

LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD

**In the Matter of:
CITY OF REDONDO BEACH
SEASIDE LAGOON**

**ORDER R4-2022-0027 (Proposed)
SETTLEMENT AGREEMENT AND
STIPULATION FOR ENTRY OF
ADMINISTRATIVE CIVIL LIABILITY
ORDER; ORDER (PROPOSED)**

I. Introduction

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

II. Recitals

2. The City is the owner and operator of the Seaside Lagoon Facility located at 200 Portofino Way in the County of Los Angeles (Facility). The Facility is a swimming lagoon located near King Harbor.
3. Discharges from the Facility are regulated by Waste Discharge Requirements (WDRs) and National Pollutant Discharge Elimination System (NPDES) permit, Order No. R4-2017-0178, NPDES No. CA0064297, which became effective on November 1, 2017. Previously, the City was regulated by Order No. R4-2010-0185; Order No. R4-2017-0178 superseded Order No. R4-2010-0185 except for enforcement purposes.
4. Discharges from the Facility are also regulated by Time Schedule Order (TSO) No. R4-2017-0179. TSO Order No. R4-2017-0179 expires on October 31, 2022.
5. Water Code section 13385, subdivisions (h) and (i) require assessment of mandatory penalties and state, in part, the following:

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

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

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

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

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

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

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

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

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

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

- ii) Actions and milestones leading to compliance with the effluent limitation.
7. As shown in Attachment A, herein incorporated by reference, the Prosecution Team alleges that the City committed eighty (80) serious violations and fifty-three (53) non-serious, or chronic, violations of the effluent limitations contained in Order Nos. R4-2010-0185 or R4-2017-0178 from July 2016 through August 2021. The Prosecution Team further alleges that serious violations are subject to MMPs under Water Code section 13385, subdivision (h) because measured concentrations of Group I and Group II constituents exceeded effluent limitations by 20 or 40 percent or more, respectively; also, fifty(50) of the fifty-three (53) non-serious violations are subject to MMPs under Water Code section 13385, subdivision (i)(1) because these violations were preceded by three or more effluent limit violations within a 180-day period.
8. The Parties have engaged in confidential settlement negotiations and agree to fully settle the violations alleged in this Stipulated Order without administrative or civil litigation and by presenting this Stipulation to the Regional Water Board, or its delegee, for adoption as an Order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.
9. To resolve the violations by consent and without further administrative or civil proceedings, the Parties have agreed to settle an administrative civil liability against the City for the amount of three hundred ninety thousand dollars (\$390,000). The Prosecution Team believes that the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the violations alleged herein, and that this Stipulated Order is in the best interest of the public.

III. Stipulations

The Parties stipulate to the following:

10. **Jurisdiction:** The Parties agree that the Regional Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulation.
11. **Administrative Civil Liability:** The City hereby agrees to settle for the amount of **three-hundred ninety thousand dollars (\$390,000)** to resolve the violations specifically alleged in this Stipulated Order as follows:
 - a. No later than 30 days after the Regional Water Board, or its delegee, signs this Order, the City shall submit a check for **one hundred ninety-five thousand dollars (\$195,000)** to the State Water Board. The check shall be made payable to the "State Water Pollution Cleanup and

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Abatement Account,” reference the Order number on page one of this Order, and be mailed to:

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

The City shall provide a copy of the check via email to the State Water Board, Office of Enforcement (**Catherine.Hawe@waterboards.ca.gov**) and the Regional Water Board (**Kristie.Kao@waterboards.ca.gov**).

- b. The Parties agree that the remaining **one hundred ninety-five thousand dollars (\$195,000)** (SEP Amount) of the administrative civil liability shall be utilized to implement the Redondo Beach Sanitary Sewer Diversion Project Alternate Analysis, Preliminary Design and Permitting as a Supplemental Environmental Project (SEP) as described herein and Attachment B, hereby incorporated by reference.
12. **SEP Requirements:** The Parties agree that the SEP Amount specified in paragraph 11.b. is for the SEPs identified in Attachment B and that SEP Amount shall be treated as a suspended administrative civil liability at the time of project completion for purposes of this Stipulated Order. The Regional Water Board is entitled to recover any SEP funds that are not expended in accordance with this Stipulated Order. Detailed project descriptions, including milestones, budgets, and performance measures are attached hereto as Attachment B.
 13. **Nexus to the Violation:** The SEP Policy requires that a SEP have a nexus to the alleged violation. (SEP Policy, section VIII.F.) The SEPs included in this Stipulated Order have a nexus to the location of the alleged violation because the primary benefits to be attained from the SEPs are located within a 50-mile radius of the location of the violations.
 14. **SEP Categories:** The SEP Policy provides for seven categories of SEPs. (SEP Policy, section V.) The SEP is a “Pollution Reduction” SEP within the meaning of the SEP Policy. The SEP also falls under the “Assessment and Audit” SEP, as it identifies one or more locations for a new or enhanced diversion to the City’s sanitary sewer collection system that seeks to improve the quality of local receiving waters through diversion of untreated stormwater to the sanitary sewer system, while at the same time building resilience of the region to climate change by developing new sources of recycled water for recharging and replenishing groundwater supplies. The City has committed to implementing viable stormwater diversions which are identified upon completion of the SEP.

15. **Reporting Requirements for the SEPs:** The City shall submit the following reports on SEP implementation to the Regional Water Board:
- a. **Quarterly Reports:** Quarterly Reports must be submitted in accordance with the schedule provided in Attachment B and described herein. The Quarterly Reports must describe the tasks completed during the previous quarter, whether the SEP Implementing Parties are in compliance with the milestones and deadlines contained in Attachment B and if not, the cause(s) of the delay(s) and the anticipated date of compliance with this Stipulated Order. The Quarterly Reports may also include descriptions and photos of activities completed during the previous quarter and an analysis of the SEP's progress. Quarterly Reports shall be due on January 15 (for the period from October 1 through December 31 of the previous year); April 15 (for the period from January 1 through March 31); July 15 (for the period from April 1 through June 30); and October 15 (for the period from July 1 through September 30) of each year until the SEP completion date. The first quarterly report shall be due on July 15, 2022.
 - b. **Certification of SEP Completion:** No later than the deadlines contained in Attachment B the City must submit a final report that documents SEP completion and provides a certified statement of SEP completion (Certification of SEP Completion), signed under penalty of perjury, that documents the following:
 - i. Certification of completion in accordance with the terms of this Stipulated Order, addressing how the expected outcome(s) for the project were met,
 - ii. Certification documenting the expenditures by the SEP Implementing Party during the completion period for the SEP, and
 - iii. Certification that the SEP Implementing Party followed all applicable environmental laws and regulations in implementing the SEP, including the California Environmental Quality Act, Porter-Cologne Water Quality Control Act, and federal Clean Water Act.
 - iv. Documentation of SEP completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate SEP completion and the costs incurred.
16. **Publicity Associated with the SEP:** Whenever the City, or its agents, publicizes one or more SEP elements, it shall state in a prominent manner that the project is undertaken as part of a settlement of a Regional Water Board enforcement action against the City.

