

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

242



FROM: Economic Development Agency

SUBMITTAL DATE:
July 13, 2016

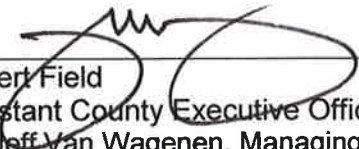
SUBJECT: Administrative Service Agreements between the County of Riverside and Participating Cities, CSA 152 NPDES Program, All Districts, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. 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:
Summary

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).


 Robert Field
 Assistant County Executive Officer/EDA
 By: Jeff Van Wagenen, Managing Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: N/A				Budget Adjustment: No	
				For Fiscal Year: 2016/2017	

C.E.O. RECOMMENDATION:

APPROVE -
 BY: 
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
 BY: 
 MARSHAL L. VICTOR
 DATE: 7/13/16

Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: N/A

District: All

Agenda Number:

3-23

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

Economic Development Agency

FORM 11: Administrative Service Agreements between the County of Riverside and Participating Cities, CSA 152 NPDES Program, All Districts, [\$0]

DATE: July 13, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (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. CSA Administration has been in contract with the 11 participating cities since 1992. By approving this Form 11 CSA Administration will continue contracting with the cities. Staff recommends approval of the attached Administrative Service Agreements.

Impact on Citizens and Businesses

To reduce and control pollution carried by rainfall (or melting snow) which moves over and through the ground, carrying natural and man-made pollutants into lakes, rivers, streams, groundwater, wetlands, estuaries and coastal waters.

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ADMINISTRATIVE SERVICES AGREEMENT
FOR CSA 152 NPDES PROGRAM
BETWEEN
COUNTY OF RIVERSIDE AND CITY OF SAN JANCINTO

The Administrative Services Agreement for CSA 152 NPDES Program ("Agreement"), entered into as of this ____ day of _____ 2016 by the COUNTY OF RIVERSIDE ("COUNTY") and the CITY OF SAN JACINTO ("CITY") (individually "Party" and collectively "Parties") establishes the responsibilities and obligations of each Party concerning the management and financing of COUNTY SERVICE AREA 152 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM ("CSA 152").

RECITALS

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

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

WHEREAS, COUNTY and CITY have obtained or will obtain the appropriate municipal NPDES Permit as applicable for each of the three watersheds of the County of Riverside; and,

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

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

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

WHEREAS, COUNTY and CITY are to perform certain duties prescribed in this Agreement that will benefit all Parties;

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NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. **DELEGATION OF RESPONSIBILITIES.** The responsibilities of each Party shall be as follows:

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

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

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

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

- 1 2. **FEES AND PAYMENT.** COUNTY shall administer CSA 152 for the benefit of COUNTY
2 and CITY. COUNTY shall charge six (6%) percent of new CITY CSA 152 annual
3 revenue for administration.
- 4 3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date the
5 Agreement is approved by the COUNTY. This agreement duration shall be for a period
6 of five (5) years from the date of execution and with two (2) two-year renewal options
7 subject to the written consent of both Parties.
- 8 4. **WITHDRAWAL FROM AGREEMENT.** Either Party may terminate this Agreement thirty
9 (30) days after submitting written notice to the other Party. In the event termination
10 becomes effective, termination shall constitute forfeiture by the terminating Party of its
11 share of costs and administrative fees paid as described in Section 2 of this Agreement
12 up to the effective date of termination. The terminating Party shall be responsible for all
13 lawfully assessed penalties as a consequence of termination.
- 14 5. **AMENDMENTS TO THE AGREEMENT.** This Agreement may be amended by mutual
15 consent of the Parties to the Agreement. No amendment to this Agreement shall be
16 effective unless it is in writing and signed by the duly authorized representatives of the
17 Parties.
- 18 6. **GOVERNING LAW AND SEVERABILITY.** This Agreement will be governed and
19 construed in accordance with laws of the United States and the State of California. Any
20 conflict between the terms of this Agreement and the provisions of such laws and
21 regulations, the latter shall control. If any provision or provisions of this Agreement shall
22 be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of
23 the remaining provisions shall not in any way be affected or impaired hereby.
- 24 7. **CONSENT TO BREACH NOT A WAIVER.** No term or provision hereof shall be deemed
25 waived and no breach excused, unless such a waiver or consent is in writing and signed
26 by the Party so waiving or consenting. Any consent by any Party to, or waiver of, a
27 breach by the other Party, whether expressed or implied, shall not constitute consent to,
28 waiver of, or excuse for any other different or subsequent breach.


