



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

#2

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

20 NOV 24 PM 12:43  
COUNTY OF SANTA BARBARA  
CLERK OF THE BOARD OF SUPERVISORS

Department Name: Public Works  
Department No.: 054  
For Agenda Of: Nov. 25, 2008  
Placement: Departmental  
Estimated Tme: 45 minutes  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

**TO:** Board of Supervisors

**FROM:** Department Scott McGolpin, Public Works, ext. 3010  
Director(s)  
Contact Info: Mark Schleich, Deputy, Public Works, ext. 3603

**SUBJECT:** Development and implementation of voluntary program for County to provide fire debris removal services for private properties affected by the Tea Fire

**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: N/A

**Other Concurrence:** N/A

**Recommended Actions:**

Board approval of the following:

- A. Find that the project is necessary for the protection of the health and safety of the general public from potential air quality hazards and water quality impacts.
- B. Direct staff to develop and implement a voluntary program for the County to provide fire debris removal services for private properties affected by the Tea Fire.
- C. Accept the Notice of Exemption for the project pursuant to CEQA Guidelines Section 15269(a) Emergency Projects (Exhibit 1).
- D. Identify source of funding for program costs.
- E. Authorize the Public Works Director, or designee, to execute the Agreement for Debris Removal and Right of Entry in connection with the Tea Fire debris removal on private property (Exhibit 2).

**Summary Text:**

The Tea Fire, which began November 13, 2008, ultimately affected approximately 83 separate properties in the unincorporated area of Santa Barbara County. As of Monday morning, November 24, 2008, thirty property owners have applied for and received demolition permits and debris removal efforts are underway. In order to expedite the removal of burn debris, lessen the environmental impact of the fire, and increase customer service, County staff is proposing the development and implementation of a voluntary program for the County to provide fire debris removal services for private properties affected by the Tea Fire.

**Background:**

The Tea Fire, which began November 13, 2008, ultimately affected approximately 83 separate properties in the unincorporated area of Santa Barbara County. The fire debris potentially constitutes a threat to local air quality in the affected area in the event of wind disturbing the ash and dust, and in the event of rains, fire debris could be washed into natural watercourses potentially causing water quality impacts. Additionally, any free standing structural elements such as chimneys, walls, etc. could pose a hazard to property owners, safety officials and the general public if allowed to remain standing.

Update: The following is a brief update on progress that has already been made associated with the removal of fire debris. Significant outreach efforts have been made by the County and City to make the affected property owners aware of resources available to them. As a result, as of Monday morning (11/24/08), the Planning & Development Department had issued demolition permits to 30 property owners. Also handed out with the demolition permits is a list of unscheduled haulers permitted to haul in the County unincorporated area. Staff believes that the hauling resources offered by these companies are sufficient to address the demand, although we continue to monitor the situation. The unscheduled haulers have also been approved by the Air Pollution Control District to haul burn debris as long as the container holding mixed burn material that potentially contains asbestos is lined. The unscheduled haulers are aware of and appear to be meeting this requirement.

On the facility side, staff has worked closely with staff from the Air Pollution Control District, Regional Water Quality Control Board, and the California Integrated Waste Management Board to set up an appropriate area at the Tajiguas Landfill to be able to receive all debris from burned properties. Efforts will be made to safely recycle as much material as possible including metal, green waste, and rubble.

While progress is being made by private property owners and the County to quickly clean up the affected burn areas, the following is a proposal to further expedite the clean up process.

Proposal: In the interest of further enhancing customer service to the affected parties, County staff is proposing to provide an umbrella service to clean up the affected private properties with the intention that a County controlled effort would help ensure the protection of workers, neighbors, and prevent future environmental impacts to the area. The proposed program would allow for multiple properties to be cleaned of fire debris over the next few weeks depending on the level of interest in the community rather than individually over a long period of months.