17. **SEPs are Above and Beyond the City's Obligations:** The SEPs included in this Stipulated Order contain only measures that go above and beyond the City's obligations. The SEPs are not part of the City's normal business nor is the City otherwise legally required to implement any portion of the SEPs.
18. **No Benefit to Regional Water Board Functions, Members, or Staff:** These SEPs provide no direct fiscal benefit to the Regional Water Board's functions, its members, its staff, or any family member of staff.
19. **Regional Water Board Not Liable:** The Regional Water Board and its members, staff, attorneys, and representatives shall not be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by the City or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.
20. **Third Party Audit:** If the Regional Water Board obtains information reasonably indicating that the City has not expended money in the amounts claimed, or a SEP Implementing Party has not adequately completed the work in the SEP, the Regional Water Board or its delegee may require, and the City must submit, at its sole cost, a report prepared by an independent third party(ies) acceptable to the Regional Water Board or its delegee, stating that in its professional opinion, the City has or has not expended money in the amounts claimed. In the event of such an audit, the City agrees that the third-party auditor will be provided with access to relevant and non-privileged documents that the auditor requests. Such information must be provided to the Regional Water Board within three months of the date on which the Regional Water Board or its delegee requires the audit.
21. **Failure to Expend the SEP Amount on the Approved SEP:** If the City is not able to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP Amount was spent on the completed SEP(s), the City shall pay the difference between the SEP Amount and the amount the City can demonstrate was actually spent on the SEP(s) (the Difference). The Executive Officer shall issue a "Notice of Violation" that will require the City to pay the Difference to the State Water Pollution Cleanup and Abatement Account within 30 days of the Notice of Violation's issuance date. The City shall submit payment consistent with the payment method described in paragraph 11.a. Payment of the Difference shall satisfy the City's obligations to implement the SEP.
22. **Failure to Complete the SEP:** If the SEP is not fully implemented by the SEP Completion Dates listed in Attachments B or if there has been a material failure to satisfy a project milestone, the Executive Officer shall issue a "Notice of Failure to Complete SEP". The amount of suspended liability owed shall be determined via a Motion for Payment of Suspended Liability before the Regional Water Board or its delegee. The City shall be liable to pay the entire SEP Amount, or, if shown by the City, some portion thereof less the value of any

completed milestones as stipulated to by the Parties in writing, or as determined by the Motion for Payment of Suspended Liability. Within 30 days of the Regional Water Board's or its delegee's determination of the suspended liability amount assessed for the City to pay, the City shall submit payment consistent with the payment method described in paragraph 11.a. Payment of the assessed amount shall satisfy the City's obligations to implement the SEP.

23. **Replacement SEP:** If there is a material failure, in whole or in part, to perform the SEP described in paragraph 22, due to circumstances beyond the control of the City, and the Regional Water Board does not move to collect the Payment of Suspended Liability amount as provided in paragraph 22, above, the Parties agree that the City may propose a Replacement SEP. Whether there is a material failure to perform the SEP(s) described in paragraph 11.b. shall be determined by the Executive Officer. The City shall have 60 days from the date of the Executive Officer's determination to propose a Replacement SEP(s) from a Disadvantage Community Supplemental Environmental Project List that was approved by the Regional Water Board and developed in partnership with the Rose Foundation for Communities and the Environment. The cost of the Replacement SEP shall be for the entire SEP Amount, or, some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing and shall be treated as a suspended liability subject to the same conditions provided for the SEP being replaced. The terms and conditions of the Replacement SEP shall be memorialized in a Supplemental Agreement to this Stipulated Order, signed by both parties and approved by the Regional Water Board or its delegee. The Replacement SEP shall meet the criteria in the SEP Policy, and shall be completed within 36 months of the Regional Water Board's or its delegee's approval of the Supplemental Agreement (Replacement SEP Completion Date). The Executive Officer may grant an extension for good cause shown as to why the Replacement SEP cannot be completed by the Replacement SEP Completion Date. The Parties agree that, unless requested by the Executive Officer, the Supplemental Agreement will not be subject to public notice and comment so long as the initial notice and comment period complied with federal and/or state requirements. If there is a material failure to perform a Replacement SEP, then the Executive Officer shall issue a "Notice of Failure to Complete SEP" as described in paragraph 22. The City shall not have an opportunity to propose a second Replacement SEP should it fail to complete the Replacement SEP for any reason.

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

25. Compliance with Applicable Laws and Regulatory Changes: The City understands that payment of an administrative civil liability in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that additional violations of the type alleged may subject it to further enforcement, including additional administrative civil liabilities. Nothing in this Stipulated Order shall excuse the City from meeting any more stringent requirements which may be imposed hereafter by changes in applicable and legally binding legislation or regulations.

26. Party Contacts for Communications Related to Stipulated Order:

For the Regional Water Board:

Kristie Kao
Water Resource Control Engineer
320 West 4th Street, Suite 200
Los Angeles, CA 90013
Kristie.Kao@waterboards.ca.gov

For the City:

Ted Semaan
Public Works Director, City of Redondo Beach
414 Diamond Street
Redondo Beach, CA 90277
Ted.Semaan@redondo.org

27. No Admission of Liability: The City denies the allegations described herein and the City has entered into this Stipulated Order in order to avoid protracted litigation and the costs associated therewith. Neither this Stipulated Order nor any payment pursuant to the Order shall constitute evidence of, or be construed as, a finding, adjudication, or acknowledgment of any fact, law or liability, nor shall it be construed as an admission of negligence, fault or wrongdoing, violation of any law, rule, or regulation by the City. Moreover, neither this Stipulated Order, nor any statement contained herein shall be admissible in any other proceeding, either legal, equitable, or administrative, except for the sole purpose of administration and enforcement of this Order. Except, the City recognizes that this Stipulated Order may be used as evidence of a prior enforcement action consistent with Water Code section 13327 and 13385, subdivision (e), and the State Water Board's Water Quality Enforcement Policy.

