Clay Loam which has an infiltration rate of about 0.3 inches per hour, which is deemed infeasible for runoff infiltration. The project site is also located in a liquefaction zone. Additional site details are provided in Table 2.

Infiltration opportunities are further limited by the presence of an 8" sewer line along the centerline of the alley and three sewer manholes (Figure 4). This sewer line is 5 to 9 feet below the surface, sloping down from the cul-de-sac towards the Slauson/Dawes Connector.



Figure 3. Estimated drainage area of the Slauson Alley



**Table 2. General Project Characteristics**

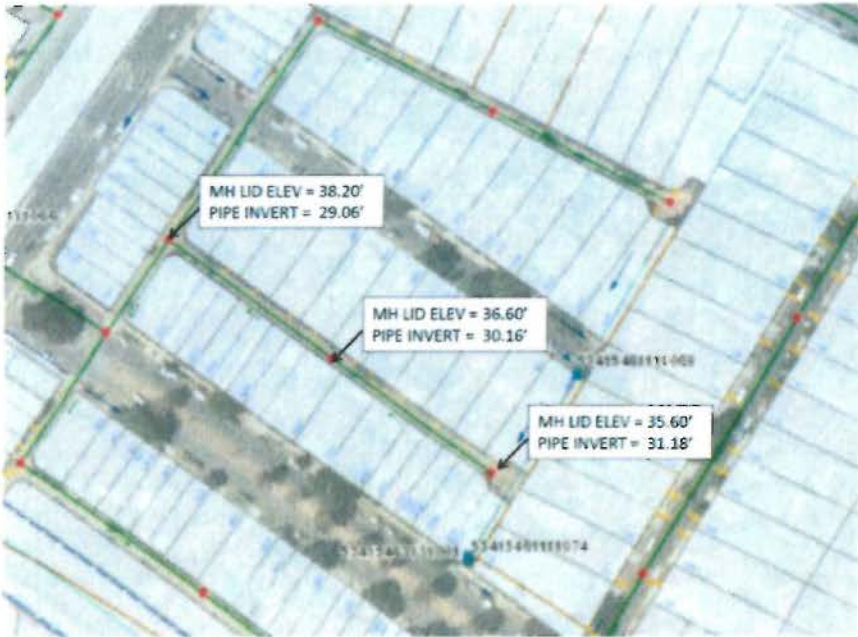
<b>Watershed</b>	Ballona Creek
<b>Receiving Water</b>	Sepulveda Channel to Ballona Creek to Santa Monica Bay
<b>Applicable TMDLs</b>	Ballona Creek Metals, Toxics, and Bacteria TMDLs
<b>Drainage Map</b>	534-4-15
<b>Street name</b>	"Slauson alley"
<b>Nearest cross streets</b>	Slauson Avenue, Culver Boulevard, Dawes Street
<b>Latitude extent</b>	33°59'42.13"N
<b>Longitude extent</b>	118°27'4.45"W
<b>City/cities</b>	Los Angeles
<b>Los Angeles Council District</b>	11
<b>Disadvantaged community</b>	No
<b>Alley length (feet)</b>	500
<b>Alley width (feet)</b>	20
<b>Street slope (%)</b>	0.011
<b>Medians (feet)</b>	N/A
<b>Adjacent land uses</b>	Single and Multifamily Residential
<b>Soil group</b>	Type D
<b>Infiltration rate (inch/hour)</b>	0.23
<b>Ground water depth (ft bgs)</b>	34
<b>Project drainage area (acres)</b>	1.92

**Table 3. Anticipated Stormwater Runoff Volume by Storm Event**

<b>Design Storm</b>	<b>Acre-Feet</b>	<b>Cubic feet</b>	<b>Gallon</b>
85th percentile	0.076	3,311	24,765
2-year	0.153	6,665	49,885
5-year	0.240	10,454	78,204
10-year	0.300	13,068	97,755
50-year	0.442	19,269.83	144,026

We used the County's Hydrology Manual to estimate runoff volumes from different storm events as shown in **Table 3**. For this project, we selected the 2-year design storm for developing the proposed project and the alternatives. This is more than the typical design storm for a water quality

project (often 0.75" or the runoff of the 85<sup>th</sup> percentile 24-hour storm event) in order to provide additional flood protection.



**Figure 4.** Sanitary Sewer Pipeline Information

### 2.2.3 Proposed Project

The general layout of the proposed project is shown in Figures 5a and 5b. The goal of this project is to use established and City-approved designs and stormwater management practices as much as possible in order to minimize design, permitting, and approval requirements.





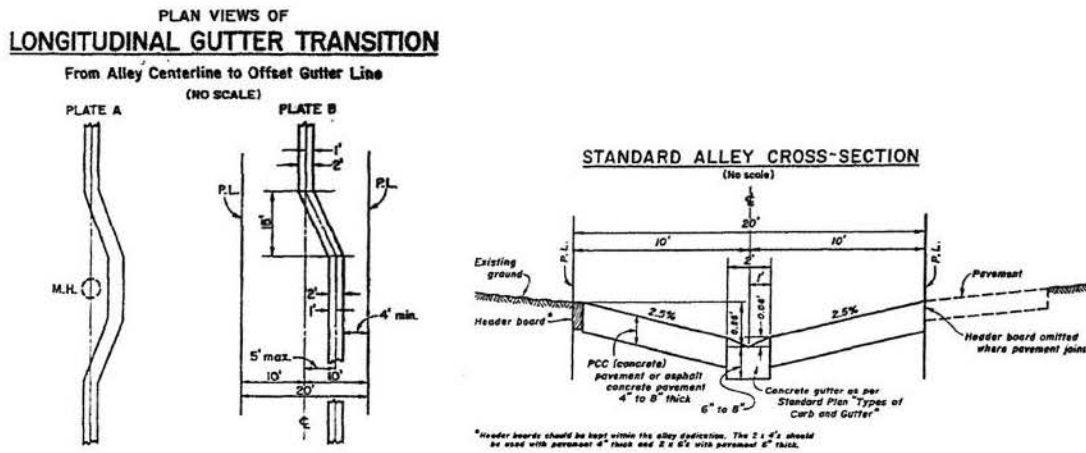
**Figure 5a. Proposed Project**



**Figure 5b. Proposed Project**

We propose the following project components:

- a) **Grading:** The alley will be sloped slightly downward from the northwest end to the southeast end towards the cul-de-sac and the existing reinforced concrete storm drain culvert between Dawes and Slauson Avenues. The centerline of the alley should be slightly lower than the sides, so that any runoff will be collected in the centerline for conveyance towards the cul-de-sac.
  
- b) **Main Alley – Asphalt Concrete Pavement with Concrete Gutter in Centerline:** The centerline of the alley will be a concrete gutter to collect and convey the runoff. City Bureau of Engineering design standards are shown immediately below. It is suggested to use **Asphalt concrete** paving on both sides of the concrete gutter.



- c) **Rain Garden at the Southeast Terminus of the Alley:** The flow from the concrete gutter will be conveyed into a rain garden with an approximate size of 30'x20' at the cul-de-sac (southeast terminus of the alley). This rain garden will be filled with porous rock and covered with a layer of soil and plants. Runoff will enter the rain garden and undergo natural removal of stormwater pollutants. The rain garden will have an overflow connection to an existing 9" diameter reinforced concrete box culvert. This culvert connects to the gutter that runs along Slauson Ave and into the nearest existing catch basin, which is approximately 450' from the box culvert outlet. Water from this catch basin flows through an 18" lateral pipe, then into the 63" RCP storm drain main line. A cross section of the rain garden is shown in **Figure 6**.

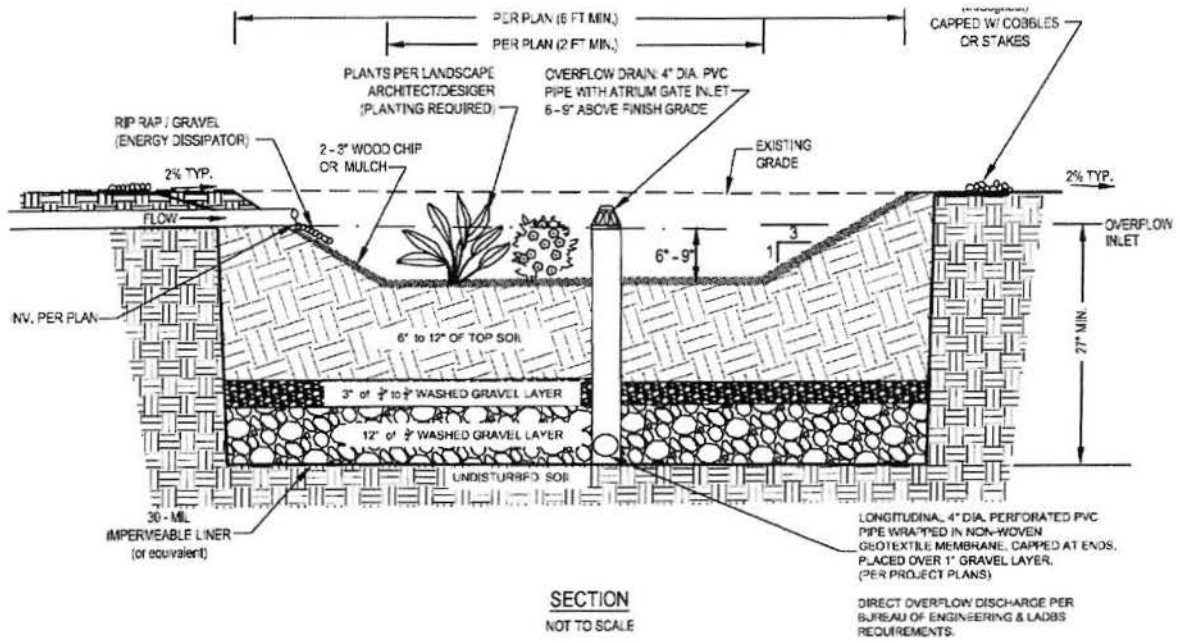


Figure 6. Lined rain garden (Low Impact Development Handbook Appendix E)



### 2.2.4 Cost Estimate

Table 4 provides a preliminary cost estimate of the project using data from the City's Bureau of Engineering, and EPA where available.

