

31505

MEMORANDUM OF AGREEMENT
BETWEEN
THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND
THE CITY OF LONG BEACH

REGARDING THE ADMINISTRATION AND COST SHARING FOR THE DEVELOPMENT
OF THE COORDINATED IMPLEMENTATION PLAN FOR THE LOS ANGELES RIVER
AND TRIBUTARIES METALS TMDL (REACH 2)

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 San Gabriel Valley Council of Governments, a California joint powers authority ("SGVCOG"), 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 SGVCOG includes environmental planning and providing technically sound science and analyses to its member cities and agencies; and

WHEREAS, Seventeen of the SGVCOG's member cities are located within the Los Angeles River Reach 2 watershed and the SGVCOG has established effective working relationships with the adjacent Councils of Governments; and

WHEREAS, the SGVCOG has previously entered into interagency agreements, successfully partnering with various cities, SCAG, and CALTRANS 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 2007, with the intent of improving water quality in the Los Angeles River and its tributaries; and

WHEREAS, this TMDL regulates the discharge of runoff from thirty five cities tributary to Reach 2 of the Los Angeles River and CALTRANS, herein referred to collectively as 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 of a Coordinated Implementation Plan ("CIP") by the Regulated Entities that is designed to reduce the amount of metals pollutants in the Los Angeles River and its tributaries; and

WHEREAS, the County of Los Angeles and the City of Los Angeles will be independently preparing separate Implementation Plans; and

WHEREAS, the Regulated Entities agree to prepare a draft by January 11, 2010 and a final CIP by July 11, 2010 and to adopt and provide the initial funding of this Agreement; and

WHEREAS, the Regulated Entities have agreed to establish a Technical Committee to provide technical oversight for the development of the CIP, and

WHEREAS, the participating Regulated Entities desire the SGVCOG to provide administrative services relating to the CIP, including contracting for the development of both the draft and final CIP and other related activities; and

WHEREAS, the SGVCOG has agreed to provide such administrative services to the Regulated Entities to facilitate the successful implementation of the CIP; and

WHEREAS, the Regulated Entities have agreed to share in fully funding the costs of the development of the CIP, including those costs incurred by the SGVCOG in administering this Agreement, based on the cost allocation formula contained in Exhibit A; and

WHEREAS, the SGVCOG and the Regulated Entities agree to employ a consultant to prepare the CIP, and the Regulated Entities are willing to pay the consultant for its services through the SGVCOG; and

WHEREAS, SGVCOG 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 provide a mechanism whereby the Regulated Entities cooperatively fund the development of the CIP and provide funding to the SGVCOG such that the SGVCOG can administer the necessary professional services contracts to develop the CIP on behalf of the Regulated Entities.

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

Section 4. Voluntary Nature. Individual Regulated Entities can request approval from the Regional Board to develop separate Implementation Plans. This Agreement is voluntarily entered into for the development of the CIP and is applicable to only those Regulated Entities that are signatory to this Agreement.

Section 5. Term. The term of this Agreement shall remain and continue in effect until completion of the CIP, and acceptance of the CIP by the Regional Board.

Section 6. Coordinated Implementation Plan. The Los Angeles River Metals TMDL requires the Regulated Entities to develop a CIP which shall include: implementation methods, an implementation schedule, proposed milestones and any applicable revisions to the TMDL effectiveness monitoring plan. The CIP that is developed under this Agreement is only applicable to those Regulated Entities that are a party to this Agreement and have fulfilled all terms of this Agreement.

Section 7. Assessment for Proportional Costs of the CIP. The City agrees to provide funds to the SGVCOG based on the funding formula established in Exhibit A and the estimated development costs in Exhibit B, attached hereto and made a part of this Agreement by this reference. The SGVCOG will invoice the City upon the execution of this Agreement as set forth in Section 9 below, based on allocated CIP costs, which includes all administrative costs incurred by the SGVCOG in the performance of its duties under this Agreement. The SGVCOG administrative costs include compensation for staff time, audit expenses, and costs incurred in administering agreements. Any overpayment or underpayment of the CIP costs shall be credited or billed to the City in the next invoice or it shall be reimbursed at the termination of this Agreement.

