

**IMPLEMENTATION AGREEMENT
BY AND BETWEEN
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
THE CITY OF BELL**

**REGARDING THE OVERSIGHT OF THE PREPARATION OF SPECIAL
SCIENTIFIC STUDIES FOR THE LOS ANGELES RIVER METALS TMDLS**

This Implementation Agreement (“Agreement”) is made and entered into this 4th day of June, 2007 by and between the Gateway Cities Council of Governments, a California joint powers authority (“GCCOG”), and the City of Bell, a California municipal corporation (“City”).

RECITALS

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

WHEREAS, fifteen of the GCCOG’s cities are located in the Los Angeles River watershed and the GCCOG has established effective relationships with the surrounding Councils of Governments; and

WHEREAS, the GCCOG has successfully partnered and entered into implementation agreements in the past with various cities, SCAG, Caltrans and the County of Los Angeles on projects of regional significance; and

WHEREAS, the Los Angeles Regional Water Quality Control Board (“Regional Board”) adopted the Los Angeles River Metals Total Daily Maximum Loads (“TMDLs”) in September of 2005, with the intent of improving water quality in the Los Angeles River and its tributaries; and

WHEREAS, the TMDLs regulate the City and other cities, the County of Los Angeles and Caltrans (“the Regulated Entities”), requiring a high degree of organization and cooperation from the local agencies in the watershed; and

WHEREAS, the TMDLs require a coordinated monitoring plan (“CMP”) that is designed to monitor water quality at several key locations along the Los Angeles River and its tributaries, in addition to targeted monitoring; and

WHEREAS, the TMDLs provide for a series of scientific studies to be completed, including Water Effects Ratio/Biotic Ligand Model, Paired Atmospheric Deposition and Storm Flow Sampling (“Special Studies”) in connection with satisfying the TMDLs; and

WHEREAS, the Special Studies would provide the data necessary to assist the Regional Board in establishing the appropriate water quality standards for metals and to account for loading of atmospheric deposition and natural background metals on the water quality of the Los Angeles River and its tributaries; and

WHEREAS, the CMP and Special Studies require proper management and supervision by scientific experts ("Project Manager"), beyond the resource capabilities of any one of the Regulated Entities; and

WHEREAS, the GCCOG has agreed to enter into an agreement with a Project Manager in order to properly manage the CMP and Special Studies and in order to assist the Regulated Entities in the completion of both; and

WHEREAS, a Steering Committee, consisting of representatives from the Regulated Entities, has been established with the purpose of general oversight of the Special Studies; and

WHEREAS, a Technical Committee, consisting of representatives from the Regulated Entities, will be established with the responsibility for assisting the Project Manager and advising the Steering Committee; and

WHEREAS, the Regulated Entities, including the City, have agreed to share in fully funding the costs of the Project Manager, including those costs incurred by the GCCOG in administering the agreement with the Project Manager.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

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

Section 2. Term. The term of this Agreement shall remain and continue in effect until completion of the Project Manager's Scope of Services which are outlined in Exhibit A attached hereto and made a part of this Agreement by this reference.

Section 3. Assessment for Proportional Costs of the Project Management. The City agrees to provide funds to the GCCOG based on the cost allocation formula set forth in Exhibit B attached hereto and made a part of this Agreement by this reference. The GCCOG will invoice the City upon the execution of this Agreement, based on allocated project management costs, which includes the compensation of the Project Manager and all costs incurred by the GCCOG in the performance of its duties under this Agreement. These costs include, but are not limited to, administrative costs, legal costs, and compensation for staff time.

Section 4. Role of the GCCOG. The GCCOG shall enter into the agreement with the Project Manger; invoice the Regulated Entities based on the cost allocation formula in

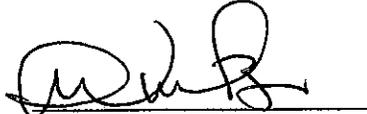
- (i) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and constructed 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and the year first above written.

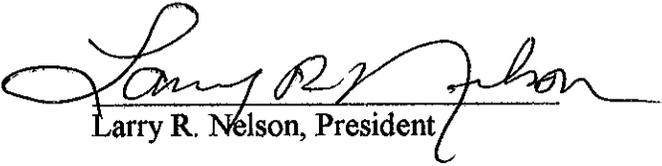
CITY OF BELL


OSCAR HERNANDEZ
MAYOR

ATTEST:


REBECCA VALDEZ
CITY CLERK
CITY OF BELL

GATEWAY CITIES COUNCIL OF
GOVERNMENTS


Larry R. Nelson, President

ATTEST:


Richard Powers, Secretary

EXHIBIT A

SCOPE OF SERVICES

Task 1. Coordination with TMDL monitoring team(s)

The County of Los Angeles Department of Public Works has taken the lead on TMDL monitoring, with input from a technical committee composed of representatives of several cities, the City of Los Angeles and additional entities. The monitoring plan is currently under development. Monitoring will include both ambient monitoring as various locations within the Los Angeles River and its tributaries, and TMDL compliance monitoring, which will be designed to assess progress towards compliance with TMDL concentration-based targets. Both wet and dry weather monitoring will be conducted and will include both single grab samples (for dry weather) and multiple samples per event, or event-mean concentration (EMCs) (for wet weather). Some of these samples will be used for the determination of site specific objections (SSO's) (see also Task 2). The Project Manager will attend regular meetings of the monitoring group, anticipated to occur once monthly, and will review work plans, study design, and sampling results, in order to provide input to the monitoring team and to work toward integration of all study components into a comprehensive report to the Regional Board.

