

# 32122

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

### REGARDING THE ADMINISTRATION AND COST SHARING TO UNDERTAKE SCIENTIFIC STUDIES TO DEVELOP SITE SPECIFIC OBJECTIVES (SSO) APPLICABLE TO 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 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 previously entered into interagency agreements, with these and other cities, the California Department of Transportation ("Caltrans") and the County of Los Angeles to undertake projects and studies of regional significance, including the Los Angeles River and Tributaries Metals Total Maximum Daily Load ("Los Angeles River Metals TMDL" or "TMDL") Coordinated Monitoring Plan; and

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region ("Regional Board") adopted the TMDL in September of 2007, 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, but could become enforceable by incorporation into National Pollutant Discharge Elimination System (NPDES) Permits such as those regulating Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the County of Los Angeles, and the incorporated cities therein; and

WHEREAS, this TMDL constrains runoff discharges from construction sites, industrial facilities, forty Cities, Caltrans, the County of Los Angeles, and other permittees, requiring cooperation among the Participating Agencies, as set forth in Exhibit "C" hereto; 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 representatives of the Participating Agencies; and

WHEREAS, a TMDL Technical Committee, consisting of representatives from the Participating Agencies, has been established to understand the TMDL requirements and plan potential compliance and implementation strategies; and

WHEREAS, a TMDL Steering Committee, consisting of representatives from the Participating Agencies, has been established to provide administrative oversight regarding implementation of the TMDL; and

WHEREAS, the Los Angeles Rivers Metals TMDL allows and encourages Participating Agencies to undertake technical or scientific studies to improve understanding of the complex interactions of river constituents within the context of both the urban and natural watershed environments; and

WHEREAS, the City of Los Angeles oversaw completion of a Preliminary Water-Effects Ratio (WER) study and supported development of the TMDL SSO work plan dated May 20, 2009 by Larry Walker Associates (LWA), which was reviewed by Participating Agency and Regional Board representatives; and

WHEREAS, the LWA work plan proposes to undertake Copper Water Effects Ratio and Lead Recalculation studies, that should provide data to support development of a Basin Plan Amendment with Site Specific Objectives; and

WHEREAS, the Participating Agencies met on February 25, 2010 to learn about SSO studies and a majority agreed to support the proposed studies; and

WHEREAS, the Participating Agencies have cooperated in resolving outstanding questions and developing this Agreement to fund the study; and

WHEREAS, undertaking the TMDL SSO studies requires professional administrative and fiduciary services that the Participating Agencies desire the GCCOG to provide, and the GCCOG has agreed to provide such services; and

WHEREAS, a work plan for the Copper Water-Effects Ratio and Lead Recalculation studies, which are the services to be provided by Larry Walker Associates, is attached hereto as Exhibit "A", and Project Management related to these studies, which will be provided by Flow Sciences, Inc., is attached hereto as Exhibit "B"; and

WHEREAS, the Participating Agencies have agreed to share in fully funding the proposed Los Angeles River Metals TMDL Site Specific Objectives studies, including those costs incurred by the GCCOG in administering this Agreement, based on the 3 year cost allocations contained in Exhibit "D"; and

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LOS ANGELES, CALIF.

WHEREAS, the GCCOG will endeavor to execute materially and substantially similar cost sharing agreements with all of the Participating Agencies, identified in Exhibit "C" attached hereto, 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 implementation of the proposed TMDL Site Specific Objectives Studies.

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

Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement to support the TMDL Site Specific Objectives studies.

Section 5. Term. This Agreement shall remain and continue in effect until completion of the TMDL SSO studies and proposed Basin Plan Amendment.

Section 6. Technical Scope of Services. The technical scope of services for the TMDL Site Specific Objectives studies is set forth in Exhibit "A" hereto and incorporated into this Agreement by this reference.

Section 7. Project Management Services. The project management services for the TMDL Site Specific Objectives studies is set forth in Exhibit "B" hereto and incorporated into this Agreement by this reference.

Section 8. Role of the GCCOG.

