

El Dorado County Disaster Agricultural Access Program Producer Information Packet

The Disaster Agricultural Access Program is a partnership between farmers in El Dorado County and local government agencies to facilitate commercial crop access in a safe and cooperative manner before, during, and after wildfire and other emergencies. Supporting agencies include:

- County Department of Agriculture
- County Sheriff's Department
- County Office of Emergency Services
- CalFIRE
- Local Fire Districts
- University of California Cooperative Extension

This project adapts elements from programs developed in other California Counties, and is consistent with Food and Agricultural Code section 2350.

Under this program, a commercial agricultural producer who is granted an Agricultural Access Pass may, at the discretion of the relevant emergency services authority, be granted access into evacuation zones, or other restricted areas for purposes such as irrigating, harvesting, or other agricultural activities that are determined to be necessary by the Agricultural Commissioner and the Office of Emergency Services. In addition, an Agricultural Access Pass holder may be granted access to provide local expertise to peace officers and emergency personnel, if requested by peace officers and emergency personnel.

To receive an Agricultural Access Pass, commercial producers must register and attend a training.

The passes will be administered and approved through the County Agricultural Commissioner's Office and the El Dorado County Sheriffs Office of Emergency Services.

If you have any questions, please contact:

El Dorado County Agriculture Dept. (eldcag@edcgov.us) (530) 621-5520

El Dorado County Sheriff – Office of Emergency Services
Duty Officer (eldoradoOES@edso.org)

El Dorado County Disaster Agricultural Access Program Overview

Qualified Commercial Agricultural Producer: For the purposes of this program, the Agricultural Commissioner will determine whether an applicant qualifies as a commercial agricultural producer by verifying through a variety of data sources, such as crop report data, pesticide permit status, organic database, certified producer certificate, or other relevant data sources.

Application for Registration:

To obtain an Agricultural Access Pass, a person must submit an application to the El Dorado County Agricultural Commissioner's office, and include in that application all of the following:

1. Documentation sufficient to demonstrate that the applicant is a commercial agricultural producer or a managerial employee of a qualifying agricultural producer. The County Agricultural Commissioner will verify this documentation through the application process, and may request additional clarifying documentation. The required documentation may include, but is not limited to, the following:
 - Operator Identification Number issued by a county agricultural department
 - An IRS Schedule F (Form 1040) attesting to the applicant's profit or loss from farming
 - Assessor's parcel numbers confirming agricultural zoning for the property(ies)
 - Agricultural land lease documentation
 - Documentation attesting to the applicant's enrollment in a Williamson Act contract
 - Documentation from USDA Farm Service Agency attesting that the applicant is a commercial agricultural producer
 - Organic Registration
 - Certified Producers Certificate
 - State Nursery License
2. A list of locations (by APN and/or physical address) owned or managed by the applicant for which disaster access is sought.
3. Certification of completion of fire safety training (see below) of liability.
4. A signed and notarized copy of the Release of Liability, Indemnity, and Assumption of Risks Agreement.

Application can be filled out online at [Agriculture - El Dorado County \(edcgov.us\)](http://Agriculture - El Dorado County (edcgov.us)) If you need assistance completing the online registration, contact El Dorado County Dept. of Agriculture, 530-621-5520. eldcag@edcgov.us

Mandatory Training: To become enrolled in the program, a Commercial Agricultural Operator must complete an initial 4-hour training. To maintain a valid pass, a Commercial Agricultural Operator must complete a 1-hour refresher training annually.

2023 MANDATORY Training: Initial required trainings will be scheduled in **2023**. *If you have received training in another county, presentation of your Livestock or Agricultural Access Pass from that county will satisfy your training requirement.*

Annual Renewal, Reporting, and Training: Each year, a Commercial Agricultural Operator will be required to update/confirm registration information and complete a questionnaire on utilization of the pass. Each year, a Commercial Agricultural Operator will also be required to participate in a 1-hour continuing education class prior to pass renewal. Trainings will comply with the curriculum developed by the State Fire Marshal.

Agricultural Access Pass Cards and Certification List: Upon submission of a completed application and verification of training, the County Agricultural Commissioner's Office, the County Agricultural Commissioner's Office will issue an Agricultural Access Pass valid for the current calendar year. This Pass must be presented to law enforcement, fire personnel, or other emergency personnel at a point of entry to gain entrance to an evacuation zone, or other restricted area, caused by a natural disaster or other emergency for the purpose of providing essential services to commercial agricultural assets, subject to the discretion of the emergency personnel.

