

FUNDING AGREEMENT
Removal of Debris Materials

This Funding Agreement ("AGREEMENT"), dated as of July
12th, 2022, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the City of Temecula, a California municipal corporation ("CITY"). DISTRICT and CITY are individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto agree as follows:

RECITALS

A. DISTRICT is the owner of certain real property located in the city of Temecula, ("PROPERTY") as shown in concept in orange on **Exhibit "A"**, attached hereto and incorporated herein by this reference. PROPERTY is used for flood control and water conservation facilities and open space. A significant portion of PROPERTY is in its natural condition.

B. At various times, significant amounts of trash, debris, biological materials, abandoned personal property and other similar material ("MATERIALS") accumulate on PROPERTY, which needs to be cleaned up in order to maintain the efficiency of the flood control and water conservation facilities, the integrity of the natural state of PROPERTY, and to reduce the risk of soil and water contamination.

C. CITY benefits from the efforts to maintain the efficiency of the flood control and water conservation facilities, the integrity of the natural state of PROPERTY, and to reduce the risk of soil and water contamination as residential, commercial, parks and recreation facilities are located around PROPERTY and are within the jurisdictional boundaries of CITY.

D. CITY has experience and expertise in the maintenance of drainage facilities and the implementation of stormwater quality programs and activities to comply with the

requirements of the National Pollutant Discharge Elimination System ("NPDES") permit and Municipal Separate Storm Sewer System ("MS4") Permit.

E. DISTRICT and CITY desire to use their respective resources to maintain PROPERTY for the mutual benefit of both Parties.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this AGREEMENT and as follows:

AGREEMENT

1. Maintenance of DISTRICT PROPERTY.

A. DISTRICT hereby grants to CITY, its agents and contractors the authority to enter PROPERTY for the purpose of removing MATERIALS, subject to the terms of this AGREEMENT. The General Manager-Chief Engineer of DISTRICT shall designate in writing to CITY the person who shall represent DISTRICT in the coordination and supervision of the removal of MATERIALS ("DISTRICT REPRESENTATIVE") and the contact information for such representative. The City Manager of CITY shall designate in writing to DISTRICT the person who shall represent CITY in the coordination and supervision of the removal of MATERIALS ("CITY REPRESENTATIVE") and the contact information for such representative.

B. CITY, its agents and contractors may enter PROPERTY for the purpose of the removal of MATERIALS either at the request of DISTRICT or upon its own determination that such MATERIALS are present on PROPERTY. If CITY determines MATERIALS are on PROPERTY and need to be removed, CITY shall notify DISTRICT REPRESENTATIVE in writing as soon as practicable following such determination of the location and nature of MATERIALS. CITY shall attempt to make such notification at least ten (10) calendar days prior to the removal of MATERIALS, in accordance with the Material Removal Procedures as set

forth in Exhibit "B", attached hereto and incorporated herein by this reference. However, CITY's notification shall be no less than three (3) business days prior to MATERIALS removal.

C. Once the pre-material removal assessment and other requisite actions have been taken, CITY shall remove MATERIALS with its own forces or with contractor in accordance with (i) Exhibit "B", Material Removal Procedures; (ii) CITY's Ordinance No. 17-12 adopted on November 14, 2017 and CITY's Administrative Procedure regarding the Removal of Unlawful Campsites, Bulky Items and Personal Property adopted on October 24, 2017; and (iii) all applicable federal, state and local laws, rules and regulations in order to prevent the infringement of any state or federal rights. Additionally, CITY shall record the removal of MATERIALS in accordance with Exhibit "C", Cleanup Report ("REPORT"), attached hereto and incorporated herein by this reference. The General Manager-Chief Engineer of DISTRICT and the City Manager of CITY are hereby authorized to amend this Agreement for the limited purpose of (i) updating PROPERTY as shown in Exhibit "A", and (ii) revising the procedures and/or reporting set forth in Exhibits "B" and "C".

D. CITY must submit a completed REPORT(s) to DISTRICT within seven (7) calendar days after the completion of each MATERIALS removal.

E. DISTRICT reserves the right to postpone the removal of MATERIALS located on PROPERTY and/or reassign the removal of MATERIALS to DISTRICT by following the procedures set forth in the Materials Removal Procedures. Such delays and reassignments shall be handled on a case-by-case basis as to be determined by DISTRICT REPRESENTATIVE in consultation with CITY staff.

2. Regulatory Permits.

A. Any permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the removal of MATERIALS must be obtained prior to commencing removal of MATERIALS. Such documents include, but are not limited to, those

issued by the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority, hereinafter called "REGULATORY PERMITS". DISTRICT shall be responsible for determining what, if any, REGULATORY PERMITS must be obtained prior to the removal of MATERIALS. Responsibility for REGULATORY PERMITS shall be handled on a case-by-case basis as to be determined by DISTRICT REPRESENTATIVE.

