



City Council Staff Report

Date: July 3, 2012 CONSENT CALENDAR

Subject: APPROVAL OF FIRST AMENDMENT TO NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER DISCHARGE PERMIT IMPLEMENTATION AGREEMENT

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

In 2008, the City adopted an Implementation Agreement that fulfills the requirements of the five-year National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit. The purpose of the MS4 Permit is to regulate discharges of urban runoff into city streets, channels, and piping systems which are a part of the City's storm drainage system. The current Implementation Agreement expired when the 2013 MS4 Permit was approved at the California Regional Water Quality Control Board (RWQC) meeting on June 20, 2013.

Although approved, implementation cannot occur until the Executive Officer of the California Regional Water Quality Control Board of the Colorado River Basin Region has approved the revised versions of the Storm Water Management Plan (SWMP), the Water Quality Management Plan (WQMP) and, possibly, the Best Management Practice Handbook for the Whitewater River Region. This should occur within 12 months. Until the 2013 MS4 Permit is finalized, the 2008 MS4 Permit will remain in effect until final approval of the 2013 MS4 Permit.

To maintain coverage, the County has requested that all agencies execute a one-year amendment to the Implementation Agreement. When the new permit requirements are finalized, the County will be requesting that all agencies execute a second amendment with a four-year term.

RECOMMENDATION:

- 1) Approve the First Amendment to the National Pollutant Discharge Elimination System Stormwater Discharge Permit Implementation Agreement.
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The following is a list of programs that are implemented through the Agreement:

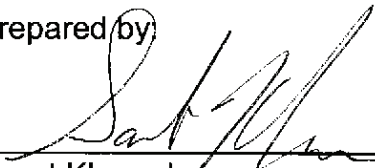
- 1) Compliance Assistance Program – all commercial and industrial facilities are inspected.
- 2) Hazardous Material Clean-up – provides for the response to and clean-up of this public health and safety item.
- 3) Water Quality Monitoring Program – provides water quality monitoring, testing and chemical analysis for the region.
- 4) Public Education/Outreach – conducts outreach by providing booths at festivals, conducting school presentations, business presentations, partnering with other agencies, and developing and distributing materials to the Coachella Valley residents and businesses.
- 5) Household Hazardous Waste (HHW) – funds the permanent HHW facility in Palm Springs, and the annual periodic HHW collection events throughout the Coachella Valley.
- 6) Semi-annual Water Quality Training – trains the staff who will implement all aspects of the MS4 Permit.
- 7) General Permit Compliance Activities – through cost sharing, the agencies provide funding to develop, revise and submit MS4 Permit compliance documentation, including: annual reports, Reports of Waste Discharge (when necessary), a region-wide Water Quality Management Plan, the Storm Water Management Plan, and NPDES Permit development.

FISCAL IMPACT:

The County estimates that implementing the MS4 Permit will cost the City \$72,600; this amount is included in the Fiscal Year 2013/2014 Budget in the following accounts: 124-4242-43200 and 124-4242-48400. If the requirements of the proposed MS4 Permit exceed this budget, staff will request a mid-year budget adjustment.


SUBMITTED:

Prepared by:



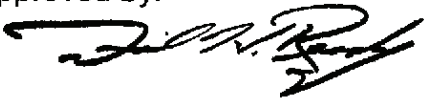
Savat Khamphou
Assistant Director of Public Works

Recommended by:



David J. Barakian
Director of Public Works/City Engineer

Approved by:



David H. Ready, City Manager

ATTACHMENTS:

1. First Amendment to NPDES Stormwater Discharge Permit Implementation Agreement

1 FIRST AMENDMENT TO AGREEMENT
2 National Pollutant Discharge Elimination System
3 Stormwater Discharge Permit
4 Implementation Agreement
5 (California Regional Water Quality Control Board –
6 Colorado River Basin Region)

