

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

309



FROM: Economic Development Agency

SUBMITTAL DATE:
June 28, 2011

SUBJECT: Administrative Service Agreements between the County of Riverside and Participating Cities

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman of the Board to execute the attached Administrative Service Agreements for County Service Area 152 National Pollutant Discharge Elimination System (CSA 152) between the County of Riverside and participating cities.

BACKGROUND: In 1987, Congress added Section 402(p) to the Federal Clean Water Act (CWA) requiring certain municipalities to obtain a National Pollutant Discharge Elimination System (NPDES) Permit before discharging storm water into the waters of the United States. In order to finance a portion of the programs created to meet this requirement, the county formed County Service Area 152 National Pollutant Discharge Elimination System (CSA 152).

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY *Jennifer L. Sargent*
County Executive Office Signature Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL
BY *Larisa R-Mckenna* 6/28/11
LARISA R-MCKENNA
Departmental Concurrence

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: N/A | District: ALL | Agenda Number: **3.18**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

In 1992, the county formally annexed the Cities of Corona and Riverside into CSA 152 for administrative purposes. The county subsequently annexed the Cities of Desert Hot Springs, La Quinta, Moreno Valley, Murrieta, Norco, Palm Springs, and Rancho Mirage in 1993, followed by Lake Elsinore and San Jacinto in 1994. Memorandums of Understanding (MOU) regarding Administrative Services were implemented with each city upon annexation. The county has deemed it necessary to replace these MOUs with Administrative Service Agreements to reflect the current status of the program and meet current county standards regarding such service. Staff recommends approval of the attached Administrative Service Agreements.

1 **ADMINISTRATIVE SERVICES AGREEMENT**
2 **FOR CSA 152 NPDES PROGRAM**
3 **BETWEEN**
4 **RIVERSIDE COUNTY AND CITY OF PALM SPRINGS**
5

6 This Agreement, entered into as of this _____ day of _____ 2011 by the
7 COUNTY OF RIVERSIDE, hereinafter called "COUNTY," and the CITY OF PALM
8 SPRINGS, hereinafter called "CITY," establishes the responsibilities and obligations of
9 each party concerning the management and financing of COUNTY SERVICE AREA
10 152 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES),
11 hereinafter called "CSA 152."

12 **RECITALS**

13 **WHEREAS**, Congress in 1987, added Section 402(p) to the Federal Clean Water
14 Act (CWA) [33 U.S.C. 1342(p)]; and,

15 **WHEREAS**, Section 402(p) requires certain municipalities, construction, and
16 industrial facilities to obtain a National Pollutant Discharge Elimination System (NPDES)
17 Permit before discharging stormwater into the waters of the United States; and,

18 **WHEREAS**, COUNTY and CITY have obtained or will obtain a municipal NPDES
19 Permit for each of the three watersheds of the County; and,

20 **WHEREAS**, COUNTY has formed CSA 152 to finance a portion of its programs
21 and obligations associated with the municipal NPDES Permits and individual General
22 NPDES Permits; and,

23 **WHEREAS**, cooperation between COUNTY and CITY in the administration and
24 implementation of the NPDES Permits is in the best interests of COUNTY and CITY;
25 and,

26 **WHEREAS**, CITY was formally annexed into CSA 152 by COUNTY Resolution
27 No. 93-454 on December 21, 1993; and,

28 ///

1 **WHEREAS**, COUNTY and CITY are to perform certain duties prescribed in this
2 Agreement that will benefit all parties;

3 **NOW, THEREFORE**, the parties hereto do mutually agree as follows:

4 1. **DELEGATION OF RESPONSIBILITIES**. The responsibilities of each party shall
5 be as follows:

6 a. CITY shall assume the responsibilities and meet the requirements of CSA
7 152 Administration for CITY by:

- 8 i. Providing additions to previous year's tax roll (if any) to be placed
9 on the upcoming fiscal year tax roll.
- 10 ii. Providing agenda item approving Benefit Assessment Unit (BAU)
11 Levy and CITY CSA 152 budget for each fiscal year.
- 12 iii. Notify COUNTY of any changes to Tax Rate Area of individual
13 parcels to be placed on Tax Roll.
- 14 iv. Research parcels that were rejected from list of Assessor Parcel
15 Numbers (APNs) submitted to County.
- 16 v. Notify COUNTY of any corrections to rejected parcels to be placed
17 on Tax Roll prior to Auditor Controllers deadline for submittal of
18 APNs.
- 19 vi. Submit to COUNTY requests for reimbursement of actual
20 expenditures incurred under provision of approved CITY CSA 152
21 budget.

22 b. COUNTY shall assume the responsibilities and meet the requirements of
23 CSA 152 Administration for COUNTY and CITY by:

- 24 i. Forwarding of APNs received from CITY to Auditor Controller to be
25 placed on Tax Roll.
- 26 ii. Notify CITY of any rejected parcels.
- 27 iii. Forward CITY corrections of rejected parcels to Auditor Controller.

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- iv. Provide spreadsheet of CSA 152 assessments placed on tax roll and Fiscal Year financial summary.
- v. Collect assessment for CSA 152 on behalf of CITY.
- vi. Reimburse CITY for actual expenditures incurred under provision of approved CITY CSA 152 budget.

2. **FEES AND PAYMENT.** COUNTY shall administer CSA 152 for the benefit of COUNTY and CITY. COUNTY shall charge six (6%) percent of new CITY CSA 152 annual revenue for Administration.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date the last duly authorized representative of COUNTY or CITY executes it. The term of the Agreement shall be five (5) years.