Agricultural Access Pass cards are applied for by and distributed to farmers before a disaster. The application process is designed to confirm that the cardholder is a bona fide agricultural owner-operator or employee whose services are essential to providing protection and care for commercial agriculture crops. Individuals who acquire the Agricultural Access Pass should be key personnel who have a working knowledge of the agricultural property, including access to irrigation systems, farm equipment, and other essential infrastructure. They are aware of or have been trained in emergency procedures and understand that their role is to support the agricultural operation, not to fight fire or act as first responders during disaster.

A managerial employee of a qualifying agricultural producer shall not be required by the qualifying agricultural producer to obtain an agricultural pass. Access to a qualifying agricultural producer's operation by a managerial employee shall be fully voluntary on the part of the managerial employee. A person shall not require any employee to obtain or use an agricultural pass or to enter or be present on the agricultural producer's property during or following a disaster. A person shall not in any manner discriminate, retaliate, or take any adverse action against an employee for refusing to obtain or use an agricultural pass or to enter or be present on the agricultural producer's property during or following a disaster.

Conditional Access: Decisions for access can rapidly change during a fire or other natural disaster and will be dependent on safety conditions at the time and upon approval of emergency personnel. Agricultural asset care shall only be provided during daylight hours, and all persons must immediately depart the restricted area by the same route as entry. An escort may be required in any instance and all restricted entry will be dependent on approval of onsite emergency personnel. During initial evacuation phases, do not expect to gain access to restricted areas by presenting/using the Agricultural Access Pass, as during such time all efforts involve the safe removal of people. Once the situation has stabilized, which may take over 24 hours or even days, the Agricultural Access Pass will be considered an option by law enforcement, and fire personnel, or other emergency personnel. County Agricultural Departments will coordinate with the incident command system.

Prior Notification: If your commercial agricultural operation(s) is located in an evacuation zone, you will need to notify your interest in using the Agricultural Access Pass to gain entrance by contacting the County Agricultural Department. There will be a coordinated effort to consolidate communication with the Sheriff's Office and/or other emergency personnel; once access has been approved by law enforcement or other emergency personnel, the Commercial Agricultural Access Pass holder will be notified. **DO NOT GO TO A ROAD BLOCK AND ATTEMPT TO USE THE COMMERCIAL AGRICULTURAL ACCESS PASS WITHOUT PRIOR NOTIFICATION.**

Agricultural Access Pass Database: The Agricultural Access Pass registration database will be maintained and updated by the County Agricultural Department. By applying for an Access Pass, you understand that your data will be available to key agencies, including, but not limited to, Cal-Fire Amador-El Dorado Unit, California Highway Patrol, County Offices of Emergency Services, and County Sheriff's Offices.

During an emergency, law enforcement or other emergency personnel at the point of entry to an evacuation zone will be provided a current list of valid Commercial Agricultural Access Pass Holders, permit numbers, along with a sample valid pass, by the County Agricultural Department.

Violations of Pass: The utilization of the Agricultural Access Pass is for the purpose of providing of essential care to a commercial agricultural operation, such as watering, harvesting, etc. The Agricultural Access Pass holder may also be asked to provide expertise to peace officers and emergency personnel within the evacuation zone or other restricted area. If a pass holder is found acting outside of the scope of this purpose, then the Agricultural Access Pass may be permanently revoked.

Insurance and Risk: Access in an area closed to the public during a disaster may affect the coverage of your property liability insurance, vehicle or equipment insurance, and worker's compensation coverage. As you re-enter your property be aware that hazardous conditions may still exist. Program administrators, collaborators, and trainers shall not be liable for injury or death of someone participating in activities resulting from the inherent risk of re-entering damage areas to provide essential tasks to a commercial agricultural operation.

