

# **Sulphur Fire Debris Removal Right-of-Entry Permit**

(For Providing Debris Removal on Private Property)

## **THIS FORM MUST BE RETURNED TO LAKE COUNTY ENVIRONMENTAL HEALTH BY NOVEMBER 13, 2017**

Lake County Health Services Department  
Environmental Health Division  
922 Bevins Court, Lakeport CA, 95453 707-263-1164

Date: \_\_\_\_\_

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 Lake and City of Clearlake (County), (City), its officers, employees, state 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:

**1. Grant of Right-of-Entry.** Permission is hereby granted and Owner hereby grants to the County, City of Clearlake, State of California, Federal Government, and all of their 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, 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 and City of Clearlake 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 to work crews may also be removed pursuant to this Permit. The Owner understands that this Permit does not obligate the County, City of Clearlake, its contractors, or other government agents to perform inspection, testing, or debris clearance. Owner understands that County and City of Clearlake 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 and City of Clearlake from later deeming a condition remaining on the property a public nuisance. Owner will not be charged for the work conducted by the County, City of Clearlake, government agencies, or its contractors. However, if the Owner receives insurance proceeds or compensation from any other source for debris removal, the Owner's obligation is set out in paragraphs 2 and 3, below.

**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 County, City of Clearlake, its officers, employees, designees and/or permittees.**

**2. Private Insurance Coverage.** Most homeowner and auto insurance policies have coverage to pay for the costs of removal of wildfire-generated debris and damaged items. Owner understands that in the event state financial assistance is received by Owner for purposes of inspection, testing or removing debris hereunder, state law (California Disaster Assistance Act, California Government Code sections 8680-8692) requires Owner to reimburse County for the cost of removing wildfire-generated debris to the extent covered in Owner's insurance policy. Owner hereby assigns to County any and all insurance proceeds he/she would be entitled to for the removal of debris and damaged items from the Property. 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 County. 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.

If the Owner has insurance in effect at the time of the wildfire that provides coverage for debris removal; and/or vehicle removal; or provides any other similar coverages, the Owner hereby assigns any and all rights, benefits, and proceeds with respect to these particular coverages under any applicable insurance policy to County. Owner also hereby authorizes that any benefits or proceeds payable under the coverage for vehicle and debris removal, or any other similar coverages, be paid directly to County up to the specified amount of coverage, after which Owner shall not be liable for any further costs to County. In the event that coverage for debris removal, or any other similar coverages, are not provided on the basis of a specified amount but are included within another 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 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. Duplication of Benefits.**

Property Owner/agent has an obligation to file an insurance claim if coverage is available. Property Owner/agent understands and acknowledges that receipt of compensation or reimbursement for performance of the aforementioned activities from any source, including Small Business Administration, private insurance, an individual and family grant program or any other public or private assistance program could constitute a duplication of benefits prohibited by federal law. If the Property Owner/agent receives any compensation from any source for debris removal activities on this Property, the Property Owner/agent will report it to the County.

Owner will advise County in writing of any insurance settlements for debris removal in accordance with the terms set forth in Section 2 of this Permit. Owner further agrees to reimburse County within thirty (30) calendar days of receipt from such insurance proceeds, for the cost of the debris removal conducted by County in accordance with the 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 County, Owner will not be responsible for the difference. If the insurance proceeds exceed 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.

**4. County’s Obligations.** In consideration of the permission granted, County and City of Clearlake 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 the Property. This determination shall not operate to either require or prohibit County and City of Clearlake from later determining that a public nuisance exists on the Property. If Owner is present at time the

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 the 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 and City of Clearlake shall not be liable for, and Owner shall indemnify and hold harmless County, City of Clearlake, the State of California, California Governor’s Office of Emergency Services (CalOES), the California Environmental Protection Agency (CalEPA), the California Department of Resources Recycling and Recovery (CalRecycle), 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.

**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 Section 4 of this Permit, County assumes no liability or responsibility, and Owner shall not seek to recover from County, CalOES, CalEPA, CalRecycle, the Federal Government, 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.

**7. County and City of Clearlake’s Agents.** Any person, firm, or corporation authorized in writing to work upon the Property by the County shall be deemed to be County and City of Clearlake’s agent, including but not limited to the State of California, Cal OES, CalEPA, CalRecycle, the Federal Government, 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 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.

**9. 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, City of Clearlake and/or County and City of Clearlake's Agents:

\_\_\_\_\_ **Eligibility:** This program is applicable **only** to residential property, including rental properties, and contents thereon, where occupants reside as a primary or secondary home. The Property 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 the Property by County, City of Clearlake and/or County and City of Clearlake'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 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.

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Property Address: \_\_\_\_\_

APN: \_\_\_\_\_

\_\_\_\_\_ **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 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 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.

\_\_\_\_\_ **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 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, Owner(s) acknowledges the Permit indemnification-hold harmless clause (Section 5 above) for all structures associated with the 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 County and/or City of Clearlake. 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.

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Property Address: \_\_\_\_\_  
APN: \_\_\_\_\_

**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:

Raymond Ruminski  
Lake County Public Health Services Department  
Environmental Health Division  
922 Bevins Court, Lakeport CA, 95453

Contact Information for the Owner:

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**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: 707-263-1681

b. Email (attach as pdf): lakeeh@lakecountyca.gov

**16.** 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 USC 1001.

**IN WITNESS WHEREOF**, Owner and County of Lake have executed this Permit effective \_\_\_\_\_, 2017.

\_\_\_\_\_  
Owner 1 Signature  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Owner 2 Signature  
Print Name: \_\_\_\_\_

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

By: \_\_\_\_\_  
Denise Pomeroy, Health Services Director



## Disaster Debris Removal Program Property Information

**Please check 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 <sup>1</sup>			
Fuel/Oil <sup>2</sup>			
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:			

### Special Instructions

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

Property Address: \_\_\_\_\_  
APN: \_\_\_\_\_

Lined area for text entry.

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Property Address: \_\_\_\_\_  
APN: \_\_\_\_\_