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

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29. **Public Notice:** The City understands that this Stipulated Order will be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board, or its delegee. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board, or its delegee, for adoption, the Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board, or its delegee. The City agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.
30. **Procedure:** The Parties agree that the procedure that has been adopted for the approval of the settlement by the Parties and review by the public, as reflected in this Order, will be adequate. In the event procedural objections are raised prior to this Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
31. **No Waiver of Right to Enforce:** The failure of the Prosecution Team or Regional Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Stipulated Order. The failure of the Prosecution Team or Regional Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order. No oral advice, guidance, suggestions, or comments by employees or officials of any Party regarding matters covered under this Stipulated Order shall be construed to relieve any Party regarding matters covered in this Stipulated Order. The Regional Water Board reserves all rights to take additional enforcement actions, including without limitation, the issuance of administrative civil liability complaints or orders for violations other than those addressed by this Order.
32. **Effect of Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Regional Water Board or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.
33. **Interpretation:** This Stipulated Order shall not be construed against the party preparing it but shall be construed as if the Parties jointly prepared it and any uncertainty and ambiguity shall not be interpreted against any one party.
34. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation whether made before or after the execution of this Order. All modifications must be made in writing and approved by the Regional Water Board or its delegee.

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

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by the State Water Board, and further waives the right, if any, to appeal the same to a California Superior Court and/or any California appellate level court.

39. **Covenant Not to Sue:** The City 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. This provision is limited to the violations identified in Attachment A and the process for approval and adoption of the final Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order in this matter and does not preclude the City from challenging future unrelated actions by the Water Boards.
40. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that they are authorized to execute this Order on behalf of and to bind the entity on whose behalf the Order is executed.
41. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Stipulated Order shall be communicated to the City in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Regional Water Board regarding submissions or notices shall be construed to relieve the City of its obligation to obtain any final written approval required by this Stipulated Order.
42. **No Third Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligation on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
43. **Severability:** This Stipulated Order is severable; should any provision be found invalid, the remainder shall remain in full force and effect.
44. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board, or its delegee, enters the Order incorporating the terms of this Stipulated Order.
45. **Counterpart Signatures:** This Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.

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IT IS SO STIPULATED.

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

By:  **Hugh Marley**
Digitally signed by Hugh
Marley
Date: 2022.07.26 12:02:23
-07'00'

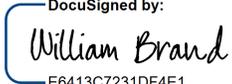
Hugh Marley
Assistant Executive Officer

7/26/2022

Date

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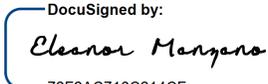
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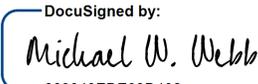
Print Name: William C. Brand

Date

Title: Mayor

ATTEST: 
72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED AS TO FORM: 
669049EDE03D402...

Michael W. Webb, City Attorney

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

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

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

Renee Purdy
Executive Officer
Los Angeles Regional Water Quality Control Board

Date

- Attachment A: Effluent Limitation Violations
Attachment B: Redondo Beach Sanitary Sewer Diversion Project Alternate Analysis, Preliminary Design and Permitting SEP

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Attachment A:
Effluent Limitation Violations

Attachment A – Effluent Limitation Violations

Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious / Chronic	Water Code Section 13385	Penalty
07/04/16	July 2016	Daily Maximum	Residual Chlorine	20	8	µg/L	2	150%	Serious	(h)1	\$3,000
07/04/16	July 2016	Daily Maximum	Residual Chlorine	0.38	0.15	lbs/day	2	153%	Serious	(h)1	\$3,000
07/12/16	July 2016	Daily Maximum	Residual Chlorine	50	8	µg/L	2	525%	Serious	(h)1	\$3,000
07/12/16	July 2016	Daily Maximum	Residual Chlorine	0.96	0.15	lbs/day	2	540%	Serious	(h)1	\$3,000
07/19/16	July 2016	Daily Maximum	Residual Chlorine	200	8	µg/L	2	2400%	Serious	(h)1	\$3,000
07/19/16	July 2016	Daily Maximum	Residual Chlorine	3.84	0.15	lbs/day	2	2460%	Serious	(h)1	\$3,000
07/31/16	July 2016	Monthly Average	Residual Chlorine	35	2	µg/L	2	1650%	Serious	(h)1	\$3,000
07/31/16	July 2016	Monthly Average	Residual Chlorine	0.67	0.038	lbs/day	2	1663%	Serious	(h)1	\$3,000
08/02/16	August 2016	Daily Maximum	Residual Chlorine	50	8	µg/L	2	525%	Serious	(h)1	\$3,000
08/02/16	August 2016	Daily Maximum	Residual Chlorine	0.96	0.15	lbs/day	2	540%	Serious	(h)1	\$3,000
08/15/16	August 2016	Daily Maximum	Residual Chlorine	20	8	µg/L	2	150%	Serious	(h)1	\$3,000

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08/15/16	August 2016	Daily Maximum	Residual Chlorine	0.38	0.15	lbs/day	2	153%	Serious	(h)1	\$3,000
08/30/16	August 2016	Daily Maximum	Residual Chlorine	20	8	µg/L	2	150%	Serious	(h)1	\$3,000
08/30/16	August 2016	Daily Maximum	Residual Chlorine	0.38	0.15	lbs/day	2	153%	Serious	(h)1	\$3,000
08/31/16	August 2016	Monthly Average	Residual Chlorine	30	2	µg/L	2	1400%	Serious	(h)1	\$3,000
08/31/16	August 2016	Monthly Average	Residual Chlorine	0.58	0.038	lbs/day	2	1426%	Serious	(h)1	\$3,000
07/03/17	July 2017	Daily Maximum	Residual Chlorine	20	8	µg/L	2	150%	Serious	(h)1	\$3,000
07/03/17	July 2017	Daily Maximum	Residual Chlorine	0.38	0.15	lbs/day	2	153%	Serious	(h)1	\$3,000
07/17/17	July 2017	Daily Maximum	Residual Chlorine	340	8	µg/L	2	4150%	Serious	(h)1	\$3,000
07/17/17	July 2017	Daily Maximum	Residual Chlorine	6.52	0.15	lbs/day	2	4247%	Serious	(h)1	\$3,000
07/31/17	July 2017	Monthly Average	Residual Chlorine	20	2	µg/L	2	900%	Serious	(h)1	\$3,000
07/31/17	July 2017	Monthly Average	Residual Chlorine	0.38	0.038	lbs/day	2	900%	Serious	(h)1	\$3,000
05/31/18	May 2018	Monthly Average	Turbidity	55	50	NTU	OEV	10%	Chronic	(i)1	\$0
05/31/18	May 2018	Daily Maximum	Residual Chlorine	20	8	µg/L	2	150%	Serious	(h)1	\$3,000

