

ADMINISTERING ENTITY AGREEMENT
between the California Stormwater Authority
and
the California Stormwater Quality Association

This Administering Entity Agreement (“Agreement”) is made this 14th day of December, 2018, between California Stormwater Authority, a joint powers agency formed pursuant to the California Joint Exercise of Powers Act (hereinafter called “Authority”) and the California Stormwater Quality Association, a California nonprofit public benefit corporation (hereinafter called “CASQA”) (collectively the “Parties”), regarding the funding of administrative, programmatic, and project-related activities for the California Stormwater Authority.

WHEREAS, on June 1, 2018, a Joint Powers Agency for the Authority was formed by the following signatory agencies: the State Water Resources Control Board, the Fresno Metropolitan Flood Control District, and the Alameda County Flood Control and Water Conservation District; and

WHEREAS, the purpose of the Authority is to support research and other activities to develop tools and information to assist public and private entities in complying with stormwater National Pollutant Discharge Elimination System (“NPDES”) permits and improving surface water quality and enhancing water supplies in California; and

WHEREAS, on September 21, 2018, the Board of the California Stormwater Authority appointed CASQA, to serve as the initial Administering Entity for the Authority; and

WHEREAS, as part of its Administering Entity duties, CASQA has appointed an Executive Director acceptable to the Authority’s Board to handle the day-to-day affairs of

the Authority; and

WHEREAS, CASQA agreed upon its appointment to serve as the initial Administering Entity to partially fund the Administering Entity activities of the Authority in an amount not to exceed \$40,000 in actual cash or in-kind services for the Authority's first Fiscal Year (ending December 31, 2018), and for subsequent Fiscal Years in amounts to be determined by both the Authority's and CASQA's Board of Directors; and

WHEREAS, the Authority requests CASQA to continue funding the Administering Entity activities and is willing to meet all requirements under this Agreement.

For valuable consideration, the receipt of which is hereby acknowledged, **IT IS MUTUALLY AGREED BY THE PARTIES AS FOLLOWS:**

1. Purpose. The purpose of this Agreement is to define:
 - a. The relationship between the Parties,
 - b. The roles and responsibilities of each Party, and
 - c. The services and the financial contributions to be transacted between the Parties.

Said purposes will assist the Authority to fulfill its purpose to support research and other activities to develop tools and information to assist public and private entities in complying with stormwater NPDES permits in accordance with the terms and conditions of this Agreement.

2. Funding Amount. CASQA shall provide initial funding to the Authority in an amount not to exceed \$40,000 in actual cash or in-kind services for the Authority's first Fiscal Year. Subject to annual approval by the CASQA Board of Directors, CASQA shall provide total funding in the amount of \$120,000 (\$60,000 each year) over two Fiscal Years

(2019 and 2020) to the Authority to provide funding for the Administering Entity activities to be carried out as described in Provisions 4 and 5 below.

3. Transactions. Funding from CASQA for Administering Entity activities shall be transacted as follows:

- a. Cash – The Authority receives cash funding for services and products provided by contractors engaged directly by the Authority.
- b. In-Kind Services – CASQA keeps records of the monetary value of in-kind services and products provided by contractors engaged directly by CASQA and provides such records to the Authority.

4. Authority's Responsibilities. Dependent on the type of transactional relationship, the Authority has the following responsibilities:

- a. Cash – The Authority shall carry out and perform the Administering Entity activities identified for contractors engaged directly by the Authority in accordance with all requirements set forth in Exhibit 1, attached hereto and incorporated herein by this reference (hereinafter called "Work Plan"). The Authority shall fulfill all assurances, declarations, representations and commitments made by CASQA in support of the Authority's request for funds. The Authority shall immediately provide notice to CASQA in the event Authority wishes to alter the schedule, materials, methods, or deliverables as set forth in the Work Plan. CASQA shall timely consider the Authority's request for alteration.
- b. In-Kind Services – In keeping with Generally Accepted Accounting

Principles (GAAP), the Authority shall retain the records provided by CASQA of the monetary value to the Authority of in-kind services and products provided by contractors engaged directly by CASQA.

- c. By October 15 of each year, the Work Plan will be updated and submitted to CASQA for review.
- d. By January 1, a request for initial year funding will be submitted to CASQA to cover partial or full cash expenses expected during the initial part of the fiscal year. An end of year expense reconciliation will be submitted to CASQA in conjunction with the January 31 Annual Report.

5. CASQA's Responsibilities.

a. CASQA has been appointed as the Authority's Administering Entity designated to have charge of, handle, and have access to any property of the Authority and, if the Authority obtains any property, CASQA agrees to file an official bond in an amount to be fixed by the Parties as required by Government Code section 6505.1.

b. CASQA shall comply with all relevant laws and covenants that it does not and shall not have any interest, direct or indirect, that would conflict in any manner with the performance or its responsibilities as Administering Entity.

c. CASQA acknowledges that the Authority's Board may terminate the Administering Entity, or the individual appointed to handle the Authority's day-to-day affairs without cause with thirty (30) days' written notice pursuant to Provision 13 below.

d. CASQA further acknowledges that the Authority's Board may immediately relieve the Administering Entity, or the individual appointed to handle the Authority's day-to-day affairs, if, in the reasonable judgment of the Board, there is cause

to do so.

e. Dependent on the type of transactional relationship, CASQA has the following additional responsibilities:

- 1) Cash – CASQA shall timely consider and act on the Authority’s request for funding for services and products provided by contractors engaged directly by the Authority.
- 2) In-Kind Services – CASQA shall carry out and perform the Administering Entity activities identified for in-kind services and products provided by contractors engaged directly by CASQA in accordance with all requirements set forth in Exhibit 1, attached hereto and incorporated herein by this reference (hereinafter called “Work Plan”). CASQA shall immediately provide notice to the Authority in the event CASQA wishes to alter the schedule, materials, methods, or deliverables as set forth in the Work Plan. The Authority shall timely consider CASQA’s request for alteration. In keeping with GAAP, CASQA shall keep complete and timely records of the monetary value of in-kind services and products provided by contractors engaged directly by CASQA. CASQA shall timely provide such records to the Authority on a schedule mutually agreeable to the Parties.

