



PARTICIPATION AGREEMENT
COUNTY FIRE DEBRIS REMOVAL ASSISTANCE
(“Bin Program”)

INTRODUCTION

In an effort to protect the public’s health and safety, the County of Butte, has implemented a program for property owners whose property was damaged in the 2017 Wall Fire to assist with the removal of fire debris. Property owners that provide a Right of Entry Authorization for the County to screen their property for hazardous materials and have such materials removed, are eligible to participate in the County’s “Bin” program. The County will provide bins for the homeowner to fill with fire debris and the County will provide transportation and waiver of landfill fees for the disposal of fire debris. To participate in the County’s “Bin” program, the property owner will need to complete this Participation Agreement.

This Participation Agreement (“Agreement”) is entered into by the County of Butte (herein “County”) and the owner of property that sustained damage in the 2017 Wall Fire (herein “Owner”), and sets forth the terms and conditions of the program, and each parties’ obligations.

COUNTY’S RESPONSIBILITIES:

- 1) Upon completion of inspections for and removal of hazardous materials by State or County and its contractors, the Debris Coordinator will contact Owner and provide notification that authorization has been given for debris removal at no cost to the Owner.
- 2) Provide a list of hauling contractors to provide bins for debris removal (No cost to owner)
- 3) Waive landfill fees for bins delivered to the landfill under this program (No cost to owner)
- 4) Provide a letter to owner stating that fire debris has been removed via this program (see Owner Responsibility #4 below)

OWNER’S RESPONSIBILITIES:

- 1) File a Right-of Entry Authorization with the Fire Assistance Center (“FAC”) located at 7 County Center Dr. in Oroville.
- 2) File the Application for County Debris Removal Assistance (this form) with the FAC.
- 3) Provide a copy of Owner’s insurance policy applicable to the damaged property.

- 4) Use Owner's best efforts to mark any sewer lines, utilities, septic tanks and water lines located on the Property.
- 5) Call County hauling contractors for delivery of bins when ready.
- 6) Arrange for bins to be filled in accordance with the *Management of Wildfire Debris* guidance document (County will not cover this cost)
- 7) Contact County hauling contractor when bin(s) is ready for delivery to the Neal Road Recycling & Waste Facility.
- 8) Contact Debris Coordinator, 879-2352, when all fire debris (metal, vehicles, ash, appliances) has been removed from site.

NOTE: The bins provided are not to be used for vegetative waste (trees, etc), these should be ground up on site for erosion control.

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 financial assistance is received by the Owner, or if Owner's insurance covers costs for purposes of inspection, testing or debris removal hereunder, federal law requires Owners to reimburse County for the cost of removing wildfire-generated debris to the extent covered in Owner's insurance policy.

Property Owner Declaration.

- 1) Owner (____does, ____does not) have homeowners or other similar insurance.
- 2) If Owner has insurance, Owner agrees that if compensation is received for debris removal, Owner will reimburse the County for the value of service received, and Owner will work with the County to obtain reimbursement.

Signature _____

- 3) If Owner does not have such insurance for cost of fire debris removal, Owner certifies under penalty or perjury that there was no insurance in effect, at the time of the fire, which may provide coverage for the costs of inspection, testing or debris removal.

Signature _____

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 within 10 days of receipt of any insurance settlements for debris removal. Owner further agrees to reimburse the County within 30 days of receipt, from such insurance proceeds, for the cost of the debris removal conducted by the County. 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.

Please supply the following Insurance Information:

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

A COPY OF YOUR INSURANCE POLICY MUST BE PROVIDED IF YOU CIRCLED YES IN #2 OF THE PROPERTY OWNER DECLARATION STATEMENT

Hold Harmless. The County County, the United States Government, the Federal Emergency Management Agency (FEMA), The State of California, National Resource Conservation Center, Cal Fire, and any of these agencies’ officers,agents, contractors, subcontractors, employees and volunteers, shall not be liable for, and Owner shall indemnify and hold these agencies harmless from, 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 Agreement, and Owner hereby further releases, discharges and waives any claims and actions, in law or equity, arising there from.

No County Assumption of Liability for Remediation. In consideration of the assistance County is providing to Owner under this Agreement, 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, subcontractors, employees and volunteers, the costs of any remediation of damages to the Premises incurred due to actions taken pursuant to this Agreement.

Authority. Owner represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Agreement 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.

Entire Agreement. This Agreement 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.

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

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

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

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

For the County:

Name: Steve Rodowick
Department: Public Works
Address: 7 County Center Dr., Oroville, CA 95965
Phone number: 530-879-2352

For the Owner:

Name: _____
Address: _____
Phone number: _____

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

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| <p>COUNTY:</p> <p>COUNTY OF BUTTE A political subdivision of the State of California</p> <p>By: _____</p> | <p>OWNER:</p> <p>Property Address: _____ _____</p> <p>By: _____ (signature)</p> <p>Phone #1: _____</p> <p>Phone #2 _____</p> <p>Email address: _____</p> |
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