



COUNTY OF SACRAMENTO  
OFFICE OF THE COUNTY COUNSEL - DOWNTOWN OFFICE

700 H Street, Suite 2650, Sacramento, California 95814 Telephone (916) 874-5544 Facsimile (916) 874-8207

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COUNTY COUNSEL  
Robert A. Ryan, Jr.

ASSISTANT COUNTY COUNSEL  
Melvyn W. Price  
John F. Whisenhunt

SUPERVISING DEPUTY  
COUNTY COUNSEL  
Michele Bach  
John H. Dodds  
M. Holly Gilchrist  
Richard G. Llata  
Kathleen A. O'Connor  
Krista C. Whitman  
Denis J. Zilaff

DEPUTY COUNTY COUNSEL  
Michael G. Arkelian  
Rebecca B. Armstrong  
Richard L. Bowser  
J. Steven Burris  
Alan C. Campbell  
Renaldo Carboni  
Peter L. Dixon  
Lawrence J. Duran  
Joanne C. East  
Vicki J. Finucane  
Keith W. Floyd  
Lilly C. Frawley  
Carly Hegle  
Julianne L. Hinrichsen  
Tina L. Izen  
Karla Kowaleyk  
Traci F. Lee  
Jason A. Manoogian  
Diane E. McElhern  
Henry D. Nanjo  
Stephanie G. Percival  
Nanci A. Porter  
Martha E. Potiriades  
June Powells-Mays  
Carol F. Pulido  
Joy A. Ramos  
John E. Reed  
Diana L. Ruiz  
John T. Seyman  
Kathryn A. Shurtleff  
John J. Soika  
Ray C. Thompson  
Lisa A. Travis  
Claire van Dam  
Silvia B. Viarnes  
Dian M. Vorters  
Timothy D. Weinland  
James R. Wood  
Elizabeth H. Wright  
James G. Wright

**Statement of Legal Authority**

This Statement is provided on behalf of the County of Sacramento pursuant to the "Waste Discharge Requirements, Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova, Sacramento, and County Of Sacramento, Storm Water Discharges from Municipal Separate Storm Sewer System, Sacramento County, Order No. R5-2008-0142, NPDES No. CAS082597" issued by the California Regional Water Quality Control Board, Central Valley Region on September 11, 2008 (hereafter referred to as the "Order").

Section C.6 of the Order requires the preparation of a statement "certified by its chief legal counsel," verifying that adequate authority exists to implement the terms of the Order and requirements of federal stormwater regulations. Section C.6 specifies six items that must be included in the statement:

*"6. Each Permittee shall provide to the Executive Officer a statement certified by its chief legal counsel that it has adequate legal authority to implement and enforce each of the requirements contained in 40 CFR 122.26(d)(2)(i)(A-F) and this Order, including any modifications thereto in effect when the certified statement is provided. This statement, which shall be included in Permittees' revised SQIP(s), which shall include the following:*

- a. Citation of urban runoff related ordinances adopted by the Permittees and the reasons they are enforceable;
- b. Progressive enforcement policy and how it will be effectively implemented;
- c. Identification of the local administrative and legal procedures available to mandate compliance with urban runoff related ordinances and therefore with the conditions of this Order;
- d. Description of how these ordinances are implemented and how enforcement actions under these ordinances may be appealed; and

e. Description of whether the municipality can issue administrative orders and injunctions or if it must go through the court system for enforcement actions.

f. Description of the Permittee's stormwater management structure. There might be different departments that are to develop, implement, and enforce various components of the program. Summarize how the various departments communicate and coordinate activities.

As required by the Order, a complete discussion of each issue with respect to the County of Sacramento follows.

**a. Citation of urban runoff related ordinances adopted by the Permittees and the reasons they are enforceable.**

The principal ordinance governing discharges to the County's municipal separate storm sewer system (MS4) is Chapter 15.12 of the Sacramento County Code (the "Storm Water Ordinance"). One of the stated purposes of the Storm Water Ordinance is to "protect and enhance the watercourses within the unincorporated area of the County, by controlling the contribution of urban pollutants to stormwater runoff which enters the County storm drain system in a manner consistent with the Federal Clean Water Act, the Porter-Cologne Water Quality Control Act and Municipal Discharge Permit No. CAS082597, and by controlling pollutants that are discharged directly to natural surface waters." The provisions of the Storm Water Ordinance authorize implementation or enforcement of the mandates of the Order and stormwater regulations. Another purpose of the Storm Water Ordinance is to establish appropriate enforcement procedures and penalties for violations of its provisions. The Storm Water Ordinance was amended in 2004 to address previously noted exceptions to the County's authority. A copy of the Storm Water Ordinance is attached hereto as Exhibit "A".

Additionally, the County's Grading Ordinance, Chapter 16.44 of the Sacramento County Code (the "Grading Ordinance"), regulates grading projects and sets conditions for approval of such projects. The County enacted this ordinance specifically to minimize the degradation of the water quality of watercourses caused by grading, filling and excavation of land, and to control sediment and pollutant runoff from other construction-related activities. These goals are achieved by establishing administrative procedures, minimum standards of review, and implementation and enforcement procedures for controlling erosion, sedimentation and other construction-related pollution. A copy of the Grading Ordinance is attached hereto as Exhibit "B".

The County's authority under its ordinances is very wide-ranging and is sufficient to address the mandates contained in the Order. These ordinances were properly published, introduced and adopted by the Sacramento County Board of Supervisors and constitute enforceable enactments pursuant to the County's police power.

**b. Progressive enforcement policy and how it will be effectively implemented**

All sanctions for violations of the Storm Water Ordinance are available as progressive remedies and may be imposed administratively. Authorized for violations under that Ordinance are administrative civil penalties, treble damages, recovery of abatement costs, and criminal sanctions. These remedies may be cumulative. The Storm Water Ordinance states that each enforcement action "shall take into consideration such factors as the nature, circumstances, extent and gravity of the violation, and the violator's past and present efforts to comply."

The County's Environmental Management Department (EMD) inspects, tracks and ensures compliance with the Order concerning commercial and industrial facilities located in the unincorporated area of the County. Additionally, by memorandum of understanding, EMD also performs this same service in those jurisdictions of the other co-permittees. EMD is designated by the State as a Certified Unified Program Agency and an Environmental Health Agency for the County of Sacramento. EMD's authority is established in Chapter 6.11, Division 20 and Chapter 4, Division 104 of the Health and Safety Code.

**c. Identification of the local administrative and legal procedures available to mandate compliance with urban runoff related ordinances and therefore with the conditions of this Order.**

The County Storm Water Ordinance has several administrative procedures available to mandate compliance with the requirements contained in it. As discussed further below, these options include issuing notices of violation to anyone found to be in violation of its provisions, issuing cease and desist orders where violation constitutes an immediate threat to public health or safety, and issuing notices of administrative civil penalty. In addition to administrative enforcement options, the County may seek civil and criminal penalties against a violator and may seek nuisance abatement through the court system. Lastly, Section 15.12.330 allows the Administrator of the County's Municipal Services Agency to promulgate regulations for the implementation of the County's Storm Water Ordinance. This section gives the County the ability to further refine its administrative compliance options.

**d. Description of how these ordinances are implemented and how enforcement actions under these ordinances may be appealed.**

The County implements its Storm Water Ordinance through the stormwater program detailed in its Stormwater Quality Improvement Plan (SQIP). Additionally, the Storm Water Ordinance sets forth a detailed administrative process for appealing enforcement actions. Section 15.12.540 provides that any person receiving a notice of violation, an administrative compliance order or who otherwise suffers an adverse determination under the Ordinance may request an administrative hearing before an administrative hearing officer appointed pursuant to Government Code section 27720 et seq. The Ordinance requires that the appellant file a written request for an administrative hearing accompanied by payment of an administrative hearing fee in an amount established by the Administrator based upon actual expense. If the person prevails in the appeal, the fee is refunded. Alternatively, the hearing officer may order the appellant to pay additional costs. If no request for hearing is filed within the prescribed filing period, the determination of the Administrator becomes final.

Where an appeal is timely filed, the County will then hold a hearing on the matter before a hearing officer not less than thirty (30) and not more than ninety (90) calendar days from the filing of the written request unless the notice is issued concurrently with a cease and desist order and, in that case, the hearing must take place not more than forty-five (45) days from the date of the notice. A record of the entire proceeding shall be made, and evidence rules established by Government Code § 11513 apply. The hearing officer may, for good cause, grant continuances, and must issue a final decision within ten (10) days of the hearing's conclusion.

**e. Description of whether the municipality can issue administrative orders and injunctions or if it must go through the court system for enforcement actions.**

As stated above, the Storm Water Ordinance includes an extensive section on enforcement actions giving the County a wide variety of administrative options in case of violations. The administrative enforcement options include issuing a notice of violation, administrative compliance orders, and cease and desist orders. Issuance of a cease and desist order functions as an injunction in that it allows the Administrator to direct the owner or occupant of any premises, or any other person responsible for any violation of the Ordinance, to take one or more of the following actions: (1) Immediately discontinue any prohibited discharge to the County stormwater conveyance system; (2) Immediately discontinue any other violation of the Ordinance; and (3) Clean up the area affected by the violation. The Administrator may direct by a Cease and Desist Order that any person immediately cease any activity that may lead to a violation of Receiving Water Limitations.

The County has similar authority under the Grading Ordinance. The powers include the issuance of stop work notices, denial of future grading permits and the abatement of nuisance conditions.

- f. Description of the Permittee's stormwater management structure. There might be different departments that are to develop, implement, and enforce various components of the program. Summarize how the various departments communicate and coordinate activities.**

Compliance with the Order is a County-wide responsibility. The County's Stormwater Quality Improvement Plan (SQIP) provides a detailed explanation of the County's stormwater management structure, which is headed by the County's Department of Water Resources. There, a staff of twelve administer the Order and work with other County departments to implement its requirements. Inter-departmental agreements are adopted when necessary to ensure that other applicable departments understand their responsibilities under the Order.

Based on the foregoing discussion, the Office of the County Counsel respectfully submits this certification.

Certified by,

ROBERT A. RYAN, JR.  
County Counsel

By



RAY C. THOMPSON  
Deputy County Counsel

Attachment

# Exhibit “A”

## Chapter 15.12 STORMWATER MANAGEMENT AND DISCHARGE CONTROL

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Article 1 General Provisions

15.12.105 Title.

This Chapter shall be known as the “stormwater Ordinance.” (SCC 1280 § 2 (part), 2004)

15.12.110 Findings.

- a. The Federal Clean Water Act provides for the regulation and reduction of pollutants discharged into the Waters of the United States by extending National Pollutant Discharge Elimination System (NPDES) requirements to stormwater and urban runoff discharge into the County storm drain system.
- b. The State Water Resources Control Board (“State Board”) is the State water pollution control agency for all purposes of the Clean Water Act pursuant to Section 13160 of the California Water Code. The State Board is authorized by the United States Environmental Protection Agency to administer the NPDES program within the State. The Porter-Cologne Water Quality Control Act (Water Code section 13000 et seq.) provides authority for the State NPDES program, including provisions to issue NPDES Permits and Waste Discharge Requirements to regulate discharges of stormwater to waters of the State.
- c. Stormwater flows from individual properties to the County storm drain system and then ultimately to the waters of the State.
- d. The County is a co-permittee under the Waste Discharge Requirements for County of Sacramento and cities of Citrus Heights, Elk Grove, Folsom, Galt, and Sacramento, Storm Water Discharges from Municipal Separate Storm Sewer Systems Sacramento County (Order No. R5-2002-0206), dated December 6, 2002, which also serves as a National Pollutant Discharge Elimination System Permit under the Federal Clean Water Act (NPDES No. CAS082597). As a co-permittee, the County is required to possess the necessary legal authority, and to implement appropriate procedures, to regulate the entry of pollutants and non-stormwater discharges into and from the County storm drain system.
- e. The County’s Municipal Stormwater Permit requires the County effectively to prohibit non-stormwater discharges from the unincorporated urbanized area of the County into the County storm drain system except as otherwise permitted by federal law.
- f. Non-stormwater discharges and stormwater pollutants that are discharged directly to waters of the State without passing through the County storm drain system are not subject to the requirements of the Municipal Stormwater Permit. However, such discharges have the potential to degrade water quality and impact the quality of life for the people of the County. Regulation of such discharges by the County provides benefits to its people and protects the local environment.

g. The Board finds in this regard that the provisions of this Chapter are necessary to provide the County with the legal authority necessary to implement and otherwise comply with the requirements of its Municipal Stormwater Permit and to protect the waters of the State for the benefit of its people and the environment. (SCC 1295 § 1, 2005; SCC 1280 § 2 (part), 2004)

#### 15.12.120 Purpose and Intent.

a. This Chapter is adopted pursuant to Article XI, Section 7 of the California Constitution which authorizes the County to exercise its police power to protect and promote the public health, safety and general welfare. While stormwater runoff is one step in the natural cycle of water, human activities, including, but not limited to, agriculture, construction, manufacturing and the operation of an urban infrastructure, may result in undesirable discharges of pollutants and certain sediments. Such discharges may accumulate in local drainage channels and waterways and eventually may be deposited in the natural surface waters. The purpose of this Chapter is to protect and enhance the watercourses within the unincorporated area of the County, by controlling the contribution of urban pollutants to stormwater runoff which enters the County storm drain system in a manner consistent with the Federal Clean Water Act, the Porter-Cologne Water Quality Control Act and Municipal discharge Permit No. CAS082597, and by controlling pollutants that are discharged directly to natural surface waters.

b. It is the intent of the Board in adopting this Chapter to provide the County with the legal authority to accomplish the following goals:

1. To benefit the people and environment of the County by protecting water quality in waters of the State;
2. To reduce the discharge of pollutants in stormwater to the maximum extent practicable, whether those discharges are made to the County storm drain system, or directly to natural surface waters;
3. To effectively prohibit Non-stormwater discharges into the County storm drain system or to natural surface waters;
4. To comply with the requirements of the Federal Clean Water Act, the Porter-Cologne Water Quality Control Act and NPDES Municipal Storm Water Discharge Permit #CAS082597 as they apply to the discharge of pollutants into and from the County storm drain system;
5. To fully implement the County's stormwater Quality Improvement Plan;
6. To protect the physical integrity and function of the County storm drain system from the effects of pollutants and materials other than stormwater;
7. To prevent the contamination of groundwater as a result of pollution migration from the County storm drain system;
8. To promote cost effective management and beneficial use of sediments in the County storm drain system;
9. To protect the health and safety of maintenance personnel and the public who may be exposed to pollutants in the County storm drain system or in natural surface waters;
10. To provide for the recovery of regulatory costs incurred by the County in the implementation of this Chapter or its stormwater Quality Improvement Plan, including, but not limited to, enforcement activities, compliance assistance, inspections, investigations, sampling and monitoring; and
11. To establish appropriate enforcement procedures and penalties for violations of the provisions of this Chapter. (SCC 1280 § 2 (part), 2004)

## 15.12.130 Definitions.

Any term(s) defined in the Federal Clean Water Act, as amended, and/or defined in the regulations for the stormwater discharge permitting program issued by the Environmental Protection Agency, as amended, and which are not specifically defined in this Chapter shall, when used in this Chapter, have the same meaning as set forth in said act or regulation.

As used in this Chapter, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise.

- a. "Administrator" means the Administrator of the County of Sacramento's Municipal Services Agency and his or her designees.
- b. "Best management practices" or BMPs means schedules of activities, prohibition of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce to the maximum extent practicable the discharge of pollutants to the County storm drain system or directly or indirectly to natural surface waters. BMPs shall also be defined to include structural controls, treatment controls, source controls, training requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, and drainage from raw materials storage.
- c. "Board" means the Board of Supervisors of the County of Sacramento.
- d. "County" means the County of Sacramento.
- e. "County stormwater permit" means a permit issued to industries by the County to establish requirements intended to eliminate Non-stormwater discharges and control, reduce, or eliminate pollutants in stormwater.
- f. "County storm drain system" means those public man-made facilities within the unincorporated area of the County which are owned, operated, maintained or controlled by the County by which stormwater may be conveyed to natural surface waters, including, but not limited to, any roads with drainage systems, municipal streets, catch basins, water quality basins, detention basins, constructed wetlands, artificial channels, aqueducts, curbs, gutters, ditches, sumps, pumping stations, storm drain inlets, and storm drains.
- g. "Director of Water Resources" means the Director of the County's Department of Water Resources, and his or her designees.
- h. "Discharge" means the release or placement of any material into the County storm drain system or natural surface waters, including, but not limited to, stormwater, wastewater, pollutants, solid materials, liquids, hazardous waste, raw materials, debris, litter or any other substance.
- i. "Discharger" means any person who discharges, or causes to discharge, either directly or indirectly, stormwater or any other material into the County storm drain system or to natural surface waters.
- j. "Illicit connection" means any physical connection to the County storm drain system or natural surface waters which is not expressly authorized by the County.
- k. "Implementing agency" means the agency or department designated by the Administrator to enforce the provisions of this Chapter with respect to a particular site, facility or industry category.
- l. "Industry" or "industrial activity" means any service, business, enterprise, or any other activity conducted by any person for the purpose of monetary or other compensation, or in support of or promotion of such activity. This term shall also mean any similar activity conducted by a non-profit

corporation as defined by the State of California.

m. "Material" means any substance, including, but not limited to, raw materials, finished products, garbage and debris, lawn clippings, leaves and other vegetation, biological and fecal waste, sediment and sludge, oil and grease, gasoline, paints, solvents, cleaners and any fluid or solid containing chemicals.

n. "Municipal Stormwater Permit" means NPDES Permit #CAS082597, including any amendments thereto or successor permit, issued by the Regional Board to the County and the cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova, and Sacramento.

o. "National Pollution Discharge Elimination System Permit" or "NPDES Permit" means a permit issued by either the Regional Board, the State Water Resources Control Board pursuant to Chapter 5.5 (commencing with Section 13370) of Division 7 of the Water Code, or the United States Environmental Protection Agency to control discharges from point sources to natural surface waters.

p. "Natural surface water" means creeks, natural ponds or lakes, wetlands, the Sacramento River, American River, Cosumnes River, Mokelumne River, Lake Natoma, or navigable waters of the delta and shall include any waters of the United States contained within the boundaries of the State. Natural surface water does not mean any wet or dry detention basin, constructed wetland, stormwater treatment facility, artificial lake or pond or other man-made body of water.

q. "Non-stormwater discharge" means any discharge to the County storm drain system or directly to natural surface waters which did not originate as surface runoff and drainage from storm events and snow melt, but essentially resulted from human activities, or materials or processes under a persons control. Non-stormwater discharges include but are not limited to discharges of: (1) water that has been used by a person for any purpose such as cleaning, rinsing, cooling, irrigation, aquaculture, recreation, cooking, and industrial processes; (2) water or wastewater that originates or flows from equipment, valves, piping, hoses, containers, tanks, or other man-made apparatus; or (3) any discharge of materials or wastes other than water.

r. "Person" means any natural person as well as any corporation, partnership, public agency, trust, estate, cooperative association, joint venture, business entity or other similar entity, or the agent, employee or representative of any of the above.

s. "Pollutant" means any contaminant or other substance which, as determined by the Administrator, is discharged or has a reasonable potential to be discharged in sufficient quantities or concentrations to cause exceedance of receiving water limitations, or otherwise cause a violation of the Municipal Stormwater Permit. Pollutant may include, but is not limited to, solid waste, sewage, garbage, medical waste, wrecked or discarded equipment, radioactive material, dredged soil, rock, sand, industrial waste, feces, fecal coliform, fecal streptococcus, enterococcus, volatile organic carbon, surfactants, oil and grease, petroleum hydrocarbon, organic solvents, metals, phenols, pesticides, nutrients, suspended or settleable solids, materials causing an increase in biochemical or chemical oxygen or total organic carbon, substances which alter pH, and those pollutants defined in Section 1362(6) of the Federal Clean Water Act.

t. "Potential discharger" means any person who by nature of the enterprise, activity or industry in which such person is engaged, or by the use, possession or ownership of specified types of building, facility, equipment, or materials, is determined by the Administrator to generate or have the capacity to generate pollutants, wastes, or wastewater which have significant potential to be discharged to the County storm drain system or directly to any natural surface waters.

- u. “Premises” means any building, lot, parcel or land, or portion thereof, whether improved or unimproved.
- v. “Prohibited non-stormwater discharge” means any non-stormwater discharge to the County storm drain system or directly to natural surface waters, which is not otherwise specifically authorized by this Chapter, the Regional Board, State or Federal law, or an NPDES Permit.
- w. “Prohibited non-stormwater discharge installation” means any structure or equipment installed at a person’s premises that is not directly connected to the County drain system, but nonetheless is intended or serves to discharge or convey a prohibited non-stormwater discharge to the County storm drain system or waters of the State.
- x. “Receiving water limitations” is as defined and listed in Section B.1. of the Municipal Stormwater Permit or any successor document.
- y. “Receiving waters” means surface bodies of water, as defined by the Municipal Stormwater Permit, including, but not limited to, creeks and rivers, which serve as discharge points for the County storm drain system.
- z. “Regional Board” means the California Regional Water Quality Control Board, Central Valley Region.
- aa. “Significant industrial activity” means any industrial activity, individual industrial facility, or class of industrial facilities which is determined by the Administrator to discharge or have the potential to discharge pollutants into stormwater, or non-stormwater in quantities or concentrations which may cause exceedance of receiving water limitations, or for which a requirement has been imposed by the state or federal government on the County to conduct stormwater regulatory activities focused on the facility or activity.
- bb. “Significant redevelopment” means the creation or addition of at least five thousand (5,000) square feet of impervious surfaces on an already developed site. Significant redevelopment includes, but is not limited to expansion of a building footprint, or replacement of a structure; replacement of impervious surface that is not part of a routine maintenance activity; and land-disturbing activities related to structural or impervious surfaces.
- cc. “Specified performance requirements” means standards adopted by the County that define required conditions or results regarding the elimination of non-stormwater discharges or the control of pollutants in stormwater from specified sources.
- dd. “State Construction General Permit” means the State Water Resources Control Board’s Order No. 99-08 – DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 Waste Discharge Requirements (WDRS) for discharges of Storm Water Runoff Associated With Construction Activity, and any successor documents.
- ee. “State Industrial General Permit” means the State Water Resources Control Board’s “Water Quality Order No. 97-03-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000001, Waste Discharge Requirements for Discharges of Storm Water Associated With Industrial Activities Excluding Construction Activities” and any successor documents.
- ff. “Stormwater” means surface runoff and drainage resulting from storm events and snow melt, including surface runoff and drainage that contains pollutants as a result of contact with man-made or natural sources.
- gg. “Threatened prohibited non-stormwater discharge” means any condition or activity which does not currently result in a prohibited non-stormwater discharge but is nevertheless determined by the Administrator to be a condition which results in a substantial likelihood of a future prohibited non-

stormwater discharge;

- hh. "Unmitigated stormwater pollutant source" means any existing condition that if left unmitigated is reasonably likely, as determined by the Administrator, to result in a discharge of pollutants in stormwater that will cause or contribute to an exceedance of receiving water limitations, harm or interfere with the County storm drain system, or otherwise pose a threat to public health and safety.
- ii. "Waters of the United States" has the same meaning as set forth in Part 122.2 of Title 40 of the Code of Federal Regulations or any successor provision. (SCC 1295 § 2, 2005; SCC 1280 § 2 (part), 2004)

#### 15.12.135 Construction.

The provisions of this Chapter shall be construed to assure consistency with the requirements of the Federal Clean Water Act and any acts amendatory thereof or supplementary thereto, applicable implementing regulations, and NPDES Permit # CAS082597 and any amendment, revision or re-issuance thereof. In the event of a conflict between this Chapter and any federal or state law, regulation, order or permit, the requirement which establishes the higher standard for public health and safety shall govern. (SCC 1280 § 2 (part), 2004)

#### 15.12.140 Applicability.

The provisions of this Chapter shall be applicable to all dischargers and potential dischargers located within the unincorporated area of the County and all dischargers or potential dischargers that discharge either directly or indirectly into the County storm drain system. This Chapter shall also apply, within the unincorporated area of the County, to stormwater and Non-stormwater discharges made directly to natural surface waters. This Chapter shall not be applicable to discharges occurring outside the unincorporated area of the County.

This Chapter shall apply to facilities subject to the State Construction General Permit; the pollutant control provisions of the County Erosion and Sediment Control Ordinance, County Grading permit, or a Building Permit; or any other instrument of the County that establishes pollutant control provisions for construction sites. However, compliance with the requirements of these permits and the Erosion and Sediment Control Ordinance shall constitute compliance with this Chapter.

This Chapter shall not apply to activities conducted by or facilities operated by the State of California or by agencies of the Federal Government. (SCC 1280 § 2 (part), 2004)

#### 15.12.150 Regulatory Consistency.

The provisions of this Chapter shall take precedence over and are controlling with respect to any conflicting or inconsistent provisions in this Code. (SCC 1280 § 2 (part), 2004)

#### 15.12.160 Compliance Disclaimer.

Compliance by any person with the provisions of this Chapter shall not preclude the need to comply with other local, state or federal statutory or regulatory requirements relating to the control of pollutant

discharges or protection of stormwater quality, or both. (SCC 1280 § 2 (part), 2004)

#### 15.12.170 Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Chapter. The Board hereby declares that it would have adopted this Chapter and each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof without regard to whether any other section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter would subsequently be declared to be invalid or unconstitutional. (SCC 1280 § 2 (part), 2004)

#### 15.12.180 Administration.

Except as otherwise provided herein, the authority to implement this Chapter is vested in the Administrator who shall be responsible for the administration, implementation and enforcement of the provisions of this Chapter. Unless otherwise specified herein, any powers granted to or duties imposed upon the Administrator may be delegated by the Administrator to other County employees or, upon the approval of the Board, to employees of other public agencies. (SCC 1280 § 2 (part), 2004)

#### 15.12.190 Disclaimer of Liability.

The degree of protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific, engineering and other relevant technical considerations. The standards set forth herein are minimum standards and this Chapter does not imply that compliance will ensure that there will be no unauthorized discharge of pollutants into natural surface waters. This Chapter shall not create liability on the part of the County or any officer or employee thereof for any damages that result from reliance on this Chapter or any administrative decision lawfully made there under. (SCC 1280 § 2 (part), 2004)

### Article 2 Prohibited Discharges

#### 15.12.200 Prohibited Non-Stormwater Discharge.

Except as provided in Section 15.12.210, it shall be unlawful for any person to make or cause to be made any Non-stormwater discharge into the County storm drain system or directly to natural surface waters. (SCC 1280 § 2 (part), 2004)

#### 15.12.210 Exceptions To Non-Stormwater Discharge Prohibition.

The following discharges to the County storm drain system are exempt from the otherwise applicable

discharge prohibition set forth in Section 15.12.200:

- a. Any discharge regulated under a NPDES Permit issued to the discharger, and administered by the State pursuant to Chapter 5.5 of Division 7 of the Water Code, provided that any such discharge is in compliance with all requirements of the NPDES Permit and all other applicable laws and regulations.
- b. Any discharge from any of the following activities provided that any such discharge does not cause or contribute to the violation of any receiving water limitation as determined by the Administrator:
  1. Water line flushing;
  2. Landscape irrigation;
  3. Diverted stream flows;
  4. Rising ground waters;
  5. Uncontaminated ground water infiltration [as defined in 40 CFR 35.2005(20)] to separate storm sewers;
  6. Uncontaminated pumped ground water;
  7. discharges from potable water sources;
  8. Foundation drains;
  9. Air conditioning condensate;
  10. Uncontaminated irrigation water;
  11. Springs;
  12. Water from crawl space pumps;
  13. Footing drains;
  14. Lawn watering;
  15. Individual residential car washing;
  16. Flows from riparian habitats and wetlands;
  17. Dechlorinated swimming pool discharges; or
  18. discharges or flows from emergency fire fighting activities.
- c. Any discharges which the Administrator, the County Health Officer or the Regional Board determines in writing are necessary for the protection of public health or safety.
- d. Additional categories of non-stormwater discharges which do not cause or contribute to the violation of any receiving water limitation may be excepted from the otherwise applicable prohibition by the Administrator upon approval of the Executive Officer of the Regional Board, as provided in the Municipal Stormwater Permit, or any successor permit. (SCC 1280 § 2 (part), 2004)

#### 15.12.220 Exception to Otherwise Applicable Exemptions.

Notwithstanding the exemptions provided for in Section 15.12.210 above, if the Regional Board or the Administrator determines that a discharge which is otherwise exempt from the prohibition on discharges causes or significantly contributes to the violation of any receiving water limitation or results in the conveyance of significant quantities of pollutants to natural surface waters, or is otherwise a danger to public health or safety, the Administrator may give written notice to the owner or operator of the facility that the discharge exception shall not apply to the discharge at issue following expiration of the thirty (30) day period commencing upon delivery of the notice. Upon expiration of such thirty (30) day period, any such discharge shall be unlawful. Upon finding that any continuance of the discharge poses an immediate significant threat to the environment or to public health and safety, the Administrator may

waive the thirty day waiting period and require immediate cessation of the discharge. (SCC 1280 § 2 (part), 2004)

#### 15.12.230 Prohibited Stormwater Discharges.

It shall be unlawful for any person to discharge, or cause to be discharged, any stormwater or material to the County storm drain system which results in, or contributes to a violation of a receiving water limitation or a violation of the Municipal Stormwater Permit. (SCC 1280 § 2 (part), 2004)

#### 15.12.240 Prohibited Conditions.

a. In the interest of preventing prohibited discharges from occurring, it shall be unlawful for any person to maintain, or cause to be maintained, any of the following conditions:

1. Unmitigated stormwater pollution source;
2. Threatened prohibited non-stormwater discharge;
3. Prohibited non-stormwater discharge Installation; or
4. Illicit connection.

b. Illicit connections shall be subject to removal and abatement by the County pursuant to this Chapter and Title 16 of this Code.

c. The prohibition set forth in subsection (a)(4) above shall apply to illicit connections in existence at the time that this Chapter becomes effective. Upon the effective date of this Chapter, any person who maintains an illicit connection shall have thirty (30) days from the effective date of this Chapter to disconnect and discontinue use of such connection. Notwithstanding the provisions of this section, any person who maintains an illicit connection, as defined in Section 15.12.130, may apply to the County for a Sacramento County Water Agency Permit to continue the connection subject to applicable County standards. No permit shall be issued for any connection or any physical facility or apparatus that is installed, intended, serves, or is known to convey a prohibited discharge to the County storm drain system or waters of the State. (SCC 1295 § 3, 2005: SCC 1280 § 2 (part), 2004)

#### 15.12.250 Negligence or Intent Not Required.

A violation of the provisions of this Article shall occur irrespective of the negligence or intent of the violator to construct, maintain, operate or utilize an illicit connection or to cause, allow or facilitate any prohibited discharge. (SCC 1280 § 2 (part), 2004)

### Article 3 Reduction of Pollutants in Stormwater

#### 15.12.300 General Requirements for Best Management Practices.

Any person engaged in activities which may result in pollutants entering the stormwater conveyance system shall, to the maximum extent practicable, undertake BMPs to reduce the risk of Non-stormwater discharge and/or pollutant discharge. (SCC 1280 § 2 (part), 2004)

### 15.12.302 Significant Industrial Activities.

- a. The Administrator may designate as significant industrial activities those industrial activities or facilities which are identified as potentially significant sources of discharges of pollutants to the County storm drain system. A significant industrial activity may occur at stationary facilities or as a mobile activity that takes place at various job sites.
- b. Industries for which the Municipal Stormwater Permit specifies that the County shall conduct routine inspections, or which are listed in Municipal Stormwater Permit provision 9 ii c, are hereby designated as significant industrial activities.
- c. Notwithstanding subsection (b) of this section, food establishments, as defined in the Section 113780 of the State of California Health and Safety Code, shall not be designated as significant industrial activities.
- d. Significant industrial activity designations that apply only to individual facilities may be made by the Administrator and are subject to appeal under section 15.12.540 of this Chapter.
- e. Significant industrial activity designations made by the Administrator pursuant to subsection (a) of this section that apply to classes of activities or facilities shall be subject to the requirements of Section 15.12.330 of this Chapter governing the adoption of regulations. (SCC 1295 § 4, 2005; SCC 1280 § 2 (part), 2004)

### 15.12.305 County Stormwater Permit.

- a. The Administrator may require the owner or operator of a significant industrial activity to obtain a County stormwater permit, which may establish any provisions necessary for the implementation of this Chapter, effective control of stormwater pollutants and non-stormwater discharges, and compliance with the Municipal Stormwater Permit. Provisions may include but are not limited to applicable specified performance requirements; and reporting, documentation, training, and monitoring requirements.
- b. Notwithstanding subsection (a) of this Section, food establishments, as defined in the State of California Health and Safety Code Section 113780, and industrial facilities required to obtain coverage under the State Industrial General Permit shall not be required to obtain a County stormwater permit.
- c. The County stormwater permit shall describe the aspects of business to which it applies, which may include but are not limited to areas, equipment, buildings, industrial processes, or activities of the business.
- d. Any person who continues to own or operate a significant industrial activity without obtaining a County stormwater permit if required by the Administrator, shall be in violation of this Chapter.
- e. The Administrator may establish permit fees, according to the provisions of Section 15.12.450 of this Chapter, to fund the County's costs associated with regulating the permitted activity, including but not limited to administration, inspection, enforcement, compliance assistance, and outreach
- f. The Administrator may revoke a County stormwater permit for significant violations of this Chapter. Prior to issuance or revocation of any permit, the Administrator shall establish, as part of the enforcement policy required by Section 15.12.555, written policy regarding permit administration, including timelines and criteria for permit revocation and permit reinstatement. Permit revocation and reinstatement decisions by the Administrator shall be subject to appeal under Section 15.12.540 of this

Chapter. (SCC 1280 § 2 (part), 2004)

15.12.310 Containment and Notification of Spills.

- a. Any person owning or occupying a premises, or conducting any activity, that has knowledge of any non-stormwater discharge or threatened prohibited discharge, from the premises or activity to the County stormwater conveyance system shall immediately take all reasonable action to contain and otherwise minimize any such discharge.
- b. The Administrator may designate individual facilities or types of industries where the owner or operator of the Industry shall be required to notify the Administrator or the implementing agency within twenty-four (24) hours of the discovery of an actual discharge into the County stormwater conveyance system.
- c. For any discharge subject to the reporting requirements of the State of California Water Code sections 13271 and 13272, notification in compliance therewith shall constitute sufficient notification for the purposes of this Section. (SCC 1295 § 5, 2005: SCC 1280 § 2 (part), 2004)

15.12.320 Specified Performance Requirements for Industrial Activities.

- a. The Administrator may establish specified performance requirements for significant industrial activities that are intended to apply to a class or classes of industries. Such requirements shall be subject to the provisions for adoption of regulations under Section 15.12.330 of this Chapter.
- b. The Administrator may impose specified performance requirements that apply to single facilities. Such requirements shall be subject to appeal under Section 15.12.540 of this Chapter.
- c. Any facility that it is in compliance with its State or Federal NPDES Permit for stormwater discharges for that facility shall be deemed to have met the requirements of Section 15.12.300, except that any specified performance requirements applicable to such facilities shall also be met. (SCC 1280 § 2 (part), 2004)

15.12.322 Construction Sites With Building Permits.

Any person owning or operating a construction site for which a building permit has been issued shall implement BMPs to control the discharge of pollutants to the maximum extent practicable, and eliminate non-stormwater discharges that are not in compliance with an NPDES Permit. (SCC 1280 § 2 (part), 2004)

15.12.325 Post Construction Requirements for New Development and Significant Redevelopment.

- a. The Administrator shall be authorized to establish specified performance requirements and requirements for BMPs as appropriate to minimize the long-term, post construction discharge of stormwater pollutants from new development or significant redevelopment, to implement the development standards plan, and to comply with the requirements associated with development standards in the Municipal Stormwater Permit, including but not limited to Provisions 16 through 26.

The requirements for new development or redevelopment may include but are not limited to performance standards, source control BMPs, treatment BMPs, structural BMPs, operational BMPs, building material specifications or limitations, site design requirements, signage and marking, and associated maintenance programs or schedules.

b. Requirements established pursuant to subsection (a) of this section may be included in development standards, building codes, building permits, conditions of development, or any other appropriate instrument administered by the County. (SCC 1280 § 2 (part), 2004)

#### 15.12.327 BMP Maintenance Requirements.

The Administrator may require a property owner to establish, document, and conduct a maintenance program, subject to approval, for any BMP or to ensure continued compliance with specified performance requirements. This requirement may apply to BMPs required by the County or BMPs that were voluntarily installed. Such a maintenance program may be required when the Administrator determines that proper maintenance is necessary to protect public safety, health, infrastructure, or the environment, or to otherwise meet the purposes of this Chapter. Maintenance requirements established pursuant to this subsection must be appropriate for the site conditions and design of BMPs. (SCC 1295 § 6, 2005; SCC 1280 § 2 (part), 2004)

#### 15.12.330 Administrative Rules and Regulations.

a. The Administrator shall have the authority to promulgate regulations for the implementation of this Chapter. Prior to the Administrator's initiation of any proposed regulations, the Administrator shall submit a public input plan to the Board for its approval. The public input plan approved by the Board shall be generally applicable to the promulgation of regulations by the Administrator.

b. All regulations promulgated by the Administrator shall be consistent with the provisions of this Chapter. Any such regulations, or amendments thereof, shall be filed with the Clerk of the Board. The Clerk shall cause announcement of said rules or regulations to be published in a newspaper of general circulation within ten calendar days. Such announcements shall provide a reasonable summary of the content of the rule. In addition, the Administrator shall make a reasonable effort to identify, notify, and provide copies to any industries which are specifically designated by the Administrator as subject to a rule or regulation. However, neither the failure of the Administrator to provide such notice nor the failure to receive individual notice shall exempt an industry from that rule or regulation. No regulations promulgated by the Administrator or amendments thereof, shall be enforced or become effective until thirty (30) calendar days following the date on which notification of the regulations are published.

c. Any person who asserts that he or she is aggrieved by the terms or application of a regulation issued pursuant to this section may appeal the issuance of such regulation by filing a written notice of appeal with the Clerk of the Board. The notice of appeal shall specifically identify the regulation or regulations from which the appeal is taken and the reasons for the appeal. Upon receipt of such notice, the Clerk of the Board shall schedule the appeal for a public hearing by the Board. At the conclusion of the public hearing the Board shall be vested with jurisdiction to deny the appeal or to rescind or modify the regulation. The Board's determination in this regard shall be final.

d. Any regulation from which an appeal is filed prior to its effective date shall not become effective until

the date of a determination by the Board of the appeal. Any regulation from which an appeal is filed on or subsequent to the effective date thereof shall remain in full force and effect during the pendency of the appeal, and any decision which rescinds or modifies the regulation shall apply prospectively. (SCC 1280 § 2 (part), 2004)

## Article 4 Inspection and Monitoring

### 15.12.400 Scope of Inspections.

- a. Prior to commencing any inspection authorized pursuant to this Chapter, the Administrator shall obtain the consent of the owner or occupant of the premises, an inspection warrant or a criminal search warrant.
- b. The Administrator may conduct inspections related to purposes of implementing this Chapter on private or public property. Inspections shall be based upon such reasonable selection processes as may be deemed necessary to carry out the objectives of this Chapter, including, but not limited to, compliance with requirements of the Municipal Stormwater Permit, visual evidence, complaints received, knowledge or physical evidence of industrial activities or other pollutant sources, random sampling, sampling in areas with evidence of stormwater contamination, illicit connections, discharge of non-stormwater to the County storm drain system or similar factors.
- c. The Administrator may enter upon private property to investigate the source of any discharge to any public street, inlet, gutter, storm drain or the County storm drain system.
- d. The Administrator may enter upon private property for the purpose of verifying compliance with the provisions of this Chapter, including, but not limited to, the following:
  1. Identifying products produced, processes conducted, chemicals used and materials stored on or contained within the property;
  2. Identifying point(s) of discharge of all wastewater, process water systems, pollutants and other discharges from the property;
  3. Investigating the drainage patterns of the premises, including natural and graded slopes, and artificial conveyance systems;
  4. Establishing the location of all points of discharge from the property, whether by surface run-off or through a storm drain system;
  5. Locating any prohibited condition, illicit connection, or the source of any prohibited discharge; and
  6. Evaluating implementation of BMPs.
- e. For purposes of verifying compliance with the provisions of this Chapter, the Administrator may inspect any vehicle, truck, trailer, tank truck or other mobile equipment, or any stationary equipment, which may reasonably be believed to be used by the business for business-related activities and to be associated with industrial sources of pollutants or with non-stormwater discharges.
- f. The Administrator may inspect and copy all records of the owner or occupant of any premises relating to chemicals or processes presently or previously occurring on-site, including materials and/or chemical inventories, facilities maps or schematics or diagrams, material safety data sheets, hazardous waste manifests, business plans, pollution prevention plans, state general permits, monitoring program plans or any other records relating to illicit connections, prohibited discharges or the potential discharge of pollutants to the County storm drain system. In addition, the Administrator may require the owner or

occupant to furnish, within a reasonable time period, copies of all such records.

g. The Administrator may inspect, sample and test any area runoff, soils area (including any groundwater testing), process discharge, materials within any waste storage area (including any container contents), and/or treatment system discharge for the purpose of determining the potential for the contribution of pollutants to the County storm drain system. The Administrator may investigate the integrity and layout of all storm drain and sanitary sewer systems or other pipelines on the premises using appropriate tests, including, but not limited to, smoke and dye tests or video surveys. The Administrator may take photographs or video tape, make measurements or drawings, and create any other record reasonably necessary to document conditions on the premises.

h. The Administrator may erect and maintain monitoring and sampling devices for the purpose of measuring any discharge or potential source of discharge to the County storm drain system. (SCC 1295 § 7, 2005; SCC 1280 § 2 (part), 2004)

#### 15.12.430 Monitoring Requirements for Industrial Facilities.

a. The Administrator may require industries, at their own expense, to conduct and report monitoring of stormwater and non-stormwater discharges from their facilities and operations, for purposes necessary for the implementation of this Chapter or compliance with the Municipal Stormwater Permit. The goals of monitoring may include but are not limited to characterization of known and potential pollutant sources, pollutant content of discharges, and BMP effectiveness. Required forms of monitoring may include but are not limited to toxicity, flow, and analysis of pollutant concentrations.

b. The Administrator may designate specific monitoring requirements and/or require the discharger or potential discharger to submit a monitoring plan that describes specific monitoring requirements. Specific monitoring requirements may include sampling points, sampling times or deadlines, analysis and sampling methods, frequencies, storm event criteria, and other specifications necessary to ensure timely, adequate, accurate, and representative monitoring;

c. The discharger or potential discharger shall ensure that the integrity of the sample is protected at all times, including collection, handling, splitting, transport, and storage. Deliberate tampering with or altering of a sample shall be a violation of this Chapter.

d. The Administrator may specify information that must be documented in association with any sampling and monitoring event. At a minimum, unless otherwise allowed by the Administrator, the discharger or potential discharger shall record and maintain the following information for each sampling event:

1. The date, exact place, method and time of sampling;
2. The name, title, and employer of the person or persons taking the samples;
3. Sample preservation used;
4. The dates analyses were performed;
5. Sample chain of custody forms;
6. Who performed the analyses;
7. Analytical methods used, including detection limits;
8. Quality assurance and quality control documentation;
9. Laboratory reports of analytical results;
10. Any unusual observations or conditions noted during sample acquisition or analysis.

e. Any information submitted pursuant to this section shall be subject to the approval of the Administrator and the Administrator may require additional information if the Administrator determines the information submitted is incomplete or insufficient. (SCC 1280 § 2 (part), 2004)

#### 15.12.435 Reporting Requirements.

a. The Administrator may require any person to report information for purposes related to the purpose and intent of this Chapter. Required information may include but is not limited to the following: characterization of industrial activities; compliance with this Chapter, compliance with a County stormwater permit; compliance with State General Permit requirements; compliance with the County stormwater Ordinance; compliance with administrative enforcement orders or other enforcement actions; discharge monitoring; training; and BMP implementation, effectiveness, and maintenance.

b. The Administrator may require information to be submitted on an as needed basis, or according to a specific schedule as specified in a County stormwater permit.

c. The Administrator may require submitted information to be compiled, summarized, analyzed or organized in a reasonable manner that facilitates its interpretation or other use. As necessary to facilitate the use of information, the Administrator may also specify the medium and format of required submittals.

d. Failure to provide information in a timely manner as required by the Administrator, or knowingly or negligently concealing, destroying, or providing false information shall be a violation of this Chapter. (SCC 1295 § 8, 2005; SCC 1280 § 2 (part), 2004)

#### 15.12.438 Confidentiality of Information.

a. Information and data on a discharger or potential discharger obtained from inspections, reports, questionnaires, applications, permits, monitoring programs, records, or any other form of submittal to the County shall be available to the public or other governmental agency without notification unless the discharger or potential discharger specifically requests confidentiality as to any portion thereof and is able to demonstrate to the satisfaction of the Administrator that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the discharger or potential discharger. Stormwater and non-stormwater discharge constituents and characteristics will not be recognized as confidential information, and effluent data shall be available to the public without restriction.

b. When requested by a discharger or potential discharger furnishing information to the County, and agreed to by the Administrator, the portions of that information which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available to the County and other governmental agencies for uses related to the ordinance codified in this Chapter, the National Pollutant Discharge Elimination System (NPDES) and/or the pretreatment program, and enforcement of other environmental regulatory programs. Those portions of the information shall also be available for use by the state or any state agency in judicial review or enforcement proceedings involving the discharger or potential discharger furnishing the information.

c. Information and data requested from a discharger or potential discharger which the discharger or potential discharger believes to be proprietary and the release of which to the public would substantially

impair the operations or business interests of the discharger or potential discharger, may alternatively be provided to the County for its review at the facility of the discharger or potential discharger rather than provided to the County for its keeping, at the discretion of the County. The burden will be on the discharger or potential discharger to demonstrate to the satisfaction of the County that such information is proprietary and that this alternative procedure is necessary or appropriate and will not prevent the County from properly carrying out the objectives of this Chapter

d. In the event access to or disclosure of any such confidential or proprietary information is requested pursuant to an action brought under federal or state laws, the County shall have the option, in its sole discretion, of defending itself in such action or requiring the discharger or potential discharger to provide a defense. If the County makes written tender upon a discharger or potential discharger to defend such an action with counsel acceptable to County and such discharger or potential discharger does not appear in and assume the defense of such action within the time specified in the tender, the County shall be free to disclose the information to the party making request therefore. In any event, the discharger or potential discharger shall be liable to the County in defending such action and for any judgment rendered against the County in such action. Payment of all such amounts shall be made by the discharger or potential discharger within thirty (30) days of billing by the County. (SCC 1295 § 9, 2005; SCC 1280 § 2 (part), 2004)

#### 15.12.440 Record Retention.

Any reports, data, or other records and documentation required by the Administrator of a discharger to be collected or submitted for characterizing discharges, demonstrating compliance with this Chapter, or otherwise related to the purposes of this Chapter, shall be retained at the discharger's premises and made readily available to the Administrator for a period of not less than three years. (SCC 1295 § 10, 2005)

#### 15.12.450 Fees.

The Administrator shall collect such fees as may be established by the Board to provide for the recovery of regulatory costs, including routine inspections and other regulatory functions associated with this Chapter. Any such fees shall be established by resolution of the Board. Failure to pay required fees within the time period set in policy established by the Administrator shall be a violation of this Chapter. There shall be no fee assessed to appeal the determination that a person conducts any significant industrial activity. (SCC 1280 § 2 (part), 2004)

### Article 5 Enforcement

#### 15.12.500 Enforcement at Construction Sites with Building Permits.

Any person found to be in violation of any provision of this Chapter in connection with activities subject to a building permit issued pursuant to Title 16 of the Sacramento County Code, shall be subject to the enforcement provisions of both this Chapter and Title 16. (SCC 1295 § 11, 2005; SCC 1280 § 2 (part), 2004)

### 15.12.505 Notice of Violation.

The Administrator may issue a notice of violation to any person found to be in violation of a provision of this Chapter, including any regulation, permit, information request, order, variance, or other requirement that the Administrator is authorized to enforce or implement pursuant to this Chapter. (SCC 1280 § 2 (part), 2004)

### 15.12.520 Cease and Desist Orders.

- a. Any violation of this Chapter in which the Administrator also determines that the violation constitutes an immediate threat to public health or safety, including by way of illustration and not limitation, significant harm to human or aquatic life or to the County storm drain system or natural surface waters, may result in an order to immediately cease and desist all activities causing such immediate threat.
- b. A cease and desist order shall direct the owner or occupant of any premises subject to this Chapter, or any person named therein which is subject to this Chapter, to immediately discontinue all or specified prohibited conditions or discharges to the County storm drain system, natural surface waters, or otherwise, until such time as abatement actions sufficient in the determination of the Administrator have been satisfactorily effected and so confirmed by written amendment to said cease and desist order.
- c. Any cease and desist order may be appealed pursuant to the administrative appeals process of this Chapter; provided, however, the effect of the cease and desist order shall remain in effect pending final determination thereof. Nothing shall limit the Administrator's authority to continue enforcement actions under a pending cease and desist order, including modifying a cease and desist order consistent with the purpose and intent of this Chapter.
- d. Any cease and desist order shall be cumulative with all of the remedies in this Chapter and as provided by law.
- e. A cease and desist order shall inform the discharger of the Administrator's authority and intent to conduct abatement of the violation or threatened violation according to Section 15.12.550, if the discharger fails to comply with the requirements of the order within the specified time frame.
- f. If the discharger fails to comply with a cease and desist order within the time specified in the order, the Administrator may conduct abatement of the violation according to Section 15.12.550.
- g. Nothing in this section requires the Administrator to issue a cease and desist order before conducting summary abatement as provided under Section 15.12.550. (SCC 1295 § 12, 2005: SCC 1280 § 2 (part), 2004)

### 15.12.525 Enforcement Actions—Content.

- a. In addition to any other content, a notice of violation, or a cease and desist order shall contain the following elements:
  1. A statement of the Administrator's findings that indicates a violation has occurred.
  2. A citation of the provision of this Chapter that has been violated.
  3. A date by which any person must be in compliance with this Chapter, or a date by which an action plan must be submitted by the person to propose a means and time frame by which to correct violations.

The Administrator may extend the compliance date when good cause exists for such an extension.

4. Notification that continued non-compliance may result in additional enforcement action being taken against the business, facility, or any responsible persons.
5. Notification that the County may recover any costs incurred by the County as a result of the violation.
6. Notification that a violation of this Chapter may result in an administrative civil penalty of up to five thousand dollars (\$5,000.00) per violation for each day that the violation occurs, or in criminal penalties.
7. Notification that the recipient has a right to a hearing on the matter as set forth in Section 15.12.540 of this Chapter, to determine the enforcement of any administrative civil penalty sought by the Administrator, or to appeal any findings or required corrective actions established by the Administrator.
8. Notification of hearing dates, appeal deadlines, and procedures for requesting a hearing established according to Section 15.12.540 of this Chapter.
  - b. In addition to any other content, a notice of violation, or a cease and desist order, or a notice of administrative civil penalty may establish required corrective actions, including the following:
    1. Terms, conditions, and requirements reasonably related to the provisions of this Chapter, including the following:
      - A. Cessation of illicit discharges.
      - B. Correction of prohibited conditions.
      - C. A requirement for submittal of a written action plan for achieving and maintaining compliance with this Chapter. The Administrator may require the action plan to address specific items, including the following:
        - i. Specific time schedules for compliance;
        - ii. Description of BMPs that will be implemented for containment, cleanup, removal, storage, or proper disposal of any material having the potential to contribute pollutants to stormwater runoff;
        - iii. Identification of persons responsible for compliance with this Chapter.
      - D. Reporting requirements to demonstrate ongoing compliance.
    2. A requirement that the person receiving same shall submit written certification to the Administrator that the necessary corrective actions have been completed. As appropriate for the type of correction action taken, the notice of violation may require documentation that substantiates the certification, including but not limited to receipts, contracts, or photographs.
    3. Any other terms or conditions reasonably calculated to prevent additional or on-going violations of this Chapter.
  - c. A notice of violation, a cease and desist order, or a notice of administrative civil penalty may be issued separately or in combination with another notice or order for the same violations or set of related violations. (SCC 1295 § 13, 2005; SCC 1280 § 2 (part), 2004)

#### 15.12.530 Delivery of Notice.

Any notice of violation, cease and desist order, permit revocation, notice of administrative civil penalty or other enforcement action pursuant to the requirements of this Chapter shall be subject to the following requirements:

- a. Delivery shall be deemed complete upon either personal delivery to the recipient or by deposit in the U.S. Mail postage pre-paid for first class delivery.
- b. Where the recipient of the notice or order is the owner of the premises, the address for notice or order

shall be the address from the most recently issued equalized assessment roll for the premises.

c. Where the owner or occupant of any premises cannot be located after reasonable efforts of the Administrator, the notice or order shall be deemed delivered after posting on the premises for a period of ten (10) business days. (SCC 1295 § 14, 2005; SCC 1280 § 2 (part), 2004)

#### 15.12.540 Administrative Appeals.

a. Administrative hearings and appeals under this Chapter shall be to a Hearing Officer appointed pursuant to Government Code section 27720 et seq. Each Hearing Officer shall also meet the requirements of Government Code section 11425.30 and any other applicable restriction.

b. Any person served with a notice or order pursuant to this Chapter shall be provided an opportunity for a hearing prior to enforcement of an administrative civil penalty; or to appeal required corrective actions or the Administrator's findings of a violation of this Chapter.

1. Appeal Hearing. If a notice of violation or a cease and desist order is issued, but not concurrently with a notice of administrative civil penalty, the person who receives it shall be afforded an opportunity for a hearing to appeal the Administrator's findings or required corrective actions in the manner described in the following subsections:

A. To appeal the Administrator's findings, required corrective actions, or any provision of a notice or order, the person shall file a written request for hearing. The filing period for a request for hearing shall be set in written policy by the Department issuing the notice or order adopted pursuant to 15.12.330, but shall in no case be less than fifteen (15) calendar days. Any notice or order shall notify the recipient of the specific date by which the notice must be filed. The request for hearing shall be filed with the party issuing the notice or order at the address so designated on the notice and must be accompanied by payment of the Hearing Officer fee, established and amended from time to time by the Administrator based upon actual expense. If the person filing a request for hearing prevails on appeal, then the Hearing Officer fee will be refunded by the Administrator. A request for hearing shall be deemed filed within the filing period if it is postmarked within that period. If a request for hearing is not filed within the proscribed filing period, the notice, order or other action or determination by the Administrator shall become final.

B. Except as provided in subsection (b)(1)(C) of this section, within ninety (90) calendar days of receipt of the request for hearing by the Administrator, the hearing shall be scheduled by the Administrator with a Hearing Officer designated by the Administrator, who shall conduct the hearing in accordance with Chapter 4.5 (commencing with Section 11400) of Part 1 of Division 3 of Title 2 of the Government Code, and the Administrator shall have all the authority granted to an agency by those provisions.

Except as provided in subsection (b)(1)(C) of this section, the Hearing Officer shall issue a decision within sixty (60) calendar days after the completion of any hearing conducted pursuant to this section.

C. When a cease and desist order is issued pursuant to this Chapter, the hearing shall be scheduled by the Administrator with a Hearing Officer within fifteen (15) calendar days of receipt by the Administrator of the request for hearing. The Hearing Officer shall issue a decision within fifteen (15) calendar days after the completion of any hearing conducted pursuant to this subsection.

2. Administrative Civil Penalty Hearing. If the Administrator issues a notice of administrative civil penalty, prior to enforcement of any penalty, the person receiving the notice shall be afforded an opportunity for a hearing. The notice shall establish a time, date and place for the hearing before a

Hearing Officer, as follows.

A. The date for the hearing which shall be no less than thirty (30) calendar days and no more than ninety (90) days from the date of the notice, except that if the notice is issued concurrently with a cease and desist order, the hearing date shall be no more than forty-five (45) days from the date of the notice.

B. Alternative dates for the hearing may be established by mutual consent of the person and the Administrator, or as ordered by the Hearing Officer.

3. Combined Hearing. An appeal hearing may be consolidated with a hearing for an administrative civil penalty, as follows:

A. If a notice of administrative civil penalty is issued concurrently with a notice of violation or cease and desist order for the same violation or a related set of violations, and if the person files a request for hearing, according to the procedures established in subsection (b)(1)(A) of this Section, the appeal hearing shall be conducted in conjunction with the administrative civil penalty hearing.

B. If a notice of administrative civil penalty is not issued concurrently with a notice of violation or cease and desist order, but is issued within a reasonably close period of time for the same violation or a related set of violations, and if the person receiving the notice or order files a request for hearing according to the procedures established in subsection (b)(1)(A) of this Section, the appeal hearing may be conducted in conjunction with the administrative civil penalty hearing, at the discretion of the Hearing Officer.

4. Recovery of Hearing Costs. The Administrator may recover the costs incurred by the County for hearings as follows:

A. Cost for Appeal Hearing. For appeal hearings, the provisions of Section 15.12.450 notwithstanding, the Administrator shall set a standard fee to be paid by the person at the time that the request for hearing is filed. The purpose of the fee is to recover the County's costs, or portion thereof, for the Hearing Officer. If the person filing a request for hearing prevails on appeal, then the hearing officer fee will be refunded by the Administrator. In addition, by order of the hearing officer, the County may be awarded its costs, including hearing officer fees above and beyond the standard fee, staff time, and attorneys' fees, in defending against an unsuccessful appeal brought without substantial merit, which costs may be charged jointly and severally against the appellants and recovered as costs of enforcement as provided herein. Such an award must be based upon a finding supported by a preponderance of the evidence that the appeal was without substantial merit or was taken for the sole purpose of delay.

B. Costs for Administrative Civil Penalty Hearing. If the County prevails in seeking an administrative civil penalty, by order of the hearing officer, the County may be awarded costs incurred while seeking the penalty, including hearing officer fees, staff time, and attorneys' fees.

5. If the Administrator finds that a violation(s) may pose an imminent and substantial endangerment to the public health or safety or the environment, any required corrective action established by a notice or order issued under this Chapter that are intended to correct such violations, shall take effect upon issuance, regardless of the filing of a request for hearing.

c. Administrative hearings for matters concerning this Chapter shall be conducted according to Sections 15.12.540 through 15.12.548 hereof. (SCC 1295 § 15, 2005; SCC 1280 § 2 (part), 2004)

15.12.543 Conduct of Administrative Hearings—Generally.

a. General. At the time set for hearing, the Hearing Officer shall state what the prima facie case is, what the burden of proof is, and what the range of penalties is. The Hearing Examiner shall proceed to hear

the testimony of the Administrator, the person, and other competent persons respecting the circumstances of the violation, and other relevant facts concerning the matter. The Hearing Officer shall follow the rules of procedure for conducting hearings established by this Code.

b. Record of Oral Evidence at Hearing. A record of the entire hearing proceedings shall be made by either a certified court reporter or any other means of permanent recording determined to be appropriate by the Hearing Officer. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefore. Such fees may be established and revised from time-to-time by the Administrator.

c. Continuances. The Hearing Officer may, upon request of the person, a party in interest, or the Administrator, grant continuances from time to time for good cause shown, or upon his/her own motion. Any continuance granted shall in no way diminish the responsibility of the person and/or parties in interest for maintaining the premises, nor affect other requirements of this Chapter regarding time for challenging any decisions made or actions taken.

d. Oaths—Certification. The Hearing Officer or certified shorthand reporter shall administer the oath or affirmation.

e. Evidence Rules. Government Code of the State of California, Section 11513, as presently written, or hereinafter amended, shall apply to hearings conducted under this Chapter.

f. Rights of Parties. Each party may represent themselves, or be represented by anyone of their choice. Each party may appear at the hearing and offer evidence in this matter and cross examine witnesses.

g. Official Notice. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state.

f. Inspection of Premises. The Hearing Officer may inspect the premises involved in the hearing prior to, during or after the hearing, provided that:

1. Notice of such inspection shall be given to the parties before the inspection is made;
2. The parties are given an opportunity to be present during the inspection;
3. The Hearing Officer shall state for the record during the hearing, or file a written statement after the hearing for inclusion in the hearing record, upon completion of the inspection, the material facts observed and the conclusion drawn therefrom; and
4. Each party then shall have a right to rebut or explain the matters so stated by the Hearing Officer either for the record during the hearing or by filing a written statement after the hearing for inclusion in the hearing record.

g. Burden of Proof. The burden of proof in hearings held pursuant to this Chapter shall be as follows:

1. In the case of any notice or order, the Administrator shall bear the burden of proof, by a preponderance of evidence, to show that a violation of this Chapter has occurred.
2. In the case of a notice of administrative civil penalty, the Administrator shall bear the burden of proof, by a preponderance of evidence, to show that a penalty should be assessed.
3. In the case of an appeal regarding the occurrence of a violation, or of required corrective actions, the appellant shall bear the burden of proof, by clear and convincing evidence, to show cause for amending or rejecting all or part of the corrective actions or requirements imposed by the Administrator by a notice or order. (SCC 1295 § 16, 2005)

15.12.545 Form and Contents of Decision—Finality of Decision.

- a. Following the hearing, the hearing officer shall issue an order in writing no later than thirty (30) days from the date of the hearing, unless the time is waived by the parties. The order shall contain findings of fact and rationale appropriate to the violation and result, and a resolution of the essential issues raised, including the following:
1. Confirmation or denial of the occurrence of violations of this Chapter that are alleged by the Administrator;
  2. Confirmation or rejection of any administrative civil penalty sought by the Administrator, and establishment of the monetary amount of any administrative civil penalty to be enforced.
  3. Confirmation, amendment, or rejection of required corrective actions related to compliance with this Chapter that are imposed by the Administrator, but only if those requirements are appealed by the person.
- b. The Hearing Officer's order concerning any administrative civil penalty shall be guided by factors including, but not limited to the following: the danger or harm to public health and safety or the environment created by the violation; actions by the person to prevent, correct, or conceal the violation; negligence; intent; recidivism; and any economic benefit associated with non-compliance.
- c. The Hearing Officer's order shall uphold required corrective actions if the person fails to show clear and convincing evidence that the required corrective actions are unreasonable or unnecessary for achieving or demonstrating ongoing compliance with this Chapter. The Hearing Officer's order may amend, or reject required corrective actions, provided that compliance with this Chapter will be achieved. The Hearing Officer's order shall not address required corrective actions unless the person files a request for hearing according to the procedures established in Section 15.12.540(b)(1)(A) of this Chapter.
- d. The Hearing Officer's order shall inform the person of the following:
1. If the violation is not corrected, or if any required corrective actions are not met within the time(s) required, that the violation may be abated by the County, without further notice or consent of the person or any party in interest, in such manner as may be ordered by the Hearing Officer, and the expense thereof, including all costs of enforcement, incurred by the County as a result of the person's failure to comply, shall be recoverable by the County, and may be made a lien on the subject premises pursuant to the provisions of Government Code Section 25845. Additionally, upon entry of a second or subsequent order within a two-year period finding that the person is responsible for a condition that may be abated in accordance with this Chapter and Government Code Section 25845, or any successor provision thereto, except for conditions abated pursuant to Section 17980 of the Health and Safety Code, the Hearing Officer may order the person to pay treble the costs of abatement pursuant to Government Code Section 25845.5, or any successor provision thereto.
  2. The time and manner by which a person may file a challenge to the Hearing Officer's order is governed by Government Code Section 53069.4, or any successor provision thereto.
  3. Failure to comply with the Hearing Officer's order shall constitute a misdemeanor and is subject to additional enforcement action, including criminal penalties and additional civil and administrative penalties.
- e. The order issued by the Hearing Officer pursuant to this Section shall be effective upon issuance. A copy of the order shall be delivered by the Hearing Officer in accordance with Section 15.12.530.
- f. Preparation of a record of the administrative proceeding shall be governed by the provisions of Sacramento County Code, Chapter 1.06, as presently written or hereinafter amended.
- g. The provisions of Sacramento County Code, Chapter 1.06 notwithstanding, any challenge to the order

of the Hearing Officer concerning any appeal or administrative civil penalty shall be governed by Government Code Section 53069.4, or any successor provision thereto. Service of the notice of appeal authorized by Government Code Section 53069.4 on the County shall be served upon the Clerk of the Board.

h. After any notice or order made pursuant to this Chapter shall have become final, no person to whom any such order is directed shall fail, neglect or refuse to obey such order. The Administrator may pursue, through County Counsel or the District Attorney, appropriate judicial action against any person who fails to comply with any such notice or order, including charging that person with a misdemeanor offense. (SCC 1295 § 17, 2005)

#### 15.12.548 Procedures for Collection of Administrative Civil Penalty.

a. The administrative penalty shall be due and payable within thirty (30) days after the Hearing Officer's decision is issued. If the penalty is not timely paid, the County may pursue all reasonable and legal means in collecting those sums authorized and due.

b. All administrative civil penalties collected from actions brought pursuant to this Chapter shall be paid to the County department(s) enforcing this Chapter, and shall be deposited into a special account that shall be expended to fund the activities of the department to implement the applicable provisions of this Chapter. (SCC 1295 § 18, 2005)

#### 15.12.549 Actions Not Prohibited.

This Chapter does not do any of the following:

a. Otherwise affect the authority of the Administrator to take any other action authorized by any other provision of law.

b. Restrict the power of a city attorney, district attorney, or the Attorney General to bring, in the name of the people of California, any criminal proceeding otherwise authorized by law.

c. Prevent the Administrator from cooperating with, or participating in, proceeding specified in subsection 15.12.549(b). (SCC 1295 § 19, 2005)

#### 15.12.550 Nuisance and Abatement.

a. Any condition in violation of the provisions of this Chapter, including, but not limited to, the maintenance or use of any illicit connection or the occurrence of any prohibited discharge, is declared and deemed to be a public nuisance.

b. At the request of the Administrator, the County may seek a court order to enjoin or abate the nuisance, or both. Prior to seeking any court order to enjoin or abate a nuisance or threatened nuisance, the Administrator shall issue a cease and desist order to the owner and occupant, if any, of the Premises where the nuisance or threatened nuisance is occurring.

c. At the request of the Administrator, the County may seek an abatement warrant or other appropriate judicial authorization to enter the Premises where any nuisance or threatened nuisance is occurring and to abate the condition and restore the area.

d. In the event the nuisance constitutes an imminent danger to public safety or the environment, the Administrator may enter the premises from which the nuisance emanates, abate the nuisance and restore any property affected by the nuisance without prior notice to or consent from the owner or occupant thereof and without judicial warrant.

1. An imminent danger shall include, but is not limited to, exigent circumstances created by the dispersal of pollutants, where such pollutants present a significant and immediate threat to the public health and safety or the environment.

2. Notwithstanding the authority of the County to conduct an emergency abatement action, an administrative hearing pursuant to Section 15.12.540 shall follow the emergency abatement action.

(SCC 1280 § 2 (part), 2004)

#### 15.12.555 Enforcement Policy.

In the interest of achieving consistent enforcement of this Chapter, and in recognition of the need to have enforcement policy adapted to the structure and practices of various implementing agencies, each implementing agency that is delegated enforcement responsibility pursuant to this Chapter by the Administrator or the Board shall submit, to the Director of Water Resources, a draft written enforcement policy. Each such enforcement policy need only address those enforcement duties assigned to the implementing agency. Each policy shall address, if included in the delegated duties, guidelines for: the issuance of notices of violation, issuance of cease and desist orders, County stormwater permit administration, abatement, compliance deadlines, filing periods for administrative appeals, and imposition of administrative civil penalties. Enforcement policies shall take into consideration such factors as the nature, circumstances, extent, and gravity of the violation, and the violator's past and present efforts to comply. Upon approval by the Director of Water Resources, the enforcement policy shall be deemed adopted by the implementing agency who shall use such policy to achieve consistent enforcement standards by said implementing agency. Any amendments to an enforcement policy must be submitted to the Director of Water Resources for approval. (SCC 1295 § 20, 2005: SCC 1280 § 2 (part), 2004)

#### 15.12.560 Administrative Civil Penalties.

a. In addition to any other remedies provided by this Chapter, the person may be subject to an administrative civil penalty of up to five thousand dollars (\$5,000.00) per day for each violation of this Chapter. In seeking imposition of an administrative civil penalty, the Administrator shall commence the procedure by issuing a notice of administrative civil penalty, which shall be served and proof of service shall be made in the same manner as provided in Section 15.12.530 of this Chapter.

b. The notice of administrative civil penalty shall state that the recipient has a right to a hearing as set forth in Section 15.12.540 of this Chapter.

c. Procedures concerning notice, conduct of the hearing, and service shall be as provided in Section 15.12.540 of this Chapter.

d. Subsections 15.12.560(a), (b), and (c) notwithstanding, the Administrator may establish a schedule of fines which, if adopted by the Board, and as it may be amended from time to time by the Board, shall become appended to this Chapter. The schedule of fines shall define specific violations for which an

administrative civil penalty shall apply, and shall assign a specific monetary penalty to be assessed for each violation included in the schedule of fines. When the Administrator has found that such violation has occurred and has issued an appropriate notice or order pursuant to this Chapter, the administrative civil penalty shall be enforceable without further action being required. Any person receiving such a schedule of fines penalty shall be entitled to appeal the Administrator's findings giving rise to such penalty pursuant to the procedure established in Section 15.12.540 of this Chapter. (SCC 1295 § 21, 2005; SCC 1280 § 2 (part), 2004)

#### 15.12.570 Criminal Penalties.

a. Any person who violates any provision of this Chapter, undertakes to conceal any violation of this Chapter, continues any violation of this Chapter after notice thereof, fails to or fails to comply with a specified compliance requirement or a provision of a County stormwater permit, shall be guilty of a misdemeanor and upon conviction thereof be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than six months in the County Jail, or both.

b. Each day in which a violation occurs and each separate failure to comply with either a separate provision of this Chapter, a notice of violation, a cease and desist order, or failure to comply with specified compliance requirements or a provision of a County stormwater permit, shall constitute a separate violation of this Chapter punishable by fines or sentences in accordance herewith.

c. The Administrator may authorize specifically designated County employees to issue citations for misdemeanor violations of this Chapter pursuant to Penal Code Section 836.5. (SCC 1295 § 22, 2005; SCC 1280 § 2 (part), 2004)

#### 15.12.580 Miscellaneous Enforcement Provisions.

a. Each and every remedy available for the enforcement of this Chapter shall be non-exclusive and it is within the discretion of the Administrator to seek cumulative remedies.

b. The Administrator may request the County to file a civil action in a court of competent jurisdiction seeking an injunction against any threatened or continuing non-compliance with the provisions of this Chapter. Any temporary, preliminary or permanent injunction issued pursuant to this subsection may include an order for reimbursement to the County of all costs incurred in enforcing this Chapter, including, but not limited to, costs of inspection, investigation and monitoring, the costs of abatement undertaken at the expense of the County, costs relating to the restoration of the environment and any other costs or expenses authorized by law.

c. The Administrator may request the County to file an action for civil damages in a court of competent jurisdiction seeking recovery of any of the following:

1. All costs incurred in the enforcement of this Chapter, including, but not limited to, costs relating to investigation, sampling, monitoring, inspection, administrative expenses, all other expenses authorized by law and consequential damages.
2. All costs incurred in mitigating harm to the environment or reducing the threat to human health.
3. Damages for irreparable harm to the environment.

d. The County is authorized to file actions for civil damages resulting from any trespass or nuisance occurring on public property or to the County storm drain system from any violation of this Chapter

where such violation has caused damage, contamination or harm to the environment, public property or the County storm drain system.

e. The remedies available to the County pursuant to the provisions of this Chapter shall not limit the right of the County or any law enforcement agency to seek any other legal or equitable remedy that may be available to it.

f. Each day in which a violation occurs and each separate failure to comply with specified compliance requirements or provision of a County stormwater permit, a separate provision of this Chapter, an Administrative enforcement order, or a cease and desist order shall constitute a separate violation of this Chapter punishable by civil, criminal and administrative penalties in accordance with this Chapter. (SCC 1295 § 23, 2005: SCC 1280 § 2 (part), 2004)

## Article 6 Recovery of Cost Abatement

### 15.12.600 Costs of Abatement—Confirmation.

a. When proceedings under this Chapter result in the correction of a violation of this Chapter or in a final determination that a violation exists subsequent to the date specified in any notice issued pursuant to the provisions of this Chapter, the costs of such proceedings incurred by the County may be assessed against the property. Such costs may include, but are not limited to, those incurred in inspecting property, publication, mailing and posting of notices, conducting hearings, processing appeals and pursuing any judicial action. It is the purpose of this section to allow the assessment against property of costs of proceedings if a violation is corrected in any manner.

b. The Administrator shall keep an account of the administrative and other costs of abatement, and shall submit to the Board for confirmation an itemized written report showing such costs and their proposed assessment to the respective properties. The report shall be filed with the Clerk of the Board not later than fifteen (15) calendar days in advance of the confirmation hearing required below.

c. Upon receipt of the report, the Clerk of the Board shall schedule a public hearing to receive protests and confirm the report. A statement of the proposed assessment and notice of the time, date and place of the hearing, together with reference to the report on file with the Clerk, shall be mailed to the owner or owners of each parcel of property proposed to be assessed shown on the last equalized assessment roll available on the date of mailing of the notice or any other address or addresses ascertained to be more accurate. Such notice shall be mailed not later than fifteen (15) calendar days in advance of the hearing. Notice of the time, date and place of the public hearing by the Board shall be published once in a newspaper of general circulation published with the County.

With respect to each property proposed to be assessed for which the name or the owner or owners is not shown on the last equalized assessment roll or no address for an owner is shown on the last equalized assessment roll, the notice shall show the name or names of the owner or owners, if such name or names are shown on the last equalized assessment roll, the assessor's parcel number, the street address of the property, if the property has an address and the address is known to the Administrator, the name of the street or road upon which such property abuts, if the property abuts upon a street or road, the amount of the proposed assessment and reference to the report on file with the Clerk. Such publication shall be made not later than fifteen (15) calendar days in advance of the hearing.

d. At the time fixed for receiving and considering the report, the Board shall conduct a public hearing

and shall receive and consider any objections from members of the general public or property owners liable to be assessed for the abatement. Written protests or objections shall specify the date, hour and description of the subject property under hearing. The Board may continue the hearing and delegate to the Administrator or his designee the responsibility of hearing individual protests and submitting a recommendation with respect thereto; provided that the Board provides an opportunity for individual consideration of each project upon receipt of the recommendation by the Administrator. The Board may modify the report if it is deemed necessary. The Board shall then confirm the report by motion or resolution. (SCC 1280 § 2 (part), 2004)

#### 15.12.610 Costs—Assessments.

- a. If the costs as confirmed are not paid within thirty (30) days of the date of mailing of the notice or date of publication pursuant to Section 15.12.600 of this chapter, such costs shall be assessed against the parcel of land pursuant to Section 25845 of the Government Code, and shall be transmitted to the Tax Collector for collection and shall be subject to the same penalties and the same procedures and sale in case of delinquency as provided for ad valorem taxes.
- b. If subsequent to the mailing of the notice of violation and prior to transmittal of the notice of unpaid costs to the Tax Collector for collection as set forth in subsection (a) of this section, the property subject to the notice of violation is sold, or title otherwise transferred to a bona fide purchaser, said costs shall be the responsibility of the owner of record as of the date said notice of violation was placed in the United States postal system or posted on the property.
- c. In addition to assessing the unpaid costs as provided in subsection (a) of this section, the Tax Collector or his designated representative may pursue any remedy provided by law for collection of the unpaid costs. (SCC 1280 § 2 (part), 2004)

#### 15.12.620 Treble Costs.

Pursuant to Government Code Section 25845.5, upon entry of a second or subsequent civil or criminal judgment within a two year period finding that an owner is responsible for a condition in violation of this Chapter that may be abated pursuant to Government Code Section 25845, a court may order the owner to pay treble the costs of abatement. (SCC 1280 § 2 (part), 2004)

#### 15.12.630 Hearing of Protests.

Upon the day and hour fixed for the hearing, the Board shall hear and pass upon the report of the Administrator together with any such protests or objections. The Board may make such revision, correction or modification of the report or the charge as it may deem just; and in the event the Board is satisfied with correctness of the charge, the report of the Administrator (as submitted or as revised, corrected or modified) together with the charge, shall be confirmed or rejected. The decision of the Board on the report and the charge and on all objections or protests shall be final and conclusive. (SCC 1280 § 2 (part), 2004)

#### 15.12.640 Assessment for Summary Abatement.

Where the charge to be made is the result of summary abatement pursuant to Section 15.12.550(d), the Board may determine whether or not the action to abate was proper, and may confirm the charge or not as it may deem proper. (SCC 1295 § 24, 2005; SCC 1280 § 2 (part), 2004)

#### 15.12.650 Time for Contest of Assessment.

The validity of any assessment made under the provisions of this Chapter shall not be contested in any action or proceeding unless the same is commenced within thirty (30) days after the assessment is ordered to be placed upon the assessment roll as provided herein. (SCC 1280 § 2 (part), 2004)

#### 15.12.660 Filing Copy of Report With County Auditor.

A certified copy of the assessment shall be filed with the County Auditor on or before August 1. The descriptions of the parcels reported shall be those used for the same parcels on the map books of the County Assessor for the current year. (SCC 1280 § 2 (part), 2004)

# Exhibit “B”

## Chapter 16.44 LAND GRADING AND EROSION CONTROL

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### 16.44.370 Laws Not Enforced.

#### 16.44.010 Purpose.

It is the intent of the Board of Supervisors in enacting this chapter to minimize damage to surrounding properties and public rights-of-way, the degradation of the water quality of watercourses, and the disruption of natural or County authorized drainage flows caused by the activities of clearing and grubbing, grading, filling and excavating of land, and sediment and pollutant runoff from other construction related activities, and to comply with the provisions of the County's National Pollutant Discharge Elimination System (NPDES) Permit Number, CA0082597, issued by the California Regional Water Quality Control Board (Regional Board)

These goals will be achieved by establishing administrative procedures, minimum standards of review, and implementation and enforcement procedures for controlling erosion, sedimentation and other pollutant runoff, including construction debris and hazardous substances used on construction sites, and the disruption of existing drainage and related environmental damage caused by the aforementioned activities. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.020 Definitions.

As used in this chapter, the following words and phrases shall have the meanings given in this section:

1. "Administrator" means the Administrator of the Public Works Agency of Sacramento County or his or her designated representative(s).
2. "Applicant" means any person who submits an application for a permit pursuant to this chapter.
3. "Civil engineer" means a professional engineer in the branch of civil engineering holding a valid certificate of registration issued by the State of California.
4. "Clearing and grubbing" means moving or removing by manual or mechanical means trees, vegetation and/or the top four inches or greater of soil.
5. "Compaction" means the act of compacting or consolidating soil and rock material to a specified density, and the resulting compacted state of the material.
6. "Construction site" means any land area on which the activity of clearing and grubbing, grading, excavating, or filling is occurring.
7. "County" is the County of Sacramento.
8. "County Specifications" means the County Improvement Standards, County Standard Construction Specifications and other standards included in applicable County ordinances, regulations and manuals, as amended from time to time.
9. "Engineering geology" means the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works.
10. "Environmental Coordinator" is the County official designated by the County Executive to prepare and process environmental documents.
11. "Erosion" means the transport of the ground surface or soil as a result of the movement of wind or water.
12. "Erosion control measures" means seeding, mulching, vegetative buffer strips, sod, plastic covering,

burlap covering, watering and other measures which control the movement of the ground surface or soil.

13. "Grade" is the elevation of the ground surface as measured from a known vertical control.

14. "Grading" includes the act or result of digging, excavating, transporting, spreading, depositing, filling, compacting, settling, or shaping of land surfaces and slopes, and other operations performed by or controlled by human activity involving the physical movement of rock or soil.

15. "Hazardous Substances" means those materials listed in Title 40 of the Code of Federal Regulations (40 CFR) Part 117 and/or 40 CFR Part 302.

16. "National Pollutant Discharge Elimination System (NPDES)" means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318, and 405 of the Clean Water Act.

17. "Permittee" means the applicant in whose name a valid permit is issued pursuant to this chapter and the applicant's agents, employees and designated representative(s).

18. "Person" means any individual, corporation, partnership, association of any type, public agency or any other legal entity.

19. "Pollutants" is as defined in Title 40 CFR Part 122.

20. "Runoff" is surface runoff and drainage related to storm events, snow melt, street washwaters related to street cleaning or maintenance and other waters associated with the construction activity which are or may be introduced into the municipal separate storm sewer system.

21. "Sediment" means soil or earth material deposited by water.

22. "Sediment control measures" means dikes, sediment detention traps, sediment detention basins, filters, fences, barriers, swales, berms, drains, check dams, and other measures which control the deposit of soil or earth material.

23. "Site" means a parcel or parcels of real property owned by one or more than one person on which activity regulated by this chapter is occurring or is proposed to occur.

24. "Slope" is an inclined ground surface the inclination of which is expressed as a percent.

25. "Structure" means anything constructed or erected which requires location on the ground or attached to something having location on the ground.

26. "Watercourse" means a river, stream, creek, basin, lake, pond, waterway, or channel, natural or man-made, having a defined bed and banks. Whenever a watercourse consists of an ordinary channel, and in addition thereto, an overflow channel, the watercourse shall be deemed to include all property lying between the banks of the overflow channel.

27. "Wetlands" means those areas that are inundated or saturated by surface or ground water at a frequency sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions, such as swamps, bogs and marshes. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.030 Delegation.

Whenever in this chapter an authority or power is vested in or a duty is imposed upon an officer or official, an employee subordinate to the officer or official to whom an appropriate delegation has been made shall be entitled to exercise the power or authority and perform the duty. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.040 Administration.

Except as otherwise provided, the Administrator is responsible for administering this chapter and Grading and Erosion Control Permits, and is authorized from time to time to promulgate and enforce rules or regulations consistent with and necessary to implement the purposes, intent and express terms of this chapter.