4. **WITHDRAWAL FROM AGREEMENT.** Either Party may terminate this Agreement thirty (30) days after submitting written notice to other party. In the event termination becomes effective, termination shall constitute forfeiture by the terminating Party of its share of costs and administrative fees paid as described in Section 2 of this Agreement up to the effective date of termination. The terminating Party shall be responsible for all lawfully assessed penalties as a consequence of termination.

5. **AMENDMENTS TO THE AGREEMENT.** This Agreement may be amended by mutual consent of the parties to the Agreement. No amendment to this Agreement shall be effective unless it is in writing and signed by the duly authorized representatives of the parties.

6. **GOVERNING LAW.** This Agreement will be governed and construed in accordance with laws of the United States and the State of California. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired hereby.

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7. **CONSENT TO BREACH NOT A WAIVER.** No term or provision hereof shall be deemed waived and no breach excused, unless such a waiver or consent is in writing and signed by the Party so waiving or consenting. Any consent by any Party to, or waiver of, a breach by the other Party, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

8. **APPLICABILITY OF PRIOR AGREEMENTS.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter; all CSA 152 prior agreement, representations, statement, negotiations, and understandings are superseded hereby.

9. **HOLD HARMLESS.** Each Party shall indemnify and hold harmless the other party from liability or damages resulting from its own acts or omissions including those of its officers or employees in the performance of this Agreement.

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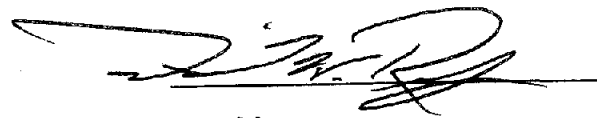
1 IN WITNESS WHEREOF, this Agreement has been executed as of the day and year
2 first above written.

3
4 COUNTY OF RIVERSIDE,

CITY OF PALM SPRINGS

5 On behalf of CSA 152

6
7 _____



8 Chairman, Board of Supervisors

City Manager

9
10 Approved as to Form

Approved as to Form

11 County Counsel

City Attorney

12
13
14 BY *Shirley R. Wood*

15
16 BY *K. J. Holland*

17 ATTEST:
18 Clerk of the Board

ATTEST:
City Clerk

19
20 BY _____

21 BY *James Thompson*
04/25/2011

APPROVED BY CITY COUNCIL

10.6.10 *JK* *AB007*

1 **WHEREAS**, COUNTY and CITY are to perform certain duties prescribed in this
2 Agreement that will benefit all parties;

3 **NOW, THEREFORE**, the parties hereto do mutually agree as follows:

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5 be as follows:

6 a. CITY shall assume the responsibilities and meet the requirements of CSA
7 152 Administration for CITY by:

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9 on the upcoming fiscal year tax roll.
- 10 ii. Providing agenda item approving Benefit Assessment Unit (BAU)
11 Levy and CITY CSA 152 budget for each fiscal year.
- 12 iii. Notify COUNTY of any changes to Tax Rate Area of individual
13 parcels to be placed on Tax Roll.
- 14 iv. Research parcels that were rejected from list of Assessor Parcel
15 Numbers (APNs) submitted to County.
- 16 v. Notify COUNTY of any corrections to rejected parcels to be placed
17 on Tax Roll prior to Auditor Controllers deadline for submittal of
18 APNs.
- 19 vi. Submit to COUNTY requests for reimbursement of actual
20 expenditures incurred under provision of approved CITY CSA 152
21 budget.

22 b. COUNTY shall assume the responsibilities and meet the requirements of
23 CSA 152 Administration for COUNTY and CITY by:

- 24 i. Forwarding of APNs received from CITY to Auditor Controller to be
25 placed on Tax Roll.
- 26 ii. Notify CITY of any rejected parcels.
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- 1 iv. Provide spreadsheet of CSA 152 assessments placed on tax roll
2 and Fiscal Year financial summary.
3 v. Collect assessment for CSA 152 on behalf of CITY.
4 vi. Reimburse CITY for actual expenditures incurred under provision of
5 approved CITY CSA 152 budget.

6 2. **FEES AND PAYMENT.** COUNTY shall administer CSA 152 for the benefit of
7 COUNTY and CITY. COUNTY shall charge six (6%) percent of new CITY CSA
8 152 annual revenue for Administration.

9 3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the
10 date the last duly authorized representative of COUNTY or CITY executes it.
11 The term of the Agreement shall be five (5) years.

12 4. **WITHDRAWAL FROM AGREEMENT.** Either Party may terminate this
13 Agreement thirty (30) days after submitting written notice to other party. In the
14 event termination becomes effective, termination shall constitute forfeiture by the
15 terminating Party of its share of costs and administrative fees paid as described
16 in Section 2 of this Agreement up to the effective date of termination. The
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18 consequence of termination.

19 5. **AMENDMENTS TO THE AGREEMENT.** This Agreement may be amended by
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21 Agreement shall be effective unless it is in writing and signed by the duly
22 authorized representatives of the parties.

23 6. **GOVERNING LAW.** This Agreement will be governed and construed in
24 accordance with laws of the United States and the State of California. If any
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26 unenforceable, the validity, legality, and enforceability of the remaining provisions
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8. **APPLICABILITY OF PRIOR AGREEMENTS.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter; all CSA 152 prior agreement, representations, statement, negotiations, and understandings are superseded hereby.

9. **HOLD HARMLESS.** Each Party shall indemnify and hold harmless the other party from liability or damages resulting from its own acts or omissions including those of its officers or employees in the performance of this Agreement.

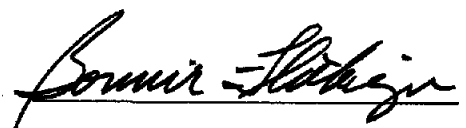
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1 IN WITNESS WHEREOF, this Agreement has been executed as of the day and year
2 first above written.