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

COUNTY OF RIVERSIDE,
On behalf of CSA 152

CITY OF SAN JACINTO

Chairman, Board of Supervisors



City Manager, Timothy Hults

Approved as to Form
County Counsel

Approved as to Form
City Attorney

BY 

Aaron Gettis

BY 

Jeffery S. Ballinger

ATTEST:
Clerk of the Board

ATTEST:
Interim City Clerk

BY _____

BY 

Peggy Johns

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

The Administrative Services Agreement for CSA 152 NPDES Program ("Agreement"), entered into as of this ____ day of _____ 2016 by the COUNTY OF RIVERSIDE ("COUNTY") and the CITY OF RANCHO MIRAGE ("CITY") (individually "Party" and collectively "Parties") establishes the responsibilities and obligations of each Party concerning the management and financing of COUNTY SERVICE AREA 152 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM ("CSA 152").

RECITALS

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

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

WHEREAS, COUNTY and CITY have obtained or will obtain the appropriate municipal NPDES Permit as applicable for each of the three watersheds of the County of Riverside; and,

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

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

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

WHEREAS, COUNTY and CITY are to perform certain duties prescribed in this Agreement that will benefit all Parties;

1 **NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

2 **1. DELEGATION OF RESPONSIBILITIES.** The responsibilities of each Party shall be as
3 follows:

4 a. CITY shall assume the responsibilities and meet the requirements of CSA 152
5 administration for CITY by:

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

18 b. COUNTY shall assume the responsibilities and meet the requirements of CSA
19 152 administration for COUNTY and CITY by:

- 20 i. Forwarding of APNs received from CITY to Auditor Controller to be
21 placed on Tax Roll.
- 22 ii. Notify CITY of any rejected parcels.
- 23 iii. Forward CITY'S corrections of rejected parcels to Auditor Controller.
- 24 iv. Provide spreadsheet of CSA 152 assessments placed on tax roll and
25 fiscal year financial summary.
- 26 v. Collect assessment for CSA 152 on behalf of CITY.
- 27 vi. Reimburse CITY for actual expenditures incurred under provision of
28 approved CITY CSA 152 budget.

- 1 2. **FEES AND PAYMENT.** COUNTY shall administer CSA 152 for the benefit of COUNTY
2 and CITY. COUNTY shall charge six (6%) percent of new CITY CSA 152 annual
3 revenue for administration.
- 4 3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date the
5 Agreement is approved by the COUNTY. This agreement duration shall be for a period
6 of five (5) years from the date of execution and with two (2) two-year renewal options
7 subject to the written consent of both Parties.
- 8 4. **WITHDRAWAL FROM AGREEMENT.** Either Party may terminate this Agreement thirty
9 (30) days after submitting written notice to the other Party. In the event termination
10 becomes effective, termination shall constitute forfeiture by the terminating Party of its
11 share of costs and administrative fees paid as described in Section 2 of this Agreement
12 up to the effective date of termination. The terminating Party shall be responsible for all
13 lawfully assessed penalties as a consequence of termination.
- 14 5. **AMENDMENTS TO THE AGREEMENT.** This Agreement may be amended by mutual
15 consent of the Parties to the Agreement. No amendment to this Agreement shall be
16 effective unless it is in writing and signed by the duly authorized representatives of the
17 Parties.
- 18 6. **GOVERNING LAW AND SEVERABILITY.** This Agreement will be governed and
19 construed in accordance with laws of the United States and the State of California. Any
20 conflict between the terms of this Agreement and the provisions of such laws and
21 regulations, the latter shall control. If any provision or provisions of this Agreement shall
22 be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of
23 the remaining provisions shall not in any way be affected or impaired hereby.
- 24 7. **CONSENT TO BREACH NOT A WAIVER.** No term or provision hereof shall be deemed
25 waived and no breach excused, unless such a waiver or consent is in writing and signed
26 by the Party so waiving or consenting. Any consent by any Party to, or waiver of, a
27 breach by the other Party, whether expressed or implied, shall not constitute consent to,
28 waiver of, or excuse for any other different or subsequent breach.

