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8 UNITED STATES DISTRICT COURT FOR THE  
9 CENTRAL DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA and )  
11 PEOPLE OF THE STATE OF )  
CALIFORNIA *ex rel.* CALIFORNIA )  
12 REGIONAL WATER QUALITY CONTROL )  
BOARD, LOS ANGELES REGION, )  
13 )  
Plaintiffs, ) Civil Action No. 01-191-RSWL  
14 v. )  
CITY OF LOS ANGELES, )  
15 )  
16 Defendant. )

17 )  
SANTA MONICA BAYKEEPER, a )  
18 non-profit corporation; ) Civil No. 98-9039- RSWL  
TERRY TAMMINEN, an individual )

19 ) CONSOLIDATED  
Plaintiffs, )  
20 )  
v. ) MODIFICATION TO SETTLEMENT  
21 ) AGREEMENT AND FINAL ORDER  
THE CITY OF LOS ANGELES, )  
22 )  
23 Defendant. )

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1 The United States, the State of California ex rel.  
2 California Regional Water Quality Control Board, Los Angeles  
3 Region (the "Regional Board"), Baykeeper, Intervenors and the  
4 City of Los Angeles agree, and this Court hereby ORDERS the  
5 following amendments to the Settlement Agreement and Final Order  
6 entered by this Court on October 28, 2004:

7 I. Section V.G. shall be amended as follows:

8 A. Paragraph 32 shall be amended to read:

9 32. The City will continue to investigate, resolve and  
10 mitigate sewer odors to the maximum extent practicable. While to  
11 varying degrees, sewer odors are a concern throughout the City,  
12 the Parties recognize that this problem has been and continues to  
13 be particularly significant in the area of South Los Angeles.  
14 The Parties specifically intend to provide protection against  
15 adverse impacts of sewer odors for all residents of and visitors  
16 to South Los Angeles through actions targeted at the sources of  
17 sewer odor and the areas where sewer odors affect the public.  
18 For purposes of the subsection, "South Los Angeles" is defined as  
19 the area within the City of Los Angeles bordered by Alameda  
20 Street to the east, Culver City to the west, the Santa Monica  
21 Freeway to the north and the Century Freeway to the south. Small  
22 unincorporated pockets of Los Angeles County within these  
23 boundaries will not be considered part of South Los Angeles for  
24 purposes of this subsection except to the extent that sewer lines  
25 operated by the City affect these areas. The neighborhoods  
26 within South Los Angeles include, without limitation: Arlington  
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1 Park, Baldwin Hills, Crenshaw, Exposition Park, Jefferson Park,  
2 Leimert Park, Manchester Square, Vermont Square, Village Green,  
3 Watts, West Adams, and West Alameda.

4 B. Paragraph 41 shall be amended to read:

5 41. The City will continue to support the Odor Advisory  
6 Board for the length of this Settlement Agreement, unless sooner  
7 terminated by the mutual assent of the Parties. The City shall  
8 work closely with the Odor Advisory Board to expand participation  
9 as follows:

10 a. Within ten calendar days of the entry of this  
11 Modification, Intervenors shall provide the City with a list of  
12 names of persons that the City shall add to the Odor Advisory  
13 Board.

14 b. The City shall host meetings, on at least a  
15 quarterly basis, with the Odor Advisory Board. The meetings  
16 shall be facilitated by the Community Liaison provided for in  
17 Subparagraph 56(c). The City shall schedule and host the first  
18 meeting of the expanded Odor Advisory Board no later than thirty  
19 calendar days after the entry of this Modification. To the best  
20 of its ability, the City shall, through the Community Liaison,  
21 notify interested participants, including all members of the Odor  
22 Advisory Board, of upcoming meetings.

23 c. Beginning with the first meeting after the entry of  
24 this Modification, the City, in consultation with the expanded  
25 Odor Advisory Board, shall schedule meetings one year in advance.

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1 d. The City, working in consultation with the  
2 Community Liaison, shall solicit discussion on the following  
3 matters at each meeting of the Odor Advisory Board:

4 (i) The previous quarter's sewer odor complaints in  
5 South Los Angeles along with the disposition of each  
6 complaint and actions taken by the City. The City shall  
7 present a summary of all such complaints, then discuss each  
8 South Los Angeles odor complaint individually. Although the  
9 Parties recognize that all odor complaints should be  
10 reported through the City's Sewer Odor Hotline, the City  
11 shall also invite Odor Advisory Board members to raise any  
12 recent odor complaints that were not reported through the  
13 Sewer Odor Hotline. With regard to each complaint or cluster  
14 of complaints, the City shall discuss mitigation measures it  
15 has taken or plans to take to address the complaint(s),  
16 including whether and to what extent temporary odor  
17 scrubbers or permanent ATFs (See ¶ 46) will be used to  
18 address the complaint(s).