- a) For an estimated sum of \$10,000 per fiscal year for four fiscal years, the GCCOG shall provide administrative and fiduciary services related to implementation of the Los Angeles River Metals TMDL SSO studies. The GCCOG service costs shall include compensation for staff time, audit expenses, and costs incurred in administering agreements.
- b) The GCCOG shall enter into substantially and materially similar agreements with each of the Participating Agencies to effectuate the purposes of the Agreement.
- c) To effectuate the Agreement, based on the services and costs identified in Exhibits "A" and "B", the GCCOG shall invoice and collect

payment from the Participating Agencies, based on the SSO studies cost allocation estimates as set forth in Exhibit "D." Any overpayment or underpayment shall be credited or billed to the next year's invoice or, if it occurs during the last year, it shall be reimbursed at Agreement termination.

- d) Following the directions of the Los Angeles River Metals TMDL Steering Committee, the GCCOG shall contract with LWA and Flow Science Inc. to prepare the TMDL SSO studies, and then reimburse the Consultants for their completed services as described in this Agreement. The contracts shall substantially and materially conform to the services set forth in Exhibit "A" and "B" to this Agreement.

Section 9. Assessment of Proportional SSO studies Costs. The City of Long Beach agrees to provide funds to the GCCOG, to effectuate the TMDL SSO studies, based on the Fiscal Year Invoice Amounts in Exhibit "D".

Section 10. Invoicing and Payment.

- a) Invoicing – In order to begin the SSO studies during the 2010 rain year, the GCCOG shall invoice the Participating Agencies for the Fiscal Year 2010-11 Invoice Amounts shown in Exhibit "D" immediately following execution of this Agreement. From thereon, invoicing will be done in July of each Fiscal Year. Participating Agencies shall pay the GCCOG within sixty (60) days of the invoice date, which is the payment due date.
- b) Late Payment Penalty – Any payment that is late shall be subject to interest from the payment due date. The interest rate shall be equal to the Prime Rate in effect on the payment due date, plus one percent, for any payment that is made from 1 to 30 days after the due date. The Prime Rate in effect on the payment due date, plus five (5) percent, shall apply for any payment made from 31 to 60 days after the due date. The Prime Rate in effect on the payment due date, plus ten (10) percent, shall apply for any payment made more than 60 days after the due date. The rates shall, nevertheless, not exceed the maximum allowed by law.
- c) Delinquent Payments – The payment from a Participating Agency is considered to be delinquent 180 days after being invoiced by the GCCOG. The following actions may be implemented to attain delinquent payments from any Participating Agencies per instruction by the Steering Committee: 1) verbally contact/meet with the manager from the Participating Agencies, 2) send a letter of delinquency to the Participating Agencies from the GCCOG attorney, and 3) formally notify the Regional Board in writing that the agencies are no longer Participating Agencies. In any remaining fiscal periods, the Steering Committee would revise Exhibits "C" and "D" to exclude any such agencies and distribute the

delinquent amounts amongst the remaining Participating Agencies based on the existing cost allocation formula. The Steering Committee shall provide any revised exhibits to the GCCOG and Participating Agencies.

d) Interest Accrual – Any investment or late payment interest accrued on funds collected during the term of, and per, this Agreement shall be re-deposited into the Agreement account and used for its implementation. The GCCOG shall annually report to the Steering Committee regarding interest and late payment penalties accrued by the Agreement account(s).

e) Study Payments – Each month, the Consultants may submit invoices to the Technical Committee for consideration, which may then recommend the invoice to the Steering Committee for approval and payment by the GCCOG. The GCCOG shall reimburse the Consultants for their services in accordance with Exhibits “A” and “B” within ninety (90) days of receipt of the invoice from the Consultants. The GCCOG shall not be obligated to remit to the Consultants more than the amount it has collected from Participating Agencies pursuant to this Agreement, less its administrative costs. In the event that funds received by the GCCOG are insufficient to cover the invoiced costs within 90 days of invoice receipt, but are subsequently received, those subsequent amounts shall be paid to the Consultants within 30 days of receipt by the GCCOG. The professional service cost estimates presented in Exhibits “A” and “B” are subject to change pursuant to a Regional Board requirement or unforeseen challenges in the field. The Technical Committee shall be notified by the Consultants of any substantive changes in the actual cost of the SSO studies, which will be reconciled with the next payment.

