

**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

<b>FINANCIAL DATA</b>	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

<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

*Jennifer L. Sargent*

**County Executive Office Signature** Jennifer L. Sargent

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: July 12, 2011  
 xc: EDA

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

**Prev. Agn. Ref.:** N/A

**District:** ALL

**Agenda Number:**

**3.18**

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
 BY: *Larisa R. McKenna* DATE: 6/28/11  
 Larisa R. McKenna Departmental Concurrence

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

**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 SAN JACINTO**

5  
6           This Agreement, entered into as of this 12<sup>th</sup> day of July 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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- 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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1 7. **CONSENT TO BREACH NOT A WAIVER.** No term or provision hereof shall be  
2 deemed waived and no breach excused, unless such a waiver or consent is in  
3 writing and signed by the Party so waiving or consenting. Any consent by any  
4 Party to, or waiver of, a breach by the other Party, whether expressed or implied,  
5 shall not constitute consent to, waiver of, or excuse for any other different or  
6 subsequent breach.

7 8. **APPLICABILITY OF PRIOR AGREEMENTS.** This Agreement constitutes the  
8 entire Agreement between the parties with respect to the subject matter; all CSA  
9 152 prior agreement, representations, statement, negotiations, and  
10 understandings are superseded hereby.

11 9. **HOLD HARMLESS.** Each Party shall indemnify and hold harmless the other  
12 party from liability or damages resulting from its own acts or omissions including  
13 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 SAN JACINTO

6  
7 Bob Buster

Timothy Hults

8 Chairman, Board of Supervisors

City Manager

9 **BOB BUSTER**

10 Approved as to Form

Approved as to Form

11 County Counsel

City Attorney

12  
13  
14 BY Jarin K. Wick

BY [Signature]

15 Jarin K. Wick

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17 ATTEST:  
18 KECIA HARPER-IHEM, Clerk  
19 By [Signature]  
DEPUTY

20 ATTEST:  
21 City Clerk

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27  
28 BY Jean Catron on behalf  
of Richard Miller

JUL 12 2011 3:18





1           **WHEREAS**, COUNTY and CITY are to perform certain duties prescribed in this  
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3           **NOW, THEREFORE**, the parties hereto do mutually agree as follows:

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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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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 LAKE ELSINORE

5 On behalf of CSA 152

6  
7 Bob Buster

[Signature]  
City Manager

8 Chairman, Board of Supervisors

9 **BOB BUSTER**

10 Approved as to Form

Approved as to Form

11 County Counsel

City Attorney

12  
13  
14 BY Larisa R-McKenna

BY [Signature]

15 Larisa R-McKenna

16  
17 ATTEST:  
KECIA HARPER-IHEM, Clerk

ATTEST:  
City Clerk

18 By [Signature]  
19 DEPUTY

20 BY [Signature]  
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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 12<sup>th</sup> day of July 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:

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11           Levy and CITY CSA 152 budget for each fiscal year.
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- 19           vi. Submit to COUNTY requests for reimbursement of actual  
20           expenditures incurred under provision of approved CITY CSA 152  
21           budget.

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- 24           i. Forwarding of APNs received from CITY to Auditor Controller to be  
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- 1                   iv. Provide spreadsheet of CSA 152 assessments placed on tax roll  
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3                   v. Collect assessment for CSA 152 on behalf of CITY.  
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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.

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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 Bob Buster  
8 Chairman, Board of Supervisors  
9 **BOB BUSTER**

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

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  
17 ATTEST:  
18 KECIA HARPER-IHEM, Clerk  
19 BY [Signature]  
DEPUTY

ATTEST:  
City Clerk

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BY [Signature]  
Date: January 24, 2011

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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 12th day of July 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  
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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:

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21           budget.

22           b. COUNTY shall assume the responsibilities and meet the requirements of  
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- 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.

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

6  
7 Bob Buster

8 Chairman, Board of Supervisors  
9 BOB BUSTER

10 Approved as to Form  
11 County Counsel

12  
13  
14 BY Larica R-Mokoma  
15 Larica R-Mokoma

16  
17 ATTEST:  
18 KECIA HARPER-IHEM, Clerk  
19 BY [Signature]  
DEPUTY

CITY OF MURRIETA

[Signature]

Mayor

Approved as to Form  
City Attorney

16  
17  
18 BY [Signature]

ATTEST:  
City Clerk

20 BY A. Kay Jensen  
21 April 5, 2011



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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COUNTY OF RIVERSIDE,  
On behalf of CSA 152

CITY OF RANCHO MIRAGE

Bob Buster

[Signature]

Chairman, Board of Supervisors  
BOB BUSTER

City Manager

Approved as to Form  
County Counsel

Approved as to Form  
City Attorney

BY Larisa R McKenna 3/16/11  
Larisa R-McKenna

BY \_\_\_\_\_

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By [Signature]  
DEPUTY

ATTEST:  
City Clerk

BY \_\_\_\_\_



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- 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  
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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.

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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 LA QUINTA

6  
7 Bob Buster  
8 Chairman, Board of Supervisors  
9 **BOB BUSTER**

Thomas P. Genovese  
City Manager

10 Approved as to Form  
11 County Counsel

Approved as to Form  
City Attorney

12  
13  
14 BY Tarita B. McKenna  
15 Tarita B. McKenna

BY [Signature]

16  
17 ATTEST:  
18 KEDIA HARPER-IHEM, Clerk  
19 BY [Signature]  
DEPUTY

ATTEST:  
City Clerk

20 BY [Signature]

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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 12<sup>th</sup> day of July 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,

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.