The Commercial Agricultural Operator, submitting an application for registration, hereinafter referred to as the "Applicant/Permittee" or "A/P," understands that he or she is requesting access to restricted areas subject to official road closure and not otherwise accessible to the public. In so requesting access, A/P acknowledges the inherent risks and hazards caused by recent catastrophic fires, including the existence of declared local health emergency, which extend to the restricted areas. A/P shall, as a condition of receiving a Pass, sign the Release of Liability, Indemnity, and Assumption of Risk Agreement. A/P further understands that any pass/permit issued covers access only to the location identified in the issued Agricultural Access Pass and the direct access route to/from said location; stopping along access routes is strictly prohibited. A/P and its officers, agents, employees, volunteers or representatives shall not wander, loiter, or otherwise meander from the location listed in the issued Agricultural Access Pass, and shall be subject to immediate arrest for trespass into restricted areas and prosecuted to the fullest extent of the law.

Annual Report: An annual report on the program will be completed at the end of each calendar year to inform need of program modifications and utilization. The report will be provided to partners, stakeholders, and the County Boards of Supervisors.

Modifications: This is a new program and will be reviewed annually. To improve the program, modifications may be made annually and during the course of the year – in which case, any changes will be provided to the annual Agricultural Access Pass holder via email.

El Dorado County
Disaster Agricultural Access Program
Release of Liability, Indemnity, and Assumption of Risks Agreement

In consideration for my participation in the Disaster Agricultural Disaster Access Program and its associated training course (referred to below as "Program"), the undersigned, on behalf of myself, my heirs, next of kin, spouse, assignees, officers, employees, agents, or volunteers, hereby agree as follows:

Section 1: Release of Liability

I agree to waive, release, forever discharge, and covenant not to sue, or initiate mediation or arbitration with, the County of El Dorado its officers, officials, employees, and volunteers, from any and all actions, causes of actions, claims, suits, contracts, controversies, promises, variances, agreements, trespasses, damages, judgments, executions, and demands whatsoever in law or in equity that I now have or may have in the future, or which any personal representative, successor, heir, assignee of mine in the future can, shall or may have, for any reason or cause whatsoever, including but not limited to any and all claims for death, personal injury, or property damage, that arise out of or in any way relate to my participation in the Program.

I agree that my participation in the Program will at all times be fully voluntary and that under Food and Agricultural Code section 2350 no person may require me to use any pass issued under the Program to enter or be present on the agricultural producer's property during or following a flood, storm, fire, earthquake, or other disaster. I understand that County does not recommend that I enter the disaster area for any reason and that my choice do is so is fully voluntary.

I further understand that the claims released in this Agreement include all claims of every nature and kind whatsoever, whether known or unknown, suspected, or unsuspected, and I expressly waive all rights under California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Civ. Code, § 1542

I acknowledge that I may hereafter discover facts different from, or in addition, those which I now know or believe to be true with respect to the released claims, and that I agree that this Agreement, includes, without limitation, the releases contained herein, shall be and remain effective in all respects notwithstanding such different or additional factors or the discovery thereof.

Section 2: Indemnity

To the fullest extent permitted by law, I agree, on behalf of myself as well as well as my heirs, assigns, officers, employees, agents, or volunteers, to defend at my own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of myself my heirs, assignees, officers, agents, or employees from my participation in the Program hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Applicant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Section 3: Assumption of Risks

I understand and comprehend the risks associated with my participation in the Program, and in particular my access to disaster areas, and I assume full responsibility for any risk of bodily injury, death, or property damage that may result of my participation in the Program, whether caused by the negligence of the County or otherwise.

Section 4: Term

This Agreement becomes effective on the date of signing by both parties and continues so long as Applicant continues to participate in the Program.

Section 5: Governing Law

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

Section 6: Attorney Fees

If suit is brought to enforce or interpret any part of this Agreement, or the rights or obligations of any Party, including, but not limited to, an action to recover damages for the breach of this Agreement or to secure specific performance of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses, and costs.

Section 7: Contract Administrator

The County officer or employee with responsibility for administering this agreement is LeeAnne Mila for El Dorado County, or their successor.

Section 8: Notice

All notices to be given by the parties shall be in writing and served by depositing the same in the United States Post Office, postage prepaid to the appropriate County address listed below, and return recipient requested.

To County:

County of El Dorado

Department of Agriculture

311 Fair Lane, Placerville CA 95667

To Applicant:

Section 9: Entire Agreement

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Section 10: Waiver

No County officer, director, employee, agent, servant, or other representative may vary the terms and provisions of this document or make any oral or written representation contrary to the provisions of this Agreement or otherwise in connection with the subject matter of this Agreement.

READ THE FOLLOWING CAREFULLY:

By signing below, I have fully read this entire Agreement and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of County to the greatest extent allowed by law.