**Table 4. Cost Estimate (Class O) of Slauson Green Alley Project**

	Quantity	Unit	Cost Per Unit	Cost
Grading, Excavation, and Haulaway	680	CY	\$ 150.00	\$ 102,000
Longitudinal concrete Gutter	490	LF	\$ 25.00	\$ 12,250
Asphalt Pavement	6,580	SF	\$ 5.00	\$ 32,900
<b>Gutter and Pavement</b>				<b>\$ 147,150</b>
	Quantity	Unit	Cost Per Unit	Cost
Lined Rain Garden	31	CY	\$ 800.00	\$ 24,889
Excavation	31	CY	\$ 150.00	\$ 4,650
<b>Rain Garden</b>				<b>\$ 29,539</b>
Grated Catch Basin	1	EA	\$ 1,000.00	\$ 1,000
Install 18" RCP Connector Pipe	10	LF	\$ 100.00	\$ 1,000
<b>New Connection to Existing Storm Drain</b>				<b>\$ 2,000</b>
<b>Subtotal (1)</b>				<b>\$ 178,689</b>
Mobilization - 0% to 5% of Subtotal (1) - 3% used				\$ 5,361
Permits- 2% to 5% of Subtotal (1) - 2% used				\$ 3,574
Allowances - 30% of Subtotal(1) - 10% used				\$ 17,869
<b>Subtotal (2)</b>				<b>\$ 205,492</b>
Estimating Contingency - 15% of Subtotal (2) - 15% used				\$ 30,824
<b>Total</b>				<b>\$ 237,000</b>
2 years of CPI (3% per year)				\$ 14,433
2 years O&M				\$ 80,000
<b>Grand Total</b>				<b>\$ 331,433</b>

### 2.2.5 Proposed Project Schedule

The City of Los Angeles has the resources, capacity, and knowledge to execute this project by using in house services of the City of Los Angeles, Bureau of Sanitation, or by using the City of Los Angeles, Bureau of Engineering.

Tentative project schedule 24 months delivery from the point in time that the project is approved and funded is provided below:

1. Pre-design (3 months) and Design (5 months)- 8months
2. Advertise and Bid & Award – 6 months
3. Construction and Post construction – 10 months



### **3.3 KITTYHAWK GREEN WALKWAY PROJECT (\$590, 000)**

The City proposes to assign the remainder of funding (\$590,000) to develop a green concept for the Kittyhawk Green Walkway Project, and details are provided herein. Funding this stormwater project through SEPs will provide the opportunity to construct a project whose development will have multiple benefits and would otherwise not be possible to construct.

This is a new project that is not part of the City's Enhanced Watershed Management Plan. The City confirms that this project is in addition to those projects the City has planned to meet its LA MS4 obligations, and that the anticipated volume capture of stormwater and non-stormwater runoff from this project is in addition to the capture volume required by the Reasonable Assurance Analysis

This is a revision of the concept report of the Kittyhawk Green Walkway project, originally developed in June, 2017. The original concept included the following BMP components:

- a. Permeable pavement with an underdrain on the pedestrian walkway.
- b. A drywell on Kittyhawk Avenue for infiltration of runoff from the walkway and surface runoff from Kittyhawk Avenue.
- c. A bioswale on West Manchester Boulevard (adjacent to the pedestrian walkway) for infiltration of surface runoff from West Manchester Boulevard.

While these BMPs were located in a 3.24-acre drainage area, the bioswale on West Manchester Boulevard is not hydraulically connected to the pedestrian walkway and the drywell on Kittyhawk Avenue. Further investigations in August and September 2017 revealed that the proposed location of the bioswale on West Manchester Boulevard is not on the public right-of-way, but on privately-owned parcels. This could potentially delay the project schedule because of acquisition of the parcels.

This revised concept report omits the bioswale originally proposed for West Manchester Boulevard and, instead, achieves the following:

- a. Expands the project drainage area to 8.75 acres.
- b. Includes 5 additional drywells and increases the amount of stormwater infiltration.

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## 1. LOCATION & DESCRIPTION

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- The site is located in the City of Los Angeles, Council District 11, within the Westchester neighborhood, in the western portion of the Ballona Creek watershed, at the intersection of West Manchester Avenue and La Tijera Boulevard (Figure 7a & 7b). The San Diego Freeway (I-405) is located approximately 1.2 miles east of the site. The Los Angeles International Airport is located approximately 1 mile to the southwest of the site.
- The immediate vicinity of the project consists of multi-family residential and commercial land uses, next to West Manchester Avenue, which is a major traffic corridor in the area. The pedestrian alley or walkway (Figures 8A, 8B) connects Kittyhawk Avenue with West Manchester Boulevard.
- The site is located in the Ballona Creek (BC) watershed which is subject to the following TMDLs: BC Bacteria TMDL, BC Metals TMDL, BC Estuary Toxics TMDL, BC Trash TMDL, and BC Wetlands Sediment & Exotic Vegetation TMDL. Ballona Creek drains into Santa Monica Bay (SMB), which is subject to the following TMDLs: SMB Nearshore Debris TMDL, SMB DDTs and PCBs TMDL, and SMB Beaches Wet- and Dry- Weather TMDL.



FIGURE 7A – VICINITY MAP

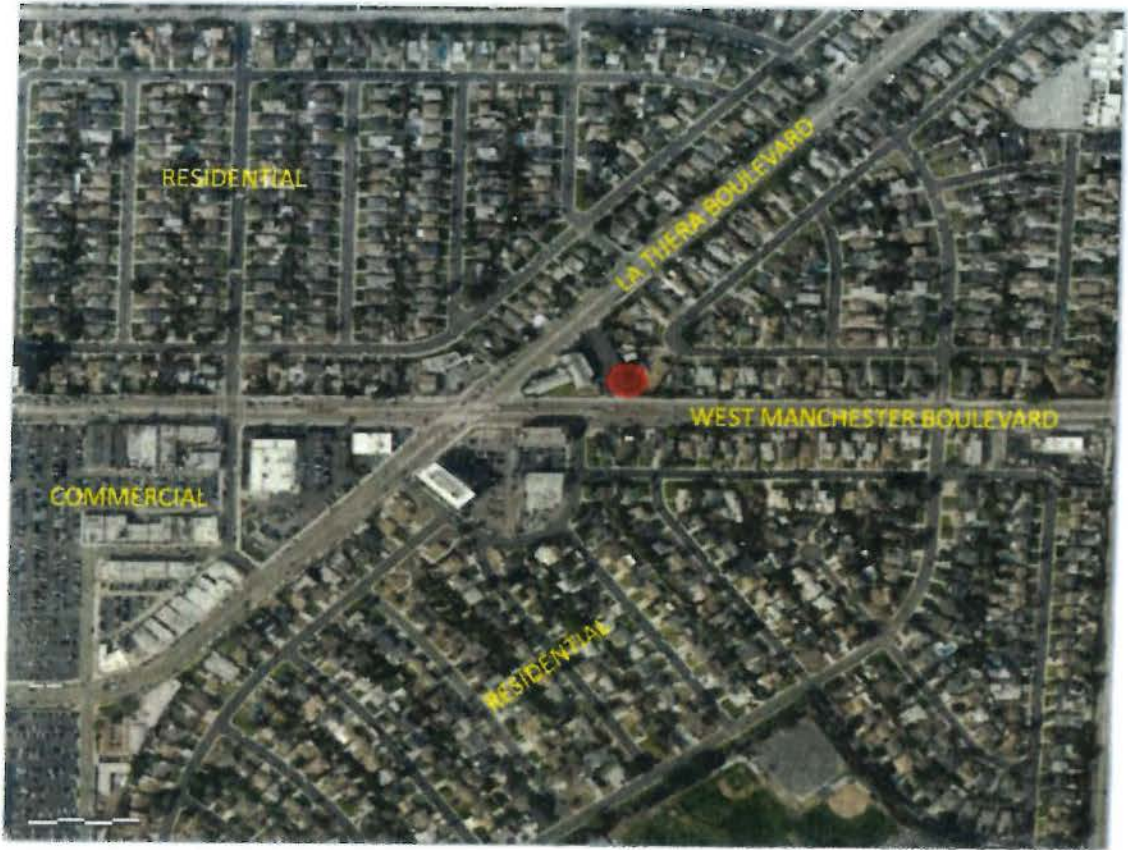


FIGURE 7B - VICINITY MAP





**Figure 8A:** Pedestrian alley from West Manchester Avenue



**Figure 8B:** Pedestrian alley from Kittyhawk Avenue



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## 2. DRAINAGE & HYDROLOGICAL INFORMATION

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- The site has an approximate drainage area of 9.78 acres (Figure 9). Land use within the drainage area consists of multi-family residential (imperviousness 55%) and commercial (imperviousness 96%). The overall imperviousness of the drainage area is 57%.
- The project design storm is the 85th percentile, 24-hour storm with approximately 1.1 inches of rain. According to HydroCalc®, the drainage area is estimated to generate approximately 0.48 acre-feet (156,408 gallons) of runoff per design storm event.
- Assuming 12 rain events in a year, the total annual runoff will be approximately 5.76 acre-ft (1.88 million gallons).



FIGURE 9 – DRAINAGE MAP

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### 3. PROPOSED BMP'S

#### PERMEABLE PEDESTRIAN ALLEY WITH UNDER DRAIN TO DRYWELL

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- The proposed project will collect surface runoff from the pedestrian walkway, Kittyhawk Avenue, and West 85th Place with an approximate drainage area of 9.78 acres. The runoff will be conveyed for infiltration to 5 drywells located along Kittyhawk Avenue, 85th Place, and Glider Avenue (Figure 10).
- The project site has a native soil infiltration rate of 2.59 inches per hour. Infiltration is typically considered feasible at approximately 0.5 inches per hour; thus, the native infiltration rate at the project is considered excellent for infiltration purposes.