19 (ii) The status of ongoing sewer odor control activities  
20 including, but not limited to: construction of odor control  
21 facilities; replacement of trap maintenance holes;  
22 replacement of carbon in scrubbers; odor and pressure  
23 testing; chemical addition; and sewer cleaning.

24 (iii) Planned and upcoming sewer odor control activities in  
25 South Los Angeles.

1 (iv) Status of ongoing sewer construction activities in  
2 South Los Angeles.

3 (v) Upcoming sewer construction activities in South Los  
4 Angeles. The City shall work with the Odor Advisory Board  
5 on the need for and the extent of prior notification to any  
6 South Los Angeles community affected by sewer construction  
7 activities and on efforts to mitigate and control sewer  
8 odors that may occur from sewer construction activities to  
9 the maximum extent feasible.

10 (vi) Other sewer odor issues put forth by the Odor Advisory  
11 Board or members of the community.

12 (vii) Specific actions taken to address unresolved sewer  
13 odor issues raised in the Odor Advisory Board's previous  
14 meetings.

15 (viii) Activities conducted under the Odor Outreach Plan (§  
16 35), including the community feedback system.

17 (ix) Status reports on the ATF Evaluation Study provided for  
18 in § 46. This shall include a discussion of the most recent  
19 interim status report, progress towards completion of the  
20 Study, progress towards the selection of odor control  
21 options discussed in the study, and any identified  
22 implementation issues associated with the options under  
23 consideration.

24 (x) Feedback from the Independent Odor Control Expert  
25 provided for in § 56(b).

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1 e. The City shall provide the Plaintiffs with copies  
2 of all communications with the Odor Advisory Board, such as  
3 meeting minutes, by electronic mail.

4 f. The City shall coordinate with the Odor Advisory  
5 Board and the Independent Odor Control Expert in conducting the  
6 ATF Evaluation Study (§ 46). This coordination shall include  
7 providing reports generated by the City or the Independent Odor  
8 Control Expert, to the Odor Advisory Board, and considering  
9 recommendations from the Odor Advisory Board or the Independent  
10 Odor Control Expert regarding the scope or methodology of the ATF  
11 Evaluation Study.

12 g. The City shall work with the Community Liaison and  
13 the Odor Advisory Board in developing and implementing  
14 landscaping and other community enhancements at each location  
15 where an ATF is to be constructed, including a process and a  
16 timetable for the development and implementation of such  
17 community enhancements. In no event shall the timetable for the  
18 implementation of these enhancements extend past July 1, 2014.  
19 The total cost for these enhancements shall not exceed one  
20 percent of the total design and construction costs for the ATFs.

21 h. In the event it is determined that any of the seven  
22 ATFs identified in § 46 will not be constructed, the City, the  
23 Community Liaison and the Odor Advisory Board shall consider  
24 whether the locations reserved for such ATFs ("Former ATF Sites")  
25 can be converted into multi-benefit public green space and  
26 parkland. The City shall use its best efforts, working in  
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1 conjunction with the Community Liaison and the Odor Advisory  
2 Board, to facilitate the development of a public green space for  
3 these Former ATF Sites. No funding from the City's Sewer  
4 Construction & Maintenance Fund shall be used for such  
5 conversions. In undertaking this effort, the City, working in  
6 conjunction with the Community Liaison and the Odor Advisory  
7 Board, shall evaluate what funds are available from other  
8 sources, both within and outside the City of Los Angeles,  
9 including, but not limited to the Department of Recreation and  
10 Parks, to assist in the conversion and/or maintenance of the  
11 Former ATF Sites as public green space. In the event the City  
12 determines to sell one or more of the Former ATF Sites to a  
13 non-City entity, the City, working in conjunction with the  
14 Community Liaison and the Odor Advisory Board, shall use its best  
15 efforts to identify potential purchasers who would be interested  
16 in converting such sites to public green space and shall give  
17 such purchasers right of first refusal for the purchasing of the  
18 Former ATF Sites.