(Signature of Agricultural Commissioner)

(Date)

(Signature of Applicant)

(Printed Name)

(Date)

(Signature of Employer)

(Printed Name of Employer)

(Date)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

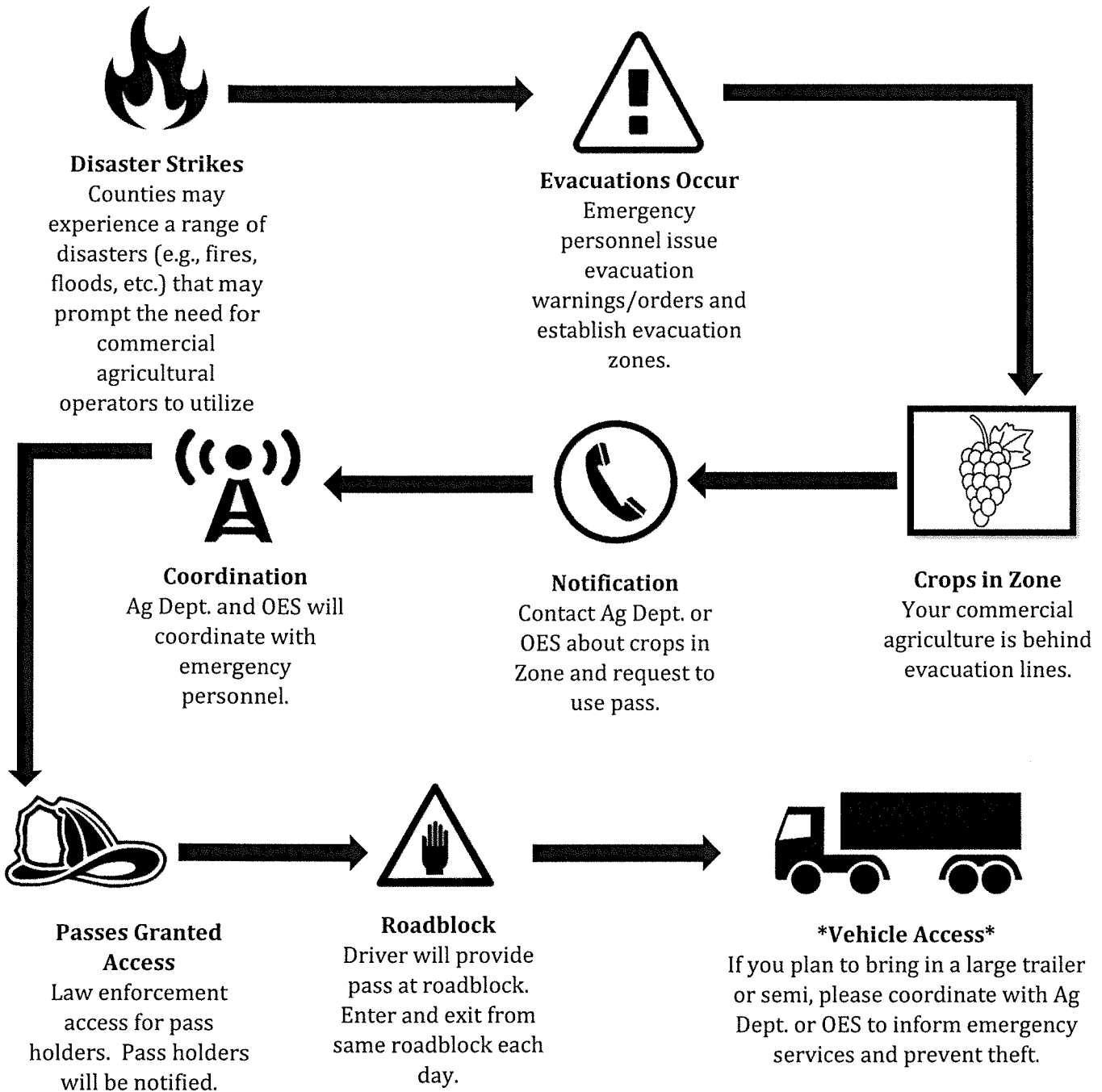
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Interface with Incident Command System

Flow Chart



Contacts

LeeAnne Mila (El Dorado County) – (530) 621-5520

Duty Officer (El Dorado County- Office of Emergency Services) 530-621-5895