Any rules or regulations promulgated by the Administrator, or amendments thereof, shall be filed with the Clerk of the Board of Supervisors. The Clerk shall cause said rules or regulations to be published in a newspaper of general circulation within ten (10) calendar days. No rules or regulations promulgated by the Administrator, or amendments thereof, shall be enforced or become effective until thirty (30) calendar days following the date on which the rules or regulations are published. Any person shall have fifteen (15) days after the date of publication in which to file an appeal in accordance with the provisions of Section 16.44.300. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.050 Permits Required.

Except as provided by Sections 16.44.060, 16.44.065 or 16.44.070, a Grading and Erosion Control Permit shall be required to (1) grade, fill, excavate, store or dispose of 350 cubic yards or more of soil or earthy material or (2) clear and grub 1 acre or greater of land within the unincorporated area of the County. A separate permit is required for work on each site unless sites are contiguous, have the same ownership, and are included in the approved plan. Any determination by the Administrator as to whether a permit is required may be appealed pursuant to the provisions of Section 16.44.300. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.060 Permits Not Required.

- A. A Grading and Erosion Control Permit shall not be required to (1) grade, fill, excavate, store or dispose of less than three hundred fifty (350) cubic yards of soil or earthy material or (2) clear and grub less than 1 acre of land within the unincorporated area of the County or (3) for the grading, filling, excavating, storing, disposing, or clearing and grubbing for:
- a. Swimming pools, basements, or footings of structures if authorized by a valid building permit;
  - b. Underground utilities;
  - c. Mining or quarry operations, if a use permit has been granted by the County;
  - d. Refuse disposal sites operated by a governmental agency;
  - e. The production of planted agricultural crops.
- B. Notwithstanding the provisions of subsection (A) hereof exempting specified activities from the otherwise applicable permit requirements, the activities described in subsection (A) shall be subject to the standards and requirements of this chapter. Any building permit issued in connection with the activities described in subsection (A) or in connection with any building permit issued for a single family residence on an individual lot may be conditioned on compliance with the standards and requirements of this chapter. Any inspections required pursuant to this chapter or any other Chapter of Title 16 of the Sacramento County Code shall include a determination of compliance with the purpose of

this chapter. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.065 Exemptions.

A Grading and Erosion Control Permit shall not be required for, and the provisions of this chapter shall not apply to, grading, filling, excavating, storing, disposing, or clearing and grubbing for situations where, in the determination of the Administrator, there is a clear and imminent danger to life or property, or threat of loss of services for which there is an overriding public concern. The Administrator may, at the time of granting such exemption, impose conditions in accordance with Section 16.44.170, including but not limited to, the requirement for the posting of security. Such exemption must be requested from the Administrator and approved in writing prior to the commencement of any activity regulated by this chapter. (SCC 1002 § 3, 1995.)

#### 16.44.070 Improvement Plans.

Where an improvement plan is being processed in conjunction with either an approved tentative, parcel, or final map; or a development plan is being processed in accordance with the provisions of Title 12 of this Code, such plan shall also be considered as a request to undertake those activities regulated by this chapter. Such plans shall be reviewed and approved, conditionally approved or denied in accordance with the standards and requirements set forth in this chapter and other applicable county specifications. For an approved tentative, parcel, or final map, or development plan; any submitted improvement plans shall include provisions to require compliance with the standards and requirements of this chapter. If an improvement plan is approved, then a Grading and Erosion Control Permit shall not be required. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.080 Application Contents.

The application for a Grading and Erosion Control Permit shall be filed in the Office of the Administrator, and on a form and submitted with such information as is prescribed by the Administrator, including the following:

- A. The name, address and telephone number of the applicant and the applicant's engineer;
- B. The address and parcel number of the location for which the permit is sought;
- C. A copy of all entitlements granted for the property by the County, including conditions of approval and the environmental documentation;
- D. A copy of all required state and federal permits;
- E. Plans conforming with the requirements of Section 16.44.090;
- F. Specifications conforming with the requirements of Section 16.44.100, if the Administrator expressly requires this information;
- G. Security conforming with the requirements of Section 16.44.110;
- H. Right of Entry conforming with the requirements of Section 16.44.120;
- I. Fees conforming with the requirements of Section 16.44.130;
- J. Other information as may be required by the Administrator. (SCC 1002 § 3, 1995; SCC 0928 § 2,

1993.)

#### 16.44.090 Plans.

Plans shall be prepared by a civil engineer in conformance with County Specifications and shall include the following:

- A. A vicinity map indicating the site location and significant geographic features;
- B. A site delineation map indicating boundary lines of the property and each lot or parcel into which the site is proposed to be divided;
- C. The location of on-site and surrounding watercourses and wetlands, existing and proposed drainage systems, and drainage area boundaries and acreages. Additional hydrologic analysis shall be provided as required by the Administrator;
- D. The location of existing and proposed roads and structures on the site, and on adjacent property;
- E. Accurate contours at two foot intervals for slopes up to ten percent and five foot intervals for slopes over ten percent showing topography of existing ground and locations of existing vegetation, including all oak trees, all other trees over six inches in diameter measured at four and one-half feet above the ground, groves of trees, and natural features such as rock outcroppings. Spot elevations will be required where relatively flat conditions exist. The spot elevations or contour lines shall be extended off-site for a minimum distance of fifty (50) feet, or one hundred (100) feet in flat terrain;
- F. Elevations, location, extent and slope of all proposed grading shown by contours, cross-sections or other means, and location of any disposal areas, fills or other special features to be included in the work;
- G. A statement of the quantity of material to be excavated, the quantity of material to be filled, whether such excavation or fill is permanent or temporary, and the amount of such material to be imported to or exported from the site;
- H. A delineation of the area to be cleared and grubbed;
- I. A statement of the estimated starting date, grading completion date, and when site improvements will be completed;
- J. The location, implementation schedule, and maintenance schedule of all erosion control measures and sediment control measures to be implemented or constructed prior to, during or after the proposed activity;
- K. A description of measures designed to control dust and stabilize the construction site road and entrance;
- L. A description of the location and methods of storage and disposal of construction materials;
- M. Any additional plans required by the Administrator. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.100 Specifications.

When required by the Administrator, the following information shall be prepared and signed by a civil engineer, and submitted with the application for a Grading and Erosion Control Permit:

- A. Preparation of natural ground to occur prior to placement of fill, including provisions for removal of organic or deleterious materials;
- B. Quality control of native or imported fill material;
- C. Degree of compaction;

D. Gradient of cut and fill slopes;

E. Geotechnical engineering or engineering geology reports used in the development of the above information. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.110 Security.

A. Prior to issuance of the permit, the applicant shall provide security in an amount estimated by the Administrator to be the cost for stabilizing the activity site if the site is abandoned or work is stopped during the performance of the activity described in the permit. The security shall be one of the following, subject to the approval of the Administrator;

1. Bond or bonds by one or more duly authorized corporate sureties.
2. A deposit, either with the County or a responsible escrow agent or trust company, at the option of the County, of money or negotiable bonds of the kind approved for securing deposits of public moneys.
3. An instrument of credit from an agency of the state, federal or local government when an agency of the state, federal, or local government provides at least twenty (20) percent of the financing for the project, or from one or more financial institutions subject to regulation by the state or federal government and pledging that the funds necessary are on deposit and guaranteed for payment, or a letter of credit by such financial institution.

B. The security shall be released to the permittee upon either:

1. Issuance of a certificate of completion, provided no administrative or legal action against such security has been commenced prior to that date and the permittee has complied with the provisions of Section 16.44.260; or
2. Voluntary relinquishment of the permit by the holder thereof to the County, provided no administrative or legal action against such security has been commenced prior to that date and the permittee has complied with the provisions of Section 16.44.250. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.120 Right of Entry.

Whenever any portion of the work requires entry onto adjacent property for any reason, the applicant shall obtain the written consent of the adjacent property owner or his authorized representative, and shall file a copy of said consent with the Administrator before a permit for such work may be issued. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.130 Permit Fees.

A fee shall be paid by the applicant to the County for plan checking and review, materials testing, site inspections, processing, issuance and other services performed by the Administrator in connection with the investigation of an application for, and administration of, a Grading and Erosion Control Permit. The fees for these services shall be in the amount of the actual costs incurred by the County based on the hourly rate of the personnel performing the services, including all overhead costs, and as determined by the Accounting and Fiscal Services Section of the Public Works Agency.

A minimum deposit of seven hundred and fifty dollars (\$750) shall be paid by the applicant at the time of and with the filing of the application with the Administrator. In the event the accrued costs exceed the initial deposit, the County shall submit a monthly bill to the applicant for the amount owing as of the date on the bill. Interest of one and one-half percent (1-1/2%) per billing period (28 day cycle) compounded each billing period shall be added to the unpaid balance due to any amount which has not been paid in full within twenty-eight (28) days from the date on the bill.

The Administrator shall not perform any services for an applicant if an amount owing is not paid within twenty-eight (28) days, until such time that all amounts owing and interest thereon is paid in full. The balance of fees owing shall be paid in full prior to final inspection. In the event the actual costs do not exceed the minimum deposit amount, the County shall reimburse the applicant the difference between the deposit amount and the actual total charges. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.140 Environmental Review.

Grading and erosion control permits, and amendments thereto, are subject to the requirements of the California Environmental Quality Act (CEQA). The applicant shall furnish a copy of the application to the Environmental Coordinator for preparation and processing of the appropriate environmental documents. The Administrator is authorized to hold public hearings on Negative Declarations, Draft Environmental Impact Reports and Final Environmental Impact Reports prepared on applications for Grading and Erosion Control Permits, for the purposes of receiving comments from the public. The Administrator shall not approve a Grading and Erosion Control Permit prior to considering the applicable environmental document and complying with the requirements of CEQA and the County Procedures for Preparation and Processing of Environmental Documents. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.150 Application Review.

The Administrator shall review and approve, conditionally approve or deny Grading and Erosion Control Permit applications and improvement plans in accordance with the provisions of this chapter. Grading and Erosion Control Permit applications and improvement plans shall be issued or approved unless the Administrator finds in writing that:

- A. The applicant has failed to provide sufficient or adequate plans, information or other data necessary to allow determinations respecting compliance with the provisions of this chapter or County Specifications;
- B. The environmental review has not been completed, other provisions of this Code or of state law pertaining to environmental review have not been satisfied, or the activity will have significant adverse environmental impacts which cannot be substantially mitigated. Where the activity will have significant adverse impacts, the Administrator may approve the permit in accordance with the provisions of this chapter, Title 20, and the California Environmental Quality Act of 1970;
- C. The proposed activity will violate provisions of this chapter, County Specifications, or state or federal laws, and such violation cannot be resolved by the imposition of conditions pursuant to Section 16.44.170;
- D. The proposed activity will adversely affect surrounding properties and public rights-of-way, the water

quality of watercourses, and existing drainage. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.160 Contents of Permit.

The Grading and Erosion Control Permit shall include but not be limited to a complete description of the activity for which it is issued, the property for which it is issued, the date of issuance and the date of expiration, and a description of any and all conditions upon which the permit has been issued. The permit shall be kept at the site during the activity for which the permit was issued. A Grading and Erosion Control Permit authorizes the permittee to undertake only that activity described in the permit and only on the property for which the permit is issued. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.170 Conditions.

The Administrator may at the time of issuance of the Grading and Erosion Control Permit impose such conditions as are necessary to ensure compliance with this chapter, County Specifications, or state or federal laws. Such conditions shall be reasonably related to the public needs created by the proposed activity. Conditions to mitigate environmental impacts of the activity may also be imposed by the Administrator. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.180 Procedure for Imposition.

Any condition imposed pursuant to the provisions of Section 16.44.170 shall be embodied, together with the reasons therefor, in the permit and served upon the applicant or permittee. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.190 Term.

A Grading and Erosion Control Permit shall be effective on the date of issuance, and shall remain in force for one year, unless suspended or revoked by the Administrator, or voluntarily relinquished by the permittee. Before the expiration of a permit, a permittee may apply for an extension of time in which to complete the activity. One extension of not more than one year may be granted by the Administrator. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.200 Transferability.

A Grading and Erosion Control Permit shall not be transferable or assignable from one person to another, unless approved by the Administrator and the person to whom the permit is to be transferred agrees to comply with the requirements of the original permit and to any conditions imposed therein. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.210 Denial of Permit.

The Administrator shall deny an application for a Grading and Erosion Control Permit if any of the findings in Section 16.44.150 are made. Notice shall be served on the applicant, in writing with the reasons stated therefor, pursuant to the provisions of Section 16.44.340. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.220 Amendment of Permit.

Any proposed changes in the activity authorized by the permit shall be submitted to the Administrator for review. The permittee shall not undertake or allow activity to occur which does not conform with the plans or conditions of the original permit, unless approved by the Administrator. The Administrator shall review any proposed changes in the same manner and pursuant to the same standards as the original application. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.230 Request for Inspection.

Requests for inspection of any site subject to the provisions of this chapter shall be made to the Administrator at the following phases of activity. Such a request shall be made at least two full business days in advance of the desired day of inspection.

A. When the site has been cleared of vegetation and unapproved fill, and scarified, benched, or otherwise prepared and before any fill is placed; and the erosion control and sediment control measures to be implemented in this phase have been placed;

B. When approximate final elevations have been established; drainage terraces, swales and other drainage devices have been graded and are ready for paving; berms have been installed at the top of slopes; and the erosion control and sediment control measures to be implemented in this phase have been placed;

C. When work has been completed; slope planting established and irrigation systems installed, if required; and the erosion control and sediment control measures to be implemented in this phase have been placed.

The Administrator, upon inspection of the site, shall notify the person or permittee (1) that the phase of work inspected is approved, or (2) what deficiencies, corrections or other work needs to be completed before approval of that phase. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.240 Reports.

Notification to the Administrator shall be required within twenty-four (24) hours following the failure of authorized measures to prevent erosion or sediment from leaving the construction site; the deposit of debris or material on adjoining property or public rights-of-way, or; the interference with any existing watercourses or drainage facilities. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.250 Cessation of Work.

If activity is ceased on site for any reason for a period in excess of fifteen (15) calendar days, and before

the activity being conducted under the permit is completed, all necessary steps shall be taken to prevent damage through erosion or sedimentation to adjoining properties or to the public rights-of-way or to any natural or artificial drainage facilities or watercourses. The premises shall also be graded to blend into the adjacent terrain. The Administrator shall be notified as soon as possible, but no later than fifteen (15) calendar days, after the cessation of work. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.260 Completion of Work.

After completion of work in accordance with and conforming with an approved permit and delivery to the County of record plans and a grading plan as finally implemented, and payment of all fees, the Administrator shall issue a certificate of completion. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.270 Inspection.

The Administrator may enter and inspect property for which a Grading and Erosion Control Permit has been applied to determine applicability or compliance with this chapter and County Specifications. The Administrator may also inspect any and all property on which grading, filling, clearing and grubbing or excavating activities are occurring. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.280 Grounds for Suspension and Revocation.

A Grading and Erosion Control Permit may be suspended if:

- A. The physical state of the property differs from the descriptions, plans or information furnished to the Administrator in the permit application;
- B. The activity does not conform to the approved plans, grades, conditions or terms of the permit;
- C. The activity is in violation of this chapter, County Specifications, or state or federal laws;
- D. Any reports required to be submitted to the Administrator have not been submitted; or
- E. Any of the information contained in reports submitted to the Administrator is in error. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.290 Method of Suspension or Revocation.

The Administrator may suspend or revoke a Grading and Erosion Control Permit by issuing a notice of suspension or revocation, stating the reasons therefor, and serving same, upon the permittee. Upon suspension or revocation of a permit, in accordance with the provisions of this Section, the permittee shall immediately cause all grading, filling, excavating, storing, disposing or clearing and grubbing to cease until written authorization is received from the Administrator to proceed with the activity.

The permittee shall have fifteen (15) calendar days after the date of service of the suspension or revocation in which to file an appeal in accordance with the provisions of Section 16.44.300. If such an appeal is filed, the suspension or revocation shall remain in force and be effective until a final decision on the appeal is issued by the Board of Supervisors.

If the Administrator suspends a permit, such permit may either be reinstated or revoked by the

Administrator, depending upon whether the permittee corrects the grounds stated for the suspension in the notice issued by the Administrator. If the permittee fails to remedy the grounds for suspension within a time period specified by the Administrator, but in no event later than sixty (60) calendar days, the Administrator shall revoke the permit. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.300 Appeals.

If the applicant for a Grading and Erosion Control Permit, the permittee, or other persons whose property rights may be affected is dissatisfied with any determination made by the Administrator, such person may appeal to the Board of Supervisors. Any such appeal shall be in writing, shall state the specific reasons therefor and grounds asserted for relief, and shall be filed with the Clerk of the Board of Supervisors not later than fifteen (15) calendar days after the date of the action being appealed. If an appeal is not filed within the time or in the manner prescribed above, the right to review of the action against which the complaint is made shall be deemed to have been waived. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.310 Appeal Fee.

The Board of Supervisors shall by resolution adopt and, from time to time, amend a fee for the filing of appeals. Such fee shall be for the sole purpose of defraying costs incurred for the administration of appeals. The fee for an appeal shall be paid at the time of and with the filing of an appeal. No appeal shall be deemed valid unless the prescribed fee has been paid. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.320 Appeal Hearings.

After the filing of an appeal within the time and in the manner prescribed by Section 16.44.300, the Board of Supervisors shall conduct a hearing for the purpose of determining whether the appeal should be granted. Written notice of the time, date and place of the hearing shall be served upon the Administrator and the appellant not later than ten (10) days preceding the date of the hearing. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.330 Actions on Appeals.

The Board of Supervisors shall review the entire proceeding or proceedings relating to the act or decision being appealed, de novo, and may make any order it deems just and equitable, including the granting of a Grading and Erosion Control Permit. Any hearing may be continued from time to time. At the conclusion of the hearing, the Board of Supervisors shall prepare a written decision which either grants or denies the appeal, and contains findings of fact and conclusions. The written decision, including a copy thereof, shall be filed with the Clerk of the Board of Supervisors. The Clerk shall serve such decision on the applicant or permittee and the Administrator. The decision of the Board of Supervisors shall become final upon the date of filing and service with respect to any appeal. (SCC 1002

§ 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.340 Notices.

Any notice authorized or required by this chapter shall be deemed to have been filed, served and effective for all purposes on the date when it is personally delivered in writing to the party to whom it is directed or deposited in the United States mail, first class postage prepaid, and addressed to the party to whom it is directed.

Whenever a provision in this chapter requires a public hearing to be conducted, notice of the time, date, place and purpose of the hearing shall be published at least once not later than ten (10) calendar days in advance of the date of commencement of the hearing in a newspaper of general circulation which is published within the County. The same type of notice shall also be served on each permittee whose permit may be affected by the action taken at the conclusion of the hearing. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.350 Action Against and Release of Security.

The Administrator may commence action against the security provided by a permittee if:

- A. The permittee ceases activities on site prior to completion of work without complying with the provisions of Section 16.44.250;
- B. The permittee fails to comply with the terms of the permit;
- C. The activity has caused or is threatening to cause damage or injury to persons, property or the environment.

The monies so obtained shall be used solely to finance remedial work undertaken by the County or a private contractor under contract to the County, and to reimburse the County for any administrative costs and expenses incurred in remedying the situation, including attorneys fees and legal costs incurred in any necessary action to obtain the security. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.360 Violations.

Except as otherwise specifically provided, pursuant to the provisions of Government Code Section 25132, violation of any of the provisions contained in this chapter shall constitute an infraction subject to a fine of one hundred (\$100) dollars for each day or any portion thereof a violation continues.

Violation of any of the provisions of this chapter following notice to the permittee by the Administrator advising of the violation and ordering a cessation thereof, shall pursuant to the provisions of Section 1.01.190 contained in Title 1 of this Code, constitute a misdemeanor.

Violation of any of the provisions of this chapter may be remedied by injunction or other civil proceeding commenced in the name of the County pursuant to direction by the Board of Supervisors. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

#### 16.44.370 Laws Not Enforced.

There are many ordinances and other laws applicable to activities permitted under this chapter which are not sought to be enforced under this permitting process. Such laws include, but are not limited to, building, floodplain management, and land development measures. The issuance of a Grading and Erosion Control Permit shall not be deemed to constitute a representation that the activity so permitted or the property upon which such activity is occurring complies with such other ordinances or other laws. Nor shall the existence of such an unrevoked permit be deemed to preclude any criminal or civil remedy for violation of such other ordinances or laws. The possession of a Grading and Erosion Control Permit shall not be deemed to relieve the holder of the requirement to apply for or obtain any other license or permit required by ordinance or statute. (SCC 1002 § 3, 1995; SCC 0928 § 2, 1993.)

County Executive  
Terry Schutten



**County of  
Sacramento**

**Board of Supervisors**  
Roger Dickinson, District 1  
Jimmie R. Yee, District 2  
Susan Peters, District 3  
Roberta MacGlashan, District 4  
Don Nottoli, District 5

*Inter-Departmental Correspondence*

**Date:** June 30, 2008

**To:** Agency Administrators  
Department Heads

**From:** Terry Schutten 

**Subject:** *County-wide Integrated Pest Management Policy*

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Attached is a copy of the final County-wide Integrated Pest Management Policy (IPM), and the related documents entitled "IPM Coordinator Staffing" and "Department IPM Plans." Consistent with the County initiative to be a leader in sustainability for our community, we are establishing this policy for all County operations, facilities, and properties. In addition, the County is required by a Municipal Stormwater Permit, issued by the State of California, to develop and implement an IPM policy for County operations to minimize pesticide discharges to local water bodies.

This policy was developed using a collaborative and participatory process involving representatives from the implementing departments, as well as the County's Business Environmental Resource Center (BERC), and the County Agricultural Commissioner. The County departments primarily responsible for implementing the IPM Policy, are:

- Airports
- General Services
- Regional Parks and Open Space
- Transportation
- Waste Management and Recycling
- Water Resources

Due to their pest management activities, the implementing departments are required to establish department-specific plans. In addition, we request the implementing departments to work together to establish and fund an IPM Coordinator, as outlined in the IPM Coordinator Staffing document.

Memorandum-Integrated Pest Management Policy

June 30, 2008

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Other departments and their employees may occasionally need to conduct activities in support of this policy. For example, employees of any County department might receive information to help them recognize and report conditions in their workplace that are conducive to pest populations, or be expected to help prevent pests by disposing of food waste in designated pest-resistant receptacles. The primary purposes of this policy are to:

- Promote the health and safety of employees and citizens
- Protect the environment
- Enhance the sustainability of County operations
- Maintain effective pest management through responsible pesticide use practices and the application of IPM
- Reduce risks associated with pesticide use

If you have questions about this policy, please contact Dave Tamayo, Environmental Specialist IV, with the Department of Water Resources Stormwater Quality Program, at (916) 874-8024 or [tamayod@saccounty.net](mailto:tamayod@saccounty.net).

We thank you for supporting a policy which ultimately will benefit the environment and quality of life for all County residents and employees.

Attachments: (3)

c: David Tamayo-Environmental Specialist IV, Department of Water Resources

## County of Sacramento Integrated Pest Management Policy

<b>County IPM Policy</b>	Pest management activities associated with County operations, and County-owned facilities and property shall be in accordance with the principles of Integrated Pest Management (IPM), State and Federal pesticide use laws and regulations, and the Municipal Stormwater Permit. These activities shall also be consistent with this policy's definition of IPM and with guidance established by the County IPM Coordinator.
<b>Background</b>	<p>The County of Sacramento recognizes that:</p> <ul style="list-style-type: none"> <li>• its citizens and environment should be protected from exposure to pesticides</li> <li>• the County, as a public agency, should model environmentally responsible practices</li> <li>• IPM is a widely established and accepted method of achieving long term, effective pest control while reducing pesticide use and the risks associated with it</li> <li>• the County is subject to the terms of a state-issued Municipal Stormwater Permit that requires minimization of pesticide use and implementation of IPM in County operations and facility management that affect water quality discharged from its municipal separate stormwater sewer system</li> </ul>
<b>IPM Definition</b>	<p>For the purposes of its IPM policy, the County adopts the following University of California Statewide Integrated Pest Management (UCIPM) definition:</p> <p style="padding-left: 40px;">IPM is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistance varieties.</p> <p style="padding-left: 40px;">Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-target organisms, and the environment.</p>
<b>Policy purpose &amp; intent</b>	<p>The purpose and intent of the County IPM Policy is to:</p> <ul style="list-style-type: none"> <li>• promote the health and safety of employees and citizens</li> <li>• protect the environment</li> <li>• enhance the sustainability of County operations</li> <li>• maintain effective pest management through responsible pesticide use practices and the application of IPM to</li> <li>• reduce risks associated with pesticide use, and</li> <li>• establish the need for an IPM Coordinator</li> </ul>
<b>Policy applicability</b>	<p>The County IPM Policy applies to all pest management activities (including those conducted outside areas served by the municipal separate stormwater sewer system, and those occurring in agricultural, rural, and open space areas which are exempt from the requirements of the Municipal Stormwater Permit) conducted by County staff or provided by vendors under contract to the County occurring:</p> <ul style="list-style-type: none"> <li>• as part of County operations, and/or</li> <li>• at County-owned property and facilities</li> </ul> <p>For the purposes of this policy “County operations” and “County-owned property and facilities” do not include conservation easements, utility easements, or other non-possessory interests held by a third party on County-owned property, nor property or facilities for which the County serves as a temporary “pass-through” owner of real property, pending transfer of the property to another party.</p> <p>For facilities where the County is a lessee, rather than the property owner, the County shall, when renewing a lease agreement or entering into a new one, include as a lease condition the requirement that the property owner shall control pests in a manner that meets the requirements of the County IPM policy.</p> <p>This policy does not apply to County-owned property under lease to a tenant at the time of policy adoption, until such time that the lease expires or is otherwise re-negotiated.</p> <p>In some cases, the IPM policy will also apply to other activities that have the potential to significantly affect pest populations—such as maintenance practices and facility designs.</p>

<p><b><i>Oversight: IPM Coordinator</i></b></p>	<p>The County Executive authorizes the Agricultural Commissioner to designate an IPM Coordinator as a central resource to ensure that the County IPM policy is fully implemented and in compliance with applicable State and Federal laws, regulations, and permits. The duties of the IPM coordinator listed below are intended to serve all departments, and an equitable funding mechanism shall be established by the affected departments.</p> <ul style="list-style-type: none"> <li>• Provide guidance and oversight for Department IPM Plan content and development.</li> <li>• Establish contract language for pest management vendors</li> <li>• Periodically determine adequacy of Departmental IPM Plans and their implementation.</li> <li>• Develop a common record keeping system.</li> <li>• Gather data and prepare reports to demonstrate compliance with the Municipal Stormwater Permit.</li> </ul> <p>Additional duties specific to individual departments, such as detailed technical assistance, may be conducted by the IPM Coordinator under department specific funding mechanisms:</p>
<p><b><i>Policy Implementation:</i></b></p>	<p>Implementation of the IPM policy will primarily be the responsibility of individual departments. Departments that conduct or contract for pest management shall develop and establish department IPM Plans that comply with this policy and according to guidance established by County Executive or the IPM Coordinator.</p>

# **County of Sacramento Integrated Pest Management Policy**

## **Implementation Document: Department IPM Plans**

### **IPM Policy Implementation**

In accordance with the County's IPM Policy, every County Department that engages in pest management activities (or contracts through a vendor for such) shall develop and implement a written Department IPM Plan.

This document provides direction regarding the establishment of Department IPM Plans. While originally adopted by the County Executive to facilitate and expedite initial development of Department IPM Plans, the requirements established herein may be amended from time to time by the County IPM Coordinator.

### **Department IPM Plan approval**

Department IPM Plans, and changes to them, shall be submitted to, and are subject to approval by, the County IPM Coordinator. Each Department shall submit its Department IPM Plan for approval by the County IPM Coordinator no later than June 30, 2009.

### **Department IPM Plan goals**

Each Department IPM Plan shall meet the following goals:

- support and allow the Department to effectively carry out its core mission
- maintain a safe and healthy environment for County employees, residents, contractors, and customers
- implement the principles of IPM
- contain sufficient detail to ensure adequate IPM implementation by Department staff
- provide for continuous improvement, including the investigation, and implementation where appropriate, of methods to reduce both pesticide risk and long term pesticide use through the use of cultural, mechanical, physical, and biological measures
- comply with direction from the County IPM Coordinator, and requirements of the County IPM Policy, the County's Municipal Stormwater Permit, and other applicable permits
- conform to the requirements of State and Federal pesticide use regulations

### **Required elements**

The following elements are required in the Department IPM Plan:

- A statement of adoption of the Plan by the Department
- A copy of the County IPM Policy

- Designation of staff responsible for coordination of IPM activities on a department wide or site-by-site basis, as appropriate, and to provide a primary point of contact with the County IPM Coordinator
- Identification of staff positions responsible for and participating in pest management activities and decision making, including but not limited to pesticide applications
- Written pest tolerance thresholds
- Procedures for monitoring pest populations and conditions conducive to pest populations
- Description of site specific pest prevention measures
- Written site specific pest management prescriptions, including pest control advisor recommendations, for any pesticide applications made by the Department or its vendors
- Criteria for the selection and use of pesticides, including justification for the increased or continued use of any pesticides known or likely to cause local water quality impairments, as determined by the County Stormwater Program
- Record keeping procedures for pest management activities, including monitoring, decision making, and pesticide applications. This shall include provisions to collect and retain records for pest management activities conducted by contractors
- IPM contract requirements for vendors providing pest management services (if any) including pest control advisors, pesticide applicators, and structural pest control operators
- Written plan for providing and documenting staff training
- Written procedures for storage of pesticides
- Annual assessment of pest management alternatives
- Annual performance and effectiveness evaluation of the overall Department IPM Plan to be submitted to the County Stormwater Program

Departments that do not directly manage pests, but have operations or facilities with a significant potential to affect pest populations or pest management activities, may be required by the County IPM Coordinator to develop specified elements of an IPM Plan or to participate in and support the plan or portions of a Department IPM Plan established by another Department.

# **County of Sacramento Integrated Pest Management Policy**

## **Implementation Document: IPM Coordinator Staffing**

### **IPM Policy**

The County IPM policy recognizes the need to establish an IPM Coordinator position to ensure full compliance of the policy by providing oversight and technical assistance to affected departments.

### **Focus on initial setup**

Most of the duties of the IPM Coordinator identified in the IPM policy pertain to the initial setup of components necessary for full implementation of the policy.

### **IPM Coordinator Staffing**

The initial duties of the IPM Coordinator require a significant workload and level of focus that can not be absorbed by the Agricultural Commissioner, Water Resources, or other County departments. Because the IPM Coordinator activities will be focused on initial implementation tasks, and ongoing needs beyond that are uncertain, it is recommended that the County Agricultural Commissioner hire a contractor to fulfill this role initially. After completion of the initial tasks, which may take 1-2 years, the ongoing work load and staffing needs should be evaluated.

### **Funding of shared vs. department specific work**

Many of the IPM Coordinator duties focus on tasks that are common to all the affected departments. In addition, maintaining compliance with the Stormwater Permit is the responsibility of departments that have activities subject to its requirements and provisions. It is recommended that the affected departments develop a mechanism to equitably share the costs for these tasks.

The IPM policy also recognizes that the IPM Coordinator may provide department specific services, such as detailed technical assistance in establishing or implementing a Department IPM plan. Such duties would be most appropriately funded by the individual department. At their discretion, individual departments would be free to obtain such technical assistance either from the IPM Coordinator, or from a separate contractor of their own choosing.

# **County of Sacramento**

## **Storm Water Utility**



### **Procedures for Manhole and Pump Station Sump Inspection and Cleaning**

**November, 2005**

Prepared by  
Department of Water Resources  
Drainage Operations and Maintenance Section

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## **SECTION I - BACKGROUND**

### **Program History**

The County of Sacramento (County) regulates stormwater discharges from our municipal separate storm sewer system or MS4 system in accordance with the National Pollutant Discharge Elimination System (NPDES). The County's MS4 Permit was issued in 1990 under Phase I stormwater permitting, as a joint permit for the Cities of Sacramento, Folsom and Galt.

The current MS4 Permit was adopted on December 6, 2002 and expires on December 1, 2007 and the Cities of Citrus Heights, Elk Grove and Rancho Cordova have been added as co-permittees in the current MS4 Permit. Each co-permittee must document compliance with the MS4 Permit and the County currently provides limited drainage maintenance and stormwater quality services to Citrus Heights and Rancho Cordova. Therefore, any services provided by the County on behalf of these cities or within its own jurisdiction must be documented accordingly.

The MS4 Permit requires the County to develop and implement a stormwater management program with the goal of reducing the discharge of pollutants to the maximum extent practicable.

### **Permit Requirements**

Provision C10e.ii of the MS4 Permit requires that procedures be developed for maintaining catch basins and sumps. The County's storm drain system is designed with drain inlets (no sumps) instead of catch basins (with sumps). Instead the system incorporates sumps in the bottom of storm drain manholes and at storm drain pump stations.

In order to meet MS4 permitting requirements, the County proposed a program for manhole sump and pump station sump maintenance in the July, 2003 Stormwater Quality Improvement Plan (SQIP). The 2003 SQIP program included the following:

- Prioritization of manhole and pump station sumps for cleaning based on accumulation of waste and presence or absence of downstream BMPs;
- A schedule of inspection and cleaning for removal of accumulated waste (e.g., sediment, trash, debris, and other pollutants) based on prioritization. At a minimum, cleaning of prioritized manhole and pump station sumps shall occur prior to the rainy season (Oct. 1);
- Record keeping of cleaning and overall quantity of waste removed;
- Proper disposal of waste removed pursuant to applicable laws; and
- Measures to eliminate waste discharges during storm drain system maintenance and cleaning activities.

## Manhole Prioritization Criteria

The County will prioritize manhole sumps for cleaning based on accumulation of waste and the presence or absence of downstream BMPs. Initially, manhole sumps will be prioritized for cleaning based on the following criteria described in the July, 2003 SQIP, as follows:

- Is a manhole sump located immediately upstream or in the proximity of sensitive receiving waters? If yes, the sump is given a higher priority.
- Is a manhole sump located upstream of a regional storm water quality BMP (e.g., Water Quality detention basin)? If yes, the sump is given a lower priority, because sediment and other pollutants will be treated and/or removed by the downstream BMP.
- Are manhole sumps present in upstream or downstream manholes? If not, the sump is given a higher priority.
- Are adjacent pipes cleaned during regular maintenance program activities? (30-inch and larger diameter pipes are not cleaned by the regular maintenance program, since they are considered self-cleaning). If yes, the sump is given a lower priority.

In addition, storm drain manhole sumps that are upstream of storm drain pump station sumps and detention basins will be given a lower priority sump rating for the purposes of this program.

High priority manhole sumps will be inspected and where necessary cleaned annually prior to the rainy season (October 1). Sumps that are not considered high priority sumps in Citrus Heights, Rancho Cordova, and in the Unincorporated portion of the County will be cleaned during regular maintenance program activities. A system-wide cleaning currently takes approximately 10 years to complete. In addition, maintenance staff will be dispatched to clean inlets and sumps when debris, sediment, or trapped waste is reported.

In the future, the criteria listed above will be adjusted to address pollutant accumulation as data pertaining to the accumulation rate of sediment and debris is collected during manhole and pump station sump maintenance operations.

## **Storm Drain Pump Station Prioritization**

Sumps on storm water pump stations are inspected annually for sediment and debris and are cleaned as necessary prior to the rainy season. All pump station sumps are considered high priority and will remain on the annual inspection and cleaning schedule in the foreseeable years.

## **SECTION II - PREVIOUS SUMP INSPECTION AND CLEANING EFFORTS**

### **Storm Drain Manhole Inspection and Cleaning Efforts**

In previous years the most downstream manhole in each of the storm drain systems was identified as the initial location for field inspections for each storm drain contributing to receiving waters. Field inspections included documenting if the storm drain manhole had a sump and measurements of the accumulation of sediment/debris and sump depth. If the most downstream manhole in the storm drain system did not have a sump, inspections proceeded to the next upstream manhole/s until a sump was reached. Upstream sump inspections also documented if the manhole had a sump and sump measurements.

### **Storm Drain Pump Station Sump Inspection**

All storm drain pump station sumps are inspected on a yearly basis in the spring/early summer as part of a pump station preventative maintenance program. The inspection consists of inspecting the sump and removing the sediment or debris accumulated in the sump.

## **SECTION III - SUMP INSPECTION AND CLEANING PROCEDURES**

### **Recordkeeping of Sump Inspections and Cleanings**

Recordkeeping and reporting is a critical part of the Sump Cleaning Program to demonstrate compliance with the Stormwater Permit and to provide data for evaluating the effectiveness of the activities. Every attempt shall be made to quantify efforts in ways that relate to protection of water quality. For example, records of volume of waste removed from storm drain system sumps will be used to measure the County's ability to reduce the amount of such material discharged downstream to local creeks and rivers.

During storm drain manhole inspections and cleaning, recordkeeping includes recording the following:

1. Manhole number
2. Downstream water body
3. Outfall manhole (Y/N)

4. Manhole sump depth
5. Depth of accumulated sediment/debris in sump
6. Quantity of debris removed

Records are also kept of all inspections and cleanings performed on storm drain pump station sumps. Pump station sump inspection recordkeeping includes:

1. Length, width, and depth of sump
2. Depth of accumulated sediment/debris in sump

Finally, manpower, equipment usage, and associated work performed by the County's regular maintenance program will be recorded and ultimately used to determine the magnitude of high priority manhole sumps that will be able to be cleaned in the current fiscal year.

### **Prioritized List of Inspections**

A list of prioritized sumps will be compiled from each previous year's data. Each manhole on the prioritized list is to be inspected at least once during the following fiscal year. Several manholes may be inaccessible due to fenced backyards or other encroachments made by the public. Every practical effort should be made to inspect the manholes included on the prioritized sump list. However, when a manhole is not accessible the next available manhole upstream should be inspected in its place. If a manhole is skipped, notes should be made with regard to why the manhole was skipped and which manhole was inspected in its place.

### **Procedures for Storm Drain Sump Inspection**

Each manhole inspected shall be inspected according to the following procedure:

1. Use a manhole pick to remove manhole the cover completely from manhole rim.
2. If the manhole has either a channelized bottom or does not have a sump, record the findings in the comments section and proceed to the next manhole.
3. If the manhole has a sump, the inspector is to record both the sump depth and the depth of accumulated debris in the sump.
4. After recording information from the manhole's interior the manhole rim should be cleaned of debris and the cover replaced.

In general, if a manhole sump is encountered there will be standing water in the sump. If the manhole is properly constructed the depth of the standing water should be approximately the same as the sump depth from the outlet invert when no debris is present.

If debris is present an initial reading should be noted as the depth to debris. A second reading should then be taken using a survey rod or other firm measurement device by forcing the rod through the debris to the manhole bottom. This second reading should be

recorded as the sump depth. The difference between the first and second measurement should then be recorded as the depth of debris in the manhole.

### **Procedures for Storm Drain Manhole Cleaning**

In general sumps will be dewatered and cleaned using vector-truck equipment. However, in areas that are not accessible to vector trucks such as residential backyards and parkways, debris may be removed using hand tools. When material is removed from the manhole bottom the quantity of debris must be recorded by either of the following:

1. Measuring the total volume removed in cubic feet or
2. Measuring the average depth of removed debris and the interior footprint of the manhole then calculating the total debris removed in cubic feet.

$$\text{(i.e. Volume} = \text{Depth} * \pi * \left( \frac{\text{Diameter of Manhole}}{2} \right)^2 \text{)}$$

### **Procedures for Pump Station Sump Inspection and Cleaning**

Pump station sumps are to be inspected and cleaned each year as part of the annual maintenance program. During the inspection and cleaning process, all debris that has accumulated within the pump station sump is to have its volume recorded and then be removed.

Due to the wide variation in size between pump station sumps a standard cleaning procedure has not been presented. In general, sumps will be cleaned with vector trucks during their annual inspection.

## **SECTION IV - MONITORING AND EVALUATION OF SUMP MANHOLE CLEANING PROGRAM**

Monitoring and evaluation activities required by the MS4 permit are an important aspect of the sump cleaning program. Periodic in-house evaluations will be conducted primarily through collection and analysis of records, site visits, and interviews with maintenance staff to assess effectiveness of the program. The goal is to continuously improve the cost-effectiveness and environmental benefits of the program. Ongoing monitoring and evaluation of the program assures that the County is properly adhering to and fulfilling permit compliance.

## **SECTION V - FISCAL YEAR (2005/06) SUMP INSPECTION, PRIORITIZATION, AND CLEANING**

The updated 2005/06 sump inspection, prioritization, and cleaning program focuses on storm drain pump station sumps and manhole sumps on storm drain systems immediately outfalling to sensitive receiving waters of creeks and rivers in Sacramento County. Initial priority has been placed on drainage basins with outfalls to the American River, Arcade Creek, and Morrison Creek. Maintenance data collected from the inspection and cleaning program will be used to annually update and reassess each previous year's program.

Each successive fiscal year's program will attempt to refine inspections and cleaning efforts completed during the previous year's program. Storm drain systems immediately outfalling to receiving waters will be reinspected to determine if there has been appreciable sediment/debris accumulation since the completion of last year's inspection and cleaning program. In addition, the program will be expanded to include tributaries, waters affected by new construction, and contributing systems that were not previously identified. Appendix A includes a list of storm drain manholes identified for this year's program.

**APPENDIX A**  
**FISCAL YEAR (2005/06) SUMP INSPECTION,**  
**PRIORITIZATION, AND CLEANING**

# **County of Sacramento**

## **Storm Water Utility**



### **Guidelines for Operating And Maintaining Creeks and Channels**

**Updated February, 2006**

Prepared by  
Department of Water Resources  
Drainage Operations and Maintenance Section

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## **APPENDIX**

**Appendix A – California Fish and Game Memorandum of Understanding**

**Appendix B –Natural Streams Zoning Code**

**Appendix C – December 31, 2009 - MOU Extension**

## **SECTION 1 - BACKGROUND**

The County of Sacramento maintains approximately 350 miles of creeks and channels in the unincorporated portions of the County, and the Cities of Citrus Heights and Rancho Cordova. These 350 miles are composed of approximately 300 miles of unlined open creeks and channels, and 50 miles of concrete lined channels. For maintenance purposes, creeks and channels are broken up into six different categories that range from natural to various degrees of improved and unimproved channels (T1 through T5) according to the requirements of California Fish and Game. T1 channels are improved channels without riparian habitat. T2's are improved channels with significant riparian habitat. T3's are improved mitigated channels. T4's are unimproved channels without significant riparian habitat, and T5's are unimproved channel with significant riparian habitat. Natural streams (N) typically include significant riparian habitat and have been included into the natural streams program by resolution from the County Board of Supervisors.

The classification of each channel significantly affects the type of work, cleaning schedule, and equipment that can be used within the boundaries of each water course. For example concrete lined channel may be cleaned by hand or by mechanical tools year round. However, creeks that have been included in the natural streams program may only be cleaned by hand maintenance crews between June 1<sup>st</sup> and October 30<sup>th</sup> of each year.

## **SECTION 2 - PERMIT REQUIREMENTS**

### **NPDES Permitting**

The County of Sacramento (County) regulates stormwater discharges from our municipal separate storm drain system or MS4 system in accordance with the National Pollutant Discharge Elimination System (NPDES). The County's MS4 Permit was issued in 1990 under Phase I stormwater permitting, as a joint permit for the Cities of Sacramento, Folsom and Galt (Permit Number CAS082597).

The current MS4 Permit was adopted on December 6, 2002 and expires on December 1, 2007 and the Cities of Citrus Heights, Elk Grove and Rancho Cordova have been added as co-permittees in the current MS4 Permit. Each co-permittee must document compliance with the MS4 Permit and the County currently provides limited drainage maintenance and stormwater quality services to Citrus Heights and Rancho Cordova. Therefore, any services provided by the County on behalf of these cities or within its own jurisdiction must be documented accordingly. The County no longer provides and stormwater services to the City of Elk Grove.

As a requirement of the NPDES permit the County prepares an annual work plan for each fiscal year. The work plan requires that the County prepare and implement guidelines for operating and maintaining creeks and channels. The content of this guideline is intended to satisfy NPDES requirements.

### **United States Department of Fish and Game**

Creek and channel maintenance shall occur in accordance with State of California, Department of Fish and Game (Fish and Game) requirements. Current Fish and Game requirements are outlined in the 2000-2004 Memorandum of Understanding between the

County of Sacramento and California Department of Fish and Game Regarding Routine Maintenance Activities in Unimproved and Improved Channels (MOU). This MOU was extended in October, 2004 through December, 2009. A copy of the MOU is provided in Appendix A.

### **SECTION 3 - CHANNEL TYPES**

The following is a brief summary of the channel classification system used by the County. Exhibits detailing the various channel types encountered within the county can be found at the end of Appendix A.

#### **Channel Type T1**

Type T1 channels include improved creeks and channels without significant riparian habitat and in which significant man-made alterations have occurred to improve the passage of irrigation and/or flood flows, including straightening the channel or containing the flows within constructed banks and concrete-lined, rip rapped, or vegetation barren earth channels with modified banks. T1 channels may be mechanically cleaned or hand cleaned year round. All other creek and channel designations shall be cleaned and maintained in accordance with the scheduling restrictions listed below.

#### **Channel Type T2**

These waterways include improved creeks and channels with significant riparian habitat in which significant man-made alterations have occurred to improve the passage of irrigation and/or flood flows, including straightening the channel or containing the flows within earth lined, constructed banks. The riparian habitat consists of volunteer vegetative growth and does not contain mitigated riparian habitat.

#### **Channel Type T3**

T3 channels include improved mitigated channels in which significant man-made alterations have occurred to improve the passage of irrigation and/or flood flows, including straightening the channel or containing the flows within constructed banks and rip rapped, or earth channels with modified banks, and where significant efforts to mitigate the previous loss of riparian habitat are incorporated into the channel.

#### **Channel Type T4**

These channels include unimproved waterways without significant riparian habitat in which significant man-made alterations and/or improvements have not occurred and where significant riparian habitat does not exist.

#### **Channel Type T5**

These channels include unimproved waterways with significant riparian habitat in which significant man-made alterations and/or improvements have not occurred.

#### **Designated Natural Stream**

These channels exist as both improved and unimproved channels. The natural streams are those designated by the County as natural streams by resolution and typically contain significant riparian habitat. A designated natural stream shall also be defined, as appropriate,

by the previously listed types 1 through 5. These streams shall have the flow line cleaned only. A copy of the creeks and channels included in the Natural Stream Program is provided in Appendix B.

#### **SECTION 4 - STANDARD PROTOCOL FOR OPERATING AND MAINTAINING CREEKS AND CHANNELS**

The following is a brief summary of maintenance practices and restrictions for the creeks and channels maintained by the County. Detailed practices and procedures as required by the Fish and Game MOU are included in Appendix A.

##### **Annual Creek and Channel Inspections**

The County shall visually inspect all creeks and channels a minimum of once per year. The inspections will start in January and must be completed by the end of May in order to complete the cleaning schedule for the months that follow. Inspections are done by walking and/or driving the channels to check for erosion, vegetation, debris, illicit connections, and flow obstructions. There are three broad maintenance categories for work performed on creeks and channels. These three categories include mechanical cleaning, hand crew cleaning, and spraying.

##### **Mechanical Cleaning**

Mechanical cleaning involves the use of machinery to remove vegetation, debris, and sediment from drainage facilities. Examples of machinery that are commonly used by maintenance crews include bobcats, excavators, backhoes, and/or slope mowers. Mechanical cleaning shall be performed on non channels at the request of Drainage Operations and Maintenance Section, and on concrete lined channels annually.

##### **Hand Crew Cleaning**

Hand crew cleaning is the most prevalent type of cleaning performed on the creeks and channels. This type of cleaning involves the use of shovels, picks, weed eaters and chainsaws. This type of cleaning shall be done on designated creeks and channels once per year as determined by the annual inspection. This type of cleaning is used to remove debris from channels, re-establish flow lines, and create fire breaks. Currently, the City of Citrus Heights performs hand cleaning within its jurisdiction. The County does not provide either hand crew cleaning or spraying within the City of Citrus Heights jurisdiction.

##### **Spraying**

Spraying shall be conducted as outlined in the Standard Protocol for Application of Herbicides and Pesticides for the use at Creeks, Channels, and Detention Basins Maintained by County Drainage Maintenance, and the County of Sacramento Aquatic Pesticide Application Plan, July 2004.

The County uses the application of herbicides and pesticides to help limit growth of vegetation in drainage channels, detention basins, creeks and on levees. Application of herbicides and pesticides significantly reduces the need for hand and mechanical cleaning and helps to maintain the stormwater carrying capacity of County drainage facilities.

Glyphosate is the only type of aquatic pesticide applied by the County to drainage channels, detention basins, creeks, and levees maintained by the County. Glyphosate is a non-selective herbicide that kills vegetation that it comes in contact with.

Spraying is conducted within incorporated and unincorporated partitions of Sacramento County and the City of Rancho Cordova. The County does not currently provide spraying services for the City of Citrus Heights.

### **Authorized Maintenance Activities**

The following are Fish and Game authorized maintenance activities. In the event that a maintenance activity does not meet authorization requirements, Fish and Game must be notified in writing 14 days prior to the commencement of work.

#### *Debris or Obstruction Removal*

- Scope - Removal of debris which noticeably reduce channel capacity or would result in accelerated erosion and/or cause pump damage.
- Limitations – Unless chipped or mulched, all cleared debris must be removed from the 100-year flood plain. Large diameter limbs and trees left for natural habitat must be staked or cabled in place to prevent flotation.

#### *Silt, Sand, or Sediment Removal*

- Scope - Removal/displacement of silt, sand, or sediment in the immediate vicinity of man-made facilities or structures which cause obstruction to flow.
- Limitations – Removal shall be limited to within 100 feet of drainage structures. Work shall be completed during low flow conditions. Turbidity shall be minimized by silt fences and/or bypass pumping.

#### *Vegetation Control*

- Scope - Control of aquatic vegetation to remove obstructions to flow from toe of slope to toe of slope of unimproved channels, as shown on Exhibit 7 of Appendix A. Control of weeds and grasses on maintenance roads within the banks, to conduct facility inspection, by mechanical means, hand labor, or chemical application. Control of the lower branches of woody growth, less than 4-inches DBH, growing on the lower stream banks from ground level to a distance of 6 feet above the ground level. Removal of non-native vegetation from top of bank to top of bank as shown on Exhibit 8 of Appendix A. Control of vegetation may be performed with the use of mechanical devices, chemicals, or hand labor.
- Limitations – Trees greater than 4-inches in diameter at breast height shall not be removed. Only herbicides registered with the California Department of Pesticide

Regulation shall be used. Wildlife shall be allowed to leave the maintenance area unharmed and shall not be flushed or removed from the site.

#### *Repair of Previous Erosion Control Work*

- Scope - Repair of failed rock, sacked concrete, or gabion section providing erosion control.
- Limitations – Maintenance activities shall be limited to within 20 feet of existing structures.

#### *Minor Erosion Control Work*

- Scope - Sloping, installation of rock, gabions, or other erosion control measures as shown in Exhibits 6 and 7 of Appendix A, to stabilize the eroded area.
- Limitations – Work shall be limited within 30-feet vertically from channel invert and no longer than 50-feet in length. Work shall be completed during low or no flow conditions. Vegetation removal shall be minimized. Channel bottom and immediate area shall be returned to its natural state at project completion including scarifying compacted channel bottom and replanting vegetation.

#### *Overbank Maintenance*

- Scope – Work performed outside of the channel bottom, side slopes, and top of bank. Overbank areas are typically within the floodplain but outside of the main floodway.
- Limitations – Maintenance activities within the overbank area of natural streams shall not be permitted without coordination with Fish and Game. No net loss of habitat shall be permitted.

#### **Maintenance Schedule Limitations**

The following is a list of scheduling limitations during which all work within a creek or channel must be performed. The limitations apply to all channel types other than T1 channels. In the event that schedule conflicts occur, the most restrictive limitation shall govern.

Mechanical Crews - June 1 to October 30

Hand Crews - June 1 to March 1

Spraying - March 1 to November 30

Giant Garter Snake Habitat - May 1 to October 1

**APPENDIX A**

**CALIFORNIA FISH AND GAME MEMORANDUM OF UNDERSTANDING**

MEMORANDUM OF UNDERSTANDING

between

COUNTY OF SACRAMENTO PUBLIC WORKS AGENCY

and

CALIFORNIA DEPARTMENT OF FISH AND GAME

regarding

ROUTINE MAINTENANCE ACTIVITIES  
IN UNIMPROVED and IMPROVED CHANNELS

(2000 - 2004)

This Memorandum of Understanding (MOU) by and between the California Department of Fish and Game, hereinafter called the "Department", and the COUNTY OF SACRAMENTO PUBLIC WORKS AGENCY, hereinafter called the "Agency", is for the purpose of delineating and defining routine maintenance activities in improved channels and unimproved natural channels and shall not require further notice and agreement in compliance with Section 1601 of the Fish and Game Code.

WHEREAS, Section 1601 of the Fish and Game Code allows the Department to propose reasonable modifications to certain maintenance and construction projects as would allow for the protection and continuance of existing fish and wildlife resources that may be substantially adversely affected by that construction project; and

WHEREAS, with regard to any project that involves routine maintenance and operation of water supply, drainage, flood control, or waste treatment and disposal facilities, notice to, and agreement with, the Department is not required subsequent to the initial notification and agreement, unless the work as described in the agreement is substantially changed or conditions affecting fish and wildlife resources change, and the resources are adversely affected by the activity conducted under the agreement; and

WHEREAS, it is essential that the Agency perform routine maintenance activities within improved channels and unimproved natural channels to maintain the designed capacity of the channel(s), to protect the Agency's investment, to prevent loss of life and property, and to promote efficient and wise use or disposal of water; and

WHEREAS, consistent with the policies of California Fish and Game Code Section 1600 et seq., the protection and conservation of the fish and wildlife resources of California are of utmost public interest, and fish and wildlife conservation is a proper responsibility of the State; and

WHEREAS, in order to avoid future conflicts, it is mutually beneficial to delineate and define limited natural stream maintenance and routine maintenance, to establish procedures to expedite maintenance activities, and to provide for the protection and continuance of the existing fish or wildlife resources during such maintenance activities; and

WHEREAS, nothing in this MOU shall constitute a waiver of any future or current Department claims to the use and maintenance of natural conditions under the public trust doctrine; and

WHEREAS, nothing in this MOU shall constitute a waiver of the Agency's claimed rights to maintain and operate the channel(s) solely from the flood control standpoint without a 1601 agreement; and

WHEREAS, this MOU is not intended to affect the Agency's rights under Fish and Game Section 1601 (f) to undertake emergency work necessary to protect life or property.

NOW THEREFORE, the Department and the Agency agree as follows:

## I. DEFINITIONS

The following definitions shall govern this MOU:

**(Type 1) Improved Channel without significant riparian habitat-** An improved channel without significant riparian habitat is defined as a channel of a stream or river in which significant man-made alterations have occurred to improve the passage of irrigation and/or flood flows, including straightening the channel or containing the flows within constructed banks and concrete-lined, rip rapped, or vegetation barren earth channels with modified banks (including leveed systems). This type of channel lacks any significant riparian habitat. The waterway reaches listed in Exhibit 1 attached hereto include the exclusive list of improved channels as defined in the MOU.

**(Type 2) Improved Channel with significant riparian habitat-** An improved channel with significant riparian habitat is defined as a channel of a stream or river in which significant man-made alterations have occurred to improve the passage of irrigation and/or flood flows, including straightening the channel or containing the flows within earth lined, constructed banks (including leveed systems). The riparian habitat consists of volunteer vegetative growth and does not contain mitigated riparian habitat.

**(Type 3) Improved Mitigated Channel-** An improved mitigated channel is defined as the channel of a stream or river in which significant man-made alterations have occurred to improve the passage of irrigation and/or flood flows, including straightening the channel or containing the flows within constructed banks and rip rapped, or earth channels with modified banks (including leveed systems) and where significant efforts to mitigate the previous loss of riparian habitat are incorporated into the channel. The waterway reaches listed in Exhibit 1 attached hereto includes the exclusive list of improved mitigated channels as defined in the MOU.

**(Type 4) Unimproved channel without significant riparian habitat-** An unimproved channel without significant riparian habitat is defined as a channel of a stream or river in which significant man-made alterations and/or improvements have not occurred and where significant riparian habitat does not exist. Channels not listed in Exhibit 1 attached hereto are considered to be unimproved channels with significant riparian habitat.

**(Type 5) Unimproved channel with significant riparian habitat-** An unimproved channel with significant riparian habitat is defined as a channel of a stream or river in which significant man-made alterations and/or improvements have not occurred. This type of channel contains significant riparian habitat. The waterway reaches listed in Exhibit 1 attached hereto includes the exclusive list of unimproved channels as defined in the MOU.

**Designated Natural Stream** – These channels exist as both improved and unimproved channels. The natural streams are those designated by the County as natural streams by resolution and typically contain significant riparian habitat. A designated natural stream shall also be defined, as appropriate, by the previously listed types 1 through 5.

**Channel banks, channel bottoms, low flow channels** and other appurtenant features of channel Types 1 through 5 are defined by the illustrations shown on Exhibits 2 through 6.

**Significant riparian habitat** – Woody vegetation within the 100 year flood plain, such as willows, cottonwood trees, alders, oaks, and other native trees, shrubs, and bushes that provides habitat to birds, rodents, and other types of animals.

**Maintenance activities** – Limited and routine maintenance activities in natural streams and other channels are defined as the removal/displacement of sand, silt, sediment, debris, rubbish, woody or aquatic vegetation and other obstructions to flow; the control of weeds, grasses, and emergent vegetation; and the cleaning, clearing, repair, and replacement with in-kind or similar erosion control facilities and constructed channel improvements; all as authorized to maintain the structural integrity and capacity of the channels.

**Diameter Breast Height (DBH)** - Diameter of a tree trunk at a point measured 4 ½ feet above grade.

**Overbank** – Overbank areas are defined as the areas outside of the channel bottom, side slopes, and top of bank. Overbank areas are typically within the floodplain but outside of the main floodway. Special conditions are included in this document for maintenance work in the Overbank areas of Designated Natural Streams.

## II. AUTHORIZED ACTIVITIES

The routine maintenance activities identified below, when performed on the channel(s) and work area(s) specifically specified in Exhibit 1 and in accordance with the procedures described below, shall not require further notice to, or agreement with, the Department. For unanticipated routine maintenance activities that are located outside the approved stream type location or outside the approved work period, the Agency, shall provide the Department written notice of such activities 14 days prior to commencement of the work (See Exhibit 11). The Department may require individual streambed alteration agreements for activities that are deemed not to be routine maintenance.

### A. Debris or Obstruction Removal

Removal of debris, trash, rubbish, flood-deposited woody and herbaceous vegetation, fallen trees, dead trees which are in clear danger of falling in or across the channel, branches, and associated debris which noticeably reduces channel capacity, would result in accelerated erosion and/or cause pump damage.

Mitigation Measure: All cleared vegetation and debris shall be removed from the normal high water areas of the stream corridor and shall not be redeposited within the 100-year floodplain or the debris may be “chipped” and scattered as “mulch” at the project sites. Fallen trees and large tree limbs may be moved outside of and parallel to the main flow area of the stream. They shall be staked and cabled to the ground to prevent floatation and to provide biological habitat.

### B. Silt, Sand, or Sediment Removal

Removal/displacement of silt, sand, or sediment in the immediate vicinity of man-made facilities or structures which cause obstruction to flow.

Mitigation Measure: In natural streams and unimproved channels, excavation of silt, sand or sediment shall not exceed 100 - feet linear from the structure without specific notice to the Department. Removal of silt, sand, sediment from improved channels and the forebay of sump pumping plants shall be performed to the extent necessary to ensure proper operation of the improved channels and sump pumping plant.

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Mitigation Measure: Precautions to minimize turbidity/siltation shall be taken into account during silt, sand, and sediment removal activities. Silt, sand, and sediment removal operations shall be limited to periods when there is low or no stream flow.

Mitigation Measure: In natural streams, unimproved channels, and in improved mitigated channels, unless otherwise agreed, should stream flow exist, the stream flow should be diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses. Where appropriate, silt fences, screening, or other measures should be placed in the channels to reduce turbidity caused by the maintenance activity. Any temporary dam or other artificial obstruction constructed shall only be built from materials such as sandbags or clean gravel which will cause little or no siltation. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam or other artificial obstruction.

Mitigation Measure: Where removal of accumulated sand, silt, sediment, and other obstructions to maintain channel capacity in a natural stream, unimproved channel, or improved mitigated channel exceed 100 feet, the Agency shall submit separate plans detailing the project. Channels should be cleared in such a manner that trees greater than four (4) inches DBH are avoided or are trimmed as is necessary to gain access. In channels where small trees are contiguous on both sides of the watercourse, thinning of trees may be authorized to permit access. Removal of all vegetation along long reaches of the stream bank shall be avoided. Unless agreed otherwise, any work area left barren of vegetation as a result of the maintenance activities shall be restored to its natural state by seeding, or other agreed upon means with native species of trees, shrubs, and grasses, within thirty (30) days or by October 30th of the year the activity occurred.

C. Vegetation Control

Control of aquatic and terrestrial vegetation may be performed with the use of mechanical devices, chemicals, or hand labor. The following activities are authorized: Control of aquatic vegetation, weeds, grasses, shrubs and woody growth to remove obstructions to flow in improved channels and in the channel bottom from toe of slope to toe of slope of unimproved channels, as shown on Exhibit 7. Control of weeds and grasses on maintenance roads within the banks, to conduct facility inspection, by mechanical means, hand labor, or chemical application. Control of the lower branches of woody growth, less than four (4) inches DBH, growing on the lower stream banks from ground level to a distance of 6 feet above the ground level. Where appropriate, removal of non-native

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vegetation (bamboo, tree tobacco, castor bean, pampas grass, eucalyptus, acacia, etc.), including stump and root removal from top of bank to top of bank, as shown on Exhibit 8.

Mitigation Measure: Trees greater than four (4) inches DBH shall not be removed without consultation with the Department.

Mitigation Measure: Cleared or trimmed vegetation may be “chipped” and scattered as “mulch” at the project sites or removed from the normal high water areas of the stream corridor.

Mitigation Measure: Only herbicides registered with the California Department of Pesticide Regulation shall be used. All herbicides shall be applied in accordance with regulations set by the California Department of Pesticide Regulation. All herbicides shall be used according to labeled instructions, (specifically the use of chemicals in the vicinity of State Waters). Labeled instructions for the herbicide used shall be made available to the Department upon request. Any non-plant aquatic life killed by chemical treatment shall be reported immediately to the DEPARTMENT.

Mitigation Measure: If any wildlife is encountered during the course of routine maintenance, said wildlife shall be allowed to leave the maintenance area unharmed, and shall be flushed, hazed, or herded in a safe direction away from the project site. No trees shall be disturbed that contain active bird nests until all eggs have hatched and young birds have fledged without prior consultation and approval of a Department representative.

**D. Overbank Maintenance (Designated Natural Streams)**

When it becomes necessary to work in the overbank area of any designated natural stream an amendment to the MOU shall be submitted by the Agency to the Department for review. All maintenance activities and mitigation measures shall be conducted in compliance with this Section II, “Authorized Activities,” parts A, B, C, E and F and the following:

Mitigation Measure: To protect and maintain riparian wetland systems and to ensure a “No Net Loss” in wildlife value or acreage or wetlands and riparian habitat, the Agency shall have overbank maintenance activity in a designated natural stream monitored by a qualified biologist or botanist. The monitoring report shall identify and enumerate the vegetation and acreage impacted by the maintenance activity. The monitoring report, at a

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minimum, shall include all areas within the low flow channel overbank areas. The Agency shall submit to the Department a revegetation plan which endeavors to ensure no net loss of riparian habitat or values. Upon approval of the Department, implementation of the revegetation plan shall begin as soon as is practical after completion of maintenance activity in the specified reaches of natural stream. To ensure a successful revegetation effort, all planted trees shall be monitored and maintained as necessary for five (5) years. Any recurring maintenance in mitigated overbank areas shall be considered routine and shall not require additional mitigation measures.

E. Repair of Previous Erosion Control Work

Repair of failed rock, sacked concrete, or gabion section. Maintenance activities shall be confined to the failed section and immediately adjacent areas (adjacent areas not to exceed twenty (20) feet) affected by the failure.

F. Minor Erosion Control Work

Sloping, installation of rock, gabions, or other erosion control measures as shown in Exhibits 6 and 7, from the toe of slope in the channel to a maximum of thirty (30) feet, measured vertically, above the channel invert to stabilize the eroded area. The length of the project work shall be less than fifty (50) feet.

Mitigation Measure: Project work shall be limited to periods when there is low or no stream flow. Unless otherwise agreed, should stream flow exist, the stream flow shall be diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses. Any temporary dam or other artificial obstruction constructed shall only be built from materials such as sandbags or clean gravel which will cause little or no siltation. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam. Project work shall be performed in a manner that minimizes stream turbidity.

Mitigation Measure: Removal of vegetation shall be minimized. Trees greater than four (4) inches DBH shall not be removed without consultation with the Department. To the extent possible, the stream channel shall be returned to its natural state and without creating a possible future bank erosion problem. Erosion control shall be confined to specific locations listed in Exhibit 9 and 10.

Mitigation Measure: Upon project completion, the stream channel bottom shall be scarified from the work site to the equipment entrance, where activities have caused compaction of the streambed soil material. Unless agreed otherwise, any work area left barren of vegetation as a result of the maintenance activities shall be restored to its natural state by seeding, or other agreed upon means with native species of trees, shrubs, and grasses, within thirty (30) days or by October 30th of the year the activity occurred.

### III. TIME AND MANNER OF MAINTENANCE ACTIVITIES

#### A. SCHEDULE LIMITS

Maintenance activities shall be performed at a time and in a manner so that the proposed maintenance activities minimize adverse impacts and provide for the protection and continuance of the fish and wildlife. Periods of implementation of maintenance activities within **unimproved channels with significant riparian habitat (Type 5), improved channels with significant riparian habitat (Type 2), improved mitigated channels (Type 3) and the flowing portion of unimproved channels without significant riparian habitat (Type 4) listed in Exhibit 1, and all other channels (regardless of type) not listed in Exhibit 1** are as follows:

**Mechanical crews - June 1 to October 30 \***

**Hand crews - June 1 to March 1 \* (regular cleaning)**  
**Critical Locations** Anytime debris build-up at bridges or culverts threatens to flood existing structures or facilities.

**Giant Garter Snake Habitat - May 1 to October 1 \***

\* In the case of schedule conflicts the more restrictive limits shall apply.

Implementation of maintenance activities outside the wetted (flowing) portion of **unimproved channels without significant riparian habitat (Type 4) listed in Exhibit 1, and improved channels without significant riparian vegetation (Type 1) listed in Exhibit 1** are not restricted to a specific time period, unless otherwise agreed to in writing.

#### 2. OTHER REQUIREMENTS

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**Giant Garter Snake**

The following creeks maintained by the County of Sacramento Stormwater Utility have been identified by the Fish & Wildlife Service as critical habitat for the Giant Garter Snake:

<u>Creek Name</u>	<u>Watershed Number</u>
Laguna Creek (from Excelsior Rd to Sheldon Rd West of Bruceville Rd.)	16
Elk Grove Creek (from Bradshaw Rd to the confluence of Laguna Ck)	47
Adjoining creeks, channels, or tributaries within one mile of the above named creek reaches	

Construction and Maintenance activities within the Giant Garter Snake habitat will be conducted only between May 1 and October 1 (see Section III A.) when snakes are more active and are expected to move to avoid danger. Should the Giant Garter Snake be encountered on these creeks or any other maintenance area they may be flushed or herded to adjacent areas where no work will occur for at least one month. Sightings shall be reported to the Fish and Wildlife Service at (916) 979-2725.

Channel bank vegetation removal shall be performed on one side of creek, channel, or ditch at a time to allow snakes to migrate to the opposite side. Dewatered habitat shall remain dry for a minimum of 15 consecutive days prior to excavating or filling.

Should it become necessary to work in the Giant Garter Snake habitat between October 2 and April 30 Stormwater Utility Crews will contact the Fish and Wildlife Service at (916) 979-2725.

**Western Pond Turtle**

The following creeks maintained by the County of Sacramento Stormwater Utility have been identified as habitat for the Western Pond Turtle:

<u>Creek Name</u>	<u>Watershed Number</u>
Dry Creek North	27
Linda Creek	30

Should the Western Pond Turtle be encountered on these creeks or any other maintenance area they shall not be harassed, flushed, herded, or otherwise disturbed and work shall be avoided within 200 feet of the Western Pond Turtle aquatic habitat.

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**Salmon and Steelhead**

The following creeks maintained by the County of Sacramento Stormwater Utility have been identified as habitat for spawning Salmon and Steelhead:

<u>Creek Name</u>	<u>Watershed Number</u>
Dry Creek North	27
Linda Creek	30

Mitigation is accomplished through avoidance of work during spawning seasons and is met by adherence to the schedule and method limits in Section III A of this document.

**Elderberry Plant (Habitat for Elderberry Longhorn Beetle)**

Elderberry plants 1.0 inch in diameter at ground level shall be identified, marked, and protected to the drip line of the plant.

**Oak Trees**

Viable Oak Trees greater than 6.0 inch DBH shall be mitigated for at a minimum replacement ratio of 1:1 DBH. Viable oak trees greater than 6.0 inch DBH may be removed without mitigation if they are a safety hazard or cause damage to the hydraulic capacity of the channel.

**Raptor and Songbird Nesting**

Maintenance crews shall avoid working within the drip line of trees or shrubs that are, at the time of work, providing habitat for nesting raptors or songbirds.

**Beaver Dams**

The dams shall be removed under the methods and mitigation measures in Section IIA, "Debris and Obstruction Removal", of this MOU. Pond levelers, beaver relievers or other devices designed to discourage beaver dam construction and/or control the size of impoundments caused by beaver dams may be deployed.

**IV. REPORTING REQUIREMENTS**

The Agency shall provide to the Regional Manager, Region 2 of the Department, Exhibit 1 and a report describing the proposed maintenance activities and anticipated time schedule. Exhibit 1 and the report shall be submitted for review and approval prior to commencement of maintenance activities. The Department reserves the right to modify the stream definition types if maintenance activities at specific locations are viewed to adversely impact significant wildlife habitat. The written report shall include the following information: Typical problem descriptions, proposed solutions, equipment to be used, and the scheduled time periods of proposed activity. For unanticipated routine maintenance

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activities that are located outside the approved stream type location or outside the approved work period, the Agency, shall provide the Department written notice of such activities 14 days prior to commencement of the work (See Exhibit 11). The Agency shall notify the Department of any modifications made to Exhibit 1 and the proposed maintenance activities (See Section VI below).

**V. FEES**

A fee of \$5,180.00 for a five year period shall be paid to the Department prior to commencement of maintenance activities. This negotiated fee is based on the anticipated annual costs that will be reasonably incurred by the Department to administer and monitor the routine maintenance described in this MOU.

**VI. AMENDMENT AND TERMINATION**

This MOU cannot be amended or modified in any way except by a written agreement duly executed by the Department and the Agency. Any proposal for amendment or modifications must be delivered for review and approval by the Regional Manager or the official designated by the Regional Manager. If the Agency gives notice to and obtains the agreement of the Department to maintain additional specific facilities on improved or unimproved channels, any such additional facilities shall be added to Exhibit 1 by written amendment to this MOU, and all provisions of this MOU shall apply.

This MOU becomes effective on receipt of signed MOU and the fee agreed to in Section V. of this MOU. This MOU may be terminated by either party. Said termination shall become effective three (3) months after the party not initiating the termination has been duly notified in writing. This MOU expires on December 31, 2004. After the termination of this MOU the Agency may seek a new MOU. The Agency shall submit new exhibits when requesting a new MOU. The MOU processing fee is subject to change.

The Department reserves the right to suspend and/or revoke this MOU if the Department determines that the circumstances warrant. The circumstances that could require a reevaluation include, but are not limited to, the following: A) Failure to comply with the terms/conditions of this MOU. B) The information provided by the operator in support of the MOU is determined by the Department to be incomplete, or inaccurate. C) When new information becomes available to the Department representative(s) that was not known when preparing the original terms/conditions of this MOU. D) The project as described in the notification/agreement has changed, or conditions affecting fish and wildlife resources change.

**VII. ENTIRE AGREEMENT**

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This MOU, along with the exhibits attached hereto, constitutes the entire Agreement and understanding between the Department and the Agency for routine maintenance activities. This MOU supersedes all prior and contemporaneous routine activity agreements, representation, understanding, if any, whether oral or written.

**A copy of this MOU must be provided to the Contractor/work crew and must be in their possession at the work site. The MOU shall be presented to any Department of Fish & Game employee inspecting the stream maintenance activity.**

**VIII. OTHER ENVIRONMENTAL LAWS, STATUTES, OR REGULATIONS**

This MOU does not constitute any form of authorization, permit, biological opinion, or compliance with the requirements and provisions of any other statute, regulation, requirement, or ordinance respecting the protection or conservation of fish and wildlife resources. Those statutes include, but are not limited to, the California Environmental Quality Act, the California Endangered Species Act, or the Federal Endangered Species Act.

Various work and activities encompassed by this MOU may require prior approval by the Corps of Engineers and/or may be governed by special conditions of the Department of the Army permit issued for the project. Nothing in this MOU shall be construed to alleviate the need to comply with the terms and conditions of the Department of the Army permit or obtain the Corps of Engineers authorization, where applicable.

**THE DEPARTMENT OF FISH AND GAME**  
The Resources Agency of California

By: \_\_\_\_\_  
Banky E. Curtis  
Regional Manager  
Sacramento Valley Central Sierra Region

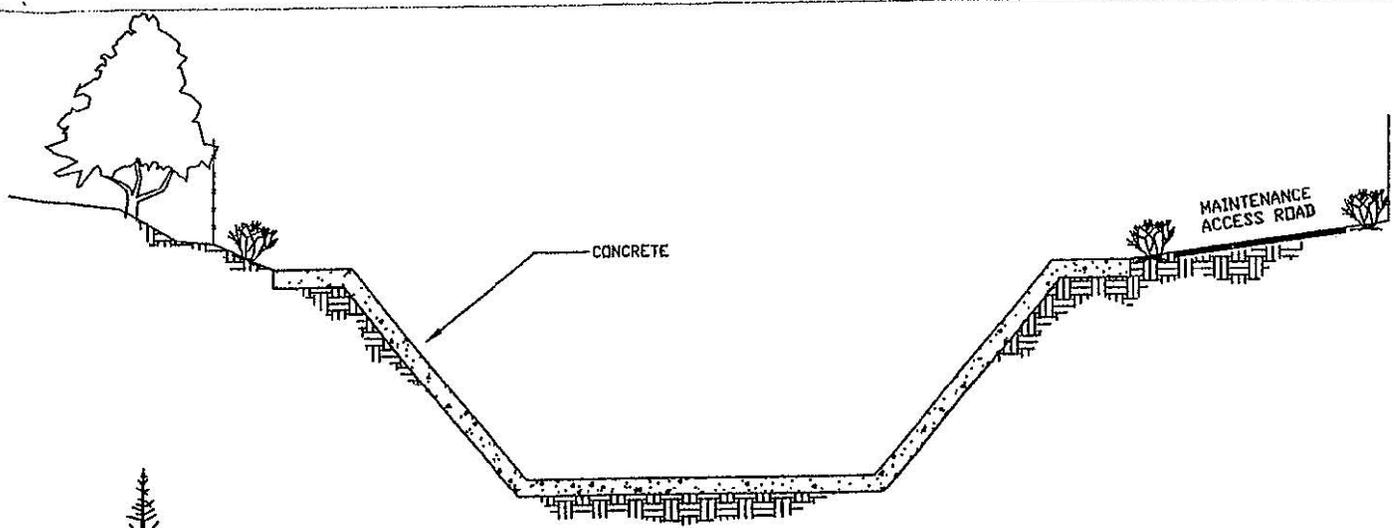
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Date

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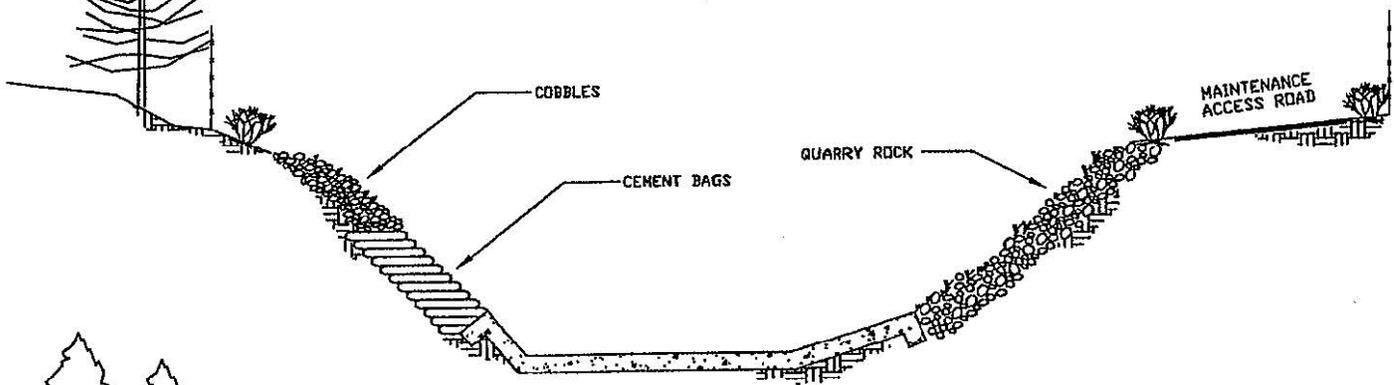
**COUNTY OF SACRAMENTO PUBLIC WORKS AGENCY  
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Michael Peterson, Principal Civil Engineer  
Sacramento County  
Department of Water Resources

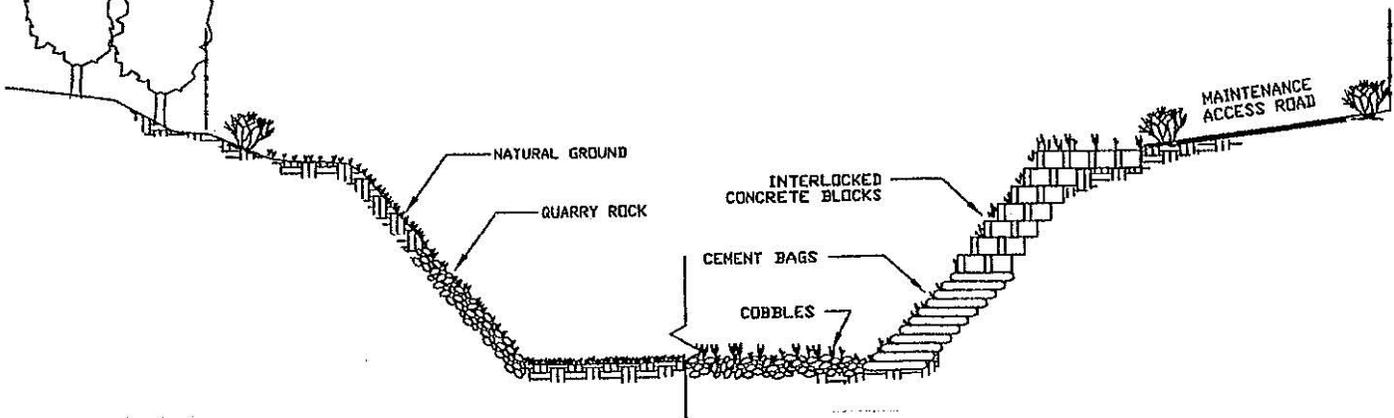
Exhibit 1 consists of a set of County stream maintenance map with streams identified by Type (1,2 3,4 or 5). The actual Exhibit 1 is transmitted to Fish and Game separately from this MOU. A copy of this Exhibit 1 is available for viewing at the County of Sacramento, Water Resources Division, Drainage Operations and Maintenance Section.