7 This First Amendment ("First Amendment") to the agreement ("Agreement") entered
8 into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER
9 CONSERVATION DISTRICT ("DISTRICT"), the COUNTY OF RIVERSIDE ("COUNTY"), the
10 COACHELLA VALLEY WATER DISTRICT ("CVWD"), and the CITIES of BANNING,
11 CATHEDRAL CITY, COACHELLA, DESERT HOT SPRINGS, INDIAN WELLS, INDIO, LA
12 QUINTA, PALM DESERT, PALM SPRINGS and RANCHO MIRAGE ("CITIES") (individually,
13 "PARTY" and collectively, "PARTIES") to establish the responsibilities of each PARTY
14 concerning compliance with the National Pollutant Discharge Elimination System ("NPDES")
15 Municipal Separate Storm Sewer System (MS4) Permit issued by the California Regional Water
16 Quality Control Board - Colorado River Basin Region (CRWQCB-CRB) pursuant to Order No. R7-
17 2008-0001 and Order No. 01-077, is entered into by and between the PARTIES with respect to the
18 following:

18 RECITALS

19 A. WHEREAS, the CRWQCB-CRB is preparing an NPDES permit to replace
20 Order No. R7-2008-0001, which is scheduled to be adopted by the CRWQCB-CRB on or about
21 June 20, 2013 as Order No. R7-2013-0011 or such other numbered order as the CRWQCB-CRB
22 may adopt ("Order No. R7-2013-0011"); and

23 B. WHEREAS, the PARTIES wish to amend the Agreement to allow it to govern
24 the responsibilities of the PARTIES under Order No. R7-2008-0001, for as long as Order No. R7-
25 2008-0001 is effective, and under R7-2013-0011, at such time as Order No. R7-2013-0011 is
26 effective; and

1 C. WHEREAS, the Agreement provides in Section 9 that it may be amended by
2 consent of all PARTIES, provided it is in writing and duly signed by the authorized representatives
3 of all PARTIES.

4 NOW, THEREFORE, the PARTIES hereto do mutually agree as follows:

5 1. Section 1 of the Agreement is deleted in its entirety and replaced by the
6 following:

7 "NPDES Permit. A true and correct copy of the existing NPDES permit issued
8 to the Parties to the Agreement pursuant to Order No. R7-2008-0001 is attached to this Agreement
9 as Exhibit A and is hereby incorporated by reference in its entirety and made a part of this
10 Agreement. Order No. R7-2008-0001 is intended to be replaced by a new order, referred to
11 hereinafter as "Order No. R7-2013-0011". This Agreement shall also apply to Order No. R7-2013-
12 0011, the contents of which shall be incorporated by reference in its entirety and made a part of this
13 Agreement upon the effective date of Order No. R7-2013-0011. For the purpose of implementing
14 this Agreement, the term "NPDES Permit" shall mean and refer to Order No. R7-2008-0001 during
15 the time that Order No. R7-2008-0001 is effective, and shall mean and refer to Order No. R7-2013-
16 0011 at such time as Order No. R7-2013-0011 is effective."

17 2. Section 3.B. of the Agreement is deleted in its entirety and replaced by the
18 following:

19 "Monitoring Program. DISTRICT and CVWD shall perform or coordinate
20 monitoring of surface water and urban runoff in accordance with the provisions of the NPDES
21 Permit Monitoring and Reporting Program contained therein, with the exception of monitoring
22 performed pursuant to the CITY OF COACHELLA'S Quality Assurance Project Plan and
23 Monitoring Plan ("QAPPMP") to address the bacterial indicator Total Maximum Daily Load for the
24 Coachella Valley Stormwater Channel ("CVSC TMDL"). The location of NPDES Permit sampling
25 sites not part of the CVSC TMDL monitoring program ("Sites") shall be determined by DISTRICT
26 and CVWD, subject to approval by CRWQCB-CRB. More specifically:

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- A. The CITY OF COACHELLA shall be solely responsible for all duties and costs associated with monitoring, analysis and reporting performed pursuant to its QAPPMP and shall be responsible, along with any other Party to this Agreement which may hereafter be named as a responsible party under the CVSC TMDL, to otherwise comply with monitoring requirements under the CVSC TMDL.
- B. DISTRICT and CVWD shall perform NPDES Permit monitoring for all Sites located within the respective limits of their jurisdictions. DISTRICT and CVWD may implement alternative approaches to sample collection, including use of consultants, reassigning Sites between the agencies, or other alternative approaches that may ensure improved permit compliance. Said alternative approaches may be implemented upon the mutual agreement of CVWD and DISTRICT.
- C. DISTRICT shall reimburse CVWD for all of its costs associated with sample collection and laboratory analysis.
- D. DISTRICT shall be reimbursed by CVWD, COUNTY and CITIES for the costs of its performance of the requirements of this Section, in accordance with the cost sharing provisions set forth in Section 4 of this Agreement."