19 C. Paragraph 45 shall be amended to read:

20 45. The City will complete the preparation of its Odor  
21 Master Plan within 2 years from the entry into this Settlement  
22 Agreement. This will include the assessment of known odor  
23 hotspots, additional testing and monitoring, and recommended  
24 actions. The City will develop the Odor Master Plan in  
25 consultation with the Odor Advisory Board or its designees. The  
26 Odor Advisory Board will be updated quarterly on the progress of

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1 the Master Plan preparation. The City shall update the Odor  
 2 Master Plan by September 30, 2009 and annually thereafter by June  
 3 30th of every year until termination of the Settlement Agreement.  
 4 The Odor Master Plan shall be updated to include results of new  
 5 investigations, new odor hot spot areas, changes in odor control  
 6 activities, progress towards completion of odor control  
 7 activities, completed odor control projects and results. Each  
 8 updated Odor Master Plan shall be submitted to the Plaintiffs as  
 9 provided for by Section XVI and to all members of the Odor  
 10 Advisory Board.

11 D. Paragraph 46 shall be amended to read:

12 46. ATF Construction Schedules and ATF Evaluation Study

13 a. ATF Construction Schedules. The City shall install  
 14 and operate Air Treatment Facilities ("ATFs") for the following  
 15 locations by the corresponding dates:

<u>Project Title</u>	<u>Construction End Date</u>
ATF - Jefferson Siphon (Jefferson and La Cienaga)	September 30, 2010
ATF - NCOS Jefferson and Rodeo(6000 Jefferson)	May 6, 2011

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 20 The following ATFs ("Pending ATFs") are the subject of the ATF  
 21 Evaluation Study (described in Subparagraph (b), below);  
 22 therefore the decision whether to proceed with each of these ATFs  
 23 (and the final location and applicable construction schedule, if  
 24 any) shall be determined by the ATF Evaluation Study as approved  
 25 by Government Plaintiffs.

26 Project Title

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1 ATF - Mission and Jesse

2 ATF - 23rd and San Pedro

3 ATF - At NORS Connection in Culver City

4 ATF - Humboldt and San Fernando

5 ATF - Richmond and Mission

6 b. ATF Evaluation Study. As set forth in  
7 Subparagraphs 46(c) to 46(g) and 46(i) to 46(j), the City shall  
8 undertake an ATF Evaluation Study and implement the options  
9 chosen in the Study. The City shall conduct the ATF Evaluation  
10 Study in coordination with the Odor Advisory Board and the  
11 Independent Odor Control Expert, as required by ¶ 41(f).

12 c. The City shall submit to Plaintiffs interim status  
13 reports by September 30, 2009, December 30, 2009, and March 30,  
14 2010. The interim status reports shall include the current  
15 status of the ATF Evaluation Study, interim findings and  
16 completion schedule.

17 d. The ATF Evaluation Study shall:

18 (i) describe the problem the ATFs are intended to address.  
19 This shall include discussion of the root causes of odors  
20 associated with the location of major components of the sewer  
21 system (including interceptors and siphons) and how these issues  
22 arose as a result of the facility planning choices within the  
23 City.

24 (ii) include an air flow modeling study of interceptor  
25 sewers in South Los Angeles and nearby Culver City, including  
26 NOS, NORS, NCOS, ECIS, LCIS, and LCSFVRS interceptors. The air  
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1 flow modeling study shall focus on known odor hot spots, which  
2 shall be determined with input from the Odor Advisory Board, the  
3 Community Liaison, and the Independent Odor Control Expert.

4 (iii) study the anticipated effectiveness of the five  
5 Pending ATFs, including whether the ATFs are needed, and whether  
6 they should be constructed in other locations that would make  
7 them more effective.

8 (iv) study the anticipated effectiveness of the two ATFs  
9 that are under construction.

10 (v) study sewer configuration in addition to sewer drop  
11 structures as they relate to odor generation and control.

12 (vi) study the following existing siphons, including  
13 solutions for each siphon's impact on odor ventilation: NORS  
14 Siphon at 405 Freeway; ECIS Siphon on Jefferson near La Cienega;  
15 NCOS Siphon on Jefferson near Rodeo; NOS Siphon under Tujunga  
16 Wash, Studio City; and any additional siphons proposed by the  
17 Independent Odor Control Expert following consultation with the  
18 Odor Advisory Board.

19 (vii) study the effect of changes in sewage flow rates on  
20 odor generation in the areas of known odor hot spots in South Los  
21 Angeles, including, optimizing flows in ECIS to reduce sewer  
22 odors.

23 (viii) study the impact of the presence of non-methane  
24 hydrocarbons, mercaptans, and other organosulphur compounds on  
25 odor control and AQMD permit compliance.

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1 (ix) study the possibility of diverting sewer gas from NORS  
2 to NCOS, in light of the fact that NCOS has ample airspace with  
3 negative pressure while NORS has little air space with positive  
4 pressure. The study shall examine the feasibility of connecting  
5 these two sewers to equalize the pressure.

