

Debris Removal Right-of-Entry Permit
(For Providing Debris Removal on Private Property)

County of [Insert County]
Department of Health - Environmental Health & Safety
123 Main Street
Anytown, CA 90000

Property Address: _____

Assessor's Parcel Number (APN): _____

Age of Structure(s): _____

The undersigned hereby certifies they/he/she are/is (check):

_____ The owner(s) with authority to grant access to the property at
(address) _____.

_____ The authorized agent of the Property Owner resident at above address.

I, _____ (Owner/Owner's authorized agent) hereby permit the County of [Insert County] (County), State of California, and Federal Government, and all of their officers, employees, agencies, contractors and subcontractors, to enter the Owner's property located at the above-referenced address (the Property), subject to all licenses, easements, encumbrances, and claims of title affecting the Property upon the following terms and conditions:

This is not a request for a permanent easement and/or right-of-way and the permission granted will automatically terminate upon completion of the Work, as determined at the discretion of County, its officers, employees, designees and/or permittees.

1. Grant of Right-of-Entry.

- a. Permission is hereby granted and Owner hereby grants to County, State of California, Federal Government, and all of their officers, employees, agencies, designees, and/or permittees a right of entry ("Permit") to enter the Property, and all related areas, for the purpose of inspecting, testing, removing, and clearing wildfire-generated debris of whatever nature including but not limited to ash, structural foundations, vehicles, trailers, construction debris, waste or other materials from the Property, subject to the terms and conditions set forth in this Permit (the Work).
- b. Owner understands and accepts that the entity performing debris removal on behalf of County will determine on a case-by-case basis what materials qualify as "debris" to be removed from the site pursuant to the removal program and that trees deemed hazardous to work crews may also be removed pursuant to this Permit.
- c. Owner understands that this Permit does not obligate County, its contractors, or other government agents to perform inspection, testing, or debris clearance.

Property Address: _____

APN: _____

- d. Owner understands that County will undertake no cleanup action until this Permit is signed and returned. Owner understands that participation in this program shall not operate to either require or prohibit County from later deeming a condition remaining on the property a public nuisance.
- e. Owner will not be charged for the work conducted by County, the State of California, the Federal Government, or all of their officers, employees, agencies, contractors, and subcontractors. However, if Owner receives insurance proceeds or compensation from any other source for debris removal, Owner's obligation is set out in Section 2 of this Permit.

2. Private Insurance Coverage. All debris removal services will be provided at no direct cost to Owner. However, most homeowner policies have coverage to pay for the costs of removal of wildfire-generated debris and damaged items. Owner has an obligation to file an insurance claim if coverage is available in order to avoid a duplication of benefits. Owner understands that in the event state or federal financial assistance is received by Owner for purposes of inspecting, testing or removing debris under this Permit, state and federal law require Owner to assign and/or provide County any insurance proceeds Owner is entitled to for the removal of debris from the Property, up to the actual cost of removing wildfire-generated debris, as more fully described below. (The California Disaster Assistance Act, California Government Code sections 8680-8692; California Code of Regulations, Title 19, section 2925; The Stafford Act, 42 United States Code section 5155.)

a. Specified Debris Removal Insurance Coverage

If Owner's insurance in effect at the time of the wildfire provides specific coverage for debris removal, or provides any other similar coverage, Owner hereby assigns any and all rights, benefits, and proceeds with respect to these particular specific coverages under any applicable insurance policy to County. Owner also hereby authorizes that any benefits or proceeds payable under the coverage for debris removal, or any other similar coverages, be paid directly to County up to the specified amount of coverage and up to the actual cost of removing wildfire-generated debris, after which Owner shall not be liable for any further costs to County.

b. No Specified Debris Removal Insurance Coverage

If Owner's insurance in effect at the time of the wildfire does not provide specific and separate coverage for debris removal, but debris removal coverage is included within another larger coverage category, payment to County shall be limited to the unused benefit amount, if any, in that coverage category after the residence is rebuilt, after which Owner shall not be liable for further costs to County. Owner hereby assigns any and all rights, benefits, and proceeds of any unused benefit amount that is eligible for debris removal remaining in a larger coverage category to County.

c. Insurance Information

Owner agrees to inform the insurance company listed below of this assignment, and will instruct the insurance company to issue all insurance proceeds that are eligible for debris removal

directly to County consistent with this section. In the event the insurance company listed below issues insurance proceeds to Owner for the removal of debris from the Property, Owner agrees to immediately and without delay forward such insurance proceeds to County.