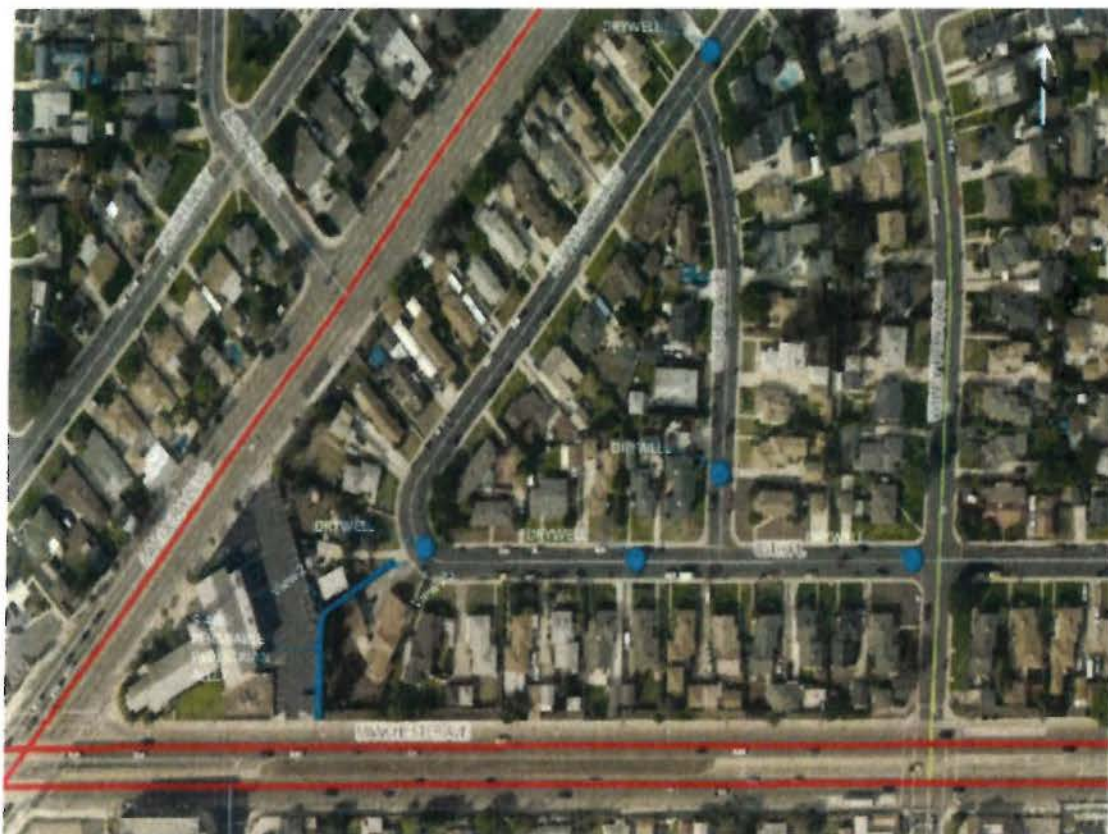
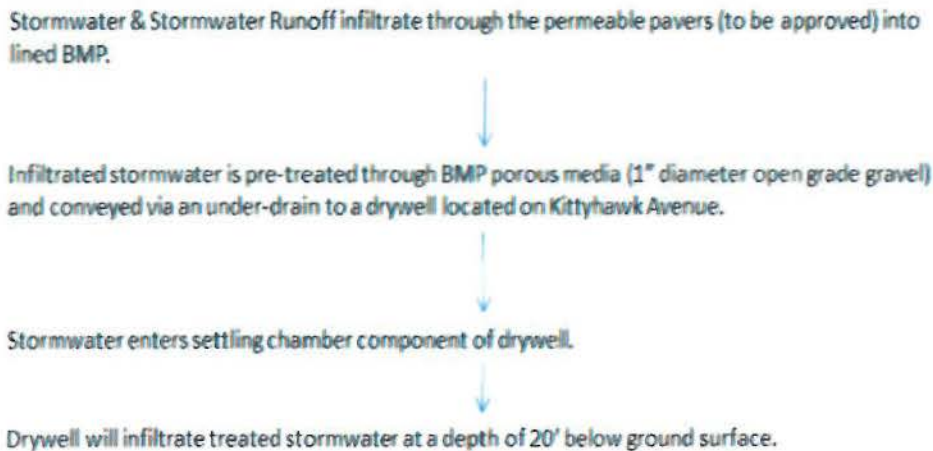


FIGURE 10 – PROJECT LAYOUT

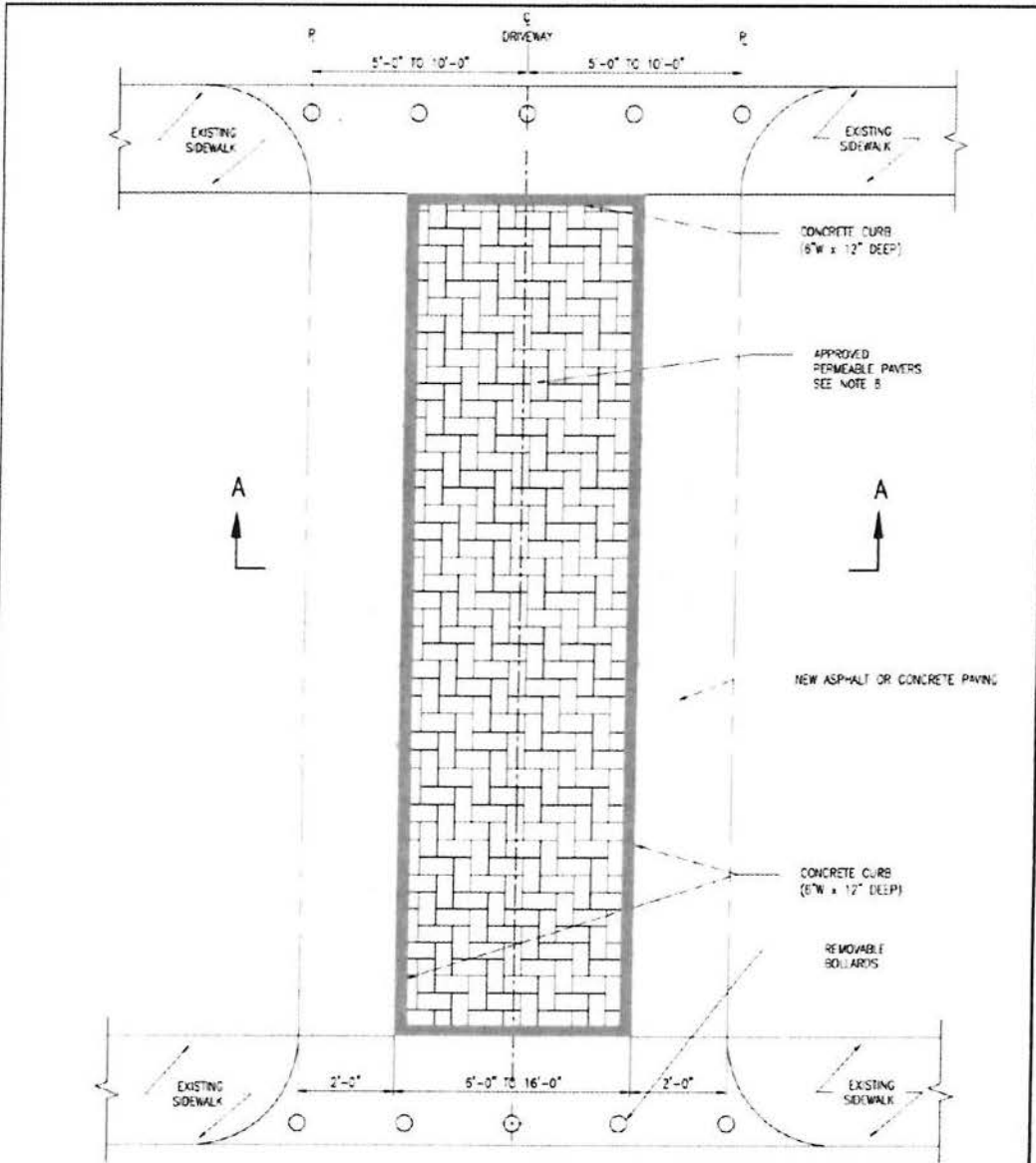
The blue circles are the proposed locations of the five drywells



- The dimensions of the pedestrian alley are approximately 10' x 230' and the alley is to be improved by Standard Plan S-486 (Permeable Pedestrian Alley, Figure 11a) with an under drain conveying treated water to a drywell at Kittyhawk Avenue/West 85th Place. Some stormwater from the commercial property west of the alley will be intercepted by the pedestrian alley as well and conveyed to the drywell at Kittyhawk/West 85th Place. The Standard Plan will occupy the entire width and length of the pedestrian walkway, removing any unwanted vegetation and exposed soil (Figure 5b). According to S-486, the storage volume by the BMP is approximately 1,879 ft<sup>3</sup>, assuming a 40% void space. A minimum diameter of 8-inch, perforated pipe will be installed as an under drain within the porous media of S-486 (1" diameter open graded gravel) to convey stored water to the drywell. The process for the pedestrian alley BMP to the drywell is described below:



- Five standard 6-foot diameter drywells, such as a Torrent Maxwell IV drywell (Figure 12), are proposed to infiltrate the captured storm water from the S-486 improvement (pedestrian alley) and surface runoff throughout the drainage area (i.e., from Kittyhawk Avenue, West 85th Place, and Glider Avenue). A design with chamber depth of approximately 20' and exfiltrative depth of 30' is recommended. This design will yield drywell storage of 4,525 ft<sup>3</sup> and an infiltration volume of approximately 16,410 ft<sup>3</sup> (24 hours). Similar drywells have been installed at the Broadway Neighborhood Greenway Project in the City of Los Angeles.

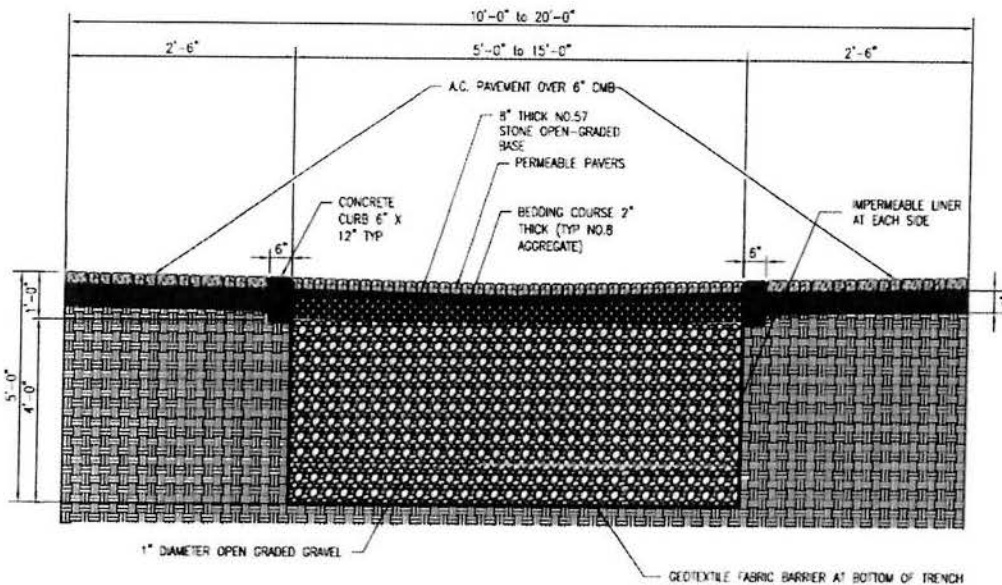


**NEW ALLEY PLAN**

BUREAU OF ENGINEERING		DEPARTMENT OF PUBLIC WORKS		CITY OF LOS ANGELES	
INTERLOCKING PAVERS FOR PEDESTRIAN ALLEYS				STANDARD PLAN S-486-0	
PREPARED ALICE GOALS, CE49987 BUREAU OF SANITATION ERNEST C. ZALONKA, P.E., DIRECTOR	SUBMITTED <i>[Signature]</i> 6/27/10 ALONG PAVES, E.E. ENGINEER OF DESIGN BUREAU OF ENGINEERING	APPROVED <i>[Signature]</i> 6-29-10 CLAIRY LEE MOORE, P.E. CITY ENGINEER	SUPERSEDES S-420 S-480 S-601	REFERENCES S-420 S-480 S-601	
CHECKED PATRICK LEE, CE42448 BUREAU OF ENGINEERING	MIN. REVD. P.E. ACTING DEPUTY CITY ENGINEER	(Professional Engineer Seal: CLAIRY LEE MOORE, No. 1-4846, Exp. 7/20/10, STATE OF CALIFORNIA)	VAULT INDEX NUMBER: SHEET 1 OF 2 SHEETS		