#### Section 11. 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 Participating Agencies 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 Participating Agencies.

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 12. 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 13. Agreement Termination. 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 study costs incurred up to the date of the termination. The GCCOG shall notify in writing the remaining Participating Agencies within fourteen (14) days of receiving written notice from the City of Long Beach that it intends to terminate this Agreement.

Section 14. 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 GCCOG: Mr. Richard Powers  
Executive Director  
16401 Paramount Blvd.  
Paramount, CA 90723

To City of Long Beach: **Patrick H. West**  
City Manager  
**333 W. Ocean Blvd.**  
**Long Beach, CA 90802**


b) Separate Accounting and Auditing. The GCCOG agrees to establish a separate account to track the revenues from the Participating Agencies and the expenses from the study. Quarterly financial statements and the annual audit will be made available to all of the Participating Agencies and the Steering and Technical Committees.

- 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) 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.

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

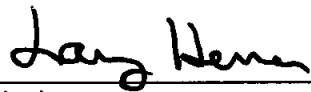
DATE: 2.1.11

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:


City Attorney

APPROVED AS TO FORM  
12-13, 2010  
ROBERT E. SHANNON, City Attorney  
By   
AMY R. BURTON  
DEPUT. CITY ATTORNEY

DATE: 4-6-2011

GATEWAY CITIES COUNCIL OF  
GOVERNMENTS

  
Gil Hurtado, President

ATTEST: 

Richard Powers, Secretary



**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**COPPER WATER-EFFECTS RATIO AND LEAD RECALCULATION STUDY**  
**LOS ANGELES RIVER METALS TMDL**

**Task 1. Implement Final Work Plan**

- Task 1.1 Finalize sampling schedule and coordinate toxicity and chemistry laboratories as well as sampling sub-consultants to review sample collection and analysis procedures.
- Task 1.2 Provide support to Metals TMDL Coordinated Monitoring Program (CMP) staff for the collection and analysis of dry weather BML samples in coordination of the CMP events. Conduct analysis of BLM samples collected during wet weather through Task 1.3. This task is optional and if the Steering Committee chooses to implement this aspect of the scope of work, LWA will work with the CMP members to determine if it is feasible given the current CMP work load.
- Task 1.3 Conduct WER sampling, and coordinate toxicity and chemistry testing by qualified labs. The cost estimate provided is based on the comments received to date and the current approach to addressing the comments. This approach is still under discussion with the Regional Board and the TAX. The key assumptions made in the cost estimate are provided in the cost estimate section below.
- Task 1.4 Conduct additional toxicity testing and general chemistry analysis (hardness and Total Suspended Solids) to evaluate potential effects of the 2009 Station Fire on WER testing in the Arroyo Seco and Verdugo Wash
- Task 1.5 Receive, review and QA/QC WER water quality toxicity testing data.
- Task 1.6 Conduct a meeting with the Stakeholder Committee, to review the results of sampling data in the midpoint of the sample collection effort.

Costs - \$969,626.00

**Task 2 Develop Final Reports**

- Task 2.1 Develop a Preliminary Draft Lead Recalculation Report and conduct a conference call with Los Angeles River Metals TMDL Technical Committee (TC). The draft report will summarize the data utilized, the analysis conducted, and the results of the recalculation of the lead criteria as outlined in the Final Work Plan.
- Task 2.2 Conduct a conference call with TC designee, Regional Board staff and TAC to discuss the Preliminary Draft Recalculation Report.

