

MOTION BY SUPERVISORS KATHRYN BARGER AND  
LINDSEY P. HORVATH

JULY 15, 2025

**AUTHORIZATION TO INDEMNIFY THE FEDERAL GOVERNMENT FOR POTENTIAL  
LIABILITY ARISING FROM SUMMARY ABATING FIRE ASH AND DEBRIS FROM  
PROPERTIES IN THE COUNTY**

On April 29, 2025, this Board adopted an urgency ordinance, requiring properties damaged or destroyed by the January 2025 Fires to be cleared of all fire ash and debris by June 30, 2025, or to be subject to summary abatement proceedings to have that fire ash and debris removed by the government, with the cost of the removal placed as a lien on that property. This was necessitated because a relatively small number of property owners had neither agreed to participate in the no out-of-pocket cost Private Property Debris Removal (PPDR) program provided by the United States Army Corps of Engineers (USACE) nor agreed to timely perform the debris removal for their property with their own contractor. Thus, a relatively small number of properties was endangering the overall safe and speedy rebuilding efforts that are so critical to the community.

The Department of Public Works (Public Works) has now completed all the steps required by the Urgency Abatement Ordinance and is ready to request that USACE perform the fire ash and debris removal for the remaining approximately 40 residential properties located in unincorporated County. The USACE deadline to receive such requests is July 15, 2025. However, to make this request to USACE, per USACE AND Federal Emergency Management Agency (FEMA), the County must agree to indemnify USACE and FEMA from any claims that may arise from USACE's performance of the summary abatement of the fire ash and debris from the subject properties.

**WE, THEREFORE, MOVE** that the Board of Supervisors take the following actions:

1. Find that the proposed actions are not a project pursuant to the California Environmental Quality Act (CEQA), or, in the alternative, that the actions are statutorily exempt pursuant to Public Resources Code, section 21080, subdivisions (b)(3), which applies to projects undertaken, carried out by, or approved by a public agency to maintain, repair, restore, demolish or replace property or facilities damaged or destroyed as a result of a disaster in a

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- disaster-stricken area in which a state of emergency has been proclaimed by the Governor pursuant to Chapter 7 of Division 1 of Title 2 of the Government Code, and pursuant to section 21080, subdivision (b)(4) regarding specific actions necessary to prevent or mitigate an emergency. These exemptions are also reflected in State CEQA Guidelines, section 15269, subdivisions (b) and (c). The January 2025 Windstorm and Critical Fire Events and their aftermath constitute a sudden unexpected occurrence, involving clear and imminent danger, demanding immediate action to prevent or mitigate immediate threats to life, public health and safety, and improved property.
2. Authorize the Director of Public Works, or designee, on behalf of the County, to grant the federal government, including its employees, agents, and contractors, access to properties in the unincorporated County for which all necessary legal actions for abatement, including summary abatement, have been completed in accordance with section 1.26.030, subdivision D. of the Los Angeles County Code for the purposes of conducting assessments and fire ash and debris removal, including demolition of structures.
  3. Authorize the Director of Public Works, or designee, on behalf of the County, to agree to the following actions relative to USACE and FEMA in connection with their abatement activities, including summary abatement, on behalf of the County for properties identified by the County for abatement by USACE in a letter to be sent to FEMA on July 15, 2025: release the federal government from all liability for any damage or loss whatsoever that may occur during or after USACE's abatement actions on behalf of the County; waive any claims or legal action against the federal government, in accordance with State and federal law, that may arise in connection with USACE's abatement actions on behalf of the County; and indemnify, hold, and save harmless the federal government from any and all claims, damages, or losses arising out of the USACE's abatement actions on behalf of the County, including summary abatement.

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