3
4 COUNTY OF RIVERSIDE,
5 On behalf of CSA 152

CITY OF MORENO VALLEY

6
7 _____
8 Chairman, Board of Supervisors



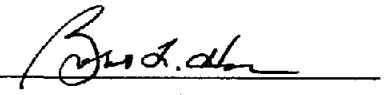
~~City Manager~~
MAYOR

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10 Approved as to Form
11 County Counsel

Approved as to Form
City Attorney

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14 BY 

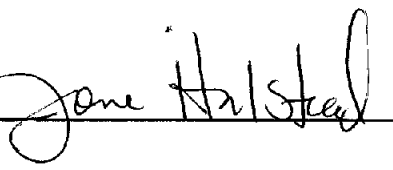
Larisa R-McKenna

BY 

15
16 ATTEST:
17 Clerk of the Board

ATTEST:
City Clerk

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20 BY _____

BY 

1 **ADMINISTRATIVE SERVICES AGREEMENT**
2 **FOR CSA 152 NPDES PROGRAM**
3 **BETWEEN**
4 **RIVERSIDE COUNTY AND CITY OF NORCO**
5

6 This Agreement, entered into as of this _____ day of _____ 2011 by the
7 COUNTY OF RIVERSIDE, hereinafter called "COUNTY," and the CITY OF NORCO,
8 hereinafter called "CITY," establishes the responsibilities and obligations of each party
9 concerning the management and financing of COUNTY SERVICE AREA 152
10 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES), hereinafter
11 called "CSA 152."

12 **RECITALS**

13 **WHEREAS**, Congress in 1987, added Section 402(p) to the Federal Clean Water
14 Act (CWA) [33 U.S.C. 1342(p)]; and,

15 **WHEREAS**, Section 402(p) requires certain municipalities, construction, and
16 industrial facilities to obtain a National Pollutant Discharge Elimination System (NPDES)
17 Permit before discharging stormwater into the waters of the United States; and,

18 **WHEREAS**, COUNTY and CITY have obtained or will obtain a municipal NPDES
19 Permit for each of the three watersheds of the County; and,

20 **WHEREAS**, COUNTY has formed CSA 152 to finance a portion of its programs
21 and obligations associated with the municipal NPDES Permits and individual General
22 NPDES Permits; and,

23 **WHEREAS**, cooperation between COUNTY and CITY in the administration and
24 implementation of the NPDES Permits is in the best interests of COUNTY and CITY;
25 and,

26 **WHEREAS**, CITY was formally annexed into CSA 152 by COUNTY Resolution
27 No. 93-454 on December 21, 1993; and,

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1 **WHEREAS**, COUNTY and CITY are to perform certain duties prescribed in this
2 Agreement that will benefit all parties;

3 **NOW, THEREFORE**, the parties hereto do mutually agree as follows:

4 1. **DELEGATION OF RESPONSIBILITIES**. The responsibilities of each party shall
5 be as follows:

6 a. CITY shall assume the responsibilities and meet the requirements of CSA
7 152 Administration for CITY by:

- 8 i. Providing additions to previous year's tax roll (if any) to be placed
9 on the upcoming fiscal year tax roll.
- 10 ii. Providing agenda item approving Benefit Assessment Unit (BAU)
11 Levy and CITY CSA 152 budget for each fiscal year.
- 12 iii. Notify COUNTY of any changes to Tax Rate Area of individual
13 parcels to be placed on Tax Roll.
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15 Numbers (APNs) submitted to County.
- 16 v. Notify COUNTY of any corrections to rejected parcels to be placed
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18 APNs.
- 19 vi. Submit to COUNTY requests for reimbursement of actual
20 expenditures incurred under provision of approved CITY CSA 152
21 budget.

22 b. COUNTY shall assume the responsibilities and meet the requirements of
23 CSA 152 Administration for COUNTY and CITY by:

- 24 i. Forwarding of APNs received from CITY to Auditor Controller to be
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- 27 iii. Forward CITY corrections of rejected parcels to Auditor Controller.

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- 1 iv. Provide spreadsheet of CSA 152 assessments placed on tax roll
2 and Fiscal Year financial summary.
3 v. Collect assessment for CSA 152 on behalf of CITY.
4 vi. Reimburse CITY for actual expenditures incurred under provision of
5 approved CITY CSA 152 budget.

6 2. **FEES AND PAYMENT.** COUNTY shall administer CSA 152 for the benefit of
7 COUNTY and CITY. COUNTY shall charge six (6%) percent of new CITY CSA
8 152 annual revenue for Administration.

9 3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the
10 date the last duly authorized representative of COUNTY or CITY executes it.
11 The term of the Agreement shall be five (5) years.

12 4. **WITHDRAWAL FROM AGREEMENT.** Either Party may terminate this
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9. **HOLD HARMLESS.** Each Party shall indemnify and hold harmless the other party from liability or damages resulting from its own acts or omissions including those of its officers or employees in the performance of this Agreement.

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1 IN WITNESS WHEREOF, this Agreement has been executed as of the day and year
2 first above written.

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COUNTY OF RIVERSIDE,

On behalf of CSA 152

Chairman, Board of Supervisors

Approved as to Form

County Counsel

BY Janice R. McCreary

Janice R. McCreary

ATTEST:

Clerk of the Board

BY _____

CITY OF NORCO

Beth Brown

City Manager

Approved as to Form

City Attorney

BY [Signature]

ATTEST:

City Clerk

BY [Signature]

1 **ADMINISTRATIVE SERVICES AGREEMENT**
2 **FOR CSA 152 NPDES PROGRAM**
3 **BETWEEN**
4 **RIVERSIDE COUNTY AND CITY OF LA QUINTA**

5
6 This Agreement, entered into as of this ____ day of _____ 2011 by the
7 COUNTY OF RIVERSIDE, hereinafter called "COUNTY," and the CITY OF LA QUINTA,
8 hereinafter called "CITY," establishes the responsibilities and obligations of each party
9 concerning the management and financing of COUNTY SERVICE AREA 152
10 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES), hereinafter
11 called "CSA 152."