CONCRETE LINED CHANNEL

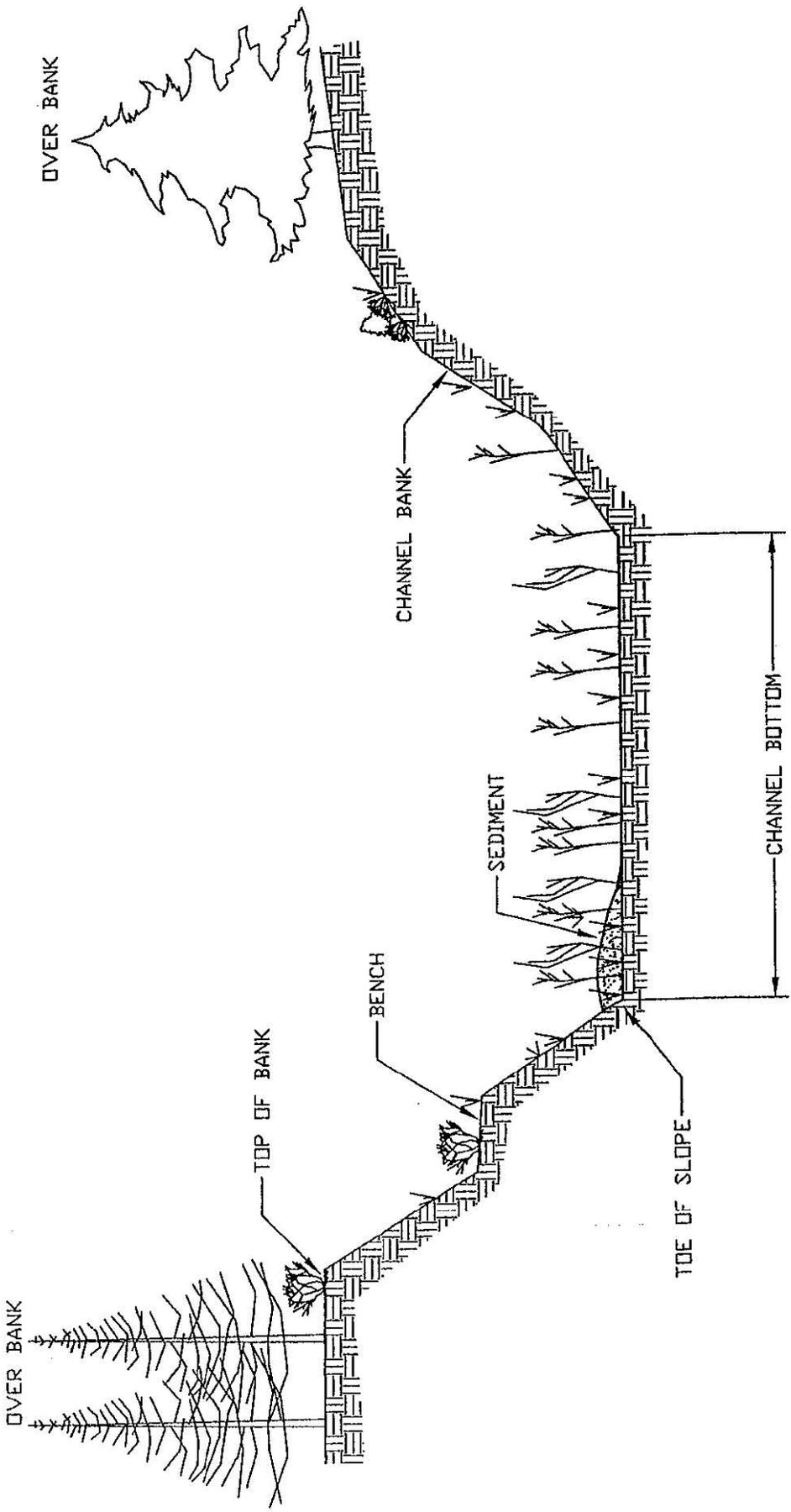


CONCRETE BOTTOM CHANNEL



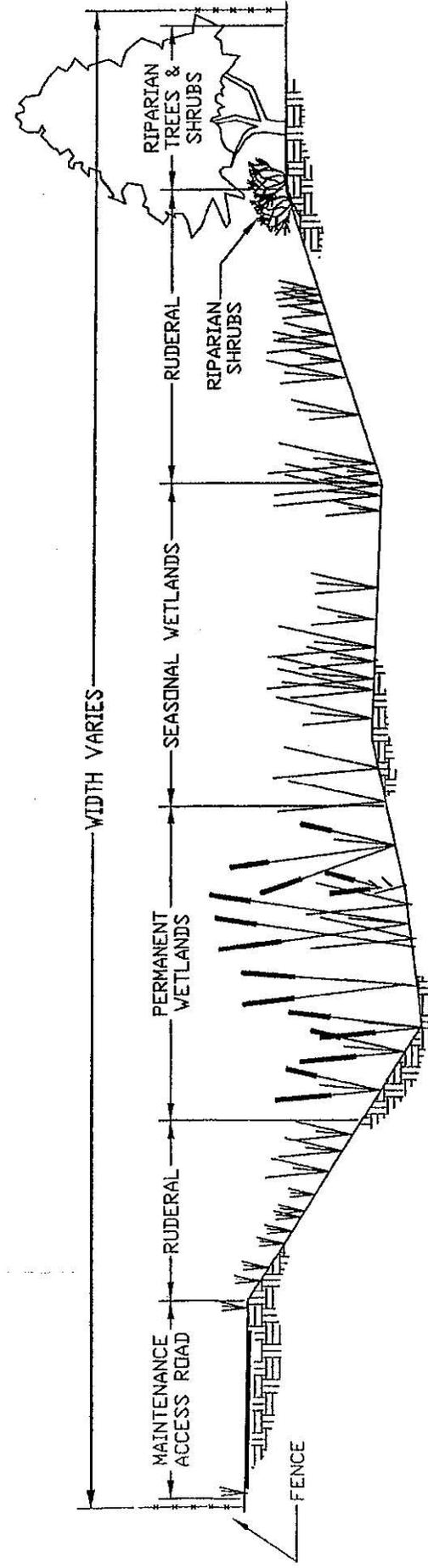
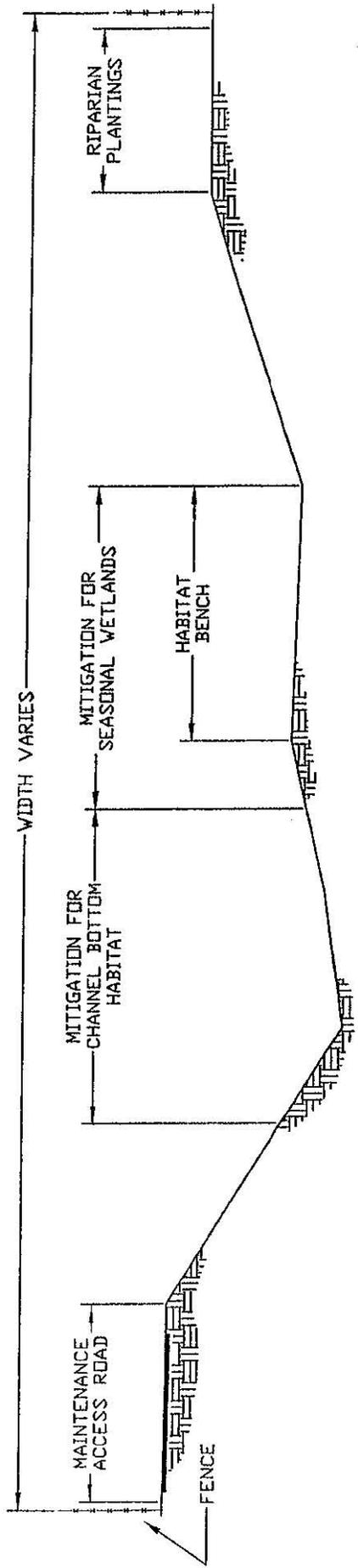
IMPROVED CHANNEL WITH DIFFERENT TREATMENTS

CHANNEL TYPE 1 ~ TYPICAL  
 IMPROVED CHANNEL WITHOUT SIGNIFICANT RIPARIAN HABITAT



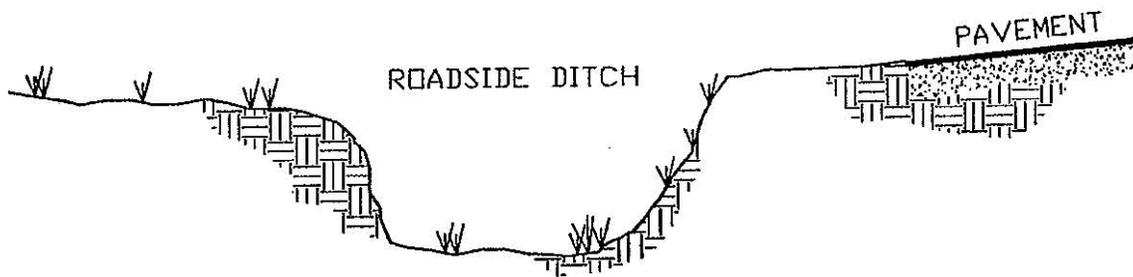
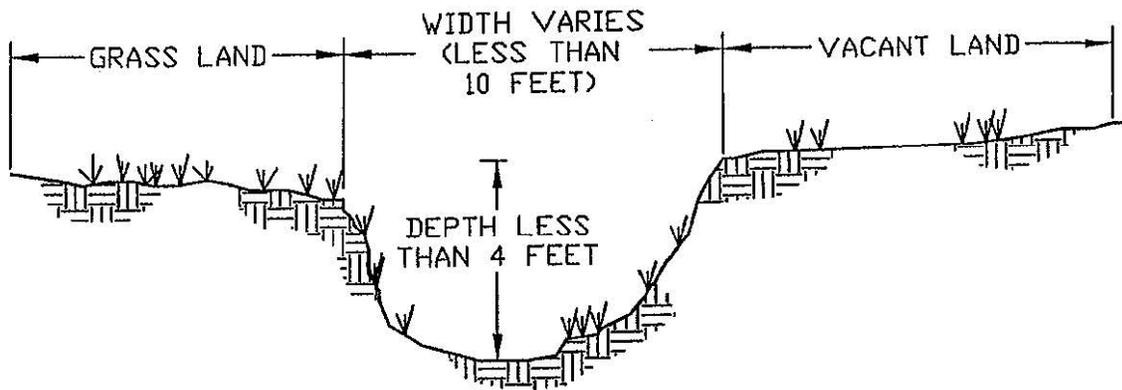
**CHANNEL TYPE 2 ~ TYPICAL**  
 IMPROVED CHANNEL WITH SIGNIFICANT RIPARIAN HABITAT

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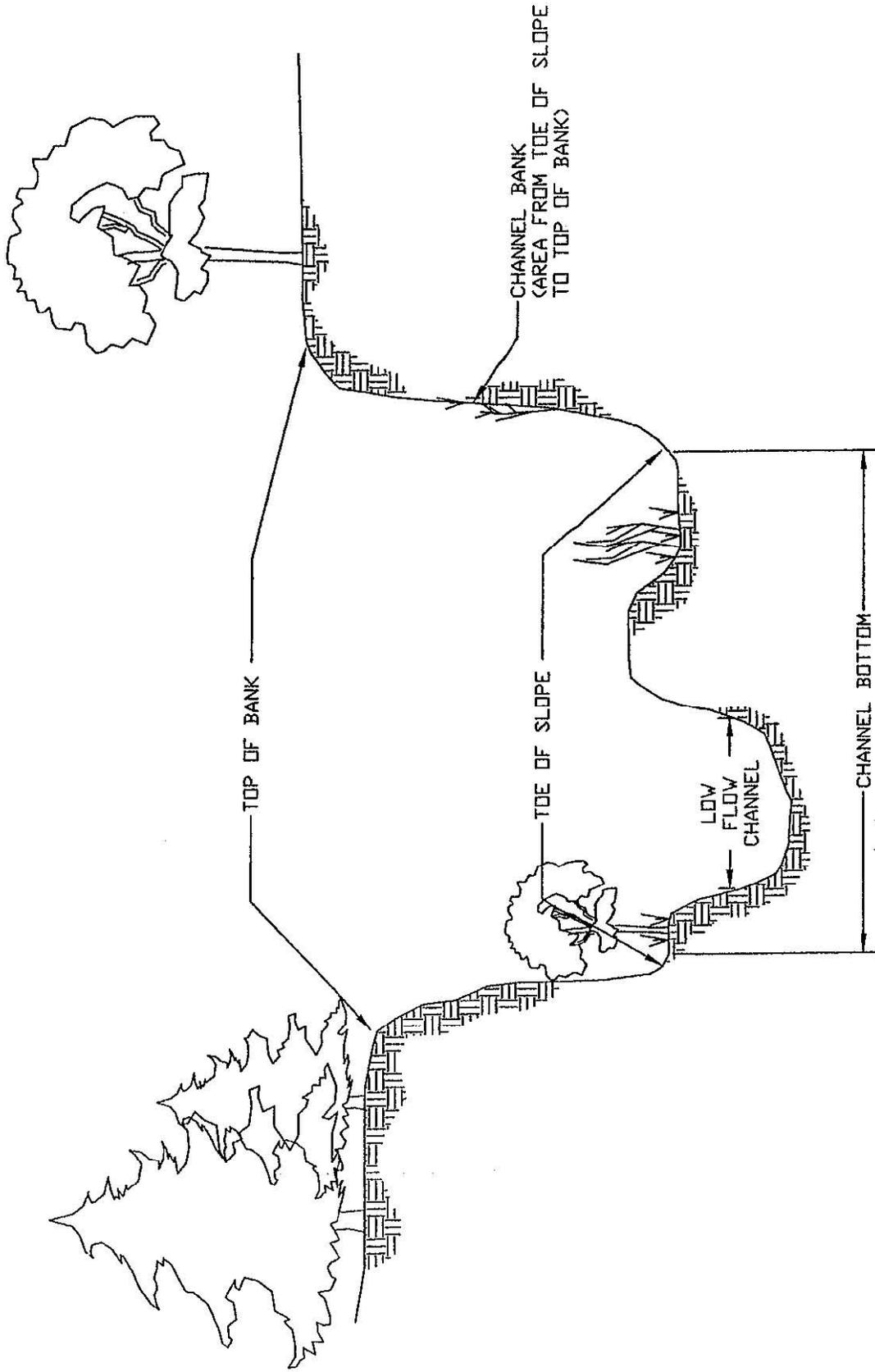


**CHANNEL TYPE 3 ~ TYPICAL**  
 IMPROVED CHANNEL WITH MITIGATING RIPARIAN HABITAT

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**CHANNEL TYPE 4 ~ TYPICAL**  
 UNIMPROVED CHANNEL WITHOUT SIGNIFICANT RIPARIAN HABITAT



**CHANNEL TYPE 5 ~ TYPICAL**  
 UNIMPROVED CHANNEL WITH SIGNIFICANT RIPARIAN HABITAT

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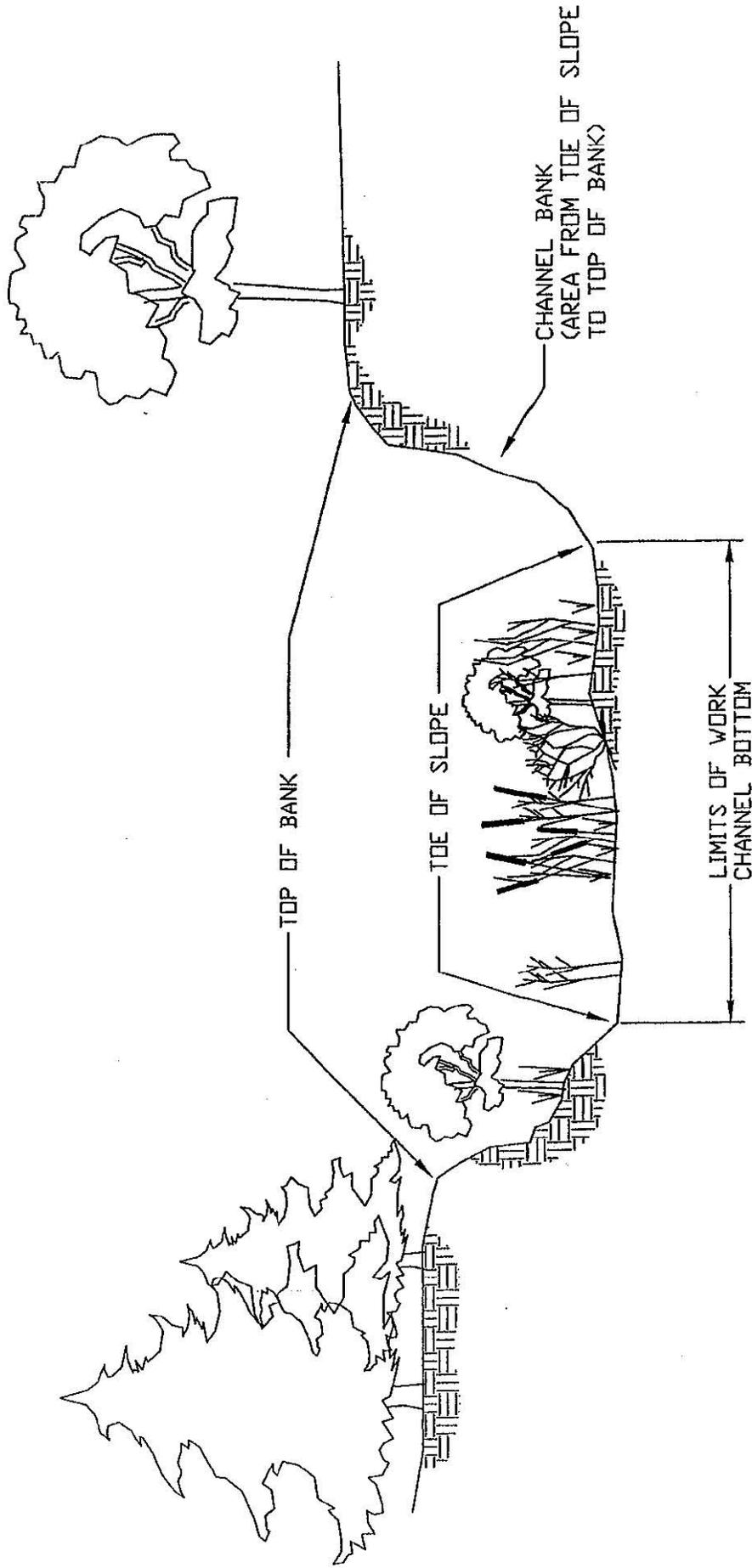
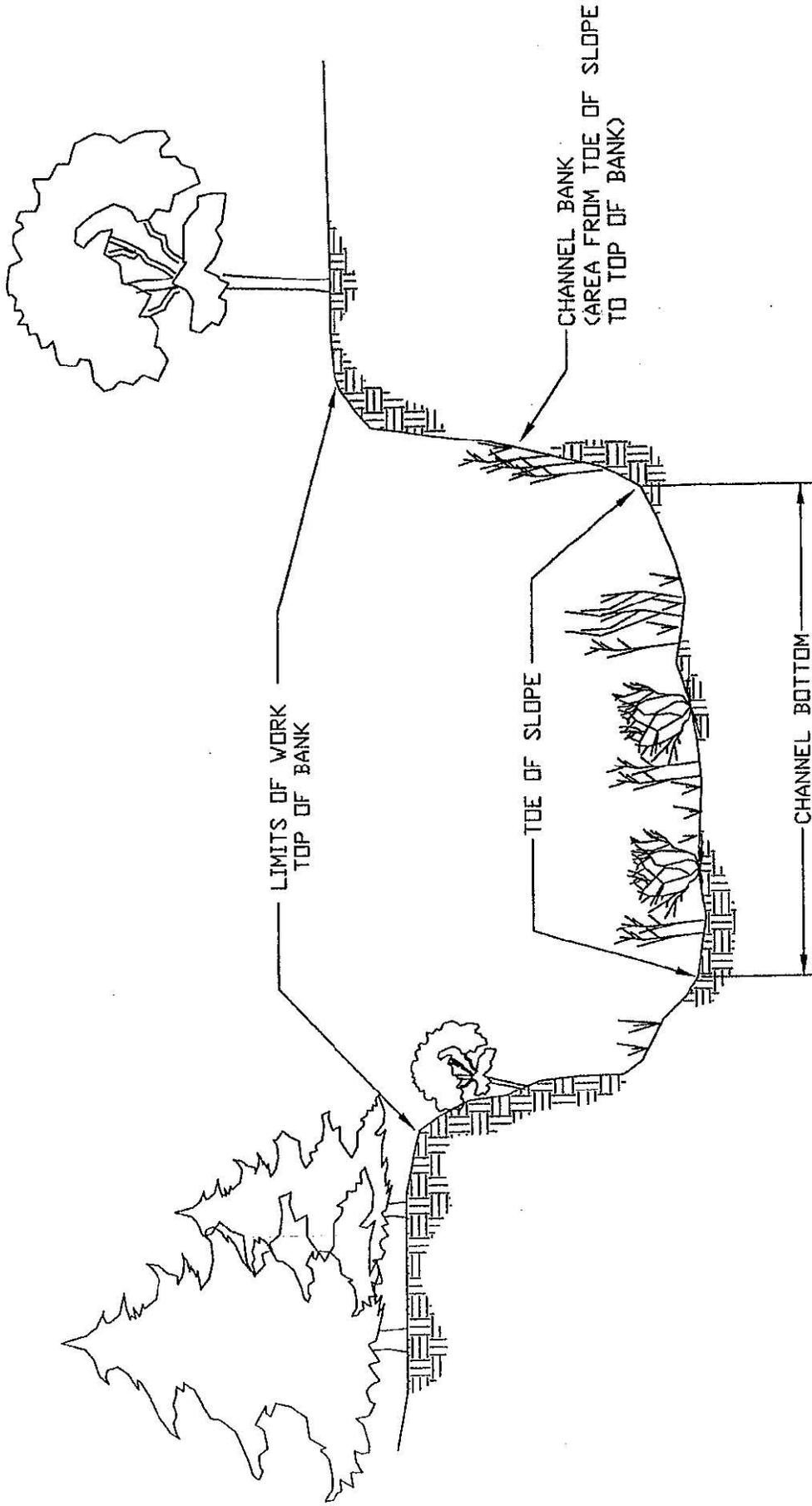


EXHIBIT 7~CONTROL OF AQUATIC  
AND WOODY GROWTH

Memorandum of Understanding  
 Routine Stream Maintenance  
 County of Sacramento



**EXHIBIT 8~CONTROL OF  
NON-NATIVE VEGETATION**

Memorandum of Understanding  
 Routine Stream Maintenance  
 County of Sacramento

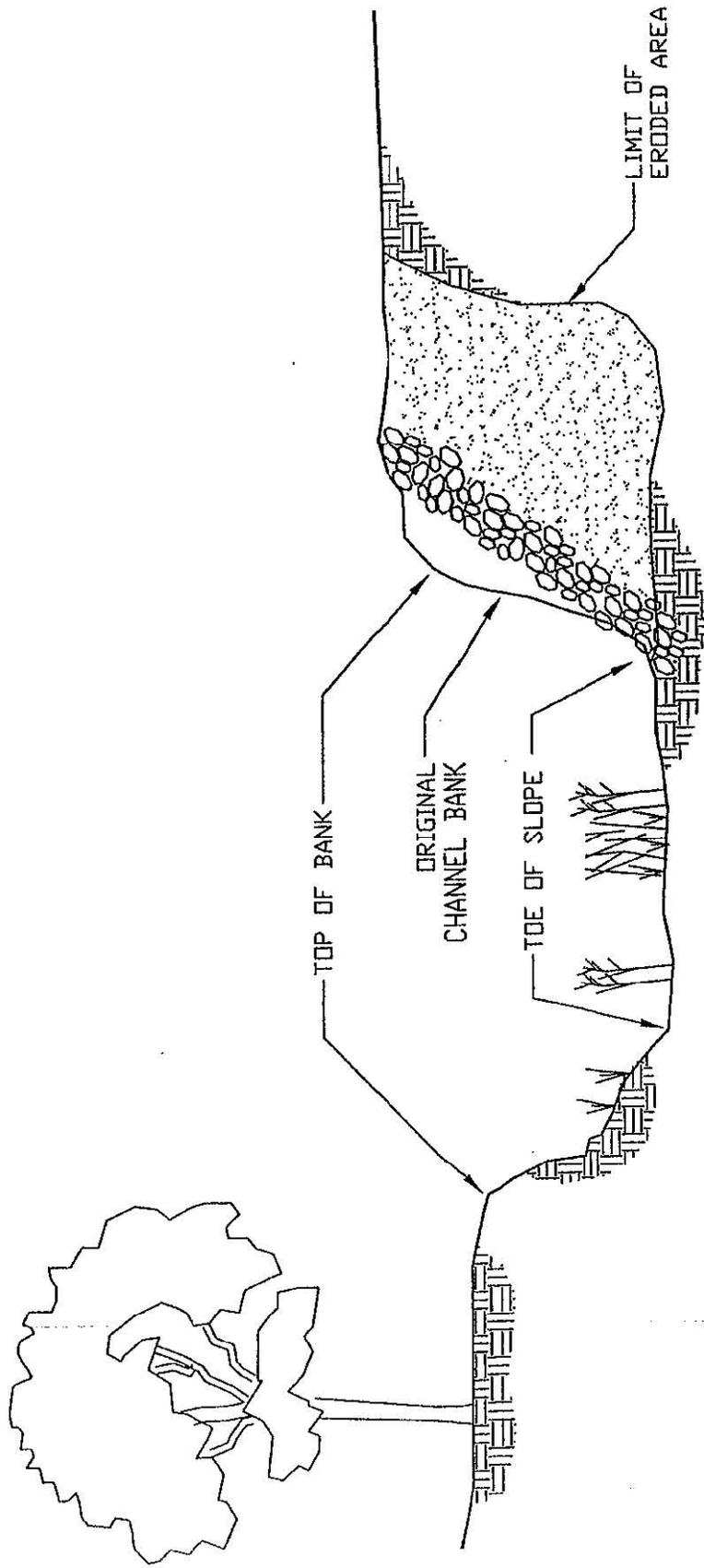


EXHIBIT 9~MINOR EROSION  
CONTROL WORK

Memorandum of Understanding  
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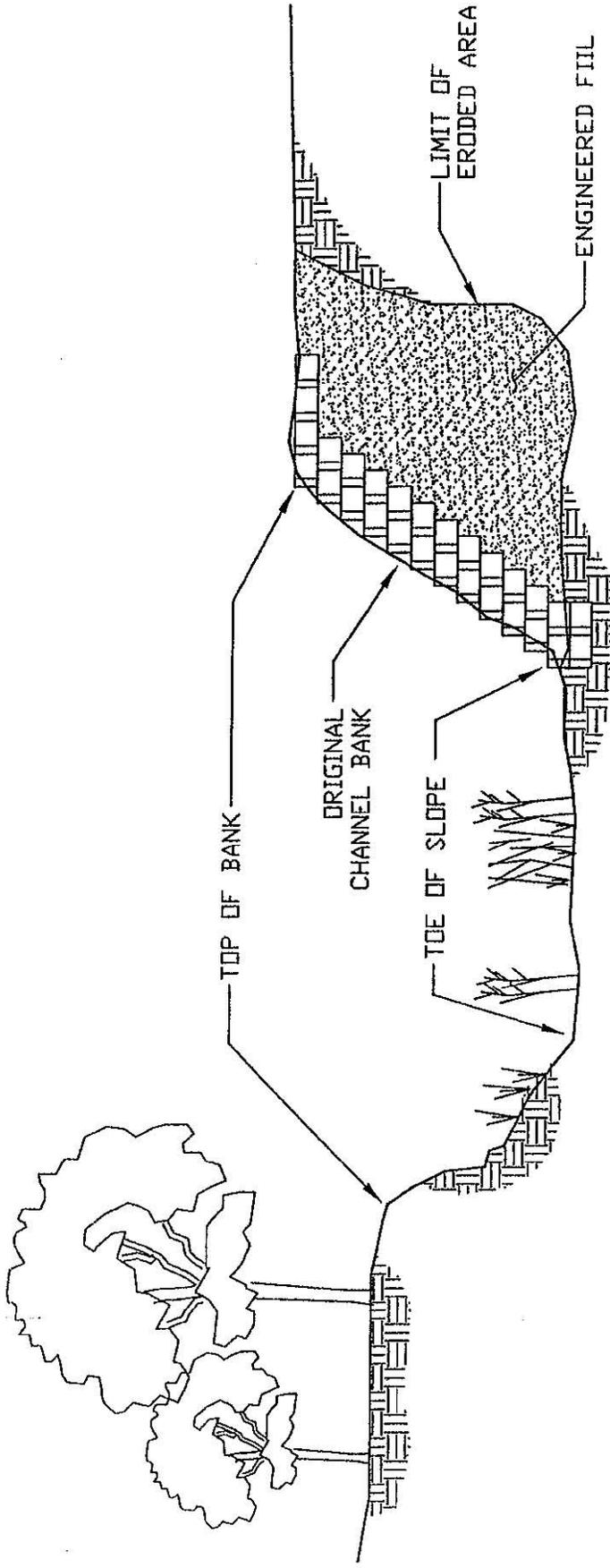


EXHIBIT 10~MINOR EROSION  
CONTROL WORK

Memorandum of Understanding  
Routine Stream Maintenance  
County of Sacramento

**APPENDIX B**  
**NATURAL STREAMS ZONING CODE**

### **235-160. Purpose**

The Natural Streams (NS) Combining Zone as shown on the Comprehensive Zoning Plans shall be used to regulate property along the designated Natural Streams within the unincorporated area of the County to:

- (a) Protect current and future occupants of land subject to flooding from the physical damage of flooding.
- (b) Protect property from flood losses and prevent noncompatible development in floodprone areas.
- (c) Protect and preserve the natural character and amenities of the Natural Streams.
- (d) Minimize the placement of fill in floodplain areas of the Natural Streams.
- (e) Protect and enhance the quality of water entering and flowing within the Natural Streams.
- (f) Preserve the recreation potential of the Natural Streams.

### **235-161. Applicability of (NS) Combining Zone Designation**

- (a) The (NS) appearing after a zone abbreviation on the Comprehensive Zoning Plans indicates that the property so classified is subject to the provisions of this Article in addition to those of the underlying zone, except as otherwise specified in this Article.
- (b) The (NS) Combining Zone may be applied to the unincorporated area of the County adjacent to or near the designated Natural Streams for which the Board determines that land development may have an impact on the preservation or enhancement of scenic, recreational, hydrological, or related values along or near the Natural Streams.
- (c) For purposes of this Article the following streams or portions of streams are herein designated as Natural Streams:
  - (1) Arcade Creek - from Auburn Boulevard (near Winding Way) to Greenback Lane (east of Almond Avenue).
  - (2) Arcade Creek - South Branch - from the confluence with Arcade Creek to approximately 1100 feet east of Kenneth Avenue.
  - (3) Brooktree Creek - from the confluence with Arcade Creek to San Juan Avenue.
  - (4) Carmichael Creek - from Ancil Hoffman Park to Walnut Road.
  - (5) Chicken Ranch Slough - from Cottage Way to approximately 350 feet west of Garfield Avenue.
  - (6) Coyle Creek - from the confluence with Brooktree Creek to Madison Avenue.
  - (7) Cripple Creek - from the confluence with Arcade Creek to approximately 400 feet north of Central Avenue.

(8) Kohler Creek - from the confluence with Arcade Creek to Madison Avenue.

(9) Linda Creek - from the Placer County line near Old Auburn Road to the Placer County line near Mountain Avenue.

(10) Minnesota Creek - from the American River Parkway to approximately 550 feet north of Olive Street.

(11) San Juan Creek - from the confluence with Arcade Creek to Greenback Lane.

(12) Strong Ranch Slough - from Arden Way to approximately 800 feet east of Walnut Avenue.

(13) Verde Cruz Creek - from the confluence with Arcade Creek to approximately 1800 feet west of Dewey Drive.

**APPENDIX C**

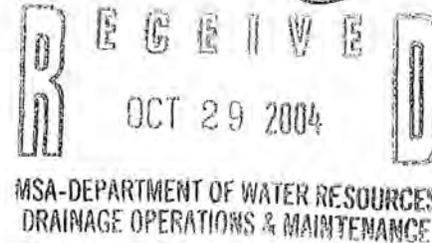
**DECEMBER 31, 2009 - MOU EXTENSION**

## DEPARTMENT OF FISH AND GAME

1701 NIMBUS ROAD, SUITE A  
RANCHO CORDOVA, CALIFORNIA 95670  
(916) 358-2900



October 27, 2004



Stephen Kenning  
County of Sacramento  
Municipal Services Agency  
3847 Branch Center Road, Trailer #4  
Sacramento, CA 95827

**Subject: Request to Renew the Memorandum of Understanding (MOU) between the County of Sacramento Public Works Agency (Agency) and the California Department of Fish and Game (Department) regarding Routine Maintenance Activities in Unimproved and Improved Channels**

Dear Mr. Kenning:

The Department of Fish and Game (Department) has reviewed your October 8, 2004 request to renew the Memorandum of Understanding (MOU) between the County of Sacramento Public Works Agency (Agency) and the California Department of Fish and Game regarding Routine Maintenance Activities in Unimproved and Improved Channels in Sacramento County. The original MOU was signed by the Department on December 13, 2000 and is scheduled to expire on December 31, 2004.

The Department hereby agrees to renew the Memorandum of Understanding between the County of Sacramento Public Works Agency and the California Department of Fish and Game regarding Routine Maintenance Activities in Unimproved and Improved Channels. The MOU will be extended from December 31, 2004 to December 31, 2009. All the provisions and conditions in the original MOU remain in effect. The renewal becomes effective on receipt of the \$5,180.00 routine maintenance fee and return of this letter.

Copy of this letter and a copy of the original MOU should be readily available to present to any Department of Fish & Game employee inspecting the stream maintenance activity.

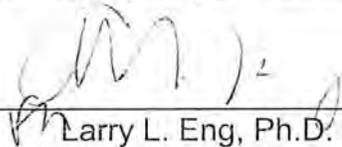
If you have questions regarding this matter, please contact Mr. Gary Hobgood, Environmental Scientist at (916) 983-6920 or Mr. Dale Watkins, Lake and Streambed Alteration Agreement Program at (916) 358-2842.

Please sign the attached Renewal Signature Page indicating your acceptance of these terms and return to the Department of Fish and Game, Region 2, 1701 Nimbus Road, Suite A, Rancho Cordova, CA 95670.

Memorandum of Understanding between the County of Sacramento Public Works Agency and the California Department of Fish and Game regarding Routine Maintenance Activities in Unimproved and Improved Channels

Renewal Signature Page

**THE DEPARTMENT OF FISH AND GAME**  
The Resources Agency of California

By:  \_\_\_\_\_  
Larry L. Eng, Ph.D.  
Deputy Regional Manager  
Sacramento Valley Central Sierra Region

11/16/2004  
\_\_\_\_\_  
Date

**COUNTY OF SACRAMENTO PUBLIC WORKS AGENCY**  
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

By:  \_\_\_\_\_  
Keith DeVore, Director  
Sacramento County  
Department of Water Resources

12-7-04  
\_\_\_\_\_  
Date

**COUNTY OF SACRAMENTO  
Public Works Agency  
Department of Transportation**

**STORM WATER POLLUTION PREVENTION PROGRAM  
STREET SWEEPING PRIORITIZATION**

**Pavement, Roadside, Bridges, Hazardous Materials, Trees and  
Landscape Maintenance Sections**



September 2, 2004  
Revised July 2008

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## **1. INTRODUCTION**

### **1.1. Purpose**

The purpose and intent of this prioritized listing of street sweeping is a good faith effort to comply with National Pollutant Discharge Elimination System (NPDES) requirements as administered through the California Regional Water Quality Control Board, Central Valley Region. In partnership with other County of Sacramento Departments, Agencies, and Sections it is the intent of the Department of Transportation to comply with all applicable requirements to reduce to maximum extent practicable pollutants from or deposited within the County of Sacramento's road right of way.

### **1.2. Background**

Through the Sacramento County Department of Water Resource the Department of Transportation has direction to create, publish, and implement a prioritized street sweeping program as directed in Section 10.f.ii. of the Tentative Order for Storm Water Discharges. The Tentative order states;

Beginning 1 July 2008 each Permittee shall perform street sweeping of curbed streets according to the following schedule:

Priority A: These streets and/or street segments shall be swept at least once per month.

Priority B: These streets and/or street segments shall be swept at least once every other month. Arterials and Bike Lanes

Priority C: The residential neighborhoods in the unincorporated areas of the county. These will be swept every other month or as needed.

### **1.3. Area of Coverage**

The area defined in Section 10.f.ii is limited to curbed streets within the MS4 permit area. However, it is the intent of the County of Sacramento Department of Transportation to comply with and extend the same or similar street sweeping prioritization to as much of its service area as is possible. The Department of Transportation recognizes pollutants occur on all County road right of ways and as a good steward of the community wishes to preserve

and protect all receiving waters of the Sacramento County region. (See maps of coverage area)

## 2. STREET SWEEPING PRIORITIZATION

### 2.1. Criteria for Prioritization

The criteria for prioritization will consider those streets, which have the potential to generate the most pollutants as being top priority in frequency of street sweeping. As the Department of Transportation has no hard data in direct correlation to the quantities of materials actually removed, the following criteria will be followed until verifiable data can be obtained.

- 1.) Traffic volume.
- 2.) Location of adjacent business such as shopping centers and industrial plants
- 3.) Past requests for street sweeping
- 4.) Cumulative knowledge and recollection of DOT employees

### 2.2. Street Sweeping Prioritization Schedule

The following schedule is for Priority A and B streets using the above criteria. All other streets listed on the Department of Transportation scheduled sweeping lists are Priority C. All streets/roads will be swept when there is need such as hazardous material spills, gravel, and heavy soil, ECT. Additionally the Sacramento County Department of Transportation has commitments to sweep designated bike lanes on County road right of way bi-monthly. These bike lanes are located to the right edge of traveled lanes, which accumulate the most debris. The designated bike lane listing follows the prioritization schedule.

#### Priority A

ROAD NAME	Roads Swept Monthly		MILES	#P	L Miles	ADT
	FROM	TO				
WATT AVE	FOLSOM BLVD	FAIR OAKS BLVD	1.2	4	4.8	75517
KIEFER BLVD.	CITY LIMITS	BRADSHAW RD	2.4	4	9.6	20978
BRADSHAW RD.	JACKSON RD.	FOLSOM BLVD	3.1	4	12.4	48176
ROSEVILLE RD	MADISON AVE	CITY LIMIT(SACTO)	1.9	4	7.6	22132
SOUTH WATT AVE	JACKSON RD	FOLSOM BLVD	.3	4	1.2	
Sunrise Blvd	FAIR OAKS BLVD	COLOMA RD	1.6	4	6.4	
Hazel Ave	Folsom Blvd	Currough Downs	1.1	4	4.4	
					<b>46.8</b>	

#### Priority B

Roads Swept every other month

ROAD NAME	FROM	TO	MILES	#P	L Miles	ADT (2002)
HOWE AVE	FAIR OAKS BLVD	AUBURN BLVD	3.4	4	13.6	59162
COTTAGE WAY	HOWE AVE	WATT AVE	1.2	4	4.8	5614
FULTON AVE	FAIR OAKS BLVD	AUBURN BLVD	3.7	4	14.8	38475
MARCONI AVE	CITY LIMIT	FAIR OAKS BLVD	4.8	4	19.2	26264
EL CAMINO AVE	CITY LIMIT	FAIR OAKS BLVD	5.0	4	20	29519
ALTA ARDEN X-WAY	WATT AVE	HOWE AVE	1.5	4	6	18668
ARDEN WAY	ETHAN WAY	KINGSFORD DR	4.7	4	18.8	40986
EASTERN AVE	EDISON AVE	FAIR OAKS BLVD	3.6	4	14.4	22576
WHITNEY AVE	WATT AVE	WALNUT AVE	2.0	4	8	10703
WALNUT AVE	WINDING WAY	FAIR OAKS BLVD	3.5	4	14	23717
COLLEGE OAKS DR	MADISON AVE	WINDING WAY	1.7	4	6.8	14129
MADISON AVE	AUBURN BLVD	WATT AVE	2.8	4	11.2	58913
AIR BASE DR	MADISON AVE	WATT AVE	0.4	4	1.6	
MADISON AVE	AUBURN BLVD	FOLSOM CITY LIMIT	8.3	4	33.2	56244
SAN JUAN AVE	MADSION AVE	FAIR OAKS BLVD	3.4	4	13.6	23424
DEWEY AVE	LINDA SUE	WINDING WAY	1.9	4	7.6	21640
MANZANITA AVE	AUBURN BLVD	FAIR OAKS BLVD	2.6	4	10.4	33679
GREENBACK LN	FAIR OAKS BLVD	MADISON AVE	2.6	4	10.4	42433
MAIN AVE	GREENBACK LN	BLUE OAK DR	0.8	4	3.2	
GARFIELD AVE	GREENBACK LN	WINDING WAY	1.2	4	4.8	23578
GREENBACK LN	ARCADE CREEK	DIABLO BLVD	0.4	4	1.6	42433
HILLSDALE BLVD	ELKHORN BLVD	MADISON AVE	2.4	4	9.6	32564
WALERGA RD	NORTHLOOP BLVD	HILLSDALE BLVD	3.9	4	15.6	36080
ELVERTA RD	WATT AVE	WALERGA RD	1.8	4	7.2	18575
ANTELOPE RD	WATT AVE	DALY AVE	3.2	4	12.8	47684
DON JULIO BLVD	ANTELOPE RD	WATT AVE	3.6	4	14.4	9480
WATT AVE	AUBURN BLVD	PFE ROAD	4.6	4	18.4	47772
NORTHGATE BLVD	CITY LIMITS	DEL PASO RD	1.1	4	4.4	
DEL PASO RD	RICHTER AVE	EAST LEVEE RD	1.1	4	4.4	
ELKHORN BLVD	DIABLO BLVD	RIO LINDA BLVD	6.8	4	27.2	59425
WATT AVE	FAIR OAKS BLVD	AUBURN BLVD	6.3	4	25.2	57986
AUBURN BLVD	HOWE AVE	MANZANITA AVE	7.6	4	30.4	24629
CALVINE RD,	HIGHWAY 99 INTERCHANGE	GRANT LINE RD.	7.4	2	14.8	32602
GERBER RD.	STOCKTON BLVD.	E.G.-FLORIN RD.	2.3	4	9.2	21880
POWER INN RD.	JUNIPERO ST.	CALVINE RD.	3.1	4	12.4	31798
FLORIN RD.	FRANKLIN BLVD.	BRADSHAW RD	6.7	4	26.8	58576
FLORIN-PERKINS RD.	ROVANA CIR.	FLORIN RD.	0.7	4	2.6	
65th. ST. EXPRESSWAY	53rd. AVE.	FLORIN RD.	0.9	4	3.6	16372
44TH ST	14th. AVE.	47TH AVE or s/o at your Disc.	2.5	3	7.4	6276
47th. AVE.	RxR TRACKS	STOCKTON BLVD.	1.9	4	7.4	37014
FRANKLIN BLVD.	FRUITRIDGE RD.	EAST PARKWAY	2.6	4	10.4	30999
FRUITRIDGE ROAD	MENDOCINO BLVD	ETHEL WAY N/S Only	0.7	1	0.7	39750
STOCKTON BLVD.	14th. AVE.	ELSIE AVE.	4.3	4	17.2	41245
SOUTH WATT AVE.	FLORIN RD	KIEFER BLVD	3.5	4	14.0	46619
LA RIVIERA DR.	WATT AVE.	FOLSOM BLVD.	1.3	4	5.2	19553
AMERICAN RIVER DR.	A. ON/OFF-RAMPS FROM WATT AVE.					
OLD PLACERVILLE RD.	WATT AVE.	CITY LIMITS	1.3	2	2.6	13205
	BRADSHAW RD	ROUTIER RD(S/S)	1.8	4	7.2	8280

SUNRISE BLVD.	DOUGLAS RD.	RC CITY LIMITS	2	4	8	88712
FAIR OAKS BLVD.	CITY LIMITS	STACY HILLS DR	13.6	4	54.4	50620
HAZEL AVE.	FOLSOM BLVD.	COUNTY LINE	6.2	4	24.64	53979

**585.5**

**BIKE LANES SWEEP EVERY OTHER MONTH**

<b>Road Name</b>	<b>From</b>	<b>To</b>	<b>(Ft.)</b>	<b>Miles</b>
A Parkway	Franklin Blvd.	Center Parkway	1,305	0.25
A Parkway	Center Parkway	Franklin Blvd.	1,305	0.25
Airbase Dr.	Watt Ave.	Madison Ave.	2,150	0.41
Airbase Dr.	Madison Ave.	Watt Ave.	2,170	0.41
Alta Arden Expway	Howe Ave.	Fulton Ave.	4,000	0.76
Alta Arden Expway	Wyda Way	Howe Ave.	3,740	0.71
American River Dr.	City Limits (Sacto)	Sandbar Cir.	18,685	3.54
American River Dr.	Los Rios Way	City Limits (Sacto)	18,685	3.54
Antelope Rd.	Walerga Rd.	Citrus Height City Limits	13,751	3.59
Antelope Rd.	Old Auburn Rd.	Walerga Rd.	27,875	5.28
Arden Way	Morse Ave.	McClaren Dr.	16,725	3.17
Arden Way	McClaren Dr.	Morse Ave.	16,725	3.17
Auburn Blvd.	Watt Ave.	St. Ives Ln.	26,880	5.09
Auburn Blvd.	Manzanita Av.	Watt Ave.	26,940	5.10
Bell St.	Northrop Ave	Arden Way	5,285	1.00
Bell St.	Alta Arden Expway.	Edison Ave.	9,285	1.76
Bell St.	Edison Ave.	Alta Arden Expway.	9,470	1.79
Bell St.	Arden Way	Northrop Ave	5,285	1.00
Bowling Dr.	Florin Rd.	Cuny Ave.	3,205	0.61
Bowling Dr.	Cuny Ave.	Florin Rd.	3,205	0.61
Bradshaw Rd.	Kiefer Blvd.	Folsom Blvd.	10,465	1.98
Bradshaw Rd.	Folsom Blvd.	Arlisson Dr.	5,425	1.03
Bradshaw Rd.	Old Placerville Rd.	Goethe Rd.	760	0.14
Bradshaw Rd.	Ecology Lane	Kiefer Blvd.	3,335	0.63
Briggs Dr.	Florin Rd	Lawnwood Dr.	2,760	0.52
Briggs Dr.	Lawnwood Dr.	Steelman Cir. (S/Ext)	2,575	0.49
California Ave.	Oak Ave.	Jan Dr.	13,185	2.50
California Ave.	Jan Dr.	Oak Ave.	13,185	2.50
Calvine Rd.	City Limits (Sacto)	Power Inn Rd.	2,305	0.44
Calvine Rd.	Cliffcrest Dr.	Auberry Dr.	2,305	0.44

Center Parkway	City Limits (Sacto)	A Parkway	4,095	0.78
Center Parkway	A Parkway	City Limits (Sacto)	4,100	0.78
Central Ave	Woodmore Oaks	Main Ave.	15,400	2.92
Central Ave	Main Ave.	Woodmore Oaks	15,410	2.92
Chandler Dr.	Stockton Blvd.	Lindale Dr.	315	0.06
Chandler Dr.	Lindale Dr.	Stockton Blvd.	315	0.06
College Oak Dr.	Winding Way	Saddlerock Way	4,195	0.79
College Oak Dr.	Myrtle Ave.	Sycamore Ave.	3,405	0.64
Cuny Ave.	Franklin Blvd.	Bowling Dr.	2,015	0.38
Cuny Ave.	Gomez Ct.	Forty Second St.	360	0.07
Cypress Ave	Pasadena Ave.	Manzanita Ave.	7,935	1.50
Cypress Ave	Manzanita Ave.	Pasadena Ave.	7,935	1.50
Diablo Dr.	Olympic Way	Roseville Rd.	4,750	0.90
Diablo Dr.	Roseville Rd.	Elkhorn Blvd.	4,950	0.94
Don Julio Blvd.	Watt Ave.	Antelope Rd.	15,600	2.95
Don Julio Blvd.	Antelope Rd.	Morazan St.	15,170	2.87
Eastern Ave.	Fair Oaks Blvd.	Vulcan Dr.	5,925	1.12
Eastern Ave.	Cottage Way	Edison Ave.	11,315	2.14
Eastern Ave.	Edison Ave.	Birgit Way	9,825	1.86
Eastern Ave.	Arden Way	Fair Oaks Blvd.	5,215	0.99
East Stockton Blvd.	Power Inn Rd.	State Route 99	5,625	1.07
East Stockton Blvd.	State Route 99	Power Inn Rd.	5,625	1.07
Edison Ave.	Fulton Ave.	Pasadena Ave.	14,725	2.79
Edison Ave.	Pasadena Ave.	Watt Ave.	8,840	1.67
Edison Ave.	Morse Ave.	Fulton Ave.	2,945	0.56
El Camino Ave.	Avalon Dr.	Maryal Dr.	340	0.06
El Camino Ave.	Eastern Ave.	Fair Oaks Blvd.	10,195	1.93
El Camino Ave.	Fair Oaks Blvd.	Eastern Ave.	11,110	2.10
El Camino Ave.	Howe Ave.	Ethan Way	1,190	0.23
Elk Grove Blvd.	East Stockton Blvd.	Elk Grove-Florin Rd.	3,725	0.71
Elkhorn Blvd.	Marysville Blvd.	Bismark Dr.	28,435	5.39
Elkhorn Blvd.	Larchmont Dr.	Interstate 80	11,300	2.14
Elkhorn Blvd.	Interstate 80	Marysville Blvd.	40,255	7.62
Elsie Ave.	Stockton Blvd.	Power Inn Rd.	2,945	0.56
Elsie Ave.	Power Inn Rd.	Stockton Blvd.	2,945	0.56
Engle Ave.	Fair Oaks Blvd.	Holloway Ln.	1,630	0.31
Fair Oaks Blvd.	Munroe St.	Lawson Way	3,600	0.68
Fair Oaks Blvd.	Larch Ln.	Wedgewood Ave.	20,525	3.89
Fair Oaks Blvd.	Watkins Dr.	Treecrest Ave.	9,450	1.79
Fair Oaks Blvd.	Madison Ave,	Old Winding Way	8,335	1.58

Fair Oaks Blvd.	Homewood Way	Walnut Ave.	3,145	0.60
Fair Oaks Blvd.	Paloma Ave.	Larch Ln.	13,185	2.50
Fair Oaks Blvd.	Crocker Road	Munroe St.	3,200	0.61
Fifty Third Ave.	Fiftieth Ave.	East-Ending	3,230	0.61
Fifty Third Ave.	Sixtyfifth St.	City Limits (Sacto)	1,725	0.33
Fifty Third Ave.	City Limits (Sacto)	Sixtyfifth St.	1,645	0.31
Fifty Third Ave.	East-Ending	Fiftieth St.	3,230	0.61
Folsom Blvd.	South Watt Ave.	City Limits.	35,815	1.45
Folsom Blvd.	Hazel Ave.	U.S. 50	6,830	1.29
Folsom Blvd.	U.S. 50	Hazel Ave.	6,830	1.29
Forty Ninth Ave.	Martin Luther King Blvd.	Forty Second St.	1,860	0.35
Forty Ninth Ave.	Forty Second St.	Martin Luther King Blvd.	1,860	0.35
Forty Second St.	Cuny Ave.	Forty Ninth Ave.	660	0.13
Forty Second St.	Forty Ninth Ave.	Cuny Ave.	660	0.13
Forty Seventh St.	Fiftieth St.	Fiftieth Ave.	2,110	0.40
Forty Seventh St.	Ledonne Dr.	Fiftieth St.	965	0.18
Fulton Ave.	Sierra Blvd.	Northrop Ave.	1,325	0.25
Fulton Ave.	Northrop Ave.	Sierra Blvd.	1,325	0.25
Garfield Ave.	Fair Oaks Blvd.	Palm Ave.	2,230	0.42
Garfield Ave.	Oldham Ln.	Greenback Ln.	2,635	0.50
Garfield Ave.	Madison Ave.	Fair Oaks Blvd.	20,685	3.92
Gerber Rd.	Stockton Blvd.	Elk Grove-Florin Rd.	14,465	2.74
Gerber Rd.	Elk Grove-Florin Rd.	Reese Rd.	6,955	1.32
Gerber Rd.	Fernridge Dr.	Stockton Blvd.	4,885	0.93
Gold Country Blvd.	Sunrise Blvd.	Hazel Ave.	15,420	2.92
Gold Country Blvd.	Hazel Ave.	Discovery Village	15,420	2.92
Gold Express Dr.	Sunrise Blvd.	Gold Rush Dr.	2,290	0.43
Gold Express Dr.	Gold Rush Dr.	Sunrise Blvd.	2,290	0.43
Gold Rush Dr.	Coloma Rd.	Cold County Blvd.	2,810	0.53
Gold Rush Dr.	Gold County Blvd.	Coloma Rd.	2,810	0.53
Grant Ave.	Sue Pam Dr.	Fair Oaks Blvd.	1,110	0.21
Grant Ave.	Marshall Ave.	Hollister Ave.	2,650	0.50
Grant Ave.	Hollister Ave.	Ava Way	800	0.15
Grant Ave.	Voleyn St.	Marshall Ave.	1,495	0.28
Grant Ave.	Fair Oaks Blvd.	Sue Pam Dr.	1,110	0.21
Greenback Ln.	Arcade Creek	Verner Ave.	2,068	0.39
Harrington Way.	South-Ending	American River Dr.	1,140	0.22
Harrington Way.	American River Dr.	South-Ending	1,140	0.22
Hazel Ave.	Nimbus Road	Oak Ave.	25,005	4.74
Hazel Ave.	Oak Ave.	Tributary Point Dr.	25,160	4.77

Hazel Ave.	U.S. 50	Folsom Blvd.	705	0.13
Hemlock St.	Myrtle Ave.	Auburn Blvd.	4,450	0.84
Hemlock St.	Auburn Blvd.	Myrtle Ave.	4,450	0.84
Hillsdale Blvd.	Turnsworth Ct.	Elkhorn Blvd.	11,035	2.09
Hillsdale Blvd.	Elkhorn Blvd.	Madison Ave.	12,215	2.31
Hollister Ave.	Grant Ave.	Fair Oaks Blvd.	2,640	0.50
Hollister Ave.	Fair Oaks Blvd.	Grant Ave.	2,645	0.50
Howe Ave.	Burney Way	Marconi Ave.	2,115	0.40
Hurley Way	Ethan Way	Howe Ave.	1,335	0.25
Hurley Way	Bell St.	Morse Ave.	5,290	1.00
Hurley Way	Rushden Dr.	Ethan Way	9,070	1.72
Illinois Ave.	Madison Ave.	Pershing Ave.	1,975	0.37
Illinois Ave.	Char Ave.	Madison Ave.	1,955	0.37
Kenneth Ave.	Winding Way	Stratus Dr.	14,890	2.82
Kenneth Ave.	Central Ave.	Oak Ave.	4,950	0.94
Kenneth Ave.	Oak Ave.	Winding Way	20,040	3.80
Kiefer Blvd.	City Limits (Sacto)	Kiefer S/Frontage Rd.	3,460	0.66
Kiefer Blvd.	Southport Dr.	Mayhew Rd.	5,460	1.03
Kiefer Blvd.	Bradshaw Rd.	Southport Dr.	8,170	1.55
Kiefer Blvd.	Autumnwood Dr.	South Watt Ave.	1,275	0.24
Kingsford Dr.	American River Dr.	Arden Way	4,050	0.77
Kingsford Dr.	Arden Way	American River Dr.	4,050	0.77
La Riviera Dr.	Watt Ave.	Folsom Blvd.	7,500	1.42
La Riviera Dr.	Folsom Blvd.	Watt Ave.	7,490	1.42
Lawnwood Dr.	Forman Way	Richman Way	240	0.05
Lincoln Ave.	Manzanita Ave.	San Juan Ave.	10,325	1.96
Lincoln Ave.	San Juan Ave.	Oak Knoll Dr.	825	0.16
Lincoln Ave.	Glenridge Dr.	Manzanita Ave.	7,850	1.49
Lindale Dr.	Chandler Dr.	Palmer House Dr.	3,495	0.66
Lindale Dr.	Palmer House Dr.	Chandler Dr.	3,945	0.75
Madison Ave.	Fair Oaks Blvd.	Lake Natoma Dr.	20,955	3.97
Madison Ave.	Greenback Ln.	Fair Oaks Blvd.	20,930	3.96
Main Ave.	Lakefair Ct.	Oak Ave.	13,095	2.48
Main Ave.	Oak Ave.	Winding Oak Dr.	15,585	2.95
Manzanita Ave.	Cypress Ave.	Auburn Blvd.	11,825	2.24
Manzanita Ave.	Auburn Blvd.	Nonnie Ave.	2,820	0.53
Manzanita Ave.	Shadow Creek Dr.	Kimberly Hill Ct.	7,070	1.34
Manzanita Ave.	Locust Ave.	Cypress Ave.	1,335	0.25
Marconi Ave.	Howe Ave.	Ashbourne Dr.	7,915	1.50
Marconi Ave.	Watt Ave.	Fair Oaks Blvd.	15,480	2.93

Marconi Ave.	Fair Oaks Blvd.	Calderwood Ln.	19,685	3.73
Marconi Ave.	Fulton Ave.	Howe Ave.	3,965	0.75
Mariposa Ave.	Sycamore Dr.	Watson Way	1,120	0.21
Mariposa Ave.	Watson Way	Antelope Rd.	700	0.13
Mariposa Ave.	Chula Vista Dr.	Limerick Way	2,970	0.56
Marshall Ave.	Stanley Ave.	Grant Ave.	2,645	0.50
Marshall Ave.	Grant Ave.	Stanley Ave.	2,645	0.50
Martin Luther King	Forty Ninth Ave.	State Route 99	5,025	0.95
Martin Luther King	State Route 99	Franklin Blvd.	4,680	0.89
Morse Ave.	Northrop Ave.	Cottage Way	7,725	1.46
Morse Ave.	South-Ending	Marconi Ave.	4,455	0.84
Morse Ave.	Marconi Ave.	South-Ending	4,605	0.87
Morse Ave.	Cottage Way	Fair Oaks Blvd.	10,640	2.02
Munroe St.	City Limits (Sacto)	Sierra Blvd.	2,330	0.44
Munroe St.	Sierra Blvd.	City Limits (Sacto)	2,330	0.44
Myrtle Ave.	Auburn Blvd.	Hemlock St.	3,485	0.66
Myrtle Ave.	Hemlock St.	Auburn Blvd.	3,485	0.66
Norris Ave.	Silver Crest Ave.	St. Andrews Ave.	1,375	0.26
Norris Ave.	Whitney Ave.	Auburn Blvd.	5,420	1.03
Norris Ave.	Auburn Blvd.	Whitney Ave.	5,420	1.03
Norris Ave.	Pounds Ave.	Clairidge Way	950	0.18
North Loop Blvd.	Scrub Oak Way	Benjamin Dr.	1,175	0.22
North Loop Blvd.	Palmerson Way	Redwater Dr.	3,080	0.58
Northrop Ave.	West-Ending	Watt Ave.	10,325	1.96
Northrop Ave.	Watt Ave.	West-Ending	10,490	1.99
Oak Ave. (Carm.)	Boyer Dr.	California Ave.	1,985	0.38
Oak Ave. (Carm.)	California Ave.	Fair Oaks Blvd.	2,110	0.40
Oak Ave. (Orvale.)	Sunrise Blvd.	City Limits (Folsom)	22,840	4.33
Oak Ave. (Orvale.)	City Limits (Folsom)	Sunrise Blvd.	22,840	4.33
Old Placerville Rd.	Bradshaw Rd.	Routiers Rd	11,915	2.26
Palm Dr.	Fair Oaks Blvd.	California Ave.	1,995	0.38
Palm Dr.	California Ave.	Palm Estates Ct.	1,995	0.38
Palmer House Dr.	Gerber Dr.	Flamingo Way	5,335	1.01
Palmer House Dr.	Florin Rd.	McTavish Cir.	5,440	1.03
Pasadena Ave.	Edison Ave.	Winding Way	1,955	0.37
Pasadena Ave.	Winding Way	Newell St.	2,590	0.49
Pershing Ave.	Kenneth Ave.	Madison Ave.	10,675	2.02
Pershing Ave.	Madison Ave.	Kenneth Ave.	10,675	2.02

Power Inn Rd.	Auberry Dr.	Hay Stack Dr.	5,680	1.08
Power Inn Rd.	Betty Lou Dr.	Elsie Ave.	8,345	1.58
Rio Linda Blvd.	Elkhorn Blvd.	O Street	3,990	0.76
Rio Linda Blvd.	Silver Park Ave.	Elverta Rd.	6,845	1.30
Rio Linda Blvd.	Elverta Rd.	Marysville Blvd.,	15,430	2.92
San Juan Ave.	Fair Oaks Blvd.	Greenback Lane	15,280	2.89
San Juan Ave.	Greenback Lane	Fair Oaks Blvd.	15,280	2.89
Saverien Dr.	American River Dr.	Fair Oaks Blvd.	1,810	0.34
Saverien Dr.	Fair Oaks Blvd.	American River Dr.	1,810	0.34
Sixth Parkway	Florin Rd.	Sky Parkway	1,460	0.28
Sixth Parkway	Sky Parkway	Florin Rd.	1,460	0.28
Sixtyfifth St.	Stockton Blvd.	Fifty Third Ave.	1,105	0.21
Sixtyfifth St.	City Limits (Sacto)	Stockton Blvd.	1,595	0.30
Sky Parkway	Sixth Parkway	Sixtyfifth St.	2,980	0.56
Sky Parkway	North Parkway	Fifth Parkway	555	0.11
South Watt Ave.	Autumnwood Dr.	Folsom Blvd.	1,620	0.31
South Watt Ave.	Folsom Blvd.	Kiefer Blvd.	2,465	0.47
Stanley Ave.	Fair Oaks Blvd.	Oak Cliff Cir.	5,445	1.03
Stanley Ave.	Marshall Ave.	Fair Oaks Blvd.	5,600	1.06
Steiner Dr.	North Parkway	Forty Seventh Ave.	3,450	0.65
Steiner Dr.	Forty Seventh Ave.	North Parkway	3,450	0.65
Stockton Blvd.	State Route 99	City Limits (Sacto)	13,610	2.58
Stockton Blvd.	City Limits (Sacto)	State Route 99	13,675	2.59
Sue Pam Dr.	South-Ending	Grant Ave.	1,040	0.20
Sue Pam Dr.	Grant Ave.	Whitney Ave.	665	0.13
Sunset Ave.	San Juan Ave.	Hazel Ave.	19,025	3.60
Sunset Ave.	Hazel Ave.	San Juan Ave.	19,025	3.60
Sutter Ave.	Fair Oaks Blvd.	California Ave.	2,000	0.38
Sutter Ave.	Valle Vista Rd.	Fair Oaks Blvd.	2,015	0.38
Twenty Eighth St.	U Street	Elverta Rd.	3,630	0.69
Twenty Eighth St.	Elverta Rd.	U Street	3,630	0.69
Van Alstine Ave.	Fair Oaks Blvd.	California Ave.	1,995	0.38
Van Alstine Ave.	California Ave.	Fair Oaks Blvd.	1,995	0.38
Wachtel Way	Oak Ave.	Old Auburn Rd.	5,924	1.12
Wachtel Way	Old Auburn Rd.	Oak Ave.	5,915	1.12
Walerga Rd.	Hillsdale Blvd.	Antelope Rd.	12,285	2.33
Walerga Rd.	Elverta Rd.	County Line (Placer)	4,815	0.91
Walerga Rd.	County Line (Placer)	Elverta Rd.	4,850	0.92
Walerga Rd.	Antelope Rd.	Hillsdale Blvd.	12,285	2.33
Walnut Ave.	Fair Oaks Blvd.	Winding Way	18,085	3.43

Walnut Ave.	Winding Way	Foothill Dr.	12,330	2.34
Walnut Ave.	El Camino Ave.	Fair Oaks Blvd.	5,095	0.96
Watt Ave.	La Brea Way	Maryal Dr.	10,710	2.03
Watt Ave.	Whitney Ave.	Edison Ave.	1,970	0.37
Watt Ave.	Elkhorn Blvd.	County Line (Placer)	14,825	2.81
Watt Ave.	County Line (Placer)	Van Owen St.	16,775	3.18
Watt Ave.	Barrington Rd.	Fair Oaks Blvd.	7,180	1.36
Whitney Ave.	Garfield Ave.	Sue Pam Dr.	1,305	0.25
Whitney Ave.	Sue Pam Dr.	Garfield Ave.	1,305	0.25
Winding Way	Auburn Blvd.	Rampart Dr.	13,235	2.51
Winding Way	Barrett Rd.	Entrance St.	12,440	2.36
Winding Way	San Juan Ave.	Bellue St.	6,155	1.17
Winding Way	Crestview Drive	Auburn Blvd.	13,670	2.59
Woodmore Oaks Dr.	Sunrise Blvd.	Central Ave.	6,420	1.22
Woodmore Oaks Dr.	Central Ave.	Sunrise Blvd.	6,420	1.22
				<b>327.15</b>

### **3. MONITORING PROGRAM EFFECTIVENESS**

#### **3.1. Database Analysis**

The Sacramento County Department of Transportation is utilizing an electronic maintenance management system to track the quantities of sweeping materials removed from the road right of way by sweeper activities. After tracking an annual cycle of street sweeping, a comparison of the amount of debris removed and the areas being swept will be made to determine if sweeping frequency should be increased. With current equipment in inventory it is not possible to determine the volume or weight of debris removed from individual streets. Should the Department of Transportation discover areas with high quantities of materials being removed further investigation will be initiated using the same criteria as was used for initial prioritization.

- 1.) Traffic volume.
- 2.) Location of adjacent business such as shopping centers and industrial plants
- 3.) Past requests for street sweeping.
- 4.) Cumulative knowledge and recollection of DOT employees

#### **3.2. Awareness and Communication**

Through training of supervisors and sweeper operators the Sacramento County Department of Transportation will continuously evaluate the need for sweeping. Utilizing the linked team meetings, sweeping schedules may be adjusted at crew level to increase the frequency of sweeping streets known to have high potential to pollute the stormwater system.

# County of Sacramento



## Department of General Services

# Parking Facilities Stormwater Management Program

*Prepared by the  
Safety, Environmental and Training Office*

**2007**

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## **1.0 Program Overview**

The County of Sacramento's Municipal Stormwater Permit (see Appendix A) requires inspection and maintenance procedures for County-owned parking facilities exposed to rainfall. The purpose of this requirement is to prevent the buildup of debris and excessive oil on parking lot surfaces. Pollutants such as oil, grease and sediment can accumulate on parking lot surfaces. These pollutants may come in contact with rainfall or stormwater runoff and be carried to local creeks and rivers.

The County of Sacramento, Department of General Services (DGS), Facilities Management maintains facilities subject to this requirement. DGS has developed and implemented the Parking Facilities Stormwater Management Program to meet the requirement. The purpose of this program is to implement procedures to reduce or eliminate the discharge of pollutants from DGS parking facilities to our waterways.

The primary objectives of the Parking Facilities Stormwater Management Program is to:

- Conduct regular inspections of parking facilities to assess maintenance needs.
- Perform maintenance on parking facilities based on inspection observations to reduce source pollutants.

DGS will document compliance activities for the previous fiscal year (July 1 through June 30) and submit an annual report to the County of Sacramento, Department of Water Resources, Stormwater Quality Program by August 1 of each year.

## **2.0 Program Administration**

The DGS Parking Facilities Stormwater Management Program is administered by the DGS Safety, Environmental and Training Office. The Safety, Environmental and Training Office will provide oversight of the program and will be responsible for the following:

- Maintain and revise the program on as needed basis;
- Act as an educational resource and provide guidance to DGS employees and tenants;
- Conduct annual visual inspections of all applicable parking lots;
- Coordinate maintenance activities; and
- Document compliance activities and submit an annual report.

## **2.1 Contact Information**

Program documents, compliance records and annual reports are maintained by the following:

Department	Contact
DGS Safety, Environmental and Training Office	Yolanda D. Grigsby 10545 Armstrong Ave. 202 C Mather, CA 95655 (916) 876-6177
DGS Facilities Management Bradshaw District	Dick Schanzenbach 4000 Bradshaw Road Sacramento, CA 95827 (916) 875-4205
DGS Parking Division	Joe Lienert 730 7 <sup>th</sup> Street Sacramento, CA 95814 (916) 874-8256
Sacramento Public Library Authority (SPLA)	Dennis Nilsson 828 I Street Sacramento, CA 95814 (916) 264-2992

### 3.0 Parking Facilities Criteria

Parking facilities meeting the following criteria are included in the program:

- County-owned and DGS maintained;
- Exposed to rainfall;
- Contains a minimum of 5000 square feet (equals approximately 25 parking spaces); and
- Stormwater runoff from the facility discharges to the storm drainage system.

Parking facilities listed in Table 1 and located on Plate 1 meet the above criteria and are included in the program.

The program does not include:

- Leased facilities and associated areas;
- Paved areas used for storage of equipment; and
- Facilities located in the combined system (Plate 2) where stormwater runoff does not discharge to the storm drainage system.

**DGS PARKING LOT INVENTORY**

FACILITY CODE	FACILITY	TENANT	ADDRESS	PARKING SPACES	CONTACT
173	Arcade Library	SPLA	2443 Marconi Ave.	227	Dennis Nilsson
152	Arden-Dimick Library	SPLA	891 Watt Ave.	71	Dennis Nilsson
134	Carmichael Library	SPLA	5605 Marconi Ave.	99	Dennis Nilsson
154	Sylvan Oaks Library	SPLA	6700 Auburn Blvd.	93	Dennis Nilsson
175	Fair Oaks Library	SPLA	11601 Fair Oaks Blvd.	74	Dennis Nilsson
156	Rancho Cordova Library	SPLA	9845 Folsom Blvd.	88	Dennis Nilsson
155	Southgate Library	SPLA	6132 66th Ave.	85	Dennis Nilsson
145	North Highlands Library	SPLA	4235 Antelope Rd	101	Dennis Nilsson
126	Walnut Grove Facility	SPLA	14177 Market St	34	Dennis Nilsson
202	Sheriff's North Garage	County	5510 Garfield Rd.	204	Dick Schanzenbach
971	Carol Miller Justice Center	State Justice Dept.	301 Bicentennial Circle	478	Joe Lienert
208	Sheriff's South Garage	County	9250 Bond Rd.	184	Dick Schanzenbach
344	VRE Warehouse/Florin Station	County	7000 65th St.	400	Dick Schanzenbach
508	Sheriff Work Release Human Asst Detox. Center	Sheriffs/Vols of Amer.	700 North 5th St	99	Dick Schanzenbach
105	Boys Ranch	County	14049 Boys Ranch Rd	63	Dick Schanzenbach
80/200	Rio Cosumnes Correctional Center	County	12500 Bruceville Rd.	273	Dick Schanzenbach
840	North County Corporation Yard	County	5026 Don Julio Blvd.	224	Dick Schanzenbach
76	Sheriff's Range House	County	12700 Bruceville Rd.	71	Dick Schanzenbach
66	Juvenile Court Resources	State Justice Dept.	9555 Kiefer Blvd.	37	Dick Schanzenbach
96	B.T. Collins Juvenile Center - west	State Justice Dept.	9605 Kiefer Blvd.	191	Dick Schanzenbach
96	B.T. Collins Juvenile Center - east	State Justice Dept.	9605 Kiefer Blvd.	549	Dick Schanzenbach
380	Warren Thornton Youth Center	State Justice Dept.	4000 Branch Center Rd.	54	Dick Schanzenbach
229	William K. Morgan Alternative Center	State Justice Dept.	3990 Branch Center Rd.	48	Dick Schanzenbach
8	Branch Center Motor Pool	County	3800 Branch Center Rd.	135	Dick Schanzenbach
222	OCIT	County	3700 Branch Center Rd.	28	Dick Schanzenbach
418	General Services Central Stores – east/west	County	9650 Goethe Rd.	54	Dick Schanzenbach
419	Agriculture - east	County	9660 Agriculture Lane	59	Dick Schanzenbach
204	Traffic Way	County	4100 Traffic Way	95	Dick Schanzenbach
207	Traffic Way	County	4135 Traffic Way	113	Dick Schanzenbach
119	Animal Control - north	County	4290 Bradshaw Rd.	27	Dick Schanzenbach
231	Parks and Recreation	County	4040 Bradshaw Rd.	95	Dick Schanzenbach
224	Facilities Management	County	4000 Bradshaw Rd.	58	Dick Schanzenbach
226	Water Quality	County	9660 Ecology Lane	184	Dick Schanzenbach
221	OB-3/Health and Human Services	County	3701 Branch Center Rd.	132	Dick Schanzenbach
251	Fleet Services Division	County	4001 Branch Center Rd	391	Dick Schanzenbach

**Table 1**

#### 4.0 Maintenance Program

Annual inspections and maintenance of the parking facilities are to be performed prior to the rainy season (beginning October 1 of each year).

#### 4.1 Inspections

Visual inspections of all parking facilities addressed by this program are conducted based on the following procedures:

- Inspected once per year prior to September 1 to ensure adequate time is available to complete maintenance activities prior to October 1;
- Performed to coincide with minimal usage of parking facilities and, if possible, during off hours;
- Visually inspect for the presence of potential stormwater pollutants;
- Document inspection findings and maintenance activities on the Parking Facility Inspection and Maintenance Form (Appendix A); and
- Maintain records of parking lot inspection and maintenance activities.

#### 4.2 Additional Inspections

A 10,000-gallon JPHV-30000 High Velocity Jensen Pre-Cast stormwater interceptor is located at the Fleet Services Division facility located in the parking lot at 4001 Branch Center Road. The interceptor was installed in 2006 and receives stormwater runoff from a three-acre parcel. The system is visually inspected three times a year by KriStar Enterprises Inc. and will be monitored for spent hydrocarbon mats and the presence of sediments. The interceptor will be maintained on an as needed basis.

#### 4.3 Maintenance Activities

Maintenance activities are based on field inspections and observations. Typical pollutants and maintenance actions are described in Table 2.

Pollutant	Maintenance Indicator	Action
<i>Automotive Fluids</i>	<ul style="list-style-type: none"><li>• Presence of free liquid, leaks, spills, drips, etc.</li></ul>	<ul style="list-style-type: none"><li>• Cleanup immediately with absorbent material.</li></ul>
	<ul style="list-style-type: none"><li>• Excessive/heavy buildup penetrated onto surface.</li></ul>	<ul style="list-style-type: none"><li>• Use mechanical dry methods to clean polluted surface prior to October 1.</li></ul>

<i>Sediment</i>	<ul style="list-style-type: none"> <li>Any observed.</li> </ul>	<ul style="list-style-type: none"> <li>Clean polluted surface prior to October 1. Identify and mitigate cause of sediment pollution.</li> </ul>
	<ul style="list-style-type: none"> <li>Stormwater Vault Interceptor</li> </ul>	<ul style="list-style-type: none"> <li>Remove sediment when average depth of six inches has been reached in the storm vault.</li> </ul>
<i>Trash/Litter</i>	<ul style="list-style-type: none"> <li>Any observed.</li> </ul>	<ul style="list-style-type: none"> <li>Remove pollutants prior October 1 and place in a covered trash bin.</li> <li>Ensure trash pickup is adequate and schedule more frequent pickups if needed.</li> </ul>

**Table 2**

### **4.3.1 Routine Maintenance**

Automotive Fluid Dry Clean-Up – Automotive fluids are to be cleaned up using dry cleaning methods such as granular absorbents, absorbent pads, rags, etc. Used absorbent materials are to be collected and properly disposed of. Used granular absorbent material is to be thoroughly swept up and disposed of on the same day that it was applied to the surface.

Minor Sweeping – Sweeping of minor amounts of sediment, polluted granular absorbent material and other pollutants are to be conducted as part of routine maintenance. Maintenance activities are to be scheduled to address sediment sources associated with eroded landscaped areas.

Trash Collection – Trash containers are to be provided at convenient locations to minimize littering at parking facilities. Trash is to be collected at intervals that minimize the amount of trash deposited. Trash bins exposed to rainfall are to be kept closed.

### **4.3.2 Scheduled Maintenance**

Facility Sweeping – Parking facilities with significant sediment and litter problems are to be removed prior to October 1. Folsom Steam Works (Contract #WA000022154) is contracted with DGS to use a dry method mechanical sweeper with a broom and vacuum.

Automotive Fluid-Contaminated Surfaces – Surfaces with heavy accumulations of automotive fluids that cannot be thoroughly cleaned using manual application of absorbent are to be cleaned using other methods. DGS has contracted with Folsom Steam

Works (Contract #WA000022154) to use a waterless rotating brush system with the use of dry absorbent. The recovered spent absorbent will be disposed of as a hazardous waste.

Landscape Maintenance – Unstable landscaped areas exposed to rainfall or irrigation water may be subject to erosion and be a source of sediment pollution. Sediment erosion will be investigated and the appropriate department will be contacted to correct the cause.

#### **4.4 Parking Lot Surface Repairs**

The following best management practices will be implemented during parking lot surface repairs:

- Pre-heat, transfer or load hot bituminous material away from storm drain inlets.
- Apply concrete, asphalt and seal coat during dry weather to prevent contamination of stormwater runoff.
- Cover and seal nearby storm drain inlets and manways before applying seal coat, slurry seal, etc. Leave covers in place until job is complete and until all water from emulsified oil sealants have drained or evaporated. Remove any debris surrounding covered manways and storm drains.
- Conduct routine sweeping for dust control. If water must be applied for dust control, protect storm drain inlets and prevent runoff from entering the drainage system.
- Place pans or absorbent material under paving equipment when not in use to catch drips and leaks.

#### **5.0 Education**

For educational awareness, all parking facility storm drain inlets will have a placard or be stenciled “No Dumping –Drains to River”.

#### **6.0 Annual Reporting**

DGS will document compliance activities for the previous fiscal year (July 1 through June 30) and submit an annual report to DWR, Stormwater Quality Program by August 1 of each year. Activities will be documented based on Table 3.

The following information will collected and submitted to DWR:

Number of Parking Facilities in Program	Number Inspected	Number Maintained						
		Trash	Sweeping		Automotive Fluids		Landscape	Total
			Hand	Machine	Manual Application	Mechanical Application		
<b>Amount expended on program during FY: \$</b>								

Table 3

## **7.0 Appendices**

## **Appendix A – Municipal Stormwater Permit Background**

The County of Sacramento (County) has a National Pollutant Discharge Elimination System (NPDES) permit that regulates storm discharges from drainage systems that are designed to bypass the pretreated combined sewer-stormwater system and flow directly to Waters of the State. We refer to this permit as the Municipal Separate Storm Sewer System Permit (MS4 Permit).

The County's MS4 Permit was issued in 1990 under Phase I stormwater permitting, at which time the Central Valley Regional Water Quality Control Board (RWQCB) adopted NPDES storm water permits for medium (serving a population between 100,000 and 250,000) and large (serving a population greater than 250,000) municipalities. Sacramento County was issued an MS4 permit jointly with the cities of Sacramento, Folsom and Galt. These permits are reissued upon expiration.

The most current version of the MS4 Permit was adopted on December 6, 2002 and expires on December 1, 2007. The cities of Citrus Heights, Elk Grove and Rancho Cordova have been added as co-permittees in this version of the MS4 Permit. The County Sheriff's Department currently provides police staffing for Citrus Heights (through June 30, 2006) and Rancho Cordova as well as stormwater quality services to these cities.

The MS4 Permit requires the County to develop and implement a stormwater management program with the goal of reducing the discharge of pollutants to the maximum extent practicable (MEP). MEP is the performance standard specified in Section 402(p) of the Clean Water Act.

The County's stormwater management program is described in the County's Stormwater Quality Improvement Plan (SQIP) that was submitted on July 1, 2003 to the RWQCB. The SQIP provides details of the County's stormwater management program and how the County intends to comply with the provisions of the MS4 Permit. The SQIP also describes what best management practices (BMPs) will be used to address certain program areas.

The MS4 Permit also requires that the County have adequate jurisdiction to prevent pollutant discharges to the storm drain system. Chapter 15.12 of County Code is the County's Stormwater Ordinance.

Activities conducted by, and facilities operated by, the County must comply with the Municipal Operations Element provisions of the MS4 Permit as well as the Stormwater Ordinance. The County of Sacramento, Department of Water Resources (DWR) has been tasked to ensure that Sacramento County complies with the MS4 Permit. The County's MS4 Permit can be downloaded at:

[http://www.waterboards.ca.gov/stormwtr/docs/sacramento\\_r5\\_2002\\_0206.pdf](http://www.waterboards.ca.gov/stormwtr/docs/sacramento_r5_2002_0206.pdf)

## **Appendix B – Parking Facility Inspection and Maintenance Form**

Parking Facility Inspection and Maintenance Form  
County of Sacramento

Date:		Inspector:	
Facility Name:			
Facility ID #:		Address:	
Facility Name:			
Included in program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Not sure? Use the checklist below:
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Is this parking facility owned and operated by the Department of General Services?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Is this parking facility exposed to rainfall?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Does this parking facility contain a minimum of 25 parking spaces?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Does runoff from this parking surface discharge to the storm drain system?
If the answer is yes to the four questions above, this parking facility must be included in this program.			
Facility Inspection:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Are onsite drain inlets labeled?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Are automotive fluids observed?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Are storm drains clean and functional?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Is sediment observed?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Is trash/litter observed?
If the answer is yes to any of the above questions, conduct routine maintenance activities and/or schedule for future maintenance prior to October 1.			
Maintenance Required:	Conducted while onsite	Scheduled	
	<input type="checkbox"/>	<input type="checkbox"/>	Drain inlets labeled – quantity ( _____ )
	<input type="checkbox"/>	<input type="checkbox"/>	Automotive fluid – dry cleaning methods
	<input type="checkbox"/>	<input type="checkbox"/>	Automotive fluid – pressure cleaning
	<input type="checkbox"/>	<input type="checkbox"/>	Sweeping - hand
	<input type="checkbox"/>	<input type="checkbox"/>	Sweeping – machine
	<input type="checkbox"/>	<input type="checkbox"/>	Landscape repairs
	<input type="checkbox"/>	<input type="checkbox"/>	Pick up trash/litter
Comments/Notes:			

## 8.0 Plates

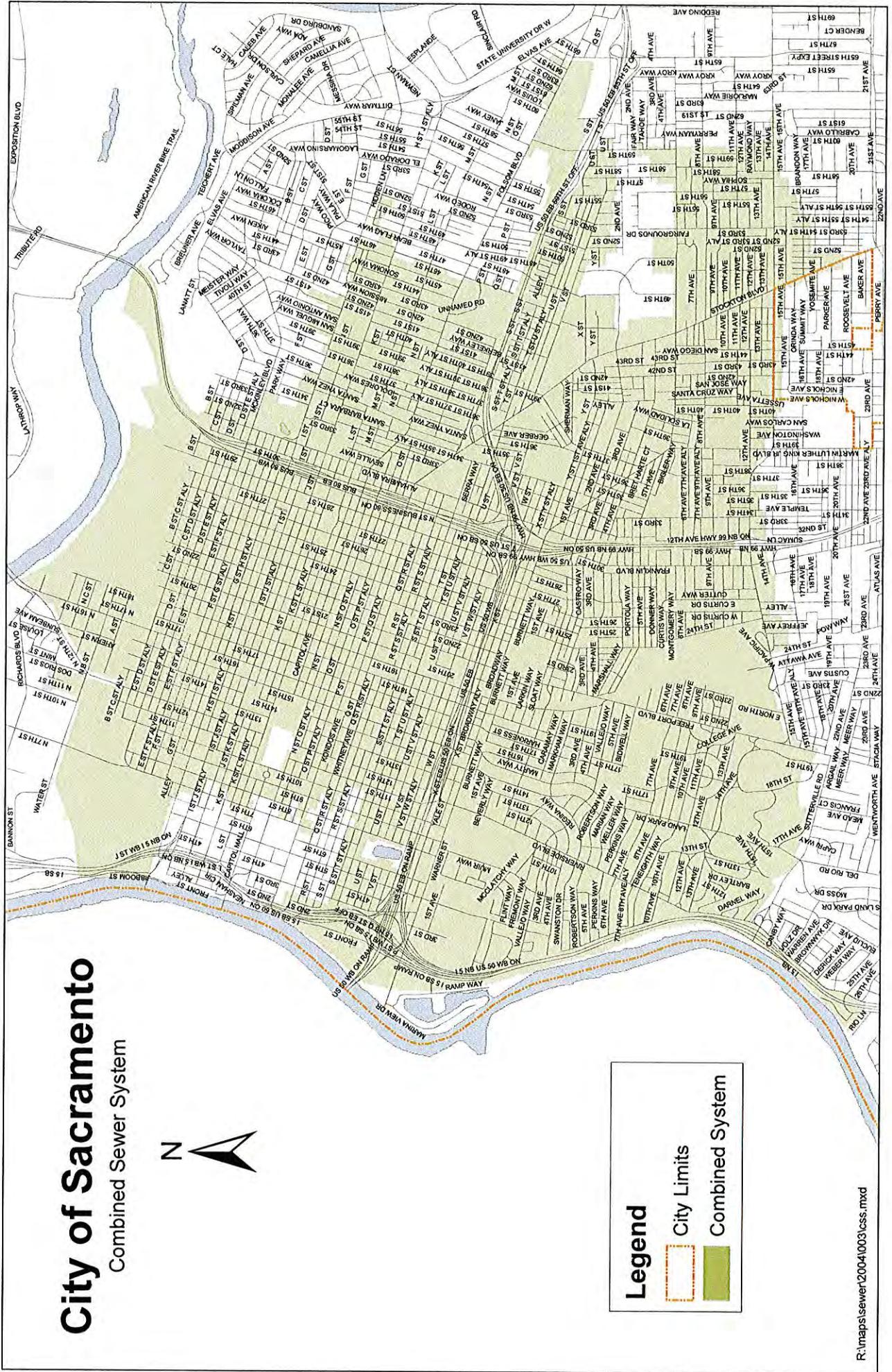
# City of Sacramento

Combined Sewer System



**Legend**

-  City Limits
-  Combined System







## **Parking Facilities Stormwater Management Program**

**Prepared by:**  
**Wendy Hoffspiegel**  
*Senior Environmental Coordinator*  
*Planning and Environment*  
*Sacramento County Airport System*

**September 26, 2008**

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D. Executive Airport Layout Plan	

## 1.0 Program Overview

The County of Sacramento's Municipal Separate Storm Sewer Systems (MS4) Permit (see Appendix A) requires inspection and maintenance procedures for County-owned parking facilities exposed to rainfall. The purpose of this requirement is to prevent the buildup of debris and excessive oil on parking lot surfaces. Pollutants such as oil, grease, and sediment can accumulate on parking lot surfaces. These pollutants may come in contact with rainfall or stormwater runoff and be carried to local creeks and rivers.