Section 8. Role of the SGVCOG. The SGVCOG shall enter into substantially and materially similar agreements with each of the Regulated Entities wishing to participate in the CIP to effectuate the CIP, invoice and collect from the Regulated Entities the estimated amounts based on the cost allocation formula in Exhibit A.

Section 9. Invoice and Payment.

- a) The SVCOC shall invoice each Regulated Entity for fifty (50) percent of the estimated cost of the preparation of the CIP on or about July 15, 2009. A second invoice for fifty (50) percent of the estimated cost shall be sent to the Regulated Entities by the SGVCOG on or about December 15, 2009. If necessary, a third invoice will be sent on or about July 15, 2010 for any adjustments or additional expenses incurred by the SGVCOG.
- b) Late Payment Penalty – Beginning as of October 15, 2009, 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.
- c) Delinquent Payments – A Regulated Entity's payment is considered to be delinquent 180 days after being invoiced by the SGVCOG. The following procedure may be implemented to attain payments from the delinquent Regulated Entity or Entities per instructions from the Technical 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 SGVCOG attorney, and 3) notify the Regional Board that the delinquent Regulated Entity or Entities are no longer a participating member of the CIP. If a Regulated Entity or Entities remain delinquent after the above procedures, then any delinquent amount(s) will be distributed in the following 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 and all references to the delinquent Regulated Entity will be removed from the CIP. The Technical Committee will revise Exhibit A to show the recalculated costs for each participating Regulated Entity; these revised exhibits will be sent to the SGVCOG and included with the annual invoices to the Regulated Entities.

- d) 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 development of the CIP. The SGVCOG shall report on an annual basis to the Technical Committee the amount of interest accrued by the CIP account(s).

Section 10. Independent Contractor.

- a) The SGVCOG is and shall at all times remain a wholly independent contractor for performance of the obligations described in this Agreement. The SGVCOG officers, employees and agents performing such obligations shall at all times be under the SGVCOG's exclusive control. The Regulated Entities shall not have control over the conduct of the SGVCOG or any of its officers, employees or agents, except as set forth in this Agreement. The SGVCOG, 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 SGVCOG in connection with the performance of its obligations under this Agreement. The SGVCOG 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.
- c) The Regulated Entities will retain control of the consultant(s)' work product and the schedule for submitting the CIP to the Regional Board. The SGVCOG will use reasonable efforts to work with the Regulated Entities to ensure that the draft CIP is submitted by January 11, 2010 and the final CIP is submitted by July 11, 2010. However, the Regulated Entities recognize that the draft CIP is due by January 11, 2010 and that this deadline might not be met despite the best efforts of the SGVCOG and the Regulated Entities.

Section 11. Indemnification.

To the fullest extent permitted by law, the City and the SGVCOG 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. The SGVCOG shall not have any duty to save, indemnify, defend, and hold harmless, and the Regulated Entities shall save, indemnify, defend, and hold harmless the SGVCOG from any Regional Board Notice of Violations or third-party litigation resulting from failure of the Regulated Entities to meet the compliance deadlines in the Los Angeles River Metals TMDL for submission of the draft and final CIP.

Section 12. 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 shall be responsible for the allocated costs of CIP activities incurred up to the date of the termination. SGVCOG 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.

Section 13. Miscellaneous.

- a) Notices. All notices which any Party is required or desires to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To SGVCOG Nick Conway
 San Gabriel Valley Council of Governments
 3452 E. Foothill Blvd, Suite 910
 Pasadena, CA 91107

To City of Long Beach Patrick H. West
 City Manager
 333 W. Ocean Blvd., 13th Floor
 Long Beach, CA 90802

- b) Separate Accounting and Auditing. The SGVCOG agrees to establish a separate account to track the revenues from the Regulated Entities and the expenses from of the CIP. Quarterly financial statements and the annual audit will be made available to all of the participating Regulated Entities.
- c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each Party to this Agreement and their respective heirs, administrators, representatives, successors and assigns.
- d) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by the Parties.
- e) Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.
- f) Law to Govern; Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.

