

**Memorandum of Understanding
Between El Dorado County, the Governor's Office of Emergency Services, and
California Integrated Waste Management Board
Concerning Angora Fire Structural Debris Removal**

WHEREAS, The County of El Dorado proclaimed a local emergency due to the outbreak of the Angora Fire on Sunday, June 23, and the Board of Supervisors ratified said action on Tuesday, June 26; and

WHEREAS, As a result of the Angora Fire, 229 residences and 75 commercial structures have been destroyed, and another 14 residences have been damaged; and

WHEREAS, As a result of the Angora Fire, serious health and safety hazards currently exist from fire debris, including unstable chimneys, walls of fire damaged structures, and harmful chemicals that are likely to remain on affected parcels, such hazards requiring immediate attention and constituting a local emergency; and

WHEREAS, The expeditious demolition of damaged structures and facilitation of the rebuilding and upgrading of the structures, including making the structures more fire-resistant, is in the best interest of the citizens of El Dorado County; and

WHEREAS, On July 2, Governor Arnold Schwarzenegger issued an executive order directing that "the Governor's Office of Emergency Services and all affected State agencies will provide assistance to the County of El Dorado;"

WHEREAS, The Governor's executive order states that "Support provided by the State for implementation of the California Disaster Assistance Act will include but is not limited to the use of state personnel and state contractors to support recovery operations;"

NOW THEREFORE, the following Memorandum of Understanding (MOU) between the County of El Dorado (COUNTY), the Governor's Office of Emergency Services (GOES) and the California Integrated Waste Management Board (CIWMB) shall govern activities for the Angora Fire Structural Debris Removal project:

Debris Removal

1. CIWMB will execute the scope of work related to debris removal, including burned vehicles and trailers, as written in the "Scope of Work and Project Specifications for the Angora Fire Structural Debris Removal," which is made a part of this MOU

as Attachment A. CIWMB will authorize its contractor to perform the structural debris removal, and the associated hazards sampling for the COUNTY.

2. COUNTY will secure permission from affected property owners for CIWMB contractors to enter their properties. No work on a parcel will begin unless the property owner signs both the site access and hold harmless documents.
3. COUNTY will collect and transport at no charge to CIWMB or its contractors any household hazardous waste discovered on the affected parcels.

State Funding

4. COUNTY, GOES, and CIWMB estimate that the preliminary costs for the state-managed debris removal program is approximately \$7 million.
5. In order to begin debris removal as expeditiously as possible, CIWMB will utilize funding as available towards the cost of the state-managed debris removal program.
6. The State, through either GOES or the state Department of Finance, agrees to reimburse CIWMB for its actual costs of implementing the state-managed debris removal program upon the State's completion of its FY 2007-08 budget process.
7. COUNTY, GOES, and CIWMB agree that any insurance payments made by insurers for debris removal and assigned to the County will be applied against the costs of the debris removal program.

County Best Efforts

8. COUNTY will inquire as to the status of insurance payments made for debris removal at the time that a property owner applies for a building permit.
9. COUNTY will use its best efforts to encourage insurance companies to participate in the debris removal program.
10. COUNTY will use its best efforts to obtain assignments and/or subrogation of any insurance payments made for debris removal costs from affected homeowners. COUNTY may use a contractor to accomplish this task.

The County of El Dorado Officer or employee with responsibility for administering this Agreement is Gerri Silva, Director of Environmental Management, or successor.

The parties to this agreement warrant and represent that the undersigned individuals executing this agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

COUNTY OF EL DORADO

Dated: _____

Helen K. Baumann, Chairman
Board of Supervisors

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Date: _____

GVOERNOR'S OFFICE OF EMERGENCY SERVICES

Dated: _____

BY _____
Name
Title

Dated: _____

Corporate Secretary

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

Dated: _____

BY _____
Name
Title

Dated: _____

Corporate Secretary