Components of the proposed program include the following:

- a) Prepare agreement with property owners including:

- a. Right of entry to property
- b. Indemnification of the County
- c. Assurance of cost reimbursement by property owner to the County by July 1, 2009
- b) Retention of third party contractor to identify qualified contractors and to track activities and costs associated with each property
- c) Outreach to public making them aware of this opportunity
  - a. Available at demo permit counter
  - b. Contact those who have already pulled demo permits
  - c. Try to find mailing addresses for affected parties
  - d. Go on-site and leave information
- d) Secure agreements with property owners
- e) Award contracts to cleanup service providers
- f) Contractor abatement of properties
- g) Tally of all costs per property and submit payment requests to property owners

It is important to note that these proposed activities would not be eligible for reimbursement from state and federal agencies and the County would rely on full repayment from property owners. In addition, a funding source would have to be identified up front to carry the cleanup costs prior to reimbursement from property owners. In order to get federal reimbursement for this effort, a very strict process must be followed to potentially qualify for reimbursement. This process can take up to 6-8 weeks to get a FEMA determination of eligibility. While this review and approval takes place, damaged properties would sit with fire debris and no clean up activity can take place. The County's proposal would allow for clean up to begin in the next few weeks.

The project described herein is to demolish property damaged or destroyed as a result of a disaster in a disaster-stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act. It is therefore statutorily exempt from the California Environmental quality act under 14 CCR 15269(a).

The Board does have the ability to declare each of the affected properties a Public Nuisance at a public hearing. Property owners would be notified of the public hearing 10 days prior to the hearing. Once a public nuisance has been declared, and it is determined that the fire debris has not already been removed from a property, the County has the right to enter the property and remove the fire debris. Costs for the removal are tallied and presented to the Board for approval and direction to the tax collector to lien the costs against each property. Affected property owners are notified of the cost hearing 10 days prior to the hearing to make an appeal of the reported costs associated with his/her property. The Department is not proposing that we take this action at this time.

At this time the community and property owners appear to be making considerable progress cleaning up their fire-damaged properties. The Department recommends that your Board approve the proposed program and direct the Department to return to the Board on January 13, 2009 with an update on the voluntary program including a list of properties that have not yet filed for a demolition permit and receive further direction with regards to these parcels.

**Performance Measure:** None

**Fiscal and Facilities Impacts:**

Budgeted: No **Fiscal Analysis:**

It is important to note that these proposed activities would not be eligible for reimbursement from state and federal agencies and the County would rely on full repayment from private property owners. In addition, a funding source would have to be identified up front to carry the cleanup costs prior to reimbursement from property owners. The executed agreement with the private property owners will require repayment of the costs to remove and dispose of fire debris to the County by July 1, 2009.

Based on clean up efforts in other areas of the state, the cost per site for cleanup activities could range from \$50,000 - \$150,000 depending on the size of home and site topography. If all private property owners chose to participate in the program, costs could exceed \$4,000,000, which ultimately would be reimbursed by private property owners.

**Staffing Impacts:**

A contractor would be hired to administer the cleanup program at an estimated cost of \$60,000. Work loads for existing County staff would be shifted to allow the provision of support to the contractor.

**Special Instructions:** None

**Attachments:**

Exhibit 1: Notice of Exemption

Exhibit 2: Agreement for Debris Removal and Right of Entry

**CC:** John Baker, Deputy County Administrator  
John McInnes, Tea Fire Recovery Manager

**EXHIBIT 1**  
**NOTICE OF EXEMPTION**

TO: Santa Barbara County Clerk of the Board of Supervisors

FROM: Public Works Department, Resource Recovery and Waste Management Division

The project or activity identified below is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970, as defined in the State and County Guidelines for the implementation of CEQA.

APN(s): Burn Area (multiple parcels) Case No.: NA

Location: Santa Barbara/Montecito Area of Santa Barbara County, 1<sup>st</sup> Supervisorial District  
*(Include street address and cross street (if urbanized area) or attach specific location map)*

Project Title: Tea Fire Debris Removal

Project Description: The proposed project involves demolition and removal of debris from the Tea Fire area.