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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, customs, usage, 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.

10. **AUTHORIZED SIGNATURES.** The Parties warrant and represent that the individuals signing this Agreement on their behalf can and do bind the Parties to the terms of this Agreement.

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COUNTY OF RIVERSIDE,
On behalf of CSA 152

CITY OF RANCHO MIRAGE


Chairman, Board of Supervisors




City Manager

Approved as to Form
County Counsel

Approved as to Form
City Attorney

BY 

Aaron Gettis


BY 

for Steven B. Quintanilla
Cora Davis Kirpatrick
Deputy City Attorney

ATTEST:
Clerk of the Board


ATTEST:
City Clerk

BY _____

BY 

for Cindy Scott

Approved as to Content

BY 

Mark W. Sambito, P.E.
Director of Public Works

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**ADMINISTRATIVE SERVICES AGREEMENT
FOR CSA 152 NPDES PROGRAM
BETWEEN
COUNTY OF RIVERSIDE AND CITY OF NORCO**

The Administrative Services Agreement for CSA 152 NPDES Program ("Agreement"), entered into as of this ____ day of _____ 2016 by the COUNTY OF RIVERSIDE ("COUNTY") and the CITY OF NORCO ("CITY") (individually "Party" and collectively "Parties") establishes the responsibilities and obligations of each Party concerning the management and financing of COUNTY SERVICE AREA 152 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM ("CSA 152").

RECITALS

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

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

WHEREAS, COUNTY and CITY have obtained or will obtain the appropriate municipal NPDES Permit as applicable for each of the three watersheds of the County of Riverside; and,

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

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

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

WHEREAS, COUNTY and CITY are to perform certain duties prescribed in this Agreement that will benefit all Parties;

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NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. **DELEGATION OF RESPONSIBILITIES.** The responsibilities of each Party shall be as follows:

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

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

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

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

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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 Agreement is approved by the COUNTY. This agreement duration shall be for a period of five (5) years from the date of execution and with two (2) two-year renewal options subject to the written consent of both Parties.

4. **WITHDRAWAL FROM AGREEMENT.** Either Party may terminate this Agreement thirty (30) days after submitting written notice to the 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 AND SEVERABILITY.** This Agreement will be governed and construed in accordance with laws of the United States and the State of California. Any conflict between the terms of this Agreement and the provisions of such laws and regulations, the latter shall control. 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.

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.

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

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

8 **10. AUTHORIZED SIGNATURES.** The Parties warrant and represent that the individuals
9 signing this Agreement on their behalf can and do bind the Parties to the terms of this
10 Agreement.

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1 IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above
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COUNTY OF RIVERSIDE,
On behalf of CSA 152

CITY OF NORCO

Chairman, Board of Supervisors



City Manager
V. Andy Okoro

Approved as to Form
County Counsel

Approved as to Form
City Attorney

BY 

Aaron Gettis

BY 

John Harper

ATTEST:
Clerk of the Board

ATTEST:
City Clerk

BY _____

BY 

Cheryl L. Link, CMC

1 **NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

2 **1. DELEGATION OF RESPONSIBILITIES.** The responsibilities of each Party shall be as
3 follows:

4 a. CITY shall assume the responsibilities and meet the requirements of CSA 152
5 administration for CITY by:

- 6 i. Providing additions to previous year's tax roll (if any) to be placed on the
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17 incurred under provision of approved CITY CSA 152 budget.

