



County of Santa Clara
 Department of Environmental Health
 1555 Berger Drive #300
 San Jose, CA 95112
 Email: DEHWildfire@cep.sccgov.org
 Phone: (408) 918-3411
 www.EHInfo.org

Name of Owner(s)/Agent:	
Phone Number of Owner(s)/Agent:	
Email of Owner(s)/Agent:	
Property Address:	
Assessor's Parcel No. (APN):	

Right-of-Entry Permit for Debris and/or Hazard Tree Removal on Private Property

I / we, _____, certify that I am / we are the owner(s), or authorized agent of the owner(s), of the real property located at the above address (hereinafter "Owner"). I hereby certify that I have full power and authority to execute this Right of Entry Permit (ROE) without the need for any further action, including, but not limited to, notice to or approval from any other party.

I / we hereby grant County of Santa Clara ("County"), as well as the State of California ("State"), and the Federal Government, and their officers, employees, agencies, and independent contractors (collectively, the "Government"), a ROE upon the real property specified above by address and APN (hereafter the "Property") and will guarantee access to the property for the activities described herein.

1. Time Period: This ROE shall expire 36 months after the date of the Owner's signature(s), below, or when the Debris and Hazard Tree Removal activities described below are complete, as determined in the sole discretion of the Government, whichever date is sooner.

2. Purpose: The Government is granted this ROE to inspect, cut, test, remove, and clear wildfire-generated debris of whatever nature including but not limited to burned or partially burned structures, ash, concrete foundations, contaminated soil, vehicles, trailers, waste, hazard trees or other debris from the Property ("Debris and Hazard Tree Removal").

3. Hazard Trees: Hazard Trees are wildfire-damaged trees that have been so damaged by the fires that their structural integrity is compromised and that pose an immediate threat of falling onto work crews or obstructing their access to the debris clearance site, or falling onto a public right of way or public improved property. The Government has sole discretion on whether to take or leave the hazard trees, to determine whether a tree is hazardous, and to approve tree removal from private roads. Debris and Hazard Tree Removal does not include the removal of tree stumps.

4. Authorized Activities: Owner hereby grants to the Government, the right to determine, in the Government's sole discretion, which hazard trees, materials and items on the Property are eligible and will be removed for Debris and Hazard Tree Removal. Owner is responsible for removing, at Owner's expense, any items not eligible for Debris and Hazard Tree Removal. Owner's failure to remove items not eligible for Debris and Hazard Tree Removal may later be deemed a public nuisance by local officials.

5. Reimbursement: All Debris and Hazard Tree Removal activities are provided by the Government at no direct cost to Owner. However, the Owner agrees hereby to file an insurance claim if Owner possesses homeowner's, automobile, or property insurance. Most homeowner's insurance policies include coverage for Debris and Hazard Tree Removal. State and federal law require Owner to assign any Debris and Hazard Tree Removal insurance proceeds to the Government to avoid a duplication of benefits (42 USC § 5155; 44 CFR § 204.62). In consideration of the Government's agreement to perform Debris and Hazard Tree Removal, Owner agrees to inform the insurance company listed below of this assignment and agrees to release their insurance information to the Government. This ROE shall constitute Owner's compliance with California Insurance Code section 791.13 authorizing the insurance company to communicate directly with the Government regarding any and all insurance issues related to the Debris and Hazard Tree Removal.

Specified Debris and/or Hazard Tree Removal Insurance Coverage: If Owner's insurance in effect at the time of the wildfire provides specific coverage for Debris and Hazard Tree Removal, then Owner hereby assigns any and all rights, benefits, and proceeds with respect to these particular specific coverages to the County and hereby authorizes that any benefits or proceeds be paid directly and solely to County, in an amount not to exceed the actual cost of the Debris and/or Hazard Tree Removal. Owner shall not be liable for any further Debris and Hazard Tree Removal costs to County.

No Specified Debris and/or Hazard Tree Removal Insurance Coverage: If Owner's insurance in effect at the time of the wildfire does not provide specific and separate coverage for Debris and/or Hazard Tree Removal, but such coverage is

included within another larger coverage category, then payment to County shall be limited to the unused benefit amount, after the residence is rebuilt. Owner hereby assigns any and all rights, benefits, and proceeds of any unused benefit amount that is eligible for Debris and/or Hazard Tree Removal remaining in a larger coverage category to County, in an amount not to exceed the actual cost of the Debris and/or Hazard Tree Removal.

Specified Automobile Insurance Coverage: If Owner's automobile insurance in effect at the time of the wildfire provides specific coverage for vehicle removal, then Owner hereby assigns any and all rights, benefits, and proceeds with respect to these particular specific coverages to the County and hereby authorizes that any benefits or proceeds to be paid directly to County, in an amount not to exceed the actual cost of the vehicle removal. Owner shall not be liable for any further vehicle removal costs to County.