B. In the event that CITY needs to obtain any of the REGULATORY PERMITS, CITY shall ensure that any REGULATORY PERMITS secured by CITY, including any subsequent renewal or amendments thereto, will not (i) impede DISTRICT's ability to perform all necessary operation and maintenance activities for PROPERTY as determined by DISTRICT; or (ii) include any stipulations that would result in additional mitigation obligations being placed upon DISTRICT for maintenance operations within DISTRICT's right of way.

3. Compensation for Services Performed by CITY.

A. The compensation for services performed by CITY under this AGREEMENT shall not exceed the total of sum of: (i) Seventy-Five Thousand Dollars (\$75,000.00) in any given fiscal year; and (ii) Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) over the entire term of this AGREEMENT ("DISTRICT CONTRIBUTION"); and shall be used by CITY solely for the purpose of removal of MATERIALS as set forth herein.

DISTRICT CONTRIBUTION is contingent upon the availability of DISTRICT funds and budgetary approval.

B. In the event AGREEMENT is terminated, DISTRICT shall make payment for all services performed in accordance with this AGREEMENT to the date of termination in accordance with Section 5(b)(c).

4. Accounting for Services Performed by CITY.

A. Prior to the commencement of any removal of MATERIALS, CITY shall submit to DISTRICT an estimate of costs for removal of MATERIALS and obtain approval by DISTRICT of the costs. DISTRICT shall pay to CITY the CITY's actual reasonable costs of performing the work to remove MATERIALS as provided in this AGREEMENT, including, but not limited to, the costs of contractors performing such work on behalf of CITY and any onsite hazardous materials assessment that may be needed.

B. On a quarterly basis, CITY shall prepare and submit to DISTRICT an itemized invoice, prepared in a form satisfactory to DISTRICT, within thirty (30) calendar days after the end of the quarter in which CITY removed MATERIALS from PROPERTY.

<u>Quarter</u>	<u>Start</u>	<u>End</u>	<u>Invoice Due Date</u>
First Quarter	July 1	September 30	October 31
Second Quarter	October 1	December 31	January 31
Third Quarter	January 1	March 31	April 30
Fourth/Final Accounting Quarter	April 1	June 30	July 31

C. CITY's invoice shall include a detailed breakdown of all costs, including, but not limited to, AGREEMENT tracking number; the date(s) the removal of MATERIALS was performed; an itemization of labor and hours worked by each unique classification; contractor and associated costs; and other such documents as may be necessary to establish the actual cost

of MATERIALS removal. A copy of the completed REPORT(S) must also be attached to the invoice.

D. DISTRICT shall notify CITY of any objections to such invoices within thirty (30) calendar days of submission of the invoice to DISTRICT. In the event CITY determines that a charge was billed incorrectly, an addendum to the invoice in question shall be provided, and DISTRICT shall be reimbursed or credited for the amount incorrectly charged. Within forty-five (45) calendar days of receipt of an appropriate invoice, DISTRICT shall pay the invoice. DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

E. CITY shall maintain records of the costs incurred in accordance with reasonable accounting standards.

F. CITY shall keep an accurate accounting of all MATERIALS removal costs and include this final accounting for each DISTRICT fiscal year (July 1 through June 30) when invoicing DISTRICT for MATERIAL removal costs.

G. DISTRICT, the County of Riverside or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this AGREEMENT. CITY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. CITY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

H. Term and Termination.

A. The term of this AGREEMENT shall commence upon its full execution by the authorized delegates by all Parties and shall terminate on June 30, 2025, unless terminated sooner.

B. The City Manager of CITY or the General Manager-Chief Engineer of DISTRICT may terminate this AGREEMENT for any reason or no reason upon ten (10) business

days written notice to the other Party stating the extent and effective date of terminate ("Notice of Termination").

C. In the event this AGREEMENT is terminated, CITY shall stop all work under this AGREEMENT on the date specified in the written Notice of Termination. DISTRICT shall not reimburse for costs incurred after the termination date and shall make payment for all services performed in accordance with this AGREEMENT to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this AGREEMENT as the services actually bear to the total services necessary for performance of this AGREEMENT.

I. Prevailing Wage.

All contracted workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial Relations, State of California, the determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule, which is on file at DISTRICT office and which will be made available to any interested person upon request.

J. Indemnification.

A. CITY shall indemnify, defend and hold harmless DISTRICT and County of Riverside (including each of their Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives) (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any acts, omissions or services of CITY or

CITY's independent contractor(s) and subcontractor(s), its officers, employees, agents or representatives arising out or in any way relating to this AGREEMENT, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of CITY or CITY's independent contractor(s) and subcontractor(s), its officers, employees, agents or representatives ("Indemnitors") from this AGREEMENT. CITY or CITY's independent contractor(s) and subcontractor(s) shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by CITY or CITY's construction contractor(s), CITY or CITY's construction contractor(s) shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim without the prior consent of DISTRICT and the County of Riverside, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY or CITY's construction contractor(s) indemnification to Indemnitees as set forth herein.

