

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

942



**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**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: July 26, 2016  
xc: EDA

Kecia Harper-Ihem  
Clerk of the Board

By: [Signature]  
Deputy

Prev. Agn. Ref.: N/A

District: All

Agenda Number:

3-23

FORM APPROVED COUNTY COUNSEL

BY: [Signature] DATE: 7/13/16  
MARSHA L. VICTOR

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

# **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.

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

The Administrative Services Agreement for CSA 152 NPDES Program ("Agreement"), entered into as of this 26th day of July 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;

JUL 26 2016 *3-23*

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.

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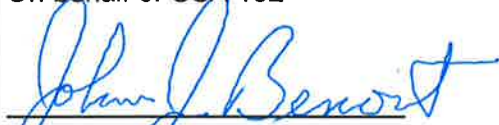
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1 IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above  
2 written.

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

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7  
8 Chairman, Board of Supervisors  
9 **JOHN J. BENOIT**

10 Approved as to Form  
11 County Counsel

12  
13 BY   
14 Aaron Gehis

15  
16 ATTEST: **KECIA HARPER-IHEM**  
17 Clerk of the Board

18  
19 BY   
20 Kacieur Zlatan, Deputy

CITY OF SAN JACINTO

  
City Manager, Timothy Hults

Approved as to Form  
City Attorney

12  
13 BY   
14 Jeffery S. Ballinger

15  
16 ATTEST:  
17 Interim City Clerk

18  
19 BY   
20 Peggy Johns

1 ADMINISTRATIVE SERVICES AGREEMENT

2 FOR CSA 152 NPDES PROGRAM

3 BETWEEN

4 COUNTY OF RIVERSIDE AND CITY OF RANCHO MIRAGE

5  
6 The Administrative Services Agreement for CSA 152 NPDES Program ("Agreement"),  
7 entered into as of this 26th day of July 2016 by the COUNTY OF RIVERSIDE  
8 ("COUNTY") and the CITY OF RANCHO MIRAGE ("CITY") (individually "Party" and collectively  
9 "Parties") establishes the responsibilities and obligations of each Party concerning the  
10 management and financing of COUNTY SERVICE AREA 152 NATIONAL POLLUTANT  
11 DISCHARGE ELIMINATION SYSTEM ("CSA 152").

12 RECITALS

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

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

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

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

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

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

JUL 26 2016 3-23



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.

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

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

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7  
8 Chairman, Board of Supervisors  
9 **JOHN J. BENOIT**


CITY OF RANCHO MIRAGE

  
City Manager

10 Approved as to Form  
11 County Counsel

Approved as to Form  
City Attorney


12  
13 BY   
14 Aaron Gethis

15 BY   
16 for Steven B. Quintanilla  
17 Cora Davis Kirpatrick  
18 Deputy City Attorney

19 ATTEST: KECIA HARPER-IHEM  
20 Clerk of the Board

ATTEST:  
City Clerk

21 BY   
22

23 BY   
24 for Cindy Scott

25 Approved as to Content

26 BY   
27 Mark W. Sambito, P.E.  
28 Director of Public Works

S:\Community Services\CSA 152 NPDES\Admin Services Agreements 2016\City of Rancho Mirage\NPDES MOU 2016\_\_

**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 21<sup>st</sup> day of July 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;

JUL 26 2016 3-23

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.
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9               and CITY'S CSA 152 budget for each fiscal year.
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- 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  
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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.
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16      effective unless it is in writing and signed by the duly authorized representatives of the  
17      Parties.
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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.

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

6   
7  
8 Chairman, Board of Supervisors  
9 JOHN J. BENOIT

CITY OF NORCO

  
City Manager  
V. Andy Okoro

10 Approved as to Form  
11 County Counsel

Approved as to Form  
City Attorney

12  
13 BY   
14 Aaron Gettis  
15

BY   
John Harper

16 ATTEST: KECIA HARPER-IHEM  
17 Clerk of the Board

ATTEST:  
City Clerk

18  
19 BY   
20 Keci Harper-Ihem, Deputy  
21

BY   
Cheryl L. Link, CMC  
22  
23  
24  
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**ADMINISTRATIVE SERVICES AGREEMENT**  
**FOR CSA 152 NPDES PROGRAM**  
**BETWEEN**  
**COUNTY OF RIVERSIDE AND CITY OF MURRIETA**

The Administrative Services Agreement for CSA 152 NPDES Program ("Agreement"), entered into as of this 26th day of July 2016 by the COUNTY OF RIVERSIDE ("COUNTY") and the CITY OF MURRIETA ("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;

JUL 26 2016 3-23

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.

- 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.