18 b. COUNTY shall assume the responsibilities and meet the requirements of CSA
19 152 administration for COUNTY and CITY by:

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COUNTY OF RIVERSIDE,
On behalf of CSA 152

CITY OF MURRIETA



Chairman, Board of Supervisors

Mayor, City of Murrieta

Approved as to Form
County Counsel

Approved as to Form
City Attorney

BY 

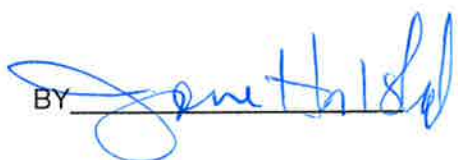
Aaron Getts

BY 

ATTEST:
Clerk of the Board

ATTEST:
City Clerk

BY _____

BY 

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

The Administrative Services Agreement for CSA 152 NPDES Program ("Agreement"), entered into as of this ____ day of _____ 2016 by the COUNTY OF RIVERSIDE ("COUNTY") and the CITY OF LA QUINTA ("CITY") (individually "Party" and collectively "Parties") establishes the responsibilities and obligations of each Party concerning the management and financing of COUNTY SERVICE AREA 152 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM ("CSA 152").

RECITALS

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

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

WHEREAS, COUNTY and CITY have obtained or will obtain the appropriate municipal NPDES Permit as applicable for each of the three watersheds of the County of Riverside; and,

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

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

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

WHEREAS, COUNTY and CITY are to perform certain duties prescribed in this Agreement that will benefit all Parties;

1 **NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

2 1. **DELEGATION OF RESPONSIBILITIES.** The responsibilities of each Party shall be as
3 follows:

4 a. CITY shall assume the responsibilities and meet the requirements of CSA 152
5 administration for CITY by:

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

18 b. COUNTY shall assume the responsibilities and meet the requirements of CSA
19 152 administration for COUNTY and CITY by:

- 20 i. Forwarding of APNs received from CITY to Auditor Controller to be
21 placed on Tax Roll.
- 22 ii. Notify CITY of any rejected parcels.
- 23 iii. Forward CITY'S corrections of rejected parcels to Auditor Controller.
- 24 iv. Provide spreadsheet of CSA 152 assessments placed on tax roll and
25 fiscal year financial summary.
- 26 v. Collect assessment for CSA 152 on behalf of CITY.
- 27 vi. Reimburse CITY for actual expenditures incurred under provision of
28 approved CITY CSA 152 budget.

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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 Agreement is approved by the COUNTY. This agreement duration shall be for a period of five (5) years from the date of execution and with two (2) two-year renewal options subject to the written consent of both Parties.

4. **WITHDRAWAL FROM AGREEMENT.** Either Party may terminate this Agreement thirty (30) days after submitting written notice to the 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 AND SEVERABILITY.** This Agreement will be governed and construed in accordance with laws of the United States and the State of California. Any conflict between the terms of this Agreement and the provisions of such laws and regulations, the latter shall control. 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.


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.

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

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5 COUNTY OF RIVERSIDE,
6 On behalf of CSA 152

CITY OF LA QUINTA

7
8 _____
9 Chairman, Board of Supervisors




City Manager
Frank J. Spevacek

10 Approved as to Form
11 County Counsel

Approved as to Form
City Attorney


12
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14 BY 
15 _____
Ann Gethis

BY 
William H. Ihrke

16 ATTEST:
17 Clerk of the Board

ATTEST:
City Clerk

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20 BY _____

BY 
Susan Maysels 6.22.2016

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ADMINISTRATIVE SERVICES AGREEMENT
FOR CSA 152 NPDES PROGRAM
BETWEEN
COUNTY OF RIVERSIDE AND CITY OF DESERT HOT SPRINGS

The Administrative Services Agreement for CSA 152 NPDES Program ("Agreement"), entered into as of this ____ day of _____ 2016 by the COUNTY OF RIVERSIDE ("COUNTY") and the CITY OF DESERT HOT SPRINGS ("CITY") (individually "Party" and collectively "Parties") establishes the responsibilities and obligations of each Party concerning the management and financing of COUNTY SERVICE AREA 152 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM ("CSA 152").