C. CITY or CITY's construction contractor(s) obligation hereunder shall be satisfied when CITY or CITY's construction contractor(s) has provided to DISTRICT and the County of Riverside the appropriate form of dismissal relieving DISTRICT and the County of Riverside from any liability for the action or claim involved.

D. The specified insurance limits required in this AGREEMENT shall in no way limit or circumscribe CITY's contractor(s) obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

E. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such

interpretation shall not relieve CITY's construction contractor(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

F. This AGREEMENT is to be construed in accordance with the laws of the State of California. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by AGREEMENT shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

G. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

K. Insurance.

A. Without limiting or diminishing CITY's obligation to indemnify or hold DISTRICT harmless, CITY's shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this AGREEMENT. As respects to the insurance section only, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

i. Workers' Compensation. If CITY has employees as defined by the State of California, CITY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability

(Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

ii. Commercial General Liability. Commercial General Liability insurance coverage, including, but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CITY's performance of its obligations hereunder. Policy shall name DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this AGREEMENT or be no less than two (2) times the occurrence limit.

iii. Vehicle Liability. If CITY's vehicles or mobile equipment are used in the performance of the obligations under this AGREEMENT, then CITY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this AGREEMENT or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT and the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

iv. General Insurance Provisions – All Lines.

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by DISTRICT Risk Manager. If DISTRICT Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

b. CITY must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of DISTRICT Risk Manager before the commencement of operations under this AGREEMENT. Upon notification of self-insured retention deemed unacceptable to DISTRICT, and at the election of DISTRICT Risk Manager, CITY's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this AGREEMENT with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c. CITY shall cause their insurance carrier(s) or its contractor's insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by DISTRICT Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) calendar days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CITY's insurance carrier(s) policies does not meet the minimum notice requirement found herein, CITY's shall cause CITY's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration or reduction in coverage, this AGREEMENT shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An

individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

d. It is understood and agreed by the Parties hereto that CITY's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

e. If, during the term of this AGREEMENT or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this AGREEMENT, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this AGREEMENT and the monetary limits of liability for the insurance coverages currently required herein, if, in DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CITY's has become inadequate.

f. CITY shall pass down the insurance obligations contained herein to all tiers of contractor(s) and subcontractor(s) working under this AGREEMENT.

g. The insurance requirements contained in this AGREEMENT may be met with a program(s) of self-insurance acceptable to DISTRICT.

h. CITY's agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this AGREEMENT

B. CITY shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. In addition, CITY's contractor(s) shall, within thirty (30)

calendar days prior to expiration of this insurance, furnish to DISTRICT certificates of insurance and endorsements evidencing renewal of the insurance. DISTRICT reserves the right to require complete certified copies of all policies of CITY's contractors and subcontractors at any time.

L. General.

A. This AGREEMENT is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right or action based upon the provisions of this AGREEMENT.

B. The Parties hereto each pledge to cooperate in regard to their respective responsibilities under this AGREEMENT.

C. Any waiver by DISTRICT or by CITY of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require exact, full and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof or estopping DISTRICT or CITY from enforcement hereof.

D. This AGREEMENT is to be construed in accordance with the laws of the State of California.

E. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this AGREEMENT shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

F. Any and all notices sent or required to be sent to the parties of this AGREEMENT will be mailed by first class United States Mail, postage prepaid, effective

on the second business day following deposit in the United States Mail, to the following addresses:

To DISTRICT: **RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**
1995 Market Street
Riverside, CA 92501
Attn: Imad Guirguis, Chief of Operations and Maintenance
Email address: inguirgu@rivco.org
Attn: Deborah de Chambeau, Chief of Planning Division
Email address: dldecham@RIVCO.ORG

To CITY: **CITY OF TEMECULA**
41000 Main Street
Temecula, CA 92590
Attn: Aaron Adams, City Manager
Email Address: aaron.adams@temeculaca.gov

D. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. The obligation(s) of DISTRICT is limited by and contingent upon the availability of DISTRICT funds for DISTRICT's CONTRIBUTION toward AGREEMENT as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CITY in writing.

F. This AGREEMENT is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel. The fact that this AGREEMENT was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this AGREEMENT shall not be construed against DISTRICT because DISTRICT prepared this AGREEMENT in its final form.

G. This AGREEMENT is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive

statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This AGREEMENT may be changed or modified only upon the written consent of the Parties hereto.

H. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each Party of this AGREEMENT agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this AGREEMENT. The Parties further agree that the electronic signatures of the Parties included in this AGREEMENT are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on

July 12th, 2022

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By 
JASON E. UHLEY
General Manager-Chief Engineer


By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors


APPROVED AS TO FORM:

ATTEST:

COUNTY COUNSEL

KECIA HARPER
Clerk of the Board

By 
STEPHANIE K. NELSON
Deputy County Counsel

By 
Deputy

(SEAL)

Funding Agreement: City of Temecula
Removal of Debris Materials
06/14/22
AK:blm

JUL 12 2022 11.5

RECOMMENDED FOR APPROVAL:

CITY OF TEMECULA

By _____
AARON ADAMS
City Manager

APPROVED AS TO FORM:

ATTEST:

By _____
PETER M. THORSON
City Attorney

By _____
RANDI JOHL
City Clerk

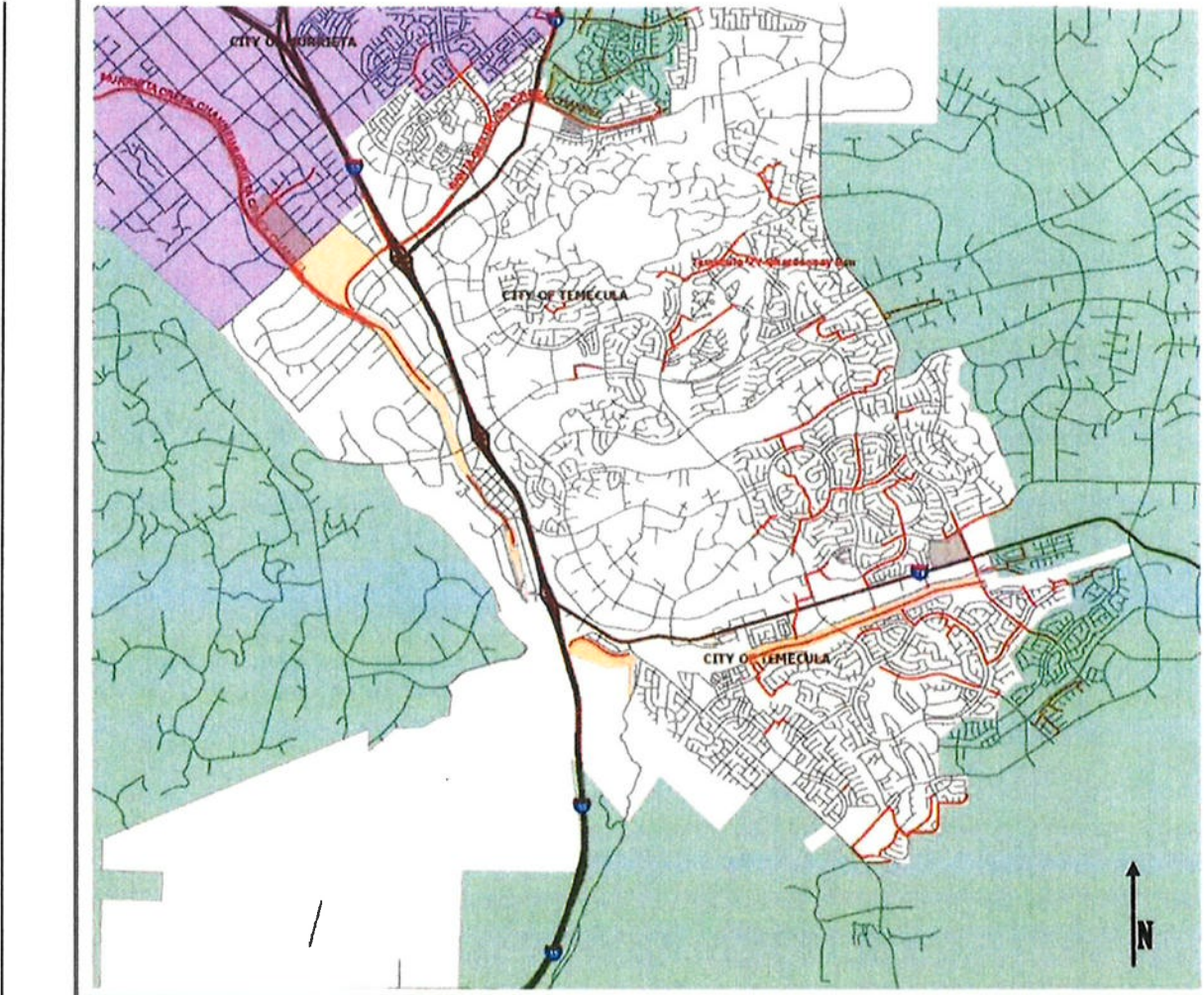
FINANCE: 12 10/27/22

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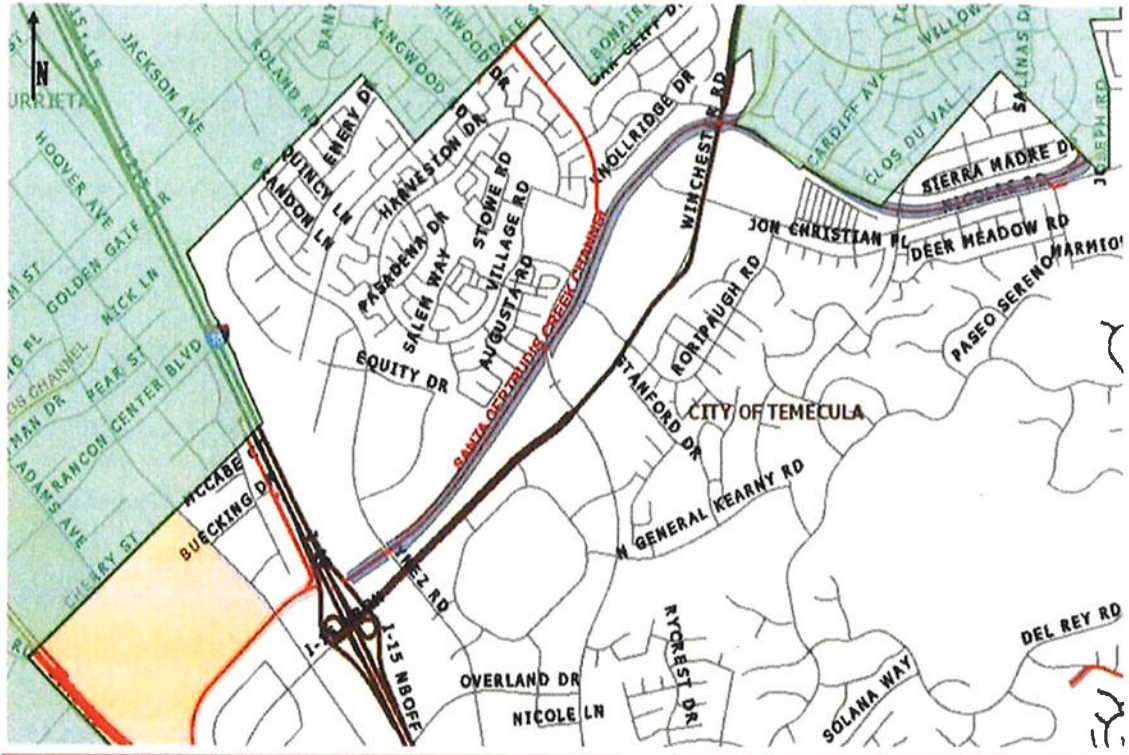
Funding Agreement: City of Temecula
Removal of Debris Materials
06/14/22
AK:blm