FIGURE 11A - STANDARD PLAN S-486





TYPICAL ALLEY CROSS SECTION

**NOTES:**

1. ALL WORK SHALL CONFORM TO SDPIC AS AMENDED BY THE CITY'S GREEN BOOK, LATEST EDITION. FOR GENERAL REQUIREMENTS, SEE STANDARD PLAN S-480 AND S-481, LATEST EDITION.
2. PERMEABLE ALLEY GUTTERS SHALL ONLY BE CONSTRUCTED IN AREAS WITH WELL DRAINING SOILS. THE MINIMUM SITE SOIL PERCOLATION RATE SHALL BE 0.5 INCHES PER HOUR.
3. THICKNESS OF EXISTING ALLEY ASPHALT PAVEMENT SHOWN ON SHEET 2 OF THIS PLAN ARE TYPICAL. ACTUAL PAVEMENT THICKNESS MAY VARY. NEW AC PAVEMENT TO MATCH EXISTING PAVEMENT THICKNESS.
4. IN THE CENTER PORTION OF THE ALLEY (5'-0" TO 15'-0") EXCAVATE AND REMOVE SITE SOILS TO A DEPTH OF 5 FEET MINIMUM.
5. EXISTING SUB-GRADE SOILS AT BOTTOM OF TRENCH EXCAVATION TO BE COMPACTED TO A MINIMUM OF 90% RELATIVE COMPACTION PER ASTM D-1557.
6. CLEAR ALL DEBRIS FROM TRENCH PRIOR TO PLACING GRANUL BACKFILL. GRANUL PLACEMENT TO BE SELF-COMPACTING.
7. AGGREGATE BASE AND SAND LAYER TO BE PLACED AND COMPACTED PER PERMEABLE PAVEMENT MANUFACTURER'S SPECIFICATIONS.
8. TYPE AND PATTERN OF PERMEABLE PAVERS TO BE APPROVED BY THE BUREAU OF ENGINEERING. APPROVED PAVERS ARE LISTED ON THE "APPROVED PRODUCTS FOR USE IN THE PUBLIC RIGHT-OF-WAY" PAVERS LIST.
9. CONCRETE CURBS SHALL BE CONSTRUCTED WITH CLASS 300-C-2000 PORTLAND CEMENT CONCRETE AND SHALL HAVE EDGES ROUNDED TO A RADIUS OF 1/4-INCH.
10. PLACEMENT OF GEOTEXTILE FABRIC SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECT. 300-8 OF THE GREEN BOOK.
11. IMPERMEABLE LINER SHALL BE A MINIMUM OF 30 MILS IN THICKNESS AND SHALL MEET THE REQUIREMENTS OF SECTION 210-2 OF THE GREEN BOOK.
12. AGGREGATE BASE LAYER FOR NEW ASPHALT PAVEMENT SHALL CONSIST ENTIRELY OF CRUSHED ROCK AND ROCK DUST CONFORMING TO THE REQUIREMENTS OF SECTIONS 200-1.1, 200-1.2, AND 200-2.2 OF THE GREEN BOOK.
13. DRAINWAYS AT EACH END OF ALLEYS SHALL BE RECONSTRUCTED WHERE REQUIRED (I.E. WHERE OUTER FLOW LINE DEPTH AND/OR ALIGNMENT HAS BEEN MODIFIED). ALLEY INTERSECTION TO STREET SHALL BE CONSTRUCTED FOR STANDARD PLAN NO. 480 WITH V=1 INCH OR LESS.
14. BOLLARDS INSTALLED AT BOTH ENDS OF THE ALLEY SHALL BE REMEDIABLE TO ALLOW EMERGENCY AND/OR IMPROVED VEHICULAR ACCESS. BOLLARD DETAILS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.

STANDARD PLAN NO.	S-486-0	VAULT INDEX NUMBER	SHEET 2 OF 2 SHEETS
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FIGURE 11A (CONT'D) - STANDARD PLAN S-486

