



# CITY OF LONG BEACH

# R-28

## DEPARTMENT OF PUBLIC WORKS

333 WEST OCEAN BOULEVARD • LONG BEACH, CA 90802 • (562) 570-6383 • FAX (562) 570-6012

November 11, 2008

HONORABLE MAYOR AND CITY COUNCIL  
City of Long Beach  
California

### RECOMMENDATION:

Authorize the City Manager to execute an agreement and amendments thereto with the Gateway Cities Council of Governments (GCCOG) regarding the administration and cost sharing of a coordinated monitoring plan for the Los Angeles River's Metals Total Maximum Daily Load (TMDL), with a contribution amount of \$31,166, plus a 20 percent contingency, if needed and if available, over four years. (Citywide)

### DISCUSSION

Several segments of the Los Angeles River (LAR) and its tributaries were identified on the 1998 and 2002 Clean Water Act (CWA) 303(d) list of impaired water bodies due to various metals. A TMDL establishes a maximum limit for a specific pollutant that can be discharged into a water body without exceeding water quality standards and impairing beneficial uses. As a result of a 1999 consent decree between three environmental organizations (Heal the Bay, Natural Resources Defense Council (NRDC), and Santa Monica Baykeeper) and the U.S. Environmental Protection Agency (EPA), the Los Angeles Regional Water Quality Control Board (LARWQCB) was required to abide by a 13-year schedule to develop over 90 TMDLs. The consent decree required that the LAR Metals TMDL be completed by March 22, 2004, however, that deadline was extended to December 2005. The EPA approved the LAR Metals TMDL as an amendment to the regional Water Quality Control Plan for the Los Angeles Region (Basin Plan) on December 22, 2005 and the TMDL became effective January 11, 2006. This amendment also requires that watershed cities and agencies (Jurisdictional Group) prepare, fund, and implement a Coordinated Monitoring Program (CMP).

### Coordinated Monitoring Plan

The CMP was developed by an 11-member Technical Committee (TC) that included representatives from the Jurisdictional Group. All cities and agencies have responded in the affirmative to participate in this CMP. The following agencies are currently members of the TC: Cities of Los Angeles, Hidden Hills, Burbank, Glendale, Pasadena, Irwindale, Downey, Signal Hill, Long Beach, County of Los Angeles, and Caltrans. A

**DIRECTOR'S OFFICE  
BUDGET & PERSONNEL**  
333 W. Ocean Blvd., 9<sup>th</sup> Floor  
Long Beach, CA 90802  
Ph. (562) 570-6383  
Fax (562) 570-6012

**ENGINEERING**  
333 W. Ocean Blvd., 9<sup>th</sup> Floor  
Long Beach, CA 90802  
Ph. (562) 570-6634  
Fax (562) 570-6012

**ENVIRONMENTAL  
SERVICES**  
2929 E. Willow Street  
Long Beach, CA 90806  
Ph. (562) 570-2850  
Fax (562) 570-2861

**FLEET SERVICES**  
2600 Temple Avenue  
Long Beach, CA 90806  
Ph. (562) 570-5400  
Fax (562) 570-5414

**PUBLIC SERVICE**  
1601 San Francisco Avenue  
Long Beach, CA 90813  
Ph. (562) 570-2782  
Fax (562) 570-2729

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similar Steering Committee, comprised of City Managers, was also convened to oversee the special studies and funding details.

The CMP's goals are to monitor water quality at key locations along the LAR, in addition to future targeted monitoring if necessary. The estimated first year CMP costs (Exhibit A of the attachment) for the Jurisdictional Group are approximately \$590,000, which includes the purchase and installation of auto-sampling devices, approximately \$205,000 in monetary costs and \$10,000 in administrative costs. The costs for the remaining three years total approximately \$598,232, for a total four-year cost of \$1,188,232. Long Beach's percentage share of the total watershed area is 2.6 percent; therefore, its share of the total cost is \$31,165.43. There are a total of 16 monitoring locations, 13 in the main channel and 3 in tributaries. The sampling frequency, as required in the Metals TMDL, is monthly. The pollutants of concern to be monitored include cadmium, copper, lead, selenium, and zinc. The City of Los Angeles will be responsible for the monitoring services and The County of Los Angeles will be responsible for the installation of the automated sampling equipment.

This matter was reviewed by Deputy City Attorney Amy R. Burton on October 23, 2008 and Budget Management Officer Victoria Bell on October 24, 2008.

SUSTAINABILITY

Several segments of the Los Angeles River are identified on the CWA 303 (d) list as impaired water bodies due to various metals. A TMDL for metals has been established setting a maximum limit for a specific metal that can be discharged into a water body without exceeding water quality standards and impairing beneficial uses. Participation in this CMP will help to isolate and abate these pollutants, which will lead to improved water quality.