- 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) Legal Representation. 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) Procurement. All participating Regulated Entities have reviewed the procurement procedures used in the selection of the consultant(s) for consistency with their individual procurement practices.
- m) Agency Authorization. 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.
- n) Contact Person. The municipal staff contact person for this agreement shall be

Anthony G. Arevalo

Name

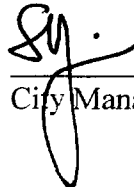
Acting Stormwater/Environmental Compliance Officer

Title

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

DATE: 10.12.09

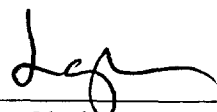
CITY OF LONG BEACH


Assistant City Manager

City Manager

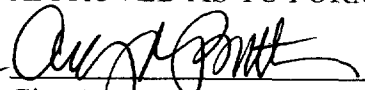
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

ATTEST:



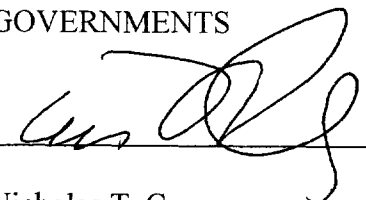
City Clerk

APPROVED AS TO FORM:


Deputy City Attorney

DATE: 9-28-09

SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS



Nicholas T. Conway
Executive Director

ATTEST:



Secretary

EXHIBIT A

LA River Metals TMDL Implementation Plan (Reach 2)					
Agency	Watershed Area*		Estimated Cost Share		
	Acres*	Percentage	Professional Services	w/ SGVCOG Admin Costs	TOTAL COST**
Alhambra	4878	4.41565%	\$ 10,435.73	\$ 1,103.91	\$ 11,539.65
Arcadia	6995	6.33200%	\$ 14,964.73	\$ 1,583.00	\$ 16,547.73
Bell	1671	1.51262%	\$ 3,574.85	\$ 378.15	\$ 3,953.00
Bell Gardens	1604	1.45197%	\$ 3,431.51	\$ 362.99	\$ 3,794.50
Bradbury	494	0.44718%	\$ 1,056.84	\$ 111.79	\$ 1,168.63
Caltrans	3815	3.45341%	\$ 8,161.61	\$ 863.35	\$ 9,024.96
Carson	0	0.00000%	\$ -	\$ -	\$ -
Commerce	4193	3.79558%	\$ 8,970.28	\$ 948.89	\$ 9,919.17
Compton	6044	5.47114%	\$ 12,930.21	\$ 1,367.78	\$ 14,297.99
Cudahy	729	0.65990%	\$ 1,559.58	\$ 164.98	\$ 1,724.56
Downey	3621	3.27779%	\$ 7,746.57	\$ 819.45	\$ 8,566.02
Duarte	1084	0.98126%	\$ 2,319.05	\$ 245.31	\$ 2,564.37
El Monte	4605	4.16853%	\$ 9,851.69	\$ 1,042.13	\$ 10,893.82
Glendale	TBA	0.00000%	\$ -	\$ -	\$ -
Huntington Park	1933	1.74979%	\$ 4,135.36	\$ 437.45	\$ 4,572.80
Irwindale	994	0.89979%	\$ 2,126.51	\$ 224.95	\$ 2,351.46
La Canada Flintridge	3637	3.29228%	\$ 7,780.80	\$ 823.07	\$ 8,603.87
Long Beach	3182	2.88040%	\$ 6,807.40	\$ 720.10	\$ 7,527.50
Lynwood	2390	2.16347%	\$ 5,113.04	\$ 540.87	\$ 5,653.91
Maywood	759	0.68706%	\$ 1,623.76	\$ 171.77	\$ 1,795.53
Monrovia	6618	5.99037%	\$ 14,157.34	\$ 1,497.59	\$ 15,654.93
Montebello	5386	4.87550%	\$ 11,522.52	\$ 1,218.88	\$ 12,741.40
Monterey Park	4931	4.46363%	\$ 10,549.12	\$ 1,115.91	\$ 11,665.03
Paramount	2013	1.82220%	\$ 4,306.50	\$ 455.55	\$ 4,762.06
Pasadena	14575	13.19355%	\$ 31,180.98	\$ 3,298.39	\$ 34,479.36
Pico Rivera	1547	1.40037%	\$ 3,309.57	\$ 350.09	\$ 3,659.66
Rosemead	3277	2.96640%	\$ 7,010.64	\$ 741.60	\$ 7,752.24
San Gabriel	2662	2.40969%	\$ 5,694.94	\$ 602.42	\$ 6,297.36
San Marino	2413	2.18429%	\$ 5,162.24	\$ 546.07	\$ 5,708.32
Sierra Madre	1900	1.71991%	\$ 4,064.76	\$ 429.98	\$ 4,494.74
South El Monte	1615	1.46193%	\$ 3,455.04	\$ 365.48	\$ 3,820.53
South Pasadena	2187	1.97975%	\$ 4,678.85	\$ 494.94	\$ 5,173.79
Southgate	3168	2.86773%	\$ 6,777.45	\$ 716.93	\$ 7,494.38
Temple City	2561	2.31826%	\$ 5,478.87	\$ 579.57	\$ 6,058.43
Vernon	2990	2.70660%	\$ 6,396.65	\$ 676.65	\$ 7,073.30
Total	110470.6479	100.00%	\$ 236,335.00	\$ 25,000.00	\$ 261,335.00