6 (x) outline alternatives to the ATFs that will need to be  
7 evaluated in the event that the ATFs (those under construction or  
8 recommended as a result of the ATF Evaluation Study) do not  
9 successfully address odor issues. This analysis shall discuss  
10 the benefits that might result from the implementation of such  
11 alternatives as well as barriers to their implementation. This  
12 analysis shall discuss alternatives ranging from supplemental  
13 activities to enhance the effectiveness of the ATFs (e.g.,  
14 enhanced chemical dosing) to alternatives independent of the  
15 ATFs, such as treating and discharging sewage upstream of South  
16 Los Angeles.

17 e. As part of completing the ATF Evaluation Study, the  
18 City shall, no later than May 1, 2010, conduct a public workshop  
19 on the results of the Study and shall invite the Plaintiffs, the  
20 Odor Advisory Board, the Community Liaison, and the Independent  
21 Odor Control Expert to attend.

22 f. The City shall submit no later than June 30, 2010,  
23 a Final Report along with the Final ATF Evaluation Study, all  
24 comments from the Odor Advisory Board and the Independent Odor  
25 Control Expert and the City's response to these comments, to the  
26 Government Plaintiffs for their review and approval.

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1 g. The Final Report shall describe the ATF Evaluation  
2 Study's findings, discuss all options considered for controlling  
3 odors, set forth the options to be implemented and discuss  
4 reasons why other options were rejected. The Report shall  
5 include:

- 6 • a description of actions proposed to be adopted,  
7 including any of the following: establishing new construction  
8 deadlines for the five Pending ATFs; proposing new locations for  
9 some or all of the five Pending ATFs; eliminating some or all of  
10 the five Pending ATFs; or proposing alternative odor control  
11 strategies;
- 12 • a discussion of potential strategies that need to be  
13 evaluated in the event that ATFs do not successfully address odor  
14 issues;
- 15 • a description of the criteria for selecting the  
16 preferred option(s) (short-term and long-term factors, cost,  
17 effectiveness, etc); and
- 18 • a schedule for implementing the selected option(s).  
19 The schedule shall provide for the most expeditious  
20 implementation of odor control measures consistent with sound  
21 engineering practices and coordination with the Odor Advisory  
22 Board. In no event shall the schedule establish construction  
23 deadlines later than March 1, 2014. For purposes of this Section  
24 V.G., a construction deadline is achieved for an odor control  
25 measure if the odor control measure is functioning consistent  
26 with its design specifications.

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1 h. Government Plaintiffs, following consultation with  
2 Citizen Plaintiffs, shall, in writing within 30 days of  
3 submission of the Final Report: approve the submission; approve  
4 the submission subject to specified conditions; approve the  
5 submission in part and disapprove the remainder; or disapprove  
6 the submission. If, during the 30 day review period, the  
7 Government Plaintiffs request in writing additional information  
8 they believe to be necessary to make a decision with regard to  
9 the Final Report, the review period will be extended by the time  
10 the request for information is pending. The Government  
11 Plaintiffs' decision with regard to the Final Report is subject  
12 to the provisions of Section XI (Dispute Resolution).

13 i. Any new ATFs selected for construction by the ATF  
14 Evaluation Study shall be subject to all the requirements of  
15 Section V.G.

16 j. If, during the implementation of the work required  
17 to implement the approved option(s), the City determines that it  
18 needs to modify its approved implementation schedule, the City  
19 may submit an amendment to its Final Report for review and  
20 approval pursuant to the provisions of Subparagraph 46(h). The  
21 Government Plaintiffs' decision with regard to an amendment to  
22 the Final Report is subject to the provisions of Section XI  
23 (Dispute Resolution). Any such amendment shall explain the  
24 reasons for the proposed amendment, provide a substitute  
25 implementation schedule, and propose any additional feasible  
26 interim odor control measures that are appropriate in light of

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1 the resulting delay. Should the City seek to extend any  
2 implementation schedule beyond July 1, 2014, the proposed  
3 amendment shall constitute a proposed modification to the  
4 Settlement Agreement and shall be subject to the requirements of  
5 Section XIX (Modification).

6 E. Paragraph 47 shall be amended by deleting the line  
7 "23rd and San Pedro" from the list entitled Interim Carbon  
8 scrubber - ECIS/NORS (4 Sites).

9 F. The Heading preceding Paragraph 55 shall be amended  
10 to read:

11 ECIS Odor Monitoring and Other Interim Measures

12 G. Paragraph 55 shall be amended to read:

13 55. The City shall implement the following interim measures  
14 to address sewer odor problems. The City shall report progress  
15 on these activities as part of the Odor Advisory Board meetings  
16 and as part of the Annual Progress Report, required by VI.G.