TIMING CONSIDERATIONS

City Council action on this item is requested on November 11, 2008, to ensure that the funding agreement is fully executed in a timely manner.

FISCAL IMPACT

The estimated budget for this agreement is shown in Exhibit A of the attachment. The City of Long Beach allocation is \$2,622.84 per \$100,000 of costs, resulting in an

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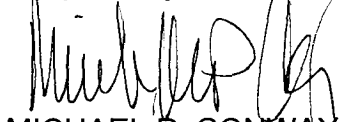
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estimated cost of \$31,165.43 over four years. A 20 percent contingency totaling \$6,233 is requested if needed and if available. Sufficient funds are budgeted in the General Fund (GP100) in the Department of Public Works (PW).

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



MICHAEL P. CONWAY  
DIRECTOR OF PUBLIC WORKS

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MPC:TL:db

Attachment

APPROVED:

  
PATRICK H. WEST  
CITY MANAGER

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE GATEWAY CITIES COUNCIL OF GOVERNMENTS  
AND  
THE CITY OF LONG BEACH

REGARDING THE ADMINISTRATION AND COST SHARING OF THE  
COORDINATED MONITORING PLAN FOR THE LOS ANGELES RIVER AND  
TRIBUTARIES METALS TMDL

This Memorandum of Agreement ("Agreement") is made and entered into as of the date of the last signature set forth below by and between the Gateway Cities Council of Governments, a California joint powers authority ("GCCOG"), and the City of Long Beach, a California municipal corporation ("City"); (hereinafter "Party" or "Parties") with respect to the following:

RECITALS

WHEREAS, the mission of the GCCOG includes environmental planning and providing technically sound science and analyses to its member cities and agencies; and

WHEREAS, fifteen of the GCCOG's member cities are located within the Los Angeles River watershed and the GCCOG has established effective working relationships with the adjacent Councils of Governments; and

WHEREAS, the GCCOG has previously entered into interagency agreements, successfully partnering with various cities, SCAG, CALTRANS and the County of Los Angeles to undertake projects and studies of regional significance; and

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region ("Regional Board") adopted the Los Angeles River and Tributaries Metals Total Maximum Daily Load ("TMDL" or "Los Angeles River Metals TMDL") in September of 2005, with the intent of improving water quality in the Los Angeles River and its tributaries; and

WHEREAS, the Parties recognize that the TMDL is not self-enforcing and has not been incorporated into the 2001 National Pollutant Discharge Elimination System Permit for Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Dischargers within the County of Los Angeles, and the unincorporated cities therein except the City of Long Beach, Avalon, Palmdale and Lancaster dated December 13, 2001 for the LA River Metals TMDL to be legally enforceable; and

WHEREAS, this TMDL regulates the discharge of runoff from, forty cities, the County of Los Angeles, and CALTRANS, herein referred to as collectively the "Regulated Entities" or singularly a "Regulated Entity", requiring a high degree of organization and cooperation from the local watershed agencies; and

WHEREAS, this TMDL requires the preparation and implementation of a Coordinated Monitoring Plan (“CMP”) by the Regulated Entities that is designed to monitor water quality at key locations along the Los Angeles River and its tributaries, in addition to proving compliance with the TMDL waste load allocations; and

WHEREAS, a Los Angeles River Metals TMDL Technical Committee, consisting of representatives from the Regulated Entities, has been established with the purpose of preparing and submitting the CMP to the Regional Board; and

WHEREAS, a Los Angeles River Metals TMDL Steering Committee, consisting of representatives from the Regulated Entities, has been established for the purpose of providing general oversight of the implementation of the Los Angeles River Metals TMDL which includes the CMP and technical Special Studies; and

WHEREAS, a Los Angeles River Watershed Management Committee, required by the Municipal Storm Water NPDES Permit, meets on a regular basis and is attended by all the Regulated Entities in the watershed; and

WHEREAS, the draft and final CMP titled “Los Angeles River Metals TMDL Coordinated Monitoring Plan,” was prepared by the Technical Committee, reviewed by the Los Angeles River Watershed Management Committee and Steering Committee, and submitted to the Regional Board on April 11, 2007 and March 26, 2008, respectively; and

WHEREAS, the Regulated Entities agree to implement the monitoring program within six months of the approval date of the CMP by the Regional Board and upon the adoption and initial funding of this Agreement by the Regulated Entities; and

WHEREAS, the CMP requires administrative services that the Regulated Entities desire the GCCOG to coordinate, including contracting for the purchase and installation of automated water sampling devices, collection of dry and wet weather water quality samples, laboratory analysis and reporting services, and other CMP related activities; and

WHEREAS, the GCCOG has agreed to provide administrative services to the Regulated Entities to facilitate the successful implementation of the CMP; and