3. Section 3.E of the Agreement is deleted in its entirety and replaced by the following:

"Desert Task Force. Each Permittee shall designate staff representatives to the Desert Task Force in writing to DISTRICT. The Desert Task Force shall be responsible for coordinating regional NPDES Permit and Monitoring and Reporting Program compliance activities, including related communications with CRWQCB-CRB, updates to this Implementation Agreement and other compliance orders issued by CRWQCB-CRB affecting the NPDES Permit, NPDES MS4 Monitoring and Reporting Program and/or the Whitewater River Watershed Municipal Stormwater

1 Program Stormwater Management Plan. In addition, the Desert Task Force, or sub-committees
2 thereof, shall be the forum for distribution, discussion and decision-making of items related to
3 agreements and consultant selection related to regional compliance with the NPDES Permit."

4 4. New Section 3.J. is added to the Agreement, to read as follows:

5 "J. Notwithstanding any other provision of this Agreement, all costs, duties and
6 responsibilities associated with compliance with the CVSC TMDL, including without limitation, the
7 costs for implementing the QAPPMP and all monitoring, analysis, report preparation and other
8 tasks required for compliance with the CVSC TMDL, shall be the sole responsibility of the CITY
9 OF COACHELLA and/or, as appropriate, any other PARTY to this Agreement which may hereafter
10 be added as a responsible party under the CVSC TMDL, and shall not be a shared cost under
11 Section 4 of the Agreement or be the responsibility of any other PARTY to the Agreement."

12 5. Section 5 of the Agreement is deleted in its entirety and replaced by the
13 following:

14 "Term of the Agreement. The term of this Agreement shall commence on the
15 date the last duly authorized representative of DISTRICT, COUNTY, CVWD or CITIES executes
16 it. The Agreement shall remain in effect until the earlier of one (1) year after the effective date of
17 Order No. R7-2013-0011 or the date this Agreement is replaced by a new agreement covering
18 implementation of Order No. R7-2013-0011."

19 6. Section 14 of the Agreement is deleted in its entirety and replaced by the
20 following:

21 "Applicability of Prior Agreements. This Agreement, the First Amendment and
22 the exhibits attached thereto constitute the entire agreement between the PARTIES to the
23 Agreement with respect to the subject matter thereof; all prior agreements, representations,
24 statements, negotiations and undertakings concerning implementation of the NPDES Permit within
25 the limits of CRWQCB-CRB's jurisdictional area are superseded hereby."

26 7. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with
27 Exhibit A attached to this First Amendment and incorporated herein by reference.

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8. Except as amended herein, all other provisions of the Agreement remain in full force and effect.

9. This First Amendment shall be effective upon the date the last duly authorized representative of the PARTIES executes it and shall become effective only when fully executed by each PARTY.

10. This First Amendment may be executed and delivered in any number of copies (counterparts) by the PARTIES. When each PARTY has signed and delivered at least one counterpart to the other PARTIES, each counterpart shall be deemed an original and, taken together, shall constitute one and the same First Amendment, which shall be binding and effective as to the PARTIES.

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IN WITNESS WHEREOF, the PARTIES have caused this First Amendment to be executed as of the date the last duly authorized representative executes it.

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

By: _____
MARION ASHLEY, Chairman
Board of Supervisors, Riverside County
Flood Control and Water Conservation
District

Dated: _____

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk to the Board

By: Karin Watts-Bazan
Karin Watts-Bazan, Deputy

By: _____
Deputy

Dated: May 28, 2013

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By: _____
JAY ORR
County Executive Officer

By: _____
JOHN J. BENOIT, Chairman
Board of Supervisors, County of Riverside
Fourth District

Dated: _____

ATTEST:

KECIA HARPER-IHEM
Clerk to the Board

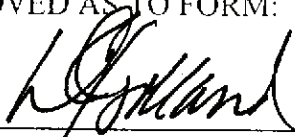
By: _____
Deputy

(SEAL)

SEB:cw:bjp
P8/153401

1 APPROVED AS TO FORM:

CITY OF PALM SPRINGS

2 By: 
3 City Attorney

By: _____
City Manager

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5 ATTEST:

6 By: _____
7 City Clerk

Dated: _____

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