17 a. Within two months after ECIS becomes operational,  
18 the City shall conduct monitoring of hydrogen sulfide gas levels,  
19 air pressure, and other necessary parameters in ECIS as necessary  
20 to evaluate the effectiveness of the odor control efforts.

21 Within three months after the operation of ECIS, the City shall  
22 share the results of the monitoring with the Odor Advisory Board  
23 or its designees.

24 b. The City shall develop a scope of work to improve  
25 the conveyance of sewer gas at the undersized airline for the  
26 NORS siphon crossing at the 405 Freeway. The City shall complete

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1 and submit to the Government Plaintiffs for approval a scoping  
2 report no later than December 31, 2009. The scoping report shall  
3 evaluate the feasibility of constructing the improved sewer gas  
4 conveyance, recognizing that access and right-of-way to construct  
5 the necessary improvements will be extremely limited. The report  
6 shall assess the possibility that condemnation may be needed to  
7 acquire right-of-way. If feasible, the City shall develop an  
8 expedited schedule for design and construction of an improved  
9 sewer gas conveyance as part of a pre-design report which shall  
10 be submitted to the Government Plaintiffs for approval no later  
11 than July 1, 2010. The City shall comply with the construction  
12 schedule set forth in the approved pre-design report.

13 c. The City shall undertake the following measures to  
14 replace poorly performing trap maintenance holes:

15 • Identify and map all known poorly performing trap  
16 maintenance holes in South Los Angeles no later than 14 days  
17 after entry of this Modification and designate no less than 73 of  
18 these trap maintenance holes as high priority;

19 • Replace all high priority South Los Angeles trap  
20 maintenance holes no later than June 30, 2011;

21 • Replace all identified and known poorly performing trap  
22 maintenance holes in South Los Angeles no later than June 30,  
23 2012; and

24 • Replace no less than 300 poorly performing trap  
25 maintenance holes Citywide no later than June 30, 2013.

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1 d. The City shall monitor all carbon scrubbers used to  
2 control sewer odors on a weekly basis. This shall include  
3 monitoring influent and effluent hydrogen sulfide concentration.

4 e. The City shall develop and submit to Government  
5 Plaintiffs for approval no later than December 31, 2009 a  
6 maintenance and repair program to ensure proper treatment of air  
7 flow through all active carbon scrubbers used to control sewer  
8 odors. The program shall include prevention and repair of  
9 corrosion of the carbon scrubber and associated vent piping and  
10 fittings and a carbon replacement schedule. The maintenance and  
11 repair program shall ensure that air flow from the sewers does  
12 not exit the scrubber prior to treatment. The schedule for  
13 carbon replacement shall ensure that the scrubber operates within  
14 permit limits and that the carbon is replaced prior to any  
15 hydrogen sulfide breakthrough. The City shall comply with the  
16 program as approved. The City may make modifications to the  
17 carbon replacement schedule with notice to the Government  
18 Plaintiffs.

19 f. The City shall continue its chemical addition  
20 program as required by ¶ 43, to control hydrogen sulfide  
21 generation and may modify the program as necessary to address  
22 odor complaints.

23 g. The City shall work to identify specific odor hot  
24 spot areas that require additional interim odor control measures.  
25 The City shall identify these areas by reviewing complaints,  
26 conducting monitoring or obtaining input from the Odor Advisory  
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1 Board. The City will work with the Odor Advisory Board and the  
2 Independent Odor Control Expert to identify and implement  
3 specific odor control measures to any known hot spot area or new  
4 area identified.

5 H. Paragraph 56 shall be amended to read:

6 56. Initial and Subsequent Independent Review of Sewer Odor  
7 Control Program

8 a. Initial Independent Review: Within six months from  
9 entry into this Settlement Agreement, the City will prepare an  
10 implementation plan for implementing the recommendations made as  
11 part of the Independent Review of the Sewer Odor Control Program  
12 for the City of Los Angeles. The implementation plan will  
13 include an implementation schedule and reasons for deviating from  
14 the recommendations in the Independent Review, if any.