*(Include nature, purpose, and beneficiaries of project)*

Name of Public Agency Approving Project: County of Santa Barbara, Public Works, Resource Recovery and Waste Management

Name of Person or Agency Carrying Out Project: Mark Schleich, Deputy Director

**Exempt Status:** (Check one)

Ministerial

Statutory Exemption

Categorical Exemption

Emergency Project

Declared Emergency

Cite specific CEQA and/or CEQA Guideline Section: CEQA Guidelines Section 15269(a) Emergency Projects.

Reasons to support exemption findings (attach additional material, if necessary):

The "Tea" Fire broke out at approximately 5:50 p.m. on November 13, 2008. The fire burned 1,940 acres, destroyed 231 residences (151 within the City of Santa Barbara and 80 within the County of Santa Barbara) and damaged 9 residences. CEQA Guidelines Section 15269(a) exempts from environmental review "projects to maintain, repair, restore, demolish, or repair property or facilities damage or destroyed as a result of a disaster in disaster stricken area in which as state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act." The project described herein is to demolish property damaged or destroyed as a result of a Tea Fire for which a state of emergency has been proclaimed by the Governor on November 14, 2008 pursuant to the California Emergency Services Act. The immediate demolition and removal of the fire debris is necessary as said materials constitute a clear and imminent danger to the public health and safety, including threats to air quality and resulting from blockage of flood control devices and watercourse. Therefore, consistent with CEQA Guidelines Section

15269(a) the demolition and removal is statutorily exempt from the California Environmental Quality Act. .

Lead Agency Contact Person: Mark Schleich, Deputy Director Phone #: (805) 882-3600

Department/Division Representative: Joddi Leipner Senior Eng. Env. Planner

Date: November 21, 2008

Acceptance Date: November 21, 2008

Note: A copy of this form must be posted at P&D 6 days prior to a decision on the project. Upon project approval, this form must be filed with the County Clerk of the Board and posted by the Clerk of the Board for a period of 30 days to begin a 35 day statute of limitations on legal challenges.

DATE POSTED AT PLANNING & DEVELOPMENT

DATE FILED BY COUNTY CLERK



**AGREEMENT FOR DEBRIS REMOVAL**  
**AND RIGHT OF ENTRY**

(Providing debris removal on private property)

WHEREAS, buildings on OWNER'S property have been left destroyed or uninhabitable as a result of the Tea Fire; and

WHEREAS OWNER and COUNTY mutually agree that the debris remaining on OWNER'S property must be removed for the protection of the public health and safety and in order to allow OWNER to make full use of the property described more fully herein;

Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

\_\_\_\_\_, hereinafter referred to as "OWNER", hereby grants to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, and its officers, employees, agents, contractors, and subcontractors, hereinafter referred to as "COUNTY" to enter upon OWNER'S property commonly identified as:

\_\_\_\_\_,  
County of Santa Barbara, State of California, hereinafter referred to as "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 to COUNTY, its authorized agents or contractors, officers and employees, a right of entry, including the right to enter upon and move workers, equipment, and materials over, within and upon the real property located in the unincorporated area of the County of Santa Barbara, State of California, more particularly described as Assessor Parcel Number \_\_\_\_\_ and commonly known as \_\_\_\_\_. Said Premises is further identified on the property map which is attached hereto and incorporated herein by reference.

This right of entry shall cover the entire Property, and shall allow, but not compel, inspection of the Premises, testing materials on the Premises, removing and clearing any or all debris of whatever nature including but not limited to ash, foundations, vehicles, construction debris, trees, waste or other materials from the premises, subject to the terms and conditions set forth in this Permit. It is fully understood that this Agreement 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 Agreement is signed by both parties. Within 30 days after OWNER'S execution of this Agreement, OWNER shall have the Premises

ready for debris removal by COUNTY. OWNER shall remove any items of value, and mark any sewer lines, utilities, septic tanks, leach fields, water lines, propane lines or other subsurface infrastructure which may be located on the Premises. Any damage to OWNER'S Premises as a result of failure to adequately remove items or mark infrastructure shall be the sole responsibility of the OWNER.

