

**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 \_\_\_\_ day of \_\_\_\_\_ 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       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.

11     ///

12     ///

13     ///

14     ///

15     ///

16     ///

17     ///

18     ///

19     ///

20     ///

21     ///

22     ///

23     ///

24     ///

25     ///

26     ///

27     ///

28     ///

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

CITY OF RIVERSIDE


6  
7  
8 \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_   
City Manager

9  
10 Approved as to Form  
11 County Counsel

Approved as to Form  
City Attorney

12  
13  
14 BY \_\_\_\_\_

13  
14 BY  \_\_\_\_\_

15  
16 ATTEST:  
17 Clerk of the Board

ATTEST:  
City Clerk

18  
19  
20 BY \_\_\_\_\_

BY \_\_\_\_\_

21  
22  
23  
24  
25  
26  
27  
28 S:\Community Services\CSA 152 NPDES\Admin Services Agreements 2016\City of Riverside\NPDES MOU 2016\_\_