The Sacramento County Airport System (SCAS) owns, utilizes, or maintains parking facilities subject to this requirement. SCAS has developed and implemented the Parking Facilities Stormwater Management Program to meet the requirement. The purpose of this program is to implement procedures to reduce or eliminate the discharge of pollutants from SCAS parking facilities to our waterways.

The primary objectives of the Parking Facilities Stormwater Management Program is to:

- Conduct regular inspections of parking facilities to assess maintenance needs.
- Perform maintenance on parking facilities based on inspection observations to reduce source pollutants.

SCAS will document compliance activities for the previous fiscal year (July 1 through June 30) and submit an annual report to the County of Sacramento, Department of Water Resources (DWR), Stormwater Quality Program by August 1 of each year.

## 2.0 Program Administration

The SCAS Parking Facilities Stormwater Management Program is administered by the Planning and Environment Division and the Maintenance Division. The two divisions will provide oversight of the program and will be responsible for the following:

- Maintain and revise the program on as needed basis;
- Conduct annual visual inspections of all applicable parking lots;
- Coordinate maintenance activities;
- Document compliance activities and submit an annual report; and
- Act as an educational resource and provide guidance to SCAS employees and tenants.

## 2.1 Contact Information

Program documents, compliance records, and annual reports are maintained by the following:

Division	Contact
Planning and Environment	Wendy Hoffspiegel Senior Environmental Coordinator 6900 Airport Blvd. Sacramento, CA 95837 (916) 874-0685
Maintenance	David Ramme Highway Maintenance Supervisor 7207 Earhart Dr. Sacramento, CA 95837 (916) 874-0731

## 3.0 Parking Facilities Criteria

Parking facilities meeting the following criteria are included in the program:

- SCAS owned, utilized, or maintained;
- Exposed to rainfall;
- Temporary parking or storage of motor vehicles;
- Contains a minimum of 5,000 square feet (or with 25 or more parking spaces); and
- Stormwater runoff from the facility discharges to the storm drainage system.

Airports in SCAS' jurisdiction include Sacramento International Airport, Mather Airport, Executive Airport, and Franklin Field. SCAS is also contracted to operate and maintain the airfield portion of McClellan Air Park. Although Mather Airport is owned by the US Air Force, and Executive Airport is owned by the City of Sacramento, SCAS has decided to include them in their Parking Facilities Stormwater Management Program since they are utilized and maintained by SCAS. Parking facilities listed in Appendix B meet the above criteria and are included in the program. There are over 17,000 parking spaces in the SCAS Parking Facilities Stormwater Management Program.

The program does not include:

- Leased facilities and associated areas;
- Unpaved parking lots consisting of gravel (no asphalt or concrete)
- Covered parking lots (covered levels of parking garage)
- Parking lots closed (temporarily or permanently) due to construction activity;
- Paved areas used for storage of equipment; and
- Facilities where stormwater runoff does not discharge to the storm drainage system.

## **4.0 Inspection and Maintenance Program**

Annual inspections and maintenance of the parking facilities are to be performed prior to the rainy season (beginning October 1 of each year).

### **4.1 Inspections**

The following procedures shall be followed when conducting parking facility inspections:

- All parking lots meeting the criteria are inspected for stormwater compliance annually and maintenance will be conducted prior to October 1, the beginning of the rainy season.
- Schedule inspections to coincide with minimal usage of parking facilities and, if possible, during off hours. (Note that due to the nature of airports with travelers parking for extended periods of time and airport employees onsite throughout the day and night, most of the parking lots are occupied by vehicles 24 hours a day, 7 days per week, 365 days per year.)
- Inspect parking surfaces for the presence of potential stormwater pollutants. Take appropriate action based on the guidance provided in Table 1.
- Complete the Parking Facility Inspection and Maintenance Form (Appendix C) to document inspection findings and maintenance activities.
- Maintain records of parking lot inspection and maintenance activities, including oil/water separators and sediment traps.

#### **4.1.1 Inspections of Oil/Water Separators and Sediment Traps**

At the Sacramento International Airport, the storm drain system for some of the parking lots flow into oil/water separators or sediment traps. These systems are pumped-out at least one time a year before the rainy season.

### **4.2 Maintenance Activities**

Maintenance activities are based on field inspections and observations. Typical pollutants and maintenance actions are described in Table 1.

Table 1		
Pollutant	Maintenance Indicator	Action
<i>Automotive Fluids</i>	<ul style="list-style-type: none"> <li>• Presence of free liquid, leaks, spills, drips, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Cleanup immediately with absorbent material.</li> </ul>
	<ul style="list-style-type: none"> <li>• Excessive/heavy buildup penetrated onto surface.</li> </ul>	<ul style="list-style-type: none"> <li>• Use mechanical dry methods to clean polluted surface prior to October 1.</li> </ul>
<i>Sediment</i>	<ul style="list-style-type: none"> <li>• Any observed.</li> </ul>	<ul style="list-style-type: none"> <li>• Sweep-up sediment prior to October 1. Identify and mitigate cause of sediment pollution.</li> </ul>
	<ul style="list-style-type: none"> <li>• Stormwater Oil/Water Separators and Sediment Traps</li> </ul>	<ul style="list-style-type: none"> <li>• Remove sediment when average depth of six inches has been reached in the storm vault.</li> </ul>
<i>Trash / Litter</i>	<ul style="list-style-type: none"> <li>• Any observed.</li> </ul>	<ul style="list-style-type: none"> <li>• Remove pollutants prior October 1 and place in a covered trash bin.</li> <li>• Ensure trash pickup is adequate and schedule more frequent pickups if needed.</li> </ul>
<i>Leaves / Landscape Debris</i>	<ul style="list-style-type: none"> <li>• Any observed</li> </ul>	<ul style="list-style-type: none"> <li>• Sweep-up prior to October 1.</li> </ul>

#### 4.2.1 Routine Maintenance

Automotive Fluid Contaminated Surfaces – Automotive fluids are to be cleaned up using dry cleaning methods such as granular absorbents, absorbent pads, rags, etc. Used absorbent materials are to be collected and properly disposed of. Used granular absorbent material is to be thoroughly swept up and disposed of on the same day that it was applied to the surface. The recovered spent absorbent will be disposed of as a hazardous waste.

Street Sweeping – SCAS owns and operates its own street sweeping machines. Street sweeping machines are routinely used in the parking lots to remove litter, sediment, and vegetation. The spoils are deposited into the street sweeper dump stations located at Sacramento International Airport and Mather Airport.

Trash/Litter Collection – Trash containers are provided at convenient locations to minimize littering at parking facilities. Trash bins exposed to rainfall are to be kept

closed. Litter is picked-up daily by AMPCO in the parking lots at the Sacramento International Airport. Litter is picked-up on an as-needed basis at Mather and Executive Airports.

#### **4.2.2 Scheduled Maintenance**

Automotive Fluid-Contaminated Surfaces – Surfaces with heavy accumulations of automotive fluids that cannot be thoroughly cleaned using manual application of absorbent are to be cleaned using other methods. The recovered material will be disposed of as a hazardous waste.

Street Sweeping – Parking facilities with significant sediment, vegetation, and litter problems are to be swept prior to October 1.

Landscape Maintenance – Unstable landscaped areas exposed to rainfall or irrigation water may be subject to erosion and be a source of sediment pollution. Sediment erosion will be investigated and the cause corrected.

Oil/Water Separators and Sediment Traps – The oil/water separators and sediment traps at the Sacramento International Airport are pumped-out at least one time per year before the rainy season.

#### **4.3 Parking Lot Surface Repairs**

The following best management practices will be implemented during parking lot surface repairs:

- Pre-heat, transfer or load hot bituminous material away from storm drain inlets.
- Apply concrete, asphalt and seal coat during dry weather to prevent contamination of stormwater runoff.
- Cover and seal nearby storm drain inlets and manways before applying seal coat, slurry seal, etc. Leave covers in place until job is complete and until all water from emulsified oil sealants have drained or evaporated. Remove any debris surrounding covered manways and storm drains.
- Conduct routine sweeping for dust control. If water must be applied for dust control, protect storm drain inlets and prevent runoff from entering the drainage system.
- Place pans or absorbent material under paving equipment when not in use to catch drips and leaks.

## 5.0 Education

For educational awareness, parking facility storm drain inlets in tenant areas and SCAS operational areas will either be paint stenciled with the statement “No Dumping! Flows to River” or have a placard “No Dumping –Drains to River.” Although tenant areas are not a part of the parking facilities stormwater management program, SCAS believes that the most benefit would be realized in providing educational information in the tenant areas and SCAS operational areas rather than the traveler and employee parking lots. The storm drain inlets within any of the gravel parking lots will not be able to be paint stenciled or have a placard since the surface is comprised of loose material that neither the paint nor placard would permanently adhere to.

## 6.0 Annual Reporting

SCAS will document compliance activities for the previous fiscal year (July 1 through June 30) and submit an annual report to DWR, Stormwater Quality Program by August 1 of each year. Activities will be documented based on Table 2.

Table 2								
Number of Parking Facilities in Program	Number Inspected	Number Maintained						Total
		Trash	Sweeping		Automotive Fluids		Landscape	
			Hand	Machine	Manual Application	Mechanical Application		
Record of cleanout of oil/water separators and sediment traps								

## 7.0 Appendices

### Appendix A

#### Municipal Stormwater Permit Background

The County of Sacramento (County) has a National Pollutant Discharge Elimination System (NPDES) permit that regulates storm discharges from drainage systems that are designed to by-pass the pretreated combined sewer-stormwater system and flow directly to Waters of the State. We refer to this permit as the Municipal Separate Storm Sewer System Permit (MS4 Permit).

The County's MS4 Permit was issued in 1990 under Phase I stormwater permitting, at which time the Central Valley Regional Water Quality Control Board (RWQCB) adopted NPDES storm water permits for medium (serving a population between 100,000 and 250,000) and large (serving a population greater than 250,000) municipalities. Sacramento County was issued an MS4 permit jointly with the cities of Sacramento, Folsom and Galt. These permits are reissued upon expiration.

The most current version of the MS4 Permit was adopted on December 6, 2002 and expires on December 1, 2007. The cities of Citrus Heights, Elk Grove and Rancho Cordova have been added as co-permittees in this version of the MS4 Permit. The County Sheriff's Department currently provides police staffing for Citrus Heights (through June 30, 2006) and Rancho Cordova as well as stormwater quality services to these cities.

The MS4 Permit requires the County to develop and implement a stormwater management program with the goal of reducing the discharge of pollutants to the maximum extent practicable (MEP). MEP is the performance standard specified in Section 402(p) of the Clean Water Act.

The County's stormwater management program is described in the County's Stormwater Quality Improvement Plan (SQIP) that was submitted on July 1, 2003 to the RWQCB. The SQIP provides details of the County's stormwater management program and how the County intends to comply with the provisions of the MS4 Permit. The SQIP also describes what best management practices (BMPs) will be used to address certain program areas.

The MS4 Permit also requires that the County have adequate jurisdiction to prevent pollutant discharges to the storm drain system. Chapter 15.12 of County Code is the County's Stormwater Ordinance.

Activities conducted by, and facilities operated by, the County must comply with the Municipal Operations Element provisions of the MS4 Permit as well as the Stormwater Ordinance. The Sacramento County Airport System has been tasked to ensure that Sacramento County complies with the MS4 Permit. The County's MS4 Permit can be downloaded at:

[http://www.waterboards.ca.gov/stormwtr/docs/sacramento\\_r5\\_2002\\_0206.pdf](http://www.waterboards.ca.gov/stormwtr/docs/sacramento_r5_2002_0206.pdf)

## Appendix B

<b>SCAS Parking Lot Inventory- 2008</b>			
<b>AIRPORT</b>	<b>LOT # / NAME</b>	<b>LOT LOCATION</b>	<b># PARKING SPACES</b>
International	Lot 1	Hourly B Lot	135
	Lot 2	Hourly B Lot	251
	Lot 3	Hourly B Lot	216
	Lot 4	Hourly B Lot	149
	Lot 5	Hourly B Lot	238
	Lot 6	Hourly B Lot	271
	Lot 7	Hourly B Lot	113
	Lot 8	Daily B Lot	273
	Lot 9	Daily B Lot	561
	Lot 10	Daily B Lot	412
	Lot 11	Daily B Lot	1581
	Lot 12 Solar parking lot	Employee Lot	161 (closed for TMP construction 6/15/08)
	West employee lot	West Employee Lot	679 → 500 (TMP construction)
	Lot 19 Parking garage	roof (level 6)	885
	Lot 20	Daily A Lot	2815
	Lot 21	Daily A Lot	
	Lot 32	Employee Lot (between Admin & T-A)	107 → 13 (TMP construction)
	Lot 40	Economy Lot	1443
	Lot 41	Economy Lot	1364
	Lot 42	Economy Lot	2887
	Lot 43	Economy Lot	964
	Lot 44	Economy Lot	977
	Lot 50	Employee Lot	50
	Lot 51	Employee Lot	729
	Administration lot	Next to Admin. Bldg.	< 25 parking spaces
	General Aviation Lot FAA FIFO CESNA UAC Sky Chefs ARCO AM/PM Post Office (portion)		NA leased space utilized by SCAS tenants
	Post Office	Western portion of lot	> 25 parking spaces (as of Oct. 31, 2008)
	Air cargo lots	Landside	> 25 parking spaces
	Host Hotel lot		Closed July 31, 2008 for hotel demolition
	Car rental terminal lot		< 25 parking spaces
Taxicab / SuperShuttle lot		> 25 parking spaces	

	Shuttle bus parking lot		> 25 parking spaces
	Parks Maintenance Office		> 25 parking spaces
	East vault		> 25 parking spaces
	Terminal A toll plaza	Employee Lot	> 25 parking spaces
	Employee lot at Maintenance	Airfield- by wash rack and fueling station	> 25 parking spaces
	Airfield Maintenance building lot	Airfield- between buildings	> 25 parking spaces
	Surplus lot- equipment and vehicle storage	Airfield- outside security fence	> 25 parking spaces
	ARFF lot	Airfield	< 25 parking spaces
Mather	Administration lot	3745 Whitehead St.	> 25 parking spaces
	General Aviation Terminal	West of admin bldg	> 25 parking spaces
	Hanger 4677	East of admin bldg	> 25 parking spaces
	Hanger 4260	Inaccessible due to construction activity	> 25 parking spaces
	Equipment maintenance shop	10157 Missile Way	< 25 parking spaces
	Airfield maintenance shop	10321 Truemper Way (east side of building)	< 25 parking spaces
Executive	Lot for terminal building	6151 Freeport Blvd	> 25 parking spaces
	North parking lot	6151 Freeport Blvd	> 25 parking spaces
	South parking lot	6151 Freeport Blvd	> 25 parking spaces
Franklin		12480 Bruceville Rd.	< 25 parking spaces
McClellan	Parking facilities are not part of SCAS' operation and maintenance jurisdiction		

## Appendix C



### Parking Facility Inspection and Maintenance Form Sacramento County Airport System

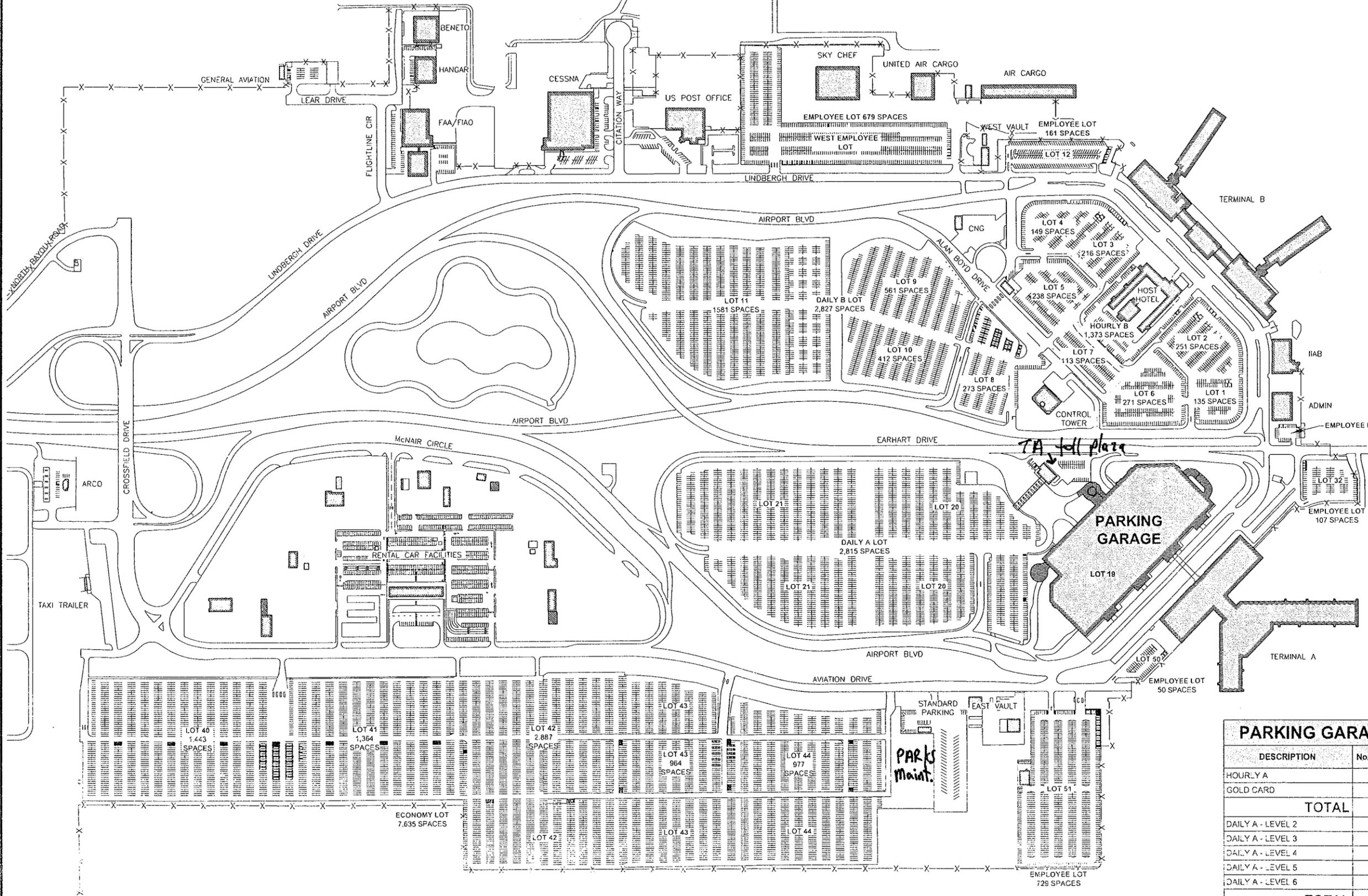
Date / Inspector(s):				
Airport Name:				
Parking Lot Name / Location:				
Address (if applicable):				
Facility Inspection and Maintenance:		Conduct maintenance activities prior to October 1 <sup>st</sup>		
		Maintenance conducted while onsite	Date Maintenance Scheduled	Date Maintenance Completed
1) Are automotive fluid spots observed on the parking lot?	<input type="checkbox"/> No			
	<input type="checkbox"/> Yes			
2) Is sediment observed on the parking lot?	<input type="checkbox"/> No			
	<input type="checkbox"/> Yes			
3) Is trash/litter observed on the parking lot?	<input type="checkbox"/> No			
	<input type="checkbox"/> Yes			
4) Are leaves/landscape clippings blocking any of the storm drain inlets?	<input type="checkbox"/> No			
	<input type="checkbox"/> Yes			
5) Are any storm drain inlets clogged or nonfunctional?	<input type="checkbox"/> No			
	<input type="checkbox"/> Yes Quantity _____			
Comments/Notes:				

## 8.0 Figures

- A. Sacramento International Airport Parking Lot Layout Plan
- B. Sacramento International Airport—Location of Oil/Water Separators
- C. Mather Airport Layout Plan
- D. Executive Airport Layout Plan



File: W:\AUTOCAD\master\parking\pkng\pkng layout (Exhibit) Updated: 8/20/07 Printed: 8/20/07-2:57pm By: MoultonK



PARKING GARAGE	
DESCRIPTION	No. SPACES
HOURLY A	530
GOLD CARD	252
<b>TOTAL</b>	<b>882</b>
DAILY A - LEVEL 2	880
DAILY A - LEVEL 3	895
DAILY A - LEVEL 4	882
DAILY A - LEVEL 5	885
DAILY A - LEVEL 6	885
<b>TOTAL</b>	<b>4,417</b>



SACRAMENTO INTERNATIONAL AIRPORT

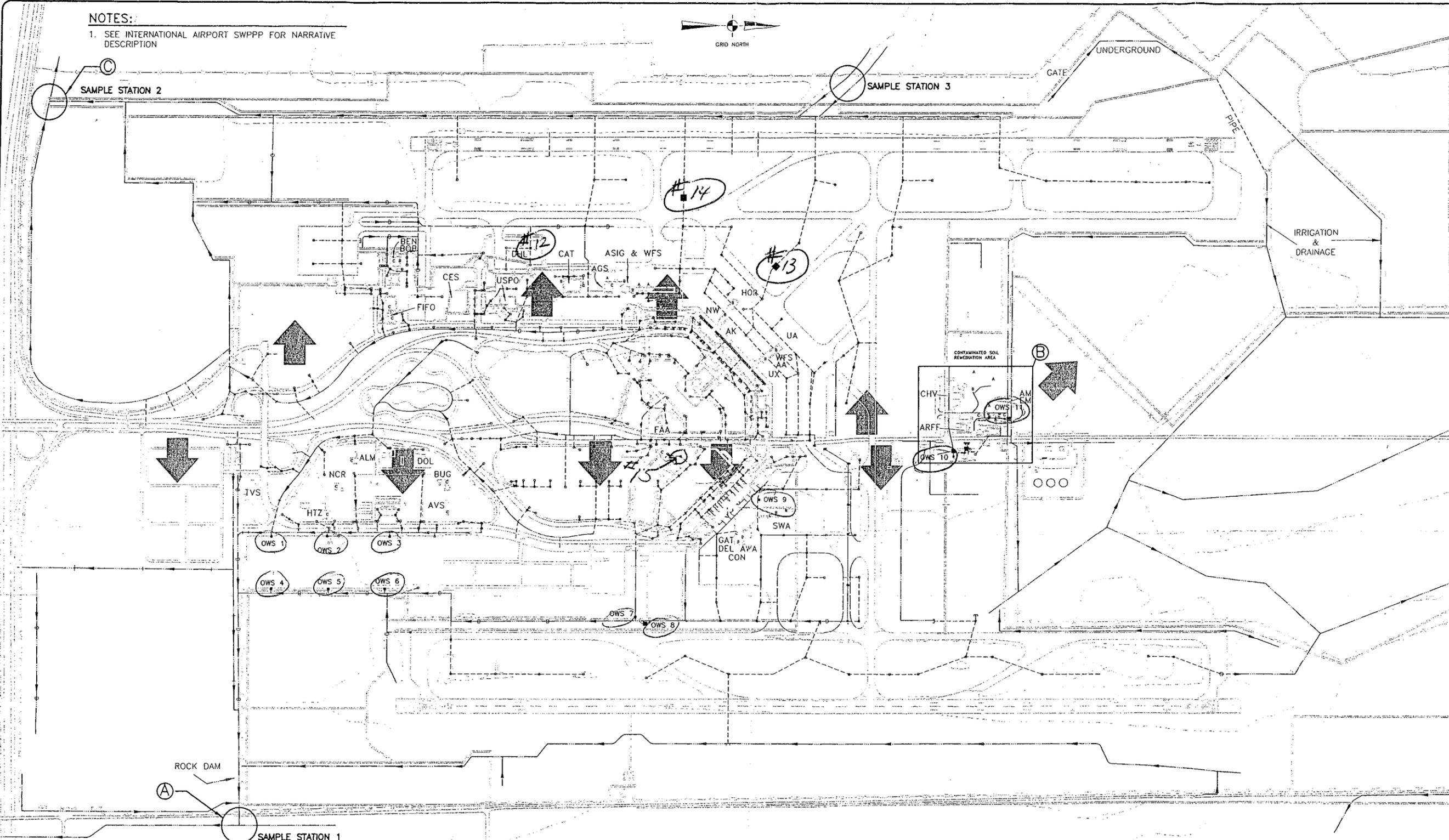
AIRPORT PARKING LOT LAYOUT PLAN

DRAWING:	PKNG LAYOUT	DRAWN BY:	
SHEET:	1	DATE:	8/16/2007
		SCALE:	N.T.S.



**NOTES:**

1. SEE INTERNATIONAL AIRPORT SWPPP FOR NARRATIVE DESCRIPTION



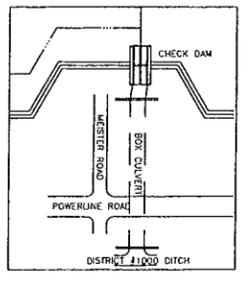
NO.	DATE	BY	DESCRIPTION

SACRAMENTO INTERNATIONAL AIRPORT

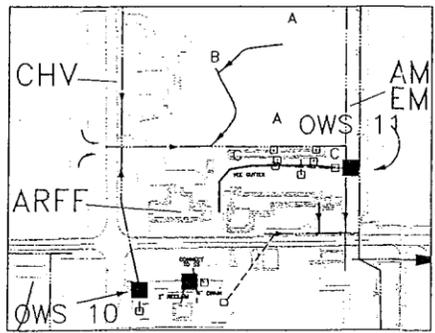
SWPPP SITE MAP  
FIGURE 2

File: W:\AUTOCAD\Project\sw\NPDES\Swppp1 (Layout1) Updated: 12/28/05 Printed: 1/3/06-2:21pm By: WilsonDS

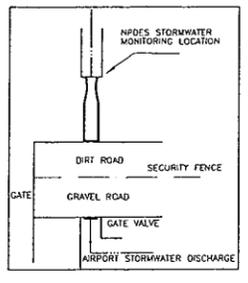
LEGEND - SYMBOLS	
	AIRPORT PROPERTY LINE
	DRAINAGE DITCH
	DRAINAGE DROP INLET
	DRAINAGE CULVERT
	DRAINAGE CULVERT OUTFALL
	OIL/WATER SEPARATOR
A =	PRODUCTS STORED OUTSIDE
B =	PRODUCTS STORED COVERED IN AN AREA OUTSIDE
C =	PRODUCTS STORED INSIDE



DETAIL A



DETAIL B

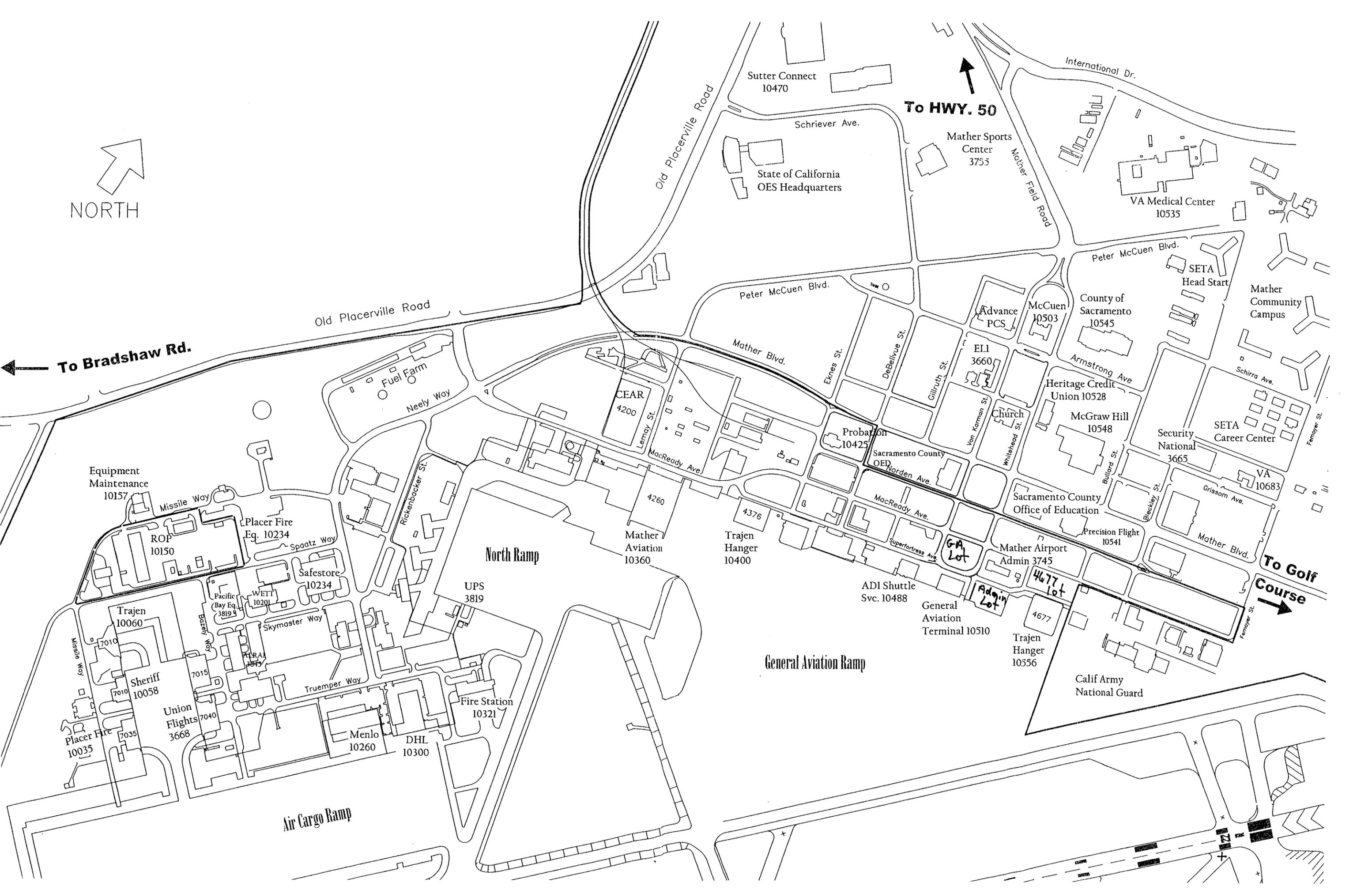


DETAIL C

ABBREVIATIONS	
AA	= AMERICAN AIRLINES
AGS	= AIRLINE GROUND SUPPORT
AK	= ALASKA AIRLINES
ALM	= ALMO RENT-A-CAR
AM	= AIRFIELD MAINTENANCE
ARFF	= AIR RESCUE AND FIRE FIGHTING
ASIG	= AIRLINE SERVICES INTERNATIONAL GROUP
AVS	= AVIS RENT-A-CAR
AWA	= AMERICA WEST AIRLINES
BEN	= BENETO INC.
BOB	= BOB FRINK / SACRAMENTO JET
BUG	= BUDGET RENT-A-CAR
CAT	= SKY CHEF
CES	= CESSNA / CITATION
CHV	= CHEVRON PRODUCTS COMPANY
CON	= CONTINENTAL AIRLINES
DEL	= DELTA AIRLINES
DHL	= DHL AIRWAYS
DOL	= DOLLAR RENT-A-CAR
EM	= EQUIPMENT MAINTENANCE
FAA	= FAA SACRAMENTO NAV/COMM
FIFO	= FAA FLIGHT INSPECTION OFFICE
GAT	= G.A.T. AIRLINE GROUND SUPPORT
HOR	= HORIZON AIR
HTZ	= HERTZ RENT-A-CAR
NCR	= NATIONAL RENT-A-CAR
NW	= NORTHWEST AIRLINES
SWA	= SOUTHWEST AIRLINES
TVS	= TAXI/VAN STAGING
UA	= UNITED AIRLINES
USPO	= UNITED STATES POST OFFICE
UX	= UNITED EXPRESS (SKYWEST AIRLINES)
WFS	= WORLDWIDE FLIGHT SERVICES

LINE IS 2 INCHES AT FULL SIZE (IF NOT 2" SCALE ACCORDINGLY)
SCALE: 1" = 500'
SHEET NO. OF





Sutter Connect  
10470

State of California  
OES Headquarters

Mather Sports  
Center  
3755

VA Medical Center  
10535

Peter McCuen Blvd.

Peter McCuen Blvd.

County of  
Sacramento  
10545

SETA  
Head Start

Mather  
Community  
Campus

Old Placerville Road

Mather Blvd.

Advance  
PCS

McCuen  
10503

ELI  
3660

Armstrong Ave

Heritage Credit  
Union 10528

McGraw Hill  
10548

Security  
National  
3665

SETA  
Career Center

Neely Way

CEAR  
4200

Probation  
10425

Sacramento County  
OED

Church

McGraw Hill  
10548

Security  
National  
3665

VA  
10683

Equipment  
Maintenance  
10157

Missile Way

Placer Fire  
Eq. 10234

ROP  
10150

Spatz Way

Safestore  
10234

North Ramp

Mather  
Aviation  
10360

Trajen  
Hanger  
10400

Norden Ave.

Sacramento County  
Office of Education

Precision Flight  
10541

Mather Blvd.

To Golf  
Course

Trajen  
10060

Pacific  
Bay Eq.  
3819

WETT  
10201

Safestore  
10234

UPS  
3819

4260

4376

ADI Shuttle  
Svc. 10488

General  
Aviation  
Terminal 10510

Mather Airport  
Admin 3745

4677 lot

4677

Trajen  
Hanger  
10556

Calif Army  
National Guard

7010

7015

7040

Sheriff  
10058

Union  
Flights  
3668

Truemper Way

Fire Station  
10321

Menlo  
10260

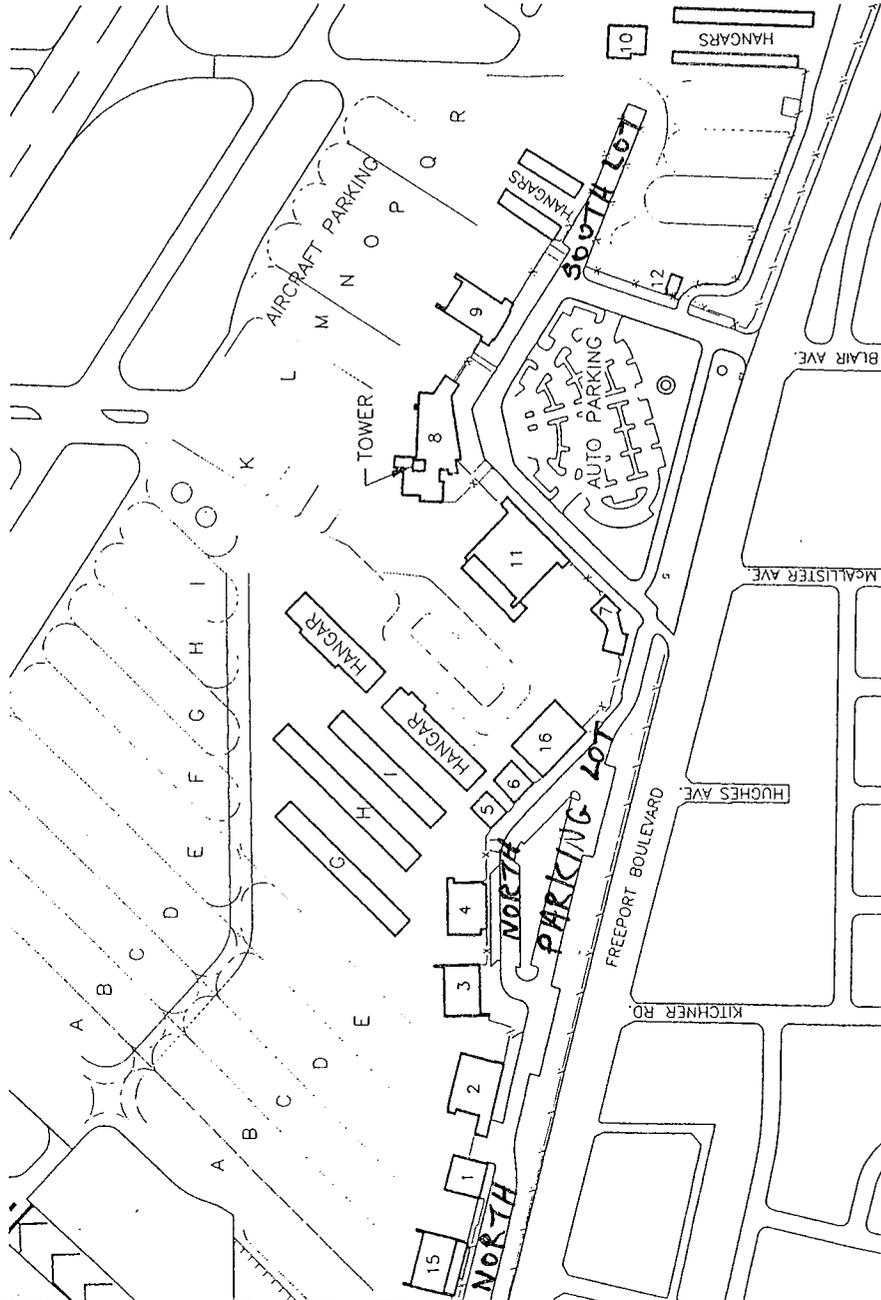
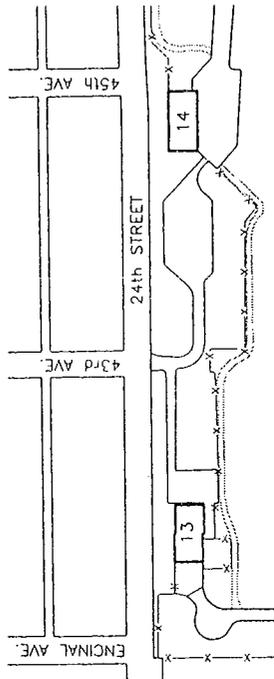
DHL  
10300

Air Cargo Ramp

General Aviation Ramp

Calif Army  
National Guard





DATA LEGEND	
FACILITY LABEL	COMMERCIAL TENANT
10319	1 CALIFORNIA FISH AND GAME
10318	2 SACRAMENTO AVIATION MANAGEMENT HIRE AIR CHARTER NEXIS SOLUTIONS HANNAN AVIATION LTD
10317	3 IVAN AIR CONZALES INTERIOR UPHOLSTERY TSQ SOLUTIONS
10316	4 CARTWRIGHT AERIAL SURVEYS
10315	5 VACANT
10324	6 SACRAMENTO EXECUTIVE HELICOPTERS AIRLINE TRANSPORT PROFESSIONALS (ATP) KCRA 3 FLIGHT OPERATIONS KXTV 10 FLIGHT OPERATIONS MYER PACIFIC INSURANCE
10301	7 SACRAMENTO JET CENTER (PATCO) TOWER AVIATION SERVICES LLC HERTZ AUTO RENTAL PROLOGIC COMMUNICATIONS RALEY'S FLIGHT OPERATIONS SUNSET AVIATION PINSHEET.COM
10323	8 SERCO AIR TRAFFIC CONTROL TOWER CFI AVIATORS RESTAURANT AMERICAN AERIAL MAPPING SKYWALK EXECUTIVE FLYERS REACH
10302	9 EXECUTIVE AIR REPAIR
10337	10 AIRBORNE ELECTRONICS
10303	11 SACRAMENT JET CENTER HANGAR (PATCO) CHP FLIGHT OPERATIONS AXIS JET MANAGEMENT
10326	12 SHERIFF'S AIR SQUADRON
10333	13 RADMAN AERIAL SURVEYS
10312	14 SACRAMENTO CITY COLLEGE (A&P)
10349	15 EXECUTIVE AUTOPILOTS BUILDING
10350	16 SACJET HANGAR

**SACRAMENTO EXECUTIVE AIRPORT  
COMMERCIAL TENANTS**

DRAWING:	EXH-FAC-TENANT-DIR
DRAWN BY:	MOULTONK
DATE:	5/18/05
SHEET:	1
SCALE:	N.T.S.



# Stormwater Best Management Practices for SACRAMENTO COUNTY AIRCRAFT RESCUE FIRE FIGHTING

The purpose of this plan is to identify Best Management Practices (BMPs) to be implemented by the Sacramento County Aircraft Rescue Fire Fighting (ARFF). These BMPs are required by Provisions 10i and 10j of the Sacramento County Municipal Stormwater Permit (Stormwater Permit) issued by the California Regional Water Quality Control Board, Central Valley Region. The Stormwater Permit requires the County to develop a response plan that minimizes the impacts of non-emergency fire fighting flows to the environment, as well as BMP implementation to the extent that measures do not compromise public health and safety during an emergency response.

The Sacramento County Department of Water Resources Stormwater Quality Section in cooperation with ARFF has developed this document to provide BMP guidance to ARFF personnel related to management of stormwater discharges commonly associated with emergency and non-emergency activities.

These BMPs are intended to minimize the discharges of pollutants to the municipal separate storm sewer system (MS4) associated with fire prevention, firefighting, fire training, emergency scene spills or discharges during fire facility maintenance activities. Guidance is provided in the form of recommended BMPs.

## SERVICES PROVIDED OR ACTIVITIES CONDUCTED BY ARFF

Facility Name	Facility Address	Services Provided
Sacramento International Airport Station 98	7201 Earheart Dr.	All Risk
Mather Station 99	10321 Truemper Way	ARFF Only

## ACTIVITY BEST MANAGEMENT PRACTICES

<b>General</b>	<ul style="list-style-type: none"> <li>• Educate staff that only clean rainwater is allowed to be discharged to the storm drain system. Go to <a href="http://www.sactostormwater.org">www.sactostormwater.org</a> for educational materials.</li> <li>• Be familiar with the locations of storm drain inlets and spill kits at your facility.</li> <li>• Understand allowable non-stormwater discharges (listed at end of document).</li> </ul>
<b>Fire Fighting &amp; Emergency Response</b>	<ul style="list-style-type: none"> <li>• Discharges occurring during emergency fire fighting activities (i.e. flows necessary for the protection of life and property) do not require BMPs and are not prohibited from entering the storm drain system.</li> <li>• Once a response transitions from an emergency situation to a cleanup operation, and once the immediate threat to public health and safety have been mitigated, any wastewater generated must be directed to land or otherwise contained for proper disposal. Any firefighting foam or chemicals used shall be vacuumed or otherwise cleaned up.</li> <li>• The use of water during cleanup operations shall be minimized.</li> </ul>
<b>Training Activities</b>	<ul style="list-style-type: none"> <li>• Be aware of storm drain inlets during fire and chemical training activities. Protect the drain inlets by preventing sediment and other pollutants from entering drain inlets.</li> <li>• Live and simulated fire training should be conducted in facilities where runoff controls protecting the storm drain system have been engineered and built into the facility.</li> <li>• Divert training water to soil or landscaped areas whenever possible. Be sure not to overflow the landscaped area and cause sediment polluted water discharges.</li> <li>• Prevent the discharge of foam or other additives to the storm drains, creeks, roadside ditches or any other portions of the storm drain conveyance system.</li> </ul>
<b>Fire Extinguishers</b>	<ul style="list-style-type: none"> <li>• During fire extinguisher training collect any residual over-spray deposits and</li> </ul>

	dispose of properly.
<b>ARFF Vehicle &amp; Extinguisher Agent Testing</b>	<ul style="list-style-type: none"> <li>• Avoid discharging Aqueous Film Forming Foam (AFFF) to the storm drain system and dispose of the water to the sanitary sewer system (with the permission of you local sanitary sewer district), soil or landscaped area.</li> <li>• Performing dry agent test in area where material can be collected and disposed of properly.</li> <li>• Be aware of near by drain inlets and prevent entry of any extinguisher test flows.</li> </ul>
<b>Vehicle &amp; Equipment Repair</b>	<ul style="list-style-type: none"> <li>• Perform maintenance or repair work inside only.</li> <li>• If repairs are conducted outdoors due to emergency situations, have drip pans and absorbent readily available.</li> <li>• Fix leaks immediately and store vehicle or equipment indoors until repair can be performed.</li> <li>• If leaking equipment or vehicles can not be stored indoors, utilize drip pans to contain the leak and prevent storm water contact with tarps during the rainy season.</li> </ul>
<b>Fueling</b>	<ul style="list-style-type: none"> <li>• Require that the person doing the fueling remain present during the entire fueling operation.</li> <li>• When fueling equipment in the field, use a funnel or containers with pour spouts to prevent spills.</li> <li>• Be aware of near by drain inlets and spill flow direction.</li> </ul>
<b>Vehicle Washing</b>	<ul style="list-style-type: none"> <li>• Wash vehicles only in a specifically designated wash area that drains to the sanitary sewer.</li> </ul>
<b>Good Housekeeping Practices</b>	<ul style="list-style-type: none"> <li>• Do not hose down or pressure wash outdoor areas, waste storage areas or structures. Dry cleanup methods such as sweeping should be used. Cases where the use of water is necessary, wastewater should be collected and disposed of into the sanitary sewer or discharged to a landscaped area if in small quantities and not heavily polluted.</li> <li>• Do not store or dispose of any liquids or other materials outside. Any materials stored outdoors must be prevented from contacting and polluting stormwater. This may include covering materials with a tarp or within secondary containment under a roof structure.</li> <li>• Keep dumpster lids closed in order to prevent storm water contact and replace dumpster if lids are broken or missing.</li> </ul>

### **ALLOWABLE NON-STORMWATER DISCHARGES**

Pursuant to 40 CFR 122.26(b)(2)(iv)(B)(1), the following categories of non-stormwater discharges need only be prohibited from entering an municipal separate storm sewer system if such categories of discharges are identified by the Permittee as a source of pollutants to waters of the United States:

- |  |  |
|--|--|
| a. Diverted Stream Flows                                       | b. Rising ground waters                      |
| c. Uncontaminated ground water infiltration                    | d. Uncontaminated pumped ground water        |
| e. Foundation drains   | f. Springs                                   |
| g. Water from crawl space pumps                                | h. Footing drains                            |
| i. Air conditioning condensation                               | j. Flows from riparian habitats and wetlands |
| k. Water line flushing   | l. Lawn and landscape irrigation             |
| m. Planned / unplanned discharges from potable water sources   | n. Irrigation water                          |
| o. Individual residential car washing                          | p. De-chlorinated swimming pool water        |
| q. Discharges or flows from emergency fire fighting activities |  |

However, the allowance of the above categories of discharges is conditional upon the fact that said discharges do not contain, nor contribute to, pollutant discharges. For example, water line flushing is listed above. If the water line is flushed onto an unpaved surface and erodes sediment into the storm drain system, this would be prohibited. Likewise, if water is directed onto a paved surface that contains surficial pollutants, this, too, would be prohibited. The surface would have to be thoroughly cleaned prior to discharging.

**County of Sacramento  
Municipal Services Agency  
Department of Water Resources**



**DETENTION BASIN  
MAINTENANCE**

**Drainage Maintenance Engineering**

Revised: April 2009

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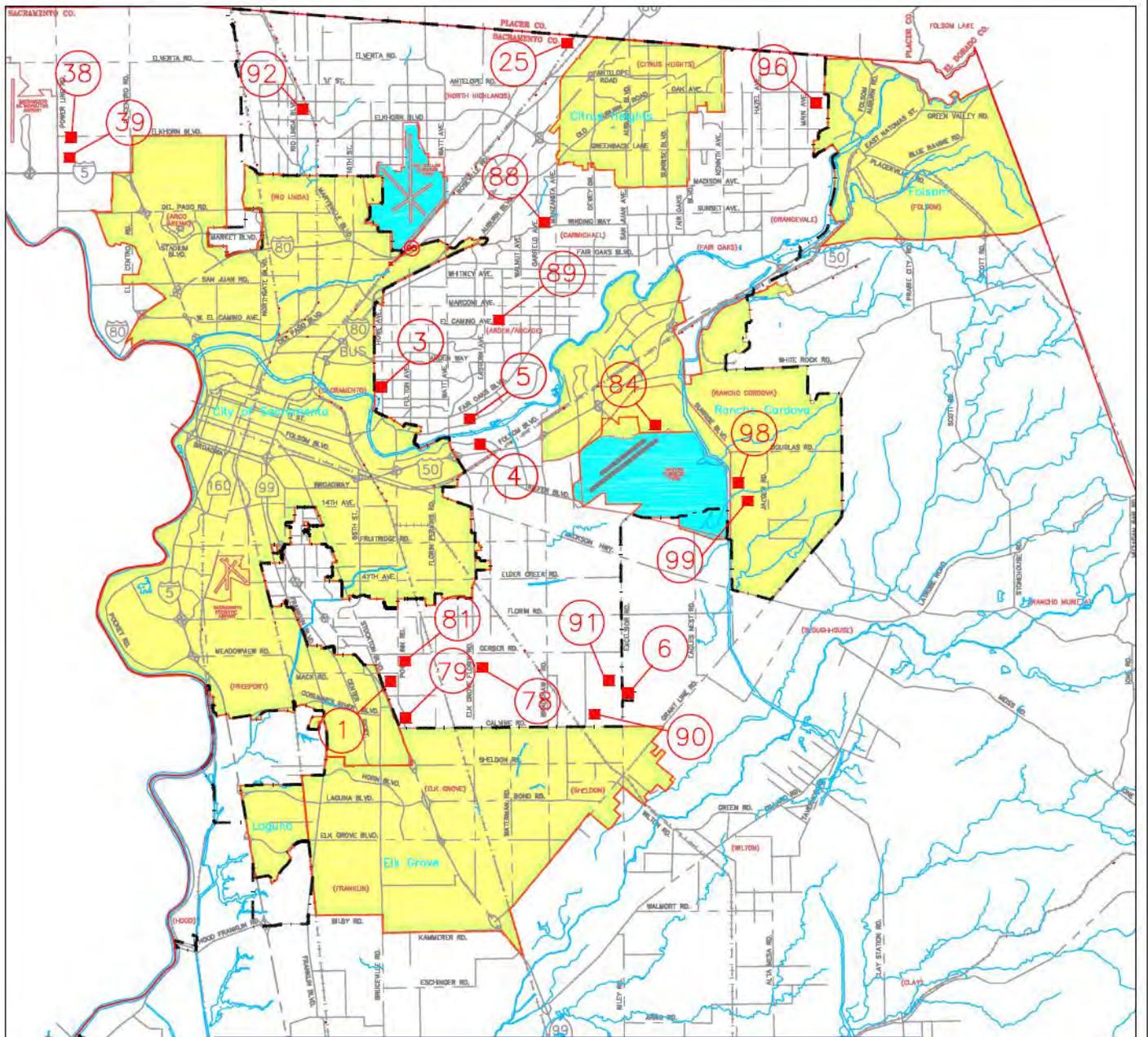
**Appendix A**

*Table 1 – Summary of Detention Basins*

**Appendix B**

*Maintenance Agreements –Unionhouse Creek/ East Stockton Blvd, Silver Springs Ranch, and Hazelwood Detention Basins*

# Detention Basin Map



DETENTION BASIN INDEX				
#	NAME	FACILITY MAP	LOCATION	TB LOCATION
1	UNIONHOUSE CREEK, E. STOCKTON BLVD	292-167	E. STOCKTON BLVD N/O RANGEVIEW LN	338-C5
3	HOWE AVE (D05)	334-164	ETHAN WY S/O HURLEY	298-B3
4	MANLOVE (D10)	328-179	WATERTON WY E/O TWIN FALLS	298-H6
5	WILHAGGIN (D43)	328-179	AMERICAN RIVER PKWY W/O WILHAGGIN	298-G5
6	LAGUNA CREEK, DIERKS RANCH	290-200	EXCELSIOR RD S/O STALLION WY	339-G6
25	E. ANTELOPE CREEK, ANTELOPE NORTH RD	384-191	E/O ANTELOPE NORTH RD	239-D5
38	METRO AIR NORTH (D49)	376/374-125	N/O 1-5, E/O SAC AIRPORT	256-E4
39	METRO AIR SOUTH (D49)	374-372-125	N/O 1-5, E/O SAC AIRPORT	256-E4
78	UNIONHOUSE CREEK, ELK GROVE FLORIN	294-179	EAST SIDE ELK GROVE FLORIN N/O LELAND	338-H4
79	STRAWBERRY CREEK, E. STOCKTON BLVD	288-167	EAST STOCKTON AND HIGHWAY 99	338-C8
81	UNIONHOUSE CREEK, LENHART	292-167	LENHART RD W/O POWER INN RD	338-C5
84	BEAR HOLLOW (D44)	328-203	BEAR HOLLOW AND N. MATHER DR	299-J5
88	HACKBERRY ESTATES	358-191	DELBROOK OFF RAVENWOOD DR, IN BACKYARD OF GATED COMMUNITY	279-C1
89	HAZELWOOD	344-182	HAZELWOOD AND WRENDALE	278-J6
90	LAGUNA CREEK, SILVER LEGENDS DR (D22)	286-194	SILVER LEGENDS AND COUNTRY RANCH DR	339-F7
91	LAGUNA CREEK, POLO CROSSE	290-200	POLO CROSSE AVE AND PALM BEACH DR	339-F6
92	FOX CREEK	376-155	RIO LINDA BLVD N/O ELKHORN BLVD	376-155
95	ROBLA CREEK	368-155	G ST E/O RIO LINDA BLVD.	257-H4
96	OTTOMON HILLS	374-227	MAIN AVE AND WILTSHIRE WAY	260-H2
98	ANATOLIA NORTH	318-215	SUNRISE BLVD AND BOSPHOROUS DR	320-D2
99	ANATOLIA SOUTH	316-218	SUNRISE BLVD N/O KIEFER BLVD	320-E3



## County of Sacramento Stormwater Detention Basins



## B-01

### Unionhouse Creek / East Stockton Boulevard



#### General Information

<b>APN</b>	115-0210-030
<b>Owner</b>	County of Sacramento
<b>Facility Map #</b>	292-167
<b>Thomas Guide Page</b>	338-C5
<b>Construction Project</b>	None
<b>Wet or Dry</b>	Dry Basin
<b>Water Quality/Flood Control/Dual</b>	Dual

#### Site Characteristics

<b>Acreage</b>	1.7
<b>Side Slopes</b>	2:1
<b>Obstructions</b>	Stockpile on south side
<b>Pump Station Associated w/ Basin</b>	None

#### Location

Detention basin #1 is located along the west side of E. Stockton Blvd. (north of Rangeview Lane).

#### Security

The security system for the detention basin includes a 6' high chain-link fence bordering the perimeter with #2214 Masterlocks at the access gates. There are two points of entry into the site: one at the north end, and one at the south end. Both gates are accessible to vehicles via East Stockton Blvd.

## **Inspection and Maintenance**

The basin is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin.

### Inspection: Perform Each Visit

- Site Conditions: Examine fencing and access ramps for damage and overgrown vegetation.
- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Flow Line: Check for excess vegetation and sediment.
- Basin Interior: Check for erosion at waterline, floating debris, and excess vegetation.
- Basin Inlets (2): Check for debris, cracks in the structure, and erosion.
- Basin Outlet (1): Check for debris in the trash/access rack, cracks in the structure, erosion, and assure the rack is properly locked/secured.

### Routine Maintenance: Perform During Various Visits

- Mowing: Mowing will be performed during the spring and summer visits to the entire basin.
- Spraying: Spraying is permitted year-round in and around the detention basin. During this task, follow the *Standard Protocol for Application of Herbicides and Pesticides for Use at Creeks, Channels, and Detention Basins* to ensure proper usage of pesticides. Please follow the specific instructions as stated below:

During the summer visit: “#2 – Treat vegetation that may obstruct proper flow of channel through basin. #1 for 50’ flat area at gates on north and south ends of basin. Avoid allowing spray to drift into desirable vegetation. #1 includes aquatic and terrestrial application”.

During the fall visit: “#7 – to maintain 50’ flat area at the gates on the north and south ends of the basin. Avoid application to the inside of the banks of drainage. Avoid allowing spray to drift into desirable vegetation.”

During the winter visit: “#12 – to maintain 50’ flat area at the gates on the north and south ends of the basin. Avoid application to the inside of the banks of drainage. Avoid allowing spray to drift into desirable vegetation.”

The instructions may be altered due to current site or weather conditions. However, each change must be accompanied by a recommendation for use by a Pest Control Advisor.

- Hand Cleaning: Hand cleaning will be performed per the annual maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from low flow line, removing sediment and debris from inlet and outlet structures, removing dead vegetation from entire basin, and making any repairs as needed following inspection.

## B-03

### Howe Avenue



#### General Information

<b>APN</b>	277-0250-024; 277-0250-009; 285-0160-006
<b>Owner</b>	State of California; Sacramento & San Joaquin Drainage Districts
<b>Facility Map #</b>	334-164
<b>Thomas Guide Page</b>	298-B3
<b>Construction Project</b>	American River Levee Project
<b>Wet or Dry</b>	Dry Basin
<b>Water Quality/Flood Control/Dual</b>	Flood Control

#### Site Characteristics

<b>Acreage</b>	10.8
<b>Side Slopes</b>	3:1
<b>Obstructions</b>	None
<b>Pump Station Associated w/ Basin</b>	D-05 Howe Avenue

#### Location

Detention basin #3 is located on Ethan Way (south of Hurley Way).

#### Security

The basin is secured by a six-foot high chain-link fence. There are a total of four access points: two via Ethan Way, one via the American River bike trail, and one via the D-05 Howe Avenue pump station. The access point via the bike trail on the southwest side of the basin requires a Cyber key. The other three access points require a #3207 Masterlock key.

## **Inspection and Maintenance**

The basin is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin.

### Inspection: Perform Each Visit

- Site Conditions: Examine fencing and access ramps for damage and overgrown vegetation.
- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Flow Line: Check for excess vegetation and sediment.
- Basin Interior: Check for large/floating debris and excess vegetation.
- Basin Inlets (2): Check for erosion and debris.
- Basin Outlets (2): Check for debris in the trash/access rack, cracks in the structure, erosion, and assure the rack is properly locked/secured.

### Routine Maintenance: Perform During Various Visits

- Mowing: Mowing will be performed during the spring and summer visits to the west and north side flat areas along the fence.
- Spraying: Spraying is permitted year-round in and around the detention basin. During this task, follow the *Standard Protocol for Application of Herbicides and Pesticides for Use at Creeks, Channels, and Detention Basins* to ensure proper usage of pesticides. Please follow the specific instructions as stated below:

During the fall visit: “#4 to maintain flat area to fence at the top of east and north sides of basin where no potential for erosion exists. Avoid allowing spray to drift into desirable vegetation.”

During the winter visit: “#7 for maintenance road, flat area to fence where no potential erosion exists. Avoid allowing spray to drift into desirable vegetation.” In addition, assist with pump station sump cleaning.

The instructions may be altered due to current site or weather conditions. However, each change must be accompanied by a recommendation for use by a Pest Control Advisor.

- Hand Cleaning: Hand cleaning will be performed per the annual maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from low flow line, removing sediment and debris from inlet and outlet structures, removing dead vegetation from entire basin, and making any repairs as needed following inspection.

## B-04

### Manlove



#### General Information

<b>APN</b>	075-0010-002
<b>Owner</b>	County of Sacramento
<b>Facility Map #</b>	328-179
<b>Thomas Guide Page</b>	298-H6
<b>Construction Project</b>	Flood Control Project
<b>Wet or Dry</b>	Dry Basin
<b>Water Quality/Flood Control/Dual</b>	Flood Control

#### Site Characteristics

<b>Acreage</b>	2.3
<b>Side Slopes</b>	3:1
<b>Obstructions</b>	None
<b>Pump Station Associated w/ Basin</b>	D-10 Manlove

#### Location

Detention basin #4 is located west of the intersection of Waterton Way and Twin Falls Drive.

#### Security

The basin is secured partly by a 6' high chain-link fence and partly by 6' high wooden fencing. There are two access points to the site and three to the basin itself. The two access points to the site are via Woodman Way and Waterton Way. The Woodman Way entrance is not accessible to vehicles, but the Waterton Way entrance is. To access the basin itself, there are two gates west of the D-10 Manlove pump station and one gate east of the station. Different keys are required for each gate: Masterlock key #2214 for the west traffic gate, a Cyber key for the west pedestrian gate, and a Masterlock key #A105 for the east traffic gate.

## **Inspection and Maintenance**

The basin is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin.

### Inspection: Perform Each Visit

- Site Conditions: Examine fencing and access ramps for damage and overgrown vegetation.
- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Flow Line: Check for excess vegetation, sediment, and floating debris.
- Basin Interior: Check for large debris, and excess vegetation.
- Basin Inlet (1): Check for debris, cracks in the structure, and erosion.
- Basin Outlet (1): Check for debris in the trash rack, cracks in the structure, erosion, and make sure the rack is properly locked/secured.
- Flap Gate (1): Inspect to make sure no debris is blocking the flap gate, that it is free swinging, and is in good condition.

### Routine Maintenance: Perform at Various Visits

- Mowing: Mowing will be performed twice per year during the spring and summer visits to the entire basin.
- Spraying: As per the *Aquatic Pesticides Application Plan*, spraying is only permitted between the months of April and December. During this task follow the *Standard Protocol for Application of Herbicides and Pesticides for the use at Creeks, Channels, and Detention Basins* to ensure proper usage of pesticides. Please follow the specific instructions as stated below:

In the early part of the year: “#4 to maintain flat area to fence at top of basin. Avoid application to inside banks of drainage. Avoid allowing spray to drift into desirable vegetation.”

In the spring: “#1 for flat area to fence on east and west sides at top of basin. Avoid allowing spray to drift into desirable vegetation.”

In the fall: “#1 for flat area to fence on east and west sides at the top of the basin. Avoid allowing spray to drift into desirable vegetation.”

At the end of the year: “#7 to maintain flat area to fence at the top of the basin. Avoid application to inside banks of drainage. Avoid allowing spray to drift into desirable vegetation.”

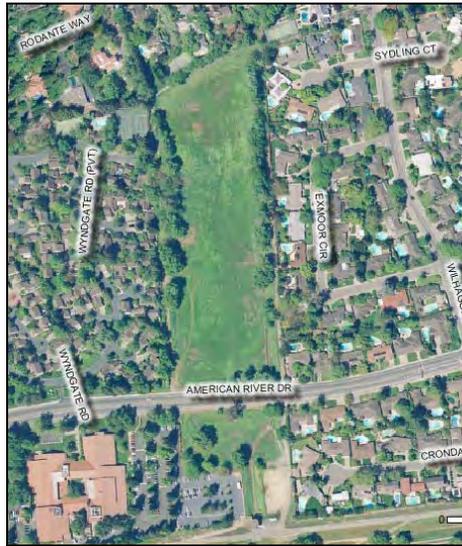
The instructions may be altered due to current site or weather conditions. However, each change must be accompanied by a recommendation for use by a Pest Control Advisor.

- Hand Cleaning: Hand cleaning will be performed per the annual Sheriff maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from low flow line, removing sediment and debris from inlet and outlet structures, removing dead vegetation from entire basin, and making any repairs as needed following inspection.

## B-05

### Wilhaggin



#### General Information

<b>APN</b>	292-0180-021
<b>Owner</b>	Sacramento & San Joaquin Drainage Districts
<b>Facility Map #</b>	328-176, 328-179, 330-176, 330-179
<b>Thomas Guide Page</b>	298-G5
<b>Construction Project</b>	American River Levee Project
<b>Wet or Dry</b>	Dry Basin
<b>Water Quality/Flood Control/Dual</b>	Flood Control

#### Site Characteristics

<b>Acreage</b>	13
<b>Side Slopes</b>	Unknown
<b>Obstructions</b>	American River Drive divides the basin
<b>Pump Station Associated w/ Basin</b>	D-43 Wilhaggin

#### Location

Detention basin #5 is located on the north and south sides of American River Drive (east of Watt Avenue).

#### Security

Both the north and south portions of the basin are secured partly by 6' high chain-link fencing and partly by 6' high wooden fencing. There are a total of four access points: two access points for each portion. All four entrances are accessible via American River Drive: two on the east side and two on the west side of the street.

Both gates to the northern portion of the basin are accessible to vehicles and require a Masterlock key #2214. Both gates for the southern portion are accessible to vehicles. The east side gate requires a Masterlock key #A105, and the west side gate requires a Masterlock key #2214.

### **Inspection and Maintenance**

The basin is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin.

#### Inspection: Perform Each Visit

- Site Conditions: Examine fencing and access ramps for damage and overgrown vegetation.
- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Flow Line: Check for excess vegetation and sediment.
- Basin Interior: Check for large/floating debris and excess vegetation.
- Basin Low Flow Pipe System: Check for debris or sediment that might block flow or erosion.
- Basin Inlets (5): Check for debris, cracks in the structure, and erosion.
- Basin Outlets (2): Check for debris in the trash rack, cracks in the structure, erosion, and make sure the rack is properly locked/secured.
- Access Road: Check for erosion, loss of gravel, and vegetation.

#### Routine Maintenance: Perform at Various Visits

- Mowing: Mowing will be performed during the spring and summer visits to the entire basin.
- Spraying: As per the *Aquatic Pesticides Application Plan*, spraying is only permitted between the months of April and December. During this task follow the *Standard Protocol for Application of Herbicides and Pesticides for Use at Creeks, Channels, and Detention Basins* to ensure proper usage of pesticides. Please follow the specific instructions stated below:

Spray twice per year: “#2- Treat vegetation growing in bottom, cracks, and top edge of concrete. Also for spot treatment of service road, flat area at top of basin, and fence line. Avoid allowing spray to drift into desirable vegetation.”

The instructions may be altered due to current site or weather conditions. However, each change must be accompanied by a recommendation for use by a Pest Control Advisor.

- Hand Cleaning: Hand cleaning will be performed per the annual maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from low flow line, removing sediment and debris from inlet and outlet structures, removing dead vegetation from entire basin, and making any repairs as needed following inspection.

## B-06

### Silver Springs Ranch / Dierks Ranch



#### General Information

<b>APN</b>	123-0220-062
<b>Owner</b>	County of Sacramento
<b>Facility Map #</b>	290-200
<b>Thomas Guide Page</b>	339-G6
<b>Construction Project</b>	Dierks Ranch
<b>Wet or Dry</b>	Wet Basin
<b>Water Quality/Flood Control/Dual</b>	Dual

#### Site Characteristics

<b>Acreage</b>	5.0
<b>Side Slopes</b>	3:1
<b>Obstructions</b>	Three islands on south side
<b>Pump Station Associated w/ Basin</b>	None

#### Location

Detention basin #6 is located at the northeast corner of the intersection of Excelsior Road and Stallion Way.

#### Security

The security system for the basin consists of 6' high wrought iron fencing and post and cable fencing. There are four points of entry to the basin that are all secured by cables. One is located on Stallion Way, another is at the end of Belgian Court, and two are on Steed Way. There are no County locks on the cables, but there are gaps in the post and cable fencing at these locations to allow for pedestrians to access the site.

## **Inspection and Maintenance**

The basin is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin.

### Inspection: Perform Each Visit

- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Basin Interior: Check for erosion at waterline, floating debris, and excess vegetation.
- Basin Inlets (3): Check for debris in the trash/access rack, cracks in the structure, erosion, and make sure the rack is properly locked/secured.
- Basin Outlets (3): Check for debris, cracks in the structure, and erosion.

Note: Per the Maintenance Agreement with the Silver Springs Ranch Homeowners Association: “The County’s maintenance responsibility of the basin shall include the removal of bulrush, cattails, algae, and volunteer trees growing along the bank areas within the basin.” The County is only responsible for maintaining the flow of drainage within the basin itself.

### Routine Maintenance: Perform at Various Visits

- Mowing: No mowing occurs at this basin.
- Spraying: As per the *Aquatic Pesticides Application Plan*, spraying is only permitted between the months of April and December. During this task, follow the *Standard Protocol for Application of Herbicides and Pesticides for Use at Creeks, Channels, and Detention Basins* to ensure proper usage of pesticides. Please follow the specific instructions as stated below:

During the summer visit: “treat vegetation encroaching into detention basin.”

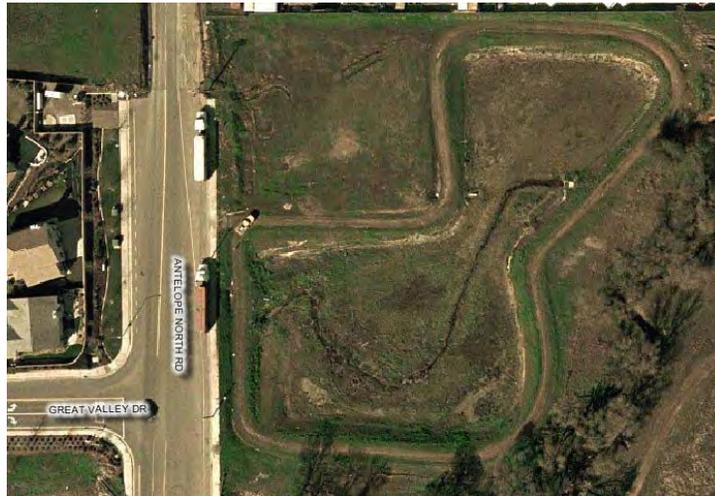
The instructions may be altered due to current site or weather conditions. However, each change must be accompanied by a recommendation for use by a Pest Control Advisor.

- Hand Cleaning: Hand cleaning will be performed per the annual maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning shall only be performed along the banks of the detention basin. If the drainage flow is blocked, then hand cleaning may be performed within the basin.

## B-25

### Antelope North Road



#### General Information

<b>APN</b>	203-0240-014
<b>Owner</b>	County of Sacramento Water District
<b>Facility Map #</b>	384-191
<b>Thomas Guide Page</b>	239-D5
<b>Construction Project</b>	East Antelope Legends
<b>Wet or Dry</b>	Dry Basin
<b>Water Quality/Flood Control/Dual</b>	Dual

#### Site Characteristics

<b>Acreage</b>	2.2
<b>Side Slopes</b>	3:1
<b>Obstructions</b>	None
<b>Pump Station Associated w/ Basin</b>	None

#### Location

Detention basin #25 is located on the east side of Antelope North Road (north of Great Valley Drive).

#### Security

Between the maintenance road surrounding the basin and Antelope North Road, the basin is secured by post and cable fencing. On the north side, the basin is secured by 6' high chain-link paneled fencing. On the south and east sides, the basin is bordered by the creek and temporary orange mesh fencing.

To access the basin site, there is one traffic gate on the west side. The gate is secured by a chain and Masterlock #2214. The basin itself is easily accessible by pedestrians.

## **Inspection and Maintenance**

The basin is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin.

### Inspection: Perform Each Visit

- Site Conditions: Examine fencing and access ramps for damage and overgrown vegetation.
- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Flow Line: Check for excess vegetation and sediment.
- Basin Interior: Check for erosion, large/floating debris, and excess vegetation.
- Basin Inlets (4): Check for debris, cracks in the structure, erosion, and condition of stone rip-rap.
- Basin Outlets (1): Check for debris in the trash/access rack, cracks in the structure, erosion, and make sure the rack is properly locked/secured.

### Routine Maintenance: Perform at Various Visits

- Mowing: Mowing will be performed during the spring and summer visits to the basin. Only mow from the fencing to the water line.
- Spraying: As per the *Aquatic Pesticides Application Plan*, spraying is only permitted between the months of April and December. During this task follow the *Standard Protocol for Application of Herbicides and Pesticides for the use at Creeks, Channels, and Detention Basins* to ensure proper usage of pesticides. Please follow the specific instructions stated below:

During the spring and summer visits: “#4 to maintain service road where there is no potential for erosion. Avoid allowing spray to drift into desirable vegetation. #2 treat only vegetation which may obstruct proper flow through low flow channel. Avoid allowing spray to drift into desirable vegetation.”

During the fall visit: “#2 treat only vegetation which may obstruct proper flow through low flow channel. Avoid allowing spray to drift into desirable vegetation.”

The instructions may be altered due to current site or weather conditions. However, each change must be accompanied by a recommendation for use by a Pest Control Advisor.

- Hand Cleaning: Hand cleaning will be performed per the annual maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from low flow line, removing sediment and debris from inlet and outlet structures, replacing stone rip-rap to inlet and outlet structures as needed, removing dead vegetation from entire basin, and making any repairs as needed following inspection.

## B-38

### North Metro Air Park



#### General Information

<b>APN</b>	201-1020-073
<b>Owner</b>	County of Sacramento
<b>Facility Map #</b>	374-125, 376-125
<b>Thomas Guide Page</b>	256-E3
<b>Construction Project</b>	Metro Air Park
<b>Wet or Dry</b>	Dry Basin
<b>Water Quality/Flood Control/Dual</b>	Flood Control

#### Site Characteristics

<b>Acreage</b>	23
<b>Side Slopes</b>	4:1
<b>Obstructions</b>	None
<b>Pump Station Associated w/ Basin</b>	D-49 Metro Air Park

#### Location

Detention basin #38 is located west of Bayou Way (north of detention basin #39 and the proposed Meister Way).

#### Security

The basin plans originally stated that post and cable fencing was to be constructed around the basin, but that note was deleted. The basin does not currently have any exterior fencing on site. There are two access ramps that lead to the interior of the basin, one on the north side and the other on the south side. The plans stated that a traffic gate should have been constructed on the north access ramp, but neither the north nor the south access ramp has a traffic gate.

## **Inspection and Maintenance**

Current maintenance is performed by the developer of the Metro Air Park project. The County of Sacramento will begin maintaining the basin after a substantial amount of construction has been performed and the developer has stopped dewatering. When the County of Sacramento takes over maintenance of the basin, it is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin.

### Inspection: Perform Each Visit

- Site Conditions: Examine gates and access ramps for damage and overgrown vegetation.
- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Basin Interior: Check for erosion, large/floating debris, and excess vegetation.
- Basin Inlets (3): Check for debris, cracks in the structure, and erosion.
- Basin Outlets (1): Check for debris, cracks in the structure, erosion, and condition of rip-rap.
- Low Flow System: Check inlets and outlets for clogging debris or excess sediment.

### Routine Maintenance: Perform at Various Visits

- Mowing: Mowing will be performed during the spring and summer visits to the basin.
- Spraying: Current environmental restrictions prohibit spraying.
- Hand Cleaning: Hand cleaning will be performed per the annual maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from inlet and outlet structures, replacing stone rip-rap to inlet and outlet structures as needed, removing dead vegetation from entire basin, and making any repairs as needed following inspection.

## B-39

### South Metro Air Park



#### General Information

<b>APN</b>	201-1020-067
<b>Owner</b>	County of Sacramento
<b>Facility Map #</b>	372-125, 374-125
<b>Thomas Guide Page</b>	256-E4
<b>Construction Project</b>	Metro Air Park
<b>Wet or Dry</b>	Wet Basin
<b>Water Quality/Flood Control/Dual</b>	Dual

#### Site Characteristics

<b>Acreage</b>	19
<b>Side Slopes</b>	4:1
<b>Obstructions</b>	Three interior islands
<b>Pump Station Associated w/ Basin</b>	D-49 Metro Air Park

#### Location

Detention basin #39 is located west of Bayou Way (south of detention basin #38 and the proposed Meister Way).

#### Security

The basin plans originally stated that post and cable fencing were to be installed around the basin, but that note was deleted. The basin does not currently have any exterior fencing on site. There are two access ramps that lead to the interior of the basin, one on the north side and the other on the south side. The south access ramp does not have a gate, but the north ramp has a traffic gate with a Cyber lock.

## **Inspection and Maintenance**

Current maintenance is performed by the developer of the Metro Air Park project. The County of Sacramento will begin maintaining the basin after a substantial amount of construction has been performed and the developer has stopped dewatering. When the County of Sacramento does maintain the basin, it is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin.

### Inspection: Perform Each Visit

- Site Conditions: Examine fencing and access ramps for damage and overgrown vegetation.
- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Flow Line: Check for excess vegetation, sediment, and erosion at waterline.
- Basin Interior: Check for erosion, large/floating debris, and excess vegetation.
- Basin Inlets (7): Check for debris, cracks in the structure, and erosion. Note: some inlets may be submerged.
- Basin Outlets (1): Check for debris in the trash/access rack, cracks in the structure, erosion, and make sure the rack is properly locked/secured.

### Routine Maintenance: Perform at Various Visits

- Mowing: Mowing will be performed during the spring and summer visits to the basin.
- Spraying: Current environmental restrictions prohibit spraying.
- Hand Cleaning: Hand cleaning will be performed per the annual maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from low flow line, removing sediment and debris from inlet and outlet structures, removing dead vegetation from entire basin, and making any repairs as needed following inspection.

## B-78

### Unionhouse Creek / Elk Grove Florin Road



#### General Information

<b>APN</b>	121-0030-050; 121-0030-051; 121-0030-056
<b>Owner</b>	County of Sacramento
<b>Facility Map #</b>	294-179
<b>Thomas Guide Page</b>	338-H4
<b>Construction Project</b>	None
<b>Wet or Dry</b>	Dry Basin
<b>Water Quality/Flood Control/Dual</b>	Flood Control

#### Site Characteristics

<b>Acreage</b>	5.0
<b>Side Slopes</b>	Unknown
<b>Obstructions</b>	Stockpiles on southeast and northwest sides
<b>Pump Station Associated w/ Basin</b>	None

#### Location

Detention basin #78 is located on the east side of Elk Grove Florin Road (south of Leland Avenue).

#### Security

To access the basin, there is one traffic gate located on the east side of Elk Grove Florin Road. There is no fencing surrounding the site. The lock on the traffic gate is a #3207 Masterlock.

#### Inspection and Maintenance

The basin is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin.

### Inspection: Perform Each Visit

- Site Conditions: Examine fencing and access ramps for damage and overgrown vegetation.
- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Flow Line: Check for excess vegetation and sediment.
- Basin Interior: Check for erosion, large/floating debris, and excess vegetation.
- Basin Inlets (1): Check the inlet weir for overgrown vegetation.
- Basin Outlets (1): Check for debris in the trash/access rack, cracks in the structure, erosion, and make sure the rack is properly locked/secured.
- Access Road: Check for overgrown vegetation and gravel.

### Routine Maintenance: Perform at Various Visits

- Mowing: Mowing will be performed during the spring and summer visits to the basin.
- Spraying: Spraying is not performed at the Unionhouse Creek / Elk Grove Florin Road detention basin.
- Hand Cleaning: Hand cleaning will be performed per the annual maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from low flow line, removing sediment and debris from inlet and outlet structures, removing dead vegetation from entire basin, and making any repairs as needed following inspection.

## B-79

### Strawberry Creek / East Stockton Blvd.



#### General Information

<b>APN</b>	115-0130-032
<b>Owner</b>	County of Sacramento
<b>Facility Map #</b>	288-167
<b>Thomas Guide Page</b>	338-C6
<b>Construction Project</b>	None
<b>Wet or Dry</b>	Dry Basin
<b>Water Quality/Flood Control/Dual</b>	Flood Control

#### Site Characteristics

<b>Acreage</b>	3.7
<b>Side Slopes</b>	1:1
<b>Obstructions</b>	100' Easement dividing basins
<b>Pump Station Associated w/ Basin</b>	None

#### Location

Detention basin #79 is located on the west side of East Stockton Blvd. (north of the Calvin Road on-ramp to Highway 99).

#### Security

The basin is completely enclosed by a 6' high chain-link fence, and has three access gates. One vehicle swing gate is located on the north end of the basin and is secured by a Masterlock #2214. The two gates on the south end include a rolling traffic gate with Masterlock #3207 and a pedestrian gate with Masterlock #2214. All gates are accessible via East Stockton Blvd.