Owner authorizes the release to County of Owner's pertinent insurance information (i.e., insurance policy, declarations page, and any policy endorsements) from Owner's insurance provider for the policy that was in effect at the time of the wildfire and authorizes County to request a copy of Owner's insurance policy and related documents from Owner's insurance provider. Owner makes this assignment and authorization in consideration of County's agreement to perform the services of removing wildfire-generated debris from the insured property.

Owner also understands that, when requested, Owner must provide a copy of the insurance policy, proof/statement of loss and settlement agreement from Owner's insurance company to County.

Owner (___ does, ___ does not) have homeowner's or other similar insurance. If Owner indicates that Owner does not have such insurance, Owner certifies under penalty of perjury under the laws of the State of California that there was no insurance in effect at the time of the wildfire which may provide coverage for the costs of inspection, testing or removing debris.

Insurance Information for the Property:

Insurance Company: _____
Policy Number: _____
Claim Number: _____
Agent Name: _____ Phone: _____

Secondary Insurance Information for the Residential Property or other damaged items on the property:

Insurance Company: _____
Policy Number: _____
Claim Number: _____
Agent Name: _____ Phone: _____

Additional Insurance Information for the Property or other damaged items on the property:

Insurance Company: _____
Policy Number: _____
Claim Number: _____
Agent Name: _____ Phone: _____

3. Indemnification – Hold Harmless. County shall not be liable for, and Owner shall indemnify and hold harmless County, the State of California, the Federal Government, and any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury,

death, and charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter, collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Permit, and Owner hereby releases, discharges, and waives any Claims or any action, in law or equity, arising therefrom. This indemnification is required by state and federal law, including the California Emergency Services Act, California Government Code section 8655 and the Stafford Act, 42 United States Code, section 5148.

4. Authority. Owner represents and warrants that it has full power and authority to execute and fully perform its obligations under this Permit without the need for any further action, including but not limited to any further action, notice to, or approval from any co-owner(s), leaseholder(s), tenant(s), lender(s), or lienholder(s), and any person(s) executing this Permit on behalf of the Owner(s) is the duly designated agent(s) of Owner(s) and is authorized to do so, and that fee title to the Property vests solely in Owner(s). If this Right of Entry Permit is executed by anyone other than Owner(s), it shall be accompanied by a complete and legible notarized authorization form signed by Owner(s). Incomplete or illegible authorization forms will not be recognized as a lawful designation of authority.

5. State of California Disaster Debris Removal Program: By initialing each provision below, Owner(s) hereby acknowledge the following activities that will be conducted by County and/or County's Agents:

_____ **Eligibility:** This program is applicable **only** to residential property.

_____ **Owner Notification of Entry:** As this program involves access to the Property by County and/or County's agents at various times throughout the cleanup process, Owner(s) will only be contacted to arrange for cleanup at the "Ash and Debris Cleanup." This contact will attempt to be made 24-48 hours in advance. Owner(s) will not be contacted for property access during the other phases. All agents associated with the program will have proper identification and will provide that upon request.

The Property (_____ is, _____ is not) a rental property and Owner(s) (_____ does, _____ does not) request for the tenant to be contacted prior to entry for special instructions. Owner(s) (_____ do, _____ do not) transfer all decisions related to cleanup to tenant.

Contact Information for the Tenant:

Name: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

_____ **Property Accessibility:** Due to the need for property access by County and/or County's Agents, the Property will be made accessible throughout the cleanup process (i.e., Owner(s) will provide gate code/keys to ensure property access.) Owner(s) acknowledges either (_____) a gate code or (_____) a key is required for access. Owner shall provide a gate code: _____ or key which shall be dropped off at the debris removal operations center.

_____ **Foundations:** In order to participate in this program, Owner(s) must allow removal of all foundations. Stem walls and retaining walls may be left on a case-by-case basis for erosion control purposes only, as approved by the Operations Chief and/or his or her designee. Any Owner(s) initiating participation in the program and later deciding to keep a foundation will be withdrawn from the program and billed for cleanup services up to that point. In addition, it is Owner's responsibility to fill any depression(s) left on the Property from the removal of foundations.