WHEREAS, the Regulated Entities have agreed to share in fully funding the costs of the CMP, including those costs incurred by the GCCOG in administering this Agreement, based on the cost allocation formula contained in Exhibit A and the estimated monitoring plan costs shown in Exhibit B of this Agreement; and

WHEREAS, the City of Los Angeles has the expertise and equipment to perform sampling services, laboratory analysis, and reporting services (“Monitoring Services”) consistent with the CMP; and

WHEREAS, the GCCOG and the Regulated Entities agree to employ the City of Los Angeles to perform the Monitoring Services on their behalf at locations identified in

the CMP, and the Regulated Entities are willing to pay the City of Los Angeles for its Monitoring Services through the GCCOG, and City of Los Angeles is willing to perform the Monitoring Services and be reimbursed for such services as indicated in Exhibit B; and

WHEREAS, the County of Los Angeles has the expertise and equipment to perform the installation, or the ability to contract the installation to an outside entity, of the automated water sampling devices consistent with the CMP; and

WHEREAS, the GCCOG and the Regulated Entities agree to employ the County of Los Angeles to perform the installation of the automated water sampling devices on their behalf at locations identified in the CMP, and the Regulated Entities are willing to pay the County of Los Angeles for its installation services through the GCCOG, and County of Los Angeles is willing to provide, perform and be reimbursed for such installation services as indicated in Exhibit B; and

WHEREAS, GCCOG will execute similar cost-sharing agreements with all other Regulated Entities before this agreement becomes enforceable, unless stated otherwise elsewhere in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is to cooperatively fund the implementation of the CMP

Section 3. Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this Agreement.

Section 4. Voluntary Nature. This Agreement is voluntarily entered into for the implementation of the CMP.

Section 5. Term. The term of this Agreement shall remain and continue in effect until completion of the ambient monitoring period of the CMP or June 30, 2012, whichever occurs first.

Section 6. Coordinated Monitoring Plan. The Los Angeles River Metals TMDL CMP consists of the regulatory background, ambient and effectiveness monitoring, monitoring sites, sampling parameters, analytical methods, schedule, reporting, and other regulatory requirements. Digital versions of the Regional Board approved CMP have been provided to all of the Regulated Entities. The final CMP was approved by the Regional Board on April 11, 2008, and is incorporated into this Agreement by this reference.

Section 7. Assessment for Proportional Costs of the CMP. The City of Long Beach agrees to provide funds to the GCCOG in the amount shown in Exhibit C, based on the cost allocation formula set forth in Exhibit A and the estimated annual monitoring costs in Exhibit B, attached hereto and made a part of this Agreement by this reference. The GCCOG will annually invoice the City upon the execution of this Agreement, based on allocated CMP costs, which includes all administrative costs incurred by the GCCOG in the performance of its duties under this Agreement. The GCCOG administrative costs include compensation for staff time, audit expenses, and costs incurred in administrating agreements. Any overpayment or underpayment of the CMP costs shall be credited or billed to the City in the next year's invoice or if it occurs in the last year of the Agreement it shall be reimbursed at its termination.

Section 8. Role of the GCCOG. The GCCOG shall enter into agreements with each of the Regulated Entities to effectuate the CMP, invoice and collect from the Regulated Entities the estimated amounts identified in Exhibit C, which are based on the cost allocation formula in Exhibit A and estimated annual monitoring costs in Exhibit B, and reimburse the City of Los Angeles and the County of Los Angeles for their respective services as described in this Agreement.

Section 9. Role of the City of Los Angeles.

- a) Monitoring – The City of Los Angeles will perform the Monitoring Services at locations indicated in the CMP on behalf of the Regulated Entities. Performance of the Monitoring Services by the City of Los Angeles is expressly conditioned upon all Regulated Entities listed in Exhibit A executing a similar agreement with the GCCOG for cost sharing of the CMP.
- b) Early Start of Monitoring – The TMDL requires monitoring to begin within six months of the Regional Board approval of the Final CMP; therefore, all Regulated Entities agree that the City of Los Angeles will start the Monitoring Services, if necessary, even before this agreement has been signed by all the Regulated Entities to ensure compliance with the TMDL. The Regulated Entities thereby authorize that all costs incurred by the City of Los Angeles for any early monitoring required by the CMP be included in the initial GCCOG invoice to the Regulated Entities.
- c) Reporting – The City of Los Angeles will submit final summary monitoring reports to the Regional Board annually as described in the CMP and distribute copies of the annual reports to the Regulated Entities prior to submittal to the Regional Board for review and approval. Regulated entities will have the right to request monitoring reports at any time.