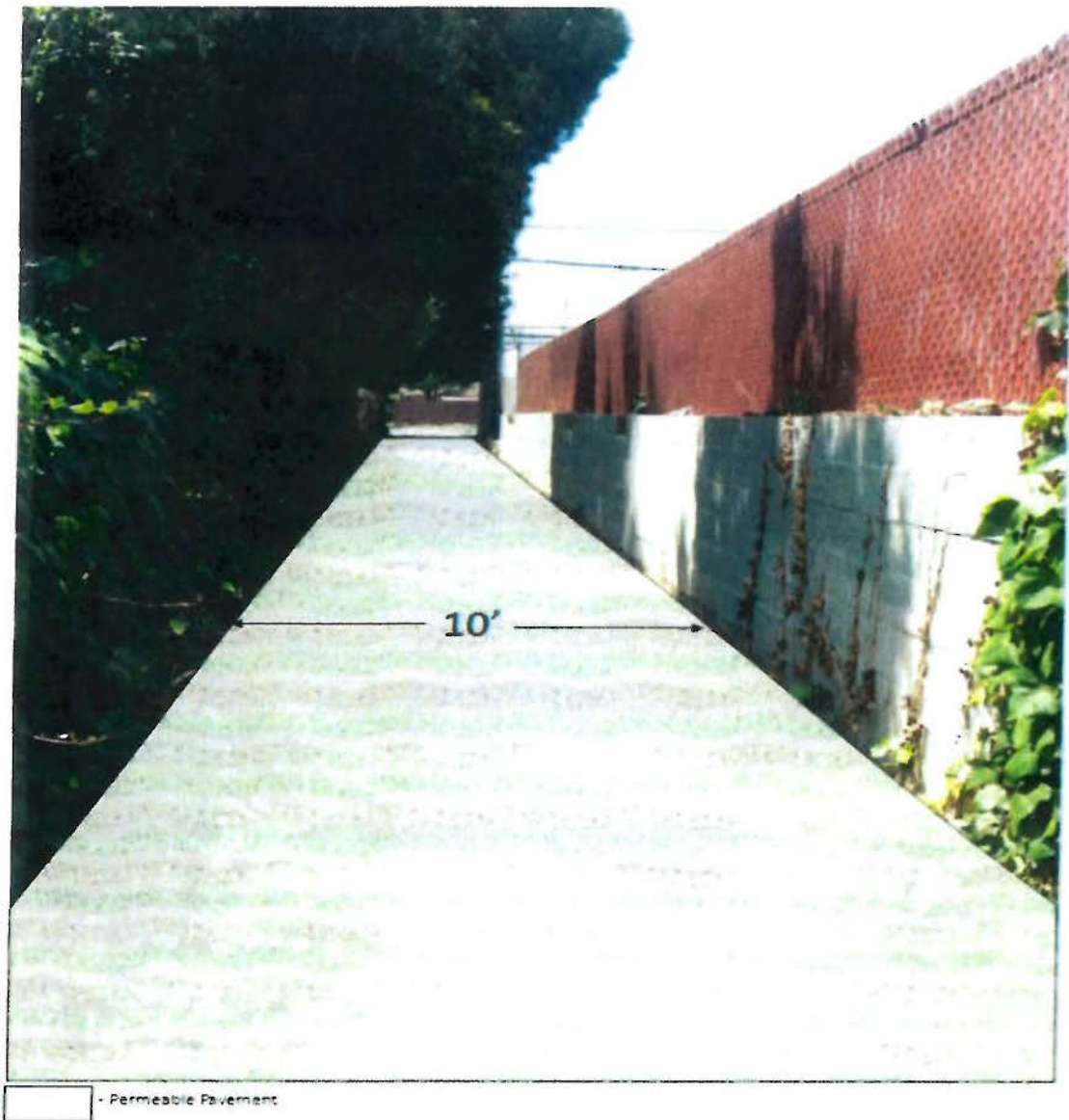


FIGURE 11B - CONCEPTUAL RENDERING

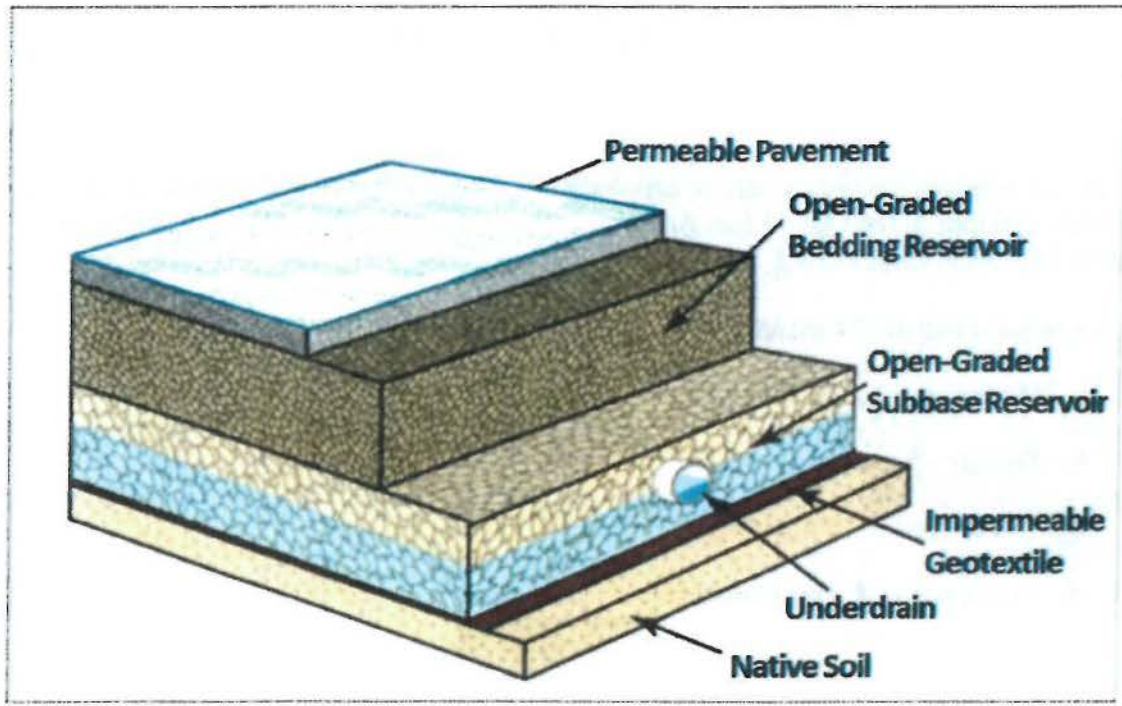


FIGURE 11B (CONT'D) - CONCEPTUAL RENDERING

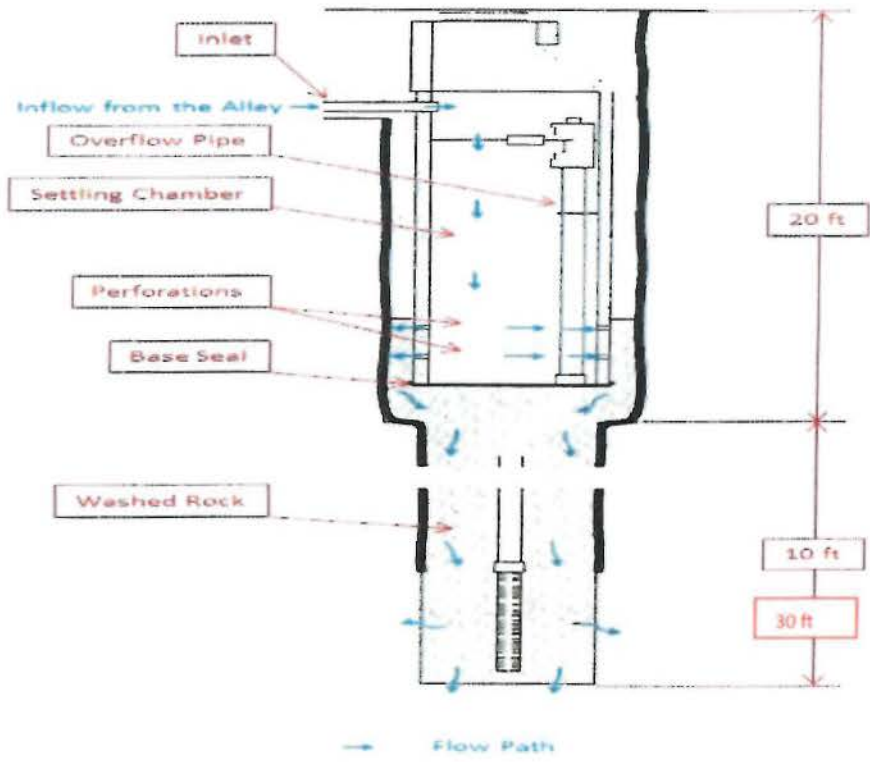


FIGURE 12 - TORRENT MAXWELL IV DRYWELL SYSTEM



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#### 4. PROPOSED PROJECT SCHEDULE

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The City of Los Angeles has the resources, capability, and knowledge to execute this project by using in house services of the City of Los Angeles, Bureau of Sanitation, or by using the City of Los Angeles, Bureau of Engineering.

A tentative project schedule (24 months) is provided below:

- a. Predesign – 3 months
- b. Design – 5 months
- c. Bid & Award – 6 months
- d. Construction & Post Construction – 10 months

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#### 5. WATER QUALITY & AUXILIARY BENEFITS

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**Water Quality:**

By capturing and reducing urban runoff discharges into the storm drain system, Ballona Creek, and Santa Monica, the proposed project will help achieve reduction of TMDL contaminants such zinc (0.6 kgs per year), copper (0.14 kgs per year), and total suspended solids (0.68 kgs per year), as well as bacteria and toxic pollutants.

**Infiltration:**

Because of good soil conditions, the proposed project will infiltrate most, if not all, of the captured runoff of the design storm, being approximately 0.48 acre-feet (156,408 gallons). Assuming 12 storm events for an average year, the annual volume of runoff infiltrated by the proposed project is up to 5.76 acre-ft. The proposed project is located in the West Coast Sub-basin of the Coastal Plain Basin.

**Community benefits:**

The proposed project will provide urban greening for the local community, and renovate/enhance the pedestrian alley.

## 6. ESTIMATED BUDGET

Preliminary budgets are created for the project. Included in the project line items are the costs for the standard plans, drywell, underdrain, land acquisition, and rain gardens.

Project Scope				
Item	Quantity	Unit	Unit Cost	Cost
S-486 ( Permeable Pedestrian Alley)	230	ft	\$ 200	\$ 46,000.00
8" PVC underdrain (20 ft segments)	12	ft	\$ 100	\$ 1,200.00
Excavation	147	CY	\$ 120	\$ 17,640.00
Deep infiltration Drywell	5	unit	\$ 40000	\$ 200,000.00
<b>subtotal construction cost</b>				<b>\$ 265,000.00</b>
Mobilization (7%)				\$ 19,000.00
Pre-design( environmental, survey, & geotechnical) (1%)				\$ 3,000.00
Design (15%)				\$ 40,000.00
Bid & Award/ permit Fees/ utility fees (3%)				\$ 8,000.00
Construction Management (7%)				\$ 19,000.00
BCA inspection fees (7%)				\$ 19,000.00
Public Outreach (1%)				\$ 3,000.00
Post Construction (3%)				\$ 8,000.00
<b>Subtotal 2</b>				<b>\$ 384,000.00</b>
Construction Contingency (25%)				\$ 96,000.00
<b>Total Estimated Construction Cost</b>				<b>\$ 480,000.00</b>
Escalation (3% per year for two years)				\$ 30,000.00
Operations & Maintenance (\$40,000 per year for 2 years)				\$ 80,000.00
<b>Total Estimated Project Cost</b>				<b>\$ 590,000.00</b>

## Operations and Maintenance (O&M) Plans: Kittyhawk Green Walkway & Slauson Green Alley Project

The annual O & M for years 1-2 is budgeted at \$40,000 for each one of the two projects as provided by the project proposals. This includes project performance evaluation and troubleshooting during the startup by project engineers. The annual O&M cost for years three and thereafter is estimated at \$10,000 for each project which will be funded by the City's Stormwater Pollution Abatement Fund.

Kittyhawk Green Walkway		
BMP Component	Years: 1-2 (\$40,000/year)	Years: 3+ (\$10,000/year)
Permeable Pedestrian Walkway	<ul style="list-style-type: none"> <li>- General inspection (6/year)</li> <li>- Performance evaluation (2 major storm events/year)</li> <li>- Trash removal: as needed</li> </ul>	<ul style="list-style-type: none"> <li>- General inspection (6/year)</li> <li>- Trash removal: as needed</li> </ul>
Drywells	<ul style="list-style-type: none"> <li>- General inspection (6/year)</li> <li>- Performance evaluation (2 major storm events/year)</li> <li>- Vactor truck cleaning (2/year)</li> </ul>	<ul style="list-style-type: none"> <li>- General inspection (6/year)</li> <li>- Vactor truck cleaning (2/year)</li> </ul>

Slauson Green Alley		
BMP Component	Years: 1-2 (\$40,000/year)	Years: 3+ (\$10,000/year)
Paved Alley	<ul style="list-style-type: none"> <li>- General inspection (6/year)</li> <li>- Performance evaluation (2 major storm events/year)</li> <li>- Trash/sediment removal: as needed</li> </ul>	<ul style="list-style-type: none"> <li>- General inspection (6/year)</li> <li>- Trash/sediment removal: as needed</li> </ul>
Rain Garden	<ul style="list-style-type: none"> <li>- General inspection (6/year)</li> <li>- Performance evaluation (2 major storm events/year)</li> <li>- Landscape irrigation during dry months</li> <li>- Trash removal: as needed</li> <li>- Landscape/vegetation maintenance (2/year)</li> </ul>	<ul style="list-style-type: none"> <li>- General inspection (6/year)</li> <li>- Trash removal: as needed</li> <li>- Landscape/vegetation maintenance (2/year)</li> </ul>
Culvert	<ul style="list-style-type: none"> <li>- General inspection (6/year)</li> <li>- Trash removal: as needed</li> </ul>	<ul style="list-style-type: none"> <li>- General inspection (6/year)</li> <li>- Trash removal: as needed</li> </ul>



**MEMORANDUM OF UNDERSTANDING**  
for  
**ENVIRONMENTAL CLEANUP AND EDUCATIONAL AWARENESS PROGRAM**  
between  
**CITY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS – LA SANITATION**  
and  
**HEAL THE BAY**

**INTRODUCTION**

This Memorandum of Understanding (“Agreement”), made and entered into by and between the City of Los Angeles, a municipal corporation in the County of Los Angeles, hereinafter referred to as “City” and Heal the Bay a nonprofit organization in the State of California hereinafter referred to as “HTB” is set forth as follows:

**WITNESSETH**

**WHEREAS**, on September 10, 2015, the Regional Water Quality Control Board (RWQCB) adopted Resolution No. R15-008 for the City of Los Angeles’ Temporary 6-week Bypass of Secondary Effluent from the 5-Mile Outfall to the 1-Mile Outfall at the Hyperion Treatment Plant (HTP), effective September 21, 2015. Approval of this resolution was necessary for the City to refurbish the Effluent Pumping Plant (EPP) discharge header and replace the 120-inch gravity valve. A complete shutdown of the 5-Mile Outfall and effluent pumping system was required to perform the work; and

**WHEREAS**, on September 15, 2015, the City of Los Angeles Bureau of Sanitation (LASAN) executed an unplanned partial diversion of fully treated, chlorinated secondary effluent from HTP to the 1-Mile Outfall while concurrently discharging to the 5-Mile Outfall during heavy rain and high influent flows. The unplanned use of the 1-Mile Outfall on September 15, 2015 was due to the malfunction of a valve in the EPP that resulted in flooding in the EPP basement. EPP pumps were turned off to avoid further flooding of the basement and some of the chlorinated plant effluent was diverted to the 1-Mile Outfall for discharge. The diversion of excess flow through the 1-Mile Outfall occurred for 5 hours from 10:13 AM to 3:13 PM. During that time, the 5-Mile Outfall was still in service using gravity flow; and

**WHEREAS**, the first significant use of the HTP 1-Mile Outfall in ten years resulted in the flushing out of debris from a January 2005 raw sewage spill of 160,000 gallons that lay dormant in the plant storm drain system tributary to the 1-Mile Outfall. The debris that was flushed out of the 1-Mile Outfall into the Santa Monica Bay washed ashore and resulted in the closure of Dockweiler and El Segundo Beaches for 4 days in September of 2015; and