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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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COUNTY OF RIVERSIDE,  
On behalf of CSA 152

CITY OF NORCO

Bob Buster  
Chairman, Board of Supervisors

Beth Gow  
City Manager

BOB BUSTER  
Approved as to Form  
County Counsel

Approved as to Form  
City Attorney

BY Larisa R-McKerns  
Larisa R-McKerns

BY [Signature]

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By [Signature]  
DEPUTY

ATTEST:  
City Clerk

BY [Signature]

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

5  
6           This Agreement, entered into as of this 12<sup>th</sup> day of July 2011 by the  
7 COUNTY OF RIVERSIDE, hereinafter called "COUNTY," and the CITY OF MORENO  
8 VALLEY, 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,

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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 **///**

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- 1                   iv. Provide spreadsheet of CSA 152 assessments placed on tax roll  
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3                   v. Collect assessment for CSA 152 on behalf of CITY.  
4                   vi. Reimburse CITY for actual expenditures incurred under provision of  
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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  
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3  
4 COUNTY OF RIVERSIDE,

CITY OF MORENO VALLEY

5 On behalf of CSA 152

6  
7 Bob Buster

Bonnie Stutz

8 Chairman, Board of Supervisors

~~City Manager~~

9 BOB BUSTER

MAYOR

10 Approved as to Form

Approved as to Form

11 County Counsel

City Attorney

12  
13  
14 BY

Larisa R-McKenna

BY

Bonnie Stutz

Larisa R-McKenna

15  
16 ATTEST:

17 ATTEST:

City Clerk

18 KECIA HARPER-IHEM, Clerk

19 By

Kecia Harper-Ihem

20 BY

Jane Halstead



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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 PALM SPRINGS

6  
7 Bob Buster  
8 Chairman, Board of Supervisors

[Signature]  
City Manager

9 BOB BUSTER  
10 Approved as to Form  
11 County Counsel

Approved as to Form  
City Attorney

12  
13  
14 BY [Signature]

BY [Signature]

15  
16  
17 ATTEST:  
18 KEGIA HARPER-IHEM, Clerk  
19 BY [Signature]  
DEPUTY

ATTEST:  
City Clerk

20 BY [Signature]  
04/25/2011

21 APPROVED BY CITY COUNCIL  
22 10.6.10 [Signature] [Signature]

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

This Agreement, entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2011 by the COUNTY OF RIVERSIDE, hereinafter called "COUNTY," and the CITY OF CORONA, hereinafter called "CITY," establishes the responsibilities and obligations of each party concerning the management and financing of COUNTY SERVICE AREA 152 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES), hereinafter called "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 stormwater into the waters of the United States; and,

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

JUL 12 2011 3.18



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

23  
24           b. COUNTY shall assume the responsibilities and meet the requirements of  
25 CSA 152 administration for COUNTY and CITY by:

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

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- 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.

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



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 CORONA

6  
7 Bob Buster

[Signature]

8 Chairman, Board of Supervisors  
9 **BOB BUSTER**

City Manager

10 Approved as to Form  
11 County Counsel

Approved as to Form  
City Attorney

12  
13 [Signature]  
14 BY DAVID H. K. HUFF  
15

BY [Signature]

16 ATTEST: Kecia Harper-Them  
17 Clerk of the Board

ATTEST:  
City Clerk

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20 BY [Signature]  
21 Deputy

BY [Signature] Deputy City Clerk

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

This Agreement, entered into as of this 21~~st~~ day of JUNE 2011 by the COUNTY OF RIVERSIDE, hereinafter called "COUNTY," and the CITY OF DESERT HOT SPRINGS, hereinafter called "CITY," establishes the responsibilities and obligations of each party concerning the management and financing of COUNTY SERVICE AREA 152 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES), hereinafter called "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 stormwater into the waters of the United States; and,

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

07.12.11 3.18

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

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

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- 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.

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

1 unenforceable, the validity, legality, and enforceability of the remaining provisions  
2 shall not in any way be affected or impaired hereby.

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

9 8. APPLICABILITY OF PRIOR AGREEMENTS. This Agreement constitutes the  
10 entire agreement between the parties with respect to the subject matter; all CSA  
11 152 prior agreement, representations, statement, negotiations, and  
12 understandings are superseded hereby.

13 9. HOLD HARMLESS. Each Party shall indemnify and hold harmless the other  
14 party from liability or damages resulting from its own acts or omissions including  
15 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

Bob Buster

Chairman, Board of Supervisors

**BOB BUSTER**

Approved as to Form  
County Counsel

BY Lorica R-McKenna 4/16/11

Lorica R-McKenna

ATTEST: Kecia Harper-Them  
Clerk of the Board

BY [Signature]

CITY OF  
DESERT HOT SPRINGS

[Signature]

City Manager **RICK DANIELS**

Approved as to Form  
City Attorney

BY Ruben Duran  
**RUBEN DURAN**

ATTEST:  
City Clerk

BY [Signature]  
**JERRYL SORIANO**