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Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious / Chronic	Water Code Section 13385	Penalty
05/31/18	May 2018	Monthly Average	TSS	73	50	mg/L	1	46%	Serious	(h)1	\$3,000
06/04/18	June 2018	Daily Maximum	Residual Chlorine	250	8	µg/L	2	3025%	Serious	(h)1	\$3,000
06/04/18	June 2018	Daily Maximum	Residual Chlorine	2.67	0.2	lbs/day	2	1235%	Serious	(h)1	\$3,000
06/07/18	June 2018	Daily Maximum	Residual Chlorine	330	8	µg/L	2	4025%	Serious	(h)1	\$3,000
06/07/18	June 2018	Daily Maximum	Residual Chlorine	3.52	0.2	lbs/day	2	1660%	Serious	(h)1	\$3,000
06/18/18	June 2018	Inst. Min.	pH	6.39	6.5	s.u.	OEV	2%	Chronic	(i)1	\$3,000
06/25/18	June 2018	Daily Maximum	Residual Chlorine	20	8	µg/L	2	150%	Serious	(h)1	\$3,000
06/26/18	June 2018	Daily Maximum	Enterococcus	173	104	MPN/100mL	OEV	66%	Chronic	(i)1	\$3,000
06/28/18	June 2018	Daily Maximum	Enterococcus	816	104	MPN/100mL	OEV	685%	Chronic	(i)1	\$3,000
07/02/18	July 2018	Inst. Min.	pH	5.5	6.5	s.u.	OEV	15%	Chronic	(i)1	\$3,000
07/02/18	July 2018	Daily Maximum	Oil and Grease	19.7	15	mg/L	1	31%	Chronic	(i)1	\$3,000
07/02/18	July 2018	Daily Maximum	Fecal Coliform	479	400	MPN/100mL	OEV	20%	Chronic	(i)1	\$3,000
07/09/18	July 2018	Daily Maximum	Oil and Grease	26.2	15	mg/L	1	75%	Serious	(h)1	\$3,000

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07/09/18	July 2018	Daily Maximum	Fecal Coliform	583	400	MPN/100mL	OEV	46%	Chronic	(i)1	\$3,000
07/09/18	July 2018	Daily Maximum	Enterococcus	231	104	MPN/100mL	OEV	122%	Chronic	(i)1	\$3,000
07/10/18	July 2018	Daily Maximum	Enterococcus	441	104	MPN/100mL	OEV	324%	Chronic	(i)1	\$3,000
07/11/18	July 2018	Daily Maximum	Residual Chlorine	20	8	µg/L	2	150%	Serious	(h)1	\$3,000
07/11/18	July 2018	Daily Maximum	Total Coliform	15531	10000	MPN/100mL	OEV	55%	Chronic	(i)1	\$3,000
07/11/18	July 2018	Daily Maximum	Enterococcus	2247	104	MPN/100mL	OEV	2061%	Chronic	(i)1	\$3,000
07/16/18	July 2018	Inst. Max.	pH	9.8	8.5	s.u.	OEV	15%	Chronic	(i)1	\$3,000
07/16/18	July 2018	Daily Maximum	Residual Chlorine	20	8	µg/L	2	150%	Serious	(h)1	\$3,000
07/18/18	July 2018	Daily Maximum	Residual Chlorine	30	8	µg/L	2	275%	Serious	(h)1	\$3,000
07/18/18	July 2018	Daily Maximum	Residual Chlorine	0.32	0.2	lbs/day	2	60%	Serious	(h)1	\$3,000
07/18/18	July 2018	Daily Maximum	Enterococcus	538	104	MPN/100mL	OEV	417%	Chronic	(i)1	\$3,000
07/19/18	July 2018	Daily Maximum	Enterococcus	156	104	MPN/100mL	OEV	50%	Chronic	(i)1	\$3,000
07/25/18	July 2018	Daily Maximum	Residual Chlorine	30	8	µg/L	2	275%	Serious	(h)1	\$3,000

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Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious / Chronic	Water Code Section 13385	Penalty
07/25/18	July 2018	Daily Maximum	Residual Chlorine	0.32	0.2	lbs/day	2	60%	Serious	(h)1	\$3,000
07/30/18	July 2018	Inst. Max.	pH	8.74	8.5	s.u.	OEV	3%	Chronic	(i)1	\$3,000
07/30/18	July 2018	Daily Maximum	Oil and Grease	19.3	15	mg/L	1	29%	Chronic	(i)1	\$3,000
07/31/18	July 2018	Monthly Average	Oil and Grease	19.3	10	mg/L	1	93%	Serious	(h)1	\$3,000
07/31/18	July 2018	Monthly Average***	Enterococcus	37.7	35	MPN/100mL	OEV	8%	Chronic	(i)1	\$3,000
08/07/18	August 2018	Daily Maximum	TSS	81	75	mg/L	1	8%	Chronic	(i)1	\$3,000
08/07/18	August 2018	Daily Maximum	Oil and Grease	43.5	15	mg/L	1	190%	Serious	(h)1	\$3,000
08/07/18	August 2018	Daily Maximum	Oil and Grease	464	384	lbs/day	1	21%	Chronic	(i)1	\$3,000
08/08/18	August 2018	Daily Maximum	Residual Chlorine	20	8	µg/L	2	150%	Serious	(h)1	\$3,000
08/08/18	August 2018	Daily Maximum	Enterococcus	932	104	MPN/100mL	OEV	796%	Chronic	(i)1	\$3,000
08/15/18	August 2018	Daily Maximum	Oil and Grease	27.5	15	mg/L	1	83%	Serious	(h)1	\$3,000
08/15/18	August 2018	Daily Maximum	Enterococcus	110	104	MPN/100mL	OEV	6%	Chronic	(i)1	\$3,000
08/20/18	August 2018	Daily Maximum	Oil and Grease	20.5	15	mg/L	1	37%	Chronic	(i)1	\$3,000