Section 10. Role of the County of Los Angeles. The County of Los Angeles will perform the installation of the automated water sampling devices at the locations identified in the CMP. Installation of the automated water sampling devices by the County of Los Angeles is expressly conditioned upon all Regulated Entities listed in

Exhibit A executing a similar agreement with the GCCOG for cost sharing of the CMP. The TMDL requires monitoring to begin within six months of the Regional Board approval of the Final CMP; therefore, all Regulated Entities agree that the County of Los Angeles will start the installation of the auto samplers, if necessary, even before this agreement has been signed by all the Regulated Entities to ensure compliance with the TMDL. The Regulated Entities thereby authorize that all capital costs incurred by the County of Los Angeles for any early installations be included in the initial GCCOG invoice to the Regulated Entities.

Section 11. Invoice and Payment.

- a) Annual Monitoring Payment – The GCCOG shall reimburse the City of Los Angeles for the Monitoring Services in accordance with Exhibits B and C within ninety (90) days of receipt of the invoice from City of Los Angeles, minus the cost share of the City of Los Angeles' portion of the GCCOG annual administration services cost. The GCCOG shall not be obligated to remit to the City of Los Angeles more than the amount it has actually collected from Regulated Entities pursuant to this Agreement less its estimated administrative costs. In the event that funds received by the GCCOG are not sufficient to cover the full GCCOG administrative costs and City of Los Angeles invoice within 90 days of invoice, but are subsequently received, those subsequent amounts shall be paid to the City of Los Angeles within 30 days of receipt by the GCCOG. The annual payment shall be increased by the State of California Consumer Price Index (CPI) annually<sup>1</sup>. The total annual monitoring costs shown in Exhibit B are estimates that have been agreed upon amongst the City of Los Angeles and the Regulated Entities. The cost estimates of Monitoring Services presented in Exhibit B and C and costs of any monitoring activities, are subject to changes in the CMP pursuant to a Regional Board requirement or unforeseen challenges in the field. The GCCOG shall be notified by the City of Los Angeles of any decreases or increases in sampling frequency; the actual cost of any decreases or increases in sampling frequency will be reconciled with the next annual payment.
- b) Auto Sampler Payment – The GCCOG shall reimburse the County of Los Angeles for the auto sampler infrastructure and installation capital costs as shown in Exhibit B and C within ninety (90) days of receipt of any invoices from County of Los Angeles. The GCCOG shall not be obligated to remit to the County of Los Angeles more than the amount it has actually collected from Regulated Entities pursuant to this agreement less its estimated administrative costs. In the event that funds received by the GCCOG are not sufficient to cover the full GCCOG administrative costs and County of Los Angeles invoice within 90 days of invoice, but are subsequently received,

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<sup>1</sup> The State of California CPI is referenced at <http://www.dir.ca.gov/DLSR> for Los Angeles-Riverside-Orange County Region for the month of June.



those subsequent amounts shall be paid to the County of Los Angeles within 30 days of receipt by the GCCOG.

- c) Invoice – The GCCOG shall invoice the Regulated Entities annually in January except for the first invoice, which will take place immediately following the execution of this Agreement. The first invoice will consist of the allocated CMP costs for the first and second fiscal years, which include the costs of the auto sampler infrastructure and installation capital costs, and from thereon invoicing will be done in January of each year and will be based on the estimated costs of the following fiscal year as indicated in Exhibits B and C. The Regulated Entities shall pay the GCCOG invoices within sixty (60) days of receipt of the invoices. The City of Los Angeles will invoice the GCCOG immediately upon execution of this Agreement and from thereon on annual basis starting July 2009 and the GCCOG shall pay the City of Los Angeles invoices within ninety (90) days of receipt. Since the City of Los Angeles is providing the Monitoring Services, the City of Los Angeles will not be invoiced by the GCCOG for any monitoring related costs for the City's costs share; similarly, the County will not be invoiced for any auto sampler costs. Therefore, the City of Los Angeles and County of Los Angeles invoices will be adjusted to exclude the City and County's cost shares, respectively.
  
- d) Late Payment Penalty – Any payment that is late shall be subject to interest on the original amount due from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent for any payment that is made from 1 to 30 days after the due date. The Prime Rate in effect when the payment first became due plus five (5) percent shall apply for any payment that is made from 31 to 60 days after the due date. The Prime Rate in effect when the payment first became due plus ten (10) percent shall apply for any payment that is made more than 60 days after the due date. The rates shall, nevertheless, not exceed the maximum allowed by law.
  
