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15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 NATURAL RESOURCES DEFENSE COUNCIL,
SANTA MONICA BAYKEEPER,
18 Plaintiffs,

19 vs.

20 CALIFORNIA DEPARTMENT OF
TRANSPORTATION; JAMES W. VAN LOBEN
SELS,
21 Defendants.

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Case No. 93-6073-ER (JRX)

**STIPULATION RE TERMINATION OF
CASE**

1 WHEREAS, on April 13, 2004, the Court in this matter entered the Stipulation and Order Re
2 the Dispute and Retrofit Program and Design Guidelines;

3 WHEREAS, on January 17, 2008, the Court in this matter entered the Stipulation and Order Re
4 the Corridor Stormwater Program;

5 WHEREAS, on March 24, 2021, the Parties entered into a Stipulation where Defendants
6 agreed, among other things, to plan, design, and maintain all Best Management Practices (“BMPs”)
7 programmed in accordance with the 2015 Annual Report for Corridor Stormwater Management
8 Studies completed pursuant to the January 17, 2008, Stipulation and Order;

9 WHEREAS, the Parties have met and conferred regarding Defendants’ progress toward
10 implementing these BMPs and other requirements agreed to by the Parties in the March 24, 2021,
11 Stipulation;

12 WHEREAS, the Parties agree that this litigation can and should be concluded in full, and this
13 Stipulation is intended to resolve all issues addressed by any and all prior Stipulations entered into by
14 the Parties;

15 WHEREAS, the Parties agree that Defendants shall provide funding to the following projects
16 as a means to satisfy Defendant’s remaining compliance obligations under the March 24, 2021
17 Stipulation:

- 18 a. The Edward Vincent Jr. Park Stormwater Improvements project, a 55-acre park located in
19 the city of Inglewood, focused on the treatment of its 895-acre drainage area by reducing
20 loads of metals, bacteria, trash, and total suspended solids; and
21 b. The Torrance Airport Stormwater Basin project, a stormwater basin located at the Torrance
22 Airport in Zamperini Field in the city of Torrance, focused on the capture of up to 55-acre
23 feet of stormwater and urban runoff per year from a 3,242-acre drainage area;

24
25 WHEREFORE, the Parties hereby jointly stipulate and agree as follows:

- 26 1. On or before April 30, 2024, Defendants shall program a minimum of \$10 million in capital
27 funding to support the Edward Vincent Jr. Park Stormwater Improvements project, and the
28 construction, operation, and maintenance thereof;

- 1 2. On or before November 31, 2023, Defendants shall program a minimum of \$2 million in
2 capital funding to support the Torrance Airport Stormwater Basin project, and the construction,
3 operation, and maintenance thereof;
- 4 3. Defendants shall execute cooperative agreements with the City of Inglewood in support of the
5 Edward Vincent Jr. Park Stormwater Improvement project and with the City of Torrance in
6 support of the Torrance Airport Stormwater Basin project to reimburse said funds.
- 7 4. The projects described in paragraphs 1-2 above shall provide programming documents by the
8 City of Inglewood and the City of Torrance to the Defendants to authorize access to
9 cooperative agreement funding by which Caltrans will provide reimbursement through invoice
10 submittals to the Caltrans District 7 and Headquarter stormwater support teams;
- 11 5. The Parties agree to inform all municipal cities receiving the funding dollars described in
12 paragraphs 1-2 above, that the funding provided is the result of a settlement of this litigation;
- 13 6. The Parties agree that once all actions described in paragraphs 1-2 above have been completed,
14 this case will be terminated, however Plaintiffs retain the right to enforce the terms of this
15 Stipulation by reopening this proceeding;
- 16 7. By execution of this Stipulation, the Parties hereby agree that this Stipulation supersedes all
17 previous stipulations and orders in this matter entered into between the Parties, including the
18 terms and conditions included therein, and the terms and conditions of this Stipulation shall
19 thereafter control.

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21 IT IS SO AGREED:

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23 [Signature Page to Follow]
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1 DATED: August 29, 2023

Los Angeles Waterkeeper

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5 Bruce Reznik
6 Executive Director

7 DATED: August 29, 2023

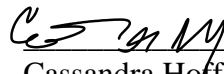
Natural Resources Defense Council

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10 _____
11 Steve Fleischli
12 Senior Director, Water Initiatives

13 DATED: August 29, 2023

California Department of Transportation

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17 _____
18 Cassandra Hoff
19 Attorney