6. Term of Agreement. The term of this Agreement will begin on December 14, 2018 and extend through December 31, 2020. The term may be extended for an additional year with each Parties’ Board approval.

7. Reports. Each Party shall submit an Annual Progress Report to the other

Party by January 31 of each year on the status to date of the Administering Entity activities.

8. Administering Entity Activity Oversight. Each Party may inspect the files of the other Party at any reasonable time to ensure activities are being carried out in accordance with this Agreement. During the term of this Agreement, either Party may also request, and the other Party shall provide additional relevant information to ensure the activities are being carried out in accordance with this Agreement. Review or approval of Administering Entity related documents by either Party is solely for the purpose of proper administration of funds and shall not be deemed to relieve or restrict either Party's responsibilities under this Agreement.

9. Disbursement of Funds. Dependent on the type of transactional relationship, the Parties shall adhere to the following procedures:

- a. Cash – CASQA shall timely consider and within 30 days make payment on the Authority's request for funding for services and products provided by contractors engaged directly by the Authority.
- b. In-Kind Services – CASQA shall follow the applicable parts of its Policy and Procedure: *Consultant Selection and Contracting* and CASQA's standard contract provisions for payment for in-kind services and products provided by contractors engaged directly by CASQA.

10. Compliance with Law. Each Party shall comply with and shall require its contractors and subcontractors to comply with all applicable laws, policies and regulations in carrying out this Agreement.

11. Neither Party Acting as Surety. Neither Party guarantees or warrants that

the Administering Entity activities will proceed, be completed, or that the funds will be sufficient to meet incurred expenses. Neither Party guarantees or warrants any estimated costs or budgets set forth in this Agreement. Neither Party shall have responsibility for any aspect of bidding and the selection of contractors and subcontractors to perform any aspect of the work under this Agreement.

12. No Agency Created. Nothing in this Agreement shall create any contractual relationship between any contractor or subcontractor of the Authority and CASQA. The Authority agrees to be fully responsible to CASQA for the acts and omissions of its contractors and subcontractors and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by the Authority. The Authority's obligation to pay its contractors and subcontractors is independent of the obligation of CASQA to disburse funds to the Authority. As a result, CASQA shall have no obligation to pay monies to any contractor or subcontractor of the Authority.

13. Notice of Termination. Either party may terminate this Agreement with thirty (30) days written notice. In the event this Agreement is terminated, and after the payment and fulfillment of all obligations of the Authority, the Authority agrees, upon demand, to immediately distribute all remaining funds and assets to CASQA.

14. Hold Harmless. To the extent permitted by law, the Authority shall fully indemnify, defend, and hold CASQA, its officers, employees and agents, free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorney's fees, judgments, awards or liabilities arising out of this Agreement.

15. Assignment. Neither Party shall be obligated to recognize any assignment

of this Agreement by either Party to any third party, except as agreed to in writing by both Parties.

16. Severability. Should any provision of this Agreement be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this Agreement.

17. Third Party Beneficiaries. This Agreement is only for the benefit of the Parties and not for the benefit of any third party.

18. Legal Authority. Each of the Parties represents and warrants that each person signing this Agreement on behalf of any of the Parties, has legal authority to sign this Agreement, and bind that party.

19. Notices. All notices required to be given pursuant to this Agreement shall be deemed to have been given if delivered personally or if sent by United States mail and by facsimile transmission to the following representatives for the Parties:

CASQA:

California Stormwater Quality Association (CASQA)
P.O. Box 2105
Menlo Park, CA 94026-2105
Attention: Geoff Brosseau, Executive Director

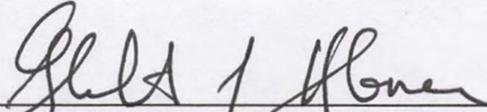
AUTHORITY:

California Stormwater Authority (Authority)
P.O. Box 5743
Ventura, CA 93005
Attention: Gerhardt Hubner, Executive Director

20. Interpretation. This Agreement has been negotiated between the Parties and shall not be construed against any party as the drafting party.

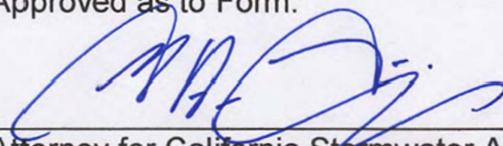
21. Execution of Agreement. This Agreement will be considered binding and effective when it has been fully executed by the Parties. This Agreement may be executed in counterpart originals, with all counterparts taken as a whole constituting the

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

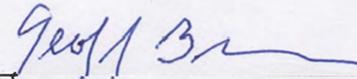


Gerhardt Hubner, Executive Director
on behalf of California Stormwater Authority

Approved as to Form:



Attorney for California Stormwater Authority



Geoff Brosseau, Executive Director
on behalf of CASQA

Approved as to Form:



Attorney for CASQA