- Task 2.3      Revise the Preliminary Draft Lead Recalculation based on comments received by the Regional Board staff, TAC, and a conference call with the TC.
- Task 2.4      Conduct a meeting with the Stakeholder Committee to review the Draft Recalculation Report.
- Task 2.5      Finalize the Lead Recalculation based on comments received by the Stakeholder Committee and conduct a conference call with TC.
- Task 2.6      Develop a WER Calculation Memorandum presenting the WER data for each sample and propose final WER calculation methods. The final WER calculation method details how each WER sample will be determining the final WER. The memorandum is used as the basis for the approach to calculating the final WERs. Conduct conference call with the TC.
- Task 2.7      Conduct a conference call with TC designee, Regional Board staff and TAC to discuss the WER Calculation Memorandum.
- Task 2.8      Develop a Preliminary Draft WER Report that summarizes the sampling activities, details the analysis conducted per the Work Plan, provides the information required by the Interim Guidance, and presents the resulting final WERs as outlined in the Work Plan. This report is intended to embody the technical requirements of developing a SSO based on the Interim Guidance. Conduct a conference call with TC.
- Task 2.9      Conduct a conference call with TC designee, Regional Board staff and TAC to discuss the Preliminary Draft WER Report.
- Task 2.10     Revise the Preliminary Draft WER Report and conduct a conference call with TC.
- Task 2.11     Conduct a meeting with the Stakeholder Committee to review the Draft WER Report.
- Task 2.12     Finalize the Draft WER Report based on comments received by the Stakeholder Committee and conduct a conference call with the TC.
- Task 2.13     Conduct a meeting (in person or via conference call) with the TC designee, Regional Board, and TAC (via conference call) to finalize the WER report.
- Task 2.14     Develop Implementation Report that summarizes additional analysis conducted to support the implementation of the SSO's as outlined in the Final Work Plan. This report is intended to embody the policy based requirements of implementing SSOs based on the results of conducting a WER Study and Lead Recalculation. Conduct a conference call with TC.
- Task 2.15     Conduct a meeting with the Stakeholder Committee to review the Draft Implementation Report.
- Task 2.16     Finalize the Draft Implementation Report based on comments received by the Stakeholder Committee and conduct a conference call with the TC.

Task 2.17 Provide support to the Regional Board staff during the State Board peer review process. It is unclear the extent to which the Regional Board would require support, as such a rough estimate is provided.

Cost - \$391,855.00

**Task 3 Develop and Support WER Basin Plan Amendment**

Task 3.1 Prepare a Draft Basin Plan Amendment (BPA) and environmental review for Regional Board consideration and comment for appropriately adjusting water quality objectives for metals of concern in the reaches/tributaries of concern. Conduct a conference call with TC.

Task 3.2 Revise Draft BPA and submit to Regional Board for 45-day posting.

Task 3.3 Develop comments on the tentative BPA, if necessary.

Task 3.4 Prepare response to 45-day posting comments, revise Draft BPA, if necessary, and submit to Regional Board for adoption hearing.

Task 3.5 Attend Regional Board adoption hearing(s).

Task 3.6 Prepare the administrative record for the State Board hearing.

Cost - \$35,804.00

**Task 4 Project Management**

Cost - \$21,827 (Estimated \$7,300 annually)

Task No	Work Plan Task Description	LWA Costs	TAC Costs	Sampling Sub	Outreach Costs	Chem Analysis	Toxicity Testing	Total
1	Implement WER Work Plan	\$291,055		\$147,770	\$8,000	\$252,918	\$237,918	\$937,313
2	Lead Recalculation & WER Implementation Reports	\$284,406	\$66,000	\$2,240	\$28,000		\$6,092	\$386,738
3	BPA Develop & Support	\$35,804						\$35,804
4	PM & Contract Administ.	\$21,827						\$21,827
<b>Total</b>		<b>\$633,247</b>	<b>\$66,000</b>	<b>\$150,010</b>	<b>\$36,000</b>	<b>\$252,918</b>	<b>\$243,663</b>	<b>\$1,381,837</b>
	LWA 5% markup	\$633,247	\$69,300	\$157,511	\$37,800	\$265,563	\$255,846	\$1,419,267

Note: Incorporated by reference into the Scope of Work are the following documents:

- 1) Work Plan for Recalculation and Water-Effect Ratio to Support Implementation of the Los Angeles River and Tributaries Metals TMDL, Larry Walker Associates, March 31, 2010
- 2) Final State Implementation Policy (SIP) Justification Report for: Site-Specific Objectives for Copper and Lead to Support Implementation of the Los Angeles River and Tributaries Metals TMDL, Larry Walker Associates, March 31, 2010
- 3) Based on the LWA letter of July 27, 2010, Scope and Cost Estimate to Implement a Copper Water-Effect Ratio and Lead Recalculation Special Study in Support of the Los Angeles River Metals TMDL