12 **RECITALS**

13 **WHEREAS**, Congress in 1987, added Section 402(p) to the Federal Clean Water
14 Act (CWA) [33 U.S.C. 1342(p)]; and,

15 **WHEREAS**, Section 402(p) requires certain municipalities, construction, and
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18 **WHEREAS**, COUNTY and CITY have obtained or will obtain a municipal NPDES
19 Permit for each of the three watersheds of the County; and,

20 **WHEREAS**, COUNTY has formed CSA 152 to finance a portion of its programs
21 and obligations associated with the municipal NPDES Permits and individual General
22 NPDES Permits; and,

23 **WHEREAS**, cooperation between COUNTY and CITY in the administration and
24 implementation of the NPDES Permits is in the best interests of COUNTY and CITY;
25 and,

26 **WHEREAS**, CITY was formally annexed into CSA 152 by COUNTY Resolution
27 No. 93-454 on December 21, 1993; and,

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3
4 COUNTY OF RIVERSIDE,

CITY OF LA QUINTA

5 On behalf of CSA 152

6
7 Thomas P. Genovese

8 Chairman, Board of Supervisors

City Manager

9
10 Approved as to Form

Approved as to Form

11 County Counsel

City Attorney

12
13
14 BY Janice R. Wick
15 Janice R. Wick

BY [Signature]

16 ATTEST:
17 Clerk of the Board

ATTEST:
City Clerk

18
19
20 BY _____

BY Thomas J. Montebello

1 **ADMINISTRATIVE SERVICES AGREEMENT**
2 **FOR CSA 152 NPDES PROGRAM**
3 **BETWEEN**
4 **RIVERSIDE COUNTY AND CITY OF RANCHO MIRAGE**

5
6 This Agreement, entered into as of this _____ day of _____ 2011 by the
7 COUNTY OF RIVERSIDE, hereinafter called "COUNTY," and the CITY OF RANCHO
8 MIRAGE, hereinafter called "CITY," establishes the responsibilities and obligations of
9 each party concerning the management and financing of COUNTY SERVICE AREA
10 152 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES),
11 hereinafter called "CSA 152."

12 **RECITALS**

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3 **NOW, THEREFORE**, the parties hereto do mutually agree as follows:

4 1. **DELEGATION OF RESPONSIBILITIES**. The responsibilities of each party shall
5 be as follows:

6 a. CITY shall assume the responsibilities and meet the requirements of CSA
7 152 Administration for CITY by:

- 8 i. Providing additions to previous year's tax roll (if any) to be placed
9 on the upcoming fiscal year tax roll.
- 10 ii. Providing agenda item approving Benefit Assessment Unit (BAU)
11 Levy and CITY CSA 152 budget for each fiscal year.
- 12 iii. Notify COUNTY of any changes to Tax Rate Area of individual
13 parcels to be placed on Tax Roll.
- 14 iv. Research parcels that were rejected from list of Assessor Parcel
15 Numbers (APNs) submitted to County.
- 16 v. Notify COUNTY of any corrections to rejected parcels to be placed
17 on Tax Roll prior to Auditor Controllers deadline for submittal of
18 APNs.
- 19 vi. Submit to COUNTY requests for reimbursement of actual
20 expenditures incurred under provision of approved CITY CSA 152
21 budget.

22 b. COUNTY shall assume the responsibilities and meet the requirements of
23 CSA 152 Administration for COUNTY and CITY by:

- 24 i. Forwarding of APNs received from CITY to Auditor Controller to be
25 placed on Tax Roll.
- 26 ii. Notify CITY of any rejected parcels.
- 27 iii. Forward CITY corrections of rejected parcels to Auditor Controller.

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- iv. Provide spreadsheet of CSA 152 assessments placed on tax roll and Fiscal Year financial summary.
- v. Collect assessment for CSA 152 on behalf of CITY.
- vi. Reimburse CITY for actual expenditures incurred under provision of approved CITY CSA 152 budget.

2. **FEES AND PAYMENT.** COUNTY shall administer CSA 152 for the benefit of COUNTY and CITY. COUNTY shall charge six (6%) percent of new CITY CSA 152 annual revenue for Administration.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date the last duly authorized representative of COUNTY or CITY executes it. The term of the Agreement shall be five (5) years.

4. **WITHDRAWAL FROM AGREEMENT.** Either Party may terminate this Agreement thirty (30) days after submitting written notice to other party. In the event termination becomes effective, termination shall constitute forfeiture by the terminating Party of its share of costs and administrative fees paid as described in Section 2 of this Agreement up to the effective date of termination. The terminating Party shall be responsible for all lawfully assessed penalties as a consequence of termination.

5. **AMENDMENTS TO THE AGREEMENT.** This Agreement may be amended by mutual consent of the parties to the Agreement. No amendment to this Agreement shall be effective unless it is in writing and signed by the duly authorized representatives of the parties.

6. **GOVERNING LAW.** This Agreement will be governed and construed in accordance with laws of the United States and the State of California. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired hereby.

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7. **CONSENT TO BREACH NOT A WAIVER.** No term or provision hereof shall be deemed waived and no breach excused, unless such a waiver or consent is in writing and signed by the Party so waiving or consenting. Any consent by any Party to, or waiver of, a breach by the other Party, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

8. **APPLICABILITY OF PRIOR AGREEMENTS.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter; all CSA 152 prior agreement, representations, statement, negotiations, and understandings are superseded hereby.

