

Property Address: _____

APN: _____

Debris Removal Right-of-Entry Permit

(For Providing Debris Removal on Private Property)

This form *must* be completed and submitted by: **August 5th, 2016**
in order to participate in this debris removal program.

Kern County Public Health Services Department
Environmental Health Division
2700 M Street, Suite 300
Bakersfield, CA 93301

Date: _____

Property Address: _____ City: _____

Assessor's Parcel Number (APN): _____

Age of Structure(s): _____

I, _____ (Owner), hereby permit the County of Kern, its officers, employees, state agencies, contractors, and subcontractors (County Agent), to enter the Owner's property located by the above-referenced address, subject to all licenses, easements, encumbrances, and claims of title affecting the Property upon the following terms and conditions:

- 1. Grant of Right-of-Entry:** Permission is hereby granted and Owner hereby grants to the County, its officers, employees, designees and/or permittees a right of entry ("Permit") to enter upon the Property, and all related appurtenances thereto, for the purpose of inspecting, testing materials on, removing, and clearing any or all wildfire-generated debris of whatever nature including but not limited to ash, vehicles, trailers, miscellaneous debris, construction debris, waste, or other materials from the Property, subject to the terms and conditions set forth in this Permit, and to perform all incidents necessary thereto. 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 structural foundations and trees deemed hazardous may also be removed pursuant to this program. It is fully understood that this Permit does not create any obligation on the County to perform inspection, testing, or debris clearance. Owner understands that the County will undertake no cleanup action until this Right-of-Entry 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.

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

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2. **Private Insurance Coverage:** Most homeowner insurance policies have coverage to pay for the costs of removal of wildfire-generated debris. Owner understands that in the event state financial assistance is received by the Owner for purposes of inspection, testing, or removing debris hereunder, state law (California Disaster Assistance Act, California Government Code sections 8680-8692) requires the Owner to reimburse the County for the cost of removing wildfire-generated debris to the extent covered in the Owner's insurance policy. Owner hereby assigns to the County of Kern any and all insurance proceeds he/she would be entitled to for the removal of debris from the property described in this Permit. Owner agrees to inform the Insurance Company listed below of this assignment and will instruct the Insurance Company to issue all insurance proceeds directly to the County of Kern. In the event Insurance Company listed below issues insurance proceeds to Owner for the removal of debris from the subject property, Owner agrees to immediately and without delay forward such insurance proceeds to the Kern County Public Health Services Department, Environmental Health Division.

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 the 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 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.

- a. Insurance Information for the Property:
- b. Insurance Company: _____
- c. Policy Number: _____
- d. Agent Name: _____
- e. Agent Phone Number: _____

3. **Duplication of Benefits:** Owner (☐ has, ☐ has not) and (☐ will, ☐ will not) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), individual and family grant program, or any other public assistance program. Owner will advise County in writing of any insurance settlements for debris removal in accordance with terms set forth in Section 2 of this Permit. Owner further agrees to reimburse the County within thirty (30) days of receipt from such insurance proceeds, for the cost of the debris removal conducted by the County, in accordance with terms set forth in Section 2 of this Permit. In the event the insurance proceeds are less than the cost of debris removal incurred by the County, Owner will not be responsible for the difference. If the insurance proceeds exceed the County's cost of debris removal, Owner will keep any excess proceeds. Owner understands that all disaster related funding, including that for debris removal from private property, is subject to audit.

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4. County's Obligations: In consideration of the permission granted, the County agrees to the following:

- a. No permanent structure that appears safe and habitable to the entity performing debris removal will be disturbed or damaged. Work will be performed in such a manner that it will not materially affect ingress or egress to or from property. This determination shall not operate to either require or prohibit the County from later determining that a public nuisance exists on the property. If Owner is present at time debris removal team enters the property and demands that certain debris not be removed, this debris will not be removed. Owner understands and acknowledges that if he/she refuses to allow removal of debris deemed hazardous by federal, state, or local officials, Owner shall still be legally responsible to timely and lawfully remove the hazardous debris at his/her own cost.
- b. Gates shall be closed and/or locked at all times, except when ash and debris removal activities are in progress.
- c. Any pre-existing improvements on property, such as fences, gates, etc. which are damaged or temporarily removed in the debris removal process will be repaired and/or replaced.

5. Indemnification – Hold Harmless: County shall not be liable for and Owner shall indemnify and hold harmless the County, the State of California, California Governor's Office of Emergency Services (CalOES), California Environmental Protection Agency (CalEPA), California Department of Resources Recycling and Recovery (CalRecycle), 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, 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 shall hereby release, discharge, waive any claims, or any action, in law or equity, arising therefrom.

