

**Memorandum of Understanding  
Between the City of Weed and the California Department of Resources Recycling  
and Recovery Concerning the Boles Fire Debris Removal and Related  
Environmental Restoration Activities**

WHEREAS, The Governor proclaimed a state of emergency due to the outbreak of the Boles Fire burning in Siskiyou County on September 17, 2014; and

WHEREAS, As a result of the Boles Fire, approximately 150 residences and 10 commercial structures have been destroyed, or damaged in the City of Weed; and

WHEREAS, As a result of the Boles Fire, potentially serious health and safety hazards currently exist from fire debris, including unstable chimneys, walls of fire damaged structures, and harmful materials 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 the City of Weed; and

WHEREAS, On October 6, 2014, the Governor issued an Executive Order and invoked the California Disaster Assistance Act and ordered the Office of Emergency Services to provide assistance to the local government; and

WHEREAS, That executive order directed that "State agencies shall, as necessary for the protection of public health and the environment, enter into contracts to assist local governments and arrange for the procurement of materials, goods, and services necessary to quickly remove dangerous debris, repair damaged resources, and restore and protect the impacted watershed;" and

WHEREAS, The Governor's executive order states that "State agencies and departments within my administration shall work with local officials to assist them in establishing and implementing a comprehensive structural debris removal plan."

NOW THEREFORE, the following Memorandum of Understanding (MOU) between the City of Weed (City) and the California Department of Resources Recycling and Recovery (CalRecycle) shall govern activities for the Boles Fire Structural Debris Removal project:

### Debris Removal

1. CalRecycle will execute the Debris Management Plan related to debris removal and related environmental restoration activities, including, but not limited to, burned vehicles, structural materials, vegetation, household waste, and trailers, as written in the "Debris Management Plan and Project Specifications for the Boles Fire Structural Debris Removal," which is made a part of this MOU as Attachment A. At its sole discretion, CalRecycle will determine whether debris removal is within the "Debris Management Plan and Project Specifications for the Boles Fire Structural Debris Removal."
2. City will secure permission from affected property owners for CalRecycle employees and contractors to enter their properties. No work on a parcel will begin unless the property owner signs the site access and hold harmless document, or if no owner is available to provide consent, until the property is declared a public nuisance and/or health hazard. Actual site debris removal will not begin until at least six property owners have provided the above referenced authorizations, or if no owner is available to provide consent, until the property is declared a public nuisance and/or health hazard and access is obtained by the City.
3. City will collect and transport at no charge to CalRecycle or its contractors any household hazardous waste discovered on the affected parcels.

### State Funding and CalRecycle Reimbursement

4. In order to begin debris removal as expeditiously as possible, CalRecycle will utilize funding as available towards the cost of the state-managed debris removal program.
5. The preliminary estimates indicate that the costs for the state-managed debris removal program is approximately \$4 million.
6. City agrees that CalRecycle will be reimbursed through funds it receives from the California Disaster Assistance Act, for the actual costs of implementing the state-managed debris removal and related environmental restoration activities as outlined in Attachment A. CalRecycle will present the City with itemized invoices for the debris removal activities associated with each individual property within 45 days of the completion of each property remediation. City will reimburse CalRecycle for these invoices within 30 days of their receipt as long as funds have been provided by the Office of Emergency Services, or within 30 days after receiving funds to pay for those costs.
7. If City receives advanced funding from the Office of Emergency Services for the costs of the debris removal and related activities, the City will advance those funds to CalRecycle for its costs.

8. City may assign payments to CalRecycle from other parties including homeowners' insurance companies or other entities involved in this effort. However, CalRecycle will accept such assigned payments only if they are received by CalRecycle before or within the normal 30 day invoice payment period established above. If payments are received after the normal invoice payment period, those payments should be assigned to the Office of Emergency Services.
9. The City and CalRecycle agree that costs incurred in the performance of this agreement prior to execution are eligible for reimbursement.

The City of Weed's officer or employee with responsibility for administering this Agreement is Ron Stock, City Manager 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.

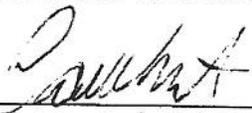
**City of Weed**

Dated: 10/3/14

BY   
Name:  
Title:

**CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY**

Dated: 10/6/2014

BY   
Name: Carol Montensen  
Title: Director