9. **HOLD HARMLESS.** Each Party shall indemnify and hold harmless the other party from liability or damages resulting from its own acts or omissions including those of its officers or employees in the performance of this Agreement.

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1 IN WITNESS WHEREOF, this Agreement has been executed as of the day and year
2 first above written.

3
4 COUNTY OF RIVERSIDE,
5 On behalf of CSA 152

CITY OF RANCHO MIRAGE

6
7 _____
8 Chairman, Board of Supervisors


City Manager

9
10 Approved as to Form
11 County Counsel

Approved as to Form
City Attorney

12
13
14 BY Larisa R. McKenna 3/16/11
15 Larisa R. McKenna

BY _____

16 ATTEST:
17 Clerk of the Board

ATTEST:
City Clerk

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20 BY _____

BY _____

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1 **ADMINISTRATIVE SERVICES AGREEMENT**
2 **FOR CSA 152 NPDES PROGRAM**
3 **BETWEEN**
4 **RIVERSIDE COUNTY AND CITY OF MURRIETA**

5
6 This Agreement, entered into as of this _____ day of _____ 2011 by the
7 COUNTY OF RIVERSIDE, hereinafter called "COUNTY," and the CITY OF MURRIETA,
8 hereinafter called "CITY," establishes the responsibilities and obligations of each party
9 concerning the management and financing of COUNTY SERVICE AREA 152
10 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES), hereinafter
11 called "CSA 152."

12 **RECITALS**

13 **WHEREAS**, Congress in 1987, added Section 402(p) to the Federal Clean Water
14 Act (CWA) [33 U.S.C. 1342(p)]; and,

15 **WHEREAS**, Section 402(p) requires certain municipalities, construction, and
16 industrial facilities to obtain a National Pollutant Discharge Elimination System (NPDES)
17 Permit before discharging stormwater into the waters of the United States; and,

18 **WHEREAS**, COUNTY and CITY have obtained or will obtain a municipal NPDES
19 Permit for each of the three watersheds of the County; and,

20 **WHEREAS**, COUNTY has formed CSA 152 to finance a portion of its programs
21 and obligations associated with the municipal NPDES Permits and individual General
22 NPDES Permits; and,

23 **WHEREAS**, cooperation between COUNTY and CITY in the administration and
24 implementation of the NPDES Permits is in the best interests of COUNTY and CITY;
25 and,

26 **WHEREAS**, CITY was formally annexed into CSA 152 by COUNTY Resolution
27 No. 93-454 on December 21, 1993; and,

28 ///

1 **WHEREAS**, COUNTY and CITY are to perform certain duties prescribed in this
2 Agreement that will benefit all parties;

3 **NOW, THEREFORE**, the parties hereto do mutually agree as follows:

4 1. **DELEGATION OF RESPONSIBILITIES**. The responsibilities of each party shall
5 be as follows:

6 a. CITY shall assume the responsibilities and meet the requirements of CSA
7 152 Administration for CITY by:

- 8 i. Providing additions to previous year's tax roll (if any) to be placed
9 on the upcoming fiscal year tax roll.
- 10 ii. Providing agenda item approving Benefit Assessment Unit (BAU)
11 Levy and CITY CSA 152 budget for each fiscal year.
- 12 iii. Notify COUNTY of any changes to Tax Rate Area of individual
13 parcels to be placed on Tax Roll.
- 14 iv. Research parcels that were rejected from list of Assessor Parcel
15 Numbers (APNs) submitted to County.
- 16 v. Notify COUNTY of any corrections to rejected parcels to be placed
17 on Tax Roll prior to Auditor Controllers deadline for submittal of
18 APNs.
- 19 vi. Submit to COUNTY requests for reimbursement of actual
20 expenditures incurred under provision of approved CITY CSA 152
21 budget.

22 b. COUNTY shall assume the responsibilities and meet the requirements of
23 CSA 152 Administration for COUNTY and CITY by:

- 24 i. Forwarding of APNs received from CITY to Auditor Controller to be
25 placed on Tax Roll.
- 26 ii. Notify CITY of any rejected parcels.
- 27 iii. Forward CITY corrections of rejected parcels to Auditor Controller.

28 ///

- iv. Provide spreadsheet of CSA 152 assessments placed on tax roll and Fiscal Year financial summary.
- v. Collect assessment for CSA 152 on behalf of CITY.
- vi. Reimburse CITY for actual expenditures incurred under provision of approved CITY CSA 152 budget.

2. **FEES AND PAYMENT.** COUNTY shall administer CSA 152 for the benefit of COUNTY and CITY. COUNTY shall charge six (6%) percent of new CITY CSA 152 annual revenue for Administration.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date the last duly authorized representative of COUNTY or CITY executes it. The term of the Agreement shall be five (5) years.

4. **WITHDRAWAL FROM AGREEMENT.** Either Party may terminate this Agreement thirty (30) days after submitting written notice to other party. In the event termination becomes effective, termination shall constitute forfeiture by the terminating Party of its share of costs and administrative fees paid as described in Section 2 of this Agreement up to the effective date of termination. The terminating Party shall be responsible for all lawfully assessed penalties as a consequence of termination.

5. **AMENDMENTS TO THE AGREEMENT.** This Agreement may be amended by mutual consent of the parties to the Agreement. No amendment to this Agreement shall be effective unless it is in writing and signed by the duly authorized representatives of the parties.

6. **GOVERNING LAW.** This Agreement will be governed and construed in accordance with laws of the United States and the State of California. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired hereby.