RECITALS

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

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

WHEREAS, COUNTY and CITY have obtained or will obtain the appropriate municipal NPDES Permit as applicable for each of the three watersheds of the County of Riverside; and,

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

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

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

WHEREAS, COUNTY and CITY are to perform certain duties prescribed in this Agreement that will benefit all Parties;

1 **NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

2 **1. DELEGATION OF RESPONSIBILITIES.** The responsibilities of each Party shall be as
3 follows:

4 a. CITY shall assume the responsibilities and meet the requirements of CSA 152
5 administration for CITY by:

6 i. Providing additions to previous year's tax roll (if any) to be placed on the
7 upcoming fiscal year tax roll.

8 ii. Providing agenda item approving Benefit Assessment Unit (BAU) Levy
9 and CITY'S CSA 152 budget for each fiscal year.

10 iii. Notify COUNTY of any changes to Tax Rate Area of individual parcels to
11 be placed on Tax Roll.

12 iv. Research parcels that were rejected from list of Assessor Parcel
13 Numbers (APNs) submitted to COUNTY.

14 v. Notify COUNTY of any corrections to rejected parcels to be placed on
15 Tax Roll prior to Auditor Controllers deadline for submittal of APNs.

16 vi. Submit to COUNTY requests for reimbursement of actual expenditures
17 incurred under provision of approved CITY CSA 152 budget.

18 b. COUNTY shall assume the responsibilities and meet the requirements of CSA
19 152 administration for COUNTY and CITY by:

20 i. Forwarding of APNs received from CITY to Auditor Controller to be
21 placed on Tax Roll.

22 ii. Notify CITY of any rejected parcels.

23 iii. Forward CITY'S corrections of rejected parcels to Auditor Controller.

24 iv. Provide spreadsheet of CSA 152 assessments placed on tax roll and
25 fiscal year financial summary.

26 v. Collect assessment for CSA 152 on behalf of CITY.

27 vi. Reimburse CITY for actual expenditures incurred under provision of
28 approved CITY CSA 152 budget.

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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 Agreement is approved by the COUNTY. This agreement duration shall be for a period of five (5) years from the date of execution and with two (2) two-year renewal options subject to the written consent of both Parties.

4. **WITHDRAWAL FROM AGREEMENT.** Either Party may terminate this Agreement thirty (30) days after submitting written notice to the 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 AND SEVERABILITY.** This Agreement will be governed and construed in accordance with laws of the United States and the State of California. Any conflict between the terms of this Agreement and the provisions of such laws and regulations, the latter shall control. 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.

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.


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

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COUNTY OF RIVERSIDE,
On behalf of CSA 152

CITY OF DESERT HOT SPRINGS

Chairman, Board of Supervisors



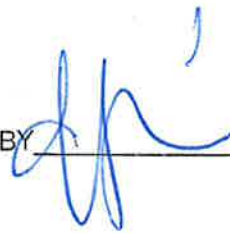
City Manager

Approved as to Form
County Counsel

Approved as to Form
City Attorney

BY 

Aaron Gettis

BY 

ATTEST:
Clerk of the Board

ATTEST:
City Clerk

BY _____

BY 

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ADMINISTRATIVE SERVICES AGREEMENT
FOR CSA 152 NPDES PROGRAM
BETWEEN
COUNTY OF RIVERSIDE AND CITY OF CORONA

The Administrative Services Agreement for CSA 152 NPDES Program ("Agreement"), entered into as of this ____ day of _____ 2016 by the COUNTY OF RIVERSIDE ("COUNTY") and the CITY OF CORONA ("CITY") (individually "Party" and collectively "Parties") establishes the responsibilities and obligations of each Party concerning the management and financing of COUNTY SERVICE AREA 152 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM ("CSA 152").