15 b. Independent Odor Control Expert: The City shall  
16 bear the cost of an Independent Odor Control Expert to provide  
17 independent review of the implementation of the odor control  
18 activities and studies. The City shall expedite the hiring of  
19 the Independent Odor Control Expert to the maximum extent  
20 feasible consistent with the provisions of this Paragraph and the  
21 City's procurement requirements. No later than 60 days after  
22 entry of this Modification, the City shall submit to the  
23 Community Liaison for review the City's request for services for  
24 the Independent Odor Control Expert. The City shall permit the  
25 Community Liaison to review applications for the Independent Odor  
26 Control Expert position, and shall permit the Community Liaison  
27 to sit on the Selection Panel for the Independent Odor Control

1 Expert. The City shall inform Plaintiffs of the Expert it  
2 proposes to hire and all Parties must consent to the hiring. The  
3 City shall hire the Independent Odor Control Expert no later than  
4 180 days after entry of this Modification unless the hiring has  
5 been unavoidably delayed by the City's procurement process. If  
6 the hiring has been delayed, within 180 days after entry of this  
7 Modification, the City shall provide notice to Plaintiffs of the  
8 reasons for the delay and the City's schedule for completing the  
9 hiring which shall be subject to the Government Plaintiffs'  
10 review and approval. The Independent Odor Control Expert shall  
11 report to the Citizen Plaintiffs. At a minimum, the Independent  
12 Odor Control Expert shall review and comment on: (1) the scope  
13 and design of the ATF Evaluation Study and NORS Siphon project;  
14 (2) the interim status reports; and (3) the Final Report findings  
15 and recommendations. No later than 30 days after entry of this  
16 Modification, the City shall develop an overall scope of work for  
17 the Independent Odor Control Expert and provide it to Plaintiffs  
18 for review and comment. The Independent Odor Control Expert  
19 shall have access to City staff and consultants involved in odor  
20 control activities and studies, including the ATF Evaluation  
21 Study. The Independent Odor Control Expert may personally  
22 observe or participate in any part of the ATF Evaluation Study or  
23 other odor control activities that he or she deems necessary to  
24 evaluate. The Independent Odor Control Expert shall serve until  
25 June 30, 2011. This period shall be extended if deadlines for  
26 any activity in this Section are extended. The City shall

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1 consider and, if appropriate, implement recommendations of the  
2 Independent Odor Control Expert in its odor control studies and  
3 implementation activities.

4 c. Community Liaison: The City shall bear the cost of  
5 a Community Liaison to serve the Citizen Plaintiffs and other  
6 members of the South Los Angeles community in communicating sewer  
7 odor conditions, comments, issues and suggestions to the City  
8 with a focus on sewer odor control activities and ATF Evaluation  
9 Study. The Community Liaison shall be named by the Plaintiffs in  
10 Intervention. The Community Liaison shall serve until June 30,  
11 2014. The Community Liaison shall work with the City in the Odor  
12 Advisory Board meetings and shall assist the Independent Odor  
13 Control Expert in providing information on the odor control  
14 activities to the Plaintiffs in Intervention.

15 d. Funding: The City shall not be required to spend  
16 more than \$95,000 a year for the Independent Odor Control Expert  
17 and Community Liaison together for FY 2009/10 and 2010/11. For  
18 FY 2011/12, 2012/13 and 2013/14, the cost shall be limited to the  
19 Community Liaison only, and the City shall not be required to  
20 spend more than \$50,000 a year, unless the term of the  
21 Independent Odor Control Expert is extended pursuant to  
22 subparagraph (b), in which case the City shall be required to  
23 spend no more than \$45,000 per year for the Independent Odor  
24 Control Expert. The City shall not be required to spend more  
25 than \$340,000 for the duration of the Settlement Agreement for  
26 the Independent Odor Control Expert and the Community Liaison  
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1 together, unless the term of the Independent Odor Control Expert  
2 is extended pursuant to subparagraph (b). All activities by the  
3 Independent Odor Control Expert and the Community Liaison shall  
4 be approved by the City through annual work plans with  
5 activities, schedule and budget. The annual work plans approved  
6 by the City shall authorize the Independent Odor Control Expert  
7 and the Community Liaison to perform all tasks designated for  
8 each of them pursuant to the Settlement Agreement. The City  
9 shall use its best efforts to require that the Independent Odor  
10 Control Expert and the Community Liaison submit the initial  
11 annual work plans to the City no later than 30 days after entry  
12 of this Modification or, for the Independent Odor Control Expert,  
13 30 days after the hiring of the Independent Odor Control Expert,  
14 whichever is later. In subsequent years, the work plans shall be  
15 submitted to the City by May 30<sup>th</sup> of each year. The annual work  
16 plan shall provide for the work during the period of the  
17 following July 1<sup>st</sup> through June 30<sup>th</sup>. The approved work plan  
18 shall be submitted to Plaintiffs for review but not approval.

19 II. Section XX, Paragraph 170, shall be amended by the  
20 addition of a new subparagraph f:

21 f. That the City has replaced all the trap maintenance  
22 holes required by the Interim Odor Control Measures, and  
23 completed construction and commenced operation of all facilities  
24 required by the ATF Evaluation Study and the NORS Siphon pre-  
25 design report.