Task 2. Coordination with SSO study team

The City of Los Angeles will take the lead in conducting SSO studies, building off of the SSO study work that is currently being done for copper at several locations in the Los Angeles River by the cities of Los Angeles and Burbank. The purpose of the new study will be to formulate site-specific metals objectives for copper, lead and zinc. This study would likely include saltwater and freshwater monitoring and laboratory analysis for toxicity, sediment, metals, and water quality parameters to be used in evaluating the biotic ligand model (BLM) (including TOC, DOC, total and dissolved metals, pH, major cations, major anions, alkalinity, sulfide, ammonia, DIC, TDS, humic acid, hardness, and conductivity). Although the details of this study are pending, the Project Manager will need to attend regular meetings of the SSO study team, anticipated to meet monthly. The Project Manager will also review work plans, study designs, and sampling and study results. The City of Los Angeles and/or its consultants will conduct all SSO work related to this task. As with Task 1, the Project Manager will be to provide liaison, continuity and consistency between studies.

Task 3. Project management and coordination for the paired atmospheric deposition/watershed runoff study

This study will involve the monitoring of storm water quality and atmospheric deposition in natural, predominantly open space areas of the Los Angeles River watershed. As currently scoped, this study would be separate from the TMDL monitoring and SSO studies, and would involve collection of 8 atmospheric samples (two samples in each of

the four seasons) in each of 4 predominantly open space watersheds. The Project Manager will develop a work plan for this study, assist in the preparation of a Request for Proposal (RFP), assist in the evaluation of the proposals and consultant selection, and provide technical project management over the course of the project.

Task 4. Coordination of Technical Committee (TC) efforts

The Project Manager will assist in identifying participants for a TC to oversee all study efforts and assist the TC in its responsibilities. The TC will meet periodically to evaluate the work plans for all projects and would meet while the studies are underway. The TC would reconvene to review the study results and a final work product.

Task 5. Coordination of Steering Committee (SC) efforts, final report and meetings with regulatory agencies

The Project Manager will meet periodically with the SC. At the SC's direction, the project manager will prepare a final, comprehensive report detailing results from the monitoring, the SSO studies, and the paired atmospheric deposition/storm flow studies. The project manager will also assist with meetings with the Regional Board, State Board, and/or EPA, and with testimony regarding the TMDL.

Budget Estimate

The estimated total budget for project management is \$338,700 over a three-year period. This budget should be considered preliminary and may be refined as the scope of work outlined above is defined more clearly. The TC and the SC will work with the GCCOG in finalization of the contract with the Project Manager, including refining the above tasks as necessary, specifying any additional work that is subject to time and expense basis and agreeing to the schedule of hourly billing rates for any additional work.

EXHIBIT B**LOS ANGELES RIVER METALS TMDL SPECIAL STUDIES**
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	0.012401279	500	992.10	1,492.10
Arcadia	10.93	0.017834998	500	1,426.80	1,926.80
Bell	2.74	0.004470988	500	357.68	857.68
Bell Gardens	2.48	0.004046733	500	323.74	823.74
Bradbury	1.4	0.002284446	500	182.76	682.76
Burbank	17.35	0.028310815	500	2,264.87	2,764.87
Caltrans	11.24	0.018340839	500	1,467.27	1,967.27
Carson	0.88	0.001435938	500	114.88	614.88
Commerce	6.56	0.010704262	500	856.34	1,356.34
Compton	8.6	0.014033027	500	1,122.64	1,622.64
Cudahy	1.12	0.001827557	500	146.20	646.20
Downey	5.66	0.00923569	500	738.86	1,238.86
Duarte	2.3	0.003753019	500	300.24	800.24
El Monte	6.97	0.011373279	500	909.86	1,409.86
Glendale	30.62	0.049964102	500	3,997.13	4,497.13
Huntington Park	3.03	0.004944194	500	395.54	895.54
Irwindale	1.89	0.003084002	500	246.72	746.72
La Canada Flintridge	8.57	0.013984074	500	1,118.73	1,618.73
Long Beach	16.66	0.02718491	500	2,174.79	2,674.79
Los Angeles	281.44	0.459238953	500	36,739.12	37,239.12
Lynwood	4.85	0.007913974	500	633.12	1,133.12
Maywood	1.18	0.001925462	500	154.04	654.04
Monrovia	10.34	0.016872267	500	1,349.78	1,849.78
Montebello	8.36	0.013641407	500	1,091.31	1,591.31
Monterey Park	7.66	0.012499184	500	999.93	1,499.93
Paramount	4.34	0.007081783	500	566.54	1,066.54
Pasadena	22.7	0.037040663	500	2,963.25	3,463.25
Pico Rivera	3.12	0.005091051	500	407.28	907.28
Rosemead	5.14	0.008387181	500	670.97	1,170.97
San Fernando	2.41	0.003932511	500	314.60	814.60
San Gabriel	4.12	0.006722799	500	537.82	1,037.82
San Marino	3.76	0.00613537	500	490.83	990.83
Sierra Madre	2.99	0.004878924	500	390.31	890.31
Signal Hill	1.13	0.001843874	500	147.51	647.51
South El Monte	2.09	0.003410352	500	272.83	772.83
South Gate	7.48	0.01220547	500	976.44	1,476.44
South Pasadena	3.43	0.005596893	500	447.75	947.75
Temple City	4.01	0.006543307	500	523.46	1,023.46
Vernon	5.08	0.008289276	500	663.14	1,163.14
Unincorporated Areas	80.61	0.131535148	500	10,522.81	11,022.81
	612.84	1	20.000	80.000	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 study costs. This base rate ensures a minimum contribution from each Regulated Entity, resulting in a total base of \$20,000. The allocation based on square miles is \$100,000 minus the base of \$20,000 (\$80,000) 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/\$100,000), plus the Regulated Entity's allocation based on square miles.