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7. **CONSENT TO BREACH NOT A WAIVER.** No term or provision hereof shall be deemed waived and no breach excused, unless such a waiver or consent is in writing and signed by the Party so waiving or consenting. Any consent by any Party to, or waiver of, a breach by the other Party, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

8. **APPLICABILITY OF PRIOR AGREEMENTS.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter; all CSA 152 prior agreement, representations, statement, negotiations, and understandings are superseded hereby.

9. **HOLD HARMLESS.** Each Party shall indemnify and hold harmless the other party from liability or damages resulting from its own acts or omissions including those of its officers or employees in the performance of this Agreement.

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1 IN WITNESS WHEREOF, this Agreement has been executed as of the day and year
2 first above written.

3
4 COUNTY OF RIVERSIDE,
5 On behalf of CSA 152

CITY OF MURRIETA

6
7 _____
8 Chairman, Board of Supervisors



Mayor

9
10 Approved as to Form
11 County Counsel

Approved as to Form
City Attorney

12
13
14 BY Lorica R. Matson
15 Lorica R. Matson

BY [Handwritten Signature]

16 ATTEST:
17 Clerk of the Board

ATTEST:
City Clerk

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20 BY _____

BY A. Kay Venison
April 5, 2011

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1 **ADMINISTRATIVE SERVICES AGREEMENT**
2 **FOR CSA 152 NPDES PROGRAM**
3 **BETWEEN**
4 **RIVERSIDE COUNTY AND CITY OF RIVERSIDE**

5
6 This Agreement, entered into as of this _____ day of _____ 2011 by the
7 COUNTY OF RIVERSIDE, hereinafter called "COUNTY," and the CITY OF
8 RIVERSIDE, hereinafter called "CITY," establishes the responsibilities and obligations
9 of each party concerning the management and financing of COUNTY SERVICE AREA
10 152 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES),
11 hereinafter called "CSA 152."

12 **RECITALS**

13 **WHEREAS**, Congress in 1987, added Section 402(p) to the Federal Clean Water
14 Act (CWA) [33 U.S.C. 1342(p)]; and,

15 **WHEREAS**, Section 402(p) requires certain municipalities, construction, and
16 industrial facilities to obtain a National Pollutant Discharge Elimination System (NPDES)
17 Permit before discharging stormwater into the waters of the United States; and,

18 **WHEREAS**, COUNTY and CITY have obtained or will obtain a municipal NPDES
19 Permit for each of the three watersheds of the County; and,

20 **WHEREAS**, COUNTY has formed CSA 152 to finance a portion of its programs
21 and obligations associated with the municipal NPDES Permits and individual General
22 NPDES Permits; and,

23 **WHEREAS**, cooperation between COUNTY and CITY in the administration and
24 implementation of the NPDES Permits is in the best interests of COUNTY and CITY;
25 and,

26 **WHEREAS**, CITY was formally annexed into CSA 152 by COUNTY Resolution
27 No. 92-519 on December 1, 1992; and,

28 ///

1 **WHEREAS**, COUNTY and CITY are to perform certain duties prescribed in this
2 Agreement that will benefit all parties;

3 **NOW, THEREFORE**, the parties hereto do mutually agree as follows:

4 1. **DELEGATION OF RESPONSIBILITIES**. The responsibilities of each party shall
5 be as follows:

6 a. CITY shall assume the responsibilities and meet the requirements of CSA
7 152 Administration for CITY by:

- 8 i. Providing additions to previous year's tax roll (if any) to be placed
9 on the upcoming fiscal year tax roll.
- 10 ii. Providing agenda item approving Benefit Assessment Unit (BAU)
11 Levy and CITY CSA 152 budget for each fiscal year.
- 12 iii. Notify COUNTY of any changes to Tax Rate Area of individual
13 parcels to be placed on Tax Roll.
- 14 iv. Research parcels that were rejected from list of Assessor Parcel
15 Numbers (APNs) submitted to County.
- 16 v. Notify COUNTY of any corrections to rejected parcels to be placed
17 on Tax Roll prior to Auditor Controllers deadline for submittal of
18 APNs.
- 19 vi. Submit to COUNTY requests for reimbursement of actual
20 expenditures incurred under provision of approved CITY CSA 152
21 budget.

22 b. COUNTY shall assume the responsibilities and meet the requirements of
23 CSA 152 Administration for COUNTY and CITY by:

- 24 i. Forwarding of APNs received from CITY to Auditor Controller to be
25 placed on Tax Roll.
- 26 ii. Notify CITY of any rejected parcels.
- 27 iii. Forward CITY corrections of rejected parcels to Auditor Controller.

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- 1 iv. Provide spreadsheet of CSA 152 assessments placed on tax roll
2 and Fiscal Year financial summary.
3 v. Collect assessment for CSA 152 on behalf of CITY.
4 vi. Reimburse CITY for actual expenditures incurred under provision of
5 approved CITY CSA 152 budget.

6 **2. FEES AND PAYMENT.** COUNTY shall administer CSA 152 for the benefit of
7 COUNTY and CITY. COUNTY shall charge six (6%) percent of new CITY CSA
8 152 annual revenue for Administration.

9 **3. TERM OF AGREEMENT.** The term of this Agreement shall commence on the
10 date the last duly authorized representative of COUNTY or CITY executes it.
11 The term of the Agreement shall be five (5) years.

12 **4. WITHDRAWAL FROM AGREEMENT.** Either Party may terminate this
13 Agreement thirty (30) days after submitting written notice to other party. In the
14 event termination becomes effective, termination shall constitute forfeiture by the
15 terminating Party of its share of costs and administrative fees paid as described
16 in Section 2 of this Agreement up to the effective date of termination. The
17 terminating Party shall be responsible for all lawfully assessed penalties as a
18 consequence of termination.