* The percent area is calculated by excluding the areas for LA County and the City of Los Angeles.

** Estimated costs are dependent on number of agencies participating, accurate acreage, and final contracting costs.



523 West Sixth Street, Suite 400
Los Angeles, California 90014
tel: 213 457-2200
fax: 213 627-8295

June 4, 2009

Ms. Sheila Kennedy

Subject: Los Angeles River Reach 2 Subwatershed Metals TMDL Implementation Plan-
Revised proposal

Dear Ms. Kennedy,

Camp Dresser & McKee Inc. (CDM) will develop a Los Angeles River (LAR) Metals TMDL Implementation Plan ("Plan") for the LAR Reach 2 subwatershed ready for submittal to the Los Angeles Regional Water Quality Control Board (Regional Board) by January 11, 2010. Project tasks include:

Task 1 – Characterize Subwatershed

An overall LAR watershed characterization was completed for the City of Los Angeles. CDM will refine the characterization to reflect only the LAR Reach 2 subwatershed.

Task 1.1 – Conduct Data Review

Review existing data to identify data gaps where additional Reach 2 data may be available. Compile and review additional data as available and incorporate into data analyses (GIS and water quality).

Task 1.2 – Characterize LAR Reach 2 Subwatershed

Revise existing LAR watershed characterization to reflect only Reach 2 subwatershed characteristics, including: (1) GIS layers; (2) hydrologic and water quality characteristics; and (3) characteristics that affect structural BMP siting, (e.g., groundwater depth, soil, and environmentally sensitive areas).

Task 1.3 – Assess Water Quality and Pollutant Loads

Revise existing LAR watershed water quality assessment to include only Reach 2 subwatershed metals water quality data. Conduct prioritization analysis using modeling tools, to identify which catchments contribute the highest loads of metals.

Task 1 Deliverable, Technical Memorandum 1 (TM1) - TM1 summarizes the Reach 2 subwatershed characterization, including data sources, data gaps (and how they were addressed), data analysis methods and findings. Attachments include maps, figures and tables illustrating subwatershed characteristics.

Task 2 - Develop Range of Urban Runoff Management Options

Under this task CDM will lay the foundation for the Plan by locating priority areas for BMP implementation, identifying potential structural and non-structural controls, and conducting a preliminary screening of BMP opportunities to select the best options for additional analysis under Task 3.

Task 2.1 – Identify Reach 2 Subwatershed Collaboration Opportunities (Optional)

Identify opportunities to implement BMPs cooperatively with other planned subwatershed management activities. Activities include meetings with key stakeholders with interests/plans for stream restoration and green infrastructure projects.