2. Private Insurance Coverage: OWNER (\_\_\_\_ does, \_\_\_\_\_ does not) have homeowners or other similar insurance. If OWNER indicates that OWNER does not have such insurance, OWNER certifies under penalty or perjury that there was no insurance in effect at the time of the Tea Fire, which may provide coverage for the costs of inspection, testing, or debris removal.

OWNER If OWNER had insurance coverage in effect at the time of the Tea Fire, OWNER represents that the insurer of the property is \_\_\_\_\_, and the Policy Number is \_\_\_\_\_.

3. Debris Removal Cost and Payment: 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 further agrees to reimburse the COUNTY \$\_\_\_\_\_ within 30 days of receipt for the cost of the debris removal conducted by the COUNTY. In the event the cost of debris removal is not paid within the 30 days of receipt, a lien on OWNER's property in the amount of the cost of debris removal, as calculated by COUNTY, may be placed on title to OWNER's property and recorded as a lien thereon with the Office of the County Recorder. OWNER understands that all disaster related funding, including that of debris removal from private property, is subject to audit.

OWNER may avoid the lien referred to above by paying the entire cost of the debris removal on or before June 30, 2009. No partial payments will be accepted.

OWNER shall make payments payable to the COUNTY OF SANTA BARBARA either personally or by first class mail to County of Santa Barbara, Public Works Department, 123 E. Anapamu Street, Santa Barbara, CA 93101-6065.

4. Indemnification: OWNER shall defend, indemnify, and save harmless COUNTY, its officers, agents, volunteers and employees (if any) from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement, or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to any act or omission to act on the part of OWNER or its agents, personnel, tenants, employees, or independent contractors directly responsible to OWNER; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the gross negligence or willful misconduct of the COUNTY, its officers, agents, volunteers and employees. It is the intent of the parties that the grant of immunity under this section shall immunize COUNTY to the full extent permitted by California Law.

OWNER shall promptly notify COUNTY in the event of any accident or injury arising out of or in connection with this Agreement.



5. No COUNTY Assumption of Liability for Remediation: In consideration of the assistance COUNTY is providing to OWNER under this Agreement, COUNTY assumes no liability or responsibility and OWNER shall not seek to recover from COUNTY, or any of its officers, agencies, agents, contractors, subcontractors, employees and volunteers, the costs of any remediation or damages to the Premises arising out of the performance or attempted performance of this Agreement.
6. COUNTY'S Agents: Any person, firm, contractor or corporation authorized to work upon the Premises by the COUNTY shall be deemed to the COUNTY'S agent hereunder.
7. 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.
8. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understanding and representations, oral or written, are superseded.
9. Modification: The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.
10. 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.
11. Successors and Assigns: This Agreement shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

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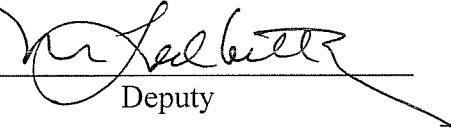
**IN WITNESS WHEREOF**, COUNTY and OWNER have executed this Agreement to be effective on the date executed by COUNTY.

"COUNTY"  
COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Scott McGolpin, Director  
Public Works Department  
County of Santa Barbara

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

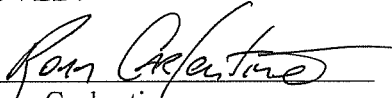
APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Deputy


APPROVED AS TO FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By:  \_\_\_\_\_  
Deputy

APPROVED:

By:  \_\_\_\_\_  
Ron Carlentire  
Real Property Manager

APPROVED:

By:  \_\_\_\_\_  
Ray Aromatorlo, ARM, AIC  
Risk Program Administrator

OWNER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date