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08/22/18	August 2018	Daily Maximum	Enterococcus	359	104	MPN/100mL	OEV	245%	Chronic	(i)1	\$3,000
08/27/18	August 2018	Daily Maximum	Oil and Grease	24.8	15	mg/L	1	65%	Serious	(h)1	\$3,000
08/31/18	August 2018	Monthly Average	TSS	60	50	mg/L	1	20%	Chronic	(i)1	\$3,000
08/31/18	August 2018	Monthly Average	Oil and Grease	22.7	10	mg/L	1	127%	Serious	(h)1	\$3,000
09/03/18	September 2018	Inst. Min.	pH	6.2	6.5	s.u.	OEV	5%	Chronic	(i)1	\$3,000
09/03/18	September 2018	Daily Maximum	Oil and Grease	72.1	15	mg/L	1	381%	Serious	(h)1	\$3,000
09/03/18	September 2018	Daily Maximum	Oil and Grease	769.7	384	lbs/day	1	100%	Serious	(h)1	\$3,000
09/03/18	September 2018	Daily Maximum	Fecal Coliform	2909	400	MPN/100mL	OEV	627%	Chronic	(i)1	\$3,000
09/03/18	September 2018	Daily Maximum	Enterococcus	2909	104	MPN/100mL	OEV	2697%	Chronic	(i)1	\$3,000
09/30/18	September 2018	Monthly Average	TSS	54	50	mg/L	1	8%	Chronic	(i)1	\$3,000
09/30/18	September 2018	Monthly Average	Oil and Grease	72.1	10	mg/L	1	621%	Serious	(h)1	\$3,000
09/30/18	September 2018	Monthly Average	Oil and Grease	769.7	256	lbs/day	1	201%	Serious	(h)1	\$3,000
09/30/18	September 2018	Monthly Average***	Enterococcus	37.2	35	MPN/100mL	OEV	6%	Chronic	(i)1	\$3,000

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06/10/19	June 2019	Daily Maximum	Oil and Grease	26.9	15	mg/L	1	79%	Serious	(h)1	\$3,000
06/11/19	June 2019	Daily Maximum	Total Coliform	12033	10000	MPN/100mL	OEV	20%	Chronic	(i)1	\$0
07/08/19	July 2019	Daily Maximum	Oil and Grease	53.7	15	mg/L	1	258%	Serious	(h)1	\$3,000
07/19/19	July 2019	Daily Maximum	Enterococcus	550	104	MPN/100mL	OEV	429%	Chronic	(i)1	\$3,000
07/23/19	July 2019	Daily Maximum	Fecal Coliform	960	400	MPN/100mL	OEV	140%	Chronic	(i)1	\$3,000
07/24/19	July 2019	Daily Maximum	Mercury	4.31	0.1	µg/L	2	4210%	Serious	(h)1	\$3,000
07/24/19	July 2019	Daily Maximum	Mercury	0.046	0.0025	lbs/day	2	1740%	Serious	(h)1	\$3,000
07/31/19	July 2019	Monthly Average	Mercury	4.31	0.051	µg/L	2	8351%	Serious	(h)1	\$3,000
07/31/19	July 2019	Monthly Average	Mercury	0.046	0.0013	lbs/day	2	3438%	Serious	(h)1	\$3,000
08/05/19	August 2019	Inst. Max.	pH	8.7	8.5	s.u.	OEV	2%	Chronic	(i)1	\$3,000
08/05/19	August 2019	Daily Maximum	Oil and Grease	20.7	15	mg/L	1	38%	Chronic	(i)1	\$3,000
08/05/19	August 2019	Daily Maximum	Mercury	0.238	0.1	µg/L	2	138%	Serious	(h)1	\$3,000
08/06/19	August 2019	Daily Maximum	Total Coliform	24196	10000	MPN/100mL	OEV	142%	Chronic	(i)1	\$3,000

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Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious / Chronic	Water Code Section 13385	Penalty
08/06/19	August 2019	Daily Maximum	Fecal Coliform	24196	400	MPN/100mL	OEV	5949%	Chronic	(i)1	\$3,000
08/06/19	August 2019	Daily Maximum	Enterococcus	24196	104	MPN/100mL	OEV	23165%	Chronic	(i)1	\$3,000
08/12/19	August 2019	Daily Maximum	Enterococcus	110	104	MPN/100mL	OEV	6%	Chronic	(i)1	\$3,000
08/22/19	August 2019	Daily Maximum	Oil and Grease	21.4	15	mg/L	1	43%	Serious	(h)1	\$3,000
08/26/19	August 2019	Daily Maximum	Oil and Grease	21.7	15	mg/L	1	45%	Serious	(h)1	\$3,000
08/31/19	August 2019	Monthly Average	Oil and Grease	19.675	10	mg/L	1	97%	Serious	(h)1	\$3,000
08/31/19	August 2019	Monthly Average	Mercury	0.238	0.051	µg/L	2	367%	Serious	(h)1	\$3,000
08/31/19	August 2019	Monthly Average	Mercury	0.0025	0.0013	lbs/day	2	92%	Serious	(h)1	\$3,000
06/21/21	June 2021	Daily Maximum	Residual Chlorine	50	8	µg/L	2	525%	Serious	(h)1	\$3,000
06/21/21	June 2021	Daily Maximum	Residual Chlorine	0.5	0.2	lbs/day	2	67%	Serious	(h)1	\$3,000
06/30/21	June 2021	Monthly Average	Oil and Grease	13.15	10	mg/L	1	32%	Chronic	(i)1	\$0
06/30/21	June 2021	Monthly Average****	Arsenic	27.9	27.2	µg/L	2	3%	Chronic	(i)1	\$3,000
07/02/21	July 2021	Daily Maximum	Residual Chlorine	10	8	µg/L	2	25%	Serious	(h)1	\$3,000

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Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious / Chronic	Water Code Section 13385	Penalty
07/05/21	July 2021	Daily Maximum	Residual Chlorine	10	8	µg/L	2	25%	Serious	(h)1	\$3,000
07/05/21	July 2021	Daily Maximum	Enterococcus	4569	104	MPN/100mL	OEV	4293%	Chronic	(i)1	\$3,000
07/09/21	July 2021	Daily Maximum	Residual Chlorine	210	8	µg/L	2	2525%	Serious	(h)1	\$3,000
07/09/21	July 2021	Daily Maximum	Residual Chlorine	2.24	0.2	lbs/day	2	1020%	Serious	(h)1	\$3,000
07/09/21	July 2021	Daily Maximum	Fecal Coliform	4352	400	MPN/100mL	OEV	988%	Chronic	(i)1	\$3,000
07/09/21	July 2021	Daily Maximum	Enterococcus	24196	104	MPN/100mL	OEV	23165%	Chronic	(i)1	\$3,000
07/12/21	July 2021	Daily Maximum	Residual Chlorine	10	8	µg/L	2	25%	Serious	(h)1	\$3,000
07/16/21	July 2021	Daily Maximum	Total Coliform	10112	10000	MPN/100mL	OEV	1%	Chronic	(i)1	\$3,000
07/16/21	July 2021	Daily Maximum	Fecal Coliform	609	400	MPN/100mL	OEV	52%	Chronic	(i)1	\$3,000
07/16/21	July 2021	Daily Maximum	Enterococcus	158	104	MPN/100mL	OEV	52%	Chronic	(i)1	\$3,000
07/19/21	July 2021	Daily Maximum****	Copper	164	163	µg/L	2	1%	Chronic	(i)1	\$3,000
07/23/21	July 2021	Daily Maximum	Total Coliform	12997	10000	MPN/100mL	OEV	30%	Chronic	(i)1	\$3,000
07/23/21	July 2021	Daily Maximum	Fecal Coliform	4106	400	MPN/100mL	OEV	927%	Chronic	(i)1	\$3,000