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

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7  
8 Chairman, Board of Supervisors  
9 **JOHN J. BENOIT**

CITY OF MURRIETA

  
Mayor, City of Murrieta

10 Approved as to Form  
11 County Counsel

Approved as to Form  
City Attorney

12  
13 BY   
14 Aaron Gehl  
15

BY 

16 ATTEST: KECIA HARPER-IHEM  
17 Clerk of the Board

ATTEST:  
City Clerk

18  
19 BY   
20 Karen Basten, Deputy  
21

BY 

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28 S:\Community Services\CSA 152 NPDES\Admin Services Agreements 2016\City of Murrieta\NPDES MOU 2016\_\_

**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 21<sup>st</sup> day of July 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;

JUL 26 2016 3-23

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.
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11      share of costs and administrative fees paid as described in Section 2 of this Agreement  
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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.

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

6   
7  
8 Chairman, Board of Supervisors  
9 **JOHN J. BENOIT**

CITY OF LA QUINTA

10   
11 City Manager  
12 Frank J. Spevacek

13  
14 Approved as to Form  
15 County Counsel

16 Approved as to Form  
17 City Attorney

18  
19 BY   
20 Aaron Gettis

21 BY   
22 William H. Ihrke

23  
24 ATTEST: KECIA HARPER-IHEM  
25 Clerk of the Board

26 ATTEST:  
27 City Clerk

28 BY   
Kellie Dwyer, Deputy

BY   
Susan Maysels 6.22.2016

**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 26th day of July 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;

JUL 26 2016 3-23

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  
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11      share of costs and administrative fees paid as described in Section 2 of this Agreement  
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- 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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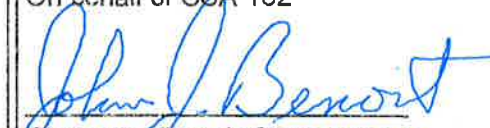
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1 IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above  
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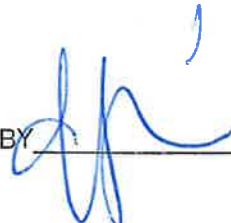
3  
4 COUNTY OF RIVERSIDE,  
5 On behalf of CSA 152  
6   
7  
8 Chairman, Board of Supervisors  
9 **JOHN J. BENOIT**

CITY OF DESERT HOT SPRINGS  
  
City Manager

10 Approved as to Form  
11 County Counsel

Approved as to Form  
City Attorney

12  
13 BY   
14 Aaron Gett's  
15

BY 

16 ATTEST: KECIA HARPER-IHEM  
17 Clerk of the Board

ATTEST:  
City Clerk

18  
19 BY   
20 Keci Harper-Ihem, Deputy  
21

BY 



**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 26th day of July 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;

JUL 26 2016 3-23

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

19           b. COUNTY shall assume the responsibilities and meet the requirements of CSA  
20 152 administration for COUNTY and CITY by:

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

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  
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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.

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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 breach by the other Party, whether expressed or implied, shall not constitute consent to,  
2 waiver of, or excuse for any other different or subsequent breach.

3 8. **APPLICABILITY OF PRIOR AGREEMENTS.** This Agreement constitutes the entire  
4 agreement between the Parties with respect to the subject matter; all CSA 152 prior  
5 agreement, representations, customs, usage, statement, negotiations, and  
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7 9. **HOLD HARMLESS.** Each Party shall indemnify and hold harmless the other party from  
8 liability or damages resulting from its own acts or omissions including those of its officers  
9 or employees in the performance of this Agreement.

10 10. **AUTHORIZED SIGNATURES.** The Parties warrant and represent that the individuals  
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1 IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above  
2 written.

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

6   
7  
8 Chairman, Board of Supervisors  
9 **JOHN J. BENOIT**

CITY OF CORONA

  
City Manager *fm*

10 Approved as to Form  
11 County Counsel

Approved as to Form  
City Attorney

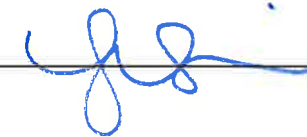
12  
13 BY   
14 *Aaron Gehl's*

15  
16 BY   
17 *mc*

18  
19 ATTEST: **KECIA HARPER-IHEM**  
20 Clerk of the Board

ATTEST:  
City Clerk

21  
22 BY   
23 *Kallie Bayton, Deputy*

24  
25 BY   
26

**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 21<sup>st</sup> day of July 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;

JUL 26 2016 3-23

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.



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.