EXHIBIT A
DISTRICT PROPERTY

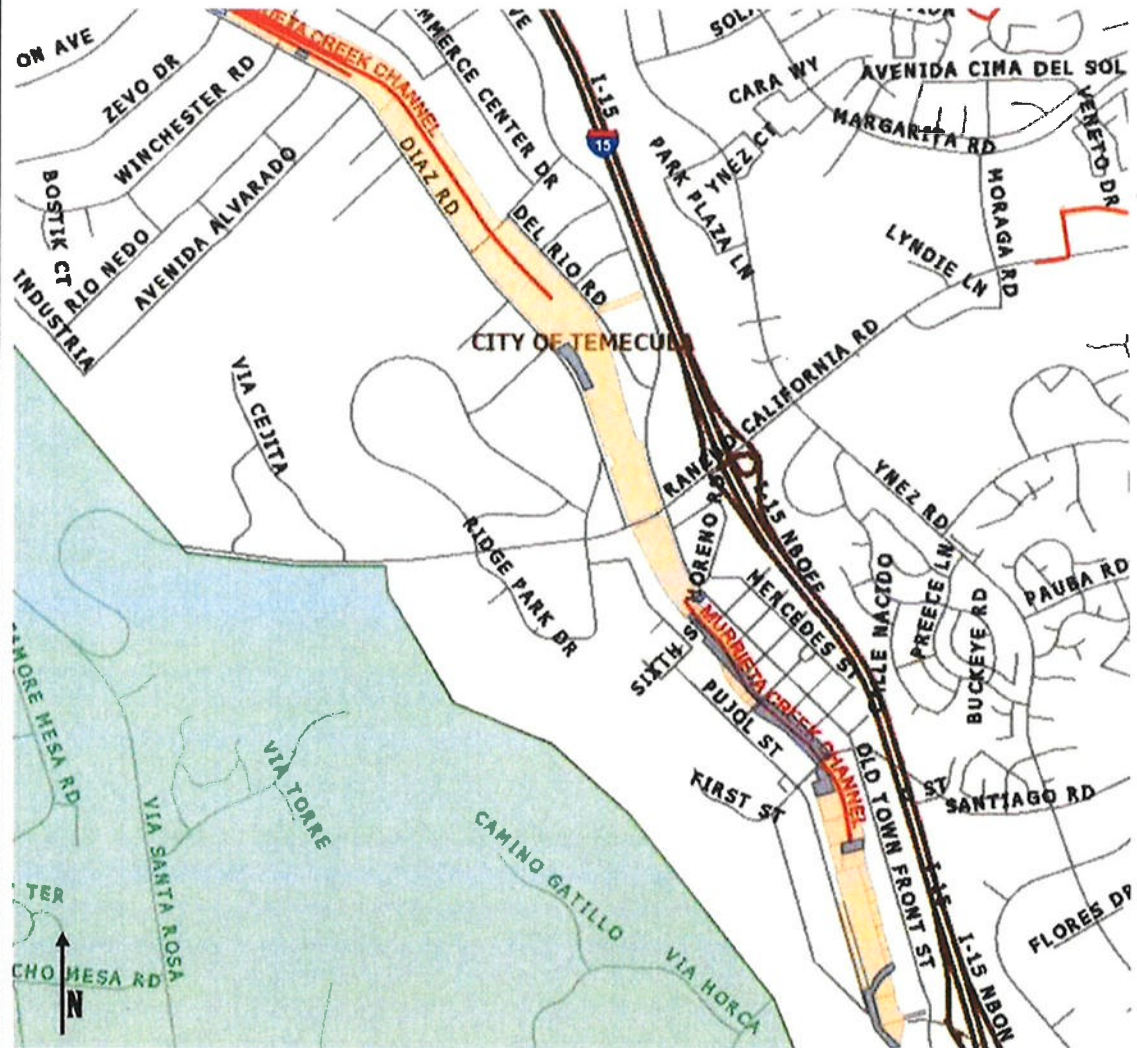
DISTRICT PROPERTY Overview



DISTRICT PROPERTY Detail – Santa Gertrudis Creek Channel



DISTRICT PROPERTY Detail – Murrieta Creek Channel (continued)



DISTRICT PROPERTY Detail – Temecula Valley Storm Drains & Chardonnay Basin Detail



DISTRICT PROPERTY
Detail – Temecula/Pechanga Creeks & Temecula Creek Channel

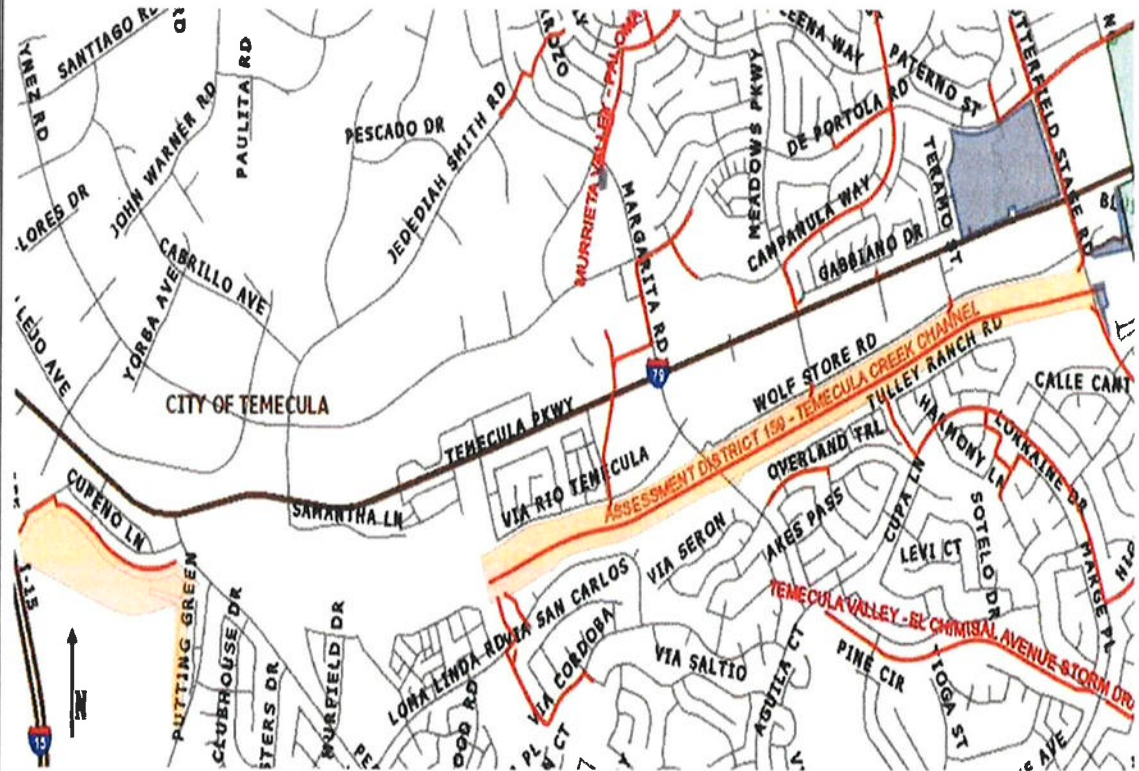


EXHIBIT B

Material Removal Procedures

PURPOSE: To describe the procedure for coordination between the Riverside County Flood Control and Water Conservation District ("DISTRICT") and the City of Temecula ("CITY") regarding the removal of trash, debris, biological material, abandoned personal property and other similar material ("MATERIALS") from DISTRICT facilities and rights of way.

SCOPE: This procedure is for CITY and DISTRICT staff involved in the removal of MATERIALS within DISTRICT facilities and rights of way in the city of Temecula.