Task 2.2 – Develop Categorical BMP Opportunities

Develop a categorical BMP opportunities list for the Reach 2 subwatershed (e.g., infill/redevelopment, new development, street retrofit, and habitat restoration). Evaluate the applicability of these opportunities to the subwatershed to provide a foundation for BMP selection.

Task 2.3 – Identify Potential Structural and Non-structural BMP Opportunities

Identify potential non-structural and distributed/regional structural BMPs for the Reach 2 subwatershed. Potential structural BMPs will be tailored to maximize water quality improvement in the most cost effective manner and be limited to publicly-owned parcels.

Task 2.4 – Conduct Preliminary BMP Screening

Develop a BMP decision matrix with screening criteria (e.g., cost, feasibility, effectiveness, and environmental benefits) and associated weighting factors to evaluate potential BMP opportunities identified in Task 2.3. The outcome is a ranked BMP list.

Task 2 Deliverable, Technical Memorandum (TM2) - TM2 provides a ranked list of non-structural and structural BMPs for potential implementation in the subwatershed. Supporting documentation will include the categorical BMP opportunities available, range of BMPs considered, and the method for screening and ranking BMPs.

Task 3 - Develop BMP Implementation Alternatives Recommendations

Prior to starting Task 3, CDM will conduct a meeting with the client to determine the specific direction of Task 3. Task 3 further analyzes the screened list of BMPs developed in Task 2 and prepares a final recommended list of BMPs for implementation. CDM will apply categorical BMP implementation concepts on up to two alternatives to extrapolate the watershed-wide benefits that may be achieved toward meeting the TMDL metals loading allocations. This task's project budget is based on the following: CDM will target identification of up to 10 non-structural BMPs, and up to 20 distributed and up to 2 regional structural BMP projects. The actual number of non-structural and structural BMPs analyzed (e.g., field investigations, quantitative analysis, and cost analysis) will be decided by the client prior to implementation of Task 3. If the number of BMPs is changed, the Task 3 scope of work and budget will be modified, as appropriate.

Task 3.1 – Conduct Field Investigations

Conduct limited field investigations to provide confirmation of the viability of the highest ranked BMP opportunities identified in Task 2. The field investigations will not include detailed site assessments such as underground utility conflicts.

Task 3.2 – Quantify Water Quality Improvements

Quantify water quality improvements expected from implementation of the highest ranked BMP opportunities. This analysis will link categorical BMP implementation in Reach 2 with the range of potential outcomes towards achieving compliance with TMDL requirements.

Task 3.3 – Select Final BMPs

Based on the outcomes of Tasks 3.1 and 3.2, CDM will develop a final list of BMPs for implementation. The final list will include up to 10 non-structural BMPs, and up to 20 distributed and up to 2 regional structural BMP projects.

Task 3.4 – Prepare Cost Analysis

CDM will develop planning-level cost estimates for BMPs selected in Task 3.3. Analysis includes engineering, construction, and operation and maintenance costs.

Task 3 Deliverable, Technical Memorandum 3 (TM3) - TM3 identifies the final BMPs for implementation. This TM will include:

- Summary and proposed schedule for non-structural BMP implementation;
- Tabular lists (by Reach 2 subwatershed) with graphical representation (e.g., GIS, aerial photographs) of structural BMP recommendations;

- A phased implementation plan and schedule (based on prioritization of selected BMPs);
- Expected water quality improvements (metals concentrations or loadings) in urban runoff during implementation (based on implementation schedule); and
- Planning level capital and operation/maintenance costs.

Project site plans, concept reports or preliminary design reports are not included in Task 3.

Task 4 - Project Meetings and Workshops

Task 4.1 – Participate in Project Meetings

- Project kickoff meeting to review the scope of work, project management and communication procedures, project schedule, and discuss any data needs.
- Monthly meetings to review progress, resolve issues of concern and, if necessary, request data. CDM will prepare an agenda for review and prepare meeting notes. (10 meetings)
- Biweekly teleconferences to review project status. (20 teleconferences)

Task 4.2 – Conduct Stakeholder Workshops (Optional)

CDM will participate in up to two 2-hour stakeholder workshops. CDM will prepare a presentation, provide a facilitator, and prepare agenda and meeting discussion summary.