## EXHIBIT "B"

### PROJECT MANAGEMENT RELATED TO THE SPECIAL STUDIES LOS ANGELES RIVER WER AND RECALCULATION STUDY

#### Task 1 **Review of Draft Documents**

Based on the draft LWA scope of work for the special studies, a number of documents will require review as follows:

- Sampling schedule and plan
- WER final work plan (after incorporation of Regional Board and TAC edits)
- Lead recalculation report (preliminary draft, revised draft and final report)
- WER calculation memorandum proposing final WER edits
- WER report (preliminary, draft, revised draft and final report)
- Basin Plan Amendment (draft and final)
- Administrative record (following study completion and adoption of Basin Plan Amendment)

Cost – The total budget for document review is estimated at \$32,835 (current year dollars)

#### Task 2 **Participation in meetings and conference calls**

A number of conference calls and meetings have been identified in the draft LWA scope of work, as follows:

- Meeting to discuss Regional Board and TAX comments on the draft work plan
- Midpoint meeting with Stakeholder Committee to review sampling results
- Three (3) conference calls and one (1) meeting related to the lead recalculation report
- Two (2) conference calls related to the WER calculation memorandum
- Four (4) conference calls and two (2) meetings associated with the WER report
- Two (2) conference calls and three (3) meetings associated with the implementation report
- Two (2) conference calls associated with the Basin Plan Amendment
- One (1) Regional Board hearing for consideration of the Basin Plan Amendment

Cost – The cost estimate for this work is \$35,630 (current year dollars)

**Task 3      Project management and coordination**

This special study is estimated to involve four (4) hours of project management and coordination with the Steering and Technical Committees per month, and that the total duration will be three years (36) months.

Cost - \$32,960 (current years dollars)

**Fiscal Year Budget Estimates (with 5% annual cost escalation)**

FY2010-2011 -	\$30,300
FY2011-2012 -	\$31,900
FY2012-2013 -	\$44,750
Total	\$107,000

**EXHIBIT "C"**  
**PARTICIPATING AGENCIES**  
**LOS ANGELES RIVER METALS TMDL**  
**SPECIAL STUDIES**

- |                                  |                              |
|----------------------------------|------------------------------|
| 1) City of Arcadia               | 20) City of Lynwood          |
| 2) City of Bell                  | 21) City of Maywood          |
| 3) City of Bell Gardens          | 22) City of Monrovia         |
| 4) City of Bradbury              | 23) City of Montebello       |
| 5) City of Burbank               | 24) City of Monterey Park    |
| 6) Caltrans                      | 25) City of Paramount        |
| 7) City of Carson                | 26) City of Pasadena         |
| 8) City of Commerce              | 27) City of Pico Rivera      |
| 9) City of Compton               | 28) City of Rosemead         |
| 10) City of Downey               | 29) City of San Fernando     |
| 11) City of Duarte               | 30) City of San Gabriel      |
| 12) City of El Monte             | 31) City of San Marino       |
| 13) City of Glendale             | 32) City of Sierra Madre     |
| 14) City of Hidden Hills         | 33) City of Signal Hill      |
| 15) City of Huntington Park      | 34) City of South El Monte   |
| 16) City of Irwindale            | 35) City of South Gate       |
| 17) City of La Canada Flintridge | 36) City of South Pasadena   |
| 18) City of Long Beach           | 37) City of Vernon           |
| 19) City of Los Angeles          | 38) LA County Unincorporated |

**EXHIBIT D - Estimated Copper WER/Lead Recalculation \$50 Cost Allocations for 36 TMDL Identified Cities, LA County & Caltrans\***