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

6   
7  
8 Chairman, Board of Supervisors  
9 **JOHN J. BENOIT**

CITY OF PALM SPRINGS

  
10 City Manager  
11 **WR**

12 Approved as to Form  
13 County Counsel

14 BY   
15 **Aaron Gettis**

Approved as to Form  
City Attorney

16 BY 

17 ATTEST: KECIA HARPER-IHEM  
18 Clerk of the Board

19 BY   
20 **Kecia Harper-Ihem, Deputy**

ATTEST:  
City Clerk

21 BY   
22

23 **APPROVED BY CITY COUNCIL**

24 **6.23.16 2A 6021**  
25

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28 S:\Community Services\CSA 152 NPDES\Admin Services Agreements 2016\City of Palm Springs\NPDES MOU 2016\_

**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 26th day of July 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;

JUL 26 2016 323

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:

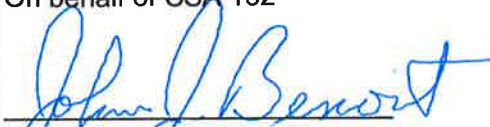
- 20               i. Forwarding of APNs received from CITY to Auditor Controller to be  
21               placed on Tax Roll.
- 22               ii. Notify CITY of any rejected parcels.
- 23               iii. Forward CITY'S corrections of rejected parcels to Auditor Controller.
- 24               iv.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

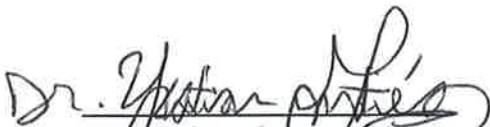
- 1       8. **APPLICABILITY OF PRIOR AGREEMENTS.** This Agreement constitutes the entire  
2       agreement between the Parties with respect to the subject matter; all CSA 152 prior  
3       agreement, representations, customs, usage, statement, negotiations, and  
4       understandings are superseded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

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

6   
7  
8 Chairman, Board of Supervisors  
9 **JOHN J. BENOIT**

CITY OF MORENO VALLEY

  
Mayor, City of Moreno Valley

10 Approved as to Form  
11 County Counsel

Approved as to Form  
City Attorney

12  
13 BY   
14  
15 Aaron Gettis

BY 

16 ATTEST: KECIA HARPER-IHEM  
17 Clerk of the Board

ATTEST:  
City Clerk

18  
19 BY   
20 Karen Bayton, Deputy

BY   
Ewa Lopez

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

The Administrative Services Agreement for CSA 152 NPDES Program ("Agreement"), entered into as of this 26<sup>th</sup> day of July 2016 by the COUNTY OF RIVERSIDE ("COUNTY") and the CITY OF RIVERSIDE ("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. 92-519 on December 1, 1992; 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.




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

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

6   
7  
8 Chairman, Board of Supervisors  
9 **JOHN J. BENOIT**

CITY OF RIVERSIDE

  
City Manager

10 Approved as to Form  
11 County Counsel

Approved as to Form  
City Attorney

12  
13 BY   
14 Aaron Gettis

BY   
\_\_\_\_\_

15  
16 ATTEST: **KECIA HARPER-IHEM**  
17 Clerk of the Board

ATTEST:  
City Clerk

18  
19 BY   
20 Kellie B. Gorton, Deputy

BY   
\_\_\_\_\_

1                                   **ADMINISTRATIVE SERVICES AGREEMENT**

2                                   **FOR CSA 152 NPDES PROGRAM**

3                                   **BETWEEN**

4                                   **COUNTY OF RIVERSIDE AND CITY OF LAKE ELSINORE**

5  
6           The Administrative Services Agreement for CSA 152 NPDES Program ("Agreement"),  
7 entered into as of this 26th day of July 2016 by the COUNTY OF RIVERSIDE  
8 ("COUNTY") and the CITY OF LAKE ELSINORE ("CITY") (individually "Party" and collectively  
9 "Parties") establishes the responsibilities and obligations of each Party concerning the  
10 management and financing of COUNTY SERVICE AREA 152 NATIONAL POLLUTANT  
11 DISCHARGE ELIMINATION SYSTEM ("CSA 152").

12                                   **RECITALS**

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

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

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

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

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

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

JUL 26 2016 3-23

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  
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- 12              iv. Research parcels that were rejected from list of Assessor Parcel  
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- 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.
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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.

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

6   
7  
8 Chairman, Board of Supervisors  
9 **JOHN J. BENOIT**

CITY OF LAKE ELSINORE

  
City Manager

10 Approved as to Form  
11 County Counsel

Approved as to Form  
City Attorney

12  
13 BY   
14 **Aaron Gettis**

BY 

15  
16 ATTEST: **KECIA HARPER-IHEM**  
17 Clerk of the Board

ATTEST:  
City Clerk

18  
19 BY   
20 **Karen Mayton, Deputy**

BY 