REFERENCE REGULATIONS:

- Federal Clean Water Act, Section 402, including the National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permits
- Code of Federal Regulations (CFR), Title 40, Part 112 (40 CFR Part 112) - Oil Pollution Prevention
- 40 CFR Part 122 - EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
- 40 CFR Part 261 - Identification and Listing of Hazardous Waste
- California Health and Safety Code, Division 20, Chapter 6.5 - Hazardous Waste Control
- California Water Code, Division 7, Chapter 5.5 - Compliance With the Provisions of the Federal Water Pollution Control Act as Amended in 1972
- California Code of Regulations, Title 22, Division 4.5 - Environmental Health Standards for the Management of Hazardous Waste
- California Code of Regulations, Title 24, Part 9 - California Fire Code, Chapter 50 - Hazardous Materials - General Provisions
- County of Riverside Ordinance 651 - Disclosure of Hazardous Materials and Formulation of Business Emergency Plans
- Drainage Area Management Plan for the Santa Ana/Santa Margarita Watersheds
- DISTRICT's Municipal Facility Pollution Prevention Plan/Stormwater Management Plan

BACKGROUND: At various times, significant amounts of MATERIALS accumulate on DISTRICT's facilities and rights of way. Such MATERIALS must be removed to maintain the efficiency of the flood control and water conservation facilities, the integrity of the natural state of DISTRICT's facilities and rights of way, and to reduce the risk of soil and water contamination. DISTRICT, through its statutory authority, must undertake efforts to address illegal dumping on DISTRICT-owned property that may result in the discharge of pollutants to flood control facilities to the extent feasible.

The removal of MATERIALS from DISTRICT facilities and rights of way ("MATERIALS REMOVAL") comes with safety hazards beyond those normally encountered when working with tools, equipment, etc. Potential hazards include biological material (e.g., human feces, used needles), violent encounters, and contact with other hazardous materials, including munitions. These potential hazards require planning and coordination with other county and local agencies prior to cleanup to assure it is safe for staff to proceed.

PROCEDURE: DISTRICT's Operations and Maintenance Division has primary responsibility for MATERIALS REMOVAL within DISTRICT flood control facilities and/or rights of way. As such, DISTRICT's Chief of Operations and Maintenance is designated as DISTRICT REPRESENTATIVE for the purposes of MATERIALS REMOVAL and associated funding agreement. At the request of the Chief of Operations and Maintenance or his/her designee, DISTRICT's Watershed Protection Division will provide support for hazardous waste removal and reporting.

All reports of MATERIALS located within DISTRICT facilities and/or rights of way are to be directed to DISTRICT's Chief of Operations and Maintenance. The Chief of Operations and Maintenance or his/her designee, as well as DISTRICT's General Manager-Chief Engineer and Assistant Chief Engineer, may also initiate a response on DISTRICT's behalf without having received a first received a report. A report must be filed via email.

1. MATERIALS IDENTIFICATION & NOTIFICATION

- A. Upon a determination that MATERIALS is impacting DISTRICT rights of way, CITY staff shall conduct a site visit and begin documenting MATERIALS REMOVAL strategy in the Cleanup Report, including pre-MATERIALS REMOVAL photographs of the location(s).

- B. Notwithstanding Chapter 8.12 of CITY's Municipal Code, CITY shall not declare DISTRICT's PROPERTY a public nuisance and initiate public nuisance abatement proceedings against DISTRICT. DISTRICT's PROPERTY shall be defined as public property for purposes of CITY's Administrative Procedure and CITY's Ordinance No. 17-12.
- C. CITY must notify DISTRICT's Chief of Operations and Maintenance via email as soon as practicable following such determination of the location(s) and nature of MATERIALS. CITY shall attempt to make such notification at least ten (10) days prior to MATERIALS REMOVAL; however, CITY's notification shall be no less than three (3) business days prior to MATERIALS REMOVAL. The notification shall include:
- i. A map depicting the location(s) of MATERIALS;
 - ii. The corresponding coordinates of the location(s);
 - iii. Site characteristics (e.g., located in a watercourse or channel, discharging into receiving waters, discharging into a storm drain);
 - iv. Size and scope of proposed MATERIALS REMOVAL;
 - v. Estimated cost to complete the MATERIALS REMOVAL;
 - vi. Substances involved (e.g., electronic waste, oil/grease, human waste/sewage, household products, trash, fuel, chemicals, weapons/ammunition, sharps/medical waste);
 - vii. Approximate quantities of MATERIALS;
 - viii. Unique circumstances, including but not limited to the following: MATERIALS are located in a riparian area, or one or more ramps are needed;
 - ix. Whether proposed MATERIALS REMOVAL includes vegetation clearing;
 - x. Investigation details;
 - xi. Initial photographs of MATERIALS;
 - xii. Description of photographs;
 - xiii. Whether CITY intends to perform the removal of the MATERIALS by its own forces or by procurement of a contractor; and
 - xiv. Proposed starting date(s) and time(s) of MATERIALS REMOVAL.
- D. Chief of Operations and Maintenance or his/her designee will review the information and, as appropriate:
- i. Assign an Operations and Maintenance representative to scout the site(s) and/or attend the pre-MATERIALS REMOVAL assessment;