5.1 Owner shall make Owner's best efforts to mark any sewer lines, utilities (electricity, gas, cable, etc.), septic tanks, and water lines located on the Property.

6. No County Assumption of Liability for Remediation: In consideration of the assistance County is providing to Owner under this Permit at no cost to Owner and subject to the Section 4 of this Permit, County assumes no liability or responsibility, and Owner shall not seek to recover from the County, the State of California, CalOES, CalEPA, CalRecycle, or any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers, the costs of any remediation of damages to the Property incurred due to actions taken pursuant to this Permit.

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7. **County's Agents:** Any person, firm, or corporation authorized in writing to work upon the Property by the County shall be deemed to be County's agent, including but not limited to the State of California, Cal OES, CalEPA, CalRecycle, contractors and subcontractors and shall be subject to all applicable terms hereof.
8. **Authority:** Owner represents and warrants that it has full power and authority to execute and fully perform its obligations under this Permit pursuant to its governing instruments, 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 agents 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 Authorization Form signed by Owner(s). Incomplete or illegible Authorization Forms will not be recognized as a lawful designation of authority.
9. **State of California Disaster Debris Removal Program:** By initialing below, Owner(s) hereby acknowledge the following activities that will be conducted by the County and/or County's Agents:

_____ **Eligibility:** This program is applicable **only** to residential properties, including rental properties, where occupants reside as a primary or secondary home. Properties must not be owned under any business or commercial affiliation, other than as a primary/secondary residence (i.e., resort or retreat complex, LLC, etc.). Any property that is sold prior to issuance of the cleanup certification, will be withdrawn from the program and billed for cleanup services, unless both new and former owners sign a property transfer affidavit.

_____ **Owner Notification of Entry:** As this program involves access to 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" phase (Step 4). This contact will attempt to be made 24-48 hours in advance. Owner(s) will not be contacted for property access during the other steps. 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 the 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 Address: _____

APN: _____

_____ **Property Accessibility:** Due to the need for property access by County and/or the County's Agents, 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 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 the 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 the County Agents so all necessary soil sampling can be conducted after all debris and ash is removed.

_____ **Hazard Trees:** Trees identified by a Certified Arborist as dead or dying may be deemed hazardous. Hazardous trees may be cut down and removed through this Permit if they are deemed to constitute a hazard to the debris removal crews.

Owner understands and accepts that the debris removal team may not remove all trees on the property that are hazardous (or may later prove hazardous) and is advised to independently consult an arborist about any remaining trees that the Owner is concerned may be potentially hazardous. Tree stumps will not be 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 Assessment and Removal phase (Step 1). 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 during the ash and debris cleanup phase (Step 4).

Owner(s) acknowledge 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.

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_____ **Repairs:** 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 wells, septic, and leach lines are properly identified in advance by the Owner(s) as part of the Permit; the Operations Chief **may** authorize attempted repair of any damage done to these as part of the cleanup process (Please note: before and after photos are taken of site conditions.) However, ultimately, the Owner(s) acknowledges the Permit indemnification-hold harmless clause (Section 5 above) for all structures associated with Property.

_____ **Driveways and Roads:** Repair of publicly accessed roads and driveways is not part of this program. Road damage to public right-of-ways will be addressed by the County of Kern. Damage to privately owned driveways as a result of this program's operations will be assessed and **may** be repaired on a case-by-case basis, as determined by the Operations Chief. Repair to damaged concrete or asphalt driveways will consist only of gravel placement for purpose of ingress/egress.

10. 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.

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

12. 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.

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

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

Contact Information for the County:
Kern County Public Health Services Department
Environmental Health Division
2700 M Street, Suite 300
Bakersfield, CA 93301
Phone: 661-862-8740

Contact Information for the Owner:
Name: _____
Mailing Address: _____
Phone Number: _____
Email Address: _____

Property Address: _____

APN: _____

15. 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 the 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 the County to timely receive and act upon these documents.

- a. Fax: 661-862-8701
- b. Email (attach as pdf): EH@co.kern.ca.us

IN WITNESS WHEREOF, Owner and County of Kern have executed this Permit effective _____, 2016.

By: _____
Owner 1 Signature

Owner 2 Signature

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

By: _____
Printed Name

Signature

Title

Property Address: _____

APN: _____

Disaster Debris Removal Program Property Information

Please check all that apply on the Property:

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

APN: _____

(i.e. directions to contractors to access Property or notable items Owner wishes to try to recover):

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