No Specified Automobile Insurance Coverage: If Owner's automobile insurance in effect at the time of the wildfire does not provide specific and separate coverage for vehicle removal, but vehicle removal coverage is included within another larger coverage category, then payment to County shall be limited to the unused benefit amount. Owner hereby assigns any and all rights, benefits, and proceeds of any unused benefit amount that is eligible for vehicle removal remaining in a larger coverage category to County, in an amount not to exceed the actual cost of the vehicle removal.

In the event the insurance company or companies listed below issue insurance proceeds for Debris and Hazard Tree Removal or vehicle removal directly to Owner, then Owner shall promptly inform the County of the amount of such proceeds and remit such insurance proceeds to County, not to exceed the actual cost of the applicable Debris and/or Hazard Tree Removal.

Homeowner's Insurance:

Insurance Company:	
Policy Number:	
Claim Number:	
Agent's Name:	
Agent's Phone / e-mail:	

Secondary Insurance, or personal property insurance for other damaged items on the Property:

Insurance Company:	
Policy Number:	
Claim Number:	
Agent's Name:	
Agent's Phone / e-mail:	

Automobile Insurance for car, boat, trailer or other vehicles on the Property:

Insurance Company:	
Policy Number:	
Claim Number:	
Agent's Name:	
Agent's Phone / e-mail:	

If Owner does not have homeowner's and/or automobile insurance, or other similar insurance, then Owner certifies under penalty of perjury by his/her signature below that no insurance coverage for the costs associated with fire Debris and/or Hazard Tree Removal at the Property was in effect at the time of the wildfire:

Owner's signature	Date
Owner's signature	Date
Owner's signature	Date

Any property that is sold prior to issuance of the cleanup certification will be withdrawn from the program, unless both new and former Owners sign a property transfer affidavit. Costs for work completed will be billed to the insurance company listed above if applicable.

6. Waiver of Liability: Owner acknowledges that the Government's decisions about when, where, and how to provide Debris and Hazard Tree Removal services on Owner's property are discretionary functions. Owner hereby acknowledges that the Government is not liable for any claim based on the exercise or performance, or failure to exercise or perform, a discretionary function, and promises not to make such a claim. **Owner further releases and agrees to hold and save harmless the Government from all liability for any damage or loss whatsoever that may occur during or after performance of the Government's Debris and Hazardous Tree Removal activities. Please also see sections 10 and 11, below.** Owner therefore waives any claims or legal action against the Government. This indemnification is required by state and federal law, including the California Emergency Services Act, California Government Code section 8655, California Code of Regulations, Title 19, section 2925, and the Stafford Act, 42 United States Code, sections 5148 and 5173. Nothing in this section impacts the Owner's right to pursue claims with insurance companies under their applicable insurance policy or policies.

Owner agrees that the methodology for identifying and removing hazard trees, and other debris material, and the selection of personnel to identify hazard trees and other debris material, shall be at the sole discretion of the Government and Owner expressly waives and releases any claims in that regard. Owner expressly waives his or her rights to bring proceedings in law or equity against the Government with respect to the identification and/or removal of hazard trees and other debris material.

7. Foundations: In order to participate in this program, Owner must allow removal of all foundations from the subject Property. Stem walls and retaining walls may be left on a case-by-case basis, as approved by the State. Owner acknowledges and understands that the removal of a foundation may leave a depression in the ground, and that it is Owner's responsibility to fill any depression(s) following the removal of a foundation.

8. Soil Sampling: Debris removal includes taking soil samples in the debris footprint to ensure that all contaminants have been removed. If initial soil samples do not meet the cleanup goals for this project, then additional soil will be removed from the debris footprint and more soil samples will be taken. Owner acknowledges and hereby authorizes the Government to remove enough soil to ensure cleanup goals have been met. Owner acknowledges this may leave a depression on the Property and that it is Owner's responsibility to fill any depression left on the Property.

9. Markings of Infrastructure Facilities: Owner agrees to make their best efforts to mark subgrade utility lines (sewer, water, electricity, gas, cable, etc.), and to mark the location of septic tanks, leach fields, water wells, hand dug wells/cisterns, or other subgrade structures. Owner should carefully complete the attached *Property Information Form* **and append any maps, diagrams, or legible notes** that may be useful to the Government's contractor in locating subgrade structures and instructing the crews which items the Owner may want to remain on the Property following Debris and/or Hazard Tree Removal. The Government will endeavor to avoid all marked structures, however, Owner acknowledges pursuant to Section 6, they indemnify, hold and save harmless the Government from any damages to marked or unmarked structures.