## **Inspection and Maintenance**

The basin is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin.

### Inspection: Perform Each Visit

- Site Conditions: Examine fencing and access ramps for damage and overgrown vegetation.
- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Basin Interior: Check for erosion, large/floating debris, and excess vegetation.
- Basin Inlet (1): Check overflow weir for cracks in the structure and vegetation.
- Basin Equalizer (2): Check for debris in the trash/access rack, cracks in the structure, erosion, and make sure the rack is properly locked/secured.
- Basin Outlets (2): Check for debris in the trash/access rack, cracks in the structure, erosion, and make sure the rack is properly locked/secured.
- Flap Gates (2): Inspect to make sure no debris is blocking the flap gates, that they are free swinging, and are in good condition.

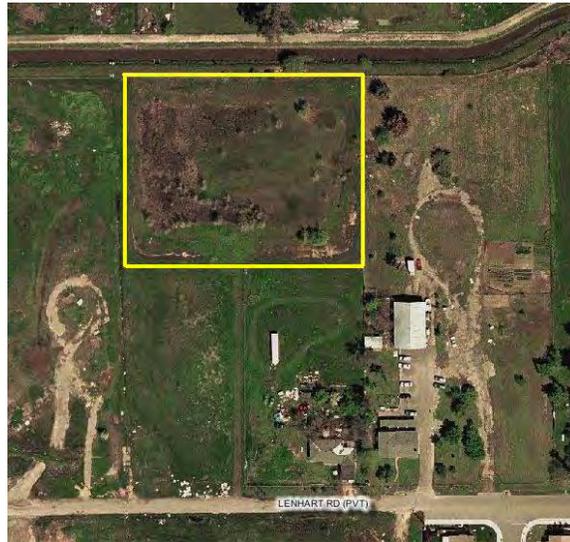
### Routine Maintenance: Perform at Various Visits

- Mowing: Mowing will be performed during the spring and summer visits to the basin.
- Spraying: Spraying is not performed at the Strawberry Creek / East Stockton Blvd. detention basin.
- Hand Cleaning: Hand cleaning will be performed per the annual Sheriff Maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from inlet and outlet structures, removing dead vegetation from entire basin, and making any repairs as needed following inspection.

## B-81

### Unionhouse Creek / Lenhart



#### General Information

<b>APN</b>	115-0210-034
<b>Owner</b>	County of Sacramento
<b>Facility Map #</b>	292-167
<b>Thomas Guide Page</b>	338-C5
<b>Construction Project</b>	None
<b>Wet or Dry</b>	Dry Basin
<b>Water Quality/Flood Control/Dual</b>	Flood Control

#### Site Characteristics

<b>Acreage</b>	1.9
<b>Side Slopes</b>	3:1
<b>Obstructions</b>	Multiple cottonwood trees
<b>Pump Station Associated w/ Basin</b>	None

#### Location

Detention basin #81 is located north of Lenhart Road (west of Roseview Way).

#### Security

The basin has a 6' high chain-link fence enclosing the site. There is one vehicle access gate with a #3207 Masterlock. The basin is accessible via Lenhart Road.

#### Inspection and Maintenance

The basin is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin.

### Inspection: Perform Each Visit

- Site Conditions: Examine fencing, access road, and access ramps for damage and overgrown vegetation.
- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Basin Interior: Check for erosion, large/floating debris, and excess vegetation.
- Basin Outlets (1): Check for debris, cracks in the structure, and erosion.

### Routine Maintenance: Perform at Various Visits

- Mowing: Mowing will be performed during the spring and summer visits to the basin.
- Spraying: Spraying is not performed at the Lenhart / Unionhouse Creek detention basin.
- Hand Cleaning: Hand cleaning will be performed per the annual maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from outlet structure, removing dead vegetation from entire basin, and making any repairs as needed following inspection.

## B-84

### Bear Hollow



#### General Information

<b>APN</b>	072-0370-096
<b>Owner</b>	City of Rancho Cordova
<b>Facility Map #</b>	328-206 / 328-203
<b>Thomas Guide Page</b>	299-J5
<b>Construction Project</b>	Villages at Zinfandel
<b>Wet or Dry</b>	Wet Basin
<b>Water Quality/Flood Control/Dual</b>	Dual

#### Site Characteristics

<b>Acreage</b>	24
<b>Side Slopes</b>	3:1
<b>Obstructions</b>	None
<b>Pump Station Associated w/ Basin</b>	D-44 Bear Hollow

#### Location

Detention basin #84 is located south of the North Mather Drive and Spoto Drive intersection.

#### Security

There are three access points to the basin that are all vehicle accessible. The swinging gate that is located on the east side of the basin is secured by #2214 Masterlock. Another access point is located off of North Mather Drive and is secured by a piece of wire. The third access point is a swinging traffic gate on the south side of the D-44 Bear Hollow pump station, secured by a Cyber lock.

## **Inspection and Maintenance**

The basin is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin.

### Inspection: Perform Each Visit

- Site Conditions: Examine fencing and access ramps for damage and overgrown vegetation.
- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Flow Line: Check for excess vegetation and sediment.
- Basin Interior: Check for erosion, large/floating debris, and excess vegetation.
- Basin Inlets (4): Check for debris in the trash/access rack, cracks in the structure, erosion, and make sure the rack is properly locked/secured.
- Basin Outlets (1): Check for debris in the trash/access rack, cracks in the structure, erosion, and make sure the rack is properly locked/secured.

### Routine Maintenance: Perform at Various Visits

- Mowing: Mowing will be performed during the spring and summer visits to the basin.
- Spraying: As per the *Aquatic Pesticides Application Plan*, spraying is only permitted between the months of April and December. During this task follow the *Standard Protocol for Application of Herbicides and Pesticides for the use at Creeks, Channels, and Detention Basins* to ensure proper usage of pesticides. Please follow the specific instructions stated below:

#2- Treat only vegetation which may obstruct proper flow in center of basin. Use caution to avoid spray or drift to desirable vegetation.

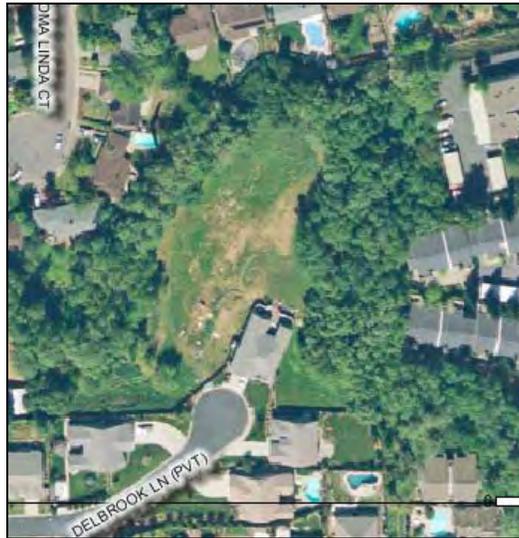
The instructions may be altered due to current site or weather conditions. However, each change must be accompanied by a recommendation for use by a Pest Control Advisor.

- Hand Cleaning: Hand cleaning will be performed per the annual maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from low flow line, removing sediment and debris from inlet and outlet structures, removing dead vegetation from entire basin, and making any repairs as needed following inspection.

## B-88

### Hackberry



#### General Information

<b>APN</b>	230-0860-005
<b>Owner</b>	Justin and Denise Massey
<b>Facility Map #</b>	358-191
<b>Thomas Guide Page</b>	279-C1
<b>Construction Project</b>	Hackberry Estates (1998)
<b>Wet or Dry</b>	Dry Basin
<b>Water Quality/Flood Control/Dual</b>	Flood Control

#### Site Characteristics

<b>Acreage</b>	1.0
<b>Side Slopes</b>	3:1
<b>Obstructions</b>	None
<b>Pump Station Associated w/ Basin</b>	None

#### Location

Detention Basin #88 is located in the backyard of 5731 Delbrook Lane.

#### Security

The basin is almost completely surrounded by a 6' high wooden fence. There are some areas that are damaged and some that are completely torn down. The basin has two points of entry: one is a traffic gate that is partially blocked by vegetation and has no lock, and the other is a pedestrian gate with no lock. Both points are located on the west side of the house and are accessible from Delbrook Lane.

**Maintenance**

Hackberry detention basin is not on the maintenance schedule and is currently maintained by the homeowner. Since the parcel is not owned by the County of Sacramento and there is no easement, the County does not perform maintenance at this site.

## B-89

### Hazelwood



#### General Information

<b>APN</b>	271-0243-007 through 010
<b>Owner</b>	County of Sacramento
<b>Facility Map #</b>	344-182
<b>Thomas Guide Page</b>	278-J6
<b>Construction Project</b>	Hazelwood
<b>Wet or Dry</b>	Dry Basin
<b>Water Quality/Flood Control/Dual</b>	Flood Control

#### Site Characteristics

<b>Acreage</b>	1.7
<b>Side Slopes</b>	3:1
<b>Obstructions</b>	None
<b>Pump Station Associated w/ Basin</b>	None

#### Location

Detention basin #89 is the public Hazelwood Greens Park located south of the Wrendale Way and Hazelwood Avenue intersection.

#### Security

County employees can access the basin with a #2214 Masterlock key through the rolling traffic gate on the northwest side. The basin can also be accessed through the pedestrian gate on the northeast side, but only during normal hours of park operation. The hours of operation for the park are 7 AM to sunset.

The detention basin is secured by 6' high wooden fencing on the west, east, and south sides. On the north side, the basin is secured by metal fencing.

**Maintenance**

The Hazelwood detention basin is also known as Hazelwood Greens Park. It is operated and mostly maintained by Mission Oaks Recreation and Park District. The Park District performs all of the landscape and waste management maintenance.

The County of Sacramento inspects and cleans the trash rack on an annual basis. During the rainy season, the trash rack may need to be cleaned more often if necessary.

## B-90

### Silver Legends



#### General Information

<b>APN</b>	122-0120-038
<b>Owner</b>	County of Sacramento
<b>Facility Map #</b>	286-194
<b>Thomas Guide Page</b>	339-D7
<b>Construction Project</b>	Silver Legends Unit 2
<b>Wet or Dry</b>	Wet Basin
<b>Water Quality/Flood Control/Dual</b>	Dual

#### Site Characteristics

<b>Acreage</b>	2.2
<b>Side Slopes</b>	Unknown
<b>Special Features</b>	None
<b>Pump Station Associated w/ Basin</b>	D-22 Silver Legends

#### Location

Detention basin #90 is located at the south end of Country Ranch Drive.

#### Security

The detention basin is enclosed by 6' high chain-link fencing and 6' high wooden fencing. There are two points of entry into the site: one at the south end of Country Ranch Drive, and another at the west end of Silver Legends Court. Both access points require a Cyber key.

#### Inspection and Maintenance

The basin is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin.

### Inspection: Perform Each Visit

- Site Conditions: Examine fencing, the access road, and the access ramp for damage and overgrown vegetation.
- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Basin Interior: Check for erosion at waterline, floating debris, and excess vegetation.
- Basin Inlets (2): Check the inlet pipe and inlet weir for debris, cracks in the structure, and erosion.
- Basin Outlets (1): Check for debris in the trash/access rack, cracks in the structure, erosion, and make sure the rack is properly locked/secured.

### Routine Maintenance: Perform at Various Visits

- Mowing: Mowing will be performed during the spring and summer visits to the basin.
- Spraying: Spraying is not performed at the Silver Legends detention basin.
- Hand Cleaning: Hand cleaning will be performed per the annual maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from inlet and outlet structures, removing dead vegetation from entire basin, and making any repairs as needed following inspection.

## B-91

### Laguna Creek / Polo Crosse



#### General Information

<b>APN</b>	122-0420-022
<b>Owner</b>	J & L Properties
<b>Facility Map #</b>	290-200
<b>Thomas Guide Page</b>	339-F6
<b>Construction Project</b>	Silver Springs
<b>Wet or Dry</b>	Dry Basin
<b>Water Quality/Flood Control/Dual</b>	Dual

#### Site Characteristics

<b>Acreage</b>	2.8
<b>Side Slopes</b>	3:1
<b>Special Features</b>	Concrete lined swale on east side
<b>Pump Station Associated w/ Basin</b>	None

#### Location

Detention basin #91 is located on the northeast corner of Palm Beach Drive and Polo Crosse Avenue.

#### Security

On both sides of the basin securing the culverts are 4' high metal fencing held in place by two stone columns on either side. To transition to the post and cable fencing on the west side of the basin, there is 6-8 LF of 6' high wrought iron fencing.

There is a minor security system in place that blocks vehicle traffic from driving into the basin. The north access ramp has a 6' high wrought iron gate with a #3207 Masterlock. The south access ramp has a cable with a #2214 Masterlock. The basin itself is easily accessible by pedestrians.

### **Maintenance**

The Polo Crosse detention basin is owned and mostly maintained by J & L Properties. The owner is responsible for weed abatement for fire control purposes, and litter pick up. The County of Sacramento has a 60-foot wide drainage easement alongside the eastern boundary of the basin. It is the responsibility of the County of Sacramento to perform flood control maintenance on the easement.

## B-92

### Fox Creek



#### General Information

<b>APN</b>	206-0033-004
<b>Owner</b>	Gabriel Morales and Crystal Dubois
<b>Facility Map #</b>	376-155
<b>Thomas Guide Page</b>	257-H1
<b>Construction Project</b>	None
<b>Wet or Dry</b>	Dry Basin
<b>Water Quality/Flood Control/Dual</b>	Dual

#### Site Characteristics

<b>Acreage</b>	2.4
<b>Side Slopes</b>	Unknown
<b>Obstructions</b>	None
<b>Pump Station Associated w/ Basin</b>	None

#### Location

Detention basin #92 is located north of the Rio Linda Boulevard and Q Street intersection.

#### Security

The basin area is secured by a 6' high chain-link fence around the majority of the perimeter with a 6' high wrought iron fence, along the private properties adjacent to the preserve area, securing the remainder of the basin. The one access point is located on the east side of the basin via Front Street and the access gate is secured by a #2214 Masterlock.

## **Inspection and Maintenance**

The Fox Creek detention basin is primarily maintained by the Wildlife Heritage Foundation. The County of Sacramento is responsible for maintaining the hydraulic capacity of the drainage channel through vegetation and/or sediment removal. This site is to be visited for inspection and maintenance twice per year to ensure proper operation.

### Inspection: Perform Each Visit

- Site Conditions: Examine access gate and road for damage and overgrown vegetation.
- Channel Interior: Check for erosion at water line, large/floating debris, and excess vegetation.
- Channel Inlet (1): Located on the east end of the basin and adjacent to Front Street, a culvert structure allows water into the drainage corridor. Check for debris, cracks in the structure, erosion, and overgrown vegetation.
- Channel Outlets (2): The two outfalls are located on the west side of the basin adjacent to Rio Linda Boulevard. Check for debris, cracks in the structure, erosion, and overgrown vegetation.

### Routine Maintenance: Perform at Various Visits

- Mowing: Mowing is not performed at the Fox Creek detention basin.
- Spraying: Spraying is not performed at the Fox Creek detention basin.
- Hand Cleaning: Hand cleaning will be performed per the annual maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from low flow line, removing sediment and debris from inlet and outlet structures, replacing stone rip-rap to inlet and outlet structures as needed, removing dead vegetation from channel, and making any repairs as needed following inspection.

## B-95

### Robla Creek



#### General Information

<b>APN</b>	214-0330-072
<b>Owner</b>	County of Sacramento
<b>Facility Map #</b>	368-155
<b>Thomas Guide Page</b>	257-H4
<b>Construction Project</b>	Robla Creek Improvement Project
<b>Wet or Dry</b>	Dry Basin
<b>Water Quality/Flood Control/Dual</b>	Flood Control

#### Site Characteristics

<b>Acreage</b>	2.1
<b>Side Slopes</b>	Unknown
<b>Special Features</b>	None
<b>Pump Station Associated w/ Basin</b>	None

#### Location

Detention basin #95 is located north of G Street (east of Rio Linda Blvd).

#### Security

Post and cable fencing enclose the basin on the south and west sides. The east side is bordered Dry Creek, and the north side is bordered by houses. There are two access points on the south side of the basin, via G Street. Both access points consist of traffic gates: one with an American lock, and the other with a #A105 Masterlock.

#### Inspection and Maintenance

The basin is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin.

### Inspection: Perform Each Visit

- Site Conditions: Examine fencing, access road, and access ramp for damage and overgrown vegetation.
- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Flow Line: Check for excess vegetation and sediment.
- Basin Interior: Check for erosion, large/floating debris, and excess vegetation.
- Basin Inlets (1): Check for debris in the trash/access rack, cracks in the structure, erosion, and make sure the rack is properly locked/secured.
- Basin Outlet Channel (1): Check for flow line for excess debris and vegetation.

### Routine Maintenance: Perform at Various Visits

- Mowing: Mowing will be performed during the spring and summer visits to the basin.
- Spraying: Spraying is not performed at the Robla Creek detention basin.
- Hand Cleaning: Hand cleaning will be performed per the annual maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from low flow line, removing sediment and debris from inlet and outlet structures, replacing stone rip-rap to inlet and outlet structures as needed, removing dead vegetation from entire basin, and making any repairs as needed following inspection.

## B-96

### Ottomon Hills



#### General Information

<b>APN</b>	213-1030-018
<b>Owner</b>	County of Sacramento
<b>Facility Map #</b>	374-227
<b>Thomas Guide Page</b>	260-H2
<b>Construction Project</b>	Ottomon Hills
<b>Wet or Dry</b>	Dry Basin
<b>Water Quality/Flood Control/Dual</b>	Dual

#### Site Characteristics

<b>Acreage</b>	0.75
<b>Side Slopes</b>	3:1
<b>Obstructions</b>	None
<b>Pump Station Associated w/ Basin</b>	None

#### Location

Detention basin #96 is located on the southeast corner of Wiltshire Way and Main Avenue.

#### Security

Post and cable fencing enclose the basin on the north and west sides. The east side is bordered by 6' high wooden fencing and the south is bordered by Linda Creek. The only access point is a traffic gate on the north side of the basin via Wiltshire Way. The traffic gate is secured by a #3207 Masterlock.

## **Inspection and Maintenance**

The basin is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin.

### Inspection: Perform Each Visit

- Site Conditions: Examine fencing and access ramps for damage and overgrown vegetation.
- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Flow Line: Check for excess vegetation and sediment.
- Basin interior: Check for erosion, large/floating debris, and excess vegetation.
- Basin Inlets (1): Check for debris in the trash/access rack, cracks in the structure, erosion, and make sure the rack is properly locked/secured.
- Basin Outlets (3): Check the outlet pipes for debris in the trash/access rack, cracks in the structure, erosion, and make sure the rack is properly locked/secured. Check the overflow weir for cracks in the structure and erosion.

### Routine Maintenance: Perform at Various Visits

- Mowing: Mowing will be performed during the spring and summer visits to the basin.
- Spraying: As per the *Aquatic Pesticides Application Plan*, spraying is only permitted between the months of April and December. During this task follow the *Standard Protocol for Application of Herbicides and Pesticides for the use at Creeks, Channels, and Detention Basins* to ensure proper usage of pesticides. Please follow the specific instructions stated below:

#2- Treat only vegetation which may obstruct proper flow in center of basin. Use caution to avoid spray or drift to desirable vegetation.

The instructions may be altered due to current site or weather conditions. However, each change must be accompanied by a recommendation for use by a Pest Control Advisor.

- Hand Cleaning: Hand cleaning will be performed per the annual maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from low flow line, removing sediment and debris from inlet and outlet structures, replacing stone rip-rap to inlet and outlet structures as needed, removing dead vegetation from entire basin, and making any repairs as needed following inspection.

## B-98

### Anatolia North



#### General Information

<b>APN</b>	067-0430-028
<b>Owner</b>	City of Rancho Cordova
<b>Facility Map #</b>	318-215
<b>Thomas Guide Page</b>	320-D2
<b>Construction Project</b>	Anatolia II
<b>Wet or Dry</b>	Wet Basin
<b>Water Quality/Flood Control/Dual</b>	Dual

#### Site Characteristics

<b>Acreage</b>	9.5
<b>Side Slopes</b>	3:1
<b>Obstructions</b>	Anatolia North Channel inhibits slope mowing on the south and east slopes of the detention basin.
<b>Pump Station Associated w/ Basin</b>	None

#### Location

Detention basin #98 is located at the southeast corner of the intersection of Sunrise Boulevard and Bosphorus Drive.

#### Security

The basin does not currently have any exterior fencing on site. There is one vehicle access point at the northeast corner of the basin off of Anatolia Drive. A locked pipe gate (Masterlock #2214) guards an access ramp into the adjacent Anatolia North Channel.

## **Inspection and Maintenance**

The basin is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin.

### Inspection: Perform Each Visit

- Site Conditions: Examine pipe gate and access ramp for damage and overgrown vegetation.
- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Flow Line: Check for excess vegetation and sediment.
- Basin interior: Check for erosion at water line, large/floating debris, and excess vegetation. Woody vegetation may colonize basin. Basin was designed to accommodate low-medium density shrubby vegetation.
- Basin Inlets (3): A 30” diameter pipe outfalls at the northwest corner of the basin adjacent to Sunrise Boulevard. A 30” diameter pipe outfalls on the north side of the basin south of Niobe Circle. A low-flow 18” diameter pipe lies below the inlet weir at the northeast corner of the basin. Check for debris, cracks in structure, and erosion. Check access control racks for debris and ensure they are locked and secured.
- Inlet Weir (1): Located at the northwest corner of basin. Check riprap for erosion and displacement.
- Basin Outlets (1): Water leaves the basin through a 12” diameter pipe at the southwest corner of the basin and into the Anatolia North Channel. Check for debris, cracks in structure, and erosion.

•

### Routine Maintenance: Perform at Various Visits

- Mowing: Mowing will be performed twice per year during the spring and summer visits to the basin.
- Spraying: Spraying is not performed at the Anatolia North detention basin at this time.
- Hand Cleaning: Hand cleaning will be performed per the annual maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from low flow line, removing sediment and debris from inlet and outlet structures, replacing stone rip-rap to inlet and outlet structures as needed, removing dead vegetation from entire basin, and making any repairs as needed following inspection.

## B-99

### Anatolia South



#### General Information

<b>APN</b>	067-0090-037
<b>Owner</b>	Sun Ridge, LLC
<b>Facility Map #</b>	318-215, 318-218, 316-215
<b>Thomas Guide Page</b>	320-D3
<b>Construction Project</b>	Anatolia II
<b>Wet or Dry</b>	Wet Basin
<b>Water Quality/Flood Control/Dual</b>	Dual

#### Site Characteristics

<b>Acreage</b>	36.7
<b>Side Slopes</b>	3:1
<b>Obstructions</b>	Emergent marsh/ riparian wetland. No formal vehicular access locations exist.
<b>Pump Station Associated w/ Basin</b>	None

#### Location

Detention basin # 99 is along the east side of Sunrise Boulevard approximately 1000 feet south of the intersection of Sunrise Boulevard and Justinian Drive.

#### Security

This basin does not currently have any exterior fencing on site. No formal access points exist at this time. Access to the north side of the basin can be gained from the open area planned for Rancho Del Sol Park. The outlet structure can be accessed directly off of Sunrise Boulevard.

## **Inspection and Maintenance**

The basin is to be visited for inspection and maintenance four times per year to ensure proper operation of the basin. However, maintenance is not allowed in the emergent marsh/ riparian wetland, the middle chamber of the detention basin, unless the proper permits are obtained from the appropriate regulatory agencies.

### Inspection: Perform Each Visit

- Basin Slopes: Check for erosion, excess vegetation, debris, and animal burrows.
- Flow Line: Check for excess vegetation and sediment.
- Basin interior: Check for erosion at water line, large/floating debris, and excess vegetation. Woody vegetation may colonize basin. Basin was designed to accommodate low-medium density shrubby vegetation.
- Basin Inlets (2): A 30” diameter pipe outfalls on the north side of the basin south of Pyxis Circle. A 36” diameter pipe outfalls at the northwest corner of the basin adjacent to Sunrise Boulevard. Check for debris, cracks in the structure, and erosion. Check access control racks for debris and ensure they are locked and secured.
- Basin Outlets (1): Water leaves the basin through a single 42” diameter pipe at the southwest corner of the basin, adjacent to Sunrise Boulevard, and into the Folsom South Channel Overchute. Check for debris, cracks in structure, and erosion. Check trash rack for debris and ensure they are locked and secure.
- Spillway Weirs (2): Located on the south side of the basin and allows water to spill from the basin into the Anatolia Wetland Preserve. Check riprap for erosion and displacement.

### Routine Maintenance: Perform at Various Visits

- Mowing: Mowing will be performed twice per year during the spring and summer visits to the basin.
- Spraying: Spraying is not performed at the Anatolia South detention basin.
- Hand Cleaning: Hand cleaning will be performed per the annual maintenance schedule. According to the *Memorandum of Understanding* with the Department of Fish & Game, regularly scheduled hand cleaning is only permitted between June 1<sup>st</sup> and March 1<sup>st</sup>. If during inspection it is found that debris or sediment is blocking flow and may cause flooding, then hand cleaning is permitted at any time.

Hand cleaning tasks include: Removing sediment and debris from low flow line, removing sediment and debris from inlet and outlet structures, replacing stone rip-rap to inlet and outlet structures as needed, removing dead vegetation from entire basin, and making any repairs as needed following inspection.

## **Future Detention Basins**

1. Anatolia III (temporary)
2. Laguna Creek: north of Gerber Road and west of Bradshaw Road
3. Montelena
4. Sunridge Canyonlands
5. Sunridge Hetch Hetchy
6. North Douglas



## Qualified Personnel Responsibilities (By Others)

1. *Drainage channel function and erosion monitoring tasks.*
2. *Evaluating the accumulation of dead vegetative matter (thatch) and recommending removal as needed.*
3. *Evaluating the presence of newly introduced exotic plants and recommend management, if needed.*
4. *Evaluating site conditions and recommending remedial action to the Preserve Manager (Grantee).*
5. *Provide corrective action as needed to ensure the success of the conservation area.*

## Maintenance Activities and Guidelines

1. *Thatch Management*
  - a. *Controlled Burns: Consult local fire authorities and notify Corps of Engineers if planned.*
  - b. *Mowing: Notify Corps of Engineers prior to mowing and remove cut vegetation from site.*
2. *Flood Control: When necessary, remove vegetation, sediment, and trees from flow line using hand tools.*
3. *Non-Native Plant Species Management:*
  - a. *Hand/Mechanical Removal: Removal using handheld equipment is the desired method of non-native plant species management. The Corps of Engineers does not need to be notified if small mechanical equipment is used.*
  - b. *Biological Controls: Currently there is no biological control for Himalayan Blackberry, but there is for yellow star thistle. If a biological control is to be used, notify the Corps of Engineers and consult with the County Agricultural Commissioner for details.*
  - c. *Use of Herbicides for Non-Native/Exotic Pest Plant Management: Any use of herbicide, pesticide, fungicide, or insecticide must be approved by the Corps of Engineers prior to application.*
4. *Tree Removal: Native tree removal is only permitted if it is diseased, a threat to other trees, or is a danger to public safety or private property. The Corps of Engineers is to be notified if any tree removal is planned.*
5. *Mosquitoes: If mosquito control is necessary, consult with the local Mosquito Vector Control District and send a plan of action to the Corps of Engineers for review and approval.*
6. *Trash Removal: The Preserve Manager will coordinate any trash removal as needed.*
7. *Fencing and Signage: The Preserve Manager is responsible for the maintenance and replacement of the gates, fencing, and signage.*

## Prohibited Activities

The following activities are prohibited unless necessary to accomplish preservation, maintenance, repair, fire protection or enhancement as may be authorized by the Corps of Engineers.

1. *Access to the Preserve: There will be no public access to the Preserve*
2. *Vegetation Removal: No killing, removal, or alteration to native vegetation unless described above.*
3. *Burning and Dumping: No burning or dumping of rubbish, garbage, or any other waste unless for thatch management.*
4. *Disking: Disking is prohibited*
5. *Additional Roads, Trails, Benches, and Utility Lines: There will be no roads, trails, or benches in the Preserve area. Future construction of these structures must be approved by the Corps of Engineers.*
6. *Equipment or Fuel Storage: There will be no equipment or fuel storage within the Preserve.*
7. *Topography: Once adjacent development is complete in the area, there will be no leveling, grading, exploration, development, extraction of oil, gas, or minerals.*
8. *Pesticides or Chemical Agents: Other than the uses listed above, there will be no use of pesticides, fungicides, insecticides, or any other chemical agents.*
9. *Motor-Vehicle Use: No motorized vehicles shall be ridden, brought, used, or permitted on any portion of the Preserve except for the following: maintenance purposes, mosquito abatement, emergency, or law enforcement situations.*
10. *Construction: Once adjacent development is complete, no construction shall be allowed except for the above mentioned purposes.*
11. *Non-native plants: No non-native plants will be planted in the Preserve.*

## Preserve Inspections and Reporting

**General Inspection:** A general inspection will be conducted once per year during July. During the inspection, each of the following will be evaluated:

- *Erosion*
- *Fire-Hazard Reduction*
- *Fencing and Signage*
- *Trash Accumulation*
- *Unauthorized Motor Vehicle Use*

**Biological Inspection:** A biological inspection will be conducted once per year during September or October. During the inspection, each of the following will be evaluated:

- *Habitat Function*
- *Thatch Accumulation*
- *Newly Introduced Non-Native Plant Species*
- *Preserve Function*

Annual Reporting Requirements: The monitoring biologist will create an annual report and submit it to the Corps of Engineers no later than December 31 of each year. The report will include:

- *A map of the Preserve*
- *Photos documenting the status of the Preserve*
- *A description of proposed activities and maintenance or management actions*
- *A description of actions for which the Corps of Engineers notification or approval was not needed but were carried out during the year*
- *Observations from the biological inspection*
- *Recommendations for altered management practices*

## Barrett Ranch Conservation Easement



APN	203-0120-087, 203-0120-088
Owner	Wildlife Heritage Foundation
Acreage	1.06
Facility Map Page	378-182
Thomas Guide Page	239-A7, 259-A1
Grantee, Preserve Manager	Wildlife Heritage Foundation

### Purpose

The purpose of the Barrett Ranch conservation easement is to preserve, protect, and establish maintenance of the wetland area surrounding creek segment 55P17 of the Sierra Creek watershed.

### Preserve Manager (Grantee) Responsibilities

1. *Maintaining fencing and signage.*
2. *Coordinating trash removal*
3. *Conducting thatch/invasive plant management when necessary with qualified personnel.*
4. *Reviewing monitoring data, and recommending and coordinating with the Corps of Engineers for any remedial action.*
5. *Maintaining a log for the Preserve that will contain a record of all activities, correspondence, and determinations regarding the Preserve.*
6. *Performing general inspections of the Preserve.*
7. *Coordinating an annual biological inspection by a qualified biologist.*
8. *Arranging for any corrective action necessary to ensure the performance of the habitat at the Preserve.*

The Preserve Manager may retain professional biologists, botanists and other types of consultants to conduct inspections and monitoring activities at the Preserve.

## Qualified Personnel Responsibilities (By Others)

1. *Monitoring swale function and erosion.*
2. *Evaluating the accumulation of dead vegetative matter (thatch) and recommending removal as needed.*
3. *Evaluating the presence of newly introduced non-native plants and recommend management, if needed.*
4. *Conduction the biological inspection, collecting data on the Preserve and preparing reports.*
5. *Evaluating site conditions and recommending remedial action to the Preserve Manager (Grantee).*
6. *Assist in reviewing or planning restoration activities, use of the Preserve for education, or other tasks such as grant proposal.*

## Maintenance Activities and Guidelines

1. *Thatch Management*
  - a. *Controlled Burns: Consult local fire authorities and notify Corps of Engineers if planned.*
  - b. *Mowing: Notify Corps of Engineers prior to mowing and remove cut vegetation from site.*
  - c. *Grazing: Small grazers are permissible for thatch management. Submit a plan to the Corps of Engineers for review and approval.*
2. *Non-Native Plant Species Management:*
  - a. *Hand/Mechanical Removal: Removal using handheld equipment is the desired method of non-native plant species management. The Corps of Engineers does not need to be notified if small mechanical equipment is used.*
  - b. *Biological Controls: Currently there is no biological control for Himalayan Blackberry, but there is for yellow star thistle. If a biological control is to be used, notify the Corps of Engineers and consult with the County Agricultural Commissioner for details.*
  - c. *Use of Herbicides for Non-Native/Exotic Pest Plant Management: Any use of herbicide, pesticide, fungicide, or insecticide must be approved by the Corps of Engineers prior to application.*
3. *Tree Removal: Native tree removal is only permitted if it is diseased, a threat to other trees, or is a danger to public safety or private property. The Corps of Engineers is to be notified if any tree removal is planned.*
4. *Mosquitoes: If mosquito control is necessary, consult with the local Mosquito Vector Control District and keep the Corps of Engineers informed through the annual report.*
5. *Beaver Management: If beaver dams become established, the Preserve Manager should consult with the Monitoring Biologist to decide whether to leave the beavers alone, install beaver baffling devices, breach the beaver dam, or remove the beavers. The Corps of Engineers will be notified through the annual report.*
6. *Trash Removal: The Preserve Manager will coordinate any trash removal as needed.*
7. *Fencing and Signage: The Preserve Manager is responsible for the maintenance and replacement of the gates, post-and-cable fencing, and signage.*
8. *Fire Breaks: The Preserve Manager can create a 10-foot minimum firebreak along the west side of the Preserve, although it is not required by the Corps of Engineers.*

## Prohibited Activities

The following activities are prohibited unless necessary to accomplish preservation, maintenance, repair, fire protection or enhancement as may be authorized by the Corps of Engineers.

1. *Access to the Preserve: There will be no public access to the Preserve.*
2. *Vegetation Removal: No killing, removal, or alteration to native vegetation unless described above.*
3. *Burning and Dumping: No burning or dumping of rubbish, garbage, or any other waste unless for thatch management.*
4. *Disking: Disking is prohibited.*
5. *Additional Roads, trails, benched, and utility lines: There will be no roads, trails, or benches in the Preserve area. Future construction of these structures must be approved by the Corps of Engineers.*
6. *Equipment or fuel storage: There will be no equipment or fuel storage within the Preserve.*
7. *Topography: Once adjacent development is complete in the area, there will be no leveling, grading, exploration, development, extraction of oil, gas, or minerals.*
8. *Pesticides or Chemical Agents: Other than the uses listed above, there will be no use of pesticides, fungicides, insecticides, or any other chemical agents.*
9. *Motor-Vehicle Use: No motorized vehicles shall be ridden, brought, used, or permitted on any portion of the Preserve except for the following: maintenance purposes, mosquito abatement, emergency, or law enforcement situations.*
10. *Construction: Once adjacent development is complete, no construction shall be allowed except for the above mentioned purposes.*
11. *Non-native plants: No non-native plants will be planted in the Preserve.*

## Preserve Inspections and Reporting

General Inspection: A general inspection will be conducted a minimum of twice per year, one during the summer and one during the winter. During the inspection, each of the following will be evaluated:

- *Erosion*
- *Fire-Hazard Reduction*
- *Fencing and Signage*
- *Trash Accumulation*
- *Unauthorized Motor Vehicle Use*

Biological Inspection: A biological inspection will be conducted twice per year: once during the spring, and once during the fall. The spring inspection is to assess the various habitats during the floristic season. The fall inspection is to assess upland habitats, problem areas, and success or restoration efforts. Although each inspection has a different focus, each of the following will be evaluated:

- *Habitat Function*
- *Thatch Accumulation*
- *Newly Introduced Non-Native Plant Species*
- *Preserve Function*

Annual Reporting Requirements: The monitoring biologist will create an annual report and submit it to the Corps of Engineers no later than December 31 of each year. The report will include:

- *A map of the Preserve*
- *Photos documenting the status of the Preserve*
- *A description of proposed activities and maintenance or management actions*
- *A description of actions for which the Corps of Engineers notification or approval was not needed but were carried out during the year*
- *Observations from the biological inspection*
- *Recommendations for altered management practices*

## Fox Creek Conservation Easement



APN	206-0260-009
Easement	County of Sacramento
Acreage	4.1
Facility Map Page	378-155 / 376-155
Thomas Guide Page	257-H1
Grantee	County of Sacramento

### Purpose

The purpose of the Fox Creek conservation easement is to preserve, protect, and establish maintenance of the wetland area surrounding creek segment 53E15 of the NEMDC Tributary 3 watershed.

# Appendix A



**County of Sacramento  
Storm Water Detention Basins**

<u>Facility Number</u>	<u>Name</u>	<u>APN</u>	<u>County Owned</u>	<u>Facility Map</u>	<u>Thomas Bros. Map Page</u>	<u>Wet / Dry</u>	<u>WQ / Flood Control Basin</u>	<u>Acreage</u>	<u>Side Slopes</u>	<u>Associated Pump Station</u>	<u>County Maintained</u>	<u>Maintenance Agreement</u>
B-01	Unionhouse Creek / East Stockton Blvd	115-0210-030	Yes	292-167	338-C5	Dry	Dual	1.7	2:1	NA	Yes	SACDOT
B-03	Howe Avenue	277-0250-006; -009; -024	No	334-164	298-B3	Dry	Flood	10.8	3:1	D-05	Yes	NA
B-04	Manlove	075-0010-002	Yes	328-179	298-H6	Dry	Flood	2.3	3:1	D-10	Yes	NA
B-05	Wilhaggin	292-0180-021	No	328-176/9; 330-176/9	298-G5	Dry	Flood	13	UNK	D-43	Yes	NA
B-06	Silver Springs Ranch / Dierks Ranch	123-0220-062	Yes	290-200	339-G6	Wet	Dual	5.0	3:1	NA	Yes	HOA
B-25	Antelope North Road	203-0240-014	Yes	384-191	239-D5	Dry	Dual	2.2	3:1	NA	Yes	NA
B-38	North Metro Air Park	201-1020-073	Yes	374-125, 376-125	256-E4	Dry	Flood	23	4:1	D-49	Yes	NA
B-39	South Metro Air Park	201-1020-067	Yes	372-125, 374-125	256-E4	Wet	Dual	19	4:1	D-49	Yes	NA
B-78	Unionhouse Creek / Elk Grove Florin Road	121-0030-050; -051; -056	Yes	294-179	338-H4	Dry	Flood	5.0	UNK	NA	Yes	NA
B-79	Strawberry Creek / East Stockton Blvd	115-0130-032	Yes	288-167	338-C6	Dry	Flood	3.7	1:1	NA	Yes	NA
B-81	Unionhouse Creek / Lenhart	115-0210-034	Yes	292-167	338-C5	Dry	Flood	1.9	3:1	NA	Yes	NA
B-84	Bear Hollow	072-0370-096	Rancho Cordova	328-203/6	299-J5	Wet	Dual	24	3:1	D-44	Yes	NA
B-88	Hackberry	230-0860-005	No	358-191	279-C1	Dry	Flood	1.0	3:1	NA	No	NA
B-89	Hazelwood	271-0243-007 through 010	Yes	344-182	278-J6	Dry	Flood	1.7	3:1	NA	Trash rack	Parks
B-90	Silver Legends	122-0120-010; -036; -038	Yes	286-194	339-D7	Wet	Dual	2.2	UNK	D-22	Yes	NA
B-91	Laguna Creek / Polo Crosse	122-0420-022	No	290-200	339-F6	Dry	Dual	2.8	3:1	NA	Low flow easement	NA
B-92	Fox Creek	206-0033-004	No	376-155	257-H1	Dry	Dual	2.4	UNK	NA	Yes	NA
B-95	Robla Creek	214-0330-072	Yes	368-155	257-H4	Dry	Flood	2.1	UNK	NA	Yes	NA
B-96	Ottomon Hills	213-1030-018	Yes	374-227	260-H2	Dry	Dual	0.75	3:1	NA	Yes	NA
B-98	Anatolia North	067-0430-028	Rancho Cordova	318-215	320-D2	Wet	Dual	9.5	3:1	NA	Yes	NA
B-99	Anatolia South	067-0090-037	Rancho Cordova	318-218/5; 316-215	320-D3	Wet	Dual	36.7	3:1	NA	Yes	NA

# Appendix B

# COUNTY OF SACRAMENTO

Inter-Department Correspondence

MP mp  
HN  
KD JD FOR SIGNATURE

October 14, 2004

**TO:** Michael Peterson, Principal Civil Engineer  
Department of Water Resources

**FROM:** Stephen Kenning, Senior Civil Engineer  
Drainage Operations and Maintenance

**SUBJECT:** MOU Between SacDOT and SacDWR



Attached for your review are two identical copies of an MOU between SacDOT (Sacramento County Department of Transportation) and SacDWR (Sacramento County Department of Water Resources). Both copies have been reviewed by me, and have already been signed off by Tom Zlotkowski of SacDOT.

Please review the attached MOU and then forward to Keith DeVore for his signature. Send the original signed documents to Todd Peterson for filing and final distribution. Or Paul Brokken (5-7136) can pick-up the documents after they have been signed by Keith.

The purpose of the attached MOU is to allow SacDOT's landscape contractor to maintain SacDWR's stormwater detention basin located at on the west side of E. Stockton Boulevard, at the N/B Highway 99 off-ramp at Mack Road (across E. Stockton Boulevard from Costco). Piggybacking SacDOT's current contract will result in competitive pricing for the work, as well as minimizing the SacDWR staff time that would otherwise be needed to separately bid the work.

SacDWR's previous maintenance contract for this detention basin expired in July 2004. It was determined that SacDOT's current landscape contractor could perform the maintenance on this property for a lower annual fee than SacDWR paid for last year's contract landscape maintenance. Last year, SacDWR paid approximately \$500 per month, while SacDOT's estimated monthly billing fee will be \$378 per month. SacDOT will bill SacDWR annually. SacDOT has been utilizing this contractor for several years (California Landscape Associates, Inc.), and the contractor has been giving honest and reliable service.

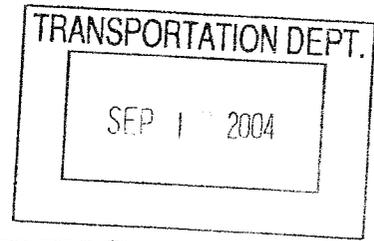
Todd Peterson solicited a bid from MSA's Department of Parks and Recreation. Their bid for the landscape maintenance work at the subject stormwater detention was \$1,200 per month.

Your prompt attention to this matter is appreciated.

CC: WITH AGREEMENT  
-TED THATCHER, DWR

TP:pmb

Contract: E. Stockton Blvd Stormwater Detention Basin Landscape Maintenance  
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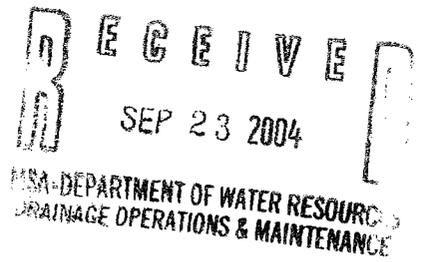
# MEMORANDUM OF UNDERSTANDING

**REGARDING:** Landscape Maintenance Agreement For E. Stockton Blvd Stormwater Detention Basin

**BETWEEN:** Sacramento County Department of Transportation

**AND:** Sacramento County Department of Water Resources

**DATE:** September 7, 2004



**A. GENERAL:**

1. DEFINITIONS:  
 SacDOT: Sacramento County Department of Transportation  
 SacDWR: Sacramento County Department of Water Resources
  
2. PURPOSE:  
 The purpose of this Memorandum is to agree upon and clarify the responsibilities and duties between SacDOT and SacDWR for landscape maintenance services at the E. Stockton Boulevard Stormwater Detention Basin site.
  
3. LOCATION:  
 The detention basin is located on the west side of E. Stockton Boulevard, at the N/B Highway 99 off-ramp at Mack Road (across E. Stockton Boulevard from Costco). APN: 115-0210-030-0000. See attached Vicinity Map, "Exhibit 1".
  
4. BACKGROUND:  
 SacDWR's previous landscape maintenance contract for the subject detention basin expired in July 2004. SacDWR would prefer to utilize SacDOT's expertise in contracting out landscape maintenance services.

**B. RESPONSIBILITIES:**

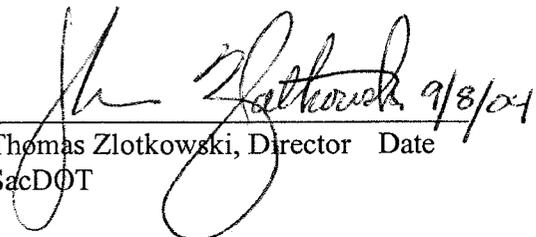
1. Landscape Maintenance services shall be consistent with the current level of service used throughout SacDOT's Contract Services Section privately contracted work. SacDOT will contract with a private company to perform the landscape maintenance services as follows:
  - Removal of litter and debris from shrub areas and adjacent hardscapes, and weed control (weekly);
  - Maintenance, repair, and replacement of irrigation heads, valves, backflow preventors, and controllers (weekly inspection);
  - Shrub and tree maintenance, including pruning, fertilization, staking, stake removal, guying, and pest control (alternate months); and

- Plant material replacement (as needed or requested).
2. The landscape maintenance as detailed in this agreement does NOT include maintenance of the basin sideslopes or invert. The maintenance and removal of vegetation and trash in the basin sideslopes and invert shall be the responsibility of SacDWR.
  3. The monthly maintenance cost for the above listed routine landscape maintenance shall be determined by the bid amount for the East Stockton Detention Basin site in the current contract.
  4. Unscheduled work shall be performed as needed and shall not exceed 30% of the monthly maintenance without prior approval by SacDWR.
  5. SacDOT administration costs are estimated at a total of 24 hours annually and are billable at the most current rate for the specific staff position performing the administration.
  6. All costs shall be determined at the close of the fiscal year and reimbursement requests shall be prepared by DOT and forwarded to DWQ. The costs shall be identified by: monthly maintenance costs, unscheduled work or SacDOT staff time to administer the landscape maintenance services.
  7. Utility costs shall be managed and paid by SacDWR.

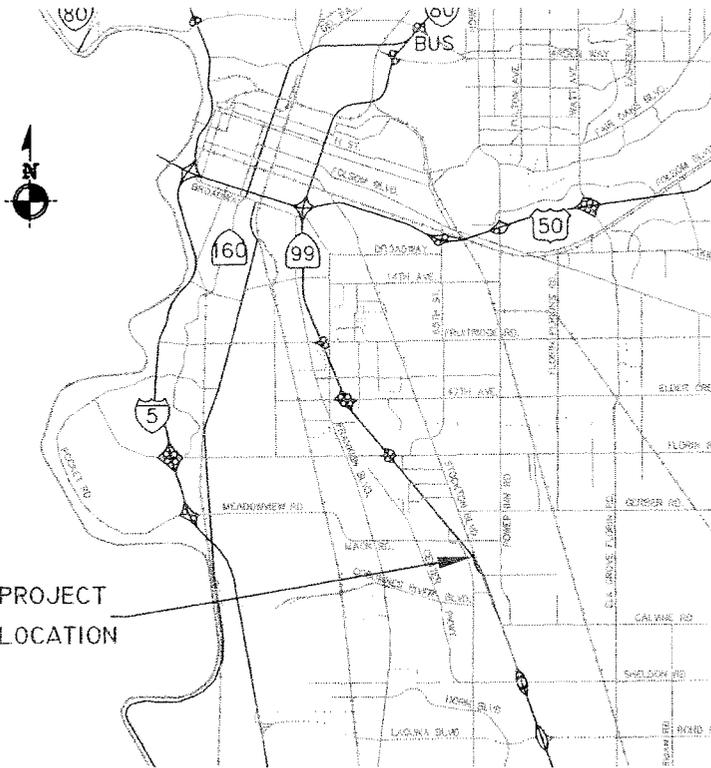
**C. MISCELLANEOUS:**

1. This Agreement shall be in effect immediately and remain in effect until either Department decides to terminate this Agreement. The required termination notice lead time shall be dependant upon contractual obligations of the current executed contract with the vendor; currently a 30-day notice to remove a project site for a contract is required.
2. Modifications or amendments affecting this Agreement shall be in writing, and approved and executed by both parties.
3. This Agreement constitutes the understanding between SacDOT and SacDWR as to the subject matter contained herein.

H.S.  
RAM

  
 \_\_\_\_\_  
 Thomas Zlotkowski, Director      Date  
 SacDOT

  
 \_\_\_\_\_  
 Keith DeVore, Director      Date  
 SacDWR



VICINITY MAP



COUNTY OF SACRAMENTO  
 MUNICIPAL SERVICES AGENCY  
 DEPARTMENT OF WATER RESOURCES  
**DRAINAGE OPERATIONS &  
 MAINTENANCE SECTION**

**DETENTION BASIN  
 AT HIGHWAY 99**



**LOCATION MAP**

THOMAS MAP 338-C5

"Exhibit 1"

*FA-440*  
*7-6-04*

# CALIFORNIA LANDSCAPE ASSOCIATES INC.

*MUSEP*

July 6, 2004

County of Sacramento  
Attn: Bret Krieger  
4100 Traffic Way  
Sacramento, CA 95827

RE: Landscape Maintenance for East Stockton Detention Basin

Mr. Krieger:

As requested, the following are landscape maintenance estimate and related items to the site.

A weekly service for maintaining the site with trash pickup, irrigation management, shrub pruning up to 6 times per year along with general maintenance. This would include weed control and fertilizer.

Monthly cost: \$378.00



Irrigation repairs & other:

Lateral line repair	Approx.	\$35.00
Cap 7 emitter heads	Approx.	\$42.00
Prune dead branches on some shrubs	Approx.	\$38.00

Should you like to discuss this matter further, please contact our office. If you would like to proceed let our staff know ASAP. This would allow us to schedule our personnel.

Respectfully,

Todd F. Marentis  
President

Jon - Keith HA -  
READ TO RECORD  
MP

# COUNTY OF SACRAMENTO

## Municipal Services Agency Correspondence

**DATE:** 5/3/2007

**TO:** Ray Thompson  
Deputy County Council

**FROM:** Jon Money  
Associate Engineer

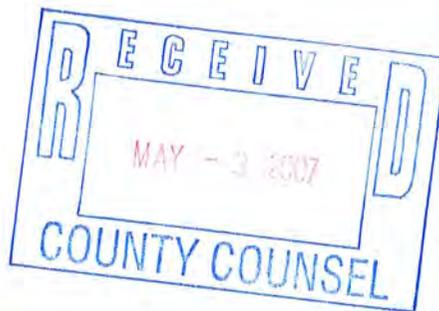
**SUBJECT:** Maintenance Agreement – Silver Springs Ranch

Ray,

Enclosed is a maintenance agreement for a detention basin in the Silver Springs Ranch subdivision that we have been trying to finalize for a number of years. Bill Forrest had negotiated most of the contract before he took a position with the City of Galt and had sent previous copies to County Council for review. The homeowner's association has finally signed off and I need your and Keith Devore's signatures to finalize the document.

Please review the attached document for any errors, sign and then forward to Keith for signature. You can then send it back to me or have your office record it. Please let me know if you have any additional questions.

Thanks,  
Jon Money



5/16/07

Keith:

I have approved this as to form - based mostly on the observation that it was signed by the other party in February and the problems I see with the document are probably insignificant in the large picture of needing to get this done.

Ray

Keith, this agreement identifies association obligations & limits liability for installation of improvements when County can't install fire a detention basin.  
Please sign  
MP



P. O. BOX 191825 SACRAMENTO CA 95819-7825 1-866-386-8580 ADVANCEDMGMT.COM

**MEMORANDUM**

Date: April 26, 2007

To: John Money  
Department of Water Resources  
From: Mariah Cook  
Subject: Silver Springs Ranch Homeowner Association

Dear Mr. Money,

My supervisor, Marco Babich, asked me to mail these documents to you. If you have any questions, please do not hesitate to call him at 916-386-8580 x2 or email him at marco@advancedmgmt.com.

Regards,

A handwritten signature in cursive script that reads "Mariah Cook".

Mariah Cook  
Assistant Property Manager

\_\_\_\_\_  
SIGNATURE

ADDRESS: <u>Steed Way</u>
APN: <u>123-0220-062</u>
DISTRICT: _____
AUTHORIZED BY: _____

**RETURN TO:**

COUNTY OF SACRAMENTO  
DEPARTMENT OF WATER RESOURCES  
MAIL CODE ~~01-301~~ 64-001  
ATTN: ~~Bill Forrest~~ JON MONEY

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**MAINTENANCE AGREEMENT**

THIS AGREEMENT (the "Agreement") made and entered into this 18<sup>th</sup> day of May 2005, by and between the **COUNTY OF SACRAMENTO, a political subdivision of the State of California** hereinafter called "County" and, **Silver Springs Ranch Homeowners Association** hereinafter called "Association."

**RECITALS**

A. The Association provides facilities of mutual benefit to the property owners of the subdivision known as Dierk's Ranch Subdivision Map (AKA Silver Springs Ranch). The Association will construct, reconstruct, repair and forever maintain thereon, a pedestrian path/walkway, landscaping, irrigation systems and post and cable fencing (the "Facilities"), on land deeded to the County of Sacramento for drainage purposes (APN 123-0220-062) (the "Basin").

B. County agrees to allow construction of the above-named Facilities within the Basin provided the Association enters into this Agreement to forever maintain said Facilities.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein, the parties agree as follows:

1. **Permit to Construct.** The County shall permit the construction and maintenance of the identified Facilities described in Recital A, above, on the Basin (APN 123-022-062). If any new facilities are to be constructed after the signature date of this Agreement, then the Association will obtain Water Agency Permits from the County.

2. **Agreement Binding On Successors In Interest.** This Agreement is an instrument affecting the title or possession of the real property. All the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of the successors in interest of Association. Upon any sale or division of the real property, the terms of this Agreement shall apply separately to each parcel, and the owner of each parcel shall succeed to the obligations imposed on Association by this Agreement. As used in this Agreement, the term "Association" shall include all successors in interest to the above named Association. This Agreement shall be recorded in the office of the County Recorder.

3. **Association Maintenance Obligations.** Beginning as of the date hereof, Association, at Association's sole cost and expense, shall maintain the Facilities in good working order and repair such. This includes the maintenance of the entire perimeter of the Basin from the boundary line of the Basin parcel to two feet (2') from the top of the slope, including the landscaping, shredded bark and mulch, weed control, litter removal, irrigation system, pedestrian walkways and shoulders, and post and cable fencing. The open style wrought iron/tubular steel fencing that is the border of the detention basin and the surrounding private lots shall be the responsibility of the private lot owners. As point of information, the basin is engineered to never be dry. Mosquito abatement measures shall be the responsibility of the County and the applicable Vector Control District. Vegetation debris and sediment shall be disposed of properly off-site and not within the detention Basin parcel. The maintenance, repairs and locking of all post and cable fencing and gates shall be the responsibility of the Association. The Association may use "Round-Up" or similar formulated herbicides within the Basin but shall not apply such herbicides within the water or within 24 hours of expected rain. The County shall have no obligation to maintain the identified Facilities.

4. **Indemnity.** The Association agrees to indemnify and to hold harmless the County, the Sacramento County Water Agency, a political subdivision of the State of California, their officers, employees, and agents from any and all losses, liability or damage that may result to either the Association, his assigns, successors in interest, tenants, or any third party as a direct or indirect result of the use, or maintenance of said facilities. Association shall defend, indemnify, and hold harmless County, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

5. **County Maintenance Responsibilities.** The County only accepts maintenance responsibility for the flood control and stormwater quality treatment aspects of the detention Basin and the outfall drainage facilities. The basin will not be maintained for aesthetic enhancement. The County will not be responsible for litter removal anywhere with the detention Basin parcel. The County's maintenance obligations for the Basin starts from two feet (2') from the top of slope. Vegetation debris and sediment from the Basin shall be disposed of properly off-site and not within the Basin or Facilities. The County's maintenance responsibility of the Basin shall include the removal of bulrush, cattails, algae, and volunteer trees growing along the bank areas within the Basin. The County shall use reasonable care to avoid damaging or removing trees planted by Morrison Homes as part of the development of the Silver Springs/Dierks Ranch development. Volunteer (naturally occurring) trees that grow on the islands that are within the detention basin will not be trimmed or removed by the County. The County may use "Round-Up" or similar formulated herbicides within the Basin but shall not apply such herbicides within the water or within 24 hours of expected rain. The County shall utilize Aqua-Master for vegetation control within the water areas of the Basin. The County will attempt to coordinate maintenance activities with the Association to facilitate mosquito abatement activities. Association may hire a third party contractor to complete maintenance desired by Association but not completed by County.

6. **Waiver of Claims.** Association, its heirs, assigns, and successors in interest shall unconditionally waive any claim of liability on the part of the County, its officers, agents and employees for any property damage or personal injury arising out of, or in any way related to, the maintenance of the facilities by the Association.

7. **Authority.** Each party warrants that the person[s] signing this Agreement on behalf of the party is authorized to do so, and the party has full power and authority to make the agreements contained herein.

8. **Notices.** All notices, consents, approvals and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made (a) upon delivery if hand delivered; (b) one (1) day after delivery to any overnight courier service, fee prepaid; or (c) three (3) days after deposit with the United States Postal Service as registered or certified mail, postage prepaid, and in each case addressed as follows:

**ASSOCIATION:**

Silver Springs Ranch Homeowners Association  
c/o Advanced Property Management  
P.O. Box 191825  
Sacramento, CA 95819-7825

Attn: Marco Babich  
Telephone: 916-386-8580  
Facsimile: 877-873-5516

COUNTY:

Principal Engineer  
Drainage Division  
Department of Water Resources  
County of Sacramento  
Attn: Michael Peterson  
827 7<sup>th</sup> Street, Suite 301  
Sacramento, CA 95814  
Telephone: (916) 874-8913  
Facsimile: (916) 874-8693

**9. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto regardless of any prior oral or written memoranda or purported agreement, and this Agreement may only be modified in a writing that is signed by all of the parties hereto. This Agreement is binding upon the parties hereto and on their respective affiliates, successors, heirs, legal representatives, and assigns.

**10. Further Acts.** The parties agree to execute and deliver such further documents as may be necessary or appropriate to effectuate the purposes of this Agreement.

**11. Construction.** Each party was represented by legal counsel in the negotiation and execution of this Agreement or had opportunity to consult with an attorney of the party's choice. As a result of that representation or opportunity for representation, the terms of this Agreement were created out of the combined efforts of the parties and their attorneys, if any, and shall be construed neither for nor against either party.

**12. Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same agreement.

In witness whereof, the parties have signed this Agreement effective as of the Date first written above.

California

**COUNTY OF SACRAMENTO**  
**A political subdivision of the State of**

By Keith DeVore  
Keith DeVore, Director  
Department of Water Resources

REVIEWED AND APPROVED BY  
COUNTY COUNSEL

Roy C. Lopez  
Deputy County Counsel

**Silver Springs Ranch Homeowner's  
Association**

By Gail Lee Cretcher 2-16-07  
President

See Attached  
Notarial Certificate

State of California )

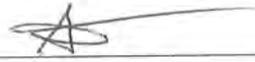
)ss.

County of Sacramento)

On 2-17, <sup>2007</sup>~~2005~~ before me, Greg Cameron Higley, personally appeared Enid Lee Caceres, personally known to me - **OR** -  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.

**WITNESS my hand and official seal.**





(Notary Seal)

Signature of Notary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

SACRAMENTO

County of \_\_\_\_\_

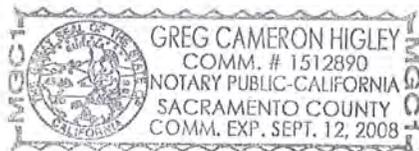
GREG CAMERON HIGLEY

On 2-17-07 before me, \_\_\_\_\_  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gail Lee Costello  
Name(s) of Signer(s)

personally known to me

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.



WITNESS my hand and official seal

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document  
Title or Type of Document: Maintenance Agreement

Document Date: 2-16-07 Number of Pages: 6

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gail Lee Costello

- Individual
- Corporate Officer — Title(s): President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer is Representing: \_\_\_\_\_

Signer's Name, \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer is Representing \_\_\_\_\_



**COUNTY OF SACRAMENTO**

WATER RESOURCES DIVISION.....KEITH DEVORE, Chief  
COUNTY ADMINISTRATION BUILDING Phone: (916) 874-6851  
827 SEVENTH STREET, ROOM 301 Fax: (916) 874-8693  
SACRAMENTO, CA 95814

www.sna.com/saccowr/wrd

PUBLIC WORKS AGENCY  
WARREN H. HARADA, Administrator

CHERYL F. CRESON, Director  
County Engineering  
ROBERT F. SHANKS, Director  
District Engineering  
JOHN W. NEWTON, Director  
General Services  
PATRICK L. GROFF, Director  
Public Works Administration

**APPROVED**  
BY RESOLUTION #44-1555  
BOARD OF SUPERVISORS

DEC 07 1999  
*Cindy H. Turner*  
By \_\_\_\_\_  
Clerk of the Board

December 7, 1999

**TO:** Board of Supervisors  
**FROM:** Department of District Engineering  
**SUBJECT:** AGREEMENT FOR MAINTENANCE OF HAZELWOOD AVENUE  
STORMWATER DETENTION FACILITY

**RECOMMENDATION:**

It is recommended that your Board approve the attached Resolution authorizing the Chair to execute the attached Agreement for Maintenance of Hazelwood Avenue Stormwater Detention Facility.

**DISCUSSION:**

On May 18, 1999 your Board approved award of Contract 3341, the Hazelwood-Mission Storm Drain Project, to Azteca Construction. Construction of this project is scheduled for completion in early December, 1999. A portion of this project includes the construction of approximately two acres of landscaped storm drain detention basin. The detention basin is located at 4600 Hazelwood Avenue approximately 500 feet west of Mission Avenue. The detention basin design is done in cooperation with local residents, Mission Oaks Recreation and Park District, Sacramento County Regional Parks, and the Water Resources Division.

This project is a remedial drainage project in an established neighborhood. All of the participating parties determined that the detention basin should be an attractive open area with regular security patrols and maintained landscaping. The basin is designed to be a "dry" public green area most of the time and will only detain water for a limited amount of time during storm events. The detention basin is in the vicinity of public parks operated and maintained by Mission Oaks Recreation and Park District. Mission Oaks is a dependent district of the County of Sacramento.

The attached agreement provides for the County Stormwater Utility to reimburse Mission Oaks Recreation and Park District for the expense and administration of maintaining the Hazelwood detention basin during normal "dry" use. The services provided by Mission Oaks include landscape maintenance, utility costs, patrols by off duty Sheriff's deputies, and administrative

Board of Supervisors  
December 7, 1999  
Page 2 of 2

overhead. The agreement also states that County forces will clean up the basin after storm events which have floated in debris external to the landscaped basin area. The Mission Oaks Recreation and Park District Advisory Board of Directors approved and signed two copies of the agreement (attached) on November 2, 1999.

**FINANCIAL CONSIDERATIONS:**

The estimated average monthly cost for this service is \$1,100. Funding for this service is budgeted for and will be paid for by the Stormwater Utility.

**RECOMMENDATION:**

It is recommended that your Board approve the attached Resolution authorizing the Chair to execute the attached Agreement for Maintenance of Hazelwood Avenue Stormwater Detention Facility.

Respectfully submitted,

APPROVED:

\_\_\_\_\_  
Robert F. Shanks, Director  
Department of District Engineering

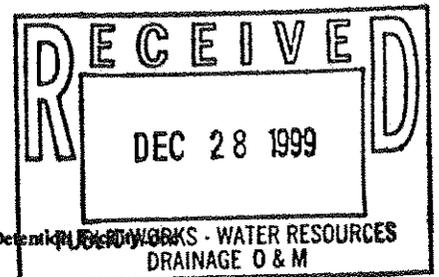
Terry Schutten  
County Executive

By: \_\_\_\_\_  
Warren H. Harada, Administrator  
Public Works Agency

Contact for Additional Information:  
Brett Forrester, Senior Civil Engineer, 874-8235

*BF:JCF:jcf*

cc: (6) Water Resources -- Steve Podretti, Brett Forrester, Greg Ohanesian, Mike Peterson, Jay Fenske, and file  
302/16.80



# Document Approvals

For

**Execute Agreement For Maintenance Of Hazelwood Avenue  
Stormwater Detention Facility (M. Johnson)**

**Status**  
Approved

**User**  
Warren H Harada

**Date**  
11/22/99

COUNTY OF SACRAMENTO

RESOLUTION NO. 99-1555

RESOLUTION TO EXECUTE THE AGREEMENT FOR MAINTENANCE OF HAZELWOOD AVENUE STORMWATER DETENTION FACILITY

WHEREAS, COUNTY desires to engage the services of the MISSION OAKS RECREATION AND PARK DISTRICT for maintenance of the Hazelwood Avenue Stormwater detention Facility; and

WHEREAS, DISTRICT desires to maintain the Hazelwood Avenue Stormwater Detention Facility; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Chair of the Board of Supervisors be and is hereby authorized and directed to execute an agreement, in the form hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with MISSION OAKS RECREATION & PARK DISTRICT, a dependent district of the County of Sacramento, and to do and perform everything necessary to carry out the purpose of this resolution.

ON A MOTION BY Supervisor Johnson, seconded by Supervisor Collin, the foregoing resolution was passed and adopted this 7th day of December, 19 99, by the following vote, to wit:

AYES:	Supervisors:	Collin, Dickinson, Niello, Nottoli, Johnson
NOES:	Supervisors:	none
ABSENT:	Supervisors:	none
ABSTAIN:	Supervisors:	none

*Muriel P. Johnson*  
Chair, Board of Supervisors



ATTEST:

*Cindy H. Turner*  
Clerk, Board of Supervisors

In accordance with Section 25103 of the Government Code of the State of California a copy of this document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento on

DEC 07 1999

FILED

By *Wilma DeWine*  
Deputy Clerk, Board of Supervisors

DEC 07 1999

BOARD OF SUPERVISORS  
BY *Cindy H. Turner*

**AGREEMENT FOR MAINTENANCE OF HAZELWOOD  
AVENUE STORMWATER DETENTION FACILITY**

This Agreement is made and entered into this 7th day of December, 1999, by and between the Water Resources Division of the Public Works Agency, County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Mission Oaks Recreation and Park District, a dependent district of the County of Sacramento, and a political subdivision of the State of California, hereinafter referred to as "DISTRICT".

**RECITALS**

WHEREAS, COUNTY has constructed the Hazelwood Avenue Stormwater Detention Facility; and

WHEREAS, COUNTY has determined that it is necessary to provide maintenance of the Hazelwood Avenue Stormwater Detention Facility; and

WHEREAS, DISTRICT desires to maintain the Hazelwood Avenue Stormwater Detention Facility; and

WHEREAS, COUNTY desires to engage DISTRICT to perform the needed services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and DISTRICT agree as follows:

I. **INCORPORATION OF RECITALS**

The foregoing recitals are hereby incorporated by reference.

II. **TERM**

This Agreement shall be effective as of the date first written above and shall remain in effect until and unless terminated by one or both parties of this Agreement.

III. **SCOPE OF WORK**

The District shall perform and be responsible for the following services:

- A. Maintaining the quality of the landscaped areas equal to that provided other District parks, although mowing may be precluded during wet weather conditions due to the specific function of the facility.
- B. Providing security patrols on a schedule consistent with that provided other District parks.

- C. Providing for opening and closing the easternmost access gate daily, based on a schedule consistent with that provided other District parks.
- D. Providing the County Public Works Agency with a gate key for access.
- E. Cleaning up park-related debris, such as tree limbs and other debris, that are not floated in by storm water from an external source to the landscaped basin area.

The County shall perform and be responsible for the following services:

- A. Coordinating with District staff the scheduling of the maintenance of the drainage structure by County crews to forestall damage to turf and irrigation heads.
- B. Scheduling County crews to clean up and remove debris floated in by storm water from an external source to the landscaped basin area and notifying the District of such activities.
- C. Either the District or the County may open the westernmost gate for the purpose of maintenance. The gate is to be locked after the work is completed.

#### IV. APPORTIONMENT OF COSTS

The County agrees to pay the district for the cost, including administrative overhead, of performing the duties outlined in Section III. "Scope of Work".

Maintenance and other related expenses shall be determined based on actual costs, with periodic adjustments to the Agreement for any anticipated increased expenses, such as those associated with the District's contractual agreement for landscape maintenance and utility costs, including water. Monthly adjustments may be made, as needed, for unanticipated expenses, such as repair of acts of vandalism or damage from a flood event.

#### V. INVOICES, PAYMENTS, AND NOTICES

- A. DISTRICT shall submit periodic invoices, not more frequently than monthly, for the services actually rendered during the preceding period. COUNTY and DISTRICT shall mutually agree on the format, content, and supporting documentation for invoices that will provide sufficient project management information to identify the actual level of work effort and the actual expenditures on tasks and subtasks required by this Agreement. COUNTY shall pay, within thirty (30) days of receipt and approval, invoiced amounts that are undisputed. The parties agree to exercise good faith and diligence in the resolution of any disputed invoiced amounts.
- B. Any invoice, payment, notice, demand, request, consent, or approval that either party hereto may or is required to give the other shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:

County of Sacramento  
Water Resources Division  
827 Seventh Street, Room 301  
Sacramento, CA 95814  
ATTN: Brett Forrester

TO DISTRICT:

Mission Oaks Recreation and Park  
District  
3344 Mission Avenue  
Carmichael, CA 95608  
ATTN: Debby Walker

VI. INDEMNIFICATION

DISTRICT shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, employees, and representatives from and against any and all claims, losses, costs, expenses, injuries, liabilities, damages, demands, and actions arising out of or resulting from the performance of this Agreement, caused by any negligent or willful act or omission of the DISTRICT, its officers, agents, employees, representatives, or anyone directly or indirectly acting on behalf of the DISTRICT.

COUNTY shall indemnify, defend, and hold harmless the DISTRICT, its officers, agents, employees, and representatives from and against any and all claims, losses, costs, expenses, injuries, liabilities, damages, demands, and actions arising out of or resulting from the performance of this Agreement, caused by any negligent or willful act or omission of the COUNTY, its officers, agents, employees, representatives, or anyone directly or indirectly acting on behalf of the COUNTY.

VII. APPLICABLE LAWS

This Agreement shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Any action arising out of this Agreement shall be filed in any appropriate Sacramento County Court having jurisdiction or, if appropriate, in the United States District Court for the Eastern District of California.

VIII. TERMINATION

- A. Either party may terminate this Agreement upon the substantial failure of performance by the other party, provided such terminating party first transmits written notice of intent to terminate to the party failing to perform and allows such party a reasonable opportunity to correct said failure of performance.
- B. COUNTY shall have the right to terminate this Agreement at any time by serving upon DISTRICT sixty (60) days advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited with the United States Postal Service, first class postage prepaid and addressed to DISTRICT at the address indicated in this Agreement.

IX. AMENDMENTS

Modification or amendments affecting the scope of work hereunder that result in an increase of the compensation to be paid by COUNTY to DISTRICT under this Agreement shall be in writing and executed by both parties.



on December 7, 1999

COUNTY OF SACRAMENTO

Dated December 10, 1999

Clerk of said Board of Supervisors

RESOLUTION NO. 99-1555

By Glorayne Dewberry Deputy

RESOLUTION TO EXECUTE THE AGREEMENT FOR MAINTENANCE OF HAZELWOOD AVENUE STORMWATER DETENTION FACILITY

WHEREAS, COUNTY desires to engage the services of the MISSION OAKS RECREATION AND PARK DISTRICT for maintenance of the Hazelwood Avenue Stormwater detention Facility; and

WHEREAS, DISTRICT desires to maintain the Hazelwood Avenue Stormwater Detention Facility; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Chair of the Board of Supervisors be and is hereby authorized and directed to execute an agreement, in the form hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with MISSION OAKS RECREATION & PARK DISTRICT, a dependent district of the County of Sacramento, and to do and perform everything necessary to carry out the purpose of this resolution.

ON A MOTION BY Supervisor Johnson, seconded by Supervisor Collin, the foregoing resolution was passed and adopted this 7th day of December, 19 99, by the following vote, to wit:

- AYES: Supervisors: Collin, Dickinson, Niello, Nottoli, Johnson
- NOES: Supervisors: none
- ABSENT: Supervisors: none
- ABSTAIN: Supervisors: none

Muriel P. Johnson  
Chair, Board of Supervisors



ATTEST:

Cindy H. Turner  
Clerk, Board of Supervisors

In accordance with Section 25103 of the Government Code of the State of California a copy of this document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento on

DEC 07 1999

FILED

By Glorayne Dewberry  
Deputy Clerk, Board of Supervisors

DEC 07 1999

BOARD OF SUPERVISORS  
BY Cindy H. Turner  
CLERK OF THE BOARD

**AGREEMENT FOR MAINTENANCE OF HAZELWOOD  
AVENUE STORMWATER DETENTION FACILITY**

This Agreement is made and entered into this 7th day of December, 1999, by and between the Water Resources Division of the Public Works Agency, County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Mission Oaks Recreation and Park District, a dependent district of the County of Sacramento, and a political subdivision of the State of California, hereinafter referred to as "DISTRICT".

**RECITALS**

WHEREAS, COUNTY has constructed the Hazelwood Avenue Stormwater Detention Facility;  
and

WHEREAS, COUNTY has determined that it is necessary to provide maintenance of the Hazelwood Avenue Stormwater Detention Facility; and

WHEREAS, DISTRICT desires to maintain the Hazelwood Avenue Stormwater Detention Facility; and

WHEREAS, COUNTY desires to engage DISTRICT to perform the needed services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and DISTRICT agree as follows:

I. **INCORPORATION OF RECITALS**

The foregoing recitals are hereby incorporated by reference.

II. **TERM**

This Agreement shall be effective as of the date first written above and shall remain in effect until and unless terminated by one or both parties of this Agreement.

III. **SCOPE OF WORK**

The District shall perform and be responsible for the following services:

- A. Maintaining the quality of the landscaped areas equal to that provided other District parks, although mowing may be precluded during wet weather conditions due to the specific function of the facility.
- B. Providing security patrols on a schedule consistent with that provided other District parks.

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DEPARTMENT OF PUBLIC WORKS  
WATER RESOURCES DIVISION

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- C. Providing for opening and closing the easternmost access gate daily, based on a schedule consistent with that provided other District parks.
- D. Providing the County Public Works Agency with a gate key for access.
- E. Cleaning up park-related debris, such as tree limbs and other debris, that are not floated in by storm water from an external source to the landscaped basin area.

The County shall perform and be responsible for the following services:

- A. Coordinating with District staff the scheduling of the maintenance of the drainage structure by County crews to forestall damage to turf and irrigation heads.
- B. Scheduling County crews to clean up and remove debris floated in by storm water from an external source to the landscaped basin area and notifying the District of such activities.
- C. Either the District or the County may open the westernmost gate for the purpose of maintenance. The gate is to be locked after the work is completed.

#### IV. APPORTIONMENT OF COSTS

The County agrees to pay the district for the cost, including administrative overhead, of performing the duties outlined in Section III. "Scope of Work".

Maintenance and other related expenses shall be determined based on actual costs, with periodic adjustments to the Agreement for any anticipated increased expenses, such as those associated with the District's contractual agreement for landscape maintenance and utility costs, including water. Monthly adjustments may be made, as needed, for unanticipated expenses, such as repair of acts of vandalism or damage from a flood event.

#### V. INVOICES, PAYMENTS, AND NOTICES

- A. DISTRICT shall submit periodic invoices, not more frequently than monthly, for the services actually rendered during the preceding period. COUNTY and DISTRICT shall mutually agree on the format, content, and supporting documentation for invoices that will provide sufficient project management information to identify the actual level of work effort and the actual expenditures on tasks and subtasks required by this Agreement. COUNTY shall pay, within thirty (30) days of receipt and approval, invoiced amounts that are undisputed. The parties agree to exercise good faith and diligence in the resolution of any disputed invoiced amounts.
- B. Any invoice, payment, notice, demand, request, consent, or approval that either party hereto may or is required to give the other shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:

County of Sacramento  
Water Resources Division  
827 Seventh Street, Room 301  
Sacramento, CA 95814  
ATTN: Brett Forrester

TO DISTRICT:

Mission Oaks Recreation and Park  
District  
3344 Mission Avenue  
Carmichael, CA 95608  
ATTN: Debby Walker

VI. INDEMNIFICATION

DISTRICT shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, employees, and representatives from and against any and all claims, losses, costs, expenses, injuries, liabilities, damages, demands, and actions arising out of or resulting from the performance of this Agreement, caused by any negligent or willful act or omission of the DISTRICT, its officers, agents, employees, representatives, or anyone directly or indirectly acting on behalf of the DISTRICT.

COUNTY shall indemnify, defend, and hold harmless the DISTRICT, its officers, agents, employees, and representatives from and against any and all claims, losses, costs, expenses, injuries, liabilities, damages, demands, and actions arising out of or resulting from the performance of this Agreement, caused by any negligent or willful act or omission of the COUNTY, its officers, agents, employees, representatives, or anyone directly or indirectly acting on behalf of the COUNTY.

VII. APPLICABLE LAWS

This Agreement shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Any action arising out of this Agreement shall be filed in any appropriate Sacramento County Court having jurisdiction or, if appropriate, in the United States District Court for the Eastern District of California.

VIII. TERMINATION

- A. Either party may terminate this Agreement upon the substantial failure of performance by the other party, provided such terminating party first transmits written notice of intent to terminate to the party failing to perform and allows such party a reasonable opportunity to correct said failure of performance.
- B. COUNTY shall have the right to terminate this Agreement at any time by serving upon DISTRICT sixty (60) days advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited with the United States Postal Service, first class postage prepaid and addressed to DISTRICT at the address indicated in this Agreement.

IX. AMENDMENTS

Modification or amendments affecting the scope of work hereunder that result in an increase of the compensation to be paid by COUNTY to DISTRICT under this Agreement shall be in writing and executed by both parties.

XI. ENTIRE AGREEMENT

This Agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference, and any notice to proceed issued in accordance with the terms hereto constitute the entire Agreement and understanding between the COUNTY and the DISTRICT as to the subject matter contained herein and supersede all prior understandings, agreements, and documentation relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political  
subdivision of the State of California

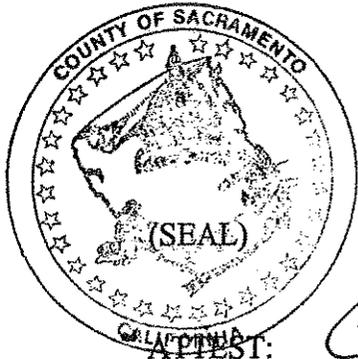
By Muriel P. Johnson  
Chairperson of the Board of Supervisors  
of the County of Sacramento

"COUNTY"

MISSION OAKS RECREATION & PARK  
DISTRICT

By Thomas P. Kerr  
Thomas P. Kerr, Chairperson  
Advisory Board of Directors

"DISTRICT"



ATTEST: Cindy H. Turner  
Clerk of the Board of Supervisors

Approved as to form:

\_\_\_\_\_  
Deputy County Counsel

# **County of Sacramento Storm Water Utility**



## **Standard Protocol for Application of Herbicides and Pesticides for use at Creeks, Channels, and Detention Basins Maintained by County Drainage Maintenance**

**Updated November, 2005**

Prepared by  
Department of Water Resources  
Drainage Operations and Maintenance Section

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## **SECTION 1 - BACKGROUND**

### **Aquatic Pesticide Application**

The County of Sacramento (County) uses the application of herbicides and pesticides to help limit growth of vegetation in drainage channels, detention basins, creeks and on levees. Application of herbicides and pesticides significantly reduces the need for hand and mechanical cleaning of the above mentioned drainage facilities. Applying herbicides and pesticides substantially helps to maintain the stormwater carrying capacity of County drainage facilities.

### **Type of Aquatic Pesticide Used**

Glyphosate is the only type of aquatic pesticide applied by the County to drainage channels, detention basins, creeks, and levees maintained by the County. These applications are limited to the boundaries of the County's Stormwater Utility and the City of Rancho Cordova. Glyphosate is the active ingredient in Aquamaster™ manufactured by the Monsanto Company and Rodeo® manufactured by Dow Agrosiences. Glyphosate is a non-selective herbicide that kills vegetation that it comes in contact with.

## **SECTION 2 - PERMIT REQUIREMENTS**

On 12 March 2001, the Ninth Circuit Court of Appeals ruled that discharges of pollutants from the use of aquatic pesticides to waters of the United States require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Consequently, the State Water Resources Control Board (SWRCB) developed an Aquatic Pesticide Permit (General Permit No. CAG990003) to cover short-term seasonal discharges by public entities of pollutants associated with the application of aquatic pesticide for resource or pest management to waters of the United States. An updated version of SWRCB's Aquatic Pesticide Permit (General Permit No. CAG990005) was completed in 2004. The basic requirements of this General Permit include the following:

1. The applicator must follow all pesticide label instructions and any Use Permits issued by a County Agricultural Commissioner (CAC);
2. The discharger must be licensed by the Department of Pesticide Regulation (DPR) or work under the supervision of someone who is licensed if the aquatic pesticide is considered a restricted material;
3. The discharger must comply with effluent limitations including developing and implementing an Aquatic Pesticides Application Plan;
4. The discharger must comply with applicable receiving water limitations; and
5. The discharger must comply with monitoring and reporting requirements.

The County submitted a Notice of Intent (NOI) application June 4, 2004 for coverage under this General Permit. Subsequently, the County submitted the County of Sacramento Aquatic Pesticide Application Plan, July 2004 (APAP) to the Regional Water Quality Control Board (RWQCB) on July 29, 2004 and was issued a RWQCB facility identification number (WDID# A5A34NP00022).

The application plan requires that the County prepare and implement a standardized protocol for application of pesticides, herbicides (including pre-emergent), and fertilizers. (The County does not apply fertilizer to drainage facilities.) All aquatic applications of pesticides shall be conducted in accordance with the July 2004 APAP.

