

ORIGINAL

AGREEMENT REGARDING FEES FOR FUNDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM FOR THE COUNTY OF SAN MATEO

THIS AGREEMENT is entered into by and between the San Mateo County Flood Control District ("DISTRICT") and the County of San Mateo ("COUNTY").

RECITALS

A. COUNTY is obligated under the federal Clean Water Act , 33 U.S.C. section 1251 et seq., to obtain a National Pollutant Discharge Elimination System ("NPDES") permit ("Permit").

B. COUNTY, along with all other cities in the County, is a party to the Joint Powers Agreement Continuing the Establishment of the City/County Association of Governments ("JPA Agreement"). The JPA Agreement established the City/County Association of Governments ("C/CAG"), with the responsibility of implementing county-wide state mandated plans. Among the powers assumed by C/CAG is the development of a countywide stormwater pollution prevention and control program and the securing of a countywide NPDES Permit.

C. The JPA Agreement provides, at section 6, that each member shall contribute it's pro-rata share of the revenues needed for the annual budget as adopted by the C/CAG Board of Directors. The budget includes the amount needed to obtain the required NPDES permit and to implement the NPDES program.

D. In the past, the NPDES program has been funded on behalf of C/CAG and its member agencies, in major part, through charges against property imposed by DISTRICT under authority contained in the San Mateo Flood Control District Act, and collected annually on the tax bill. The revenue obtained through imposition of this charge is ultimately for the benefit of participating C/CAG agencies, including COUNTY.

E. In consideration of the adoption of a NPDES charge by DISTRICT, it is appropriate that COUNTY indemnify DISTRICT to the extent of the charges collected on its behalf to fund the NPDES program.

NOW, THEREFORE, THE PARTIES HERETO AGREE that, in consideration of the DISTRICT'S consent to collect COUNTY'S portion of the required amounts necessary to fund the NPDES program, COUNTY agrees to indemnify and save harmless DISTRICT for all amounts collected by DISTRICT on behalf of COUNTY, in the past or in the future, that DISTRICT is required to refund for any reason whatsoever.

IN WITNESS WHEREOF, the parties hereto have affixed their hands.

Dated: _____

COUNTY OF SAN MATEO

By _____

Jerry Hill, President

San Mateo County Board of Supervisors

Dated: _____

DISTRICT

By _____