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ADMINISTRATIVE SERVICES AGREEMENT
FOR CSA 152 NPDES PROGRAM
BY AND BETWEEN
COUNTY OF RIVERSIDE AND CITY OF MORENO VALLEY

The Administrative Services Agreement for CSA 152 NPDES Program (“Agreement”), entered into as of this ____ day of _____ 2025, 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, the Parties 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 the Parties in the administration and implementation of the NPDES Permits is in the best interests of the Parties; and,

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

WHEREAS, the Parties 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	APPROVED:	APPROVED:
5	COUNTY OF RIVERSIDE	CITY OF MORENO VALLEY
6	On behalf of CSA 152	
7	_____	_____
8	Victor Manuel Perez, Chairman	Ulises Cabrera, Mayor
9	Board of Supervisors	
10	ATTEST:	ATTEST:
11	_____	_____
12	_____, Clerk of the Board	M. Patricia Rodriguez, City Clerk
13		
14	APPROVED AS TO FORM:	APPROVED AS TO FORM:
15	_____	_____
16	Stephanie K. Nelson, County Counsel	Steven B. Quintanilla, City Attorney