### **SECTION 3 - STANDARD PROTOCOL FOR APPLICATION OF HERBICIDES AND PESTICIDES**

#### **Best Management Practices (BMP)**

During pesticide application BMPs shall be implemented by the County to maximize efficiency of control efforts and minimize adverse impacts to the environment. Visual observations are to be made after applications to assess pesticide effectiveness and impacts to the surrounding environment. In addition, annual water quality results will be reviewed to evaluate BMP efficiency. The County implements the aquatic pesticide application BMPs listed below.

1. Licensing, and Training. Section policy requires that the crew leaders applying pesticides be licensed by California Department of Pesticides Regulations. Sacramento County Channel Maintenance has one licensed Pest Control Advisors (PCA), 22 Qualified Applicator Certified holders, and 6 Qualified Applicator License holders. All employees that make aquatic applications must be licensed with a Qualified Applicator Certificate or Qualified Applicator License. All applicators must go through annual training. Training covers such topics as safe application techniques, proper use of application equipment, applicable laws and regulations (including water quality), and specific information about the use of aquatic and non-aquatic herbicides.
2. Pesticide Recommendations. Each pesticide application must be accompanied by a recommendation for use by a PCA. The PCA recommendation is written to allow only pesticide use that is consistent with the pesticide label.
3. Preliminary Site Evaluations are made at a minimum of once per year by the PCA to determine areas in need of treatment, suitability and location of a treatment site, and precautions to be followed during treatment.
4. Secondary Site Evaluations and Pre-treatment Monitoring are conducted by the applicator upon arrival at the site. Some factors considered are weed species present, growth stage, weed location, and weed density. These factors are used to determine whether mechanical, manual, or aquatic herbicide controls shall be used. If herbicide treatment is the preferred method, type of application and rate are recorded.
5. BMPs Done Prior to and During a Treatment. In general, the applicator considers site conditions, weather conditions, and water use in making the decision to proceed with treatment or to postpone an aquatic pesticide application.
  - a) If the wind is high enough or becomes high enough to cause significant drift at the start or during an aquatic glyphosate application, the application is either postponed or terminated.

- b) If it is raining or rain is expected shortly after a scheduled aquatic glyphosate application, the application is postponed. If the water level in the creek or channel is significantly higher than normal, the application is postponed.
  - c) If the applicator observes livestock feeding in the drainage area, lack of vegetative obstructions, children playing in the creek or channel, or water being pumped for irrigation purposes the application is postponed.
  - d) If it appears that there is a possibility of erosion or large scale soil movement the application will be postponed and the Pest Control Advisor will be notified.
  - e) Glyphosate will be used to spot-treat by applying the aquatic pesticide directly to the target vegetation while minimizing overspray. Control of vegetation is achieved while using the least amount of herbicide possible to achieve desired effects. Applications are made “spray to wet”, not to the point of runoff. Only minor amounts of unavoidable glyphosate overspray and runoff from sprayed vegetation will come into contact with the water in the drainage channels.
6. Post Treatment Evaluation. The assessment of herbicide application efficacy normally begins one week after application and continues for the rest of the growing season. If a treatment is ineffective, a drainage area is modified by construction, or hazards to the application are identified, crews either take corrective action by modifying the application or remove that particular creek or channel segment from the application schedule.

### **Water Quality Assessment**

When preparing a pesticide solution, applicators take into consideration recommendations from the manufacturer, as well as previous experience of certain types of vegetation. Based on this past experience with the amount of pesticide required at certain locations, glyphosate mixing ratios/concentrations used in the County service areas are to be at or below the manufacturer’s recommended levels. By following BMP guidelines presented above, concentrations of glyphosate detected in the water bodies immediately following application, were below the federal drinking water standard.

### **Safety and Storage**

Drainage maintenance staff stores no more than five 2 ½ gal containers of pesticides at any time. All material is stored either in a locked compartment on the applicator truck or in a locked indoor storage room. Pesticides are obtained for use from these areas or from a vendor on an as needed basis. Storage requirements stated on the pesticide label and MSDS must be closely followed. No fertilizer is stored or used.

All pesticides currently used by drainage maintenance staff are labeled Category III or Category IV – CAUTION! – the least toxic pesticide category. County drainage crews do not use, store, or handle any materials that are labeled Category I – DANGER!

The storage area is inspected weekly by drainage maintenance supervisors. It is inspected annually by the Sacramento County Agricultural Commissioner’s Office.

# County of Sacramento

## Storm Water Utility



## Procedures for Conducting On Going Screening for Illicit Connection

**August 2004**

Prepared by  
Department of Water Resources  
Drainage Operations and Maintenance Section

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## **Procedures for Conducting On Going Screening for Illicit Connection**

### **SECTION I - BACKGROUND**

The County of Sacramento (County) has a National Pollutant Discharge Elimination System (NPDES) permit that regulates Illicit Discharges/Connections to our municipal separate storm sewer system (MS4), or our storm drain system. We refer to this permit as the Municipal Stormwater Permit or MS4 Permit.

The County's MS4 Permit was issued in 1990 under Phase I stormwater permitting, at which time the Central Valley Regional Water Quality Control Board (RWQCB) adopted NPDES storm water permits for medium (serving between 100,000 and 250,000 people) and large (serving 250,000 people) municipalities. Sacramento County was issued an MS4 permit jointly with the cities of Sacramento, Folsom and Galt.

The most current version of the MS4 Permit was adopted on December 6, 2002 and expires on December 1, 2007. The new cities of Citrus Heights, Elk Grove and Rancho Cordova have been added as co-permittees in the current MS4 Permit. The County currently provides all of the drainage maintenance and stormwater quality services to the City of Rancho Cordova. The County provides a portion of the drainage maintenance and stormwater quality services to the City of Citrus Heights. Each co-permittee must document compliance with the MS4 Permit, which means that any services provided by the County on behalf of these cities must be documented accordingly.

Illicit discharges are considered "illicit" because MS4s are not designed to accept, process, or discharge such non-storm water wastes. Illicit connections and illegal dumping are the main types of illicit discharges. Illegal dumping is the dumping of liquid or solid wastes into a storm drain system. Illicit connection is a piped connection allowing illicit discharges to flow into the storm drain system. The result is untreated discharges that contribute to high levels of pollutants, including heavy metals, toxics, oil and grease, solvents, nutrients, viruses, and bacteria to receiving waters where it can impair beneficial uses. Federal regulations define an illicit discharge as "any discharge to a storm drain system (MS4) that is not composed entirely of stormwater..." with some exceptions. These exceptions are listed in Section IV of this document.

The County of Sacramento is to implement an Illicit Discharge Detection and Elimination Program containing measures to actively seek, investigate, eliminate, and enforce ordinances illicit connections.

### **SECTION II – PERMIT REQUIREMENTS**

The Permit Provision 11d.i.a. states that agencies shall address Initial Field Screening of its storm drain systems for illicit connections in accordance with the following schedule.

- Open channels: No later than September 1, 2004.
- Underground pipes in priority areas no later than June 1, 2005.
- Underground pipes with a diameter of 36 inches or greater no later than June 1, 2006.

The Permit Provision 11.d.i.b. states that agencies shall develop procedures to conduct on-going field screening activities during the life of the Order, including areas or locations that will be evaluated by such field screens.

Per Permit Provision 11.d.ii.a, upon the discovery or upon receiving a report of a suspected illicit connection, the permittees shall initiate an investigation within 21 days to determine the source of the connection, the nature and volume of discharge through the connection, and the responsible party for the connection.

Per Permit Provision 11.d.ii.b, upon confirmation of the illicit nature of a storm drain connection, the permittees shall ensure termination of the connection within 180 days, using enforcement authority as necessary.

Per Permit Provision 11.d.i.b as explained in Table 4.6.1 of July 2003 Stormwater Improvement Plan, the County will develop tools for use by field crews to record field screening activities associated with illicit connections.

The Permit Provision 11.c states that, by June 1, 2003 and annually thereafter, each permittee shall train all their targeted employees who are responsible for identification, investigation, termination, cleanup, and reporting of illicit connections.

Sacramento County's July, 2003 Stormwater Improvement Plan (Table 4.6.1, 11.d.ii.b) outlines that the County will develop and submit written procedures and recordkeeping tools for use by field crews in documenting field screening activities and referring problems to the Stormwater Quality Group. These procedures shall include other subjects such as procedures for the elimination of illicit connections, strategies for controlling illicit connections, and enforcement of ordinances.

### **SECTION III - INITIAL FIELD SCREENING FOR ILLICIT CONNECTIONS**

The County performed and completed initial field screening of open channels and pipe systems in 1993, 1994, and 1995. Completion of the screening was documented in the February 1996 final County Stormwater Management Plan Report of which the Board approved as complying with Provision 11.d.i.a. of the Permit. The City of Rancho Cordova was not a city when the current permit was issued and is represented by that same Initial Field Screening the County performed in the mid 1990's.

However, since Citrus Heights was already a City when the current permit was issued, they did not meet the initial field screening for illicit connections requirement. The Appendix will explain how the City of Citrus Heights is planning to satisfy the requirements of the Permit.

## **SECTION IV – ON GOING SCREENING FOR ILLICIT CONNECTIONS**

### **On-Going Screening**

The Sacramento County's On-going Screening Program for illicit connections encompasses the unincorporated area of Sacramento County as well as the Cities of Citrus Heights and Rancho Cordova. The County conducts open channel and pipe maintenance for the City of Rancho Cordova. The County conducts only the stormdrain pipe maintenance for the City of Citrus Heights and will only conduct the on-going screening associated with the pipe systems (and not the open channel system) for the City of Citrus Heights. The City of Citrus Heights will conduct screening of their open channel system.

The goals and objectives of the On-going Screening Program are to:

1. Locate Evidence of Illicit Connections During Regular Inspection and Maintenance Activities of Stormdrain Facilities.
2. Trace and identify locations of the source(s) that contribute pollutants to the known Illicit Connections.

County maintenance crews will conduct on-going screening for illicit connections to the piped and open channel storm drain systems. Field maintenance crews are trained to identify and locate evidence of potential illicit connections to the open channels and record the information on a Field Data Sheet shown in Figure 1. Stormdrain pipe systems are inspected when maintenance crews are performing their usual maintenance activities on such facilities as manholes, pipes, drainage inlets and open channels. This information will be recorded on a Field Data Sheet as shown in Figure 2.

When maintenance crews encounter illicit discharges that are known or suspected to contain hazardous substances, they will immediately report it to Sacramento County Hazardous Materials Division and response will be within one business day of discovery of a report of a suspected illicit discharge (Per Permit Provision 11.e.i) with activities to abate, contain, and clean up such illicit discharges.

When maintenance crews encounter illicit discharges that are not suspected to contain hazardous substances, staff will conduct investigation and termination per Permit Provisions 11.d.ii.a and 11.d.ii.b respectively. The investigation will occur within 21 days to determine the source, type, and volume of discharge, and responsible party of all identified illicit storm drain connections. Upon identification of source, nature and responsible party, termination of the illicit connection will occur within 180 days (per Permit Provision 11.d.ii.b), using enforcement authority as necessary.

### **Locating Evidence of Illicit Connections During Regular/Routine Inspection and Maintenance Activities of Stormdrain Facilities**

County Maintenance Supervisors perform annual inspections of the creeks and open channels in the unincorporated portion of the County and in the City of Rancho Cordova (not in the City of Citrus Heights) to prepare their annual pesticide application and channel cleaning schedules. While they are inspecting the creeks and channels for recommended maintenance activities; stormdrain pipe system outfalls, minor channels and ditches will be inspected for evidence of illicit discharges/connections. Supervisors will be looking for indicators of illicit discharges such as untreated wastewater (e.g. toilet paper), stained and/or structurally damaged storm drain systems that could accept unauthorized non-stormwater flows. They will be observing for smells, color/clarity of water, flow estimation and other information such as is indicated in Figures 1 and 2 - Field Data Sheets for On-going Screening for Open Channels and Stormdrain Pipe Systems respectively. Maintenance supervisors are required to fill out "Field Data Sheets" when they see any evidence of illicit discharges from outfall pipes, channels, (major or minor) and ditches. The completed Field Data Sheets are provided to County Drainage Operations and Maintenance Section and Stormwater Quality Sections for further investigation and study.

Channel maintenance crews are trained to look for evidence of illicit discharges while performing their maintenance activities on or in the vicinity of outfall pipes, manholes, channels, and ditches. They will also be required to fill out Field Data Sheets when encountering suspected illicit pollutants. The completed Field Data Sheets will be forwarded to County Drainage Operations and Maintenance and Stormwater Quality Sections for further investigation and study.

Pipe maintenance crews perform video inspections of the stormdrain pipe systems when there is a suspected engineering or maintenance problem such as blockage due to roots, crushed pipe, or other problem. These video inspections are recorded on Field Data Sheets as shown in Figure 5. While performing these video inspections, crews observe for evidences of illicit discharges and are able to locate pipes that are not mapped on County Facility Maps that may be an illicit connection. County maintenance has one full time crew (40 hours/week) that is exclusively devoted to video inspection activities. Pipe maintenance crews will also be required to fill out a Field Data Sheet when encountering suspected illicit discharges/connections and forward the Field Data Sheets to County Drainage Operations/Maintenance and Stormwater Quality Sections for further investigation and study.

Sacramento County is performing a Sump Cleaning Program per Permit Provision 10e.ii that requires the County to prioritize catch basins and sumps for cleaning based on accumulation of waste and presence or absence of downstream Best Management Practices (BMP's). This Sump Cleaning Program consists of a sump inspection and cleaning program that furnishes additional opportunity to locate suspected illicit discharges/connections portions of the stormdrain system. This Program also requires the filling out of Field Data Sheets when encountering suspected illicit discharges and connections.

## **SECTION V – INVESTIGATION OF SUSPECTED ILLICIT CONNECTIONS**

### **Reporting to Stormwater Quality Staff for Further Investigation**

Stormwater Quality Staff (staff) and Drainage Operations and Maintenance staff receives reports of suspected illicit connections from field observations made by County maintenance personnel, the public, County Stormwater Monitoring Program and other methods. Staff then begins an investigation within 21 days.

The non-hazardous, non-stormwater discharges are typically investigated by staff or by the Environmental Management Department. Staff will conduct the actual investigation and will be supported by Drainage Operations and Maintenance personnel to conduct activities such as video inspection of stormdrain pipe systems to help pinpoint the location of an illicit connection. The investigation shall be followed up with enforcement action, when appropriate.

An illicit connection discharging possible hazardous materials is immediately referred to Sacramento County Transportation Hazardous Waste for investigation and cleanup. When the suspected illicit connection has an active discharge, Per Permit Provision 11.e.i., abatement and cleanup of illicit discharges that are known or suspected to contain hazardous substances (as defined by California law), shall be responded to within one business day of discovery or a report of a suspected illicit discharge, with activities to abate, contain, and clean up such illicit discharges. For illicit discharges not known or suspected to contain hazardous substances, response occurs within five days of discovery or report, and at a minimum requirement the identified responsible party(s) to immediately cease such discharges.

### **Tracing the Location of the Illicit Connection**

When there is evidence of unauthorized non-stormwater flows in a particular stormdrain system, various methods can be used to pinpoint the exact source of the discharge. Many techniques that can be used include manhole observation, video inspection, smoke testing, dye testing, and aerial infrared/thermal photography.

Sacramento County utilizes the key tracing technique of manhole observation in which dry weather flows are traced upstream along the conveyance system to bracket the location of the source. Upstream drainage inlets and manholes associated with the downstream evidence of pollutants are also surveyed to help bracket the location of the illicit connection. When the location of the illicit discharge source has been bracketed, video inspection is used to confirm and document the illicit connection.

When an illicit connection to the stormdrain system is located, it can receive discharges from several other sources connected to it. Smoke testing will be considered as a method of locating multiple sources contributing to an illicit connection. This technique is only used when after talking with business owners, residential property owners or anyone that may believe/indicate that there could be multiple sources contributing to the discharge of one illicit connection to the storm drain system. This technique involves injecting non-toxic smoke into the stormdrain pipes and then noting the emergence of smoke illicit connections

to the stormdrain systems. Smoke testing is typically used to survey an area all at once, in contrast to dye testing, which tests one building at a time.

Dye testing is used only when a particular building is isolated and determined to be the only contributing source to the illicit connection. It is also used as a final confirmation of the buildings that emitted smoke. This technique involves flushing non-toxic dye into toilets and sinks and observing sanitary sewer and stormdrain systems for the presence of dye. Prior to performing this test, building owners and occupants will be informed in advance and gain permission for entry. Local public health and state water quality staff will be notified so that they will be prepared to respond to citizens calling about any dye observed in surface waters.

## **SECTION VI – ELIMINATION OF ILLICIT CONNECTIONS**

### **Procedure for Elimination of Illicit Connections**

When the responsible party of an illicit connection or discharge is identified, the party will be educated on the impacts of their actions and be provided literature from the Stormwater Management Ordinance that states:

- (a) It is unlawful for any person to establish, use or maintain, or cause to establish, use or maintain, any illicit connection. Illicit connections shall be subject to removal and abatement by the County pursuant to chapter 16.02 of this Code.
- (b) The prohibition set forth in subsection (a) above shall apply to illicit connections in existence at the time that this Chapter becomes effective. Any person who maintains an illicit connection shall disconnect and discontinue use of such connection. Any person who maintains an illicit connection may apply to the County for a Sacramento County Water Agency Permit to continue the connection subject to applicable County Standards.

They will also be furnished information regarding Best Management Practices (BMP), as appropriate. Discussion will then cover the methods of eliminating the illicit connection, including disposal options, recycling, and possible connection to the sanitary sewer.

The responsible party is then officially notified to correct the problem. They are directed to proceed with disconnection procedures and remove the illicit connection. Follow-up activities will then take place until the connection has been terminated. Enforcement actions, as allowed by Sacramento County Code, Title 15.12 (Sacramento County Stormwater Management and Discharge Control Ordinance) will be exercised as necessary.

## **SECTION VII - RECORDKEEPING/REPORTING OF NON-PERMITTED AND PERMITTED CONNECTIONS**

### **Recordkeeping Tools for Field Crews in Documenting Screening Activities**

Figures 1 through 5 are the primary record keeping tools for the Initial Screening of pipe systems for Citrus Heights and the County's On-going Screening for the unincorporated portion of the County and the city Rancho Cordova for open channels and pipe systems. This recordkeeping will enable the County to report the progress of our Illicit Connection Program in the October 1 Annual Reports submitted to the Regional Water Quality Board. This recordkeeping and reporting will demonstrate that Sacramento County is meeting Stormwater Permit compliance.

### **Document Actions Taken of Illicit Connections**

The County documents the investigation, elimination, and enforcement of illicit connections. This information will be used to evaluate on an annual basis the patterns and trends of illicit connections in order to:

- (1) Determine the appropriate frequency for repeat inspections of high, medium, and low priority areas based on an investigation of the municipality's entire drainage area.
- (2) Review annually the internal investigation results and assess whether goals were met and what changes or improvements are necessary.
- (3) Obtain feedback from complaining parties, other agencies, and citizens on response to their concern or complaint.
- (4) Obtain feedback from personnel assigned to respond to, or inspect for, illicit connections.

The County maintains a comprehensive list of all permitted connections and the status of illicit connections under investigation to quantify our efforts and make improvements to the Illicit Connection Program.

## **SECTION VIII - STAFF TRAINING**

### **Educate County Staff**

The County retains staff and consultants with the experience and expertise needed to conduct meaningful outreach to various County audiences through workshops, correspondence, and educational materials so that all targeted staff receives the important message of protecting stormwater quality.

County maintenance personnel responsible for operating and maintaining County storm drain facilities are given annual training on procedures for detecting, investigating, cleanup, and reporting of illicit connections to the County's storm drain system. County maintenance crews are educated about how to identify suspected illicit connections and procedures for investigation.

## **SECTION IX - STRATEGIES FOR REDUCING THE NUMBER OF ILLICIT CONNECTIONS**

### **Stormwater Management Ordinance**

On June 16, 1998 the Sacramento Board of Supervisors Adopted the Stormwater Management Ordinance to the Sacramento County Code (Chapter 15.12.). The Ordinance fulfills a requirement of the National Pollutant Elimination System Permit for municipal stormwater discharges. This Ordinance makes most discharges to the stormdrain system illegal as listed below:

- Sanitary Wastewater
- Improper oil disposal
- Water from washing of concrete trucks
- Spills from roadway and other accidents
- Improper disposal of auto and household toxics
- Chemicals, hazardous materials, garbage
- Dewatering of construction sites
- Effluent from septic tanks
- Car wash wastewaters
- Laundry wastewaters
- Non-contact cooling water
- Radiator flushing disposal
- Metal plating baths

Allowable discharges to the stormdrains are:

- Waterline flushing
- Landscape irrigation
- Diverted stream flows
- Water from crawl space pumps
- Uncontaminated ground water infiltration
- Uncontaminated pumped groundwater
- Discharges from potable water sources
- Flows from riparian habit & wetlands
- De-chlorinated swimming pool discharges, and Street wash water
- Irrigation water
- Springs
- Footing drains
- Lawn watering
- Individual car washing
- Foundation drains
- Air conditioning condensation
- Rising ground waters

This stormwater Ordinance is the mechanism (law) which enables Sacramento County to prohibit illicit connections to the stormdrain system and empowers the County to enforce and remove illicit connections.

### **Public Outreach Element**

Public Outreach targets everyone who lives or does business in Sacramento County. The basic message is that most non-stormwater discharges are illegal and that dumping into storm drain systems pollutes local waterways. People are educated on alternatives to illegal connections and discharges. The County conducts outreach to various County audiences through workshops, correspondence, and educational materials so that all receives the important message of protecting stormwater quality.

Public education has an important role to play in changing the habits of the public. The public, being educated about the hazards associated with illegal discharges, connections and improper disposal of wastes can be an effective tool when organized groups lobby for the

return of a stream or a reservoir to a clean and attractive condition. Public education helps to minimize future illicit connections and discharges to the storm drain system.

Sacramento County is involved in a continuing education program reaching the public in many ways including going to schools, industries, businesses, homeowners, developers, and contractors to educate about reducing pollution. Other outreach methods include Volunteer Programs such as Creek Week where the public can help clean local creeks and a Stenciling Program where groups such as the Boy Scouts will paint “No dumping –Drains to Creek” on storm drain inlets.

### **Public Notification Hotlines**

Illicit discharges and connections can be reported to the drainage maintenance and flooding phone number, **875-RAIN**. This phone number is publicized by the Department of Water Resources Stormwater Program as the primary phone number for the public to report illegal discharges and connections. This phone number is intended for calls from the unincorporated areas of the County and the Cities of Citrus Heights and Rancho Cordova. As calls are received from the public reporting of illicit discharges and connections, County Stormwater staff initiates the investigations with the goal of eliminating non-authorized discharges and connections.

### **County Nuisance Hotline**

The Nuisance Hotline, 875-5656, is operated by the County Consolidated Utility Billing Service (CUBS). It is used by many County agencies for receiving public complaints. Although 875-RAIN will be the number publicized by the Stormwater Program as the main number for reporting illegal discharges and connections, the CUBS Hotline will likely continue to receive such calls. Calls received by CUBS regarding hazardous materials discharged to the storm drain system are currently forwarded to the County Department of Transportation, and calls regarding non-hazardous materials being discharged to the storm drain system are referred to 875-RAIN.

## **SECTION X - ENFORCEMENT OF STORMWATER ORDINANCES**

### **Stormwater Ordinance**

On June 16, 1998 the Sacramento Board of Supervisors Adopted the Stormwater Management Ordinance to the Sacramento County Code (Chapter 15.12). Article 5, “Enforcement” states the enforcement powers of the Stormwater Ordinance as outlined below:

- (a) The Administrator may deliver to the owner or occupant of any premises; or to any person responsible for an illicit connection; prohibited discharge, maintenance of a threatened prohibited discharge, failure to implement BMPs in accordance with Section 15.12.200 (b), or any other violation of the chapter a notice of non-Compliance.
- (b) The Notice of Non-Compliance shall identify the provision that has been violated. The Notice of Non-Compliance shall state that continued noncompliance may result in additional enforcement actions, including the recovery of any costs incurred by the County.

- (c) The Notice of Non-Compliance shall identify a compliance date that must be met; provided however, that the compliance date may not exceed (90) days unless the Administrator extends the compliance deadline an additional period not exceeding ninety (90) days when good cause exists for the extension.

### **Enforcement and Follow-up**

After the responsible party is officially notified to remove the illicit connection and correction is not proceeding in the required time, then it may be necessary to use enforcement procedures as set forth below in the Stormwater Ordinance. The following enforcement steps will be exercised as necessary as set forth below by Sacramento County Code, Title 15.12 (Sacramento County Stormwater Management and Discharge Control Ordinance).

1. A notice of Violation (NOV) delivered to the violator that requires the violator to take such steps such as monitoring, elimination of an illicit connection, or payment/fine to have it removed by County forces including administrative costs.
2. The person receiving the NOV has an opportunity to appeal it.
3. If the person receiving the NOV does not appeal or loses the appeal and fails to correct the violation, the County may “take any and all measure necessary to abate the violation and/or restore the property”.
4. Seek an injunction against the violator “restraining the person from activities which could create further violations and/or compelling the person to perform abatement or remediation of the violation.

## **APPENDIX**

### **INITIAL FIELD SCREENING PROGRAM FOR THE CITY OF CITRUS HEIGHTS**

The Permit Provision 12d.i.a. states that agencies shall address Initial Field Screening of its open channels and pipe storm drain systems for illicit connections in accordance with the following schedule.

- Open channels: No later than September 1, 2004
- Underground pipes in priority areas no later than June 1, 2005.
- Underground pipes with a diameter of 36 inches or greater no later than June 1, 2006.

The City of Citrus Heights maintains their own open channels and is responsible for the Initial Field Screening of their open channels. This Initial Field Screening Program of their open channels will be covered in the Annual Report prepared by Citrus Heights to be submitted to the Regional Water Quality Control Board October 1, 2004.

The County is currently under contract with the City of Citrus Heights to perform maintenance of their underground pipe system and will perform the Initial Field Screening of their pipe system as a part of the maintenance activities the County currently performs for the City. Storm drain systems that are outside public right of way (backyard and side yard) are identified as priority for the purposes of this program because those areas are considered to be more prone to illicit connections. Based on the manpower that the County of Sacramento is able to furnish to this field screening, the County will screen 25% of the priority pipe systems less than 36" in diameter no later than June 1, 2005. The balance of the unscreened stormdrain systems will be screened at the rate of 25% of the remaining stormdrain systems in each of the following three years.

The Initial Field Screening of the storm drain pipe systems in Citrus Heights will consist of conducting manhole observations to locate storm drain system reaches with evidence of illicit discharge/connection. These manhole observations will be recorded on Field Data Sheets as shown on Figures 3 and 4. The manhole observations will begin at the manhole immediately downstream of priority areas (in the public right of way). If there is evidence of illicit discharge in this manhole, the inspector will then proceed to the next upstream manhole located in sideyard/backyard of residential or commercial property. These steps will be repeated until the inspector reaches the public right of way again or observes a manhole not having evidence of an illicit discharge/connection. When the inspector reaches a manhole not having evidence of an illicit discharge/connection, the source is likely to be located between the manhole with no evidence of illicit discharge and the next downstream manhole having evidence of an illicit discharge. This likely discharge pipe segment will be video inspected to confirm and locate the suspected illicit connection or infiltration and documented on Field Data Sheets as shown in Figure 5.

For illicit discharges that are known or suspected to contain hazardous substances, response will be within one business day of discovery or a report of a suspected illicit discharge (per Permit Provision 11 e.i) with activities to abate, contain, and clean up such illicit discharges.

Stormwater Quality staff will conduct investigation and enforcement per Permit Provisions 11 d.ii.a and 11 d.ii.b respectively. The investigation will occur within 21 days to determine the source, type and volume of discharge, and responsible party of all identified illicit storm drain connections. Upon identification of source, type and responsible party, termination of the illicit connection will occur within 180 days (per Permit Provision 11.d.ii.b), using enforcement authority as necessary.

Field crews will document their initial screening activities using forms similar to (Figure 3 – Documentation of Facilities Initially Screened for Illicit Connections, Figure 4 – Field Data Sheet for Initial Screening of Stormdrain Pipe Systems, Figure 5 – Video Inspection of Pipe Segment Suspected of Illicit Discharge/Inspection). All storm drain systems that have portions of the systems outside the right of way in Citrus Heights will be inspected for illicit discharges and connections according to the Permit schedule as described above.

A storm system map will be prepared showing the location of all storm drain systems (including all intake and discharge areas of the system) within the City. Illicit connections encountered during the Initial Field Screening Program will also be shown on the map. This map will formulate a better awareness of the locations of known illicit connections.

## **FIGURES 1 - 5**





**Facility**

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

**Facility No. (in right of way, manhole or DI)** \_\_\_\_\_

**Facility Type:** \_\_\_\_\_

**Does Facility have evidence of Illicit Connection? Y/N** \_\_\_\_\_

- 1. If yes, fill out Field Data Sheet– Initial Screening for Stormdrain Pipe Systems (Figure 4)**
- 2. If yes, continue to next upstream facility (manhole or DI) in side yard or backyard.**
- 3. If no, Stormdrain Pipe System is completed for Initial Screening**

Figure 3 - Documentation of Facilities Initially Screened for Illicit Connections

**GENERAL INFORMATION**

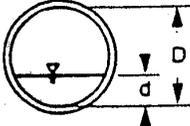
facility no. _____ facility no. _____	date:
outfall (y/n)	time:
Thomas Guide: _____ nearest street(s): _____	field crew:

**OBSERVATIONS**

*Immediately report any hazardous conditions to HazMat at 386-6160.*

<b>odor</b>	none	musty	sewage	rotten eggs	sour milk	oily	other:
<b>color</b>	clear	red	yellow	brown	green	grey	other:
<b>clarity</b>	clear	cloudy	opaque	suspended solids			
<b>floatables</b>	none	oily sheen	garbage/sewage	suds/foam	other:		
<b>deposits/stains</b>	none	sediments	oily	crystals	other:		
<b>vegetation</b>	normal	excessive growth	inhibited growth	zero growth			
<b>biological</b>	none	algae	mosquito larvae	fish	giant squid		
<b>structural</b>	normal	concrete cracking/spalling	metal corrosion	other:			

**FLOW ESTIMATION**

flow observed?    yes    no <i>If flow can be accurately measured by capturing the water in a bucket, do so. Otherwise, measure the velocity and use the appropriate method below to estimate the flow cross sectional area.</i>		<b>flow (bucket method)</b> $Q = ( \quad \text{gal} ) \times 60$ (            sec ) $Q = \quad \text{gpm}$
 <p>area                  D =            in.                  d =            in.                  A =            ft<sup>2</sup></p>	<b>velocity</b> $v = \frac{\quad \text{ft}}{\quad \text{sec}}$ $v = \quad \text{fps}$	<b>flow</b> $Q = Av$ $Q = ( \quad \text{ft}^2 ) \times 449$ x (            fps ) $Q = \quad \text{gpm}$

**COMMENTS**

Data sheet completed by (signature): \_\_\_\_\_

Figure 4 – Field Data Sheet, Initial Screening of Stormdrain Pipe Systems



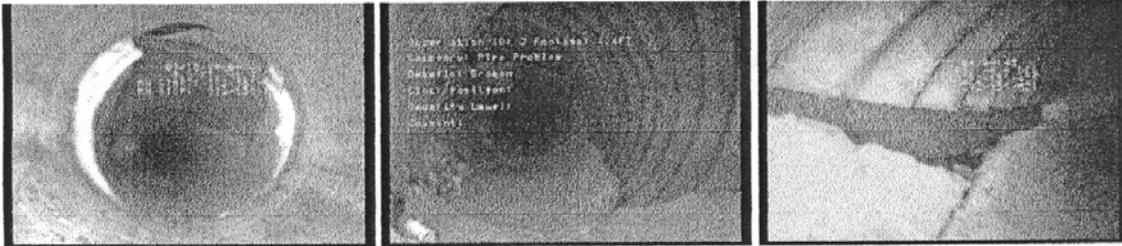
**Site Data and Photos: 372-155-425 to 372-15**

Site ID	City	Street	Date	Time
<input type="text"/>				
M.H. Start	M.H. Stop	Type of Pipe	Pipe Size(i/mm)	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Operator	Comment			Surface Condition
<input type="text"/>	<input type="text"/>			<input type="text"/>
W/O#				
<input type="text"/>				

4.4 17262.bmp

9.0 17263.bmp

9.0 27263.bmp



**Video Inspection of Pipe Suspected of Illicit Discharge (2 of 2)**

# Sacramento County Department of Transportation Hazardous Materials Program



April 2003

- 1. Overview of Haz-Mat Program**
- 2. Criteria for Defining a “Haz-mat”**
- 3. Specific Procedures for Level I Haz-Mat Response**
  - a. Responsibilities**
  - b. Minor Spills**
  - c. Sharps Training**
  - d. Leaking Vehicles/Vehicle Accidents**
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  - f. Illegal Dumping**
  - g. Material in a Storm Drain**
  - h. Material in a Creek**
- 4. Level II Procedures**
- 5. Supplies and Equipment**
- 6. Disposal Procedures**
- 7. Documentation Procedures**
- 8. Communications**

# Hazardous Materials Program

## 1. Overview of Haz-Mat Program

The Sacramento County Department of Transportation (SAC DOT) will respond to all hazardous material incidents that occur in or on County property or right of ways. This includes Parks\*\*, sidewalks\*, and creeks\*\* as well as the roadway. The County also contracts with the City of Citrus Heights for its emergency Haz-Mat response. It is not within the scope of responsibility or capacity of SAC DOT to mitigate all Haz-Mat incidents. The County reserves the right to find and request mitigation/remediation from responsible parties. When possible the County will bill responsible parties for any clean up labor hours, materials, or other costs incurred as a result of a Haz-Mat response. The County of Sacramento Department of Transportation SAC DOT is not responsible for and is not required to respond to or clean up hazardous materials incidents that occur on property that is not owned by or within the a right of way of the Sacramento County Public Works Agency.

The current Sacramento County Department of Transportation SAC DOT Haz-Mat response team consists of 17 Highway Maintenance Supervisors, 2 Equipment Operators, 16 Senior Highway Maintenance workers, and a Highway Maintenance Worker/yardperson. The equipment pool currently available consists of a sandtruck, 6 mobile sweepers with Haz-mat trained operators, 17 emergency response trucks, backhoes, dumptrucks, a vactor, and other highway maintenance equipment.

Sacramento County Department of Transportation SAC DOT maintains two emergency response materials storage containers. One is located in the SAC DOT auxiliary yard, and another inside the gated SAC DOT facility located at 4949 Roseville Rd. These containers hold stockpiles of absorbent, hydrophobic absorbent pads, baking soda (acid neutralizer), drums, pumps, and absorbent booms for the collection of hydrocarbon material.

Sacramento County Department of Transportation SAC DOT maintains two secure temporary emergency response storage areas for disposal of hazardous materials that are removed and/or swept up from the County right of way. A fire and spill safe locker is located at 4135 Traffic way. A roll away bin for storing contaminated absorbents is located at 4949 Roseville Road.

The goal of the SAC DOT Haz-Mat response team is public safety first, to protect the public from contamination or harm from hazardous materials incidents that fall under SAC DOT responsibility, to protect the environment from contamination and harm from hazardous materials whenever possible within the scope of its responsibilities, and to protect public property and individual property from damage whenever possible within the scope of its responsibilities and good common sense.

**\*On Road: is defined as any incident that is within the maintained road index ROW or on SAC DOT property.**

**\*\*Off Road: is defined as those incidents that involve DI's, MH's, creeks, or County property including parks and County buildings.**

## 2. Criteria for Defining a "Haz-Mat"

**Hazardous Materials will be defined as “ any material which because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment...”{California Health & Safety Code, Chapter 6.95, Section 255501(n)}**

A list of hazardous materials can be found in California Health and Safety Code sections 25117 and 25115. The list includes but is not limited to cement above PH 12.5, motor vehicle fluids, paint, drug lab wastes, pool chemicals, hypodermic needles, pesticides, battery acid, and fuel.

**Haz-mat incidents will be classified by level:**

### **Level I**

Level I is an incident that involves a known substance. Level I incidents include but are not limited to any spill, release, potential release, or dumping of Oil, fuel, hypodermic needles, paint, household products, motor vehicle fluids, food products, or any known substance or combination thereof that can be dealt with and/or cleaned up without a respirator being required, or require no more than level “D” protection. Level I incidents require minimal exclusion of the public beyond the perimeter of the scene. Level I responders shall be trained to a level that will meet or exceed the scope of training in SARA Title III (OSHA), Title 29 CFR Section 1910 for first responders. Level I incidents may be upgraded to level II.

### **Level II**

Level II is any spill, release, potential release, or dumping that involves an unknown or potentially dangerous material. Level II incidents are those incidents that may require the use of special protective equipment, respirators, tools, or equipment.

- ❑ Incidents that require road closures or civilian evacuation.
- ❑ The hazardous material incident has become one of multiple agency involvement.
- ❑ Involves a fire.

Level II Haz-mats usually initiate a response from the Fire Department Hazardous Material Response Team. Level II responders shall be trained to a level that will meet or exceed the scope of training in SARA Title III (OSHA), Title 29 CFR Section 1910 for first responders. A level II Haz-mat may be upgraded to a Level III incident.

### **Level III**

Level III incidents are hazardous materials incidents that may involve fires, evacuations, or road closures, and will require an incident command system. Level III incidents are Multi-agency in nature. Level III Haz-mats initiate a response from the Fire Department Hazardous Material Response Team. Level III responders shall be trained to a level that will meet or exceed the scope of training in SARA Title III (OSHA), Title 29 CFR Section 1910.

### 3. Specific Procedures for Level I Haz-Mat Response

#### a). Responsibilities:

The community supervisors will be responsible to respond to all hazardous materials incidents in their designated community within the County Right Of Way or on County controlled or owned property during normal business hours.

The On-call supervisor shall be responsible for responding to and evaluating all incidents after hours. Any spill, release, or dumping of the above mentioned materials onto/into County right of way or property shall be considered a Haz-Mat incident. SAC DOT Haz-Mat responders will utilize any legal, safe, and cost effective method necessary within the scope of its authority to abate, minimize, prevent, and/or mitigate hazardous material incidents regardless of department controlling that right of way or property.

**The on-call, regional, or first on scene SAC DOT supervisor will determine the level of SAC DOT response.**

#### b) Minor Spills:

Minor spills of oil, gas, diesel, antifreeze, transmission fluid, and oil based paint in county right-of-way or on County controlled/owned property will be cleaned up with solid-a-sorb or an absorbent such as sand. It is necessary to clean these materials from County maintained public surfaces to prevent slip hazards, vehicle accidents, and contamination to the stormwater system. *Tow truck drivers should clean up an accident scene.* If there is a responsible party attempt to get them to contact a clean up company (see attached). EMD/Sheriff/Law Enforcement can assist in this effort.

After the absorbent is swept up it shall be packaged for transport, or transported in the hopper of a mobile sweeper, to the Haz-Mat bin at 4949 Roseville Rd.

If a spill contaminates soil, for example a roadside shoulder, the soil can be removed, bagged or loaded on a truck and disposed of in the Haz-Mat bin at Roseville Road and Watt Avenue. South area supervisors have the option of dropping off (half full, marked and labeled, as to the contents and origin, bags of used solid-a-sorb and/or soil at the haz-mat area located in the sign's maintenance yard to be transported to Roseville Road facility by the Yard person.

\* Latex paint spills can be absorbed with solid-a-sorb solidified and disposed of in normal refuse destined for the landfill.

\* Cement spills depending on the size can be picked up by a sweeper or by hand solidified and disposed of in normal refuse destined for the landfill or recycled.

**Note: A “complete cleanup” on a spill will be when the pavement surface is dry. As the operator of the property (Right of Way) SAC DOT Haz-Mat responders have authority over how and when a spill or release is contained and/or cleaned up. Highway Patrol and Sheriff officers may assume command of any scene involving roads and /or property. Under most circumstances SAC DOT Haz-Mat responders will be required to authorize the expenditure of County funds for the cleanup and disposal costs and thus must exercise caution in response to demands from other agencies in regards to safety and expense.**

**c) Sharps:** Usually refer to used hypodermic needles found by crews in the County right-of ways. Sharps pose a potential health hazard to the public from biological contamination. The definition of sharps is any device having acute edges or protuberances capable of cutting or piercing the skin. Examples include hypodermic needles, syringes, and blades such as

scalpels or knives. Sharps constitute a hazard to public health and safety and when found on County Right Of Way are to be picked up with a long handled tool (not hands) and put into a sharps container. Sharps containers will be issued to Haz-Mat trained personnel by the Haz-Mat supervisor. Once a needle has been placed inside the sharps container it must be turned in for disposal to the Haz-Mat supervisor within 7 days. Isolyser kits contain an acid that neutralizes pathogens and may be used for 6 months. The Haz-Mat supervisor will dispose of turned in sharps in accordance with state law.

**d) Leaking Vehicle/Vehicle Accidents:** Leaking vehicles are a major point source of stormwater contamination, cause damage to the pavement surface, and present a hazard to motorists and pedestrian traffic. Many of these calls are associated with neighbors calling in on other neighbors because the leaking vehicle is creating an eye sore on their street. The severity of the leak will dictate the action taken. If the leak is large and has been ongoing for a period of time solid-a-sorb may have to be used to clean up. If the leak is smaller it may be that no clean up is necessary.

The next step is to make contact with the owner of the vehicle. Direct the vehicle owner to have the leak fixed or to park the vehicle in the driveway. If the owner is not available, leave your business card and request they call you.

**Note: If the vehicle's registration is expired call Zoning Enforcement (Vehicle Abatement) #875-5656, and report the vehicle to them. You will be asked for the location, make, model, color, and license plate number of the vehicle.**

**e) Automobile batteries:** Contain acid and lead and must be removed from County right of way and be properly disposed of to prevent environmental contamination. Automobile batteries are handled in two ways. First, if the battery is intact with no leaks it can be picked up and dropped off in the Light Equipment battery room located on the south west side of the building. You must go to the front counter of the parts room first and notify the parts personnel. The second situation would involve a battery that is cracked and has leaking fluids. When a battery has liquid leaking from it, place the battery in a 5-gallon bucket and apply sodium bicarbonate to neutralize the spill. **Remember that acid/base reactions require the presence of water.** Buckets containing leaking batteries can be covered and dropped off at the Haz-Mat yard.

**f) Illegal dumping of hazardous materials:** These materials may pose an immediate and/or potential threat to the health and/or safety of the public and the environment. SAC DOT is not responsible for hazardous materials incidents that occur on private property. If an illegal dump within the scope of authority and responsibility is deemed by a Haz-Mat team member to be an immediate threat to the public safety or health or the environment SAC DOT may be required to pick up and/or clean up the containers or material. If unknown, the materials may need to be categorized by Fire (Haz-Cat) in order to determine if the material is safe to transport the incident then becomes a level II; Notify EMD and deny entry of unauthorized personnel, protect yourself and others. Try to prevent any corruption of the scene, as the Sheriff may want to investigate the incident. When the material is deemed safe to transport bring it to 4135 Traffic Way and mark it with the date and location of the dump as well as the responders name or initials before placing it into the fire safe Haz-Mat shed G. Use the appropriate coding if the material is associated with a NCU.

**g) Material in a storm drain:** Is defined as any hazardous substance that intentionally or inadvertently has entered the underground storm drain system. In the underground system hazardous materials can pose a threat to the health and/or safety of the public and the environment. The Sacramento County Department of Water Quality, when operationally possible, will assist with the identification of facilities and cleanup of materials such as sewage spills and aggregate spills into storm drains and creeks. The Sacramento County Department of Water Quality will not assist in the cleanup of hazardous materials, which may be considered damaging to County equipment or hazardous to human health for which they have not been trained such as petroleum products. SAC DOT is not responsible for incidents within the underground drainage system that involve materials that have no explicit training requirements to handle such as aggregate or latex paint spills. Such spills or incidents once determined to not be a hazard to health or the environment will be referred to Water Quality for clean up as deemed appropriate by County Water Quality in accordance with stormwater protection guidelines or regular maintenance. Title 15, Section 15.12.100 of the Sacramento County Code prohibits discharges to the “County storm-water conveyance system.” Section 15.12.140 prohibits threatened discharges (open buckets and barrels). Prevent further contamination of the system if possible by damming or diking the drain (the local fire department is an excellent resource for this type of activity. County Central can contact Fire if you require assistance) and cleaning up any contaminate in the gutter. If material has entered the underground system or is an aggregate material or sewage call Com. 3 and have them notify Water Quality for assistance/advice. SAC DOT responders who are not confined space trained may not remove the cover of a utility access hole or enter the underground system. If material has not entered the drain you can clean up the material with pads or absorbent. Dispose of absorbents in the bin at Roseville and Watt.

**h) Material in a creek** is presently within the scope of responsibility of SAC DOT. Call County Communications (Com 3) immediately and notify Water Quality, and the Haz-mat Supervisor for assistance. Hazardous materials that have reached a watershed pose the greatest risk of damage to public safety and the environment. Notify County Central of any such instances and have them call EMD/ Water Quality. County Water Quality will provide maps books and assistance such as sandbags and pumps for creeks and plugs for outfalls. County Water Quality Channel Maintenance personnel are not Haz-Mat trained and therefore should not be exposed to any material, which may be hazardous to human health regardless of level. Note the color of the contamination, the location and direction of flow, and give an estimate of the approximate density of the contaminate, if it floats or looks oily, if it appears miscible, and if the contamination is heavy or light. Notify Fish and Game/OES. Attempt to locate the source of the contamination. Search the creek up stream to the outfall, or drive around the neighborhood and look for contamination going into a storm drain. Highway Supervisors are responsible for calls in creeks in their areas. In the interest of public safety SAC DOT may be required to provide traffic control or other assistance. Hydrocarbon (oil/gas) absorbent booms are located in the storage shed at Roseville and Watt as well as in the Haz-Mat shed located in the auxiliary Yard. The Haz-Mat supervisor, the on-call supervisor and the yard person have keys to these sheds and may be called for assistance.

**A Haz-Mat supervisor will respond to all:**

- Level 3 Haz-mats
- Large containers
- Major incidents
- When assistance is needed.

#### **4. Level II Procedures:**

The On-call Supervisor will respond. County Fire usually will determine level II response. If the situation warrants call a Haz-Mat Supervisor for assistance. All Transportation On-call supervisors are trained to Level II response in SARA Title III (OSHA), Title 29 CFR Section 1910 for first responders. All On-call supervisors are capable of level II response. Because of the time consuming nature of level II response such as multiple agency involvement, jurisdictional complications, the need for underground system and creek maps and knowledge of various agencies as well as contracts it is at the discretion of the responding supervisor to call a Haz-mat supervisor for assistance as needed. The criteria to use in the abatement of level II Haz-mat incidents are:

- ❑ **Contact #950 or #760 if unsure as to how to proceed!!!!**
- ❑ Determine jurisdiction
- ❑ Determine extent of hazard
- ❑ Follow guidelines of importance- (Self, public, environment, property)-in that order.
- ❑ Notify appropriate agencies
- ❑ Coordinate containment effort
- ❑ Determine appropriate response effort
- ❑ Work within command system
- ❑ Protect the County's interests
- ❑ Try to locate responsible party
- ❑ Document response effort
- ❑ Use appropriate cost effective mitigation and/or remediation up to and including utilizing other agencies (the Sheriff, and the Department of Fish and Game) to compel responsible parties to hire a clean up company.
- ❑ File reports with appropriate agencies

#### **5.**

#### **Supplies and Equipment**

- ❑ **148-702** F-350 Haz-mat response truck, Stocked with drums, test kits, absorbents, pumps, underground system mapbooks, sodium bicarb, and a 2-ton crane. Assigned to Mike. Garcia
- ❑ **135-705** F-250 Haz-mat response truck, absorbents, tools, maps, drum, buckets, and pumps. Used as yard person truck. Parked in space 34 when not in use.
- ❑ **17, 135 series supervisor's trucks stocked with solid a sorb, brooms, shovels and assorted tools.**
- ❑ **171-431** Sand spreader truck, loaded with sand, ready 24/7 parked in H warehouse.
- ❑ **779-582** mobile sweeper designated to yard. For sweeping up spills and absorbents

- ❑ **G-shed** Fire safe, spill contained locker with ventilator and alarm. Located on the West side of the lot at 4135 Traffic Way. Used to store emergency response generated hazardous waste. EPA# CAS111111034
- ❑ **F-shed** spill contained locker located at 3860 Branch Center Road, used for storage of absorbent pads, containerizing equipment, pumps, acid neutralizers, and visqueen used to abate hazardous material incidents.
- ❑ **H-warehouse** used to house sandtruck and to stockpile palletized absorbent.
- ❑ **On Call shed** located at 4949 Roseville Rd. used to store Palletized absorbent, absorbent pads, and tools.
- ❑ **On Call shed** located at 3860 Branch Center Rd. used to store palletized absorbent, absorbent pads, and tools.
- ❑ **10 Yard bin Located** at 4949 Roseville Rd, Contract with Safety Kleen (vondor) 10 yard hydraulic close top roll away bin used to temporarily (90 days) store fuel and oil spill contaminated soils and absorbent from Haz-mat response. EPA CAS111111034.
- ❑ **Sacramento County Department of Transportation**, Various backhoes, dumptrucks, Vactors, Pumps, Mobile Sweepers, and other types of highway construction equipment that can be utilized in an emergency situation.

The following are the recommended supplies needed to abate **minor hazardous material incidents** and are recommended to be on all on all supervisors' trucks.

- ❑ 2- 25 lbs. Bags of Solid-a-Sorb
- ❑ 1- park patrol grabber
- ❑ 1- box of garbage bags
- ❑ 1- grip tight battery carrier
- ❑ 1- push broom
- ❑ 1- square point shovel ( An aluminum Snow type shovel is preferable )
- ❑ 1- 5 gallon plastic bucket with lid.
- ❑ 1- 1gallon container of sodium bicarbonate
- ❑ 1- Pack of PH paper
- ❑ 1- Sharps container
- ❑ 5- Absorbent pads

## 5. Disposal Procedures

Hazardous materials collected by the Sacramento County Emergency response effort shall be disposed of pursuant to the Code of Federal Regulations Title 40, and California Code of Regulations Title 22. Hazardous Waste that is generated by the SAC DOT emergency response effort shall be temporarily (<90 days) stored at 4135 Traffic way or 4949 Roseville road and disposed of as per contract under EPA # CAS111111034. Compressed Gas Cylinders can be disposed of by the rental company that owns them (AirGas, Coca-Cola) if the company can be contacted. Propane bottles can be disposed of per contract with Suburban Propane in Rancho Cordova. In accordance with SAC DOT SWPP place all haz-mat related containers into the fire safe spill containment shed located at 4135 Traffic Way.

## 7.

### **Documentation Procedures**

Documentation **shall** be completed in the comments section of the appropriate:

1. **\*Hansen Service Request**
2. Haz-mat Response Report

### **Documentation will include the following:**

1. Your name
2. Date that you responded to incident
3. Incident location
4. Time you arrived and departed
5. Action(s) taken
6. On Road vs. Off Road
7. Type and amount of material
8. Supplies used
9. Responders that were present
10. Disposal of material

## 8.

### **Communications**

All Haz-mat calls will be dispatched directly to the Community Supervisors. If the Community Supervisor is not available dispatch order will be as follows:

- Another Community Supervisor in close proximity.
- A Haz-Mat Supervisor, Mike Garcia or Glen Phillips
- Any Supervisor.

Central Communications shall be utilized to notify other agencies.

The Haz-Mat supervisor will distribute communications, prepare Water resources reports, quarterly and annual reports, annual Hazard communication, and provide guidance and support as necessary.

A copy of these procedures will be kept in the on-call box.

New phone lists will be distributed on an as needed basis. (See attached)



**AREA PLAN FOR  
EMERGENCY RESPONSE TO  
HAZARDOUS MATERIALS INCIDENTS  
IN SACRAMENTO COUNTY**



**SEPTEMBER, 2007**

**SACRAMENTO COUNTY  
ENVIRONMENTAL MANAGEMENT DEPARTMENT  
HAZARDOUS MATERIALS DIVISION  
8475 JACKSON ROAD, SUITE 200  
SACRAMENTO, CA 95826**

**(916) 875-8550**

**[WWW.EMD.SACCOUNTY.NET](http://WWW.EMD.SACCOUNTY.NET)**

## **ACKNOWLEDGEMENT**

Although the Sacramento County Environmental Management Department (EMD) is responsible for writing, maintaining and distributing the Area Plan for Emergency Response to Hazardous Materials Incidents, the completion of this task would not be possible without the cooperation and teamwork of several people representing local and state organizations. The result of this multi-agency effort is a concise, detailed document that outlines appropriate response actions to hazardous materials incidents within Sacramento County. EMD would like to specifically acknowledge the efforts of the following individuals who contributed significant time and energy in the review and editing of this document.

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- Mark Wells, Sacramento Metropolitan Fire District
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- Rick Vasquez, Sacramento City Fire Department
- Jan Dunbar, Sacramento City Fire Department
- Jeff Welchman, Sacramento County Public Works – Dept. of Transportation

Sincerely,



Val F. Siebal, Director  
Sacramento County Environmental Management Department

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*\*updated by Dr. Tait, August 2007*

**B – Example Hazardous Material Incident Notification Diagrams**

**C – Hazardous Material Incident Response Emergency Telephone Numbers**

*\*updated September 2007*

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**I – Glossary of Standardized Terms and Acronyms including Terrorism**

*\*updated September 2007*

**J – Agreements for the Formation and Maintenance of Hazardous Materials Incident Response Teams (HMRTs) within Sacramento County**

**K – Joint Agreements between EMD and Incorporated Cities in Sacramento**

## REFERENCES

The following documents were reviewed and referenced while gathering the information contained within this Plan.

- Sacramento City Multi-Hazard Emergency Operations Plan— Revised April 2005
- California Hazardous Material Spill/Release Notification Guidance – November 2004
- Region IV LEPC Hazardous Emergency Plan –September 2006
- Sacramento County Area Plan – September 2003
- Hazardous Materials Incident Toolkit – OES – January 2006
- “Draft” Hazardous Materials Emergency Response Plan, Sacramento Fire Department, 2007
- “Draft” Sacramento Regional Mass Casualty Decon Protocol, September 2007

# CHAPTER 1: PROPOSED AREA PLAN

(Title 19 CCR § 2720)

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## A. DESCRIPTION AND IMPLEMENTATION OF AREA PLAN

The use, storage and transportation of hazardous materials and the generation and transportation of hazardous wastes are issues of increasing importance in the protection of life, the environment and property in Sacramento County. The prevalence of businesses routinely storing and handling hazardous materials and hazardous wastes has prompted an increasing awareness and concern for the public's health and safety. Hazardous material emergencies may be the result of threatened releases, highway accidents, clandestine drug laboratories, train derailments, pipeline transportation accidents, fire and/or spills at fixed facilities or the result of a response to a weapons of mass destruction (WMD) incident. The Area Plan describes the responsibilities of local, state and federal agencies during incidents involving the release and/or threatened release of hazardous materials.

In California, all state agencies are required to use the Standardized Emergency Management System (SEMS), as outlined in Section 8607 of the California Government Code. SEMS standardizes the principles and methods of emergency response in California. The Incident Command System (ICS) operates under SEMS and is an efficient tool for responding to all types of incidents. All local fire departments use the ICS when responding to incidents. Under the Incident Command Structure, the Incident Commander (IC) has the primary responsibility and the authority to activate a response consistent with the Area Plan. On February 8, 2005, Governor Schwarzenegger issued Executive Order S-2-05, directing the Governor's Office of Emergency Services to integrate the National Incident Management System (NIMS) into SEMS. Integrating NIMS into SEMS provides statewide consistency with emergency response activities and a nationwide approach for federal, state, local, and tribal governments to work together more effectively and efficiently. It is the intent of this Area Plan to comply with NIMS wherever changes may have occurred.

The State legislature, in recognizing the risks that hazardous materials and wastes pose to emergency responders and the community, created a hazardous material disclosure program under Chapter 6.95, Section 25500, et seq., of the Health and Safety Code. This program requires the Sacramento County Environmental Management Department (EMD) to develop a Hazardous Material Emergency Response Area Plan (Area Plan) detailing the duties and responsibilities of governmental and other response agencies in a hazardous material incident. The Area Plan provides information for agencies involved in hazardous material response within Sacramento County.

There are several plans related to the Area Plan which deal with hazardous materials emergency response at the federal, state, regional and local levels. These plans include but are not limited to the National Contingency Plan, the California Hazardous Substances Response Plan, the Railroad Accident

Prevention and Immediate Deployment (RAPID) Plan, the Region IV Local Emergency Planning Committee (LEPC) Hazardous Material Emergency Response Plan and the Local Agencies' (both Cities and County) Emergency Plans. The National Contingency Plan addresses the hazardous material response procedures for the National and Regional Response Teams. The California Hazardous Substances Response Plan addresses the State's hazardous material response procedures. The purpose of the RAPID plan is to describe how state departments and agencies that are members of the Railroad Accident Prevention and Immediate Deployment Force will respond to assist local agencies and work cooperatively at large-scale hazardous material releases resulting from surface transportation accidents. This plan also describes how funds in the Hazardous Spill Prevention Account authorized by the Public Utilities Commission Regulations, Section 7714, will be used to train and equip state and local hazardous material response teams. The Region IV LEPC Hazardous Material Response Plan, as mandated by Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA), describes hazardous material emergency response for the eleven Region IV counties: Alpine, Amador, Calaveras, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Stanislaus, Tuolumne, and Yolo. Lastly, the Local Agencies' Emergency Plans address many types of natural and man-made emergencies.

**B. PROVISIONS FOR INTEGRATING INFORMATION FROM BUSINESS PLANS**

The disclosure program requires businesses in Sacramento County that store hazardous materials and/or hazardous waste in quantities equal to or greater than 55-gallons of a liquid, 500-pounds of a solid, or 200 cubic feet of gas, to prepare a business emergency response plan (Hazardous Materials Plan) and submit the Plan to EMD. The intent of the disclosure program is to provide first responders with site-specific information such as chemical inventory, emergency phone numbers, and facility site maps indicating location and quantities of hazardous materials and wastes stored on site. The information is collected and verified by EMD for compatibility with the Area Plan.

EMD has identified business facilities that handle and store reportable quantities of hazardous materials and hazardous waste. EMD provides the Sacramento Regional Fire/EMS Communications Center with a bi-weekly update on CD-Rom which includes hazardous material business plans, hazardous material inventory sheets, site maps, and contingency plans. This information is also distributed to each of the fire department's Hazardous Materials Response Teams (HMRTs) and is maintained on EMD's incident response vehicle.

During a hazardous materials incident the information from the CD's may be used to supplement the Area Plan guidelines at fixed facilities. By developing hazardous material emergency response plans, both businesses and governmental agencies can be better prepared for a coordinated response to these hazardous material incidents, thereby minimizing potential risks to life, the environment and property.

**C. REPORTING FORM FOR AREA PLAN**

EMD, the Certified Unified Program Agency (CUPA) for Sacramento County, is responsible for meeting the reporting form requirements of the California Code of Regulations, Title 19, Chapter 2, Subchapter 3, Article 3. EMD will demonstrate compliance through the use of the "Optional Model Reporting Form" which serves as the Table of Contents for this Plan (page i).

## CHAPTER 2: EMERGENCY RESPONSE PROCEDURES

(Title 19 CCR § 2722)

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### A. APPROACH, RECOGNITION, AND EVALUATION OF RELEASES AND THREATENED RELEASES BY EMERGENCY RESPONSE PERSONNEL

#### 1. APPROACH

The first emergency personnel to arrive at an incident will act as the Incident Commander (IC) until relieved by a representative who has the appropriate IC authority as identified in the following section. First responders are trained to respond in a defensive manner. The primary responsibilities of these responders may include the following:

- a. The order of completion of the tasks is incident specific and should be based on protecting life, the environment and property.
- b. Isolate the scene and deny entry (establish zones).
- c. Identify the product and product characteristics (if identification can be done safely - i.e., from a safe distance).
- d. Establish a command post in the support zone using the SEMS (Standard Emergency Management System) Incident Command System. The command post is established upwind, uphill and/or upstream from the incident.
- e. Assess the type of incident and request appropriate resources based on the level of emergency.
- f. Ensure notification of all appropriate agencies.
- g. If necessary, rescue victims if it can be done safely (i.e., if proper level of protection is available.)
- h. Provide emergency medical care, including decontamination of exposed persons.
- i. Determine need for protective actions (e. g., evacuation or sheltering in place.)
- j. Conduct evacuation, if appropriate.

Perimeter security and traffic control is the responsibility of the law enforcement agency having traffic investigative authority and should be initiated as soon as possible to minimize contamination of citizens and to allow emergency response personnel to perform their tasks without interference.

The IC will be responsible for coordinating the multi-agency operations (i.e., fire, law enforcement, EMD, public works, etc.) and designating the safety officer. An example of the IC Checklist is included in Appendix D and may be used to facilitate this responsibility.

## 2. RECOGNITION

Recognizing the type and degree of hazard present is usually one of the first steps after arriving at an incident. The substance involved must be identified in order to respond appropriately to the hazards. Among the sources of hazardous material identification are the following:

- a. Placards
- b. Shipping manifests
- c. Visual observation
- d. Package labels
- e. Container shapes, sizes and/or color
- f. Information from drivers, shippers, operators, and/or witnesses
- g. Chemtrec - Chemical Transportation Emergency Center provides two types of assistance during a hazardous material incident:
  - (1) Relays information in regards to the specific chemical (see Appendix E for optional Chemtrec Communication Form.)
  - (2) Will contact manufacturer or other expert for additional information or on-site assistance.

The IC may use the above resources to identify the substance involved (if the identification can be done safely i.e. from a safe distance). On Level II incidents, the Sacramento Area Hazardous Materials Response Teams (HMRT's) will provide sample retrieval, material identification and/or categorization. These units have equipment available for sampling, monitoring and identification testing. This equipment will be used to evaluate the extent of the release. The EMD IR Team representative is available to provide technical support. The full extent of EMD's responsibilities is explained in further detail in Chapter 4 of this Plan. HMRT units have the equipment available to respond to most Level III incidents. If the incident requires additional personnel or equipment beyond the capabilities of the fire departments HMRT unit(s) the IC may exercise Sacramento County's Mutual Aid agreement or the State Master Mutual Aid Agreement to which all counties are signatories.

### 3. EVALUATION

The level of response may vary due to differing perceptions of the incident by response personnel, based upon on their experience and training. In Sacramento County, three (3) levels of hazardous material emergencies have been developed to assist in determining the level of response needed during a hazardous material incident. The identified response criteria include:

- Tools and equipment needed;
- Intervention expertise needed;
- Protective clothing;
- Extent or evacuation;
- Extent of special intervention activities;
- Extent of local, state, or federal assistance required;
- Extent of injury or death;
- Extent of decontamination procedures.

#### a. Level I Incident (Minor)

- (1) Spills, leaks, and ruptures involving known hazardous materials which can be reasonably contained, extinguished, and/or abated utilizing existing equipment, supplies and resources immediately available to the First Responders – Operational (F.R.O.) of the fire department having jurisdiction; and
- (2) Hazardous materials incidents which do not exceed the necessity to utilize standard structural/flammable liquid protective equipment immediately available to the first responder, and/or
- (3) Hazardous material incidents which may require the removal and evacuation of civilians within the immediate designated perimeter of the incident scene.

#### b. Level II Incident (Moderate)

- (1) Hazardous material incidents which may require the use of any kind of specialized protective clothing, equipment, tool, instrument, knowledge or expertise of the HMRT, and which is not available to and beyond the scope of training of the First Responder – Operational of the agency having jurisdiction; and/or
- (2) Hazardous material incidents which can only be identified, tested, sampled, contained, extinguished, and/or abated utilizing the expertise and resources of the HMRT; and/or

- (3) Hazardous material incidents which, based upon the hazard threat of the substance, require evacuation of civilians within the area of the fire department having jurisdiction; and/or
- (4) Hazardous material incidents that are permitted to burn for a controlled period of time or are allowed to consume themselves, or which may require special extinguishing techniques and objectives.

c. **Level III Incident (Major – Catastrophic)**

- (1) Hazardous material incidents that can only be contained and/or abated by utilizing the highly specialized equipment, services, or supplies available from special municipal, environmental, and industrial response personnel and teams who are in support of the activities of the HMRT. Such equipment, techniques, and qualified personnel are in excess of or are in addition to those available from the on-scene HMRT and/or
- (2) Fires involving hazardous materials that are allowed to burn due to ineffectiveness or dangers of the use of extinguishing agents, or the unavailability of water, the threat of large container failure by explosion, detonation, or, or a container failure has already occurred; and/or
- (3) Hazardous material incidents which require evacuation of people from large geographical area extending across jurisdictional boundaries; and/or there are serious injuries or deaths as a result of the hazardous material incident.

4. **DISPATCH/NOTIFICATION PROCEDURES FOR HAZARDOUS MATERIAL INCIDENTS:**

Each level of a Hazardous Materials Incident has a minimum deployment of resources that are required. These requirements are subject to change as policies in the fire departments are updated and/or revised and therefore are not detailed here. Fire Dispatch maintains the call down lists for hazardous material incidents and will be advised by fire personnel of any changes. Additional personnel from other agencies may be added to the call down list maintained by fire dispatch and notified of the incident.

EMD IR Team Notification: An alpha-numeric pager is the primary method of alerting the EMD IR Team members of a hazardous materials incident. The dispatch center will be given a call back telephone number or radio contact. A page will be sent out to the EMD IR team member on call. The alerted IR Team member will contact the County Central operator to obtain information regarding the incident and confirm they are

responding. EMD should be notified of any incident, including but not limited to a fire or possible release that occurs at a facility which stores or generates hazardous materials or hazardous waste.

All other agencies will be contacted by the dispatch center of the agency having jurisdiction on an as-needed basis, as determined by the IC. Individuals working for agencies that may be required to respond to a hazardous materials incident should only respond to an incident if requested by the IC.

In the event of a spill involving hazardous material or hazardous waste which constitutes an immediate threat to public health, EMD will coordinate and function as a liaison with the County Health Officer to initiate actions to declare a county health emergency. Appendix A provides guidelines for such a declaration.

**B. MONITORING AND DECONTAMINATION GUIDELINES FOR EMERGENCY RESPONSE PERSONNEL**

1. GENERAL

Decontamination (or contamination reduction) is the physical and/or chemical process of reducing and preventing the spread of contamination from persons and equipment used at a hazardous material incident.

At every incident involving hazardous materials there is a possibility that response personnel and their equipment will become contaminated. The contaminant poses a threat, not only to the persons contaminated, but also to other personnel who may subsequently have contact with them or the equipment. Emergency response personnel and equipment are subjected to various degrees of chemical contamination as a result of exposures encountered at hazardous material incidents. Response personnel can become contaminated in a number of ways, including exposures to vapors and gases, walking or driving through released liquids, powders, or contaminated soils, and from contact with other contaminated personnel, victims, or equipment.

A committee comprised of local responding agencies was formed to create the Regional Mass Casualty Decontamination Protocol. This document has been completed and is currently being reviewed for adoption by local agencies. This document will be incorporated into the Area Plan once it has been adopted.

2. TYPES OF DECONTAMINATION

Decontamination (decon) can be divided into three types which are described as follows:

- a. First Responder or Emergency Decon - refers to decon that is urgent, field expedient and there is an immediate need to remove

contaminants. Most often it is done to civilians or response personnel who have had direct exposure to hazardous solids, liquids, mist, smoke and certain gases, and who are displaying related symptoms. It is a two stage process: the first stage consists of clothing removal (privacy will be provided only if it will not delay the decontamination process), and a gross contaminants removal with copious amount of water; the second stage is a soap-and-water scrub and rinse. Exposures to the eyes might involve flushing for longer durations. Provide emergency covering (i.e., emergency blankets and sheets for the victims). The environment and personal modesty are not of primary importance when there are potentially life-threatening injuries/exposures; however, emergency decon should, if possible, take place in the least environmentally sensitive area. Once adequate resources are available, and incident conditions will allow, steps should be taken as soon as possible to minimize the impact of such emergency operations on the environment. Rescuers should don the best available PPE when performing Emergency Decon.

- b. Technical (Primary) Decon - refers to that form of decon which is provided to personnel working in the Exclusion Zone or Contamination Reduction Zone. Although accelerated, it is a more thorough and detailed process than emergency decon. It is organized and conducted by hazmat teams or specially trained decon teams. A Contamination Reduction Corridor is established prior to entry of a hazmat team and is conducted within the Contamination Reduction Zone. This generally includes Hazmat Entry and Decon Teams working in Level A or Level B protective clothing. Primary decon provides for the collection of the contaminants for analysis, treatment or proper disposal.
- c. Mass Casualty Decon - refers to decon provided to civilians that may have been exposed to hazardous chemicals, but are not displaying any related symptoms of exposure. Secondary Decon may also be used following Emergency Decon for victims displaying related symptoms. In Secondary Decon there is time to contain runoff water and provide for modesty. This level of decon might involve the use of tents, trailers, tarps, containment basins and/or showers. Secondary Decon is time consuming for victims with immediate life-threatening injuries/ exposures.

### 3. EXTENT OF DECONTAMINATION REQUIRED

Decontamination procedures should be tailored to the specific hazards of the incident and may vary in complexity and number of steps, depending on the degree of hazard and the employee's exposure to the hazard. Decontamination procedures for personnel and personal protective equipment will vary depending upon the specific hazardous material or symptoms of exposure, since one procedure or method may not work for

all substances. Evaluation of decontamination methods and procedures should be performed, as necessary, to assure that employees are not exposed to hazards by reusing personal protective equipment.

To achieve plan objectives and protect responders from harm or risk as a result of exposure to hazardous materials, the following general guidelines should be used when the decision to decontaminate personnel and/or equipment is made by the IC and/or the EMD IR team member. In general, the HMRT units may complete decon for all responding agencies. If decontamination guidelines are not specified by the IC, each responding agency is responsible for decontaminating their own equipment based on the policies and procedures developed by their department. The exact procedure to use must be determined after evaluating a number of factors specific to the incident. The following factors must be considered when determining which decontamination process to use:

- a. Prevention of further contamination. Minimizing contact with potential contaminants is essential to keep the incident from escalating.
- b. The physical and chemical properties of the hazardous material. The very properties that make a chemical more hazardous also make it more difficult to decon. Gases are more likely to permeate clothing and skin tissue. Liquids are harder to see and remove than powders and other solid materials. Low-viscosity liquids may permeate more readily than high-viscosity liquids. Soluble materials will be easier to decon than non-soluble materials.
- c. The amount and location of contamination. The more of the body that has been contaminated, the more involved the decon process will be. If contaminants are located near the face, there is a greater likelihood of harm due to inhalation or ingestion. If a product is located in other body cavities, folds, nails or hair, there is greater likelihood of permeation into the body. For this reason it is recommended to start decon with the head and then work down. Eyes, ears, nose, mouth, hair, armpits, etc., need to be thoroughly decontaminated, and open wounds need to be completely irrigated.
- d. Contact time and temperature. The longer a contaminant is in contact with an object, the greater the probability and extent of contamination. For this reason, minimizing contact time is one of the most important objectives of decon. Temperature will also increase vapor production, which may in turn affect the rate of permeation.
- e. Level of protection and work function. The Technical/Reference Specialist and the Decon Team Leader will determine the level of protective clothing needed for the Decon Team. Risk factors may

include but are not limited to; physical state of material, the likelihood of contamination and the task to be performed.

- f. Reasons for leaving the hazard site. People with life-threatening medical emergencies may need very rapid emergency decon.

#### 4. DECONTAMINATION PROCEDURES

Decontamination shall be performed whenever contamination is suspected. Decontamination is the responsibility of each responding agency. Decisions to decontaminate personnel should be made by or in conjunction with the IC.

The Contamination-Reduction Corridor will be established at all hazardous materials incidents, involving entry operation or decontamination for victims, responders, or equipment. The Decontamination Leader, in conjunction with the Technical/Reference Specialist, and the Assistant Safety Officer-Hazardous Materials will determine the extent of preparation for decontamination based on the hazard evaluation.

Fire department personnel trained to the First Responder Operation Decon level may be used to staff the decontamination area. Such personnel will be at the same level of protection or one level lower than the Entry Team.

All personnel and equipment entering the Exclusion Zone will be decontaminated and evaluated following final exit, if the material is hazardous and exposure is possible. Personnel exposed to toxic material(s) will take a shower following the operation in addition to on-site decontamination. The waste water generated during the decontamination process will be evaluated by the EMD IR team member who will give recommendations for disposal of the wastes generated and coordinate disposal operations with the appropriate hazardous waste disposal contractor.

- a. General Decontamination Procedures – The organization setting up the decon area will have its own decontamination policies and procedures. Every incident will have unique situations and these procedures should be modified to meet the specific needs of the incident.
- b. Decontamination During Medical Emergencies - In a properly functioning hazardous material response, victims will be decontaminated in the contamination reduction zone by properly suited and protected emergency responders (Primary or Secondary Decontamination). If needed, Primary or Secondary Decontamination will include removal of clothing, flushing affected skin and hair with water, and if needed, a mild soap and water wash.

5. BASELINE/ANNUAL MEDICAL MONITORING FOR EMERGENCY RESPONSE PERSONNEL

All agencies sending personnel to respond to hazardous materials incidents in Sacramento County are responsible for following the medical monitoring programs as outlined in their policies and procedures.

C. MONITORING AND DECONTAMINATION GUIDELINES FOR EMERGENCY RESPONSE EQUIPMENT

1. GENERAL

Emergency response personnel and equipment are subjected to various degrees of chemical contamination as a result of exposures encountered at hazardous material incidents.

- a. Decontamination of Equipment – Measures should be taken to prevent contamination of sampling and monitoring equipment. Sampling devices typically become contaminated, but monitoring instruments, unless they are splashed, usually do not. Once contaminated, instruments are difficult to clean without damaging them. Any delicate instrument which cannot be decontaminated easily should be protected while it is being used.

Decontamination equipment, materials and supplies are generally selected based on risk assessment. In the event that decon is necessary, the HMRT unit would be equipped with the materials necessary for use during most hazardous materials incidents.

- b. Sanitizing of Personal Protective Equipment - Respirators, reusable protective clothing, and other personal articles must be decontaminated and sanitized. The inside of masks and clothing becomes soiled due to exhalation, body oils, and perspiration. The manufacturer's instructions should be used to sanitize the respirator mask. If practical, protective clothing should be machine washed after a thorough decontamination; otherwise it must be cleaned by hand. Each responding agency is responsible for decontaminating their own equipment based on the policies and procedures developed by their department.

- c. Persistent Contamination - In some instances, clothing and other equipment will become contaminated with substances that cannot be removed by normal decontamination procedures. A solvent may be used to remove such contamination from equipment if it does not destroy or degrade the protective material. If persistent contamination is expected, disposable garments should be used. Testing for persistent contamination of protective clothing and

appropriate decontamination must be done by qualified laboratory personnel.

2. DISPOSAL OF CONTAMINATED MATERIALS

All materials and equipment used for decontamination must be disposed of properly. Clothing, tools, buckets, brushes, and all other contaminated equipment that can not be decontaminated on-site must be secured in drums or other containers and labeled. Clothing not completely decontaminated on-site should be secured in plastic bags and disposed of with the clean up contractor.

Contaminated wash and rinse solutions should be contained by using step-in-containers (for example, decon pool) to hold spent solutions. Another containment method is to dig a trench about 4 inches deep and line it with plastic. In both cases, the spent solutions are transferred to drums, which are labeled and disposed of with other substances on-site by the clean up contractor.

## **CHAPTER 3: PRE-EMERGENCY PLANNING** (Title 19 CCR § 2723)

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### **A. PRE-INCIDENT SURVEYS OF BUSINESS SITES**

EMD inspects all businesses in Sacramento County that are regulated by Chapters 6.5, 6.7, and 6.95 of the Health and Safety Code at a minimum, every three years. Due to the frequency of these inspections, EMD has deemed pre-incident surveys unnecessary

EMD provides the fire department's communication center with CD-ROMs which contain information on local businesses within their jurisdiction including hazardous material inventories, emergency phone numbers, and site maps. EMD has also identified businesses that handle and store extremely hazardous materials and present the greatest risk to emergency responders. These are facilities which exceed threshold amounts of extremely hazardous substances and are required to prepare a Risk Management Plan (RMP). A current list of these facilities may be obtained by contacting EMD.

It is the responsibility of each fire jurisdiction to determine the necessity of pre-fire inspections.

### **B. PRE-EMERGENCY PLANNING AND COORDINATION AMONG EMERGENCY RESPONSE PERSONNEL WITHIN THE JURISDICTION**

Pre-emergency planning shall include coordination and training of emergency response personnel between responding agencies.

EMD will coordinate training on the final Area Plan to ensure all agencies that might have responsibilities during a hazardous materials incident response are aware of the requirements.

#### **1. AREA PLAN REVISIONS**

The Area Plan will be completely reviewed and revised every three years by EMD as required by the California Code of Regulations, Title 19, Chapter 4, Article 3, Section 2721. During the revision process EMD will request input from the participating agencies on the Area Plan Distribution List (Appendix H) which includes all appropriate city, county, and state agencies. In the interim, the Plan will be maintained through the coordination with local, state and federal agencies in addition to reviewing actual responses and the ongoing collection of new data. Any changes will be reviewed and approved by the appropriate agencies. Revisions will be routed to all agencies on the Area Plan Distribution List and forwarded to the Governor's Office of Emergency Services. These revisions will be recorded in the Record of Revisions (Appendix H) and will be available for review in electronic format on the County's website at <http://www.emd.saccounty.net>.

**C. LOCAL, STATE AND FEDERAL EMERGENCY FUNDING AND ACCESS**

1. FUNDING

The IC will, under advice from the EMD IR Team Member, take all necessary steps to ensure restoration of the scene to a normal condition after a hazardous material incident. The responsible party for the clean-up will be the agency that has jurisdiction where the incident initially occurred, or the identified responsible party (i.e. property owner) even if the contamination has migrated off-site. Steps include, but are not limited to:

- a. If the incident occurs on a State highway, the CHP is the designated IC and will notify the California Transportation Agency (CalTrans) in order to obtain their services for clean up.
- b. If the incident occurs on a County road or on private property, the IC or designee will contact the responsible party, i.e., trucking company, chemical company, facility owner, property owner, etc., and inform them of their obligation to mitigate the incident and give them the opportunity to provide their own clean up service and/or contract with a registered hazardous waste hauler.
- c. For a minor incident on private property or on a public road, when a responsible party cannot be reached or is uncooperative, the IC, through consultation with EMD will explore alternate clean-up options. If unavailable, EMD will make contact with the DTSC Duty Officer to access funding and determine if substance triggers the hazardous waste criteria (see Appendix G).
- d. For a major incident requiring a costly clean-up, if a cooperative, responsible party cannot be contacted, State or Federal Superfund funding should be considered. EMD can assist in this effort.

The IC or designee will consult with EMD and the clean up crews to confirm adequacy of the clean up procedures, which may involve removal or treatment of the waste. The clean up should include any on- or off-road contamination which may have occurred.

If mitigation cannot be completed, post "Warning Hazardous Material" signs or tape in a conspicuous location near the incident until clean up is accomplished. This decision will be made by the IC, in conjunction with the EMD IR Team Member.

The IC has overall responsibility to maintain surveillance of the scene and ensure adherence to applicable regulations and may delegate this responsibility to another agency (i.e. EMD, Public

Works, etc.) once the incident has been contained, and declared to be in the "Recovery Phase".

2. **RECOVERY OF DAMAGES AND CLEAN UP COSTS**

Spills or incidents occurring on private property shall be the responsibility of the property owner and/or the responsible party causing the spill. All costs associated with response and recovery from a spill or incident, be it public or private, shall be the responsibility of the property owner and/or the responsible party causing the spill.

3. **ENFORCEMENT**

When on-scene operations are directed by city or county personnel, any required post incident enforcement shall be taken through the appropriate public agency having jurisdiction. In situations where a State or Federal response team directs on-scene operations, that team shall be responsible for enforcement of appropriate laws and regulations.

**D. ACCESS TO STATE APPROVED AND PERMITTED HAZARDOUS WASTE DISPOSAL FACILITIES AND EMERGENCY RESPONSE CONTRACTORS**

It is the responsibility of the IC to make certain that the spilled material is to be transported in an approved manner and in accordance with the Code of Federal Regulations, Title 49 and the California Code of Regulations, Title 22. The EMD IR Team Member will be available for advice on these technical issues as well as locations of approved hazardous waste disposal sites. A current list of emergency clean-up companies and registered hazardous waste haulers can be obtained by contacting EMD.

**E. INTEGRATED RESPONSE MANAGEMENT SYSTEM**

1. **ORGANIZATION**

The local organization which will respond to a hazardous material incident is structured to provide a multi-agency response using the National Incident Management System (NIMS). Integrating NIMS into the previous Standard Emergency Management System (SEMS) provides statewide consistency with emergency response activities and a nationwide approach for federal, state, local, and tribal governments to work together more effectively and efficiently. It is the intent of this Area Plan to comply with NIMS wherever changes may have occurred. All local fire departments use the Incident Command System (ICS) when responding to incidents. Under ICS, the Incident Commander (IC) has the primary responsibility and the authority to activate a response consistent with the Area Plan.

The system is designed to minimize duplication of effort by giving each person a structured role in the organization, and each organization its piece of the larger response. This system clearly defines the chain of

command and limits the control of any one individual. For major incidents, State assistance would be accessed to provide support to local response as coordinated through the IC. The level of the response, skills necessary to abate the problem, and agencies participating in the emergency organization, will be geared to the nature of each specific hazardous material incident. On incidents involving multiple agencies or jurisdictions, the use of a unified command structure is mandatory.

The Sacramento County Office of Emergency Services is responsible for overall pre-emergency planning and coordination among the various emergency responder agencies within the incorporated cities and unincorporated areas of Sacramento County. This includes the coordination of emergency assistance between jurisdictions. This responsibility also lies with the Region IV LEPC, as required by SARA Title III and the Community Right to Know Act.

Roles and responsibilities of the various agencies that might respond to a hazardous materials incident are identified in Chapter 4 of this Area Plan. Appendix I identifies a list of acronyms and standardized terms used during hazardous material incidents.