- e) Delinquent Payments – A Regulated Entity's payment is considered to be delinquent 180 days after being invoiced by the GCCOG. The following procedure may be implemented to attain payments from the delinquent Regulated Entity or Entities per instructions from the Steering Committee: 1) verbally contact/meet with the manager from the delinquent Regulated Entity or Entities, 2) submit a formal letter to the delinquent Regulated Entity or Entities from the GCCOG attorney, and 3) notify the Regional Board that the delinquent Regulated Entity or Entities are no longer a participating member of the CMP. If a Regulated Entity or Entities remain delinquent after the above procedures, then any delinquent amount(s) will be distributed in the following year's invoice amongst all remaining Regulated Entities proportionate to each Entity's area as it relates to the overall remaining total Regulated Entities area, excluding the delinquent Regulated Entity or Entities.

The Steering Committee will revise Exhibits A and C to show the recalculated costs for each participating Regulated Entity; these revised exhibits will be sent to the GCCOG and included with the annual invoices to the Regulated Entities.

- f) Interest Accrual – Any interest accrued on the funds collected per this Agreement during the term of this Agreement shall be redeposited into the appropriate account and used for implementation of the CMP. The GCCOG shall report on an annual basis to the Steering Committee the amount of interest accrued by the CMP account(s).

Section 12. Independent Contractor.

- a) The GCCOG is and shall at all times remain a wholly independent contractor for performance of the obligations described in this Agreement. The GCCOG officers, employees and agents performing such obligations shall at all times be under the GCCOG's exclusive control. The Regulated Entities shall not have control over the conduct of the GCCOG or any of its officers, employees or agents, except as set forth in this Agreement. The GCCOG, and its officers, employees, or agents are not and shall not be deemed to be employees of the Regulated Entities.
- b) No employee benefits shall be available to the GCCOG in connection with the performance of its obligations under this Agreement. The GCCOG is solely responsible for the payment of salaries, wages, other compensation, employment taxes, worker's compensation, or similar taxes for its employees for performing obligations hereunder.

Section 13. Indemnification. To the fullest extent permitted by law, the City of Long Beach and the GCCOG agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.

Section 14. Termination of Agreement. Either Party may terminate this Agreement for any reason, in whole or part, by giving the other Party thirty (30) days written notice thereof. The City of Long Beach shall be responsible for the allocated costs of CMP activities incurred up to the date of the termination. GCCOG shall notify in writing all Regulated Entities within fourteen (14) days of receiving written notice from any Regulated Entity that intends to terminate this Agreement.



- g) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- i) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and constructed without the invalid, void, or unenforceable provision(s).
- j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to both Parties to this Agreement.
- k) All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.
- l) Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this Agreement on behalf of such Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_

CITY OF LONG BEACH

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DATE: \_\_\_\_\_

GATEWAY CITIES COUNCIL OF  
GOVERNMENTS

\_\_\_\_\_  
Larry R. Nelson, President

ATTEST:

\_\_\_\_\_  
Richard Powers, Secretary

**EXHIBIT A**

**LOS ANGELES RIVER METALS TMDL  
COORDINATED MONITORING PLAN  
COST ALLOCATION FORMULA**

(showing cost allocation for every \$100,000 in costs)

Name	Area in sq miles	Distribution	Base Rate (\$)	Allocation on Sq Miles (\$)	Total Rate (\$)
Alhambra	7.6	0.012258262	500	968.40	1,468.40
Arcadia	10.93	0.017629317	500	1,392.72	1,892.72
Bell	2.74	0.004419426	500	349.13	849.13
Bell Gardens	2.48	0.004000065	500	316.01	816.01
Bradbury	1.4	0.002258101	500	178.39	678.39
Burbank	17.35	0.027984322	500	2,210.76	2,710.76
Caltrans	11.24	0.018129325	500	1,432.22	1,932.22
Calabasas	5.58	0.009000145	500	711.01	1,211.01
Carson	0.88	0.001419378	500	112.13	612.13
Commerce	6.56	0.010580816	500	835.88	1,335.88
Compton	8.6	0.013871191	500	1,095.82	1,595.82
Cudahy	1.12	0.001806481	500	142.71	642.71
Downey	5.66	0.00912918	500	721.21	1,221.21
Duarte	2.3	0.003709737	500	293.07	793.07
El Monte	6.97	0.011242117	500	888.13	1,388.13
Glendale	30.62	0.049387893	500	3,901.64	4,401.64
Hidden Hills	1.57	0.002532299	500	200.05	700.05
Huntington Park	3.03	0.004887176	500	386.09	886.09
Irwindale	1.89	0.003048436	500	240.83	740.83
La Canada Flintridge	8.57	0.013822804	500	1,092.00	1,592.00
Long Beach	16.66	0.026871401	500	2,122.84	2,622.84
City of Los Angeles	281.44	0.453942806	500	35,861.48	36,361.48
Lynwood	4.85	0.007822707	500	617.99	1,117.99
Maywood	1.18	0.001903257	500	150.36	650.36
Monrovia	10.34	0.016677688	500	1,317.54	1,817.54
Montebello	8.36	0.013484088	500	1,065.24	1,565.24
Monterey Park	7.66	0.012355038	500	976.05	1,476.05
Paramount	4.34	0.007000113	500	553.01	1,053.01
Pasadena	22.7	0.036613494	500	2,892.47	3,392.47
Pico Rivera	3.12	0.005032339	500	397.55	897.55
Rosemead	5.14	0.008290456	500	654.95	1,154.95
San Fernando	2.41	0.003887159	500	307.09	807.09
San Gabriel	4.12	0.006645268	500	524.98	1,024.98
San Marino	3.76	0.006064614	500	479.10	979.10
Sierra Madre	2.99	0.004822658	500	380.99	880.99
Signal Hill	1.13	0.00182261	500	143.99	643.99