19 **5. AMENDMENTS TO THE AGREEMENT.** This Agreement may be amended by
20 mutual consent of the parties to the Agreement. No amendment to this
21 Agreement shall be effective unless it is in writing and signed by the duly
22 authorized representatives of the parties.

23 **6. GOVERNING LAW.** This Agreement will be governed and construed in
24 accordance with laws of the United States and the State of California. If any
25 provision or provisions of this Agreement shall be held to be invalid, illegal, or
26 unenforceable, the validity, legality, and enforceability of the remaining provisions
27 shall not in any way be affected or impaired hereby.

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7. **CONSENT TO BREACH NOT A WAIVER.** No term or provision hereof shall be deemed waived and no breach excused, unless such a waiver or consent is in writing and signed by the Party so waiving or consenting. Any consent by any Party to, or waiver of, a breach by the other Party, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

8. **APPLICABILITY OF PRIOR AGREEMENTS.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter; all CSA 152 prior agreement, representations, statement, negotiations, and understandings are superseded hereby.

9. **HOLD HARMLESS.** Each Party shall indemnify and hold harmless the other party from liability or damages resulting from its own acts or omissions including those of its officers or employees in the performance of this Agreement.

///
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///

1 IN WITNESS WHEREOF, this Agreement has been executed as of the day and year
2 first above written.

3
4 COUNTY OF RIVERSIDE,
5 On behalf of CSA 152

CITY OF RIVERSIDE

6
7 _____
8 Chairman, Board of Supervisors

Bevil J. Graham
City Manager
Date: January 24, 2011

9
10 Approved as to Form
11 County Counsel

Approved as to Form
City Attorney

12
13
14 BY Larisa R. McKenna
15 Larisa R. McKenna

BY [Signature]
Sup. Atty

16 ATTEST:
17 Clerk of the Board

ATTEST:
City Clerk

18
19
20 BY _____

BY [Signature]
Date: January 24, 2011

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1 **WHEREAS**, COUNTY and CITY are to perform certain duties prescribed in this
2 Agreement that will benefit all parties;

3 **NOW, THEREFORE**, the parties hereto do mutually agree as follows:

4 1. **DELEGATION OF RESPONSIBILITIES**. The responsibilities of each party shall
5 be as follows:

6 a. CITY shall assume the responsibilities and meet the requirements of CSA
7 152 Administration for CITY by:

- 8 i. Providing additions to previous year's tax roll (if any) to be placed
9 on the upcoming fiscal year tax roll.
- 10 ii. Providing agenda item approving Benefit Assessment Unit (BAU)
11 Levy and CITY CSA 152 budget for each fiscal year.
- 12 iii. Notify COUNTY of any changes to Tax Rate Area of individual
13 parcels to be placed on Tax Roll.
- 14 iv. Research parcels that were rejected from list of Assessor Parcel
15 Numbers (APNs) submitted to County.
- 16 v. Notify COUNTY of any corrections to rejected parcels to be placed
17 on Tax Roll prior to Auditor Controllers deadline for submittal of
18 APNs.
- 19 vi. Submit to COUNTY requests for reimbursement of actual
20 expenditures incurred under provision of approved CITY CSA 152
21 budget.

22 b. COUNTY shall assume the responsibilities and meet the requirements of
23 CSA 152 Administration for COUNTY and CITY by:

- 24 i. Forwarding of APNs received from CITY to Auditor Controller to be
25 placed on Tax Roll.
- 26 ii. Notify CITY of any rejected parcels.
- 27 iii. Forward CITY corrections of rejected parcels to Auditor Controller.

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- iv. Provide spreadsheet of CSA 152 assessments placed on tax roll and Fiscal Year financial summary.
- v. Collect assessment for CSA 152 on behalf of CITY.
- vi. Reimburse CITY for actual expenditures incurred under provision of approved CITY CSA 152 budget.

2. **FEES AND PAYMENT.** COUNTY shall administer CSA 152 for the benefit of COUNTY and CITY. COUNTY shall charge six (6%) percent of new CITY CSA 152 annual revenue for Administration.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date the last duly authorized representative of COUNTY or CITY executes it. The term of the Agreement shall be five (5) years.

4. **WITHDRAWAL FROM AGREEMENT.** Either Party may terminate this Agreement thirty (30) days after submitting written notice to other party. In the event termination becomes effective, termination shall constitute forfeiture by the terminating Party of its share of costs and administrative fees paid as described in Section 2 of this Agreement up to the effective date of termination. The terminating Party shall be responsible for all lawfully assessed penalties as a consequence of termination.

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9. **HOLD HARMLESS.** Each Party shall indemnify and hold harmless the other party from liability or damages resulting from its own acts or omissions including those of its officers or employees in the performance of this Agreement.

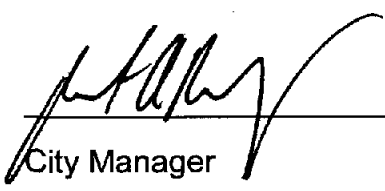
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1 IN WITNESS WHEREOF, this Agreement has been executed as of the day and year
2 first above written.