## 2. ROLE DEFINITIONS IN THE INCIDENT COMMAND SYSTEM (ICS)

In California, the Firescope Incident Command System (ICS) is the required structure to be used by response agencies involved in a hazardous materials incident. ICS provides the framework from which all response agencies, as well as the responsible party, can work together in an efficient and effective manner in accordance with NIMS. The ICS is the standardized management system utilized in handling emergencies and ICS is applicable to large and small hazardous material incidents. The ICS system consists of procedures for controlling personnel, facilities, equipment and communication.

### a. Incident Commander (IC)

The IC shall employ overall management, coordination and responsibility over a hazardous material incident, including a WMD event. The IC shall be responsible for the identification of incident resources and needs, the procurement of the resources so as to abate the incident, and protect life, environment and property.

The IC shall not be responsible for the detailed direction of technical or specialized procedures, but shall oversee that these procedures are carried out when needed. Scene management decisions are to be made with the assistance of the Operation's Chief, expert advisors, and/or specialty employees.

The IC shall be:

California Highway Patrol (CHP): On State highways and county roads in unincorporated areas.

Sheriff: Off highway in the unincorporated areas.

Police Departments: All incidents within city limits except in the City of Sacramento where it is the Sacramento Fire Department.

Other: The IC shall be the designated emergency response official on the scene in the absence of law enforcement, provided that the jurisdiction has prepared a written agreement prior to an incident.

b. Operations Chief (Ops Chief)

The Ops Chief is the designated fire official responding to the scene of a hazardous material incident, including events involving WMD. The Ops Chief will provide resources to assist in securing and maintaining immediate control of the incident until the situation has been stabilized.

The Ops Chief shall be responsible for directing the efforts of, and be responsible for, but not limited to, rescue and first aid; suppression activities; containment; cleanup; personnel protection and safety; and coordinating incident efforts with the IC.

c. Hazardous Materials Group Supervisor

The Hazardous Materials Group Supervisor reports to the Operations Section Chief. The Hazardous Materials Group Supervisor is responsible for the implementation of the phases of the Incident Action Plan dealing with the Hazardous Materials Group operations. The Hazardous Materials Group Supervisor is responsible for the assignment of resources within the Hazardous Materials Group, reporting on the progress of operations and the status of resources within the Group. The Hazardous Materials Group Supervisor directs the overall operations of the Hazardous Materials Group.

d. Safety Officer

The IC will designate the safety officer. This person is responsible for assuring the overall safety of all operations performed at the incident by all agencies. This will be done with respect to the highest levels of safety and health. The Safety Officer will report directly to the IC.

e. Emergency Medical Services (EMS)

EMS personnel will work under the direction of the IC to provide emergency medical care to victims. These emergency incidents are either on or off the highway which results in injuries requiring on-scene medical care.

f. EMD Incident Response Team

EMD maintains an Incident Response Team staffed with Environmental Specialists assigned to the department's Hazardous Materials Division, who also act as representatives of the County Health Officer. One Environmental Specialist maintains on-call status at all times and is activated through the Sacramento County Operations Center. EMD personnel, in conjunction with the IC and the Ops Chief, are responsible for determining when the area is safe for re-entry and/or the incident is mitigated, in addition to hazardous waste disposal operation supervision in the "Recovery Phase".

g. Public Information Officer (PIO)

This person is designated by the IC for the collection of facts, circumstances, and events which have transpired since onset of the incident. Under the direction of the IC, the PIO will compile and present the information to the media. This includes the briefing and update of media personnel on actions taken or to be taken. When possible this should be accomplished in an area away from the command post. No one at the scene should be authorized to talk to the media except the PIO or IC.

h. Federal On-Scene Coordinator (FOSC)

Under the National Contingency Plan (NCP), the Federal On Scene Coordinator (FOSC) is the senior official for all response efforts. These responsibilities are shared between the U.S. Coast Guard (USCG) and the U.S. Environmental Protection Agency (USEPA). The USCG is the lead for response and recovery efforts at oil and hazardous materials incidents in the coastal zone, while the USEPA is the lead for oil and hazardous materials incidents in the inland zone. Boundaries between the USCG and the USEPA zones can be found in the Regional Contingency Plan and in each of the three California Coastal Marine Area Contingency Plans. In some circumstances, the FOSC may be a representative from the Department of Defense or Department of Energy, dependent upon agency jurisdiction.

The FOSC is the pre-designated federal official responsible for directing and coordinating responses to releases of hazardous substances to the environment and discharges of oil to navigable waters of the United States in the inland areas. Pursuant to Section 300.135 of NCP, the FOSC promotes the use of a Unified Command System that brings together the functions of the federal government, state government, local government, and the responsible party to achieve an effective and efficient response. The goal of the Unified Command (UC) is to reach a consensus whenever possible, but the FOSC always retains the authority to take all actions that he or she deems necessary to mitigate the effects of the spill. The FOSC, the state/local government representatives, and the responsible party, are all involved with varying degrees of responsibility, regardless of the size and severity of the incident. The FOSC in every case retains the authority to direct the spill response. In many situations, the FOSC may choose to monitor the actions of the responsible party and/or state/local governments and provide support and advice where appropriate. However, under the Clean Water Act, Section 311 (c)(2) the FOSC must direct responses to spills that pose a substantial threat to the public health, or welfare of the United States.

Typically, the FOSC will receive spill notification from the National Response Center (NRC), the Governor's Office of Emergency Services (OES) Warning Center and/or the Responsible Party (RP) and assesses the level of federal response required for the incident. For a Level One Incident, the FOSC may follow-up on the initial notification and contact the local responders to determine the status of the incident and whether federal assistance is needed. For Level Two Incidents, the FOSC may respond or dispatch a Superfund Technical Assistance and Response Team (START) unit from San Francisco, California or Long Beach, California to monitor the response and provide technical assistance to the local responders. For Level Three Incidents, the FOSC will respond to the incident. In most cases, the FOSC will mobilize START and the USCG Pacific Strike Team. If the incident exceeds the capabilities of the local and State jurisdictions, and the responsible party cannot mobilize sufficient resources, the FOSC will also mobilize the Emergency Response and Removal Support (ERRS) cleanup contractor. The mobilization of federal cleanup resources does not replace the ICS or UC, but will integrate into the existing ICS where appropriate.

## Chapter 4: NOTIFICATION AND COORDINATION

*(Title CCR 19 § 2724)*

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### A. NOTIFICATION OF AND COORDINATION WITH EMERGENCY RESPONSE PERSONNEL

#### 1. ACTIVATION

The Sacramento Area Plan shall be activated by the IC to the degree necessary, whenever a hazardous material or WMD incident occurs. This plan covers hazardous material incidents that occur in any part of the county or cities, including but not limited to releases to the air, land, or waters throughout the county, including rivers, reservoirs, canals, groundwater, storm drains and sewers.

#### 2. NOTIFICATION

County Communications will be the central notification point for all hazardous material incidents involving county responders (excluding fire and law enforcement personnel). The IC will make the determination regarding who is to be notified. It is assumed the general public will use 911 to report incidents.

The public agency first on-scene should request needed resources through their dispatch and take whatever immediate counteractions necessary to contain and reduce the spread of the material and its effects within the training limitations of the responding personnel.

Hazardous Material Incident Notification Diagram - See Appendix B.

Emergency Telephone Numbers - See Appendix C.

### B. EMERGENCY COMMUNICATIONS DURING AN EMERGENCY RESPONSE

#### 1. COMMUNICATIONS

Coordination of all communication should be the responsibility of the appropriate Dispatch Centers. The primary means of communication during an incident or potential incident will be through the use of the primary 800 MHz radio frequencies licensed to the various public emergency response agencies in Sacramento County. Notification and requests for assistance will be handled through each agencies appropriate dispatch centers.

### C. RESPONSIBILITY MATRIX

The following section details the roles and responsibilities of the Agencies that may respond to a hazardous materials incident. The descriptions below were

reviewed by each respective agency during the revision process and were current at the time this Area Plan revision was completed.

## LOCAL AGENCIES

1. Law Enforcement - The law enforcement agency having the investigative authority on the scene will become the IC and will have the duties of establishing the Command Post, traffic control, and providing security to the scene and the surrounding area. The IC will be responsible for coordinating the efforts of the various agencies which may be involved in the incident and will maintain contact with Emergency Dispatch.

- a. **SHERIFF'S DEPARTMENT**

Primary Responsibilities:

- (1) For incidents that occur off-highway, within the unincorporated area of Sacramento County, the Sheriff's Department will serve as IC.
- (2) The Sheriff's Department will provide pertinent informational data concerning the incident, when requested, to the State Office of Emergency Services, and the Sacramento County Emergency Operations Coordinator.
- (3) For incidents that occur upon a highway, or within incorporated limits of a city, the Sheriff's Department will assist the IC upon request.
- (4) The Sheriff's Department responsibility for an incident occurring off-highway in unincorporated areas of the County shall include but not necessarily be limited to:
  - (a) Overall incident management as per Section 2454 of the California Vehicle Code (CVC), including establishing the On-Scene Command Post, if the scope of the incident indicates a need.
  - (b) Notification of all public and private agencies concerned with the emergency. (Sheriff's Dispatch will assist in notification upon request.)
  - (c) Obtaining and relaying technical information.
  - (d) Coordinating all communication from the scene to all emergency responders.

- (e) Identification of hazardous materials from bills of lading, placards, or other papers.
- (f) Coordinate the rescue of injured persons and insuring that medical care is provided.
- (g) Coordinate spectator and traffic control.
- (h) Evacuation, if necessary.
- (i) Resolving role and authority conflicts when there is a disagreement between two or more emergency responders.
- (j) Handle media inquiries. All news releases concerning overall operations shall be made by the IC or his designated representative. The IC shall confer with allied agency supervisors regarding news releases or inquiries regarding their operations.
- (k) Provide the County Office of Emergency Operations with a copy of the final after action report.
- (l) Provide explosive ordinance disposal response when requested.

**After Hours Notification:** Sheriff Officer's are available on a 24-hour basis and may be contacted through their dispatch or by calling 911.

b. **DISTRICT ATTORNEY'S OFFICE – ENVIRONMENTAL PROSECUTION INVESTIGATION UNIT**

**Primary Responsibilities:**

- (1) The D.A. Investigator, although a law enforcement officer under Penal Code 830.1, will not assume primary first responder responsibilities nor assume Incident Command responsibilities, but will gather preliminary incident data for a civil and criminal prosecution assessment and advise the Environmental Prosecution Unit's Deputy District Attorney of the data.
- (2) The D.A. Investigator will respond to requests for assistance by calling fire dispatch, the Incident's Ranking Fire Official or the Incident Commander within any incorporated or unincorporated area of Sacramento County and assess the need for a response to the scene

based on the initial circumstances, which may indicate a need for a civil or criminal investigation. If the D.A. Investigator is not available at the time of the incident, contact may be made with the Deputy District Attorney assigned to the Environmental Crimes Unit through the Sacramento County Operator.

- (3) The D.A. Investigator will assist first responders on an advisory basis and as a liaison with law enforcement, other investigative and regulatory agencies on an as needed basis when the incident requires the need for those resources.
- (4) The D.A. Investigator will provide pertinent informational data concerning the incident, when requested, to the State Governor's Office of Emergency Services in the event no other law enforcement agency is present at the scene and no other responders have done so.
- (5) The D.A. Investigator will maintain Level "B" Personal Protective Equipment (PPE) training and equipment to perform "Hot Zone" entries in furtherance of his duties.
- (6) The D.A. Investigator's responsibility for an incident occurring in the incorporated or unincorporated areas of the County shall include but not necessarily be limited to:
  - (a) An initial assessment of the incident to consider whether a civil or criminal investigation would be appropriate from the District Attorney's Office perspective.
  - (b) Notification of public agencies through Fire or Sheriff's Communications to facilitate the response of necessary agencies when it is required to begin a civil or criminal investigation.
  - (c) Obtaining and relaying investigative information to the Environmental Prosecution Deputy District Attorney.
  - (d) Assist with evacuation or life saving measures, only if necessary, as this is the usual responsibility of the primary first responders.
  - (e) Assist law enforcement or other investigative agencies with the facilitation of search and arrest warrants, if necessary, and perform follow-up investigation on cases after the initial investigation

by a law enforcement, fire, investigative or regulatory agency has been facilitated.

**After Hours Notification:** The Environmental Crimes Criminal Investigator will be paged through fire dispatch for all Level II and Level III Incidents.

c. **MUNICIPAL (CITY POLICE DEPARTMENTS) - INCLUDING ALL INCORPORATED CITIES IN SACRAMENTO COUNTY**

Primary Responsibilities:

- (1) Upon a street, roadway or highway when the police department has primary traffic investigative authority (2454 CVC) and off-highway within the City, the Police Department shall serve as IC, except in the City of Sacramento.
- (2) Functional responsibilities include:
  - (a) Overall incident management as per 2464 CVC, including establishing an on-scene command post if the scope of the incident indicates a need.
  - (b) Notification in accordance with the Notification Sections and Responsibilities Chart in Appendix B.
  - (c) Obtaining and relaying technical information.
  - (d) Coordinating all communications from the scene to all emergency responders.
  - (e) Identification of hazardous materials from bills of lading, placards, papers, and other sources.
  - (f) Rescue of the injured and providing medical care.
  - (g) Removal of disabled vehicles.
  - (h) Spectator and short-term traffic control.
  - (i) Investigation.
  - (j) Resolving role and authority conflicts when there is a disagreement between two or more emergency responders.
  - (k) Handle press inquiries. All news releases concerning overall operations shall be made by the IC or his designated representative. The IC shall

confer with allied agency supervisors regarding news releases or inquiries regarding their operations.

- (l) Provide for a joint agency incident evaluation and critique as the scope of the incident warrants.

**After Hours Notification:** City Police Officer's may be contacted for response by contacting their dispatch or by calling 911.

- 2. **Fire Service** - The designated Fire Department official responding to the scene will become the Operations Chief and should utilize all available expertise and equipment for identification and containment of the incident.

- a. **FIRE SERVICES (ALL FIRE DEPARTMENTS/DISTRICTS WITHIN SACRAMENTO COUNTY)**

**Primary Responsibilities:** The primary functions may be different between Fire Districts/Departments due to the level of training of its personnel and the equipment available

- (1) Fire prevention, suppression, and prevention of explosions.
- (2) Provide extrications, rescue, and emergency first aid for victims. Primary responsibility for rendering or ensuring that medical care is transferred to other emergency medical personnel upon their arrival, when the other emergency medical personnel are the "more medically qualified licensed health care professionals," per California Health & Safety Code (H&SC) Section 1482.5.
- (3) Contain hazardous conditions within the limitations of the resources available.
- (4) Provide a Safety Officer and advise of proper safety procedures.
- (5) For all incidents occurring within the City of Sacramento (except on freeways), the Fire Department will serve as Incident Commander and will establish and maintain the Field Command Post.

**Secondary Responsibilities:**

- (1) Assisting the "most medically qualified licensed emergency health care professional" with first aid for the injured.
- (2) Identification of hazardous material.

- (a) Utilization of safety suits and self-contained breathing apparatus to enter the hazardous zone.
- (b) Obtain physical evidence to assist in identifying material, including bills of lading, invoice, placarding, and package labels.
- (3) Provide technical manuals to determine emergency procedures for specific types of hazardous materials.
- (4) Provide emergency lighting and generators.
- (5) Advise Incident Commander of feasibility of necessity to evacuate area.
- (6) Advise IC on safety of area for re-entry by civilian population.
- (7) Provide copy of incident report to County Emergency Operations Division.
- (8) Fire District personnel will conduct pre-incident site familiarization surveys.

b. **HAZARDOUS MATERIALS RESPONSE TEAM (HMRT)**

- (1) The HMRT may be requested by Fire Services in accordance with the Sacramento HMRT Mutual Aid Joint Powers Agreement (Appendix J).
- (2) The HMRT responds to all Level II and Level III incidents. Upon arrival the HMRT will immediately report to the Fire Department IC/Ops Chief and establish a Haz Mat Group, as identified in the Incident Command System. If applicable, the Fire Department Ops Chief shall regularly consult with the Law Enforcement IC responsible for overall scene management to insure appropriate coordination of all objectives and operations.

**After Hours Notification:** The fire department may be contacted for response through fire dispatch or by calling 911.

- 3. **Local Support Agencies** – The following agencies may be called upon for assistance during an incident at the request of the IC. Representatives from these agencies shall report to the command center to notify the IC of their arrival.

a. **ENVIRONMENTAL MANAGEMENT DEPARTMENT (EMD)**

EMD is authorized to take any preventative measure that may be necessary to protect and preserve the public from any health and/or environmental hazard.

EMD will respond at the request of the IC and will provide technical assistance to the IC. In the event of a spill involving hazardous materials which constitute an immediate threat to public health, EMD will work with the County Health Officer to initiate actions to declare a county health emergency. Appendix A provides guidelines for such a declaration. EMD will contact OES for spill notification during hazardous materials incidents if this has not already been done.

(1) **Hazardous Materials Division:**

Primary Responsibilities:

- (a) Provide advice and consult with the Incident Commander on public health and environmental issues during an incident.
- (b) Represent the County Health Officer during hazardous material incidents.
- (c) Supervise and approve the post-incident environmental clean-up when required.
- (d) Investigate, gather evidence, and write reports for environmental crimes cases.
- (e) Maintain and update the Sacramento County Area Plan.
- (f) As appropriate, may request the Sacramento Area HMRT to respond to an incident through the County Communications Center.
- (g) When necessary, may contact Cal/EPA to access State Emergency Reserve Account and/or notify the OES State Warning Center.
- (h) Receive notification and respond as necessary to after hours Environmental Health Division emergencies.

Secondary Responsibilities:

- (a) During large incidents, EMD personnel may act as the liaison between Unified Command and other responding agencies.

**After Hours Notification:** The EMD Hazardous Materials Incident Response Team is on call twenty-four hours a day and responds to all Level II and III incidents. They can be reached via pager through the County Communication Center.

(2) **Environmental Health (EH) Division**

Primary Responsibilities:

Environmental Health Division can provide advice, assistance and inspection in the following program areas:

- (a) Food protection, food safety, and food borne illness investigations for retail food facilities, including restaurants, markets, delis, coffee houses, bars, public and private schools, mobile food vendors, and temporary events;
- (b) Recreational Health including public pools, spas and public beaches;
- (c) Noise and noise level violations;
- (d) Farm Labor Camp inspections;
- (e) Detention Facility inspections;
- (f) Smoking Control including Tobacco Retailers and Environmental Tobacco Smoke; and
- (g) Tattoo & Body Art.

Secondary Responsibilities:

- (a) EH may assist the local health officer during investigations involving major food borne illnesses cases.

**After Hours Notification:** The Environmental Health Division does not assign personnel to be on-call after hours. The Hazardous Materials Incident Response Team member on-call will

be notified for a health related issue and will attempt to contact personnel who have volunteered to be available during an emergency.

(3) **Water Protection Division:**

The Water Protection Division can provide advice, assistance and inspection in the following program areas:

- (a) Public and private water systems and drinking water safety;
- (b) Cross connection control;
- (c) Reclaimed water; and
- (d) Septic Tanks, septic cleaners, and septic waste hauling.

**After Hours Notification:** The Water Protection Division does not assign personnel to be on call after hours. The Hazardous Materials Incident Response Team member on-call will be notified for a water protection related issue and will attempt to contact personnel who have volunteered to be available during an emergency.

b. **COUNTY COMMUNICATIONS CENTER**

The County Communications Center is part of an integrated statewide communications network with the capability to contact City, County, State, and Federal Emergency Service Personnel.

**Primary Responsibilities:**

- (1) The County Communications Center has an emergency notification system which provides the County with the capability of contacting designated local emergency officials twenty-four hours per day.
- (2) In the event of an emergency incident involving suspected hazardous materials, the County Communications Center will assist the Incident Commander in alerting local County officials by means of the County's telephone, radio, and pager systems.
- (3) EMD Haz Mat Incident Response Team will be notified via pager and fax when an OES Spill Report is received by the County Communications Office.

- (4) Sacramento County Communications Center has home numbers for all responsible employees.

**After Hours Notification:** County Operators provide assistance on a twenty-four hour basis and can be reached at (916) 875-6900.

c.

### **COUNTY EMERGENCY OPERATIONS OFFICE**

#### **Primary Responsibilities:**

- (1) The Sacramento County Emergency Operations Office has responsibility for overall emergency incident planning, Operational Area response coordination, emergency activation and management of the Emergency Operations Center within the County.
- (2) The Sacramento County Emergency Operations Office reviews the Sacramento County Emergency Operations Plan.
- (3) The Sacramento County Emergency Operations Office Alert Officer is on-call twenty-four hours per day and will respond to incidents upon request. The Alert Officer is to be notified of all Level III hazardous materials incidents, any incident that involves or may involve loss of life, significant property damage, or require care and shelter of the public for greater than 12 hours, and incidents that impact multiple jurisdictions or disciplines that are outside of the typical incidents responded to by the law, fire and other first response organizations. This notification shall be made through the County Operator.
- (4) The Sacramento County Emergency Operations Office will assist in notifying affected County agencies as necessary.
- (5) The Sacramento County Emergency Operations Office will request mutual aid resources needed for the response other than those that would normally be obtained through law, fire, or medical mutual aid systems.

**After Hours Notification:** The Alert Officer of the Emergency Operations Office is notified by the County Communications Center for all after hours incidents or request for information and assistance.

d. **SACRAMENTO COUNTY MUNICIPAL SERVICES AGENCY,  
DEPARTMENT OF TRANSPORTATION (SacDOT)**

The Sacramento County Board of Supervisors has delegated responsibility for responding to and mitigating hazardous material incidents occurring on a public right of way, within the unincorporated area of the County to the Municipal Services Agency, Department of Transportation (SacDOT). Some incorporated cities have contracted with SacDOT to assist in the clean-up of hazardous material incidents in their jurisdiction. SacDOT currently provides contracted Haz Mat service to the City of Rancho Cordova.

**Primary Responsibilities:**

- (1) SacDOT has authority under the Streets and Highways Code to remove or cause to be removed any “encroachment” on County maintained roadways or right of ways. Responsibility for removing a spilled cargo is thus implied.
- (2) SacDOT will respond to hazardous materials incidents within County roadway and storm drain systems, and on County controlled property such as County parks. It is not within the scope of SacDOT authority to mitigate all hazardous materials incidents, such as those occurring on private property, or on right-of-ways that have not been accepted by the County for maintenance.
- (3) SacDOT will provide barricades and other physical traffic control devices during long-term road closure or restriction.
- (4) SacDOT has twenty-four hour response capability and will use County resources or contracted services to isolate the area, deny entry to the public, and abate the hazard. For Level II and III incidents, SacDOT will participate as needed as part of a Unified Command System in order to classify unknown substances and implement the containment and removal of the material.
- (5) SacDOT personnel are not trained or equipped to enter areas that have the potential to be immediately dangerous to life or health. SacDOT employees are not equipped with air monitoring devices or self-contained breathing apparatuses, which precludes them from entering confined spaces and areas that may produce a respiratory hazard or possible oxygen deficient or explosive environment.

- (6) SacDOT will rely on the department that is responsible for the operation of the contaminated system or property to open service entrances, identify system routes, provide physical barriers to the spread of the incident, and mitigate any non-hazardous materials.
- (7) SacDOT reserves the right to demand immediate mitigation from the party(s) responsible for causing a hazardous materials incident. When possible, SacDOT will bill the responsible party(s) for any costs incurred by SacDOT.
- (8) SacDOT reserves the authority to close or restrict the use of a County highway to all traffic as per H&SC Section 942.5, and will provide traffic control as warranted.

**After Hours Notification:** SacDOT has twenty-four hour response capability and can be reached by contacting the County Communications Operator at (916) 875-6900.

e. **SACRAMENTO COUNTY MUNICIPAL SERVICES AGENCY, DEPARTMENT OF WATER QUALITY (DWQ)**

(1) **County Sanitation District 1 (CSD-1):**

- (a) Responsible for the operation and maintenance of local sanitary sewer collections system (mainlines, collector pipes, and pump stations), which include most unincorporated areas of Sacramento County, the cities of Elk Grove, Citrus Heights, and Rancho Cordova, and portions of the City of Sacramento and Folsom.
- (b) CSD-1 has 300 filled sand bags prepared to be used at any time.
- (c) CSD-1 has confined spaces personnel that are trained and are fully equipped for entry into the CSD-1 sewer collection system.

**After Hours Notification:** CSD-1 employees are available on a twenty-four hour basis and may be contacted via the County Communications Center at (916) 875-6900.

(2) **Sacramento Regional County Sanitation District (SRCSD):**

- (a) Responsible for the operation and maintenance for the County interceptor conveyance system (pipelines from 36-inch to up to 12 feet in diameter)

that conveys wastewater from CSD-1 and the cities of Sacramento, Folsom and West Sacramento, large sewage pump stations, and the Sacramento Regional Wastewater Treatment Plant (SRWTP) in Elk Grove. The SRWTP uses and stores significant amounts of chlorine and sulfur dioxide. Large amount of oxygen and digester gas (methane) are also found in this facility. The sewage pump stations use and store bioxide, sodium hypochlorite and diesel fuel.

- (b) SRCSD has personnel trained to respond to chlorine and sulfur dioxide leaks at the SRWTP.
- (c) SRCSD has personnel (SRWTP and Interceptors) that are trained and are fully equipped in confined space entry into SRCSD facilities.

**After Hours Notification:** SRCSD employees are available after hours and may be contacted by calling the SRWTP Plant Control Center at (916) 875-9400 or (916) 875-9406, or through the County Communications Center at (916) 875-6900.

(3) **Wastewater Source Control Section (WSCS)**

- (a) Responsible for assessment of pollutant loading to the SRWTP, by providing initial review of requests for the discharge of pollutants other than septage related to emergency incidents.
- (b) WSCS staff are on-call to respond to suspect or actual deleterious discharges to the CSD-1 and SRCSD collection systems or the SRWTP. Response actions may include “on-the-spot” sampling, site inspection, and enforcement action.

**After Hours Notification:** County Communications does not maintain a stand-by list for WSCS, however several managers are available on standby and can be contacted via an Emergency Contact List maintained by EMD.

e. **SACRAMENTO COUNTY MUNICIPAL SERVICES AGENCY, DEPARTMENT OF WATER RESOURCES (DWR)**

**Primary Responsibilities:**

- (1) Responsible for the protection, improvement, and guarantee of a safe water supply.

- (2) DWR personnel are available to render assistance in ensuring availability of a safe water supply from all DWR owned and operated facilities.
- (3) DWR requests notification of all incidents involving hazardous materials which affect or may affect any DWR owned and operated water supply facilities.

**After Hours Notification:** DWR employees are available after hours and may be contacted by calling the County Communications Center at (916) 875-6900.

g. **SACRAMENTO COUNTY MUNICIPAL SERVICES AGENCY  
DEPARTMENT OF WATER RESOURCES (DWR)  
STORMWATER QUALITY SECTION**

**Primary Responsibilities:**

- (1) Stormwater Quality staff is responsible for protecting the County storm water conveyance system and the waters of the state from any discharges that cause, or threaten to cause, a condition of pollution, contamination, or nuisance.
- (2) Stormwater Quality staff will conduct investigations and coordinate with appropriate agencies to determine the source and or responsible party in order to conduct administrative enforcement.
- (3) Stormwater Quality staff requests notification of all incidents involving hazardous materials which affect or may affect the stormwater conveyance system or waters of the state throughout Sacramento County.

**After Hours Notification:** DWR employees are available after hours and may be contacted by calling the County Communications Center at (916) 875-6900.

h. **AGRICULTURAL COMMISSIONER (AG. COM.)**

The county Agricultural Commissioner is responsible for enforcement of all state and federal regulations relating to the use of herbicides, insecticides, pesticides, and rodenticides. The county commissioner provides technical advice at the scene and may assist in cleanup as necessary.

**Primary Responsibilities:**

- (1) The Agricultural Commissioner has general responsibility to provide for proper and safe pesticide use while protecting employees that handle pesticides, the public,

and the environment from potential adverse effects due to pesticides.

- (2) The Agricultural Commissioner will provide technical assistance on pesticide-related incidents.
- (3) The Agricultural Commissioner will assist in identification of unknown substances suspected of being pesticides.
- (4) The Agricultural Commissioner will investigate and prosecute cases involving violation of law pertaining to the use of pesticides.
- (5) The Agricultural Commissioner has access to the "California Department of Pesticide Regulation" for medical consultants and toxicologists, and to the Pesticide Analysis Laboratory and will provide information on general levels of toxicity, pesticide manufacturer's label reference library, and pesticide computer registration for specific identifications information.
- (6) The Agricultural Commissioner shall be notified of a release of a pesticide (i.e. chlorine) in order to conduct an accident investigation into the release.
- (7) The Agricultural Commissioner shall implement and follow minimum standard protocols for responding to pesticide drift emergencies. At the time of the revision of this Area Plan, the regulations regarding these standards are in the process of being amended by the Governor's Office of Emergency Services. The protocols will be incorporated into this Area Plan once approved.

**After Hours Notification:** The County Ag Dept. does not assign personnel to be on-call after business hours, however phone numbers of key Ag Dept. management personnel are available on the emergency contact list updated and maintained by EMD in the event an incident requires Ag support.

i. **SACRAMENTO COUNTY PUBLIC HEALTH**

The Health Officer or designee must be notified by the responding agency of human exposure to any toxic chemical (including pesticides) infectious agent, or radiation resulting from a release of material into the environment. The release may be accidental or may be the result of a deliberate act. Depending on the incident, the role of Public Health may include:

- (1) Declaration of a local health emergency by the Health Officer whenever a release of a hazardous material has occurred and when in the Health Officer's judgment such a release constitutes an immediate threat to the public health.
- (2) Declaration that it is safe to reoccupy the incident area as part of the recovery operation.
- (3) Coordination with law enforcement (FBI and local enforcement) for the investigation of human disease if it appears that biological, chemical, or radioactive agents may have been used for purposes of terrorism or with other criminal intent.
- (4) Coordination with the Sacramento Public Health Laboratory for the testing and processing of human and environmental specimens as indicated.
- (5) Coordination of Emergency Medical Services that may be required.
- (6) Monitoring public health effects as indicated.

The Health Officer has delegated authority to the Director of Environmental Health to carry out Public Health activities that are specific to the field of environmental health, including investigation and remediation of hazardous material and food safety concerns. The Director of Environmental Management (or designee) confers with the Health Officer (or designee) as necessary to assure that their combined efforts address the overall public health priorities defined by the Health Officer.

The Health Officer or designee must be notified of instances of possible bioterrorism. In most cases, hazardous materials incident response specialists will identify such situations when responding to the scene where a suspicious substance has been received and determined by law enforcement to represent a potential threat warranting further investigation. The role of the Health Officer includes:

- (1) Development and maintenance of protocols delineating the role of public health in responding to incidents of possible terrorist release of hazardous substances.
- (2) Coordination with Environmental Management Incident Response Personnel, law enforcement (generally the Federal Bureau of Investigations as the lead federal investigative agency responding to terrorism), and other

responders on the scene to facilitate laboratory testing of evidence and management of exposed persons.

- (3) Provision of Public Health laboratory services using appropriate chain-of-custody procedures and testing protocols, including those established under the Laboratory Response Network of the Centers for Disease Control.
- (4) Notification of potentially exposed persons of the laboratory test results to the extent necessary to provide reassurance or recommend protective medical interventions to prevent illness that might result from the exposure.

The Health Officer provides authorization for re-occupancy of facilities or other areas that have been evacuated as the result of an official action of an emergency response or other authorized agency, the Environmental Management Department, or following an order of the Health Officer pursuant to Penal Code section 409.5.

- (1) The Environmental Management Department Hazardous Materials Division has delegated authority to authorize re-occupancy on behalf of the Health Officer under circumstances where training and testing capabilities lead to a clear determination of the hazardous substance, correction of the problem that resulted in the evacuation, and determination that the substance no longer constitutes a danger.
- (2) Prior to a re-occupancy decision, the Health Officer must be consulted under circumstances in which the potential hazard is not clearly identified and/or when the evacuated site cannot be declared safe for occupancy without further action. In this case, the Environmental Management Department and Health Officer will develop a plan as necessary to (a) perform additional environmental testing, and (b) undertake decontamination measures to render the premises safe. Additional agencies such as the Environmental Protection Agency will be engaged when necessary.
- (3) In situations where a business owner or private citizen initiates an evacuation out of concern for a possible hazardous substance that is *not* substantiated by hazardous materials specialists or the Public Health Officer, re-occupancy does not require authorization by the Health Officer. The party responsible for the facility may use discretion in re-occupying the facility and may choose

to engage the assistance of a private industrial hygienist in making that decision.

**After Hours Notification:** The County Health Officer (or designee) is available on a twenty-four hour basis and may be contacted via pager through the County Communications Office at (916) 875-6900.

j. **SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT (SMAQMD)**

SMAQMD and the regional Air Quality Management District (AQMD) are responsible for the control of air pollution from stationary sources.

**Primary Responsibilities:**

- (1) The SMAQMD is responsible for protecting air quality in the County of Sacramento.
- (2) The SMAQMD should be notified of any incident which releases air pollutants into the atmosphere.
- (3) The SMAQMD can assist in the investigation of incidents to determine if any federal, state, or local air quality regulations have been violated.

**After Hours Notification:** Management staff at SMAQMD are available after hours and may be contacted via pager through the County Communications Office (916) 875-6900.

**STATE AGENCIES**

a. **CALIFORNIA HIGHWAY PATROL (CHP)**

The California Highway Patrol (CHP) functions as the Incident Commander or part of the Unified Command for hazardous materials incidents that occur on all state freeways and state buildings and grounds, even if located within political boundaries of a city.

**Primary Responsibilities:**

- (1) Upon a highway within Sacramento County (excluding incorporated cities) and on all freeways, CHP will serve as Incident Commander and statewide information, assistance, and notification coordinator.

- (2) Upon a highway, outside of CHP area of responsibility (upon City streets, etc.), CHP will serve as a statewide information assistance and notification coordinator.
- (3) CHP will assume responsibilities as State Agency Coordinator (SAC) at incidents on all highways within the County.
- (4) CHP will provide assistance and support as requested at all non-highway incidents.
- (5) At an on-terminal (loading, unloading or temporary storage) incident, the CHP Motor Carrier Safety Regulations Unit may seek prosecution for violations. The CHP will not assume responsibility for scene management.
- (6) The CHP's functional responsibilities for on-highway hazardous materials incidents within a CHP area of responsibility shall include but not necessarily be limited to:
  - (a) Overall Incident management as per 2454 CVC, including establishing the On-Scene Command Post, if the scope of the incident indicates a need.
  - (b) Statewide information, assistance and notification duties.
  - (c) Notification of agencies in accordance with the "Hazardous Material Incident Notification Diagram" outlined in Appendix B.
  - (d) Obtaining and relaying technical information.
  - (e) Coordinating all communications from the scene to all emergency responders.
  - (f) Identification of hazardous materials from bill of lading, placards, papers, or other sources.
  - (g) Rescue of the injured, and providing medical care.
  - (h) Removal of disabled vehicles.
  - (i) Spectator and short-term traffic control.
  - (j) Investigation.
  - (k) Resolving role and authority conflicts when there is a disagreement between two or more emergency responders.

- (l) Handle media inquiries. All news releases concerning overall operations shall be made by the Incident Commander or his designated representative. The Incident Commander shall confer with allied agency supervisors regarding news release or inquiries regarding their operations.
- (m) Provide for a joint agency incident evaluation and critique as the scope of the incident warrants.

**After Hours Notification:** CHP officers are available on a twenty-four basis and may be contacted by calling 911.

b. **GOVERNOR'S OFFICE OF EMERGENCY SERVICES (OES)**

The Governor's Office of Emergency Services is responsible for general planning, notification and coordination of State agencies mutual aid response to hazardous material incidents.

**Primary Responsibilities:**

- (1) Updates and maintains that State of California Hazardous Material Incident Contingency Plan, with technical inputs from the State Interagency Advisory Committees.
- (2) Provides guidance on the emergency response system within which CHP takes responsibility for incidents on highways within CHP jurisdiction.
- (3) Coordinates with CHP to notify or alert the State and Federal agencies regarding an incident.
- (4) Provides training assistance in local jurisdictions including preparation and distribution of special notices concerning unusual incidents or response techniques.
- (5) Coordinates public information and press releases with local, State and Federal agencies.
- (6) Coordinates State Mutual Aid.

**Secondary Responsibilities:**

- (1) In cases where radioactive material is involved, OES when requested by the State Department of Health Services will:

- (a) Assist in coordinating State radiological monitoring of areas, personnel and equipment in support of County authority.
- (b) Assist in assessing the radiological situation.
- (c) Operate the California State Warning Center (located at State OES).
- (d) Provide dosimeters and portable radiation detection equipment to State and local agencies which have emergency response assignments.
- (e) During major incidents, the OES will furnish such communication facilities as mutually determined by the Department of Health Services, OES representative, and the State Agency Coordinator.

**After Hours Notification:** OES maintains a twenty-four hour spill notification hotline which receives and notifies the appropriate agencies of all reported hazardous materials incidents. During a hazardous materials emergency, state agencies may be contacted after hours by calling the California State Warning Center at (800) 852-7550.

c. **CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)**

The California Department of Transportation (Caltrans) is responsible for planning, designing, constructing, operating, and maintaining the state highway system. In coordination with other response agencies they ensure proper cleanup and restoration of the highway within its rights-of-way. Caltrans is responsible to determine the degree and type of maintenance required to restore the flow of traffic while protecting the health, safety, convenience, and welfare of the general public.

The cleanup of contamination or repair of damaged property outside the state right-of-way, even if the incident commences from within the rights-of-way, is not legally or financially the responsibility of Caltrans. Within the state highway right-of-way, Caltrans will perform the following:

**Primary Responsibilities:**

- (1) During hazardous materials incidents upon State highways, Caltrans may contain, remove or authorize a private company to contain or remove all materials spilled on the highway under the authority of H&S Code Section 91 and CVC Section 23113.

- (2) Caltrans is empowered to direct the method of abatement of the hazardous materials.
- (3) Caltrans may close a State highway to all traffic as authorized by H&S Code Section 124. Caltrans will assist CHP in traffic control and routing requirements and provide long-term traffic control as per the Joint Operational Policy State dated July 30, 1971 (Highway Patrol G.O. 100.43m Annex A).
- (4) Caltrans will assist and may utilize the services of emergency response contractors to aid in identification and clean-up of any spilled substances that are on state property only. The party responsible for the spill is liable for the removal and/or clean-up of any spilled substance that migrates from state property to private property.

**After Hours Notification:** Caltrans has twenty-four hour response capability and all necessary equipment for road repair and/or maintenance. Caltrans personnel may be contacted via the Caltrans dispatch operator.

d. **STATE WATER RESOURCES CONTROL BOARD (SWRCB)**

The primary responsibility of the State Water Resources Control Board (SWRCB) is to protect the state's surface, coastal, and ground water resources. This involves a proactive role in providing technical assistance to the Liaison Officer and the State Department of Toxic Substances Control in evaluating the potential impact of hazardous materials spills to water resources.

**Primary Responsibilities:**

- (1) Provide expert advice concerning the potential impact of a hazardous material incident on water resources, including the nature of potential effects and expected timing.
- (2) Conduct water sampling, monitoring, analysis and assessment activities to assist in the evaluation or mitigation of the problem.
- (3) Designate areas for disposal on contaminated oil or hazardous debris removed during clean-up of a spill.
- (4) Advise the State Agency Coordinator of critical water uses in the area that might be affected by the spill so that countermeasures can be implemented.

- (5) Assist the Department of Health Service in advising critical water users of the situation.
- (6) Utilizing statutory and regulatory authority to effect clean-up impose cease and desist or abatement order; release available funding for appropriate activities, assess fines and press for recovery of costs abatement, mitigation, or contract clean-up.

**After Hours Notification:** During a hazardous materials emergency, SWRCB may be contacted after hours by calling the California State Warning Center at (800) 852-7550.

e. **CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR)**

The Department of Water Resources (DWR) has primary responsibility to protect the operation and water quality of the State Water Project from pollutants. This includes providing water of a quality that can be used for agricultural, recreational, municipal, and industrial purposes.

**Primary Responsibilities:**

If the system is, or is likely to be, affected by a hazardous material incident, the DWR will:

- (1) Investigate necessary corrective actions to mitigate any incident affecting the project.
- (2) Provide access routes to the project and a list of protection priorities to mitigate the spread of any pollutant affecting the project.

f. **CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR), DIVISION OF OCCUPATIONAL SAFETY & HEALTH)**

**Primary Responsibilities:** The primary responsibility of the Division of Occupational Safety & Health Administration (CalOSHA) is to prevent and regulate occupational exposures and injuries in the workplace.

**Secondary Responsibilities:** DIR has responsibilities for accidents at industrial sites in which workers are killed or injured and will respond to hazardous material incidents with industrial site origins. The DIR will:

- (1) Assist the Incident Commander in evaluating the health hazards of toxic materials at incidents involving industrial sites.

- (2) Recommend personnel protective measures for use by response personnel cleaning up an incident.
- (3) Provide radiological monitoring and assessment when requested by Radiological Health Services.

**After Hours Notification:** During a hazardous materials emergency, DIR may be contacted after hours by calling the California State Warning Center at (800) 852-7550.

g. **CALIFORNIA DEPARTMENT OF FISH AND GAME (DFG)**

The California Department of Fish and Game (DFG) has public trust responsibility for the state's fish, wildlife, and their habitat. The mission of DFG is to preserve, protect, and enhance the state's living natural resources and the habitat on which these resources depend.

**Primary Responsibilities:**

- (1) DFG is tasked with enforcement of State law relating to protection of fish and game, their habitat and other natural resources.
- (2) DFG shall be notified of any incident which may contaminate any waterway with substances or materials that are deleterious to fish, plant or bird life.
- (3) DFG can provide recommendations to minimize injury to wildlife and their habitat from hazardous material incidents and subsequent clean-up efforts.
- (4) DFG will supervise and approve clean-up of incidents affecting the fish and wildlife reserves.
- (5) DFG will function as State agency coordinator for off-highway hazardous material incidents and oil spills.
- (6) In the event of an oil spill into marine waters, DFG will activate the State's Oil Spill Contingency Plan.

**After Hours Notification:** DFG personnel are available on a twenty-four hour basis and may be contacted through the California State Warning Center or by contacting the DFG dispatch operator.

h. **CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION (DPR)**

The Department of Pesticide Regulation (DPR), under Cal/EPA, is the designated state agency responsible for regulating the registration, sale, and use of agricultural chemicals (including pesticides, fertilizers, and livestock drugs) prior to entering the waste stream. DPR has no regulatory responsibility during hazardous materials emergencies. DPR and the County Agricultural Commissioner have the responsibility to investigate any complaint or incident concerning pesticide exposure and may take regulatory and enforcement action.

The Department has legal authority to abate (through cease and desist orders) any situation involving pesticides which pose an immediate hazard to the public or the environment. The department is notified through the Sacramento County Agricultural Commissioner for all incidents involving pesticides or potential contamination of agricultural products.

**Primary Responsibilities:**

- (1) Upon request from the Agricultural Commission, provide technical assistance on pesticide related incidents.
- (2) Advise State and local authorities of the agricultural aspects related to contaminated farm lands, feed, farm animals, etc. Develop, with the assistance of the County Agricultural Commission, lists of dairies, stock ranches and farms that may require monitoring or sampling following a release of hazardous materials.
- (3) Support actions required to reduce contamination of agricultural animals and products. Included are activities relating to sampling of food and fodder in coordination with the State Department of Health Services.
- (4) Assist the Sacramento County Agricultural Commissioner in quarantining contaminated food and fodder.
- (5) Provide technical assistance and information to farmers concerning the impact of environmental contamination of farm products.
- (6) Monitor environmental contamination of farm properties in support of Department of Health Services and local authority.

**After Hours Notification:** During a hazardous materials emergency, DPR may be contacted after hours by calling the California State Warning Center at (800) 852-7550.

i. **CALIFORNIA DEPARTMENT OF HEALTH SERVICES,  
RADIOLOGICAL HEALTH BRANCH (RHB)**

The CDHS Radiological Health Branch (RHB) has statutory responsibility to regulate the use of radioactive materials through licensing and compliance programs. The RHB has responsibility for licensing and control of all radioactive material in California, excluding nuclear power, Department of Defense materials and Federal Department of Energy sponsored activities.

**Primary Responsibilities:**

- (1) Be responsible for monitoring the radioactive environment, personnel and equipment in support of local authority.
- (2) Provide for laboratory analysis of air, water, food and fodder samples taken by State and local authority.
- (3) Establish and direct measures to mitigate the radiological impact on the public (the Department of Food and Agriculture and the Sacramento County Agricultural Commissioner may assist in the prevention of the consumption of unacceptable contaminated food and fodder).
- (4) Establish human exposure criteria and assess the public health impact of radiation levels.
- (5) Recommend measures or limit the spread of radioactive contamination.
- (6) Direct and assist local Emergency Response personnel in defining and establishing contaminated areas.
- (7) Identify laboratories capable of providing radiological support.
- (8) Direct and assist in collection of ingestion pathway samples.
- (9) Establish procedures and recommendations for use of substances to prevent or reduce the effects of contamination.
- (10) Participate in local emergency response training programs.

- (11) Request Federal Department of Energy radiological assistance when deemed necessary.

**After Hours Notification:** During a hazardous materials emergency, state agencies may be contacted after hours by calling the California State Warning Center at (800) 852-7550.

j. **CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC)**

The Department of Toxic Substances Control (DTSC) is the primary lead for the handling, storage, treatment, and disposal of hazardous wastes. In addition, it coordinates emergency funding for off-highway emergency response incidents, clandestine drug lab cleanups (including abandoned hazardous wastes resulting from these labs), and oversees the cleanup of sites contaminated with hazardous substances.

**Primary Responsibilities:**

- (1) Respond to incidents involving facilities or activities, where the division has permitting or enforcement responsibilities to ensure compliance with regulations.
- (2) Assess and provide financial support for emergency response and clandestine drug lab, pre-incident needs in the form of equipment, training, and general preparedness.
- (3) Evaluate and fund requests for financial assistance for off-highway emergency response incidents and clandestine drug lab clean-ups, if funding criteria are met.
- (4) Issue emergency Environmental Protection Agency (EPA) identification numbers for non-responsible party incidents or clandestine drug lab clean-ups where funding has been approved.
- (5) Provide or facilitate access to technical advice regarding the safe handling or suitable disposal of toxic materials and alternative funding sources, if appropriate.

**After Hours Notification:** The Duty Officer for Emergency Response Personnel can be contacted after hours by calling (800) 852-7550

k. **CALIFORNIA AIR RESOURCES BOARD (ARB)**

The Air Resources Board is mandated to protect and enhance the ambient air quality of the state. The ARB fulfills this responsibility through local and regional air pollution control authorities.

The ARB can assist first responders during the release of toxic industrial chemicals or fires that may impact nearby communities. The Board conducts assessments in communities beyond the hot zone to supplement local Hazmat team's efforts near the incident.

Primary Responsibilities:

The ARB has the following capabilities that can be called upon at the request of local governments:

- (1) Plume modeling of the event using either direct the application of in house models, or in conjunction with Lawrence Livermore Labs.
- (2) Meteorological assessments including deployment of meteorological instrumentation if needed to facilitate plume modeling.
- (3) Emissions characterization.
- (4) Air monitoring including air toxics using a trailer assets and/or portable detectors.
- 5) Analytical laboratory capability to analyze air samples.
- (6) On-site communications center to coordinate ARB efforts with Incident Command.

After Hours Notification: If assistance is required the Sacramento Air Quality Management Department (SMAQMD) has the ability to contact ARB personnel after hours.

**FEDERAL AGENCIES**

a. **DEPARTMENT OF DEFENSE (DOD)**

Primary Responsibilities: The Department of Defense (DOD) will provide assistance in investigations to evaluate the magnitude and severity of discharges or releases on or adjacent to resources under the jurisdiction of DOD. The DOD also documents damage to natural resources under their management authority. DOD will provide a Federal On-Scene Coordinator (FOSC) for releases of hazardous substances, pollutants, or contaminants from DOD facilities and vessels. USEPA or USCG will act as FOSC for oil discharges from DOD facilities or vessels.

Secondary Responsibilities: Assistance from the DOD may be available for very large, slow-developing hazardous material incidents if a State of Emergency has been declared. To the

extent that military capabilities are not compromised, as directed by the Governor, the DOD will:

- (1) Assist in the evaluation of the threatened areas.
- (2) Provide assistance to civil law enforcement operations, including access control of restricted or evacuated areas.
- (3) Assist in caring for people from evacuated areas by:
  - (a) Providing and operating field kitchens or field operations as available.
  - (b) Providing shelter and feeding at available Military Department facilities.
  - (c) Providing assistance to American National Red Cross (ANRC) and local welfare agencies.
- (4) Provide medical assistance;
- (5) Assist in the clearance of rubble and debris;
- (6) Provide assistance in communications;
- (7) Provide air and surface transportation of authorized personnel, equipment and supplies. Assist in the distribution of equipment and supplies;
- (8) Provide technical advice and resources for handling and disposing of explosives.

**After Hours Notification:** If the IC determines the need for federal assistance during a hazardous materials emergency, the required agency can be contacted by calling the National Response Center (NRC) at (800) 424-8802.

b. **FEDERAL BUREAU OF INVESTIGATIONS (FBI)**

- (1) Assume the lead Federal agency in Crisis Management and assigned with the primary responsibility to respond to terrorism threats or incidents.
- (2) Provide assistance with designated and specialized response units in the areas of sampling, detection, and identification of the nuclear, biological, and chemical agents. Certain response units are also equipped with a variety of personal protective equipment (Level A-C) and rescue apparatus.

- (3) Provide other specialized units responsible for crime scene documentation and evidence collection in support of the criminal investigations, intelligence collection and analysis, and critical incident response group to conduct tactical and crisis management efforts.

**After Hours Notification:** If the IC determines the need for federal assistance during a hazardous materials emergency, the required agency can be contacted by calling the National Response Center (NRC) at (800) 424-8802

c. **FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**

**Primary Responsibilities:** The Federal Emergency Management Agency (FEMA), under the Department of Homeland Security (DHS) is the federal lead for the management of Presidentially declared disasters and coordinates with other Federal agencies for disaster response and recovery activities. Administer the Federal Disaster Assistance Program. Currently, the Federal Response Plan (FRP) provides the mechanism for coordinating delivery of federal assistance and resources to augment efforts of state and local governments overwhelmed by a major disaster or emergency.

The FRP includes Emergency Support Function (ESF) #10, Hazardous Materials (Primary Agency USEPA), which provides federal support to state and local governments in response to an actual or potential discharge and/or release of hazardous materials following a major disaster or emergency. As an element of the FRP, SFT #10 may be activated under one of the following conditions:

- (1) In response to a disaster for which the President (through FEMA) determines that federal assistance is required to supplement the response efforts of the affected State and local government, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act; or
- (2) In anticipation of a major disaster or emergency that is expected to result in a declaration under the Stafford Act.
- (3) After a Presidential Declaration of Emergency, FEMA will also:
  - (a) Coordinate all disaster relief assistance.
  - (b) Provide technical or advisory assistance.
  - (c) Remove debris.

- (d) Provide temporary housing assistance.
  - (e) Assist with the distribution of supplies.
  - (f) Provide general assistance.
- (4) Provide hazardous materials and related training through the National Emergency Training Center's resident and non-resident programs, and through its administration of SARA Title III training grant contracts with the state.

**After Hours Notification:** If the IC determines the need for federal assistance during a hazardous materials emergency, the required agency can be contacted by calling the National Response Center (NRC) at (800) 424-8802.

**VOLUNTEER AGENCIES**

a. **AMERICAN RED CROSS**

The American Red Cross provides relief for persons affected by disasters including providing food, clothing, and lodging; supplemental medical and nursing assistance, various family services, and rehabilitation. During disasters, the Red Cross operates independently of, but coordinates with, local government.

The American Red Cross is a humanitarian organization, led by volunteers, that provides relief to victims of disasters and helps people prevent, prepare for, and respond to emergencies. It does this through services that are consistent with its congressional charter and the fundamental principles of the International Red Cross movement. American Red Cross Services Provide:

**Primary Responsibilities:**

- (1) Direct assistance to individuals and families in meeting crises and emergencies.
  - (a.) Provide shelter and care to citizens forced to evacuate homes.
  - (b) Provide licensed nurses and mental health workers to meet immediate needs.
- (2) Provide on-site feeding to disaster workers engaged in the abatement of the hazardous materials incident.
- (3) Instruction to promote health and safety.

- (4) An organizational structure through which people can help one another locally, nationally, and internationally.
- (5) Provide the services of our Emergency Communications Response Vehicle. This vehicle provides service and data via satellite in the form of 10 IP wireless phones and 6 wireless laptop computers. The vehicle also has an auxiliary AC generator of 8,500 watts and a cooling capacity to run up to 48-hours without refueling. In addition, it has interagency operable capabilities.

**After Hours Notification:** The local Red Cross office is typically contacted by Fire Dispatch and does have personnel available to respond after hours if required.

## **CHAPTER 5: TRAINING** (H&SC Title 19 § 2725)

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### **A. TRAINING RESPONSE PERSONNEL TO RESPOND TO A RELEASE OR THREATENED RELEASE OF HAZARDOUS MATERIAL**

#### 1. Training Requirements for Local Hazardous Material Response Agencies

According to federal (CFR Title 29, Section 1910.120) and state (CCR Title 8, Section 5192) regulations, there are five levels of “employees who participate, or are expected to participate, in emergency response...” These are minimum levels of training and should be considered the basis for all responders. Training should be based on the hazards that are expected to be encountered, and higher degrees of initial and continuing training are recommended.

Hazardous material emergency response training may be accomplished through various methods including, but not limited to classroom training, field exercises, and incident critiques. Pursuant to standards set by Cal/OSHA (CCR Title 8, Section 5192) employees who are responsible for responding to hazardous material emergency situations that may expose them to hazardous substances must be trained in how to respond to expected emergencies. For further guidance regarding additional training needs and frequency of training, see CCR Title 8, Section 5192. The intent of this Area Plan is to identify the minimum training requirements as set forth in the regulations. Each agency is responsible for documenting and tracking the training of their employees according to internal policies and procedures.

Activities required when responding to incidents can be divided into five broad, interacting elements:

- a. Recognition: Identification of the substance involved and the characteristics which determine its degree of hazard.
- b. Evaluation: Impact or risk the substances pose to public health and the environment.
- c. Control: Methods to eliminate or reduce the impact of the incident.
- d. Information: Knowledge acquired concerning the conditions or circumstances particular to an incident.
- e. Safety: Protection of responders from harm or risk.

There are five levels of training that must be provided to emergency response staff potentially exposed to hazardous materials.

2. The Five Levels of Training are Identified as Follows:

a. Level 1: First Responder (Awareness Level)

First responders at the awareness level are individuals who are likely to witness or discover a hazardous substance release and who have been trained to initiate an emergency response sequence by notifying the authorities of the release. First responders at the awareness level shall have sufficient training or shall have had sufficient experience to objectively demonstrate competency in the following areas:

- (1) An understanding of what hazardous materials are and the risks associated with them in an incident;
- (2) An understanding of the potential outcomes associated with an emergency created when hazardous materials are present;
- (3) The ability to recognize the presence of hazardous materials in an emergency;
- (4) The ability to identify the hazardous materials, if possible;
- (5) An understanding of the role of the first responder awareness level individual in the employer's emergency response plan, including site security and control, and the U.S. Department of Transportation's Emergency Response Guidebook; and
- (6) The ability to realize the need for additional resources, and to make appropriate notifications to the communication center.

b. Level 2: First Responder (Operations Level)

First responders at the operations level are individuals who respond to releases or potential releases of hazardous substances as part of the initial response to the site for the purpose of protecting nearby persons, property, or the environment from the effects of the release. They are trained to respond in a defensive fashion without actually trying to stop the release. Their function is to contain the release from a safe distance, keep it from spreading, and prevent exposures. First responders at the operational level shall have received at least eight hours of training or have had sufficient experience to objectively demonstrate competency in the following areas, in

addition to those listed for the awareness level, and the employer shall so certify:

- (1) Knowledge of the basic hazard and risk assessment techniques.
- (2) Know how to select and use proper PPE provided to the first responder operational level.
- (3) An understanding of basic hazardous materials terms.
- (4) Know how to perform basic control, containment, and/or confinement operations and rescue injured or contaminated persons within the capabilities of the resources and PPE available with their unit.
- (5) Know how to implement basic equipment, victim, and rescue personnel decontamination procedures.
- (6) An understanding of the relevant standard operating procedures and termination procedures.

c. Level 3: Hazardous Materials Technicians

Hazardous Materials Technicians are individuals who respond to releases or potential releases for the purpose of stopping the release. They assume a more aggressive role than a first responder at the operations level in that they will approach the point of release to plug, patch, or otherwise stop the release of a hazardous substance. Hazardous materials technicians shall have received at least 24 hours of training equal to the first responder operations level and, in addition, have competency in the following areas, and the employer shall so certify:

- (1) Knowledge of how to implement the employer's emergency response plan;
- (2) Knowledge of the classification, identification, and verification of known and unknown materials by using field survey instruments and equipment;
- (3) Ability to function within an assigned role in ICS;
- (4) Knowledge of how to select and use proper specialized chemical personal protective equipment provided to the hazardous materials technician;
- (5) Understanding of hazard and risk assessment techniques;

- (6) Ability to perform advance control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available with the unit;
- (7) Understanding and the ability to implement decontamination procedures;
- (8) Understanding of termination procedures; and
- (9) An understanding of basic chemical and toxicological terminology and behavior.

d. Level 4: Hazardous Materials Specialist

Hazardous Materials Specialists are individuals who respond with, and provide support to, hazardous materials technicians. Their duties parallel those of the hazardous materials technician. However, their duties require a more directed or specific knowledge of the various substances they may be called upon to contain. The hazardous materials specialist would also act as the site liaison with federal, state, local, and other government authorities in regard to site activities. Hazardous Materials Specialists shall have received at least 24 hours of training equal to the Technician level and, in addition, have competency in the following areas, and the employer shall so certify:

- (1) Knowledge of how to implement the local emergency response plan;
- (2) Understanding of the classification, identification, and verification of known and unknown materials by using advanced survey instruments and equipment;
- (3) Knowledge of the State Emergency Plan;
- (4) Ability to select and use proper specialized chemical personal protective equipment provided to the hazardous materials specialist;
- (5) Understanding of in-depth hazard and risk techniques;
- (6) Ability to perform specialized control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available;
- (7) Ability to determine and implement decontamination procedures;
- (8) Ability to develop a site safety and control plan; and

- (9) Understanding of chemical, radiological, and toxicological terminology and behavior.

e. Level 5: On-Scene Incident Commander

Incident Commanders who will assume control of the incident scene beyond the first responder awareness level will receive at least 24 hours of training equal to the Level 2: first responder (operations level) and, in addition, have competency in the following areas (and the employer will so certify):

- (1) Know and be able to implement the employer's ICS;
- (2) Know how to implement the employer's emergency response plan;
- (3) Knowledge of the state emergency response plan and of the Federal Regional Response Team;
- (4) Know how to implement the local emergency response plan;
- (5) Know and understand the hazards and risks associated with employees working in chemical protective clothing; and
- (6) Know and understand the importance of decontamination procedures.

**B. TRAINING DOCUMENTATION**

State law (CCR Title 8, Section 5192,) requires documentation for hazardous materials response training. Each agency will be responsible for maintaining the documentation on employee hazardous materials training. Each agency's training officer is responsible for the maintenance and completeness of these training files. A training log should be maintained listing each employees annual refresher due date.

**C. JOINT FIELD OR TABLE TOP TRAINING EXERCISES**

Region IV LEPC receives Federal Grant money to conduct this training.

The County Emergency Operations Office is responsible for emergency management training and exercise. The County Emergency Operations Office is to be notified of anticipated training and exercises being planned within the county. The Emergency Operations Office will coordinate and involve supporting agencies as needed to support the training or exercise. The Emergency Operations Office will be provided a copy of the "After Action Report" to

document the Exercise. As part of that responsibility, the County Emergency Operations Office participates in the grant distribution for our Operational Area.

**CHAPTER 6: PUBLIC SAFETY AND INFORMATION**  
(Title 19 CCR § 2726)

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**A. SITE PERIMETER SECURITY AND SAFETY DURING A RELEASE OR THREATENED RELEASE**

1. Law Enforcement:

Law enforcement includes CHP, the County Sheriff's Department and Police Departments from the cities of Sacramento, Citrus Heights, Elk Grove, Rancho Cordova, Folsom, and Galt. The authority for the management of the scene of an on-highway spill or disaster is vested in the appropriate law enforcement agency having primary traffic investigative authority on the highway where the spill occurs.

With the exception of the City of Sacramento, the law enforcement agency with jurisdictional authority is typically the IC during a hazardous materials incident, and the local fire department assumes the role of operations manager. The IC has the duties of establishing the Command Post, traffic control, and providing security to the scene and surrounding area. When necessary the IC will be responsible for instructing the PIO to execute the evacuation notification and the re-entry notification. The IC is responsible for coordinating the efforts of the various agencies which may be involved in the incident.

**B. INFORMING BUSINESS PERSONNEL AND THE AFFECTED PUBLIC OF SAFETY PROCEDURES TO FOLLOW DURING A RELEASE OR THREATENED RELEASE**

1. General:

Informing business personnel and the affected public of safety precautions, and/or evacuation procedures to follow during a release or threatened release of a hazardous material, shall be the responsibility of the Sacramento County Sheriff's Department for unincorporated areas and local police departments within the incorporated cities. At the request of the IC assistance shall be provided from other appropriate local response agencies. The following procedures should be followed to ensure that adequate and accurate information is disseminated to the general public in a timely manner:

- a. Unless otherwise stated, the central point for the release of information to the public concerning safety procedures and/or evacuation warnings during a hazardous material incident will be the IC or his/her designated representative at a location well away from the incident.

- b. Where it appears that evacuation of the public from a hazardous material incident is imminent, the following should be considered as a minimum:
- (1) Persons being asked to evacuate should be told where to go and how to get there.
  - (2) The public should be told what Emergency Alerting System (EAS) station to listen to.
  - (3) Local Office of Emergency Services will be responsible for arranging for shelter and necessary conveniences.
  - (4) A public address system will be used to inform the public and businesses where to evacuate to or instructed to shelter in place.

2. Reception Centers:

Sacramento County and cities have a "Memorandum of Understanding" with all school districts to use public schools as reception centers where the American Red Cross will provide registration and locator services in mass evacuation situations. County Social Services Department will be responsible for arranging other temporary housing and issuance of emergency food stamps when needed. The county fairground, local churches and volunteer private homes are potential housing resources.

3. Responding Agency Responsibilities:

Each agency shall perform those tasks charged to that agency related to the emergency operation and shall confer with the IC for coordination of those tasks. The IC may request assistance from private agencies on an as need basis.

C. **DESIGNATION OF RESPONSIBILITY FOR COORDINATING RELEASE OF INFORMATION TO PUBLIC AND THE EMERGENCY ALERTING SERVICE (EAS)**

1. Information/Media Relations:

Providing factual and timely information to the media is an extremely important function. To provide inaccurate information or appear disinterested in assisting media representatives at the scene of a hazardous material incident would be counterproductive.

Therefore, it will be necessary to identify a SAFE area for the media to be properly briefed and escorted if necessary to ensure they receive accurate data without jeopardizing the effectiveness of the emergency operations.

2. Responsibilities and Operating Concerns:

The IC will designate a Public Information Officer (PIO) who would become the only source of information to be released to the news media. This person would be responsible for:

- a. The activation of the Emergency Alerting Service (EAS), if deemed necessary by IC.
- b. Preparing the EAS announcement.
- c. Maintaining a current status of all activities involving the hazardous material incident.
- d. Insuring that all releases to the media and public are coordinated among all participating agencies.

3. News Media Ingress to Hazardous Material Incident Scenes:

The California Penal Code, Section 409.5(d) permits members of the news media to enter hazardous substance spill incidents.

Once properly identified with a valid press card, the news media shall be advised that entering the scene may be hazardous to their health and safety, and should exercise due caution before entering.

The press shall be immediately advised of the danger and a recommendation made that all personnel remain at a safe distance. Equipment and/or personnel subjected to possible contamination, resulting from encroachment upon contaminated area or other events, will be considered to be contaminated and decontamination measures taken.

**D. INFORMING MEDICAL AND HEALTH FACILITIES OF THE NATURE OF THE INCIDENT AND THE SUBSTANCE(S) INVOLVED**

1. The IC will be responsible for notifying the medical facility of any exposure or possible exposure to hazardous substance(s). The IC should provide the medical facility with as much information prior to victim(s) arrival at the medical facility.
2. UC Davis is the Disaster Control Facility. The Disaster Control Facility will be responsible on a 24 hour basis for:
  - a. Coordinating the means of transportation of casualties and medical resources to health care facilities.
  - b. Coordinating the relocation of patients from damaged or untenable health care facilities.

- c. Communicating with regional poison control centers, to obtain toxicological or any other pertinent information they may provide or have access to.
3. Emergency Medical Services (EMS) is responsible on a 24 hour basis for:
- a. Coordinating disaster medical care operations within the county.
  - b. Coordinating the procurement and allocation of critical public and private medical and other resources required to support disaster medical care operations in the affected area.
  - c. Maintaining liaison with the appropriate American Red Cross Chapter and volunteer services agencies within the jurisdiction.
  - d. Maintaining liaison with the IC or designated contact for other relevant emergency services such as: communications, fire and rescue, health, law enforcement and traffic control, transportation, welfare, etc.
  - e. Requests for additional medical transportation resources, if local resources are insufficient, will be made through the EMS Agency.
  - f. Communicating with other EMS Agencies on matters requiring assistance from their jurisdictions, state or federal governments.

**E. EVACUATION PLANS**

1. General Procedures:

The decision to evacuate due to a hazardous material incident is determined by the IC with assistance from the Environmental Management Department and/or the County Health Officer and will be based upon the following factors:

- a. Type of hazardous material involved
- b. Condition of the material
- c. Duration and amount of release
- d. Condition of containment devices
- e. Wind speed, direction and potential changes
- f. Weather conditions: temperature, relative humidity, barometric pressure

An evacuation should be implemented if sufficient time exists to complete the evacuation before the hazard reaches any part of

the evacuation area, and if the evacuation would cause a lesser risk to public health and safety than sheltering-in-place. Fire agencies, EMD and the Sacramento Metropolitan Air Quality Management District (SMAQMD) have the ability to determine evacuation distances. Fire agencies may use the evacuation distances referenced in the Department of Transportation's Emergency Response Guidebook. The Emergency Response Guidebook can serve as a guide to first responders (law enforcement, fire, health, transportation) for initial action to be taken at a hazardous material incident; including basic emergency actions and evacuation distances for various materials.

2. Evacuation Responsibilities:

a. Incident Commander (IC)

- (1) Takes appropriate actions to see that information on the evacuation is disseminated to all individuals within the area to be evacuated. Law enforcement personnel will not be utilized for evacuation in areas where protective clothing is required.
- (2) Identifies area to be evacuated and specifies lines of the perimeter.
- (3) Coordinates to initiate the evacuation.
- (4) Ensures that evacuation information is continuously disseminated to the Emergency Operations Center (EOC) and other agencies.
- (5) Verifies whether the evacuation is emergency or precautionary.
- (6) Takes measures to prevent and control against looting in the evacuation area.

b. County Office of Emergency Services

- (1) Coordinates shelter locations and evacuation routing and transportation needs as part of the Operational Area Emergency Operations Center activity.
- (2) Notifies appropriate individuals on the Disaster Alert Roster.
- (3) Notifies the State Office of Emergency Service of the situation and provides appropriate updates.

- (4) Provides continuous monitoring of the situation to ensure that activities are proceeding as directed and that agencies involved in the support operation are informed of the status of the evacuation.
- (5) Maintaining liaison with the IC or designated contact for emergency services such as communications, fire and rescue.

c. American Red Cross

- (1) Opens shelters as requested and provides staffing as determined.
- (2) Provides information to the EOC on the status of the shelter and its occupants.
- (3) Coordinates the dissemination of information to the public with the EOC and the PIO.
- (4) Mass Care is the function and process by which Red Cross provides for immediate emergency needs of disaster victims or emergency workers in a disaster-affected area in the most expeditious manner, without identifying specific needs of individuals or families on a case-by-case basis. Mass Care assistance is provided through any necessary combination of three integrated elements – individual or congregate temporary shelters, fixed or mobile feeding operations, and the direct distribution of relief supplies.
  - (a) Sheltering - Sheltering may include congregate sheltering or the use of commercial facilities, such as motels and hotels, as shelters for individuals or families. Shelters may be open in anticipation of a disaster, during an evacuation, or after a disaster occurs. Shelters are intended as a safe haven from impending disaster and/or short-term emergency housing until disaster victims can return to their homes or locate alternate housing after a disaster. Whether before or after a disaster, shelters will be located in safe areas and provide appropriate services.
  - (b) Feeding - Feeding operations will provide regular meals in shelters and appropriate food service at additional fixed sites or via mobile distribution for victims in the affected area. Food will meet public health and nutritional requirements, and to the extent possible, match the religious and cultural sensitivities of those being served.

- c. School Districts
  - (1) Coordinates with American Red Cross on the availability of schools to be used as shelters.
  - (2) Coordinates with the EOC on public information.
- 3. Shelter Locations and Transportation:
  - a. Evacuation procedures will be coordinated between the IC or a designated representative, and the County Office of Emergency Services. Together, these representatives will select the most appropriate area for establishing a shelter. The County Office of Emergency Services will coordinate with the American Red Cross and the appropriate schools districts to select the best location within the area which has been identified for sheltering. Upon determination of the shelter location, the Offices of Emergency Services (OES) will coordinate with the IC to establish evacuee pick-up points.
  - b. Sheltering information including evacuation centers and evacuee pick-up points will be disseminated to the following:
    - (1) Incident Site
    - (2) Evacuation Section
    - (3) News Media via Public Information Officer
    - (4) Other agencies as appropriate
- 4. Post Evacuation:
  - a. Once the evacuation area is determined to be safe, EMD will work with the County Health Officer to advise the IC that it is safe for the evacuees to return. The IC should advise the EOC of the actions to be taken prior to the removal of barricades or collapse of the evacuation perimeter. The EOC will coordinate with the emergency shelters to develop plans for returning the shelter inhabitants to the evacuated area. The PIO is responsible for disseminating post evacuation information to the news media.
  - b. Depending on the incident, EMD and the County Health Officer will provide post information to evacuees regarding their evacuated areas. This may include information on:
    - (1) Cleaning procedures for clothing, cooking utensils and furniture

- (2) Handling of food substances
  - (3) Care of pets
  - (4) Care of plants
  - (5) Lingering or long term health effects
- c. After the incident conclusion, the County Office of Emergency Services will assemble information from the Red Cross, and other agencies participating in the evacuation for the consolidation of appropriate formal records.

5. Sheltering in Place:

- a. Sheltering-in-place is a viable alternative to evacuation for incidents involving a short-term, unexpected toxic airborne release, when there is little or no time for notification and evacuation. Sheltering-in-place requires that people stay indoors and make their homes and buildings airtight. This can be done by closing doors, windows and vents and by closing air conditioning and heating systems until the toxic cloud passes. Once the toxic cloud has passed, the concentration of toxic material indoors may be higher than outdoors, due to infiltration. It may then be necessary for the occupants to move outdoors.
- b. Considerations:
  - (1) The decision to shelter-in-place is the IC's responsibility and should be based on the following:
    - (a) Material released
      - [1] type
      - [2] concentration
      - [3] estimated duration of the release
    - (b) Location of the release
    - (c) Toxicological effects
    - (d) Atmospheric conditions
      - [1] wind direction
      - [2] speed
      - [3] stability

- [4] weather
- [5] temperature
- [6] dispersion patterns

- (e) Time of Day
- (f) Number of people at risk
- (g) Type of population (ambulatory, non-ambulatory)
- (h) Location of population
- (i) Emergency response and response time
- (j) Time necessary to conduct evacuation
- (k) Adequacy of the shelters

6. Instructions for the Public:

- (a) The effectiveness of sheltering-in-place is dependent on initial public information and periodic informational updates. The public should be instructed to do the following:
  - (1) Close all internal and external doors and close and lock all windows
  - (2) Stop drafts: use wet towels in gaps under doors and duct tape around sides/cracks on doors and windows.
  - (3) Turn off outside ventilation and close vents to the outside.
  - (4) Turn off all sources of ignition, if it is safe to do so.
  - (5) Turn off home air-conditioners and switch inlets to closed position. Seal any gaps around air-conditioners windows units with tape, plastic sheeting, paper, or aluminum wrap.
  - (6) Turn off and cover exhaust fans in kitchens, bathrooms, dryer vents and other spaces.
  - (7) Turn off clothes dryer.
  - (8) Close fireplace dampers.
  - (9) Hold a wet cloth or handkerchief over nose and mouth.

- (10) For a higher degree of protection, stay in the bathroom, close the door, and turn on the cold water in the shower using a strong spray to "wash" the air.
- (11) If an explosion is possible outdoors, close drapes, curtains, and shades over windows. Stay away from windows to prevent potential injury from flying glass.
- (12) Minimize the use of elevators in buildings. Elevators tend to "pump" outdoor air through a building as they travel up and down.
- (13) Once the toxic cloud passes and all steps have been taken to ensure that the incident will not recur, the ventilation must be increased by opening windows and doors, turning on ventilation systems and moving occupants outdoors.
- (14) Other specifics related to the incident.

6. Re-Occupancy Guidelines:

- (a) The Health Officer provides authorization for re-occupancy of facilities or other areas that have been evacuated as the result of an official action of an emergency response or other authorized agency, the Environmental Management Department, or following an order of the Health Officer pursuant to Penal Code section 409.5.
  - (1) The Environmental Management Department Hazardous Materials Division has delegated authority to authorize re-occupancy on behalf of the Health Officer under circumstances where training and testing capabilities lead to a clear determination of the hazardous substance, correction of the problem that resulted in the evacuation, and determination that the substance no longer constitutes a danger.
  - (2) Prior to a re-occupancy decision, the Health Officer must be consulted under circumstances in which the potential hazard is not clearly identified and/or when the evacuated site cannot be declared safe for occupancy without further action. In this case, the Environmental Management Department and Health Officer will develop a plan as necessary to (a) perform additional environmental testing, and (b) undertake decontamination measures to render the premises safe. Where necessary, additional agencies, such as the Environmental Protection Agency, will be engaged.

- (3) In situations where a business owner or private citizen initiates an evacuation out of concern for a possible hazardous substance that is *not* substantiated by hazardous materials specialists or the Public Health Officer, re-occupancy does not require authorization by the Health Officer. The party responsible for the facility may use discretion in re-occupying the facility and may choose to engage the assistance of a private industrial hygienist in making that decision.

**CHAPTER 7: SUPPLIES AND EQUIPMENT**  
*(Title 19 CCR § 2727)*

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**A. EMERGENCY RESPONSE SUPPLIES AND EQUIPMENT SPECIFICALLY DESIGNATED FOR POTENTIAL EMERGENCIES IN THE JURISDICTION**

This section contains information on equipment and supplies maintained by Sacramento County's HMRT's. The EMD IR Team is most likely to respond as a technical reference to a level II hazardous material incident and does not typically carry spill response equipment. The fire departments, public works departments and Caltrans have the ability to clean up small petroleum hydrocarbon releases on roadways and on the right of way. These agencies are capable of responding in various degrees and have designated staff to test, maintain and decontaminate equipment on a regular basis.

Agency equipment lists are subject to change as new technology is developed and roles and responsibilities change. A current list of supplies which are available for use during an emergency response may be obtained by contacting the individual agency.

**B. TESTING AND MAINTENANCE OF EMERGENCY SUPPLIES AND EQUIPMENT**

Fire protection agencies will be responsible for maintaining and testing Self Contained Breathing Apparatus (SCBAs) and structural fire fighting equipment. This equipment will be tested and maintained according to manufacturer's specifications.

All other agencies that maintain equipment and supplies available for response to a hazardous materials incident are responsible for the testing and maintenance of this equipment. Responding agencies must ensure there are adequate emergency supplies on hand at all times.

## **CHAPTER 8: CRITIQUE AND FOLLOW-UP** *(Title 19 CCR § 2728)*

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### **A. CRITIQUE**

When applicable, interagency incident critiques will be held to provide a means to determine the efficiency of the response efforts and provide methods of improving safety and incident operations. The critique is held to determine:

1. What went wrong?
2. What went right?
3. What was learned?
4. Can we improve our operations in the future?
5. Should the plan be changed?
6. Determine what costs were incurred.
7. Gather reports from all involved.

The critique should not be used to point accusing fingers and to lay blame on any one person or agency.

### **B. FOLLOW-UP**

Based on the outcome of the critique it should be determined what items need to be checked on and who should conduct the follow-up, i.e.:

1. Recovery of agency costs
2. Enforcement actions if necessary
3. Corrections in plans and procedures
4. Agency responsibilities

**APPENDIX A**

**GUIDELINES FOR DECLARING A COUNTY HEALTH EMERGENCY**

## **GUIDELINES FOR DECLARING A COUNTY HEALTH EMERGENCY**

### **AUTHORITY**

These guidelines are promulgated pursuant to Section 101075 et seq of the California Health and Safety Code.

### **CRITERIA FOR DECLARATION OF A Local HEALTH EMERGENCY BY THE HEALTH OFFICER.**

The health officer may declare a local health emergency in the jurisdiction or affected area of the County whenever the Health Officer reasonably determines that the release or escape of hazardous waste or medical waste, or waste which may become hazardous waste or medical waste, poses an immediate threat to public health, or if there is an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent.

1. "Hazardous materials" means the materials identified above, including:
  - a. systemic poisons, carcinogens, mutagens, teratogens, and biologic toxins;
  - b. corrosive substances;
  - c. flammable substances;
  - d. irritants;
  - e. strong sensitizers;
  - f. substances which generate pressure through decomposition;
  - g. radioactive materials;
  - h. infectious substances;
  - i. reactive substances.
  
2. "Hazardous waste" means a waste, or combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may do any of the following:
  - a. Cause, or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness,
  - b. Pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

3. "Medical waste" means waste which meets both of the following requirements:
  - a. The waste is composed of waste which is generated or produced as a result of any of the following actions:
    - i. Diagnosis, treatment, or immunization of human beings or animals;
    - ii. Research pertaining to the activities specified in (a)(i);
    - iii. The production or testing of biologicals;
    - iv. The accumulation of properly contained home generated sharps waste that is brought by a patient, a member of the patient's family, or by a person authorized by the enforcement agency, to a point of consolidation approved by the enforcement agency pursuant to Section 117904 or authorized pursuant to Section 118147 of the Medical Waste Management Act (H&SC 117600-118360);
    - v. Removal of a regulated waste, as defined in Section 5193 of Title 8 of the California Code of Regulations, from a trauma scene by a trauma scene waste management practitioner.
  - b. The waste is either of the following:
    - i. Biohazardous waste; or
    - ii. Sharps waste.
4. "Waste," for the purpose of this plan, means either of the following:
  - a. Any material for which no use or reuse is intended and which is to be discarded.
  - b. Any material which spills, escapes, or is released from any manufacturing, industrial, commercial, or other plant, facility, or process, or which escapes or is released from the transporting or transferring from one place to another, or during the pumping, processing, storing, or packaging, or which enters or may enter an unconfined air space or a surface water course which is not totally contained on the contiguous property of such plant, facility or process, or which enters, or may enter, the groundwater underlying such plant, facility, or process.

Spills, releases, or introduction of any hazardous material identified above do not necessarily call for the declaration of a local health emergency. In order for such a declaration to be made, the following criteria should be met:

- (A) If the released hazardous material is hazardous waste or medical waste, the material and the nature of its release must constitute an immediate threat to the public health. Such a threat exists with respect to hazardous waste if any of the following conditions exist:
1. The released material, if of a known composition, is, or may be, present in an uncontrolled environment in concentrations which may meet the above stated definition of a hazardous waste.
  2. The released material, if of a known or unknown composition, has produced, or alleged to have produced, symptoms of acute toxicity among persons exposed to it.
  3. The released material, if of an unknown composition, is a product or by-product of an industrial process or a reaction of materials known or suspected to contain a hazardous material, and which may be present in an uncontrolled environment in concentrations which could meet the above stated definition of a hazardous waste.
- (B) If hazardous material is a contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent, there must be an imminent and proximate threat of the introduction of such material that poses an immediate threat to public health.
- (C) The declaration by the Health Officer of a local health emergency is recommended when it appears to the Health Officer that any of the following may be necessary or advisable to provide an adequate response to the release of hazardous material:
1. Health Officer supervision and control over County environmental health and sanitation programs and personnel as needed to ensure availability of field staff to respond to the emergency. (Authority H&S Code §101310)
  2. Enhanced compliance of affected parties in carrying out required actions including disclosure of information regarding the released materials and cooperation regarding testing of the materials.
  3. Resources available through mutual aid and other sources of disaster assistance when local resources are considered insufficient to fully respond to the event.

**PROCEDURE AND RESPONSIBILITIES FOR IDENTIFYING A POTENTIAL LOCAL HEALTH EMERGENCY INVOLVING A HAZARDOUS MATERIALS RELEASE**

- (A) Receipt of Initial Report:
1. Telephone reports and electronic reports of hazardous materials releases will be received according to procedures established in this plan.

2. Upon receipt of the telephone report or electronic report, the responsible agency will obtain as much information pertinent to the release as possible.
3. The Director of the Environmental Management Department (EMD) or designee shall be informed, as soon as is reasonably possible after receipt of the initial report that a hazardous materials release has occurred.