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1 III. Section VIII, Paragraph 86, shall be amended by  
 2 replacing the "Hazard Creek and Wetlands Restoration Project" and  
 3 the "Inner Cabrillo Beach Pollution Control and Water Circulation  
 4 Enhancement Project" with the following: "Garvanza Park Water  
 5 Quality Enhancement BMP Project."

6 IV. Appendix C shall be amended by replacing the "Hazard  
 7 Creek and Wetlands Restoration Project" and the "Inner Cabrillo  
 8 Beach Pollution Control and Water Circulation Enhancement  
 9 Project" with the following:

Projects	Description & Scope	Suggested Commitment
12 Garvanza Park 13 Water Quality 14 Enhancement 15 BMP Project 16 (CD 14)	12 The Garvanza Park BMP Project involves 13 diverting runoff from a storm drain that 14 passes directly underneath Garvanza Park 15 and treating and infiltrating the runoff 16 through a series of BMPs. The BMPs 17 involve the installation of a 18 pretreatment device for sediment and 19 trash, followed by a large infiltration 20 gallery that will infiltrate at least ¼" 21 of rainfall from the 80-acre drainage 22 area that is upstream of the park. Upon 23 completing construction, the park area 24 above the devices will be returned to 25 existing conditions or better. Garvanza 26 Park is located northeast of downtown Los Angeles at the southwest corner of the Meridian St and Avenue 63 intersection in a community known as Highland Park. This area is a low-income, minority community. The Garvanza Park Best Management Practices (BMP) Project (Project) was identified and developed as part of the Arroyo Seco Watershed Management Plan. The goal of this Project is to enhance the water quality of the Los Angeles River and improve the quality of urban runoff which carries pollutants such as trash, bacteria, metals, oil and grease.	\$1,750,000

1 V. All other provisions of the Settlement Agreement shall  
2 remain in effect.

3 VI. None of the Plaintiffs shall be eligible for, nor shall  
4 the City be liable for, attorneys fees or any other penalties or  
5 liquidated damages as a result of this Modification.

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

13 VIII. This Modification may be signed in counterparts, and  
14 its validity shall not be challenged on that basis.

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

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

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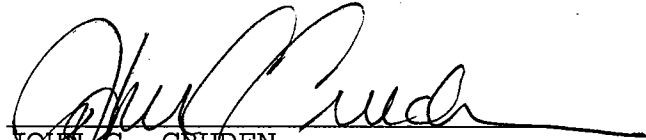
Dated and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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RONALD S.W. LEW  
UNITED STATES DISTRICT JUDGE  
Central District of California

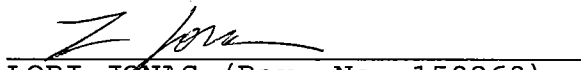
1 WE HEREBY CONSENT to the entry of this Modification to Settlement  
2 Agreement, subject to the public notice and comment provisions of  
3 28 C.F.R. § 50.7:

4 For Plaintiff the United States of America:

5 Dated: 8/17/09

  
6 JOHN C. CRUDEN  
7 Acting Assistant Attorney General  
8 Environment & Natural Resources  
9 Division  
U.S. Department of Justice

10 Dated: 8/18/09

  
11 LORI JONAS (Bar. No. 158268)  
12 U.S. Department of Justice  
13 P.O. Box 7611  
14 Ben Franklin Station  
15 Washington, D.C. 20044-7611


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28 Attorneys for Plaintiff  
United States of America

1 WE HEREBY CONSENT to the entry of this Modification to Settlement  
2 Agreement, subject to the public notice and comment provisions of  
3 28 C.F.R. § 50.7:

4 For Plaintiff the United States of America (con't):

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Dated: 8/20/09

  
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MARK POLLINS, Director  
Water Enforcement Division  
Office of Enforcement and  
Compliance Assurance  
U.S. Environmental Protection  
Agency

1 WE HEREBY CONSENT to the entry of this Settlement Agreement,  
2 subject to the public notice and comment provisions of 28 C.F.R.  
3 § 50.7:

4 For Plaintiff the United States of America (con't):

5 Dated: 7/17/09 *[Signature]*

*Att'ny*

6 Regional Administrator  
7 U.S. Environmental Protection  
8 Agency Region 9

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16 Of Counsel:  
17 HUGH BARROLL  
18 Assistant Regional Counsel  
19 U.S. Environmental Protection Agency  
20 Region 9  
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1 WE HEREBY CONSENT to the entry of this Settlement Agreement  
2 subject to the provisions of paragraph IX:

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

EDMUND G. BROWN, JR.  
Attorney General of the State of  
California

7 Dated: July 27, 2009

*Marilyn H. Levin*

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

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

14 Dated: July 27, 2009

*Samuel Unger*

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

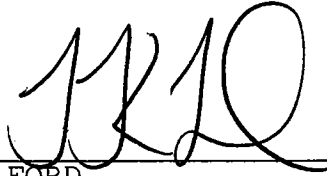
1 WE HEREBY CONSENT to the entry of this Settlement Agreement:

2 For Plaintiff Santa Monica Baykeeper:

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Dated:

*July 8, 2009*



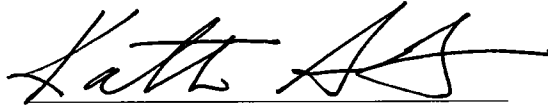
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TOM FORD  
Baykeeper  
Santa Monica Baykeeper  
120 Broadway  
Suite 105  
Santa Monica, CA 90401

1 WE HEREBY CONSENT to the entry of this Settlement Agreement:

2 For Plaintiffs in Intervention Baldwin Hills Estates Homeowners'  
3 Association, Inc., Baldwin Hills Village Garden Homes  
4 Association, United Homeowners Association, Village Green Owners  
5 Association, and Concerned Citizens of South Central Los Angeles  
6 (collectively the "Intervenors"):

7 Dated: July 22, 2009



KATHLEEN SALVATY  
English, Munger & Rice  
1541 Wilshire Blvd., Suite. 508  
Los Angeles, CA 90017

11 Dated: \_\_\_\_\_

ROBERT GARCÍA  
President and Counsel  
The City Project  
1055 Wilshire Blvd.  
Suite 1660  
Los Angeles, CA 90017

Attorneys for Intervenors

1 WE HEREBY CONSENT to the entry of this Settlement Agreement:

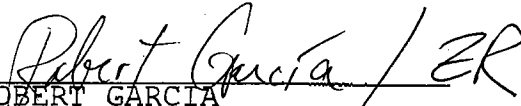
2 For Plaintiffs in Intervention Baldwin Hills Estates Homeowners'  
3 Association, Inc., Baldwin Hills Village Garden Homes  
4 Association, United Homeowners Association, Village Green Owners  
5 Association, and Concerned Citizens of South Central Los Angeles  
6 (collectively the "Intervenors"):

7 Dated: July 22, 2009



KATHLEEN SALVATY  
English, Munger & Rice  
1541 Wilshire Blvd., Suite. 508  
Los Angeles, CA 90017

11 Dated: July 22, 2009



ROBERT GARCIA  
President and Counsel  
The City Project  
1055 Wilshire Blvd.  
Suite 1660  
Los Angeles, CA 90017

Attorneys for Intervenors

1 WE HEREBY CONSENT to the entry of this Settlement Agreement:

2 For Defendant City of Los Angeles:

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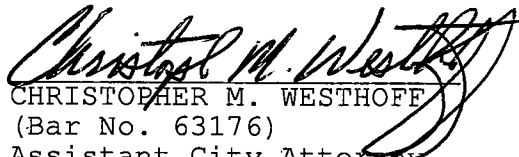
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CARMEN A. TRUTANICH  
City Attorney (Bar No. 86629)

6

7 Dated: 8/17/09

  
CHRISTOPHER M. WESTHOFF  
(Bar No. 63176)  
Assistant City Attorney  
Los Angeles City Attorney's Office  
800 City Hall East  
200 N. Spring Street  
Los Angeles, CA 90012

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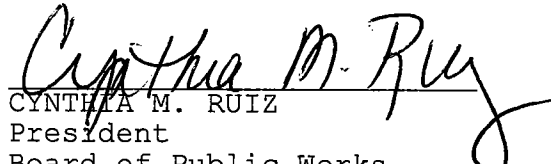
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Attorneys for Defendant, City of  
Los Angeles

13

14 Dated: 8-17-09

  
CYNTHIA M. RUIZ  
President  
Board of Public Works  
City of Los Angeles  
200 N. Main Street  
Los Angeles, CA 90012

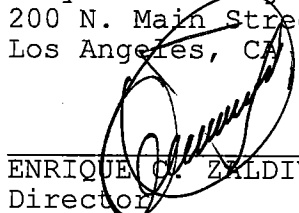
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Dated: 8/14/09

  
ENRIQUE C. ZALDIVAR  
Director  
Bureau of Sanitation  
City of Los Angeles  
1149 S. Broadway, 9<sup>th</sup> Floor  
Los Angeles, CA 90015

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