_____ **Soil Sampling:** Part of the debris removal program is to take soil samples in the debris footprint to determine if all ash is removed and no longer poses a public threat. In some instances, if soil samples do not meet the cleanup goals for this project, additional soil will be removed from the debris footprint and more soil samples will be taken. In order to participate in this program, Owner(s) must allow access to County's agents so all necessary soil sampling can be conducted after all debris and ash is removed.

_____ **Wells and Septic Systems:** Pumping and/or removal of wells and septic tanks/systems are not part of this program. Only those septic tanks that are deemed to be hazardous to cleanup crews will be pumped. All other identified wells/septic tanks will be fenced off to ensure proper marking and safety.

_____ **Propane/Fuel Tanks:** Propane and other fuel tanks found on the Property will be assessed as part of the Household Hazardous Waste Process. Tanks will be assessed to determine whether fuel remains. Small and medium tanks (less than 80 gallons capacity) will be removed. Large propane tanks that are leased by a gas company will not be removed through this program (property owners must contact the gas company and arrange for them to pick up/remove their damaged tank.) If tanks are owned by the property owner, they may be removed through this program.

Owner(s) acknowledge that they (_____ do, _____ do not) own large propane tank(s) and the Owner(s) (_____ does, _____ does not) want them removed during the "Ash and Debris Cleanup" phase.

_____ **Damage to Pre-Existing Property Improvements:** Debris and ash removal crews will do their best to avoid and minimize damage to areas and intact structures surrounding the impacted property site. Where pre-existing property improvements are identified in advance by Owner(s) as part of the Permit, the Operations Chief *may* authorize attempted repair or replacement of any pre-existing property improvement damaged during the Work. However Owner(s) acknowledges Section 3 of this Permit, "Indemnification-Hold Harmless."

6. Entire Agreement. This Permit constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

7. Modification. The provisions of this Permit may not be modified, except by a written instrument signed by both parties.

8. Partial Invalidity. If any provision of this Permit is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

9. Successors and Assigns. This Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

10. Notices. Any notice required hereunder shall be provided as follows:

Contact Information for the County:

Department of Health - Environmental Health & Safety
Sally Smith
County of Anytown
625 Main Street
Anytown, CA 95404

Contact Information for the Owner:

Name: _____
Mailing Address: _____
Phone Number: _____
Email Address: _____

11. Submission by Facsimile or Email Attachment. In lieu of personal delivery, Owner(s) may elect, at his/her own option and at his/her own risk, to transmit to County by facsimile or email attachment a complete, legible, and fully executed Right of Entry Permit and (as applicable) an Owner Authorization to Designate Agent form. Owner(s) is responsible to ensure complete, legible, timely, and accurate transmission of such documents, and County shall not be held responsible for any errors or omissions related to electronic or facsimile transmission, including but not limited to errors resulting from failed or delayed transmission, delays resulting from SPAM filters, technical malfunctions of facsimile machines or electronic communication equipment, inability to open attached documents, or other failure of County to timely receive and act upon these documents.

- a. Fax: (555) 555-5555
- b. Email (attach as pdf): ROE@county.ca.gov

12. Fraudulent or Willful Misstatement of Fact. The Property Owner/agent understands that an individual who fraudulently or willfully misstates any fact in connection with this agreement may be subject to penalties under state and federal law, including civil penalties, imprisonment for not more than five years, or both, as provided under 18 United States Code, section 1001.

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IN WITNESS WHEREOF, Owner and County of [Insert County] have executed this Permit effective _____, 2018.

Owner 1 Signature
Print Name: _____

Owner 2 Signature
Print Name: _____

Approved by County of [Insert County] and verified that the Property, APN, and Owner are accurate and meet the eligibility requirements of program:

By: _____
Director of Environmental Health

**Disaster Debris Removal Program
Property Information**

Please identify all that apply on the Property:

Large Item Description	Quantity	Keep	Remove	Comments
Vehicles				
Boats				
Trailers				
Other:				

Underground Tanks	Location	Construction Date (If Known)	Comments
Septic ¹			
Fuel/Oil ²			
Water			
Other:			

1. Septic tanks will be pumped of all waste as part of the debris removal project if posed as a hazard to crews.
2. Owner(s) must provide documentation of ownership for large propane tanks to be removed.

Underground Structures	Location	Construction Date (If Known)	Comments
Basement			
Root Cellar			
Other:			