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Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious / Chronic	Water Code Section 13385	Penalty
07/23/21	July 2021	Daily Maximum	Enterococcus	1291	104	MPN/100mL	OEV	1141%	Chronic	(i)1	\$3,000
07/26/21	July 2021	Daily Maximum	Residual Chlorine	10	8	µg/L	2	25%	Serious	(h)1	\$3,000
07/26/21	July 2021	Daily Maximum	Mercury	0.19	0.1	µg/L	2	90%	Serious	(h)1	\$3,000
07/31/21	July 2021	Monthly Average	Residual Chlorine	10	2	µg/L	2	400%	Serious	(h)1	\$3,000
07/31/21	July 2021	Monthly Average	Residual Chlorine	0.11	0.05	µg/L	2	120%	Serious	(h)1	\$3,000
08/02/21	August 2021	Daily Maximum	Residual Chlorine	10	8	µg/L	2	25%	Serious	(h)1	\$3,000
08/06/21	August 2021	Daily Maximum	Residual Chlorine	210	8	µg/L	2	2525%	Serious	(h)1	\$3,000
08/06/21	August 2021	Daily Maximum	Residual Chlorine	2.24	0.2	lbs/day	2	1020%	Serious	(h)1	\$3,000
08/09/21	August 2021	Daily Maximum	Oil and Grease	27.5	15	mg/L	1	83%	Serious	(h)1	\$3,000
08/13/21	August 2021	Daily Maximum	Residual Chlorine	130	8	µg/L	2	1525%	Serious	(h)1	\$3,000
08/13/21	August 2021	Daily Maximum	Residual Chlorine	1.39	0.2	lbs/day	2	595%	Serious	(h)1	\$3,000
08/16/21	August 2021	Daily Maximum****	Copper	208	169	µg/L	2	23%	Serious	(h)1	\$3,000
08/16/21	August 2021	Daily Maximum	Oil and Grease	28.2	15	mg/L	1	88%	Serious	(h)1	\$3,000

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Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious / Chronic	Water Code Section 13385	Penalty
08/16/21	August 2021	Daily Maximum	Mercury	0.144	0.1	µg/L	2	44%	Serious	(h)1	\$3,000
08/20/21	August 2021	Daily Maximum	Enterococcus	813	104	MPN/100mL	OEV	682%	Chronic	(i)1	\$3,000
08/31/21	August 2021	Monthly Average	Oil and Grease	21.77	10	mg/L	1	118%	Serious	(h)1	\$3,000
08/31/21	August 2021	Monthly Average	Mercury	0.144	0.051	µg/L	2	182%	Serious	(h)1	\$3,000
08/31/21	August 2021	Monthly Average	Mercury	0.0015	0.0013	µg/L	2	15%	Chronic	(i)1	\$3,000

Total: \$390,000

*Mass based effluent limit violations from July 2016 - July 2017 were calculated by using an average daily flow of 2.3 MGD.

**Mass based effluent limit violations from May 2018 - August 2019 were calculated by using an average daily flow of 1.28 MGD.

***Monthly average violations for Enterococcus were calculated using a geometric mean.

****Intake credits apply for Arsenic and Copper violations.

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Attachment B:

**Redondo Beach Sanitary Sewer Diversion Project Alternate
Analysis, Preliminary Design and Permitting SEP**

1. **Title:**
Redondo Beach Sanitary Sewer Diversion Project Alternative Analysis, Preliminary Engineering Design & Permitting
2. **Project Amount:** \$195,000
3. **Project Lead:**
City of Redondo Beach
4. **Contacts:**
Geraldine Trivedi, Civil Engineer, City of Redondo Beach
Geraldine.trivedi@redondo.org; 310-318-0661 x2036
Andrew Winje, City Engineer City of Redondo Beach
Andrew.winje@redondo.org; 310-318-0661

5. Project Description:

In order to protect and improve the water quality of our receiving waters, the proposed Sanitary Sewer Diversion Capacity Study and Preliminary Design Project is being submitted to the Los Angeles Regional Water Quality Control Board as a Supplemental Environmental Project (SEP). The project will identify one or more locations for a new, or enhanced diversion to the City's sanitary sewer collection system and complete preliminary design for the highest ranked location(s). The City will invest SEP funds for sanitary sewer flow tracing and capacity studies, preliminary design and permitting for at least one new, or enhanced diversion to the sanitary sewer. The City will engage the Los Angeles County Sanitation Districts (LACSD) to perform two separate sanitary sewer flow tracing and capacity studies on two sewer-sheds to identify locations with the most available capacity for a new or enhanced diversion within the Beach Cities Watersheds. This project is intended to facilitate the diversion of stormwater flows to the LACSD Joint Water Pollution Control Plant for treatment and for the future production of recycled water. The project seeks to improve the quality of local receiving waters by diverting untreated stormwater while at the same time building resilience of the region to climate change by developing new sources of recycled water for recharging and replenishing groundwater supplies.

Sanitary Sewer Diversion Project Alternative Analysis:

- LACSD will perform sanitary sewer flow tracing and capacity studies on each of two different Joint Water Pollution Control Plant sewer-sheds to identify the locations with the most available capacity for a new or enhanced diversion within the Beach Cities Watersheds. The goal is to expand capacity of one or more existing low flow diversions to handle additional flows (additional dry weather flow and/or diversion of stored stormwater) and explore potential new diversions at the following locations.
 - a. Existing Avenue I Storm Drain Low Flow Diversion located at the terminus of Avenue I and the Esplanade in Redondo Beach.
 - b. New – To site a new diversion to the sanitary sewer for dry weather and stored stormwater from a small tidally-influenced storm drain just south of Redondo Beach Pier which would be tributary to the South Bay Cities Main Trunk 21-inch LACSD line.
- To site a new diversion to the sanitary sewer for dry weather and stored stormwater flows in the northern part of Redondo Beach (Beach Cities Group watershed) as follows:

- c. One potential new diversion located in a storm drain running along Manhattan Beach Boulevard at a location in the segment bounded by Vail Avenue on the west and Hawthorne Blvd (Hwy 107) to the east. Other potential locations will also be explored.