10. Driveway, Roadway and Other Incidental Damage: Multi-ton excavators must perform much of the demolition, consolidation and loading of fire debris into trucks for removal to appropriate recycling and disposal and end use sites. The scale and weight of this equipment, and the weight of loaded trucks hauling debris out of fire-damaged neighborhoods, often exceeds the design capacity of residential driveways, sidewalks, and roadways. Crews will take reasonable precautions to mitigate against damage. However, Owner acknowledges cracking and damage to asphalt and concrete pavement is a common and unavoidable consequence, and is therefore considered incidental to Debris and Hazard Tree Removal. By signing this ROE and opting into the Government Debris and Hazard Tree Removal at this Property, the Owner acknowledges the risk of such incidental damage as well as responsibility for the cost of any repairs to private property or jointly-owned private roadways that may be caused by Government contractors in the performance of Debris and Hazard Tree Removal operations. Owner hereby promises to indemnify, hold and save harmless the Government from any repair claims described above, or any other incidental and unavoidable damage occurring as a result of routine operations associated with such Debris and Hazard Tree Removal.

11. Damage to Improved Property: Debris and ash removal crews will attempt to minimize impacts to improved property that was not damaged by the fire. Owner may submit a complaint regarding any improved property that Owner believes was damaged during the Debris and Hazard Tree Removal operations at DEHWildfire@cep.sccgov.org or Department of Environmental Health – Debris Removal, 1555 Berger Drive #300, San Jose, CA 95112. However, Owner acknowledges Section 6 of this ROE limits the liability of the Government with respect to such damage, if any.

12. Erosion Control: Owner acknowledges that erosion control measures may be necessary, such as wattles and hydromulch, to stabilize soil on or about the Property. Such erosion control measures are at the sole discretion of Government.

13. **Modification:** The provisions of this ROE may not be modified. Owner may cancel this ROE only by submitting an executed *Withdrawal Form* to the County at DEHWildfire@cep.sccgov.org or Department of Environmental Health – Debris Removal, 1555 Berger Drive #300, San Jose, CA 95112 (see below).

14. **Fraudulent or Willful Misstatement of Fact:** An individual who fraudulently or willfully misstates any fact in connection with this ROE 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.

15. **Public Records Act:** Owner acknowledges that completed ROE forms may be subject to public disclosure under the California Public Records Act (Government Code section 6250 et seq.). Other state and federal laws may apply. While efforts will be made to redact personally identifiable information, such redactions will be made at the sole discretion of Government.

16. **Electronic Signature:** Owner agrees that for purposes of this ROE permit, an electronic copy of a signed permit, or an electronically signed permit, shall have the same force and legal effect as a permit executed with an original ink signature. The term “electronic copy of a signed permit” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed permit in a portable document format. The term “electronically signed permit” means a permit that is executed by applying an electronic signature using technology approved by the County.

Printed name of Owner or Agent	
Signature of Owner or Agent	Date
Printed name of Owner or Agent	
Signature of Owner or Agent	Date
Printed name of Owner or Agent	
Signature of Owner or Agent	Date
Phone number of Owner or Agent	E-mail address of Owner or Agent
Mailing address of Owner or Agent	

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

Printed name and Title of County Representative	
Signature of County Representative	Date

**Disaster Debris and Hazard Tree Removal Program
Property Information**

Please identify all that apply on the Property:

Vehicles	Location	Description	Comments
Car			
Boat or Trailer			
Other vehicles (ATVs, motorcycles, trailers, vans, motorhomes, recreational vehicles, trailers, etc)			
Other (farm equipment, construction equip, etc):			

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

1. Septic tanks will be pumped of all waste as part of the Debris and Hazard Tree Removal project only if they posed a hazard to crews.
2. Owner must provide documentation of ownership for large propane tanks to be removed.

Property Address: _____ Page 9 of 12
 APN: _____

Underground Structures	Location	Construction Date (If Known)	Comments
Basement			
Root Cellar			
Other (water wells, cisterns/dug wells, mine shafts, etc):			

Insert or Draw Map of Property

STOP HERE AND DO NOT FILL OUT THE BELOW PAGE UNLESS YOU WISH TO WITHDRAW FROM THE DEBRIS AND HAZARD TREE REMOVAL PROGRAM

Withdrawal Form

To cancel this ROE, this Withdrawal Form must be signed by the Owner, delivered to the County of Santa Clara Department of Environmental Health and acknowledged by an authorized employee in advance of Debris and Hazard Tree Removal activities at the Property. Allow at least three (3) days to process.

Alternatively, the ROE may be cancelled at the Property site **by obtaining the signature of a designated County of Santa Clara Representative present when the crew appears for work.** Due to scheduling constraints, the Government cannot provide specific dates and times when they will be available at the Property site to accept a cancellation. Owner should therefore turn in the Withdrawal Form at the location designated by the County in the above paragraph if possible.

I have read and understand the foregoing statement concerning cancellation policies. I hereby certify that the Debris and Hazard Tree Removal at the Property has not yet commenced, and that I request to cancel the Right of Entry (ROE).

Printed name of Owner or Agent	
Signature of Owner or Agent	Date
Phone number of Owner or Agent	E-mail address of Owner or Agent
Mailing address of Owner or Agent	

I hereby acknowledge receipt of the foregoing request for cancellation:

Printed name and Title of County Representative	
Signature of County Representative	Date