**WHEREAS**, the RWQCB and the State Water Resources Control Board (SWRCB) determined that the City was liable for the materials of sewage origin (MOSO) discharge and proposed a penalty for Violation #1: Unplanned Partial Diversion on September 15, 2015; Violation #2: Planned Diversion Project for 42 days (September 21 – November 1, 2015), and Violation #3:



Creation of a Nuisance Condition (4 days of beach closure from September 23 -September 26, 2015). The calculated liability for the violations is \$2,262,249; and

**WHEREAS**, as part of the settlement negotiations, the City expressed interest in allocating settlement monies toward a Supplemental Environmental Project (SEP). The City and SWRCB agreed that 50% of \$2,262,249 which is \$1,131,124.50 will be allocated to an SEP; and

**WHEREAS**, the City is required to implement a SEP as a condition of the settlement agreement with RWQCB; and

**WHEREAS**, RWQCB has approved the SEP to be undertaken on behalf of the City; and

**WHEREAS**, the City proposes to contribute \$210,124 of the \$1,131,124.50 SEP amount to HTB as the Implementing Party for the City's plan to implement a Los Angeles city-wide Environmental Cleanup and Awareness Education Program to improve water literacy among beachgoers and water users that will increase public understanding of water as a valuable resource, understanding of the City's wastewater and stormwater systems, and region-wide efforts to enhance integrated water management. This goal will be met by utilizing the capacity of local Non-Governmental Organizations (NGOs) and their memberships across the City to provide city residents with a better understanding of complex water issues; and

**WHEREAS**, the City will accomplish the Environmental Cleanup and Awareness Education Program through community clean-ups (both inland and coastal), educational presentations, and participating in community outreach events, such as festivals and resource fairs; and

**WHEREAS**, HTB has agreed to lead the coordination with other local NGOs, and has performed in a similar capacity on past grant projects; and

**WHEREAS**, the City's proposal is inclusive of the various NGOs that are stakeholders in the Santa Monica Bay and surrounding areas and raises awareness about LASAN's role in protecting the environment. The NGOs expected to participate are HTB, Tree People, LA Waterkeeper, Ballona Creek Renaissance, Friends of Ballona Wetlands, Surfrider South Bay Chapter, Audubon Society, Pacoima Beautiful, Korea Town Community Center, Clean San Pedro, California Greenworks, and Urban Semillas; and

**WHEREAS**, these NGOs were selected because of their interest in protecting the beneficial uses of Santa Monica Bay, eliminating plastics pollution in the ocean, support of green streets/stormwater capture, their nexus to Santa Monica Bay via treatment of their wastewater at HTP, and Clean San Pedro, with the importance of keeping the Pacific Ocean clean; and

**WHEREAS**, using trusted organizations to relay important water information will help residents of the City understand water, provide them the opportunity not only to see firsthand the pollution problem on our streets and its connection to our coast, but also help them see the larger water story through introduction to City efforts like One Water and other region-wide water resiliency efforts. This will make for a smarter more engaged civic-minded community; and

**WHEREAS**, upon approval of the SEP by RWQCB, the City will pay HTB 90% (\$189,111.60) of the SEP cost within 60 days of initiation of the project and pay the remaining 10% upon City



acceptance of the final project report on the Environmental Cleanup and Awareness Education Program; and

**NOW, THEREFORE,** in consideration of promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

**ARTICLE 1 - PROJECT DESCRIPTION**

The City's plan is to implement a Los Angeles city-wide Environmental Cleanup and Awareness Education Program to improve water literacy among beach goers and water users that will increase public understanding of water as a valuable resource, understanding of the City's wastewater and stormwater systems, and region-wide efforts to enhance integrated water management. The Environmental Cleanup and Awareness Education Program will be implemented by utilizing the capacity of local NGOs and their memberships across the City to provide city residents with a better understanding of complex water issues. The City will accomplish this goal through community clean-ups (both inland and coastal), educational presentations, and participating in community outreach events, such as festivals and resource fairs. HTB has agreed to lead the coordination with other local NGOs, and has performed in a similar capacity on past grant projects.

The City's proposal is inclusive of the various NGOs that are stakeholders in the Santa Monica Bay and surrounding areas and raises awareness about LASAN's role in protecting the environment. The NGOs expected to participate are HTB, Tree People, LA Waterkeeper, Ballona Creek Renaissance, Friends of Ballona Wetlands, Surfrider South Bay Chapter, Audubon Society, Pacoima Beautiful, Korea Town Community Center, Clean San Pedro, California Greenworks, and Urban Semillas.

These NGOs were selected because of their interest in protecting the beneficial uses of Santa Monica Bay, eliminating plastics pollution in the ocean, support of green streets/stormwater capture, their nexus to the Santa Monica Bay via treatment of their wastewater at HTP, and Clean San Pedro, with the importance of keeping the Pacific Ocean clean.

Using trusted organizations to relay important water information will help residents of the City understand water, provide them the opportunity not only to see firsthand the pollution problem on our streets and its connection to our coast, but also help them see the larger water story through introduction to City efforts like One Water and other region-wide water resiliency efforts. This will make for a smarter more engaged civic-minded community.

**ARTICLE 2 – IMPLEMENTATION**

LASAN selected HTB to lead the environmental cleanup and education program because it has experience partnering with other NGOs in performing environmental cleanups such as coastal day cleanups.

The Environmental Cleanup and Awareness Education Program fulfills a requirement of the Settlement Agreement between the City and RWQCB to be issued following this Agreement.



The key phases of the Environmental Cleanup and Awareness Education Program and the corresponding required dates of completion are:

- *April 1 2018 – May 31, 2018:* Sign up to 11 partner agreements and finalize multi-language curriculum (minimum bi-lingual English and Spanish).
- *June 1, 2018 – July 30, 2018:* HTB and Tree People will train representatives from 10 community partner organizations (approximately 30 people).
- *June-July 2018:* HTB will lead a cleanup captains training for organizations that are unfamiliar with leading community cleanups.
- *July 1, 2018 – February 15, 2019:* 64 cleanups and 18 additional events - either more cleanups or water literacy outreach (presentations or tabling events). HTB will coordinate an additional 30 clean up events on Coastal Cleanup Day across the County (approximately 10,000 attendees).
- *January-February 2019:* HTB and partners will host a youth summit for 100 middle and high school students at the Tree People facility.
- *February 28, 2019:* HTB will submit a final report on the Environmental Cleanup and Awareness Education Program (Final Report) to LASAN.
- *March 31, 2019:* City will submit the final Environmental Cleanup and Awareness Education Program report to RWQCB.

HTB and Tree People will perform Educational Awareness and HTB, along with groups such as LA Waterkeeper, Ballona Creek Renaissance, Friends of Ballona Wetlands, Surfrider South Bay Chapter, Audubon Society, Pacoima Beautiful, Korea Town Community Center, Clean San Pedro, California Greenworks, and Urban Semillas will perform Environmental Cleanups.

In the event that any of the 10 proposed Contracted Partner NGOs for environmental cleanups is not willing or able to participate in this SEP, environmental cleanup work will be allocated to the participating NGOs providing all milestones and deliverables are implemented.

Contracted Partner NGOs and community groups will be required to sign partner agreements with HTB that fully explain the Environmental Cleanup and Awareness Education Program SEP and the responsibilities of each NGO are specified in Article 6 herein.

### **ARTICLE 3 - FUNDING**

Pending RWQCB approval, the City has agreed to provide \$210,124 to HTB to satisfy the Environmental Cleanup and Educational Awareness Education SEP for Hyperion Treatment Plant Violation #1: Unplanned Partial Diversion on September 15, 2015; Violation #2: Planned Diversion Project for 42 days (September 21 – November 1, 2015), and Violation #3: Creation of a Nuisance Condition (4 days of beach closure from September 23 - September 26, 2015) through the implementation of the proposed SEP. Upon completion of the Environmental Cleanup and Awareness Education Program SEP, the City will provide as-needed assistance to evaluate, assess and report on the design and effectiveness of the project.

The \$210,124 paid to HTB by the City will be allocated as follows:



1. *Educational Awareness (\$64,359)*

HTB will be allocated \$34,359 for education related activities and Tree People will be allocated \$30,000.

2. *Environmental Cleanups (\$145,765)*

HTB will be allocated \$39,105 for environmental cleanups, and 10 Contracted Partner NGOs (excluding Tree People) will be allocated \$106,660 out of the \$145,765 spent on environmental cleanups.

In the event that any of the 10 proposed Contracted Partner NGOs for environmental cleanups is not able to participate in this SEP, the \$106,660 for environmental cleanups will be used to fund work by the participating NGOs providing all milestones and deliverables are implemented.

Funding for all phases of this Agreement is provided by the City. This Agreement may be terminated at the discretion of the City upon written notice to HTB.

It is understood that the City makes no commitment to fund this Agreement beyond the terms of this Agreement and the expenditure is limited to specific line items as stated in Table 1.

Table 1 (LASAN SEP Budget) show the cost breakdown regarding what will be spent on Environmental Cleanups (\$145,765) versus Educational Awareness (\$64,359).

**Table 1 LASAN PROPOSED SEP BUDGET**

Tasks	Quantity	Cost Per Unit	Education Budget	Cleanup Budget
30 NGO partner cleanups, 20 additional cleanups or literacy outreach events performed by 10 partner NGOs	50 events	\$10,666 for 10 Contract NGOs		\$106,660
Cleanups including training and supplies	7 Heal the Bay cleanups, 30 cleanup sites on Coastal Cleanup Day, Sept 15, 2018			\$ 11,514
NGO Partner Training	Room Rental @ \$5000, Training Supplies @ \$1,000 + Misc.	\$1159 for HTB + \$5750 for Tree People	\$ 6,909	
Design of Materials	Graphic Designer		\$ 5,200	
Printing of Materials			\$ 6,000	
Youth Summit	Room Rental @ \$5000, Giveaways/supplies @ \$4,752 + Food \$1500	\$2002 for HTB + \$9250 for Tree People	\$ 11,252	
Ground transport, mileage, parking				\$ 600
Speakers Bureau Manager	200 hours	\$23/hour		\$ 4,600
Cleanup Coordinator	386 hours	\$24/hour	\$7,248	\$ 2,016
Director of Programs	325 hours	\$55/hour		\$ 17,875
Admin/ Billing				\$ 2,500
HS Coordinator/Educator	750hours x \$17/hr = \$12,750 for Heal the Bay	\$12750 for HTB + \$15000 for Tree People	\$27,750	
<b>TOTAL</b>			<b>\$64,359</b>	<b>\$145,765</b>



#### **ARTICLE 4 – RESPONSIBILITIES AND TASKS TO BE PERFORMED BY THE CITY**

1. Enter into an Agreement with HTB regarding the implementation of the Environmental Cleanup and Educational Awareness Education SEP and upon RWQCB's authorization, notify HTB to proceed with the Environmental Cleanup and Awareness Education Program SEP.
2. Make payments to HTB for expenditures incurred and upon completion of the required tasks for a total amount not to exceed \$210,124.