The scope of work for each sewer-shed involves performing a flow trace from the point of diversion to the downstream wastewater treatment plant to identify each of the sewers that will be impacted by increased flow. The Districts' sewer system managers will be consulted for the operation of flow splits identified in the flow trace. Available flow monitoring data that was collected in the subject sewers during dry weather is evaluated to determine the available capacity during normal dry weather operation. The available dry weather capacity is then reduced by the capacity allocated to other diversion projects that impact the same section of sewer and that would not be otherwise represented by the flow monitoring (i.e., new projects and projects that discharge additional flow following storms). Where the capacity-constricted section is significantly downstream from the diversion location, travel time is estimated and the available capacity windows are shifted to account for the time the diverted flow would impact the capacity-constricted sewer. Where the maximum available capacity is requested for the diversion capacity study, the diurnal patterns are evaluated to determine the available capacity during low flow periods. The available capacity is then reviewed by the sewerage system managers to account for conditions that reduce available capacity and are not otherwise apparent in the available data. At the end of that evaluation process, available capacity with associated discharge windows will be provided.

Capacity during wet weather is governed by inflow and infiltration to the sewer during rainfall and is dependent on the degree of flooding in the sewer-shed and other factors outside of the Sanitation Districts' control. As such, all diversions that have the capacity to exacerbate a problem during wet weather are required to store flow beyond the first 0.1-inch of rainfall until the sewer system has recovered from the immediate impacts of a storm. At that time, stored stormwater can be diverted to the sewer. The time period that a diversion must wait before resuming operation is called the lag time and is typically 24 hours after rainfall has stopped. A site-specific lag time analysis will be performed to determine if a diversion can be operated sooner than 24 hours after rainfall.

While the City will fund the project, the City and the Los Angeles County Sanitation District will partner to perform this work under Stormwater Services Agreements, or other appropriate contracting methods. Senate Bill 485 states that the Los Angeles Sanitation District can assist with stormwater projects. The District has indicated that the budget for performing the described sewer capacity analyses such as these with significant sewer travel distance to the Joint Water Pollution Control Plant and with request for a maximum flow rate requiring day/night analysis is \$50,000 for each study. Since we will be performing two separate studies, the total cost for the two studies is \$100,000.

Preliminary Engineering Design & Permitting:

In addition, the project scope includes preliminary planning, engineering & design, and permitting tasks for \$95,000. The scope of work for these tasks will include, dependent on final project components; conducting location site investigations for the diversions, assessing nearby utilities and other potential siting conflicts, assessing land ownership, assessing various county and city infrastructure to identify land and partnership opportunities and challenges, performing geotechnical investigations, performing underground service alerts, conducting civil surveying to create a base map, performing conceptual project engineering design (base plan

set), researching required permits and agency partner agreements, creating an engineering cost estimate, conducting outreach to neighboring interested parties, and preparing a report summarizing all findings. The final report will be used to pursue Safe Clean Water funding for project design and buildout and will incorporate all necessary items required from the Safe Clean Water Scoring Committee.

The City will commit to seeking funding for the full design and construction phases, and adding the project into the City's water quality CIP list. Safe Clean Water Regional funding will be pursued, as well as other funding sources. This funding will be used to fund a minimum of one enhanced and/or new diversion to the sanitary sewer; however, may fund up to four new or enhanced diversion locations.

6. Compliance with the California Environmental Quality Act (CEQA):

This project includes sanitary sewer flow tracing and capacity studies, preliminary engineering design and permitting tasks, therefore this project is not subject to CEQA.

7. Compliance with SEP Criteria

A SEP must be environmentally beneficial and directly benefit or study groundwater, surface water, and/or drinking water quality or quantity, address beneficial uses of waters of the State, and must fall within one of designated categories. Many aspects of this SEP will directly benefit surface water quality and drinking water, address the beneficial uses of waters of the State, and meet several SEP approved categories. This project meets the "public health" category by providing water that can be treated and used for drinking water by the Sanitation District. This project is intended to facilitate the diversion of stormwater flows to the LACSD Joint Water Pollution Control Plant for treatment and for the future production of recycled water. The project seeks to improve the quality of local receiving waters by diverting untreated stormwater while at the same time building resilience of the region to climate change by developing new sources of recycled water for recharging and replenishing groundwater supplies. In addition, the SEP project meets the "Pollution Reduction" category by diverting polluted urban runoff that would otherwise be discharged into the receiving waters to the sanitary sewer system for treatment and re-use. If the City publicizes any part of this project, the City will state in a prominent manner that the project is part of a settlement with the Water Board.

8. Above and Beyond Discharger's Obligation

The City is not required under other federal, state, or local law or regulation to complete any of the work to be funded by this SEP, nor has the City already committed to undertake this project based on existing commitments of federal or state loans, contracts, grants, or other forms of financial assistance or non-financial assistance.

9. No Benefit to the Water Board Function, Members, Staff

This SEP Project provides no direct fiscal benefit to the Regional Board's functions, its members, its staff, or family of its members or staff.

10. Nexus to Nature of Location of Violations

The SEP Project has a nexus to the location of the violations in Redondo Beach, California. The SEP project is located in the City of Redondo Beach, the same city as where the violations occurred. In addition, the project benefits are associated with the local receiving waters.

11. Project Milestones, Schedule & Budget:

The following are the project milestones with completion/due dates noted based on the adoption of the Settlement Agreement between the City of Redondo Beach and the Los Angeles Regional Water Quality Control Board:

Due Date	Task Descriptions	Deliverables
3 months from adoption	<p>Milestone 1: A draft Agreement and/or MOU or Purchase Order between the City of Redondo Beach and the Sanitation District for 2 sewer-shed flow tracing and capacity studies.</p> <p><u>Deliverables:</u></p> <ol style="list-style-type: none"> 1. Draft Agreement and/or MOU or Purchase Order 	Quarterly Report #1
6 months from adoption	<p>Milestone 2: Fully executed Agreement and/or MOU or Purchase Order between the City of Redondo Beach and the Sanitation District for 2 sewer-shed flow tracing and capacity studies.</p> <p><u>Deliverables:</u></p> <ol style="list-style-type: none"> 2. Final executed Agreement and/or MOU or Purchase Order 	Quarterly Report #2
9 months from adoption	<p>Sanitation District to conduct sewer-shed studies. City of Redondo Beach to assist with data request and sewer As-built Plans.</p> <p><u>Deliverables:</u></p> <ol style="list-style-type: none"> 1. Quarterly report will include a summary of all work completed to date. 2. Quarterly report will include copies of all invoices paid to date. 	Quarterly Report #3
12 months from adoption	<p>Sanitation District to conduct sewer-shed studies. City of Redondo Beach to assist with data request and sewer As-built Plans.</p> <p><u>Deliverables:</u></p> <ol style="list-style-type: none"> 1. Quarterly report will include a summary of all work completed to date. 2. Quarterly report will include copies of all invoices paid to date. 	Quarterly Report #4
15 months from adoption	<p>Sanitation District to conduct sewer-shed studies. City of Redondo Beach to assist with data request and sewer As-built Plans.</p> <p><u>Deliverables:</u></p>	Quarterly Report #5