Task 4 Deliverables – Meeting or workshop participation, meeting agendas, meeting notes or summaries, and presentation materials, as needed.

Task 5 - Prepare Los Angeles River Reach 2 Metals TMDL Implementation Plan

The Plan is due to the Regional Board by January 11, 2010. A final submittal, that addresses Regional Board comments on the draft, is due by July 11, 2010. Project tasks and deliverables include:

Task 5.1 – Develop Draft Plan

CDM will prepare a Draft Plan using the information developed for TMs 1, 2 and 3. Prior to preparation of the draft, an outline will be developed for review and approval.

Task 5.2 – Prepare Final Plan

CDM will prepare a Final Plan ready for Regional Board submittal based on Draft Plan comments and provide 10 color paper and 50 electronic CD copies.

Ms. Sheila Kennedy
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Task 5.3 – Prepare Revised Final Plan

CDM will review Regional Board comments on the Final Plan and prepare recommendations for resolution. Based on client discussions, CDM will prepare a Revised Final Plan for Regional Board submittal. Ten color paper and 50 electronic CD copies will be provided.

Task 5 Deliverables – Draft, and final TMDL Implementation Plans ready for submittal to the Regional Board. Paper and electronic copies of the plans as noted above.

If you have any questions, please do not hesitate to contact me at (213) 457-2200.

Very truly yours,



Hampik Dekermenjian, PE
Vice President
Camp Dresser & McKee Inc.

cc: Richard Meyerhoff

CDM

Estimated Budget for the Development of Los Angeles River Reach 2
Metals TMDL Implementation Plan

Tasks	Labor	Direct Costs
Task 1 - Watershed Characterization	\$24,410	\$500
<i>Task 1.1 - Data Review</i>	\$2,580	
<i>Task 1.2 - Characterize Watershed</i>	\$6,130	
<i>Task 1.3 - Assess Water Quality and Pollutant Load</i>	\$6,570	
<i>TM1 Preparation</i>	\$9,130	\$500
Task 2 - Develop Range of Management Options	\$62,965	\$2,000
<i>Task 2.1 - Identify Collaboration Opportunities (Optional)</i>	\$14,230	\$750
<i>Task 2.2 - Develop Categorical BMP Opportunities</i>	\$8,350	\$250
<i>Task 2.3 - Identify Potential Non-Structural/Structural BMPs</i>	\$13,970	\$250
<i>Task 2.4 - Conduct Preliminary BMP Screening</i>	\$13,970	\$250
<i>TM2 Preparation</i>	\$12,445	\$500
Task 3 - Develop and Evaluate Management Strategies	\$65,105	\$1,750
<i>Task 3.1 - Conduct Field Investigations</i>	\$16,920	\$750
<i>Task 3.2 - Quantify Water Quality Improvements</i>	\$14,600	\$250
<i>Task 3.3 - Select Final BMPs</i>	\$11,280	\$250
<i>Task 3.4 - Prepare Whole Life Cycle Cost Analysis</i>	\$9,860	\$250
<i>TM3 Preparation</i>	\$12,445	\$250
Task 4 - Meetings and Workshops	\$27,830	\$1,000
<i>Task 4.1 - Project Meetings</i>	\$13,320	\$250
<i>Task 4.2 - Stakeholder Workshops (Optional)</i>	\$14,510	\$750
Task 5 - Prepare TMDL IP	\$39,875	\$1,000
<i>Task 5.1 Prepare Draft Plan</i>	\$16,990	\$250
<i>Task 5.2 Prepare Final Plan</i>	\$11,830	\$250
<i>Task 5.3 Prepare Revised Final Plan</i>	\$11,055	\$500
Total	\$220,185	\$6,250
Total Cost	\$226,435	