RECITALS

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

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

WHEREAS, COUNTY and CITY have obtained or will obtain the appropriate municipal NPDES Permit as applicable for each of the three watersheds of the County of Riverside; and,

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

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

WHEREAS, CITY was formally annexed into CSA 152 by COUNTY Resolution No. 92-521 on December 1, 1992; and,

WHEREAS, COUNTY and CITY are to perform certain duties prescribed in this Agreement that will benefit all Parties;

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NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. **DELEGATION OF RESPONSIBILITIES.** The responsibilities of each Party shall be as follows:

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

- i. Providing additions to previous year's tax roll (if any) to be placed on the upcoming fiscal year tax roll.
- ii. Placing on CITY's Council agenda for consideration an item approving Benefit Assessment Unit (BAU) Levy and CITY'S CSA 152 budget for each fiscal year.
- iii. Notify COUNTY of any changes to Tax Rate Area of individual parcels to be placed on Tax Roll.
- iv. Research parcels that were rejected from list of Assessor Parcel Numbers (APNs) submitted to COUNTY.
- v. Notify COUNTY of any corrections to rejected parcels to be placed on Tax Roll prior to Auditor Controllers deadline for submittal of APNs.
- vi. Submit to COUNTY requests for reimbursement of actual expenditures incurred under provision of approved CITY CSA 152 budget.

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

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

1 vi. Reimburse CITY for actual expenditures incurred under provision of
2 approved CITY CSA 152 budget.

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

6 3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date the
7 Agreement is approved by the COUNTY. This agreement duration shall be for a period
8 of five (5) years from the date of execution and with two (2) two-year renewal options
9 subject to the written consent of both Parties.

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

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

20 6. **GOVERNING LAW AND SEVERABILITY.** This Agreement will be governed and
21 construed in accordance with laws of the United States and the State of California. Any
22 conflict between the terms of this Agreement and the provisions of such laws and
23 regulations, the latter shall control. If any provision or provisions of this Agreement shall
24 be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of
25 the remaining provisions shall not in any way be affected or impaired hereby.

26 7. **CONSENT TO BREACH NOT A WAIVER.** No term or provision hereof shall be deemed
27 waived and no breach excused, unless such a waiver or consent is in writing and signed
28 by the Party so waiving or consenting. Any consent by any Party to, or waiver of, a


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

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COUNTY OF RIVERSIDE,
On behalf of CSA 152

Chairman, Board of Supervisors

Approved as to Form
County Counsel

BY 

Aaron Gehl

ATTEST:
Clerk of the Board


BY _____

CITY OF CORONA



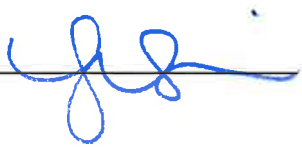
City Manager *fm*

Approved as to Form
City Attorney

BY 

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ATTEST:
City Clerk

BY 

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**ADMINISTRATIVE SERVICES AGREEMENT
FOR CSA 152 NPDES PROGRAM
BETWEEN
COUNTY OF RIVERSIDE AND CITY OF PALM SPRINGS**

The Administrative Services Agreement for CSA 152 NPDES Program ("Agreement"), entered into as of this ____ day of _____ 2016 by the COUNTY OF RIVERSIDE ("COUNTY") and the CITY OF PALM SPRINGS ("CITY") (individually "Party" and collectively "Parties") establishes the responsibilities and obligations of each Party concerning the management and financing of COUNTY SERVICE AREA 152 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM ("CSA 152").