South El Monte	2.09	0.003371022	500	266.31	766.31
South Gate	7.48	0.012064711	500	953.11	1,453.11
South Pasadena	3.43	0.005532347	500	437.06	937.06
Temple City	4.01	0.006467846	500	510.96	1,010.96
Vernon	5.08	0.008193681	500	647.30	1,147.30
Unincorporated LA County Areas	80.61	0.130018226	500	10,271.44	10,771.44
	619.99	1	21,000	79,000	100,000

**Notes:** The calculation of square miles in the watershed is based on GIS information supplied by the Regional Water Quality Control Board. The distribution column indicates the square miles located within the jurisdiction of each Regulated Entity as a fraction of the total watershed. The base rate is \$500 per Regulated Entity per \$100,000 in monitoring costs. This base rate ensures a minimum contribution from each Regulated Entity, resulting in a total base of \$21,000. The allocation based on square miles is \$100,000 minus the base of \$21,000 (\$79,000) multiplied by the figure in the distribution column for each Regulated Entity. Each Regulated Entity's total cost for every \$100,000 in costs is the sum of the base (\$500 per \$100,000), plus the Regulated Entity's allocation based on square miles.

**EXHIBIT B - Los Angeles River Metals TMDL Coordinated Monitoring Plan Estimated Costs**

<b>MONITORING COSTS - Work Performed by City of Los Angeles</b>	<b>LABOR Cost/Site</b>	<b>LAB ANALYSIS Cost/Site</b>	<b>No. of Sites</b>	<b>Cost per Sample Event</b>	<b>No. Sample Events</b>	<b>Annual Cost</b>
DRY-Weather Monitoring	\$116	\$365	12	\$5,772	12	\$69,264
WET-Weather Monitoring	\$440	\$365	5	\$4,025	6	\$24,150
					<b>Sub-total</b>	<b>\$93,414</b>
Special Dissolved Field Sampling (2 yrs)	\$67	0	12	\$804	12	\$9,648
Special Dissolved Lab Analysis QA (2 yrs)		\$730			18	\$13,140
					<b>Sub-total</b>	<b>\$22,788</b>
<b>Other Monitoring Related Costs</b> (estimates from Steering Committee via LACoDPW)	<b>Cost/Site</b>		<b>No. of Sites</b>			
Data Analysis	--		--	--	--	\$50,000
Reporting & Program Management	--		--	--	--	\$30,000
Stream Gage Service/data collection	\$700		5	--	--	\$3,500
Auto Sampler Maintenance	\$1,000		5	--	--	\$5,000
					<b>Sub-total</b>	<b>\$88,500</b>

<b>CITY Annual Costs for Years 1 &amp; 2</b>	<b>\$204,702</b>
<b>CITY Annual Costs for Years 3 &amp; 4</b>	<b>\$181,914</b>

<b>ONE-TIME CAPITAL COSTS - Work Performed by County of Los Angeles</b>	<b>Unit Cost</b>	<b>No. Units</b>	<b>Total Cost</b>
Auto Sampler Infrastructure & Installation	\$75,000	5	\$375,000
		<b>Total COUNTY Costs</b>	<b>\$375,000</b>

<b>ADMINISTRATIVE COSTS - Work Performed by Gateway Cities Council of Governments</b>	
<b>GCCOG Annual Costs</b>	<b>\$10,000</b>

**Notes:**

This cost analysis **does not** include the cost of Tier II or III sampling.  
 This cost analysis is based on the number of sampling sites and frequency being proposed in the Revised CMP in response to the RWQCB comments.  
 The laboratory costs are based on EPA Analytical Method 200.8 (ICP-MS); Hardness is measured using SM 2340C.  
 The wet-weather labor costs are based on 2 trips to the auto-sampler per storm event.  
 The special dissolved field sampling and lab analysis QA are for the first two years of monitoring only; the QA is analysis for a field blank and field duplicate.

