

1 **ADMINISTRATIVE SERVICES AGREEMENT**

2 **FOR CSA 152 NPDES PROGRAM**

3 **BETWEEN**

4 **COUNTY OF RIVERSIDE AND CITY OF CORONA**

5
6 The Administrative Services Agreement for CSA 152 NPDES Program (“Agreement”),
7 entered into as of this ____ day of _____ 2025 by the COUNTY OF RIVERSIDE
8 (“COUNTY”) and the CITY OF CORONA (“CITY”) (individually “Party” and collectively “Parties”)
9 establishes the responsibilities and obligations of each Party concerning the management and
10 financing of COUNTY SERVICE AREA 152 NATIONAL POLLUTANT DISCHARGE
11 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. 92-
26 521 on December 1, 1992; and,

27 **WHEREAS**, COUNTY and CITY are to perform certain duties prescribed in this
28 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. 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.

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

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

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

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

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

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

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

1 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
6 understandings are superseded hereby.

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
11 signing this Agreement on their behalf can and do bind the Parties to the terms of this
12 Agreement.

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

COUNTY OF RIVERSIDE,
On behalf of CSA 152

CITY OF CORONA

Chairman, Board of Supervisors

City Manager

Approved as to Form
County Counsel

Approved as to Form
City Attorney

BY _____

BY _____

ATTEST:
Clerk of the Board

ATTEST:
City Clerk

BY _____

BY _____