	<ol style="list-style-type: none"> 1. Quarterly report will include a summary of all work completed to date. 2. Quarterly report will include copies of all invoices paid to date. 	
18 months from adoption	<p>Milestone 3: Complete two sewer-shed flow trace and capacity studies; Sewer-shed #1 Study Final Report and Sewer-shed #2 Study Final Report</p> <p><u>Deliverables:</u></p> <ol style="list-style-type: none"> 1. Sewer-shed #1 Study Final Report 2. Sewer-shed #2 Study Final Report 	Quarterly Report #6
21 months from adoption	<p>Milestone 4: City to hire engineering consultant for project planning, design & permitting Agreement between City and Engineering Consultant</p> <p><u>Deliverables:</u></p> <ol style="list-style-type: none"> 1. Fully executed Agreement (and/or contracting/hiring document) with Engineering Consultant authorized by the City Council. 	Quarterly Report #7
24 months from adoption	<p>Hired Engineering Consultant to perform project scope of work as included in Agreement. City of Redondo Beach to assist as needed.</p> <p><u>Deliverables:</u></p> <ol style="list-style-type: none"> 1. Quarterly report will include a summary of all work completed to date. 2. Quarterly report will include copies of all invoices paid to date. 	Quarterly Report #8
27 months from adoption	<p>Milestone 5: Technical Memo – Redondo Beach Sewer Diversion Project Alternative Analysis, Preliminary Engineering Design & Permitting Status Report</p> <p><u>Deliverables:</u></p> <p>Technical Memo to include an update on the following components as required/needed for the Project:</p> <ol style="list-style-type: none"> a. Location investigations to site the diversion b. Assessing nearby utilities and other potential siting conflicts, c. Assessing land ownership, d. Assessing various infrastructure to identify land and partnership opportunities and challenges e. Conducting geotechnical investigations f. Conducting an underground service alert, g. Preparing a base map civil surveying plan, 	Quarterly Report #9

	<ul style="list-style-type: none"> h. Developing conceptual project engineering design (base plan set) i. Researching required permits and agency partner agreements j. Developing an engineering cost estimate k. Conducting outreach to neighboring interested parties 	
30 months from adoption	<p>Hired Engineering Consultant to perform project scope of work as included in Agreement. City of Redondo Beach to assist as needed.</p> <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> 1. Quarterly report will include a summary of all work completed to date. 2. Quarterly report will include copies of all invoices paid to date. 	Quarterly Report #10
33 months from adoption	<p>Milestone 6: Redondo Beach Sewer Diversion Project Alternative Analysis, Preliminary Engineering Design & Permitting Final Project Report</p> <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> 1. Preliminary Engineering Design & Permitting Final Project Report will include the following components as required/needed for Project: <ul style="list-style-type: none"> a) Location investigation to site the diversion(s) b) Nearby utilities and other potential siting conflicts, c) Land ownership, d) Infrastructure survey to identify land and partnership opportunities & challenges e) Conceptual project engineering design (base plan set) f) Geotechnical investigations g) Underground service alert h) Base map - civil surveying plan i) Researching required permits and agency partner agreements j) Engineering cost estimate k) Outreach to neighboring interested parties 	Quarterly Report #11
36 months from adoption	Completion Report:	Completion Report

Project Budget by Milestone:

Description:	Cost:
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Milestone 1	None (staff time is not being charged)
Milestone 2	None (staff time is not being charged)
Milestone 3	\$100,000
Milestone 4	None (staff time is not being charged)
Milestone 5	\$47,500
Milestone 6	\$47,500
TOTAL	\$195,000

9. Final Post-Project Accounting & Expenditures

City of Redondo Beach will track all costs and include financial data with quarterly reports. City of Redondo Beach will also provide the Regional Board with a final report, submitted under penalty of perjury that declares SEP completion, address how the performance measure were met, and provides final accounting of SEP expenditures, as required by the stipulated Order.

10. Project Performance Measures

The SEP must achieve all of the following performance measures to be deemed complete:

Milestone 1	Submit Draft Agreement and/or MOU or Purchase Order between the City of Redondo Beach and the Sanitation District
Milestone 2	Submit Final executed Agreement and/or MOU or Purchase Order between the City of Redondo Beach and the Sanitation District approved by the Redondo Beach City Council
Milestone 3	Submit two Reports, 1) Sewer-shed #1 Flow Tracing and Capacity Study Final Report, and 2) Sewer-shed #2 Flow Tracing and Capacity Study Final Report
Milestone 4	Submit fully executed Agreement (and/or contracting/hiring document) between the City of Redondo Beach and Engineering Consultant authorized by the City Council.
Milestone 5	Submit a Technical Memo – Redondo Beach Sewer Diversion Project Alternative Analysis, Preliminary Engineering Design & Permitting Status Report to include an update on the following components as required/needed for the Project: <ul style="list-style-type: none"> I. Location investigations to site the diversion m. Assessing nearby utilities and other potential siting conflicts, n. Assessing land ownership,

	<ul style="list-style-type: none"> o. Assessing various infrastructure to identify land and partnership opportunities and challenges p. Conducting geotechnical investigations q. Conducting an underground service alert, r. Preparing a base map civil surveying plan, s. Developing conceptual project engineering design (base plan set) t. Researching required permits and agency partner agreements u. Developing an engineering cost estimate v. Conducting outreach to neighboring interested parties
Milestone 6	<p>Submit Redondo Beach Sewer Diversion Project Alternative Analysis, Preliminary Engineering Design & Permitting Final Project Report to include the following components as required/needed for Project:</p> <ul style="list-style-type: none"> l) Location investigation to site the diversion(s) m) Nearby utilities and other potential siting conflicts, n) Land ownership, o) Infrastructure survey to identify land and partnership opportunities & challenges p) Conceptual project engineering design (base plan set) q) Geotechnical investigations r) Underground service alert s) Base map - civil surveying plan t) Researching required permits and agency partner agreements u) Engineering cost estimate v) Outreach to neighboring interested parties
Completion Report	Prepare and submit deliverable report by the deadline set forth in table above.

11. Reports to the Water Board

All reports will be submitted to the Regional Board and the State Water Board Office of Enforcement to the contacts outlined in the final Settlement Offer.