

DEPARTMENT: Administration

BY: Rick Benson
PHONE: 966-3222

RECOMMENDED ACTION AND JUSTIFICATION: Approval of "Right of Entry Permit" for the Oliver/Telegraph fires and authorize the County Health Officer or his designee to sign.

The State Department of Toxic Substances Control (DTSC) sponsors a program whereby they will remove hazardous materials from properties damaged through disasters at no cost to the property owner. The County Health Department is in the process of implementing this program locally in conjunction with DTSC.

In order to allow State and/or County employees on to affected property, it is necessary to obtain permission from the property owner. The attached "Right of Entry Permit," which has been reviewed by County Counsel, is required to obtain permission. This form requires your Board's approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS: The Board has previously directed departments to take all reasonable steps to assist property owners affected by the Telegraph Fire

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: The County will not be able to take advantage of the program provided by DTSC.

Financial Impact? () Yes (x) No	Current FY Cost: \$	Annual Recurring Cost: \$
Budgeted In Current FY? () Yes () No () Partially Funded		
Amount in Budget: \$		List Attachments, number pages consecutively
Additional Funding Needed: \$		Certificate of Recognition & Appreciation
Source:		
Internal Transfer		
Unanticipated Revenue	_____ 4/5's vote	
Transfer Between Funds	_____ 4/5's vote	
Contingency	_____ 4/5's vote	
() General () Other		

CLERK'S USE ONLY:

Res. No.: 08-444 Ord. No. _____
Vote - Ayes: 5 Noes: _____
Absent: _____
[Signature] Approved
() Minute Order Attached () No Action Necessary

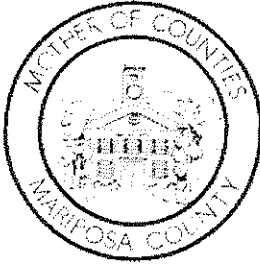
COUNTY ADMINISTRATIVE OFFICER:

Requested Action Recommended
 No Opinion
Comments:

The foregoing instrument is a correct copy of the original on file in this office.

Date: _____
Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: _____
Deputy

CAO: *[Signature]*



**Oliver/Telegraph Fire
Right-of-Entry Permit**
(For providing hazardous waste inspection and removal)

_____ (“Owner”), hereby permits the County of Mariposa, its officers, employees, agents, contractors and subcontractors (“County”), to enter upon Owner’s property commonly identified as _____, County of Mariposa, State of California (“Premises”), subject to all licenses, easements, encumbrances, and claims of title affecting the Premises upon the following terms and conditions:

1. Grant of Right-of-Entry. Owner hereby grants County a right-of-entry (“Permit”) over the Premises for the purpose of inspecting the Premises, testing materials on the Premises, removing and clearing any or all hazardous waste of whatever nature from the Premises, subject to the terms and conditions set forth in this Permit. 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.

2. Notice of Hazards. Owner is aware that the following **circled** items were present on the Premises immediately prior to the wildfire:

- Propane tanks
- Acetylene cylinders
- Compressed gas cylinders
- Guns
- Ammunition
- Hazardous substances
- Septic tanks
- Underground storage tanks
- Other known hazards (describe): _____

The above-circled items were located in the following areas of the Premises:

3. Hold Harmless. County shall not be liable for, and Owner shall indemnify and hold harmless County, the United States Government, the Federal Emergency Management Agency (FEMA), The State of California, NRCS, Cal Fire 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 hereby release, discharge and waive any claims and action, in law or equity, arising there from. Owner shall make Owner's best efforts to mark any sewer lines, utilities, septic tanks and water lines located on the Premises.

4. 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, County assumes no liability or responsibility, and Owner shall not seek to recover from County, the United States Government, the Federal Emergency Management Agent (FEMA), the State of California, National Resource Conservation Service, Cal Fire, California Conservation Corps, California Department of Corrections and Rehabilitation or any their officers, agencies, agents, contractors, Sub-contractors, employees and volunteers, the costs of any remediation of damages to the Premises incurred due to actions taken pursuant to this Permit.

5. County's Agents. Any person, firm, or corporation authorized to work upon the Premises by the County shall be deemed to be County's agent, including but not limited to California Environmental Protection Agency and its contractors, National Resource Conservation Service, Cal Fire, California Conservation Corps, and California Department of Corrections and Rehabilitation and shall be subject to all applicable terms hereof.

6. 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, and that the person(s) executing this Permit on behalf of Owner are the duly designated agents of Owner and are authorized to do so, and that fee title to the Premises vests solely in Owners.

7. 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.

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

9. 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.

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

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

For the County:

Insert Name
Solid Waste Division Debris Coordinator
Insert Address
Mariposa, Ca 95338

Insert phone number

For the Owner:

Name: _____
Address: _____

Phone number: _____

IN WITNESS WHEREOF, Owner and County have executed this Permit effective as of _____ (date).

COUNTY: COUNTY OF MARIPOSA A political subdivision of the State of California By: _____ _____	OWNER: Property Address: _____ _____ By: _____ (signature) Phone # 1: _____ Phone # 2: _____ Email Address: _____ _____
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Please supply the following Insurance Information:

Insurance Company: _____	Agent Name: _____
Policy #: _____	Agent Phone #: _____
_____	_____