3
4 COUNTY OF RIVERSIDE,
5 On behalf of CSA 152

CITY OF LAKE ELSINORE

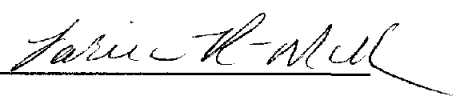
6
7 _____
8 Chairman, Board of Supervisors



City Manager

9
10 Approved as to Form
11 County Counsel

Approved as to Form
City Attorney

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14 BY 
15 Larisa R-McKenna

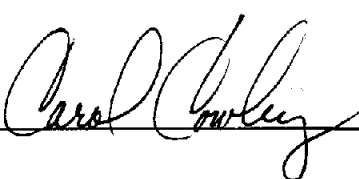
BY 

Barbara Leibold

16 ATTEST:
17 Clerk of the Board

ATTEST:
City Clerk

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20 BY _____

BY 

Carol Crowley

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1 **ADMINISTRATIVE SERVICES AGREEMENT**
2 **FOR CSA 152 NPDES PROGRAM**
3 **BETWEEN**
4 **RIVERSIDE COUNTY AND CITY OF SAN JACINTO**

5
6 This Agreement, entered into as of this ____ day of _____ 2011 by the
7 COUNTY OF RIVERSIDE, hereinafter called "COUNTY," and the CITY OF SAN
8 JACINTO, hereinafter called "CITY," establishes the responsibilities and obligations of
9 each party concerning the management and financing of COUNTY SERVICE AREA
10 152 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES),
11 hereinafter called "CSA 152."

12 **RECITALS**

13 **WHEREAS**, Congress in 1987, added Section 402(p) to the Federal Clean Water
14 Act (CWA) [33 U.S.C. 1342(p)]; and,

15 **WHEREAS**, Section 402(p) requires certain municipalities, construction, and
16 industrial facilities to obtain a National Pollutant Discharge Elimination System (NPDES)
17 Permit before discharging stormwater into the waters of the United States; and,

18 **WHEREAS**, COUNTY and CITY have obtained or will obtain a municipal NPDES
19 Permit for each of the three watersheds of the County; and,

20 **WHEREAS**, COUNTY has formed CSA 152 to finance a portion of its programs
21 and obligations associated with the municipal NPDES Permits and individual General
22 NPDES Permits; and,

23 **WHEREAS**, cooperation between COUNTY and CITY in the administration and
24 implementation of the NPDES Permits is in the best interests of COUNTY and CITY;
25 and,

26 **WHEREAS**, CITY was formally annexed into CSA 152 by COUNTY Resolution
27 No. 94-411 on December 6, 1994; and,

28 ///

1 **WHEREAS**, COUNTY and CITY are to perform certain duties prescribed in this
2 Agreement that will benefit all parties;

3 **NOW, THEREFORE**, the parties hereto do mutually agree as follows:

4 1. **DELEGATION OF RESPONSIBILITIES**. The responsibilities of each party shall
5 be as follows:

6 a. CITY shall assume the responsibilities and meet the requirements of CSA
7 152 Administration for CITY by:

- 8 i. Providing additions to previous year's tax roll (if any) to be placed
9 on the upcoming fiscal year tax roll.
- 10 ii. Providing agenda item approving Benefit Assessment Unit (BAU)
11 Levy and CITY CSA 152 budget for each fiscal year.
- 12 iii. Notify COUNTY of any changes to Tax Rate Area of individual
13 parcels to be placed on Tax Roll.
- 14 iv. Research parcels that were rejected from list of Assessor Parcel
15 Numbers (APNs) submitted to County.
- 16 v. Notify COUNTY of any corrections to rejected parcels to be placed
17 on Tax Roll prior to Auditor Controllers deadline for submittal of
18 APNs.
- 19 vi. Submit to COUNTY requests for reimbursement of actual
20 expenditures incurred under provision of approved CITY CSA 152
21 budget.

22 b. COUNTY shall assume the responsibilities and meet the requirements of
23 CSA 152 Administration for COUNTY and CITY by:

- 24 i. Forwarding of APNs received from CITY to Auditor Controller to be
25 placed on Tax Roll.
- 26 ii. Notify CITY of any rejected parcels.
- 27 iii. Forward CITY corrections of rejected parcels to Auditor Controller.

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- 1 iv. Provide spreadsheet of CSA 152 assessments placed on tax roll
2 and Fiscal Year financial summary.
3 v. Collect assessment for CSA 152 on behalf of CITY.
4 vi. Reimburse CITY for actual expenditures incurred under provision of
5 approved CITY CSA 152 budget.

6 2. **FEES AND PAYMENT.** COUNTY shall administer CSA 152 for the benefit of
7 COUNTY and CITY. COUNTY shall charge six (6%) percent of new CITY CSA
8 152 annual revenue for Administration.

9 3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the
10 date the last duly authorized representative of COUNTY or CITY executes it.
11 The term of the Agreement shall be five (5) years.

12 4. **WITHDRAWAL FROM AGREEMENT.** Either Party may terminate this
13 Agreement thirty (30) days after submitting written notice to other party. In the
14 event termination becomes effective, termination shall constitute forfeiture by the
15 terminating Party of its share of costs and administrative fees paid as described
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22 authorized representatives of the parties.

23 6. **GOVERNING LAW.** This Agreement will be governed and construed in
24 accordance with laws of the United States and the State of California. If any
25 provision or provisions of this Agreement shall be held to be invalid, illegal, or
26 unenforceable, the validity, legality, and enforceability of the remaining provisions
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8. **APPLICABILITY OF PRIOR AGREEMENTS.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter; all CSA 152 prior agreement, representations, statement, negotiations, and understandings are superseded hereby.

9. **HOLD HARMLESS.** Each Party shall indemnify and hold harmless the other party from liability or damages resulting from its own acts or omissions including those of its officers or employees in the performance of this Agreement.

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1 IN WITNESS WHEREOF, this Agreement has been executed as of the day and year
2 first above written.

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COUNTY OF RIVERSIDE,
On behalf of CSA 152

CITY OF SAN JACINTO



Chairman, Board of Supervisors

City Manager

Approved as to Form
County Counsel

Approved as to Form
City Attorney

BY Jarin K-Miller

BY [Signature]

Jarin K-Miller

ATTEST:

ATTEST:

Clerk of the Board

City Clerk

BY _____

BY Jen Catron on behalf of Richard Miller