#### **ARTICLE 5 – RESPONSIBILITIES AND TASKS TO BE PERFORMED BY HEAL THE BAY**

HTB will be the lead organization for the Environmental Cleanup and Awareness Education Program SEP and will manage subcontracts with partners, develop water outreach materials in collaboration with partners and LASAN, co-lead training of partners and youth summit with Tree People, lead captain trainings for cleanups, coordinate calendar and permit cleanup events, prepare program assessment template, compile results, and prepare and submit the final report.

HTB (SEP recipient and administrator to Contracted NGOs) is responsible for the following activities:

- Serve as lead contractor and manage subcontracts to partners,
- Serve as liaison to LASAN over the course of the SEP,
- Develop water outreach materials in partnership with partners and LASAN,
- Manage subcontracts for non-NGO partners, like graphic designers,
- Co-lead partners training and youth summit with Tree People,
- Lead captain trainings for cleanups,
- Coordinate calendar and permit cleanup events,
- Prepare program assessment template and compile results,
- Prepare and submit final report,
- Coordinate 30 additional cleanups across the region, and
- Provide general SEP administration

HTB and partners will host a youth summit for 100 middle and high school students at the Tree People facility in January 2019. After participating, students will have greater understanding of the water system in Los Angeles and how to be stewards of clean water.

HTB will conduct program assessment and submit a final report to LASAN no later than February 28, 2019. The Program Assessment by HTB will assess program success using the following metrics:

- *April 1 2018 – May 31, 2018:* Up to 11 geographically and diverse partner contracts will be signed. HTB, working with Tree People and LASAN, will finalize its multi-language curriculum (bi-lingual Spanish and English at a minimum).
- *June 1, 2018 – July 30, 2018:* HTB and Tree People will train representatives from 10 community partner organizations (approximately 30 people).



- *June - July 2018*: HTB will lead a cleanup captains training for organizations that are unfamiliar with leading community cleanups.
- *July 1, 2018 – February 15, 2019*: 64 cleanups and 18 additional events will take place: HTB will lead 7 coastal cleanup events (approximately 5,000 attendees). Contracted partners will lead 27 additional cleanups (approximately 1000 attendees total), plus 18 additional events - either more cleanups or water literacy outreach (presentations or tabling events). HTB will coordinate an additional 30 clean up events on Coastal Cleanup Day (approximately 10,000 attendees).
- *January - February 2019*: HTB and partners will host a youth summit for 100 middle and high school students at the Tree People facility. After participating, students will have a greater understanding of the water system in Los Angeles and how to be stewards of clean water.
- *February 28, 2019*: HTB will provide LASAN with the Final Report on the Environmental Cleanup and Educational Awareness Education SEP.

HTB is also responsible for the following:

1. Perform project management during all phases of the Environmental Cleanup and Awareness Education Program SEP (Table 1), and adhere to all of the terms and conditions in the Settlement Agreement between the City and RWQCB related to these tasks.
2. Follow all of the Standard Provisions for City Contracts (EXHIBIT A) and keep the required forms updated.
3. Perform all public outreach and obtain any and all necessary private permissions for the Environmental Cleanup and Awareness Education Program SEP.
4. Provide quarterly monitoring reports on the progress of all SEPs on the 5<sup>th</sup> day of the month following the end of each quarter beginning on April 1, 2018 as follows:
  - a. First Quarterly Monitoring Report is due on July 5, 2018
  - b. Second Quarterly Monitoring Report is due on October 5, 2018
  - c. Third Quarterly Monitoring Report is due January 5, 2019
5. Submit all progress reports, invoices, SEP deliverables, and all other documents to the City as required by the Settlement Agreement between the City and RWQCB.
6. Compile Environmental Cleanup and Awareness Education Program SEP deliverables on schedule and as required by the Settlement Agreement between the City and RWQCB.
7. Prepare and conduct all associated work related to SEP monitoring and reporting.
8. Provide the City with a detailed budget expense breakdown of all items related to the Environmental Cleanup and Awareness Education Program SEP education on a quarterly basis, beginning July 1, 2018. The reports should:
  - a. be submitted on HTB letterhead; and

- b. include the name, hours and rates of pay for all personnel to be paid; and
  - c. include evidence of the completed work (including work performed by subcontractors); and
  - d. include supporting documentation for all approved purchases; and
  - e. be accompanied by a statement detailing the work completed for the reporting period.
9. Accept the transfers of funds from the City and perform the work necessary to adequately and timely complete the Environmental Cleanup and Awareness Education Program SEP consistent with the scope of work described in the Settlement Agreement between the City and RWQCB.
  10. Complete the Environmental Cleanup and Awareness Education Program SEP by January 31, 2019, and provide LASAN with the Final Report by February 28, 2019 for submittal by the City to RWQCB no later than March 31, 2019. In the event that the SEP including the Final Report is not completed by February 28, 2019, HTB shall be liable for any loss against the City for this SEP per the Settlement Agreement between the City and RWQCB.
  11. Retain all records and supporting documentation pertaining to the performance of this Agreement for at least four years after the completion of the Environmental Cleanup and Awareness Education Program SEP. HTB agrees to allow the City and State of California auditors access to such records during normal business hours and allow interviews of any employee who might reasonably have information related to the records.
  12. Upon completion of the Environmental Cleanup and Awareness Education Program SEP, HTB shall submit to the City the Final Report and other documents in the formats as requested by the City.
  13. Provide the City with the deliverables as outlined in the scope of work for the Settlement Agreement between the City and RWQCB and consisting of:



**Program Outline:**

<b>Task 1: Partner Contracts</b>	
<i>April – May 2018</i>	Prepare 11 partner contracts
	Meet with partners
	Train interns
	Develop pre and post program evaluations
<b>Task 2: Prepare Literacy Materials</b>	
<i>April – May 2018</i>	Meet with relevant experts and stakeholders on water literacy to discuss educational material development
	Conduct research and literature reviews to inform outreach content
	Complete initial draft of the outreach content
	Review of the draft content by partners and LASAN
	Make necessary revisions to the content
	Finalize and approve content
<b>Task 3: Produce Outreach Materials</b>	
<i>May – June 2018</i>	Contract graphic designer to design and produce educational materials
	Translate educational materials into Spanish (at a minimum)
	Review and finalize designed educational materials
	Build tabling kits for partners
<b>Task 4: Train 10 Partners</b>	
<i>June - July 2018</i>	Work with Tree People to create 1/2 day water literacy training
	Lead cleanup captains training
<b>Task 5: Water Literacy Youth Summit</b>	
<i>January - February 2019</i>	Host partner meeting to develop water literacy youth summit goals
	Develop agenda and plan youth summit
	Host youth summit at Tree People facility
<b>Task 6: Cleanups and Outreach Events</b>	
<i>July 2018 – February 2019</i>	Meet with partners to coordinate plan for cleanup and outreach events
	Permit all partner and HTB cleanup events
	All partners participate in clean up captain training and host Coastal Cleanup Day site (Sept 15)
<b>Task 7: Admin</b>	
July 5, 2018:1 <sup>st</sup> Quarterly Report	Conduct program assessment Prepare Quarterly and Final Reports
October 5, 2018:2 <sup>nd</sup> Quarterly Report	
January 5, 2019 :3 <sup>rd</sup> Quarterly Report	
February 28, 2019: Final Report	



## **ARTICLE 6 – RESPONSIBILITIES AND TASKS TO BE PERFORMED BY CONTRACTED NGOS**

Ten (10) Contracted Partner NGOs (LA Waterkeeper, Ballona Creek Renaissance, Friends of Ballona Wetlands, Surfrider South Bay Chapter, Audubon Society, Pacoima Beautiful, Korea Town Community Center, Clean San Pedro, California Greenworks, and Urban Semillas) will be allocated \$106,660 out of the \$145,765 spent on Environmental Cleanups, and will be responsible for the following activities:

- Participate in water literacy training,
- Participate in captain training for clean-ups (optional for groups already running cleanups),
- Lead and execute 3 cleanup events (one of which will be on Coastal Cleanup Day September 15, 2018), and
- Lead or participate in at least two additional events between April and October (from the following list):
  - Lead a neighborhood, river, or beach clean-up,
  - Present water literacy education to community group, school, faith group, business or other community based organization, and/or
  - Present water literacy materials by participating in a resource fair or community festival.

In the event that any of the 10 proposed Contracted Partner NGOs for environmental cleanups is not willing or able to participate in this SEP, the \$106,660 for environmental cleanups will be used to fund work by the participating NGOs providing all milestones and deliverables are implemented.

Contracted Partner NGOs will be required to sign partner agreements with HTB that fully explain the Environmental Cleanup and Awareness Education Program SEP. Each partner organization will be paid in three installments, initiated by submitting an invoice to HTB. The first payment will be made after successful participation of at least two members of the organization (staff and/or volunteers) in the water literacy and cleanup trainings. The second payment will be after invoice and report is submitted to HTB detailing the first two cleanup/outreach events; and the third payment will be made after invoice and report is submitted to HTB detailing the final two cleanup/outreach events. HTB will keep detailed records regarding SEP subcontractor allocations internally, with the oversight of the Program Director and Finance Director.

## **ARTICLE 7- COMPENSATION AND PAYMENT**

1. Compensation and Payment: The City shall pay HTB 90% (\$189,111.60) of the SEP cost within 60 calendar days of initiation of the Environmental Cleanup and Awareness Education Program SEP. Upon City acceptance of HTB's Final Report, HTB shall submit a request for final payment to the City for the remaining 10%. This payment request shall be supported by copies of third party invoices and supporting documents, as required by the City to establish the amount of such payment being allowable.

The payment request and supporting documentation shall be prepared at the sole expense and responsibility of HTB. The City will not compensate HTB for any cost incurred for payment



request preparation. The City may request in writing changes to the content and format of the payment request and supporting documentation at any time.

2. Supporting Documentation: Original supporting documentation is preferred; however, photocopies of supporting documentation if marked "original," signed and dated by an authorized person, will be acceptable.
3. Final Payment Request Submittal: HTB shall submit the request for final for payment to:

Hi Sang Kim, Operations Manager  
City of Los Angeles - Bureau of Sanitation  
Hyperion Treatment Plant  
12000 Vista Del Mar, MS 535  
Playa Del Rey, CA 90293  
Tel: 310-648-5507

4. Payment Request Review and Processing: Within 60 calendar days of project initiation, payment for services shall be advanced to HTB at 90% of the cost of the SEP (\$189,111.60). The remaining 10% shall be payable upon City approval of the final project report. Final payment shall be made upon the submission of a complete and accurate payment request by HTB. The City shall review HTB's payment request and notify HTB in writing of any exceptions. Once approved by the City, the City will make a good faith effort to process the payment in 60 calendar days. No expedition of payment or explanation of payment progress shall be made within the 60-day processing period.