City	Watershed Area		FY 2010-11			FY 2011-12			FY 2012-13			Total Estimated Costs per Agreement Term
	sq miles	Percentage	Apportionment** Base Rate	Invoice Area	Invoice Amount	Apportionment** Base Rate	Invoice Area	Invoice Amount	Apportionment** Base Rate	Invoice Area	Invoice Amount	
Alhambra	7.6	1.22583%			\$0			\$0			\$0	\$0.00
Arcadia	10.93	1.76293%	\$6,936	\$17,721	\$24,658	\$3,853	\$11,339	\$15,192	\$492	\$1,448	\$1,940	\$41,789.43
Bell	2.74	0.44194%	\$6,936	\$4,442	\$11,379	\$3,853	\$2,842	\$6,695	\$492	\$363	\$855	\$18,929.30
Bell Gardens	2.48	0.40001%	\$6,936	\$4,021	\$10,957	\$3,853	\$2,573	\$6,426	\$492	\$329	\$821	\$18,203.58
Bradbury	1.4	0.22581%	\$6,936	\$2,270	\$9,206	\$3,853	\$1,452	\$5,305	\$492	\$186	\$678	\$15,189.06
Burbank	17.35	2.79843%	\$6,936	\$28,130	\$35,067	\$3,853	\$17,999	\$21,852	\$492	\$2,299	\$2,791	\$59,709.10
Caltrans	11.24	1.81293%	\$6,936	\$18,224	\$25,160	\$3,853	\$11,660	\$15,513	\$492	\$1,489	\$1,981	\$42,654.71
Calabasas	5.58	0.90001%			\$0			\$0			\$0	\$0.00
Carson	0.88	0.14194%	\$6,936	\$1,427	\$8,363	\$3,853	\$913	\$4,766	\$492	\$117	\$809	\$13,737.62
Commerce	6.56	1.05808%	\$6,936	\$10,636	\$17,572	\$3,853	\$6,805	\$10,658	\$492	\$869	\$1,361	\$29,591.78
Compton	8.6	1.38712%	\$6,936	\$13,944	\$20,880	\$3,853	\$8,922	\$12,774	\$492	\$1,140	\$1,632	\$35,285.88
Cudahy	1.12	0.18065%			\$0			\$0			\$0	\$0.00
Downey	5.66	0.91292%	\$6,936	\$9,177	\$16,113	\$3,853	\$5,872	\$9,725	\$492	\$750	\$1,242	\$27,079.67
Duarte	2.3	0.37097%	\$6,936	\$3,729	\$10,665	\$3,853	\$2,386	\$6,239	\$492	\$305	\$797	\$17,701.16
El Monte	6.97	1.12421%	\$6,936	\$11,301	\$18,237	\$3,853	\$7,231	\$11,083	\$492	\$924	\$1,416	\$30,736.18
Glendale	30.62	4.93879%	\$6,936	\$49,645	\$56,582	\$3,853	\$31,765	\$35,618	\$492	\$4,057	\$4,549	\$96,748.66
Hidden Hills	1.57	0.25323%	\$6,936	\$2,546	\$9,482	\$3,853	\$1,629	\$5,482	\$492	\$208	\$700	\$15,663.56
Huntington Park	3.03	0.48872%	\$6,936	\$4,913	\$11,849	\$3,853	\$3,143	\$6,996	\$492	\$401	\$894	\$19,738.75
Irwindale	1.89	0.30484%	\$6,936	\$3,064	\$10,001	\$3,853	\$1,961	\$5,814	\$492	\$250	\$743	\$16,556.76
La Canada Flintridge	8.57	1.38228%	\$6,936	\$13,895	\$20,831	\$3,853	\$8,890	\$12,743	\$492	\$1,136	\$1,628	\$35,202.14
Long Beach	16.66	2.68714%	\$6,936	\$27,012	\$33,948	\$3,853	\$17,283	\$21,136	\$492	\$2,207	\$2,700	\$57,783.15
Los Angeles	281.44	45.39428%	***	***	***	\$3,853	\$213,360	\$217,213	\$492	\$37,291	\$37,783	\$254,996.12
Lynwood	4.85	0.78227%	\$6,936	\$7,864	\$14,800	\$3,853	\$5,031	\$8,884	\$492	\$643	\$1,135	\$24,818.78