- ii. Obtain any regulatory permits and/or provide any notifications that are needed;
- iii. Approve or disapprove proposed removal of vegetation. DISTRICT has mitigation areas on PROPERTY from which vegetation cannot be removed. Notwithstanding Step Four: Clean Up contained in CITY's Administrative Procedure, which states, "Contractor will take every step necessary to remove vegetation from the encampment in an effort to eliminate natural shelters and increase public visibility of the encampment area," CITY and DISTRICT agree that CITY will not remove vegetation on DISTRICT's PROPERTY unless DISTRICT expressly grants CITY permission to do so;
- iv. Approve proposed starting date(s) and time(s) of MATERIALS REMOVAL; or
- v. Notify CITY if the proposed starting date(s) and/or starting time(s) of MATERIALS REMOVAL needs to be postponed; or
- vi. Reassign MATERIALS REMOVAL to DISTRICT.

2. PRE-MATERIALS REMOVAL ASSESSMENT

- A. Once the MATERIALS REMOVAL starting date(s) and time(s) have been set by CITY and approved by DISTRICT, CITY shall conduct a pre-MATERIALS REMOVAL assessment. The assessment shall include a determination if hazardous materials/items are present.
- B. If hazardous materials/items are present or if CITY is unsure of their presence, CITY shall conduct/arrange for an onsite hazardous materials assessment. If the assessment finds MATERIALS in PROPERTY that endanger health or the environment, CITY must:
 - i. Immediately notify DISTRICT's Chief of Operations and Maintenance and Chief of Watershed Protection via email that a hazardous materials cleanup is needed; and
 - ii. Notify the appropriate agencies – which may include but is not limited to the appropriate Regional Water Quality Control Board, local Fire Department, County of Riverside Hazardous Materials Management Division and the California Office of Emergency Services – California State Warning Center – in accordance with all applicable federal, state, and local laws, rules, and

regulations. CITY may request DISTRICT's assistance in notifying the appropriate agencies.

3. REMOVAL OF MATERIALS

- A. If necessary, CITY shall coordinate the removal of hazardous materials from PROPERTY once the necessary permits are obtained and all required regulatory notifications are completed.
- B. CITY implements the MATERIALS REMOVAL for non-hazardous materials in accordance with appropriate procedures, including CITY's Administrative Procedure regarding the Removal of Unlawful Campsites, Bulky Items, and Personal Property, and safety guidelines once the necessary permits are obtained and all required regulatory notifications are completed.

4. CLOSEOUT

- A. CITY must document the completion of MATERIALS REMOVAL strategy in the Cleanup Report, including photographs of the location(s) post-cleanup.
- B. CITY must submit a completed Cleanup Report to DISTRICT within seven (7) calendar days after the completion of each MATERIALS REMOVAL.
- C. CITY shall submit invoice to DISTRICT. The invoice shall include a detailed breakdown of all costs, including but not limited to:
 - i. The Funding Agreement tracking number;
 - ii. Date of the invoice;
 - iii. The date(s) of the MATERIALS REMOVAL;
 - iv. An itemization of CITY's labor and hours worked by each unique classification;
 - v. Contractor(s), subcontractor(s), and associated costs; and
 - vi. Other such documents as may be necessary to establish the actual cost of the MATERIALS REMOVAL.
- D. If applicable, DISTRICT's Watershed Protection Division shall document the Hazardous MATERIALS REMOVAL in the Illicit Connection/Illegal Discharge (ICID) Complaints Database and follow up with the Regional Board as necessary.

EXHIBIT C
CLEANUP REPORT

Cleanup Report

DATE: _____ TIME: _____
CONTACT PERSON: _____ PHONE: _____

SITE LOCATION: _____
PARCEL NO: _____

NEAREST CROSS STREET: _____ CITY: _____ ZIP: _____

ARE THE MATERIALS LOCATED IN A WATERCOURSE OR CHANNEL YES NO

ARE THE MATERIALS BEING DIRECTLY DISCHARGING INTO RECEIVING WATERS: YES NO

ARE THE MATERIALS BEING DIRECTLY DISCHARGING TO A STORM DRAIN: YES NO

SUBSTANCES INVOLVED: Electronic Waste Oil/Grease Human Waste/Sewage
 Household Products Trash Fuel (Gas/Diesel/Jet A) Chemicals _____ Other _____

APPROXIMATE QUANTITIES: _____

INVESTIGATION DETAILS: _____

PHOTOS TAKEN BEFORE AND AFTER: YES NO [include photos]

PHOTO DESCRIPTIONS: _____

OTHER AGENCIES CONTACTED: HazMat Team RWQCB EPA Dept. of Fish & Game
 County Environmental Health Services Other _____

ACTION TAKEN: _____

INVOICE NO: _____ DATE: _____ AMOUNT: _____

NAME: _____ AGENCY: _____

SIGNATURE: _____ DATE: _____