City liability under this Agreement shall only be to the extent of the present appropriation to fund the Agreement. No action, statement, or omission of any officer, agent, or employee of City shall impose any obligation upon City, such officer, agent, or employee, except to the extent City has appropriated funds and otherwise in accordance with the terms of this Agreement. HTB and City agree that no indebtedness for work performed which results in costs under this Agreement shall arise against City until and unless there is an appropriation of funds to pay for such work.

5. Quarterly Expense Report Submittal: As detailed in Article 5, HTB shall be responsible for submitting expense reports on a quarterly basis with supporting documentation to substantiate work performed by HTP and its subcontractors. HTB shall submit quarterly expense reports to the City no later than 15 calendar days following the end of the previous quarter. HTB shall submit the request for final for payment to:

Hi Sang Kim, Operations Manager  
City of Los Angeles - Bureau of Sanitation  
Hyperion Treatment Plant  
12000 Vista Del Mar, MS 535  
Playa Del Rey, CA 90293  
Tel: 310-648-5507

6. Disputes: In the event that a dispute arises over HTB's payment request, the City shall pay any undisputed portion of the amount due within the time period required for such payment, and any required payment of the disputed amount in accordance with existing City practices.
7. Past Expenses: Costs incurred by HTB prior to the actual date of full execution of this Agreement shall only be payable to HTB if said costs were incurred in completing tasks specifically authorized by this Agreement and said costs are reviewed and approved by the City and said approval for payment occurs after this Agreement is fully executed.

## **ARTICLE 8- INDEPENDENT CONTRACTOR**

HTB is acting hereunder as an independent contractor and not as an agent or employee of the City. HTB shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City. The City shall not represent or otherwise hold itself or any of its directors, officers, partners, employees, or agents out to be an agent or employee of HTB.

## **ARTICLE 9 – INDEMNIFICATION**

HTB will:

1. Indemnify, defend and hold the City harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this work.
2. Indemnify and hold the City harmless and reimburse the State and the City as applicable if the Settlement Agreement requirements were violated.
3. Be solely responsible for any contracts entered into, or other obligations or liabilities incurred by HTB in connection with the project or otherwise relating to this Agreement and the City shall have no obligation or liability whatsoever hereunder or with respect thereto.

## **ARTICLE 10 - CHANGES IN THE SCOPE OF SEP**

Changes in the scope of work for SEP as defined to be executed under this Agreement will be made by amendment and require written approval by all parties to this Agreement including RWQCB.

## **ARTICLE 11 - TERM OF AGREEMENT**

The term of this Agreement shall be for one year unless terminated as provided under Article 19.



## **ARTICLE 12 - CHANGES OR MODIFICATIONS TO MOU**

Changes to this agreement may only be made by mutual written consent between representatives of the parties to this MOU.

## **ARTICLE 13 - EXCUSABLE DELAYS**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Agreement if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of HTB shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both HTB and Subcontractor, and without any fault or negligence of either of them. In such case, HTB shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit HTB to perform timely. As used in this Agreement, the term "Subcontractor" means a subcontractor at any tier.

In the event HTB's delay or failure to perform arises out of a Force Majeure Event, HTB agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

## **ARTICLE 14 - NON-WAIVER**

None of the provisions of this Agreement shall be deemed waived unless expressly waived in writing. An omission or failure of either Party to demand or enforce strict performance of provisions of this Agreement shall not be construed as a waiver or as a relinquishment of any rights. All provisions and rights shall continue and remain in full force and effect as if such omission or failure had not occurred.

## **ARTICLE 15 - SEVERABILITY**

Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

**ARTICLE 16 - DISPUTES**

Should a dispute or controversy arise concerning provisions of this Agreement or the performance of work hereunder the parties may elect to submit such to representatives of the Board of Public Works and HTB for resolution.

**ARTICLE 17 - GOVERNING LAW**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City.

**ARTICLE 18 - TRANSFER OF INTEREST**

Neither party shall assign or transfer this Agreement in whole or in part without prior written consent of the other party. The consent to assign or transfer shall not be unreasonably withheld.

**ARTICLE 19 - TERMINATION OF THE AGREEMENT**

This Agreement shall terminate no later than March 31, 2019. Either party may terminate this Agreement for any reason in whole or in part by giving the other party, 30 calendar days written notice by certified mail with return receipt requested.

**ARTICLE 20 - ENTIRE AGREEMENT**

This Agreement contains all of the representation and understandings of the parties here to and supersedes and/or incorporates any previous understandings proposals, or commitments, whether oral or written, and may be modified or amended only as herein before provided.

**ARTICLE 21 - REPRESENTATIVES FOR THE PARTIES**

All notices shall be made in writing and may be given by mail or by personal delivery. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

**FOR LA SANITATION:**

Timeyin Dafeta, Plant Manager  
Hyperion Treatment Plant  
12000 Vista Del Mar  
Playa Del Rey, CA 90293  
Phone: (310) 648-5555  
[timeyin.dafeta@lacity.org](mailto:timeyin.dafeta@lacity.org)

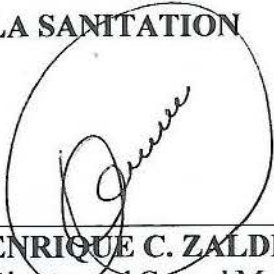
**FOR HEAL THE BAY:**

Sarah Abramson Sikich, Vice President  
Heal the Bay  
1444 9<sup>th</sup> Street  
Santa Monica, CA 90401  
(310) 451-1500  
[ssikich@healthebay.org](mailto:ssikich@healthebay.org)



IN WITNESS WHEREOF, the Parties each herewith subscribe the same, and this Agreement is executed by the City and by Heal the Bay.

**LA SANITATION**



**ENRIQUE C. ZALDIVAR**  
Director and General Manager

3/5/18  
Date

**APPROVED AS TO FORM**

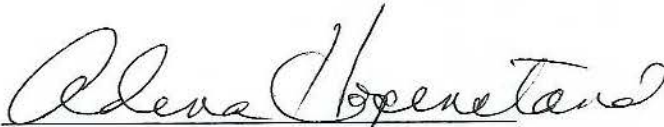
**HEAL THE BAY**



**SHELLEY LUCE**  
President and Chief Executive Officer

3/5/18  
Date

**MICHAEL N. FEUER, City Attorney**



**ADENA M. HOPENSTAND**  
Deputy City Attorney

3/5/18  
Date

**ATTEST**

**HOLLY L. WOLCOTT, City Clerk**



Deputy City Clerk

3/6/18  
Date

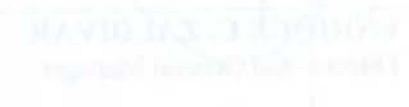




EXHIBITS

EXHIBIT A - Standard Provisions for City Contracts

  
\_\_\_\_\_  
MICHAEL R. BUTLER, City Attorney  
Date: 8/2/18

  
\_\_\_\_\_  
THOMAS C. ZILL, Mayor  
Date: 8/2/18

  
\_\_\_\_\_  
THOMAS M. HORVATH, Deputy City Attorney  
Date: 8/2/18

  
\_\_\_\_\_  
HOOLY L. WOLCOTT, City Clerk  
Date: 8/2/18



**EXHIBIT A – Standard Provisions for City Contracts**

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and



- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

**PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

**PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

**PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.



**PSC-8. Suspension**

At CITY'S sole discretion, CITY may suspend any or all services provided under this Contract by providing CONTRACTOR with written notice of suspension. Upon receipt of the notice of suspension, CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

**PSC-9. Termination**

**A. Termination for Convenience**

CITY may terminate this Contract for CITY'S convenience at any time by providing CONTRACTOR thirty days written notice. Upon receipt of the notice of termination, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights CITY is entitled to, shall become CITY property upon the date of the termination. CONTRACTOR agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

**B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONTRACTOR written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONTRACTOR'S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. If the default under this Contract is due to CONTRACTOR'S failure to maintain the insurance required under this Contract, CONTRACTOR shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance



coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly



abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  - 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

**PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors,



**CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

**PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

**PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

**PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

**PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration



of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives at any time. **CONTRACTOR** shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

**PSC-17. Bonds**

All bonds required by CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

**PSC-18. Indemnification**

Except for the gross negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under



this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

**PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract



such that CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with CITY, its agents and law enforcement.
- B. If CITY is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless CITY and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend CITY, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.



**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal



employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Americans with Disabilities Act**

**CONTRACTOR** shall comply with the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.*, and its implementing regulations.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.



**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising  
in City Elections

You are a subcontractor on City of Los Angeles Contract



# \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

**PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications**

**CONTRACTOR** shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39. Limitation of City's Obligation to Make Payment to Contractor**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to **CONTRACTOR** unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.



**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

**PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.



## EXHIBIT 1

### INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) as determined in writing by the CAO-RM.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

Submitting your documents. **Track4LA®** is the CITY'S online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the CITY. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA®** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted, however **submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.** CONTRACTOR must provide CITY a thirty day notice of cancellation (ten days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the CITY'S online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the CAO-RM for consideration.



6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. **CONTRACTOR'S** policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY'S or CONTRACTOR'S electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.



## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<p>___ <b>Workers' Compensation (WC) and Employer's Liability (EL)</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> Waiver of Subrogation in favor of City</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Longshore &amp; Harbor Workers <input type="checkbox"/> Jones Act</p> </div> </div>	<p>WC <u>Statutory</u> EL _____</p>
<p>___ <b>General Liability</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Sexual Misconduct _____</p> </div> </div>	<p>_____</p>
<p>___ <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)</p>	<p>_____</p>
<p>___ <b>Professional Liability</b> (Errors and Omissions)</p> <p style="margin-left: 20px;">Discovery Period _____</p>	<p>_____</p>
<p>___ <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/> _____</p> </div> </div>	<p>_____</p>
<p>___ <b>Pollution Liability</b></p> <p><input type="checkbox"/> _____</p>	<p>_____</p>
<p>___ <b>Surety Bonds</b> - Performance and Payment (Labor and Materials) Bonds</p>	<p>_____</p>
<p>___ <b>Crime Insurance</b></p>	<p>_____</p>
<p><b>Other:</b> _____</p> <p>_____</p> <p>_____</p>	<p>_____</p>