RECITALS

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

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

WHEREAS, COUNTY and CITY have obtained or will obtain the appropriate municipal NPDES Permit as applicable for each of the three watersheds of the County of Riverside; and,

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

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

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

WHEREAS, COUNTY and CITY are to perform certain duties prescribed in this Agreement that will benefit all Parties;

1 **NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

2 **1. DELEGATION OF RESPONSIBILITIES.** The responsibilities of each Party shall be as
3 follows:

4 a. CITY shall assume the responsibilities and meet the requirements of CSA 152
5 administration for CITY by:

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

18 b. COUNTY shall assume the responsibilities and meet the requirements of CSA
19 152 administration for COUNTY and CITY by:

- 20 i. Forwarding of APNs received from CITY to Auditor Controller to be
21 placed on Tax Roll.
- 22 ii. Notify CITY of any rejected parcels.
- 23 iii. Forward CITY'S corrections of rejected parcels to Auditor Controller.
- 24 iv. Provide spreadsheet of CSA 152 assessments placed on tax roll and
25 fiscal year financial summary.
- 26 v. Collect assessment for CSA 152 on behalf of CITY.
- 27 vi. Reimburse CITY for actual expenditures incurred under provision of
28 approved CITY CSA 152 budget.

- 1 2. **FEES AND PAYMENT.** COUNTY shall administer CSA 152 for the benefit of COUNTY
2 and CITY. COUNTY shall charge six (6%) percent of new CITY CSA 152 annual
3 revenue for administration.
- 4 3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date the
5 Agreement is approved by the COUNTY. This agreement duration shall be for a period
6 of five (5) years from the date of execution and with two (2) two-year renewal options
7 subject to the written consent of both Parties.
- 8 4. **WITHDRAWAL FROM AGREEMENT.** Either Party may terminate this Agreement thirty
9 (30) days after submitting written notice to the other Party. In the event termination
10 becomes effective, termination shall constitute forfeiture by the terminating Party of its
11 share of costs and administrative fees paid as described in Section 2 of this Agreement
12 up to the effective date of termination. The terminating Party shall be responsible for all
13 lawfully assessed penalties as a consequence of termination.
- 14 5. **AMENDMENTS TO THE AGREEMENT.** This Agreement may be amended by mutual
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17 Parties.
- 18 6. **GOVERNING LAW AND SEVERABILITY.** This Agreement will be governed and
19 construed in accordance with laws of the United States and the State of California. Any
20 conflict between the terms of this Agreement and the provisions of such laws and
21 regulations, the latter shall control. If any provision or provisions of this Agreement shall
22 be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of
23 the remaining provisions shall not in any way be affected or impaired hereby.
- 24 7. **CONSENT TO BREACH NOT A WAIVER.** No term or provision hereof shall be deemed
25 waived and no breach excused, unless such a waiver or consent is in writing and signed
26 by the Party so waiving or consenting. Any consent by any Party to, or waiver of, a
27 breach by the other Party, whether expressed or implied, shall not constitute consent to,
28 waiver of, or excuse for any other different or subsequent breach.

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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, customs, usage, 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.

10. **AUTHORIZED SIGNATURES.** The Parties warrant and represent that the individuals signing this Agreement on their behalf can and do bind the Parties to the terms of this Agreement.

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

COUNTY OF RIVERSIDE,
On behalf of CSA 152

CITY OF PALM SPRINGS


Chairman, Board of Supervisors



City Manager

Approved as to Form
County Counsel

Approved as to Form
City Attorney

BY 

Ann Gettis

BY 

ATTEST:
Clerk of the Board

ATTEST:
City Clerk

BY _____

BY 

APPROVED BY CITY COUNCIL
6.23.16 2A 6021

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**ADMINISTRATIVE SERVICES AGREEMENT
FOR CSA 152 NPDES PROGRAM
BETWEEN
COUNTY OF RIVERSIDE AND CITY OF MORENO VALLEY**

The Administrative Services Agreement for CSA 152 NPDES Program (“Agreement”), entered into as of this ____ day of _____ 2016 by the COUNTY OF RIVERSIDE (“COUNTY”) and the CITY OF MORENO VALLEY (“CITY”) (individually “Party” and collectively “Parties”) establishes the responsibilities and obligations of each Party concerning the management and financing of COUNTY SERVICE AREA 152 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (“CSA 152”).

