



# RESOLUTION No. 17-022

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION RECOGNIZING THE CONTINUING PROCLAMATION OF A LOCAL EMERGENCY IN NEVADA COUNTY DUE TO EXTREME TREE MORTALITY

WHEREAS, California Government Code section 8630 and Chapter III 2.6 of the Nevada County Code empowers the Board of Supervisors to proclaim the existence or threatened existence of extreme peril to the safety of persons and property that is likely to be beyond the control of services, personnel, equipment, and facilities of this county; and

WHEREAS, California is in its fifth year of record drought, resulting in widespread tree mortality and a major bark beetle epidemic; and

WHEREAS, US Forest Service and Cal Fire have reported that there are over 66 million dead trees due to drought and bark beetle infestation; and

WHEREAS, on October 30, 2015, Governor Brown proclaimed a State of Emergency for all of California specifically due to tree mortality, and has ordered all state agencies, utilities, and local governments to undertake efforts to remove dead or dying trees in order to restore forest and watershed health; and

WHEREAS, data collected by state and federal agencies demonstrate that tree mortality has reached epidemic levels across the entire western slope of the Sierra Nevada range, which includes a large portion of Nevada County; and

WHEREAS, this data predicts further tree mortality increases in the very near future, resulting in stands of dead/dying trees that constitute extremely dangerous levels of combustible fuels, directly contributing to the severity and scale of wildfires; and

WHEREAS, if Nevada County were to experience normal or above normal levels of precipitation this winter, this disaster will continue to be unabated and escalate during the next two to four years due to the standing of dead trees that will fall, thereby constituting immediate threats to public safety, wildfire egress points, and public and private infrastructure; and

WHEREAS, the Board of Supervisors does find that the aforesaid conditions and scope of extreme peril warrant and necessitate the continuing proclamation of a Local Emergency, Resolution No. 16-468, dated September 13, 2016 and that local resources are unable to cope with the effects of this extreme peril; and

WHEREAS, the California Office of Emergency Services requires a Right of Entry (ROE) form to be completed by private property owners if Tree Mortality work activities are done on private property.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Nevada, State of California hereby:

1. Proclaims the existence of a local emergency and said emergency shall continue until its termination is proclaimed by the Board of Supervisors.
2. Directs that during the existence of said local emergency the powers, functions, and duties of the Director of Emergency Services, or his designee, and the emergency organization of the County shall be those prescribed by state law, local ordinance and resolutions of this county approved by the Board of Supervisors, and by the Nevada County Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.
3. Authorizes the Director of Emergency Services to sign Right of Entry forms on behalf of the County for Tree Mortality work activities on private property which could protect public infrastructure.
4. Directs that a certified copy of this resolution proclaiming a local emergency be forwarded to the Governor of California with a request the he proclaim the County of Nevada to be in a state of emergency, and request that the State of California waive regulations that may hinder response and recovery efforts, to make available recovery assistance under the California Disaster Assistance Act, and to expedite access to federal resources and any other appropriate federal relief programs.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of January, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Hank Weston, Chair

1/10/2017 cc: OES(1)



**RIGHT OF ENTRY PERMIT  
TREE MORTALITY EMERGENCY PROGRAM**

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ADDRESS ("Premises"): \_\_\_\_\_  
\_\_\_\_\_

ASSESSOR  
PARCEL #: \_\_\_\_\_

DATE: \_\_\_\_\_

**COUNTY OF NEVADA  
OFFICE OF EMERGENCY SERVICES  
10014 North Bloomfield Rd,  
Nevada City, CA 959259**

I/We \_\_\_\_\_, the owner(s) of the above-referenced property, do hereby grant and freely and without coercion, the right of access and entry to said property to the State of California and the County of Nevada, and their agents, officials, employees, and/or volunteers, contractors and subcontractors, 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 County a right-of-entry ("Permit") over the Premises for the purpose of inspecting the Premises for dead and/or dying trees, testing materials on the Premises, removing and/or clearing trees, hauling and/or disposing of trees, subject to the terms and conditions set forth in this Permit. It is fully understood this Permit does not create any obligation on the County to perform inspection, testing or tree removal or clearance. Owner understands the County will undertake no removal or clearance of trees or any related action until this Permit is signed and returned. Owner shall make Owner's best efforts to mark any sewer lines, utilities, septic tanks and water lines located on the Premises.

2. Hold Harmless. County shall not be liable for, and Owner shall indemnify and hold harmless the County, the State of California, Cal OES, and any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, 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 Permit, and hereby release, discharge and waive any claims and action, in law or equity, arising therefrom.

3. No County Assumption of Liability for Remediation. In consideration of the assistance County is providing to Owner under this Permit, at no cost to Owner, County assumes no liability or

responsibility, and Owner shall not seek to recover from County, the State of California, Cal OES or any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, the cost of any remediation of damages to the Premises incurred due to actions taken pursuant to this Permit. Owner agrees and understands the County and/or its agents may sell the felled trees and hereby waives any and all rights, actions, claims, in law or equity as to the value of said trees in exchange for the services provided pursuant to this Permit.

4. County's Agents. Any person, firm or corporation authorized to work upon the Premises by the County shall be deemed to be County's agent, including but not limited to Cal OES, Cal Fire, California Conservation Core or California Department of Corrections and Rehabilitation and shall be subject to all applicable terms hereof.

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

6. Entire Agreement. This Permit 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.

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

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

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

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

For the County:

Name: Steve Monaghan, Director of Emergency Services  
Department: Information and General Services  
Address: 10014 North Bloomfield Rd.  
Phone: (530) 265-1515

For the Owner:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**RELEASE:** IN CONSIDERATION FOR THE CONSENT TO ACCESS AND COUNTY'S PROVISION OF THE TREE MORTALITY EMERGENCY PROGRAM ASSISTANCE, AS SET FORTH ABOVE, I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF DEATH, INJURY, OR DAMAGE TO MYSELF OR MY PROPERTY DURING THE PROVISION OF TREE MORTALITY EMERGENCY PROGRAM ASSISTANCE. I FURTHER AGREE THAT NEITHER THE COUNTY, NOR OTHERS, SHALL INCUR ANY FINANCIAL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY DEATH, INJURY OR DAMAGE SUFFERED OR INCURRED BY ME OR MY PROPERTY ARISING OUT OF THE PROVISION OF PROGRAM ASSISTANCE AS SET FORTH ABOVE. ACCORDINGLY, I HEREBY RELEASE AGENCY FROM ALL ACTIONS, CLAIMS OR DEMANDS THAT MY SUCCESSORS, HEIRS, ASSIGNS OR I MAY HAVE FOR DEATH, INJURY, OR DAMAGE SUFFERED OR INCURRED BY ME OR MY PROPERTY DUE TO PROVISION OF DROUGHT PROGRAM ASSISTGANCE AS SET FORTH ABOVE.

IN WITNESS WHEREOF, Owner and County have executed this Permit effective as of \_\_\_\_\_, 2017.

**OWNER**

Signed:

Date:

Print Name:

Signed:

Date:

Print Name:

**COUNTY OF NEVADA**

Signed:

Date:

Print Name: Steve Monaghan

Title: Director of Emergency Services