<b>TOTAL COST SUMMARY</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>TOTAL</b>
City of Los Angeles Monitoring Costs	\$204,702	\$204,702	\$181,914	\$181,914	\$773,232
County of Los Angeles Auto Sampler Capital Costs	\$375,000				\$375,000
Gateway Cities COG Administrative Costs	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
<b>TOTAL COSTS</b>	<b>\$589,702</b>	<b>\$214,702</b>	<b>\$191,914</b>	<b>\$191,914</b>	<b>\$1,188,232</b>



**EXHIBIT C - Estimated Monitoring Cost Allocations for 40 TMDL Identified Cities, LA County & Caltrans**

City	Watershed Area		Base Rate	Area	Year 1 <sup>''</sup> Invoice Amount <sup>''''</sup>	Base Rate	Area	Year 2 Invoice Amount <sup>'''</sup>	Base Rate	Area	Year 3 & 4 Invoice Amount <sup>''''</sup>	Total Estimated Costs per Agreement Term
	sq miles	Percentage	Apportionment <sup>'''</sup>			Apportionment <sup>'''</sup>			Apportionment <sup>'''</sup>			
Alhambra	7.6	1.22583%	\$2,949	\$5,711	\$8,659	\$1,074	\$2,079	\$3,153	\$960	\$1,859	\$2,818	\$17,448.03
Arcadia	10.93	1.76293%	\$2,949	\$8,213	\$11,161	\$1,074	\$2,990	\$4,064	\$960	\$2,673	\$3,632	\$22,489.86
Bell	2.74	0.44194%	\$2,949	\$2,059	\$5,007	\$1,074	\$750	\$1,823	\$960	\$670	\$1,630	\$10,089.69
Bell Gardens	2.48	0.40001%	\$2,949	\$1,863	\$4,812	\$1,074	\$678	\$1,752	\$960	\$606	\$1,566	\$9,696.03
Bradbury	1.4	0.22581%	\$2,949	\$1,052	\$4,000	\$1,074	\$383	\$1,457	\$960	\$342	\$1,302	\$8,060.85
Burbank	17.35	2.79843%	\$2,949	\$13,037	\$15,985	\$1,074	\$4,747	\$5,820	\$960	\$4,243	\$5,202	\$32,210.14
Caltrans	11.24	1.81293%	\$2,949	\$8,446	\$11,394	\$1,074	\$3,075	\$4,149	\$960	\$2,749	\$3,708	\$22,959.22
Calabasas	5.58	0.90001%	\$2,949	\$4,193	\$7,141	\$1,074	\$1,527	\$2,600	\$960	\$1,365	\$2,324	\$14,389.63
Carson	0.88	0.14194%	\$2,949	\$661	\$3,610	\$1,074	\$241	\$1,314	\$960	\$215	\$1,175	\$7,273.53
Commerce	6.56	1.05808%	\$2,949	\$4,929	\$7,878	\$1,074	\$1,795	\$2,868	\$960	\$1,604	\$2,564	\$15,873.41
Compton	8.6	1.38712%	\$2,949	\$6,462	\$9,411	\$1,074	\$2,353	\$3,426	\$960	\$2,103	\$3,063	\$18,962.09
Cudahy	1.12	0.18065%	\$2,949	\$842	\$3,790	\$1,074	\$306	\$1,380	\$960	\$274	\$1,233	\$7,636.91
Downey	5.66	0.91292%	\$2,949	\$4,253	\$7,201	\$1,074	\$1,548	\$2,622	\$960	\$1,384	\$2,344	\$14,510.75
Duarte	2.3	0.37097%	\$2,949	\$1,728	\$4,677	\$1,074	\$629	\$1,703	\$960	\$562	\$1,522	\$9,423.50
El Monte	6.97	1.12421%	\$2,949	\$5,237	\$8,186	\$1,074	\$1,907	\$2,980	\$960	\$1,704	\$2,664	\$16,494.17
Glendale	30.62	4.93879%	\$2,949	\$23,008	\$25,957	\$1,074	\$8,377	\$9,450	\$960	\$7,488	\$8,447	\$52,301.74
Hidden Hills	1.57	0.25323%	\$2,949	\$1,180	\$4,128	\$1,074	\$430	\$1,503	\$960	\$384	\$1,343	\$8,318.24
Huntington Park	3.03	0.48872%	\$2,949	\$2,277	\$5,225	\$1,074	\$829	\$1,902	\$960	\$741	\$1,701	\$10,528.77
Irwindale	1.89	0.30484%	\$2,949	\$1,420	\$4,369	\$1,074	\$517	\$1,591	\$960	\$462	\$1,422	\$8,802.74