RECITALS

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

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

WHEREAS, COUNTY and CITY have obtained or will obtain the appropriate municipal NPDES Permit as applicable for each of the three watersheds of the County of Riverside; and,

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

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

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

WHEREAS, COUNTY and CITY are to perform certain duties prescribed in this Agreement that will benefit all Parties;

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NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. **DELEGATION OF RESPONSIBILITIES.** The responsibilities of each Party shall be as follows:

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

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

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

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

- 1 2. **FEES AND PAYMENT.** COUNTY shall administer CSA 152 for the benefit of COUNTY
2 and CITY. COUNTY shall charge six (6%) percent of new CITY CSA 152 annual
3 revenue for administration.
- 4 3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date the
5 Agreement is approved by the COUNTY. This agreement duration shall be for a period
6 of five (5) years from the date of execution and with two (2) two-year renewal options
7 subject to the written consent of both Parties.
- 8 4. **WITHDRAWAL FROM AGREEMENT.** Either Party may terminate this Agreement thirty
9 (30) days after submitting written notice to the other Party. In the event termination
10 becomes effective, termination shall constitute forfeiture by the terminating Party of its
11 share of costs and administrative fees paid as described in Section 2 of this Agreement
12 up to the effective date of termination. The terminating Party shall be responsible for all
13 lawfully assessed penalties as a consequence of termination.
- 14 5. **AMENDMENTS TO THE AGREEMENT.** This Agreement may be amended by mutual
15 consent of the Parties to the Agreement. No amendment to this Agreement shall be
16 effective unless it is in writing and signed by the duly authorized representatives of the
17 Parties.
- 18 6. **GOVERNING LAW AND SEVERABILITY.** This Agreement will be governed and
19 construed in accordance with laws of the United States and the State of California. Any
20 conflict between the terms of this Agreement and the provisions of such laws and
21 regulations, the latter shall control. If any provision or provisions of this Agreement shall
22 be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of
23 the remaining provisions shall not in any way be affected or impaired hereby.
- 24 7. **CONSENT TO BREACH NOT A WAIVER.** No term or provision hereof shall be deemed
25 waived and no breach excused, unless such a waiver or consent is in writing and signed
26 by the Party so waiving or consenting. Any consent by any Party to, or waiver of, a
27 breach by the other Party, whether expressed or implied, shall not constitute consent to,
28 waiver of, or excuse for any other different or subsequent breach.

- 1 8. **APPLICABILITY OF PRIOR AGREEMENTS.** This Agreement constitutes the entire
2 agreement between the Parties with respect to the subject matter; all CSA 152 prior
3 agreement, representations, customs, usage, statement, negotiations, and
4 understandings are superseded hereby.
- 5 9. **HOLD HARMLESS.** Each Party shall indemnify and hold harmless the other party from
6 liability or damages resulting from its own acts or omissions including those of its officers
7 or employees in the performance of this Agreement.
- 8 10. **AUTHORIZED SIGNATURES.** The Parties warrant and represent that the individuals
9 signing this Agreement on their behalf can and do bind the Parties to the terms of this
10 Agreement.

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

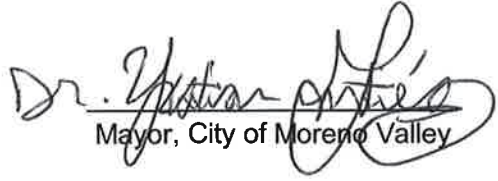
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5 COUNTY OF RIVERSIDE,
6 On behalf of CSA 152

CITY OF MORENO VALLEY

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8 _____
9 Chairman, Board of Supervisors


Mayor, City of Moreno Valley

10 Approved as to Form
11 County Counsel

Approved as to Form
City Attorney

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14 BY  _____
15 Aaron Gettis

BY  _____

16 ATTEST:
17 Clerk of the Board

ATTEST:
City Clerk

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20 BY _____

BY  _____

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