Maywood	1.18	0.19033%	\$6,936	\$1,913	\$8,849	\$3,853	\$1,224	\$5,077	\$492	\$156	\$648	\$14,574.99
Monrovia	10.34	1.66777%	\$6,936	\$16,765	\$23,701	\$3,853	\$10,727	\$14,579	\$492	\$1,370	\$1,882	\$40,142.61
Montebello	8.36	1.34841%	\$6,936	\$13,554	\$20,491	\$3,853	\$8,673	\$12,525	\$492	\$1,108	\$1,600	\$34,615.98
Monterey Park	7.66	1.23550%	\$6,936	\$12,419	\$19,356	\$3,853	\$7,946	\$11,799	\$492	\$1,015	\$1,507	\$32,662.13
Paramount	4.34	0.70001%	\$6,936	\$7,037	\$13,973	\$3,853	\$4,502	\$8,355	\$492	\$575	\$1,067	\$23,395.26
Pasadena	22.7	3.66135%	\$6,936	\$36,804	\$43,741	\$3,853	\$23,549	\$27,402	\$492	\$3,008	\$3,500	\$74,642.15
Pico Rivera	3.12	0.50323%	\$6,936	\$5,059	\$11,995	\$3,853	\$3,237	\$7,090	\$492	\$413	\$906	\$19,989.96
Rosemead	5.14	0.82905%	\$6,936	\$8,334	\$15,270	\$3,853	\$5,332	\$9,185	\$492	\$681	\$1,173	\$25,628.24
San Fernando	2.41	0.38872%	\$6,936	\$3,907	\$10,844	\$3,853	\$2,500	\$6,353	\$492	\$319	\$811	\$18,008.19
San Gabriel	4.12	0.66453%	\$6,936	\$6,680	\$13,616	\$3,853	\$4,274	\$8,127	\$492	\$546	\$1,038	\$22,781.19
San Marino	3.76	0.60646%	\$6,936	\$6,096	\$13,033	\$3,853	\$3,901	\$7,753	\$492	\$498	\$990	\$21,776.35
Sierra Madre	2.99	0.48227%	\$6,936	\$4,848	\$11,784	\$3,853	\$3,102	\$6,955	\$492	\$396	\$888	\$19,627.10
Signal Hill	1.13	0.18226%	\$6,936	\$1,832	\$8,768	\$3,853	\$1,172	\$5,025	\$492	\$150	\$642	\$14,435.42
South El Monte	2.09	0.33710%	\$6,936	\$3,389	\$10,325	\$3,853	\$2,168	\$6,021	\$492	\$277	\$769	\$17,115.00
South Gate	7.48	1.20647%	\$6,936	\$12,128	\$19,064	\$3,853	\$7,760	\$11,613	\$492	\$991	\$1,483	\$32,159.70
South Pasadena	3.43	0.55323%	\$6,936	\$5,561	\$12,498	\$3,853	\$3,558	\$7,411	\$492	\$454	\$947	\$20,855.24
Temple City	4.01	0.64678%			\$0			\$0			\$0	\$0.00
Vernon	5.08	0.81937%	\$6,936	\$8,236	\$15,173	\$3,853	\$5,270	\$9,123	\$492	\$673	\$1,165	\$25,460.76
LA County Unincorp	80.61	13.00182%	\$6,936	\$130,696	\$137,633	\$3,853	\$83,624	\$87,476	\$492	\$10,681	\$11,173	\$236,282.00
<b>Total</b>	<b>619.99</b>	<b>100.0000%</b>	<b>\$256,643</b>	<b>\$519,218</b>	<b>\$775,861</b>	<b>\$146,411</b>	<b>\$545,572</b>	<b>\$691,983</b>	<b>\$18,700</b>	<b>\$79,723</b>	<b>\$98,423</b>	<b>\$1,566,267.00</b>

\* Based on total costs of \$2,177,677, which includes administrative, management, and oversight, but no CPI adjustment. WER Development = \$611,400.00  
 \*\* \$500/\$100,000 of annual base costs, with already expended costs front loaded. Estimated Study Cost = \$2,177,667.00

\*\*\* City of Los Angeles is credited \$532,799 in the first year and \$78,601 in the second year, in repayment of \$611,400 WER Development costs