La Canada Flintridge	8.57	1.38228%	\$2,949	\$6,440	\$9,388	\$1,074	\$2,345	\$3,418	\$960	\$2,096	\$3,055	\$18,916.67
Long Beach	16.66	2.68714%	\$2,949	\$12,518	\$15,467	\$1,074	\$4,558	\$5,631	\$960	\$4,074	\$5,034	\$31,165.43
Los Angeles	281.44	45.39428%	\$2,949	\$211,476	\$214,424	\$1,074	\$76,995	\$78,069	\$960	\$68,823	\$69,783	\$432,058.76
Lynwood	4.85	0.78227%	\$2,949	\$3,644	\$6,593	\$1,074	\$1,327	\$2,400	\$960	\$1,186	\$2,146	\$13,284.36
Maywood	1.18	0.19033%	\$2,949	\$887	\$3,835	\$1,074	\$323	\$1,396	\$960	\$289	\$1,248	\$7,727.75
Monrovia	10.34	1.66777%	\$2,949	\$7,770	\$10,718	\$1,074	\$2,829	\$3,902	\$960	\$2,529	\$3,488	\$21,596.56
Montebello	8.36	1.34841%	\$2,949	\$6,282	\$9,230	\$1,074	\$2,287	\$3,361	\$960	\$2,044	\$3,004	\$18,598.72
Monterey Park	7.66	1.23550%	\$2,949	\$5,756	\$8,704	\$1,074	\$2,096	\$3,169	\$960	\$1,873	\$2,833	\$17,538.87
Paramount	4.34	0.70001%	\$2,949	\$3,261	\$6,210	\$1,074	\$1,187	\$2,261	\$960	\$1,061	\$2,021	\$12,512.19
Pasadena	22.7	3.66135%	\$2,949	\$17,057	\$20,005	\$1,074	\$6,210	\$7,284	\$960	\$5,551	\$6,511	\$40,310.37
Pico Rivera	3.12	0.50323%	\$2,949	\$2,344	\$5,293	\$1,074	\$854	\$1,927	\$960	\$763	\$1,723	\$10,665.03
Rosemead	5.14	0.82905%	\$2,949	\$3,862	\$6,811	\$1,074	\$1,406	\$2,480	\$960	\$1,257	\$2,217	\$13,723.44
San Fernando	2.41	0.38872%	\$2,949	\$1,811	\$4,759	\$1,074	\$659	\$1,733	\$960	\$589	\$1,549	\$9,590.05
San Gabriel	4.12	0.66453%	\$2,949	\$3,096	\$6,044	\$1,074	\$1,127	\$2,201	\$960	\$1,008	\$1,967	\$12,179.10
San Marino	3.76	0.60646%	\$2,949	\$2,825	\$5,774	\$1,074	\$1,029	\$2,102	\$960	\$919	\$1,879	\$11,634.03
Sierra Madre	2.99	0.48227%	\$2,949	\$2,247	\$5,195	\$1,074	\$818	\$1,892	\$960	\$731	\$1,691	\$10,468.21
Signal Hill	1.13	0.18226%	\$2,949	\$849	\$3,798	\$1,074	\$309	\$1,383	\$960	\$276	\$1,236	\$7,652.05
South El Monte	2.09	0.33710%	\$2,949	\$1,570	\$4,519	\$1,074	\$572	\$1,645	\$960	\$511	\$1,471	\$9,105.55
South Gate	7.48	1.20647%	\$2,949	\$5,621	\$8,569	\$1,074	\$2,046	\$3,120	\$960	\$1,829	\$2,789	\$17,266.34
South Pasadena	3.43	0.55323%	\$2,949	\$2,577	\$5,526	\$1,074	\$938	\$2,012	\$960	\$839	\$1,798	\$11,134.39
Temple City	4.01	0.64678%	\$2,949	\$3,013	\$5,962	\$1,074	\$1,097	\$2,171	\$960	\$981	\$1,940	\$12,012.55
Vernon	5.08	0.81937%	\$2,949	\$3,817	\$6,766	\$1,074	\$1,390	\$2,463	\$960	\$1,242	\$2,202	\$13,632.59
LA County Unincorp.	80.61	13.00182%	\$2,949	\$60,571	\$63,519	\$1,074	\$22,053	\$23,126	\$960	\$19,712	\$20,672	\$127,989.70
<b>Total</b>	<b>619.99</b>	<b>100.00000%</b>	<b>\$123,837</b>	<b>\$465,865</b>	<b>\$589,702</b>	<b>\$45,087</b>	<b>\$169,615</b>	<b>\$214,702</b>	<b>\$40,302</b>	<b>\$151,612</b>	<b>\$191,914</b>	<b>\$1,188,232.00</b>

<sup>''</sup>Includes \$375,000 capital costs for sampler equipment and installation.

<sup>'''</sup>21% and 79% of allocation from base and area apportionments respectively

<sup>''''</sup> Includes \$10,000 GCCOG administrative costs per year, but does not include CPI adjustments.