(B) Investigation:

1. After receipt of the initial report, the responsible agency representative will respond to the scene of the incident when appropriate and will obtain necessary further information to recommend immediate life-protective measures and to provide pertinent information to the Health Officer regarding the need to declare a local health emergency.
2. The responsible agency representative will provide all available information obtained to the Director of EMD or designee as soon as is reasonably possible.
3. The responsible agency will, if possible, collect samples of the released material for subsequent laboratory analysis.
4. The Director of EMD or designee shall make or cause to be made an investigation, including an on-the-scene investigation when appropriate, for the purpose of obtaining available medically related information and other pertinent information from alleged victims, medical personnel treating victims, owners of the hazardous material involved, or any other person(s) who may have information pertinent to the situation.

(C) Evaluation of Situation:

1. Upon receiving the investigation report, the Director of EMD or designee shall evaluate the emergency situation and, when appropriate, shall consult with the Health Officer or designee to assist the Health Officer in determining whether a local health emergency declaration is advisable.
2. All responding hazardous materials agencies report any hazardous releases to the State OES Warning Center.

**PROCEDURES FOR DECLARING A LOCAL HEALTH EMERGENCY**

A. Declaration of a Local Health Emergency

1. If the Health Officer determines that declaration of a local health emergency is necessary, he/she shall immediately do so verbally, followed as soon as possible by a written declaration containing the following information:

- a. The circumstances leading to the declaration, including the nature of the hazardous material released, if known, and the act or accident causing the release.
  - b. A precise delineation of the area(s) affected by the release.
  - c. The occurrence of any injuries or illnesses attributed to the release.
  - d. The potential risk created by the release, if known.
  - e. The reasons the declaration is necessary.
  - f. The anticipated period of time the declaration will remain in effect.
  - g. The measures necessary to abate the emergency, to the extent known at the time of the declaration.
2. Initiate ratification of the declaration of local health emergency per Section B below on the same day that the declaration is made.
  3. The verbal and written declaration shall be immediately issued to the following parties:
    - a. The person(s) or firm(s) believed to be responsible for the hazardous material.
    - b. The responsible Public Safety Agency(ies).
    - c. The County Office of Emergency Services.
    - d. The Emergency Medical Services Agency.
    - e. The County Board of Supervisors.
    - f. The Sacramento County Counsel.
    - g. The State Health Officer
    - h. The City Managers/Administrators (as applicable).
    - i. The news media, if appropriate (Released through IC).
    - j. Other persons requesting copies, if appropriate.

If terrorism or a crime is believed to be involved, the Health Officer, in cooperation with the investigating law enforcement agency, may restrict notification and disclosure of information to the Board of Supervisors and such other persons and agencies as is appropriate under the circumstances.

4. The Health Officer shall issue progress reports at reasonable intervals to the parties listed in A(3) (b)-(h) and to A(3)(a),(i) and (j) as appropriate. If terrorism or a crime is believed to be involved, the Health Officer, in cooperation with the investigating law enforcement agency, may restrict notification and disclosure of information to the Board of Supervisors and such other persons and agencies as is appropriate under the circumstances.
5. Termination of a Local Health Emergency Lasting Seven (7) Days Or Less

The local health emergency shall be terminated at the earliest possible date that conditions warrant termination. For a local health emergency lasting seven days or less, the Health Officer shall terminate the local health emergency and shall notify the parties listed above in A(3) (b)-(h), and A(3)(a),(i) and (j) as appropriate, of such termination. The Health Officer shall request removal from the Board of Supervisors' agenda of any pending request for Board ratification per (B) below when the declaration has been terminated by the Health Officer.

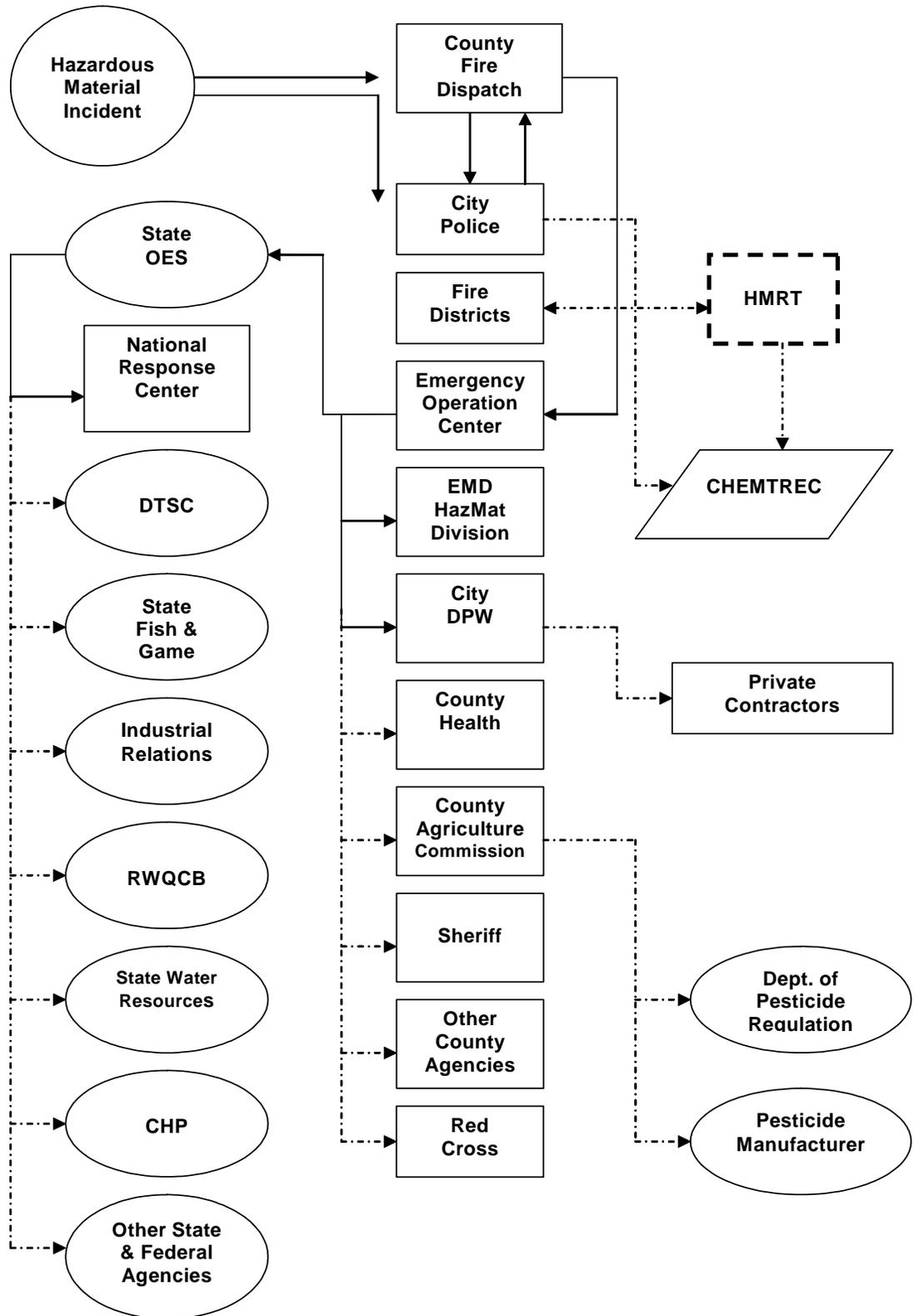
(B) Ratification and Review by Board of Supervisors of Local Health Emergencies Extending Beyond Seven (7) Days

1. If, in the opinion of the Health Officer, it is necessary to extend the local health emergency beyond seven (7) days, he/she shall prepare a request to place ratification of the declaration of the local health emergency on the Board of Supervisors' agenda before expiration of 7 days from when the declaration was made.
2. The request for ratification shall contain a complete description of the events constituting the emergency, the nature of the public health hazard, the reasons for the declaration by the Health Officer, the reasons the declaration must be extended, and an estimate of how long the emergency will continue.
3. Copies of the request for ratification shall be distributed to the parties named in A(3) above.
4. Should the declaration be ratified, the Health Officer shall present progress reports to the Board on the state of the emergency not less than every fourteen (14) days for review by the Board of Supervisors, with his/her recommendation as to whether the local health emergency should be continued or terminated. Copies of such progress reports shall be distributed to the parties named in A(3) above.
5. The Board of Supervisors shall proclaim a termination of a local health emergency that has been ratified by the Board at the earliest possible date that conditions warrant termination

**APPENDIX B**

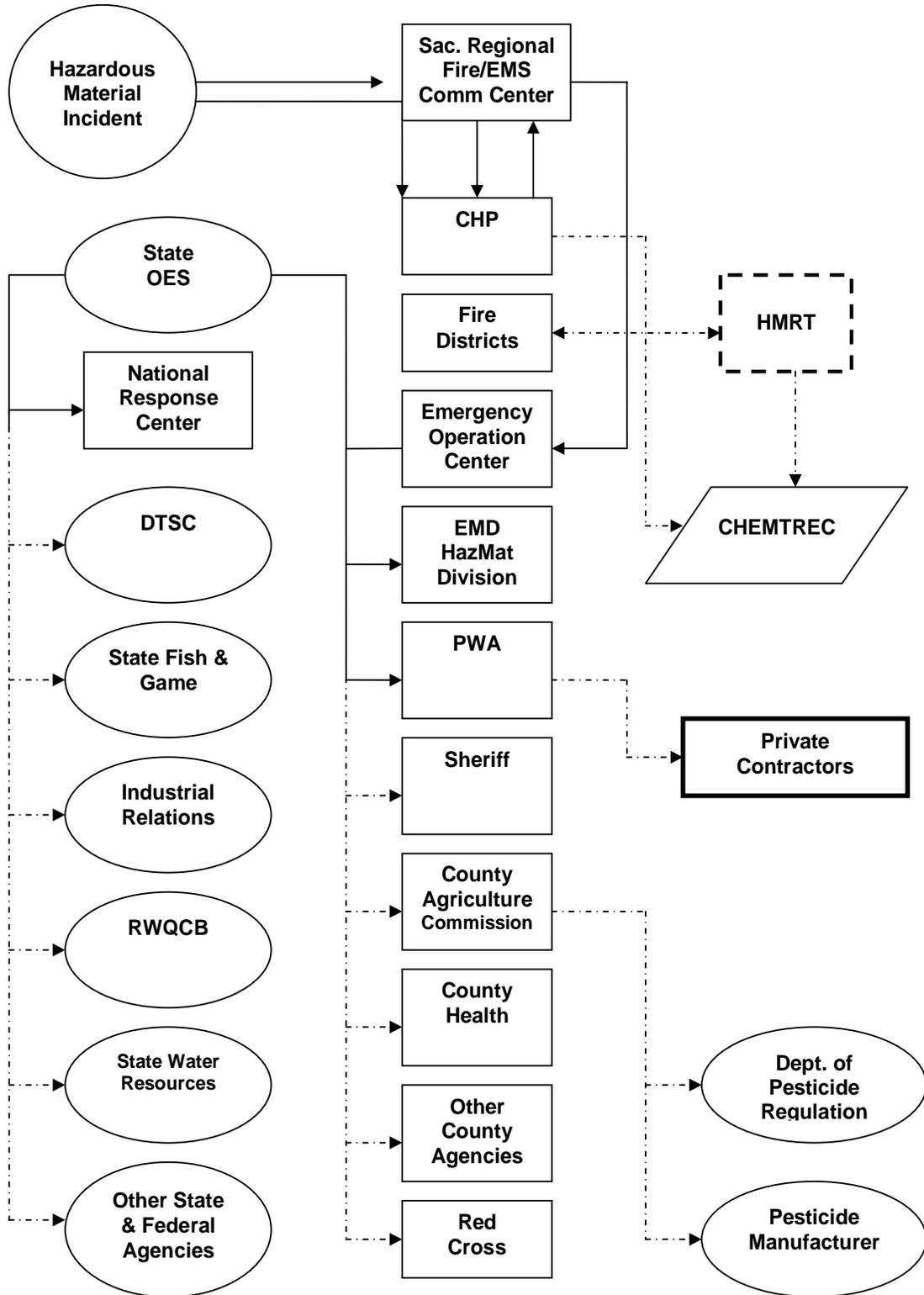
**EXAMPLE HAZARDOUS MATERIAL  
INCIDENT NOTIFICATION DIAGRAMS**

**SACRAMENTO COUNTY NOTIFICATION TREE**  
**“CITIES OF FOLSOM, GALT, ISLETON, RANCHO CORDOVA, CITRUS HEIGHTS & ELK GROVE”**

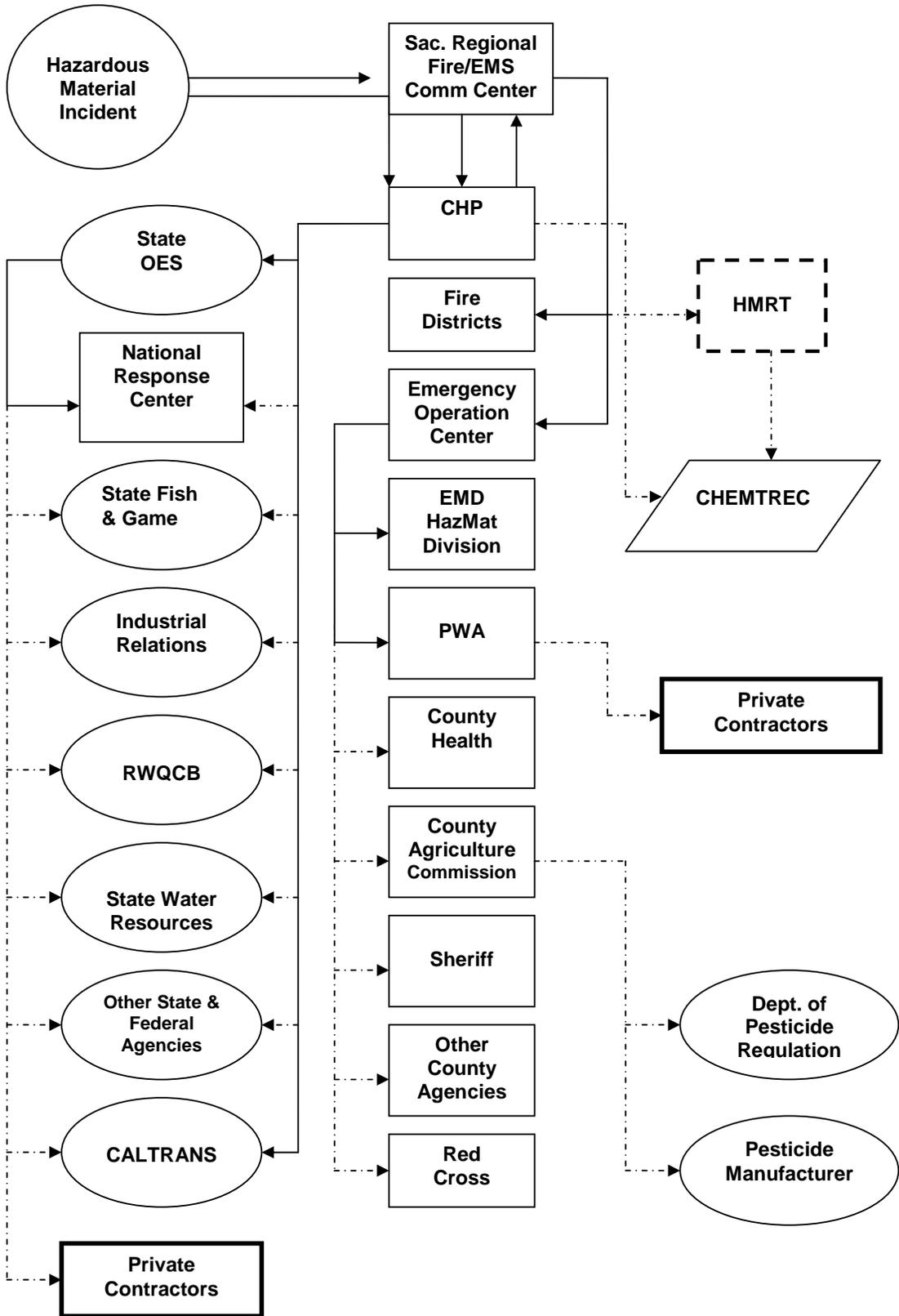




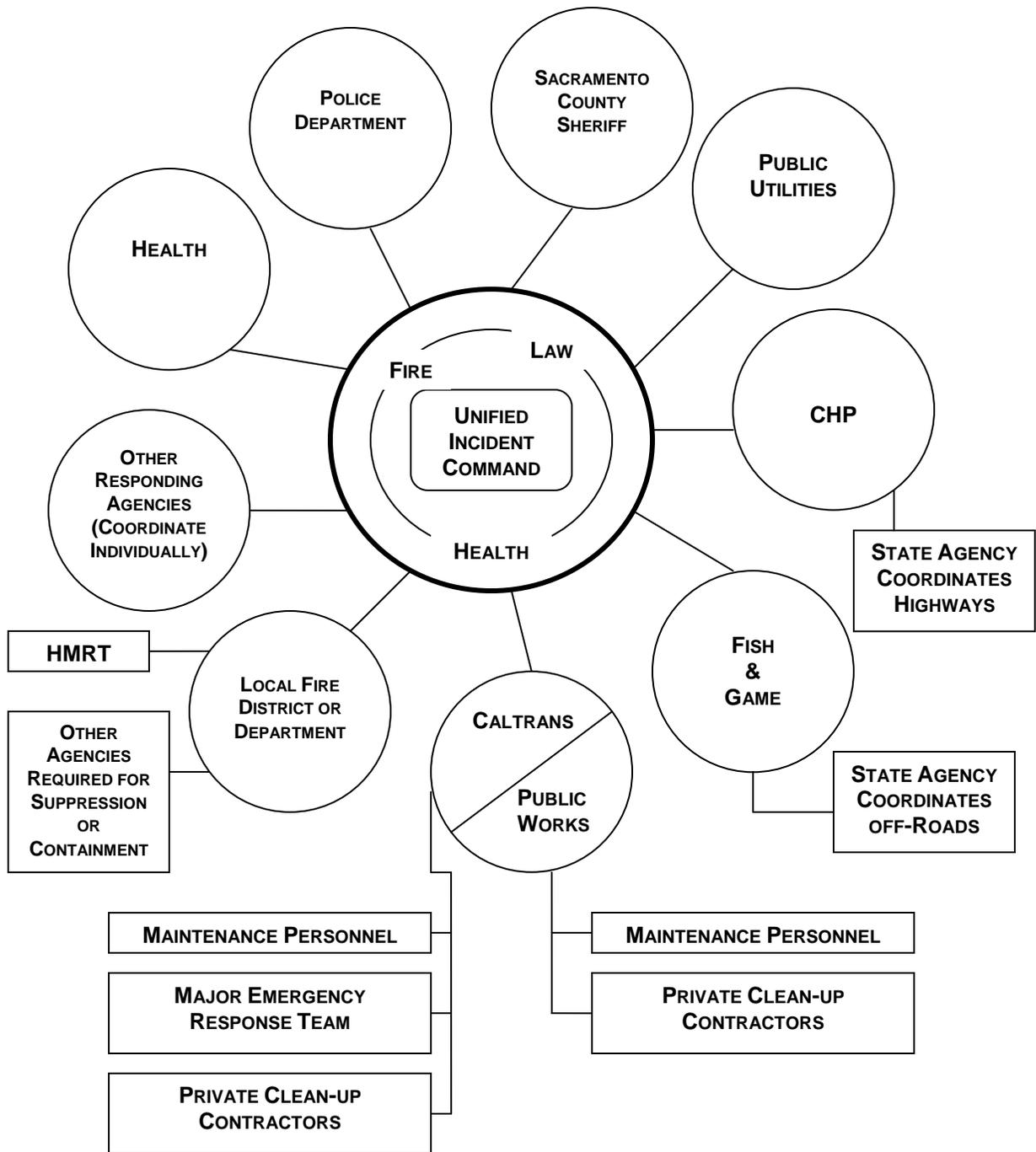
**SACRAMENTO COUNTY NOTIFICATION TREE  
"ON ROAD UNINCORPORATED AREA"**



**SACRAMENTO COUNTY NOTIFICATION TREE "ON-HIGHWAY"  
(INCLUDES FREEWAYS)**

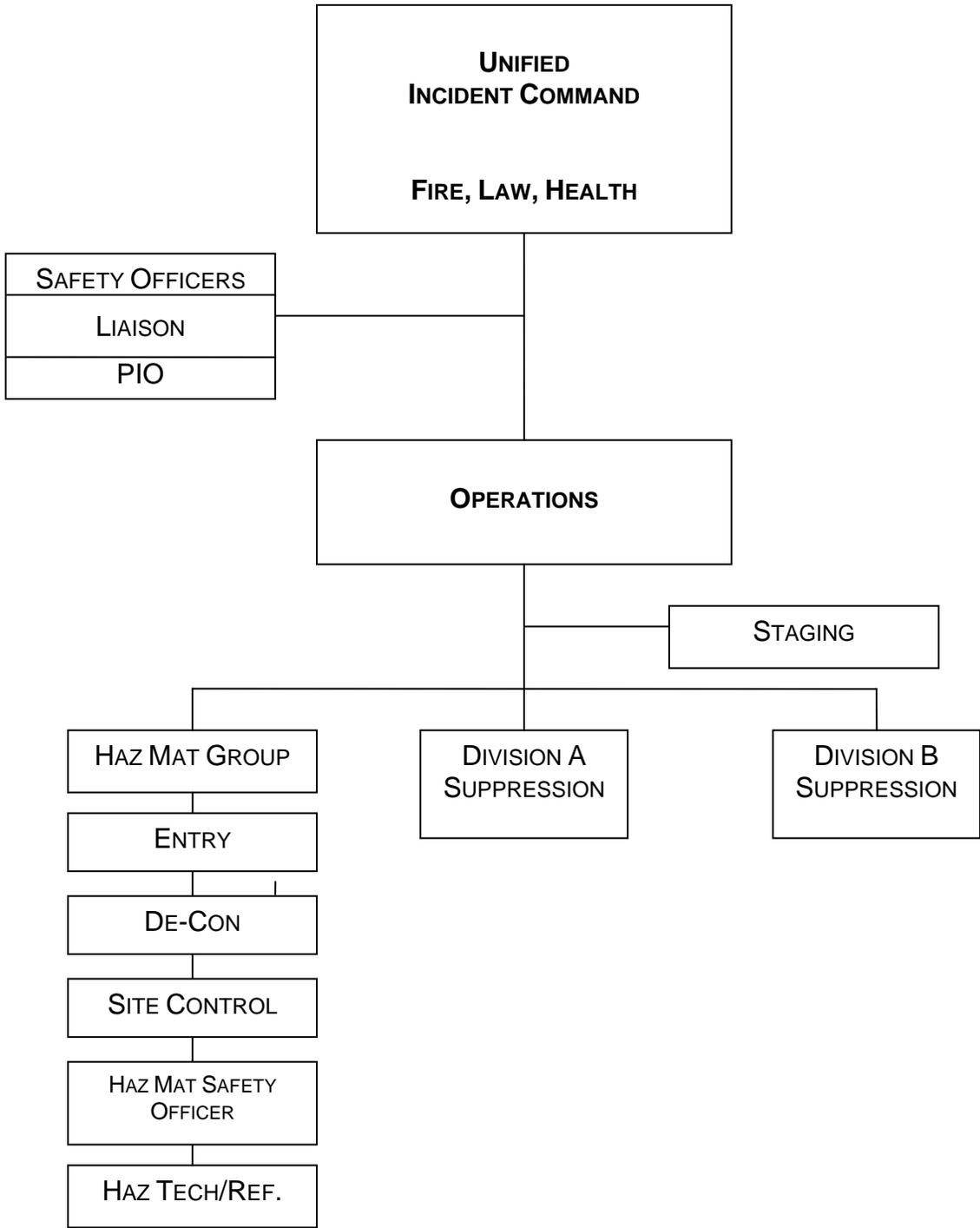


# INFORMATION FLOW CHART



**This chart is an example of the information flow that may be typical during a Hazardous Materials Incident.**

**INCIDENT COMMAND OPERATION FLOW CHARTS  
FOR HAZ MAT LEVELS I, II, III**



## **APPENDIX C**

### **HAZARDOUS MATERIAL INCIDENT RESPONSE EMERGENCY TELEPHONE NUMBERS**

# HAZARDOUS MATERIAL INCIDENT RESPONSE EMERGENCY TELEPHONE NUMBERS

## IMPORTANT TELEPHONE NUMBERS

FOR **IMMEDIATE** NOTIFICATION OF A HAZARDOUS MATERIALS INCIDENT,  
THE FOLLOWING AGENCIES MUST BE CALLED ACCORDINGLY:

- **Local Government** ..... 911 (or appropriate local number)
- **State Government (OES Warning Center)**..... (800) 852-7550 or (916) 845-8911
- **On Highway Spills (Call CHP)**..... 911 (or appropriate local number)
- **Federal Government (National Response Center)** ..... (800) 424-8802 or (202) 426-2675

### LOCAL AGENCIES

(Telephone #'s are Area Code 916 Unless Otherwise Specified)

AGENCY	PHONE #	COMMENTS
<b>SACRAMENTO COUNTY COMMUNICATIONS CENTER</b>	875-6900 – 24-hr	Will contact all county services after hours when needed
<b>FIRE DEPARTMENTS</b>		<b>ADDRESS</b>
Sac Metro Fire	228-3035	2101 Hurley Way, Sac, CA 95825
Sac City Fire	433-1300	5770 Freeport Blvd., #200, Sac, CA 95822
Courtland	755-1210	11751 Riverside Ave., Courtland, CA 95615
Delta	(707) 374-2233	350 Main St., Rio Vista, CA 94571
Elk Grove	685-9502	8788 Elk Grove Blvd., Elk Grove, CA 95624
Folsom City Fire	355-7250	48 Natoma St., Folsom, CA 95630
Galt City Fire	(209) 745-1001	208 A St., Galt, CA 95632
Herald Fire District	(209) 748-2322	12746 Ivy Road, Herald, CA 95632
Isleton City Fire	777-7776	P.O. Box 716, Isleton, CA 95641
Walnut Grove Fire District	776-2151	14450 Thorton Rd., Walnut Grove, CA 95690
Wilton Fire	687-6920	9800 Dillard Rd., Wilton, CA 95693
<b>LAW ENFORCEMENT</b>		
CHP	453-2400	861-1299 – 24hr
County Sheriff	874-5111 (emergencies)	874-5115 (non-emergencies)
Elk Grove City Police	875-0501	8380 Laguna Palms Way, EG, CA 95758
Folsom City Police	355-7230	46 Natoma, Folsom, CA 95630
Citrus Heights City Police	727-4790	6237 Fountain Square Dr., CH, CA 95621
Galt City Police	(209) 366-7000	455 Industrial Drive, Galt, CA 95632
Isleton City Police	777-7770	210 Jackson Blvd., Isleton, CA 95641
Sacramento City Police	264-5471	5770 Freeport Blvd., #100, Sac, CA 95822
Rancho Cordova Police	875-9600	10361 Rockingham Dr., Sac, CA 95827

## LOCAL AGENCIES (CONT.)

(Telephone #'s are Area Code 916 Unless Otherwise Specified)

AGENCY	PHONE #	COMMENTS
<b>PUBLIC WORKS</b>		*These incorporated cities have contracted with Sacramento County PW for hazardous material spill response.
Sacramento County (Trans)	875-5171	
Sacramento City	264-5011 (24-HOUR)	
Citrus Heights	725-2448	
Elk Grove	683-7111	
Folsom	355-7272	
Galt	(209) 366-7230	
Rancho Cordova*	361-8700	
<b>COUNTY AG DEPARTMENT</b>	875-6603	
<b>COUNTY HEALTH DEPARTMENT</b> Health Officer (Dr. Trochet)	875-5881	
<b>COUNTY ENVIRONMENTAL MANAGEMENT DEPARTMENT</b>	875-8550	<b>FOR AFTER HOURS CALLS CONTACT THE COUNTY COMMUNICATIONS OFFICE 875-6900</b>
Director	875-8444	
Div. Chief – Haz Mat	875-8469	
Div. Chief – Env. Health	875-8409	
Incident Response Team	423-7911 (24-hour pager)	
<b>COUNTY EMERGENCY OPERATIONS OFFICE</b>	874-4670	
<b>COUNTY WATER QUALITY</b> Sewer - 875-6730	Storm Drain -875-RAIN (875-7246)	
<b>SAC CITY PUBLIC WORK – STORM DRAINS</b>	264-5371	

## OTHER TELEPHONE NUMBERS: State Agencies

AGENCY	PHONE NUMBER	AGENCY ROLE
<b>Air Resources Board (ARB)</b>	<u>VIA THE OES WARNING CENTER:</u> (800) 852-7550	Protects and enhances the ambient air quality of the state, through local and regional air pollution authorities.

## OTHER TELEPHONE NUMBERS: State Agencies

AGENCY	PHONE NUMBER	AGENCY ROLE
<b>California Coastal Commission (CCC)</b>	(415) 904-5200 <u>PAGER:</u> (415) 201-5792	Responsible for planning, permitting and enforcement of development of California's coastline; issues emergency permits to expedite response activities and provides technical advice during an oil/hazardous materials spill.
<b>California Integrated Waste Management Board (CIWMB)</b>	(916) 341-6454	Oversees household hazardous waste (HHW) programs within California; coordinates with counties requesting HHW assistance.
<b>Department of Fish &amp; Game, Office of Spill Prevention &amp; Response (OSPR)</b>	<u>OSPR COMMUNICATION CENTER:</u> (916) 445-0045	Natural Resource Trustee for the state of California; ensures that fish, wildlife and their habitats are protected & any issues are addressed by the IC/UC during response and cleanup phases; ensures that cleanup, remediation and restoration are done appropriately.
<b>Division of Oil, Gas, &amp; Geothermal Resources (DOGGR)</b>	<b>District #6 (Sacramento):</b> (916) 322-1110	Responsible for preventing damage to life, health, property, and the environment resulting from oil, gas and geothermal drilling, production, or plugging and abandonment operations.
<b>Department of Health Services (DHS)</b>	(916) 323-9869	Ensures the safety and reliability of the public water supplies; ensures the safety of interim/emergency water supplies; interfaces with local governments for safe drinking water, food, and medical.
<b>Department of Toxic Substances Control (DTSC)</b>	(916) 255-6504  <u>TOXICS HOTLINE:</u> (800) 258-6942	Protects human health and the environment; provides local assistance from requests via the Hazardous Waste Account; regulatory authority for emergency removals; coordinates the RAPID Force.  To report violations of hazardous waste laws.

**NOTE: STATE AGENCIES can also be accessed via the OES Warning Center at (800) 852-7550**

## OTHER TELEPHONE NUMBERS: Federal Agencies

AGENCY	PHONE NUMBER	AGENCY ROLE
<b>U.S. Environmental Protection Agency, Region IX (USEPA)</b>	<u>GENERAL NUMBER:</u> (800) 321-7349 or (415) 947-8000  <u>EPA SPILL PHONE:</u> (415) 947-4400  <u>SARA TITLE III HOTLINE:</u> (800) 424-9346	<b>FOSC</b> for inland hazardous materials and oil spills; ensures that response actions are taken to control and remove discharges of oil and hazardous materials into the inland zone. Under CERCLA/OPA '90, provides limited, pre-declaration assistance for hazardous materials release assessment and cleanup.  For spills of oil or hazardous materials.  For questions on the federal Emergency Planning and Community Right-to-Know Act.
<b>U.S. Coast Guard (USCG)</b>	<u>MARINE SAFETY OFFICE:</u>  <b>San Francisco</b> (510) 683-6470	<b>FOSC</b> for marine hazardous materials and oil spills; ensures that response actions are taken to control and remove discharges of oil and hazardous material releases into the coastal zone; access to OPA '90 (oil) and CERCLA (hazardous materials) funding; control of navigable waterways.
<b>Federal Emergency Management Agency, Region IX (FEMA)</b>	<u>24-HOUR DUTY OFFICER</u> (510) 627-7250	Administers the Federal Disaster Assistance Program; supports state and local response efforts upon request after declaration of an emergency; provides federal funding for hazardous materials response & cleanup efforts (ESF #10).

**NOTE:** *FEDERAL agencies can also be accessed via the National Response Center at (800) 424-8802*

## OTHER TELEPHONE NUMBERS

AGENCY	PHONE NUMBER	AGENCY ROLE
<b>Poison Control Centers</b>	(800) 876-4766	Provides: regional hospital capabilities for hazardous materials victims; poison/exposure information to hospital staff, emergency response personnel, and the general public; assist with drug identification for law enforcement agencies.
<b>CHEMTREC</b>	(800) 424-9300	Provides: emergency information for chemical releases & fire control measures; precautionary information; assist with chemical identification if unknown; notification of manufacturer and/or shipper.



# IMPORTANT TELEPHONE NUMBERS



## for EMERGENCY FUNDING

When accessing emergency funding. The Responsible Party (RP) is liable for the costs associated with the abatement and mitigation of a hazardous material spill. If the RP is unknown, unwilling or unable to provide a safe and adequate response, government may have to ensure the protection of the public health and safety, and the environment by providing abatement and mitigation of the spill. The following telephone numbers are provided to assist responding agencies.

Remember: Use the responsible party and local resources first, before calling on state and federal resources!

### State:

<u>IMPACT</u>	<u>AGENCY AND FUND NAME</u>	<u>TELEPHONE NUMBER</u>
<b>Human Health &amp; Environment</b>	<b>Department of Toxic Substances Control</b> Emergency Reserve Account	(916) 323-3600 or (800) 260-3972 ... ask for the DTSC Duty Officer
<b>Illegal Drug Labs</b>	<b>Department of Toxic Substances Control</b> Illegal Drug Lab Cleanup Account	(916) 255-6504 or (800) 260-3972 ... ask for the DTSC Duty Officer
<b>Fish, Wildlife, and/or Habitat</b>	<b>Department of Fish and Game</b> Fish and Wildlife Pollution Account	(916) 445-0045 OSPR 24-hour Communication Center
<b>Marine Oil Spill</b>	<b>Office of Spill Prevention and Response</b> Oil Spill Response Trust Fund	(916) 445-0045 OSPR 24-hour Communication Center
<b>Surface and Groundwater Spills</b>	<b>State Water Resources Control Board</b> Water Pollution Cleanup and Abatement Account	(916) 327-4428

**NOTE: STATE AGENCIES can also be accessed via the OES Warning Center at (800) 852-7550**

# ☎ IMPORTANT TELEPHONE NUMBERS ☎ (CONT.)

Federal:

<u>IMPACT</u>	<u>AGENCY AND FUND NAME</u>	<u>TELEPHONE NUMBER</u>
Oil Spill	Oil Spill Liability Trust Fund	Accessed by the FOSC (USEPA or USCG)
Hazardous Materials	Superfund (CERCLA)	Accessed by the FOSC (USEPA or USCG)

**NOTE: *FEDERAL agencies can be accessed via the  
National Response Center at (800) 424-8802***

## **APPENDIX D**

### **EXAMPLE INCIDENT COMMANDER (IC) CHECKLISTS**

## INCIDENT COMMANDER (IC) CHECKLIST

**ASSUME COMMAND OF SCENE**

**ESTABLISH COMMAND POST**

- Report Command Post Position
- Request Mobile Command Vehicle
- Establish Communications with Dispatch
- Establish Com w/Sac County Comm. Center

**NOTIFY APPROPRIATE AGENCIES**

- Fire Service
- Law Enforcement
- OES (State/Local)
- Hazardous Materials Division
- Public Health
- Public Works/CalTrans

**ESTABLISH SCENE CONTROL**

- Cordon Off Area
- Traffic Control/Rerouting
- Crowd Control – Establish Limit Lines
- Appoint Safety Officer

**REQUEST ADDITIONAL SUPPORT**

- Fire
- Law Enforcement
- Medical
- Other

AGENCIES INVOLVED NOTIFIED <input checked="" type="checkbox"/>	RESPONDING TIME	
	NOTIFIED	ARRIVED
<input type="checkbox"/> C.H.P		
<input type="checkbox"/> Sheriff		
<input type="checkbox"/> Police		
<input type="checkbox"/> Fire		
<input type="checkbox"/> C.D.F.		
<input type="checkbox"/> OES		
<input type="checkbox"/> Emergency Ops.		
<input type="checkbox"/> H.M.D.		
<input type="checkbox"/> CalTrans		
<input type="checkbox"/> Public Works		
<input type="checkbox"/> Ag. Comm		
<input type="checkbox"/> Water Agency		
<input type="checkbox"/> Public Utility		
<input type="checkbox"/> Fish & Game		
<input type="checkbox"/> Coast Guard		
<input type="checkbox"/> Red Cross		
<input type="checkbox"/> Water Resources		
<input type="checkbox"/> Air Resources		
<input type="checkbox"/> EPA		
<input type="checkbox"/> National Guard		
<input type="checkbox"/> Health Services		
<input type="checkbox"/> Food & Ag.		
<input type="checkbox"/> Radiological		
Other:		
_____		
_____		

## INCIDENT COMMANDER (IC) CHECKLIST (CONT.)

**EVACUATION ORDERED**

- Warning/Notification
  - Law Enforcement
  - OES (State and/or Local)
- Shelter
  - ( ) Red Cross
  - ( ) School
  - ( ) Churches
- Security
- Transportation/Evacuees
  - ( ) School Districts
  - ( ) Bus Companies
- Livestock, Pets

**PRODUCT IDENTIFICATION**

- HMRT
- Ag. Commissioner
- Local Laboratories
- Shipping Documents
- Private Contractor

**REMOVAL/CLEAN-UP**

- State Highways – CalTrans
- County Roads – County PW
- Unincorporated Area – Off Road County PW
- Incorporated Area – City PW
- Private Land

**TERMINATE ON-SCENE ACTIVITY**

- Release Support Agencies/Notify Dispatch
- Clean-up Approved by EMD/Hazmat
- Conduct Final Briefing – News Media

**NOTES:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX E**

### **EXAMPLE CHEMTREC COMMUNICATION FORMS**

## CHEMTREC COMMUNICATION FORM

**Phone: 1-800-424-9300**

### **SUGGESTIONS:**

*This is an optional reporting form. Complete all appropriate items below before calling Chemtrec. – Starred items (\*) are essential.*

### **INFORMATION TO BE PROVIDED**

- I. Time initial call placed \_\_\_\_\_
- \*2. What happened? \_\_\_\_\_
- \*3. Where \_\_\_\_\_
- \*4. When \_\_\_\_\_
- \*5. Chemical(s) involved (if unknown provide items 10 thru 14)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \*6. Prevailing weather conditions \_\_\_\_\_
- \*7. Nature of surrounding area \_\_\_\_\_
- \*8. Who caller is and where located \_\_\_\_\_
- \*9. How and where telephone contact can be re-established with caller or another response party at the scene \_\_\_\_\_

**CHEMTREC COMMUNICATION FORM (CONT.)**

---

**For more detailed assistance or if chemicals are unknown,  
provide as much of the following information as possible:**

- 10. Rail car or truck number \_\_\_\_\_
- 11. Type and condition of container(s) \_\_\_\_\_
- 12. Shipper or manufacturer \_\_\_\_\_
- 13. Carrier \_\_\_\_\_
- 14. Consignee and destination \_\_\_\_\_

**CHEMTREC SHOULD PROVIDE**

Product \_\_\_\_\_

Common Name(s) \_\_\_\_\_

Physical Appearance and Form \_\_\_\_\_

Nature of the product \_\_\_\_\_

**Hazard Information:**

Fire Hazard \_\_\_\_\_

Explosion Hazard \_\_\_\_\_

Health Hazard \_\_\_\_\_

Reaction with water \_\_\_\_\_

Environmental/Pollution Hazards \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CHEMTREC COMMUNICATION FORM (CONT.)**

---

**Immediate Action**

Spill or Leak _____	Fire _____
Flash Point _____	Ignition Temperature _____
Specific Gravity _____	Vapor Density _____

Evacuation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Water Pollution Control \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other Information \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **APPENDIX F**

### **EXAMPLE HAZARDOUS MATERIALS – INCIDENT REPORTS**

The forms shown in this Appendix are used by various Sacramento agencies in order to collect and archive information regarding incidents involving hazardous materials. The following are examples of the Sacramento Metropolitan Fire Department's Hazardous Materials Report, EMD's Incident Response Report, and the City of Sacramento's Hazardous Materials Incident Response Report. In some cases, these forms contain confidential details that may not be available to the public in their entirety. Questions regarding the information contained in these reports should be directed to the responsible agency.

**Sacramento Metropolitan Fire District  
HAZARDOUS MATERIALS  
SITE-SAFETY/INCIDENT ACTION PLAN**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Incident Number \_\_\_\_\_

Incident Location: \_\_\_\_\_ OES Control Number \_\_\_\_\_

**Initial Incident Assessment**

Brief Description of incident: \_\_\_\_\_  
\_\_\_\_\_

<b>Material(s) Involved</b>		
Chemical(s) Believed to be involved: _____	Physical State: _____	Est. of Vol. Released: _____
Associated Hazard(s): _____	Type of Container: _____	Amt. Remaining in Container: _____

**Incident Command Positions**

1. Incident Commander:	2. HAZ-MAT Safety:
3. Operations:	4. Staging:
5. HM Group Supervisor:	6. Technical Reference:
7. Entry Team Leader:	8. Safe Refuge Area Mgr
9. De-Con Team Leader:	10. PIO
11. Site-Access Control Leader:	12. Environmental Management Division
13. Medical Group Supervisor:	14. Law Enforcement

# ENTRY PLAN

Entry Team Leader: \_\_\_\_\_

Entry Team Goal: \_\_\_\_\_

- All personnel operating within the Exclusion (HOT) Zone shall be in Level \_\_\_\_\_ Personal Protective Equipment with \_\_\_\_\_ inner and \_\_\_\_\_ outer gloves.

## Communications

- Tactical Channel for Haz-Mat Incident \_\_\_\_\_
- Tactical Channel for Entry Team \_\_\_\_\_

## Operational Period

Entry Team time "ON AIR" guideline: \_\_\_\_\_ minute SCBA (-) \_\_\_\_\_ walk in (-) \_\_\_\_\_ walk out (-) \_\_\_\_\_ Decon (-) \_\_\_\_\_ work load (10 heavy, 5 mod, 0 light) (-) \_\_\_\_\_ temperature (10 hot, 5 mod, 0 cool) = \_\_\_\_\_ min

*IE: 60 min SCBA – 2 min walk in – 2 min walk out – 5 min Decon – 5 wk load – 10 temp = 31 min "on-air"*

**Time In:** \_\_\_\_\_

**Time Out:** \_\_\_\_\_

Entry Team 1:

Objective / Assignment

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Entry Team 2:

Objective / Assignment

1. \_\_\_\_\_
2. \_\_\_\_\_

- \_\_\_\_\_
- \_\_\_\_\_

Back-Up Team:

Objective / Assignment

1. \_\_\_\_\_
2. \_\_\_\_\_

- \_\_\_\_\_
- \_\_\_\_\_

## Emergency Operations

Hand Signals may be required to communicate, signals shall be as follows:

- One Hand Waving above head = OK (YES)
- One Hand Waving at waist level = NO (NEGATIVE)
- Two Hands Above Head = NEED HELP!

In the event of an emergency, all personnel operating in the Exclusion Zone shall immediately report to the designated "SAFE REFUGE AREA" which is located: \_\_\_\_\_

## **Entry Team Safety**

Entry Team Briefed on Effects of Chemical(s) / Action Plan Reviewed

Safety Officer Briefed on Effects of Chemical(s) / Action Plan Reviewed

EMS Personnel Briefed:  on effects of chemical(s) / Action Plan Reviewed

treatment procedures

medical monitoring procedures  
 review procedures sheet

Pre-entry Physicals Conducted (see attached sheet)

Protective Clothing Determined for specific chemical

Protective suit type & # : \_\_\_\_\_ Last tested date: \_\_\_\_\_

Level of Protection  A  B  C  D

Post-entry Physicals Conducted (see attached sheet)

Post-transport Decon Required for:

Rescuers  Vehicles  Equipment

Receiving Hospital Notified of Decon Requirements and Procedures:

Personnel  isolated area required?

Equipment  isolated area required?

Suit compatibility researched  Uniform removed & Nomax coveralls on

Visual check of protective suit

zippers fully closed  Glove & overbooties

No obvious damage to suit ends taped closed

Double gloves & overbooties used  Respirator checked

## ***DECONTAMINATION PLAN***

De-Con Team Leader \_\_\_\_\_

- All Personnel operating within the Contamination Reduction (Warm) Zone shall be in level \_\_\_\_\_ Personal Protective Equipment with \_\_\_\_\_ inner and \_\_\_\_\_ outer gloves.

De-Con Team Members:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

De-Con Method:

1. Absorption
2. Dilution
3. Discard
4. Neutralization

De-Con Corridor:

- ⇒ Emergency De-Con  
⇒ Gross/ 1 Wash/ Rinse  
⇒ Gross/ 2 Wash/ Rinse

De-Con Solution: \_\_\_\_\_



## ENTRY / DE-CON TEAM PRE/POST VITAL SIGNS

NAME	Age/ Weight	Max Heart Rate	Pulse	B/P	Body Oral Temp.	Pulse after 1 min.	Pulse after 3 min.	B/P	Body Oral Temp.

Personnel exhibiting ANY of the following characteristics shall not be allowed to operate within the EXCLUSION (HOT) or CONTAMINATION REDUCTION (WARM) ZONE!

- Pulse rate in excess of 70% of calculated maximum heart rate, or irregular without history of. Calculated maximum heart rate = 220 minus individuals age.
- Resting heart rate greater than 110bpm. (after 3 min rest)
- A difference of less than 10bpm between the maximum heart rate and the resting heart rate.
- Blood Pressure greater than 150/105 or a 20 or more point deviation from their normal BP
- Respirations rate of greater than 24
- Oral temperature of greater than 99.5 F or less than 97.0 oral
- Loss of greater than 2% pre hydration weight

## PERSONAL PROTECTIVE EQUIPMENT

NAME	SUIT #	BOOT #	GLOVE #	CHEMICAL

**Medical Monitoring Leader Checklist**

Nature Of Incident: \_\_\_\_\_

\_\_\_\_\_

Location: \_\_\_\_\_

Medical Monitoring Leader : \_\_\_\_\_

Medical Monitoring Leader Identified

Medical Monitoring Team Personnel / Assignments

1. \_\_\_\_\_ / \_\_\_\_\_

2. \_\_\_\_\_ / \_\_\_\_\_

3. \_\_\_\_\_ / \_\_\_\_\_

4. \_\_\_\_\_ / \_\_\_\_\_

**Command**

Haz-Mat Group Supervisor: \_\_\_\_\_

Safety Officer-Haz-Mat: \_\_\_\_\_

Operations Sections Chief: \_\_\_\_\_

Decon Team Leader: \_\_\_\_\_

Medical Group Supervisor: \_\_\_\_\_

Command post location: \_\_\_\_\_

## Site Set-up

- Treatment and Triage Site Set-up (patients)
- Location (describe area, should be close to decon): \_\_\_\_\_  
\_\_\_\_\_
- Medical Evaluation Site Set-up (pre-and pst-entry evaluations)  
Location (describe area, should be close to Haz Mat units): \_\_\_\_\_  
\_\_\_\_\_
- Command, Entry, Safety, and Decon Officers Notified of Location
- Medical Evaluation and Treatment Supplies and Equipment Available
- Transport Vehicle Available (one must be an ALS unit)
  - Unit number \_\_\_\_\_
  - Unit number \_\_\_\_\_
  - Unit number \_\_\_\_\_
  - Unit number \_\_\_\_\_
  - Other (helicopter, etc.) \_\_\_\_\_  
\_\_\_\_\_
- Protective Clothing for EMS Personnel Determined
- Level of protection:
- Primary Receiving Hospital Defined  
(Check with Haz-Mat Group Supervisor)
- Receiving Hospital Notified of Decontamination Procedures  
(consult Decon Team Leader for recommendations)

**Chemical Information**

Name(s) of Chemicals Involved (obtained from research)

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

Signs/Symptoms of Exposure and Onset

Chemical(s) name:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

Additional Chemicals Listed in Notes Section

**Medical Treatment**

Exposure Treatment  Protocol

Physician contacted Who? \_\_\_\_\_ Time \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Antidotes

1. \_\_\_\_\_ 3. \_\_\_\_\_

2. \_\_\_\_\_ 4. \_\_\_\_\_

Contraindications

1. \_\_\_\_\_ 3. \_\_\_\_\_

2. \_\_\_\_\_ 4. \_\_\_\_\_

Facility Contacted for Treatment/Antidote Information

Poison control center

Other: \_\_\_\_\_

Facility: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact person: \_\_\_\_\_

Facility: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact person: \_\_\_\_\_

Availability of Drugs / Antidotes Established

Locations: \_\_\_\_\_

\_\_\_\_\_

# WEATHER

Time: \_\_\_\_\_ Wind Speed: \_\_\_\_\_ Wind Direction: \_\_\_\_\_

Temp: \_\_\_\_\_ RH: \_\_\_\_\_ Cloud Cover: Clear - Part - Complete

Inversion: Y – N Ceiling: \_\_\_\_\_ Open Country or Urban Forest

## Identified Chemical(s) Hazard Assessment

Reference: List 3 \_\_\_\_\_

**1)** Chemical Name: \_\_\_\_\_ Shipping/Generic Name: \_\_\_\_\_  
DOT Hazard Class: \_\_\_\_\_ U.N. Number: \_\_\_\_\_ CAS Number: \_\_\_\_\_  
Type of Container: \_\_\_\_\_ Product Form: Gas Liquid Solid (circle one)  
Est. Amount of Product Released: \_\_\_\_\_ Container Volume (Potential): \_\_\_\_\_  
Mfg./Shipper: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Boiling Point: \_\_\_\_\_ Flash Point: \_\_\_\_\_ Ignition Temp: \_\_\_\_\_ IDLH: \_\_\_\_\_  
Heavier / Lighter ----Than Air Heavier / Lighter ----Than Water  
Water Soluble: Yes / No Water Reactive: Yes / No  
Field ID: PH \_\_\_\_\_ Oxidizer: Yes / No Flammability: Yes / No Toxicity: Yes / No

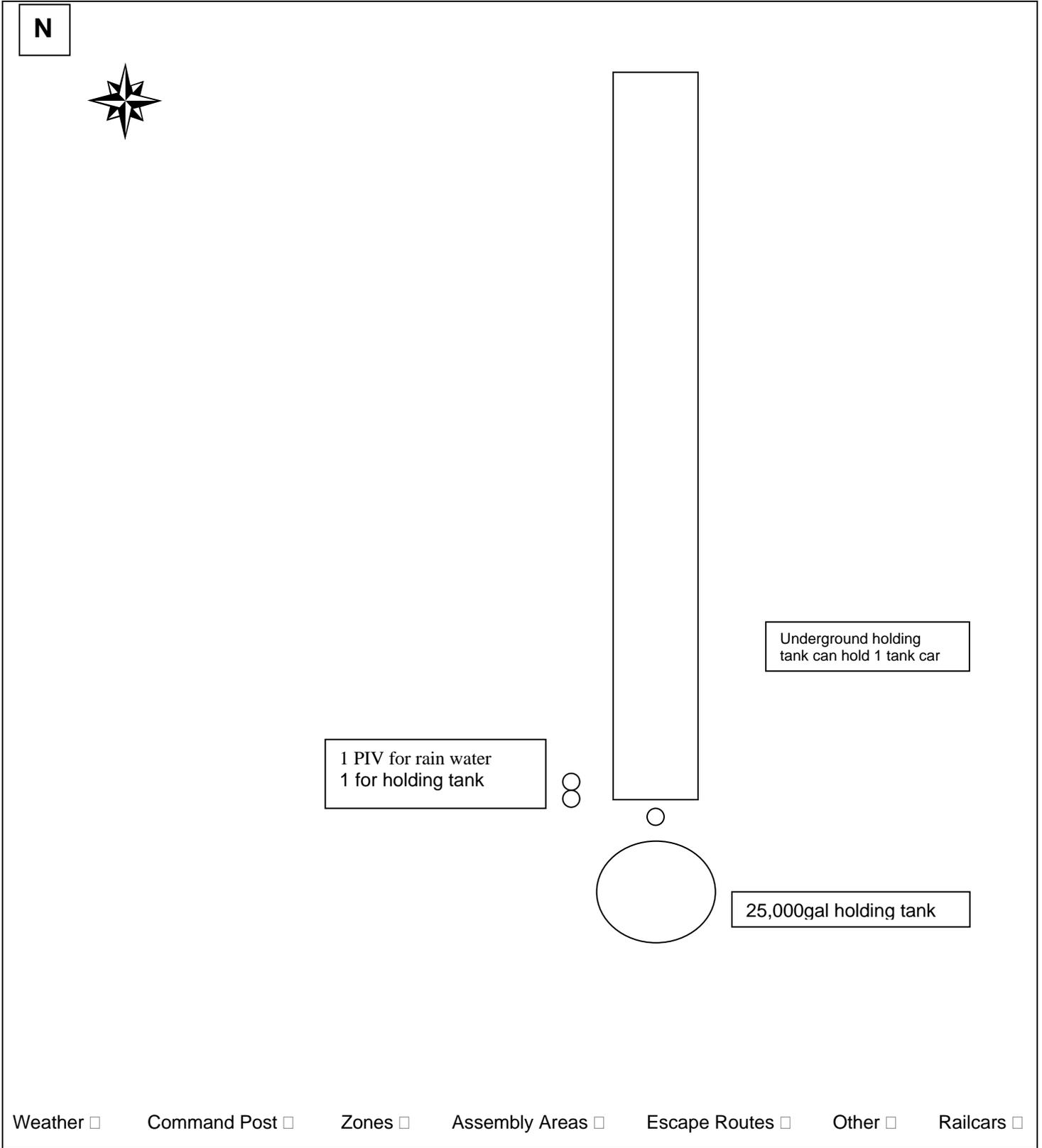
Reference: List 3 \_\_\_\_\_

**2)** Chemical Name: \_\_\_\_\_ Shipping/Generic Name: \_\_\_\_\_  
DOT Hazard Class: \_\_\_\_\_ U.N. Number: \_\_\_\_\_ CAS Number: \_\_\_\_\_  
Type of Container: \_\_\_\_\_ Product Form: Gas Liquid Solid (circle one)  
Est. Amount of Product Released: \_\_\_\_\_ Container Volume (Potential): \_\_\_\_\_  
Mfg./Shipper: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Boiling Point: \_\_\_\_\_ Flash Point: \_\_\_\_\_ Ignition Temp: \_\_\_\_\_ IDLH: \_\_\_\_\_  
Heavier / Lighter ----Than Air Heavier / Lighter ----Than Water  
Water Soluble: Yes / No Water Reactive: Yes / No  
Field ID: PH \_\_\_\_\_ Oxidizer: Yes / No Flammability: Yes / No Toxicity: Yes / No

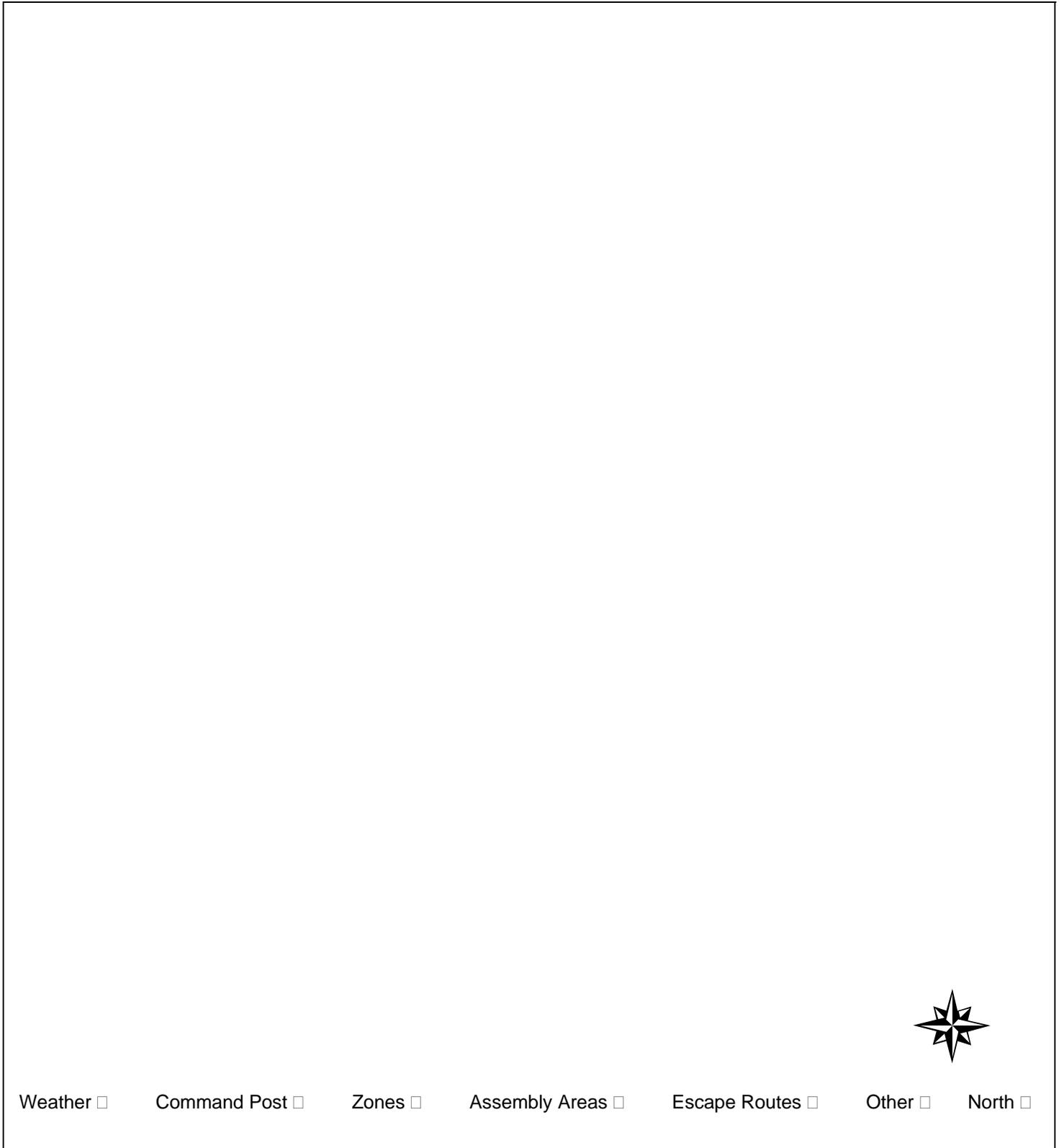
Reference: List 3 \_\_\_\_\_

**3)** Chemical Name: \_\_\_\_\_ Shipping/Generic Name: \_\_\_\_\_  
DOT Hazard Class: \_\_\_\_\_ U.N. Number: \_\_\_\_\_ CAS Number: \_\_\_\_\_  
Type of Container: \_\_\_\_\_ Product Form: Gas Liquid Solid (circle one)  
Est. Amount of Product Released: \_\_\_\_\_ Container Volume (Potential): \_\_\_\_\_  
Mfg./Shipper: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Boiling Point: \_\_\_\_\_ Flash Point: \_\_\_\_\_ Ignition Temp: \_\_\_\_\_ IDLH: \_\_\_\_\_  
Heavier / Lighter ----Than Air Heavier / Lighter ----Than Water  
Water Soluble: Yes / No Water Reactive: Yes / No  
Field ID: PH \_\_\_\_\_ Oxidizer: Yes / No Flammability: Yes / No Toxicity: Yes / No

# SITE MAP U.P.R.R. HAZ-MAT TRACK



# SITE MAP



Weather

Command Post

Zones

Assembly Areas

Escape Routes

Other

North

## **INCIDENT DE-BRIEF**

\_\_\_\_\_ Chemicals were involved in this incident. Common signs and symptoms \_\_\_\_\_ Any personnel who believe they may have been exposed to or contaminated by a substance involved shall complete a fire department exposure report and notify the Supervisor Immediately.

### **Incident Termination**

The completed Site-Safety Plan, as well as all other supporting documentation completed by those assigned ICS Positions, shall be forwarded to the Incident Commander. The IC will utilize the information for the Incident report, then forward the documentation to the HAZ-MAT BC.

### **Incident Evaluation**

All personnel involved in this incident are encouraged to send an informal summary evaluation of the incident to the HAZMAT Captain via e-mail within one week. Please include "Lessons Learned" both good and bad. This information will be use to compile an "Incident Evaluation".

**END OF SHORT SITE SAFETY PLAN**

# GEOGRAPHIC (SITE) HAZARD INFORMATION

Waterway at Risk

\_\_\_\_\_

With any significant release, notify Regional Water Quality Control Board @ 255-3000

School or Public Assembly at Risk

\_\_\_\_\_

for any Haz-Mat within ¼ mile of a school, the School Superintendent must be notified.

Transportation Route at Risk

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Private property

Responsible: \_\_\_\_\_

Authority/Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Air Quality Risk (Plume)

\_\_\_\_\_

## Notification of Other Agencies

State Warning Center: (800) 852-7550

Spoke with: \_\_\_\_\_ Notified @ \_\_\_\_\_ hrs ETA: \_\_\_\_\_

Sacramento County Office of Emergency Services (OES): (916) 874-4670

Spoke with: \_\_\_\_\_ Notified @ \_\_\_\_\_ hrs ETA: \_\_\_\_\_

Sacramento County Environmental Health Department: (916) 875-8550

Spoke with: \_\_\_\_\_ Notified @ \_\_\_\_\_ hrs ETA: \_\_\_\_\_

California Department of Fish and Game: (916) 324-9829

Spoke with: \_\_\_\_\_ Notified @ \_\_\_\_\_ hrs ETA: \_\_\_\_\_

California EPA Toxic Substance Control: (916) 255-3545

Spoke with: \_\_\_\_\_ Notified @ \_\_\_\_\_ hrs ETA: \_\_\_\_\_

United States Coast Guard National Response Center: (800) 424-8802

Spoke with: \_\_\_\_\_ Notified @ \_\_\_\_\_ hrs ETA: \_\_\_\_\_

United States Environmental protection agency spill notification: (800) 424-8802

Spoke with: \_\_\_\_\_ Notified @ \_\_\_\_\_ hrs ETA: \_\_\_\_\_

California Highway Patrol

City/County Water Departments

Placer County Sheriffs Department

City/County Waste Water Department

City Police Department

\_\_\_\_\_

CALTRANS

\_\_\_\_\_

# MEDICAL PLAN

Medical Group Leader: \_\_\_\_\_

ALS Ambulance Provider: \_\_\_\_\_

AMB. Requested @ \_\_\_\_\_ AMB. Arrived@ \_\_\_\_\_ AMB. Personnel Briefed @ \_\_\_\_\_

AMB Unit/Personnel: \_\_\_\_\_

Receiving Hospital: \_\_\_\_\_

Hosp. Pre-Alerted @ \_\_\_\_\_ Spoke With: \_\_\_\_\_

Hosp. Notified of Termination of Incident @ \_\_\_\_\_ Spoke With: \_\_\_\_\_

## Emergency Room Numbers

- Sutter Rsvl. Med. Ctr. (916) 781-1800
- Sutter Auburn (530) 823-5860
- Kaiser North (916) 973-6626
- Kaiser Roseville (916) 784-5380
- Sutter General (916) 733-3003
- Mercy San Juan (916) 537-5121
- UCD Medical Center (916) 734-3790
- Poison Control Cntr. (800) 342-9293

**END OF METRO FIRE HAZARDOUS MATERIALS  
SITE-SAFETY/INCIDENT ACTION PLAN**

## EXAMPLE OF EMD HAZARDOUS MATERIALS INCIDENT REPORT

**COUNTY OF SACRAMENTO • ENVIRONMENTAL MANAGEMENT DEPARTMENT • HAZARDOUS MATERIALS DIVISION**  
 8475 Jackson Road Suite 230 • Sacramento, CA 95826 • Phone (916) 875-8550 • FAX (916) 875-8513

HAZARDOUS MATERIALS INCIDENT REPORT					TELE #:	REPORT #:
<b>RECEIPT INFO:</b>	DATE REC'D:	TIME REC'D:	BY:	ASSIGNED TO:	<input type="checkbox"/> DTSC Referral	
<b>DATE:</b>	DATE OF OCCURRENCE:		TIME ARRIVED:	TIME CLEARED:		
<b>TYPE:</b>	<input type="checkbox"/> Incident/Emergency		<input type="checkbox"/> Complaint	<input type="checkbox"/> UST Unauth. Release Report	<input type="checkbox"/> Prop 65 Report	<input type="checkbox"/> Stand-by Call
<b>LOCATION:</b>	ADDRESS:		CITY:		ZIP CODE:	
	BUSINESS NAME (if Applicable):					PHONE #:
<b>REPORTING PARTY:</b>	NAME:		<input type="checkbox"/> Anon/Unknown		<input type="checkbox"/> Agency:	
	ADDRESS:		CITY:	ZIP CODE:	PHONE #:	
<b>INITIAL INCIDENT REPORT / COMPLAINT:</b>	DESCRIBE:					
<b>ACTION TAKEN:</b>	DESCRIBE:					
<b>RESPONSIBLE PARTY / SUSPECT INFO:</b>	NAME:		<input type="checkbox"/> Responsible Party		<input type="checkbox"/> Suspect <input type="checkbox"/> None / Unavailable	
	ADDRESS:		CITY:	ZIP CODE:	PHONE #:	
<b>CHEMICAL:</b>	CHEMICAL NAME:		AMOUNT:	PHYSICAL STATE:		
	<input type="checkbox"/> Not Hazardous		<input type="checkbox"/> Gal <input type="checkbox"/> Lbs <input type="checkbox"/> Ft <sup>3</sup>	<input type="checkbox"/> Liquid <input type="checkbox"/> Solid <input type="checkbox"/> Gas <input type="checkbox"/> Sludge		
HAZARDOUS PROPERTY:						
<input type="checkbox"/> Combustible <input type="checkbox"/> Flammable <input type="checkbox"/> Toxic <input type="checkbox"/> Corrosive <input type="checkbox"/> Reactive <input type="checkbox"/> Irritant <input type="checkbox"/> Radioactive <input type="checkbox"/> Explosive <input type="checkbox"/> Unk. <input type="checkbox"/> None						
<b>ENVIRONMENT:</b>	ENVIRONMENT THREATENED OR AFFECTED:					
<input type="checkbox"/> Storm Drain <input type="checkbox"/> Sewer <input type="checkbox"/> Creek / River <input type="checkbox"/> Air <input type="checkbox"/> Other:						
<b>PUBLIC HLTH:</b>	IS SUBSTANTIAL INJURY TO PUBLIC HEALTH LIKELY? <input type="checkbox"/> Yes <input type="checkbox"/> No			IF YES, NUMBER OF PERSONS AFFECTED:		
<b>INCIDENT CAUSE:</b>	<input type="checkbox"/> Accident <input type="checkbox"/> Intentional <input type="checkbox"/> Abandonment <input type="checkbox"/> Vehicle Accident <input type="checkbox"/> Drug Lab					<b>ENTERED:</b>
	<input type="checkbox"/> Threatened Release <input type="checkbox"/> Other: _____					
<b>CLEAN UP:</b>	<input type="checkbox"/> No Further Action/Cleaned Up By: _____ <input type="checkbox"/> Pending Clean Up By: _____					<b>UPDATED:</b>
<b>NOTIFICATION / ON-SCENE RESPONDENTS:</b>	<input type="checkbox"/> HMRT: _____		<input type="checkbox"/> Sheriff/Police/CHP		<input type="checkbox"/> Fire Dept: _____	
	<input type="checkbox"/> Public Works: _____		<input type="checkbox"/> Fish & Game		<input type="checkbox"/> Code Enforcement	
	<input type="checkbox"/> Env. Health		<input type="checkbox"/> Cal Trans		<input type="checkbox"/> Other: _____	
Outside Agency Report #s: _____						<b>COMPLAINT NUMBER#</b>
HAZARDOUS MATERIALS SPECIALIST:		DATE:		SUPERVISOR'S INITIALS:		
						<input type="checkbox"/> BILL

WHITE - FILE    YELLOW - BINDER    PINK - FILE MANAGER    10/20/2009/W:\DATA\FORMS\ARCHIVE\HMD\IR\2004 INCIDENT REPORT.DOC

**City of Sacramento  
Hazardous Materials Incident Response Report**

.....  
Report Prepared By:

Date of Report Preparation:

Date of Incident:

Time of Incident:

Initial Report of Incident Received From (who, what, where, when, how, phone number):

**County Responder Information**

Name	Organization	Office Phone No.	Cell Phone No.

**City Responder Information**

Name	Organization	Office Phone No.	Cell Phone No.

Description of Incident (who, what, where, when, why):

Who:

What:

Where:

When:

Why:

Haz Cat results (from Fire Department or County) (include who did the testing and a hard copy of any results):

Billing Information (name, address and phone number):

**City of Sacramento**  
**Hazardous Materials Incident Response Report**  
 page 2 of 2

**Response Action(s) Taken (who, what, where, when):**

**Reports to Regulatory Agency(ies)(include time, whom you spoke with and what they advised):**

Organization	Contact Name and Title	Phone Number	Comments

**Follow-up Required (what, by whom and due date):**

- 1.
- 2.
- 3.
- 4.

**Chain-of-Custody for Haz Mat Scene**

	Printed Name	Signature	Organization or Department	Date	Time
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

**Notes:**

**APPENDIX G**

**PROCEDURES FOR USE OF STATE EMERGENCY  
RESERVE ACCOUNT**

## PROCEDURES FOR USE OF STATE EMERGENCY RESERVE ACCOUNT

### (A) General

Section 25354, California Health and Safety Code, authorizes the disbursement of funds from the California Environmental Protection Agency (CAL EPA), Department of Toxic Substances Control, (DTSC) Emergency Reserve Account (ERA). CAL EPA may expend funds available in the Reserve Account for the purpose of taking corrective action necessary to remedy or prevent an imminent emergency resulting from a fire or explosion of, or human exposure to, hazardous substances. This includes "midnight dumping" of barrels or discharges of fluids; spill situations without a responsible party or other actions needed to prevent potential emergencies (e.g. fencing, guard service, sampling, or immediate remedial measures for dangerous sites with uncooperative responsible parties). In some instances, emergency response associated with illegal drug laboratory wastes is eligible for funding.

Verification of hazards and utilization of emergency reserve account funds are the joint responsibility of the County Office of Emergency Services and the Environmental Management Department (EMD). EMD works jointly with CAL EPA in overseeing corrective actions and the work of cleanup contractors.

Prior authorization for funding is a must, and no retroactive payments are made by the state.

### (B) Criteria for Requesting Funds

Before requesting assistance, local agencies should determine:

1. If the material is a hazardous substance.
2. The quantity released or spilled.
3. The hazard characterization (the substance should be identified to show toxicity, demonstrate a pH of greater than 12.5 or less than 2, be reactive, or flammable).
4. Location of the incident relative to waterways, the public, and sensitive environmental areas.
5. Whether the property is publicly or privately owned (areas under the control of state or federal agencies will not usually be eligible for funding).
6. That potential responsible party or alternative funding is not available.

(C) **Special Conditions for Use of State Funds**

1. ALL INCIDENTS MUST BE REPORTED TO DTSC IN ADVANCE OF FUNDS BEING OBLIGATED AND THE DTSC DUTY OFFICER IS THE ONLY PERSON THAT CAN AUTHORIZE A CONTRACTOR TO RESPOND.
2. In instances where hazardous wastes have been abandoned on property where the owner is clearly not the perpetrator and the wastes do not have an identifiable owner, state funding may be requested.
3. Funding for drug laboratory waste cleanup will only be approved when such wastes are found abandoned in an area accessible to the public or are associated with a clandestine drug laboratory in an area accessible to the public. Cleanup of materials found associated with planned law enforcement action, including contaminated appurtenances, will not be financed by DTSC if such materials can be secured as evidence or from public access.
4. In emergencies with a responsible party who is willing to be accountable, but the cleanup contractors will not do the work because of questionable credit histories, the responsible party may be backed up by the assurance of ERA funding in the event of failure to pay.
5. Potentially dangerous situations involving uncooperative responsible parties may be stabilized by the state to prevent emergencies.
6. Cleanup of the following materials involved in incidents will not be funded unless special circumstances exist which are determined by DTSC to represent a significant threat to human health (e.g., larger volumes or the presence of PCB's confirmed by laboratory analysis):
  - Waste oil
  - Diesel fuel
  - Fuel tank spills from vehicular accidents
  - Radioactive waste
  - Infectious waste
  - Latex paint
  - Household hazardous materials
7. Properties owned by the Federal Government or by the State of California will not be eligible for funding. The specific agency in control of the property will bear responsibility for the cleanup unless a clear emergency exists which the responsible agency is unable to address in a proper and timely manner. In remote areas or other instances where ownership is uncertain, the ERA may be used if a delay to verify ownership would create an endangerment.
8. Releases on state highways or within state highway right-of-ways will be handled by the California Department of Transportation (CALTRANS).

Reports of such releases should be addressed to OES who will in turn notify CALTRANS.

**(D) To Request Funding**

Contact the County Office of Emergency Services (through Communications), or the Governor's Office of Emergency Services 24-hour toll free number (800) 852-7550, and request that the Warning Control Officer contact the on-call Duty Officer in the CAL EPA, Department of Toxic Substance Control to seek approval for assistance from the reserve account. The Duty Officer will contact the local agency making the request as soon as he/she is notified.

**(E) Reporting Requirements**

1. As a condition of receiving funding, requesting agencies must complete an "Emergency Response Incident Report" and the "Cleanup Work log" (see attached). Manifests, contractor's service orders, and photographs must also be submitted.
2. Responsible party information collected during or after the incident investigation has been completed must be submitted to the state.
3. Responsible party information may include the names and addresses of property leaseholders, property owners, assessor parcel numbers, vehicle licenses or identification numbers, names of registered owners and driver's license numbers.
4. Other details that may be available at the scene of an incident and need to be reported include the following:
  - names affiliations of other agency personnel responding to the incident.
  - names/address of witnesses
  - container label information
  - container label information
  - bills of lading
  - other evidence, e.g. cancelled checks, old letters and/or medical prescriptions.

## CLEANUP WORK LOG

Parties of Cleanup:					
Contractor:					
Contractor's Representative:					
Time of Contractor Arrival:			Time of Equipment Arrival:		
Description of Extent of Contamination:					
Soil:					
Water:					
Air:					
Other:					
Description of Cleanup Procedures Used:					
Equipment Utilized			Labor Utilized		
Description	Time		Job Classification	Time	
	Arrive	Depart		Arrive	Depart

Materials Utilized		Materials Utilized	
Description	Number of Units	Description	Number of Units

(Use additional sheets for the above information **IF** needed.)

Quantity of Hazardous Materials Removed (Identification procedures. Lab results if available):	
Registered Hauler Utilized:	Hauler Number:
Material Transported To:	Manifest Number:
Time and Date Job Was Completed:	
Current Status of Site:	
Reported By:	Agency:

## EMERGENCY RESPONSE INCIDENT REPORT

State Duty Officer:	ERER#:
Date of Incident:	Time:
Descriptive Location:	
Address:	Zip:
Description of Incident:	
Substances Released:	

If a Department of Health Services Contractor is not used, complete the information in this box.

Estimated Cost of Cleanup: \_\_\_\_\_  
 Contractor Utilized: \_\_\_\_\_  
 Justification of Contractor Choice: \_\_\_\_\_  
 Justification of Contractor Choice: \_\_\_\_\_

Quantity:		
Characteristics of Released Substance(s):		
<b>RESPONSIBLE PARTY</b>		
<b>NAME</b>	<b>ADDRESS</b>	<b>PHONE #</b>


Description of initial Mitigation Measurer (evacuation, crowd control, substance identification):	
Reported by:	Title:
Agency:	
<i>I certify that this release or spill required immediate corrective action necessary to remedy or prevent an emergency resulting from a fire or an explosion of, or human exposure to hazardous substance.</i>	
	Signature:
	Agency:

## **APPENDIX H**

### **RECORD OF REVISIONS AND AREA PLAN DISTRIBUTION LIST**

The first Notice of Revision to the Sacramento County 2003 Area Plan was mailed out in February of 2007. Each of the agencies identified on the following table were given copies of the 2003 Area Plan and asked to submit comments and/or suggested changes. The updated Area Plan was completed in September 2007. Sacramento County is mandated by law to revise the Area Plan every three years. Any revisions to the Plan prior to the 2010 review date will be identified in this section.

Any changes, updates or corrections that are required prior to the 2010 review date should be forwarded to:

Heather Tanner  
Environmental Specialist III  
Sacramento County EMD  
8475 Jackson Road, Suite #230  
Sacramento, CA 95827  
(916) 875-8477  
tannerh@saccounty.net

## AREA PLAN DISTRIBUTION CONTACT LIST

LOCAL PARTICIPANTS	
<b>Elk Grove Community Svcs. District Fire Dept.</b> Steve Foster, Fire Chief (405-7100) 8820 Elk Grove Blvd., Elk Grove, Ca 95624	<b>City of Folsom Fire Dept.</b> Eric Dutton, Fire Chief 48 Natoma St., Folsom, CA 95630
<b>Galt Fire Protection District</b> James Templeton, Fire Chief (209-743-1001) 208 A St., Galt, CA 95632	<b>Isleton Fire Protection District</b> George Apple, Fire Chief PO Box 716, Isleton, CA 95641
<b>Sacramento Metro Fire District</b> Don Mette, Fire Chief (566-4000) 2101 Hurley Way, Sacramento, CA 95825	<b>Wilton Fire Protection District</b> Tom Dark, Fire Chief (687-6920) 900 Dillard Road, Wilton, CA 95693
<b>Herald Fire Protection District</b> Glen Hendrickson, Fire Chief PO Box 52, Herald, CA 95638	<b>Courtland Fire Protection District</b> Stan Eddy, Fire Chief (775-1210) PO Box 163, Courtland, CA 95615
<b>Walnut Grove Fire Protection District</b> Joe Sanchez, Fire Chief PO Box 41, Walnut Grove, CA 95690	<b>Delta Fire Protection District</b> Mark Nelson, Fire Chief (374-2233) 350 Main St., Rio Vista, CA 94571
<b>Sac City Haz Mat Coordinators</b> Rick Vasquez, Rodney Tatakishi (264-1958) 3230 J St., Sacramento, Ca 95816	<b>Sacramento City Fire Department</b> Forrest Adams, Fire Chief 5770 Freeport Blvd., Suite #200, Sacramento, CA 95822
<b>Sacramento County Operations (OES)</b> Rick Martinez (874-4670) 711 G. St., Room 209A, Sacramento, CA 95814	<b>County Communications (MC #60-008)</b> Jim Campbell (875-6900) 3700 Branch Center, Sacramento, CA 95827
<b>County PW – Water Resources</b> Ken Ballard (874-4680) MC #01-301	<b>County PW – Water Quality (MC 60-008)</b> Glen Del Sarto (875-6554) 9660 Ecology Lane, Sacramento, CA 95827
<b>County Ag Department</b> Julie Jensen (875-6603) 4137 Branch Center, Sacramento, CA 95827	<b>Sacramento Metro Air Quality Mngmt District (SMAQMD)</b> Kevin Leonard 777 12 <sup>th</sup> St., 3 <sup>rd</sup> Floor, Sacramento, Ca 95814
<b>County Health Dept.</b> Dr. Karen Tait 7001-A E. Parkway #600A, Sacramento, CA 95823	

## AREA PLAN DISTRIBUTION CONTACT LIST

LAW ENFORCEMENT	PUBLIC WORKS
<p><b>Sacramento City Police Department</b> (264-5471) 5770 Freeport Blvd., #100, Sacramento, CA 95822</p>	<p><b>City Public Works – Risk Management</b> Laura Fisher (433-2276) 5730 24<sup>th</sup> St., Bldg #1, Sacramento, CA 95822</p>
<p><b>City of Elk Grove Police Department</b> Edwin Flint, Chief 9250 Bond Road, Elk Grove, CA 95624</p>	<p><b>City of Elk Grove, Public Works</b> 8401 Laguna Palms Way, Elk Grove, Ca 95758</p>
<p><b>City of Citrus Heights Police Department</b> Henry Serrano, Chief 6237 Fountain Square Drive, Citrus Heights, CA 95621</p>	<p><b>Citrus Heights Operations &amp; Maintenance Dept.</b> Paul Elwood (727-4770) 6237 Fountain Square Drive, Citrus Heights, CA 95621</p>
<p><b>City of Folsom Police Department</b> 46 Natoma Street Folsom, CA 95630</p>	<p><b>City of Folsom, Haz Mat Division</b> Darin Ajax (355-8361) 50 Natoma St., Folsom, CA 95630</p>
<p><b>Sacramento County Sheriff</b> Cpt. Larry Saunders (977-1819) 300 Fulton, Sacramento, CA 95821</p>	<p><b>County PW – Transportation</b> Jeff Welchman (875-5125) MC #71-003</p>
<p><b>City of Rancho Cordova Police Department</b> 10361 Rockingham Drive Sacramento, CA 95827</p>	
STATE PARTICIPANTS	
<p><b>California Highway Patrol (CHP)</b> 11336 Trade Center Drive PO Box 640, Rancho Cordova, Ca 95741</p>	<p><b>CA Department of Fish &amp; Game</b> Carol Ozz/Paul Hamilton 1416 9<sup>th</sup> St., Sacramento, CA 95814</p>
<p><b>Inland Region HQ, OES</b> Mike Warren 3650 Schriever Ave., Mather, CA 95655</p>	<p><b>Cal Trans</b> Janeen Rich (263-3257) 3940 Rosin Ct., Sacramento, CA 95834</p>
<p><b>State Water Resources Control Board (SWRCB)</b> Water Quality Stanley Martinson, Chief 1001 I St., PO Box 100, Sacramento, Ca 95814</p>	<p><b>Dept. of Water Resources (DWR)</b> Thomas Hannigan, Director PO Box 942836, Sacramento, Ca 94236</p>
<p><b>California Air Resources Control Board (CARB)</b> Jim Ryden, Division Chief, Enforcement Division HQ Building, 1001 I Street PO Box 2815, Sacramento, CA 95812</p>	<p><b>Department of Industrial Relations (DIR)</b> Office of the Director 455 Golden Gate Ave., San Francisco, CA 94102</p>
<p><b>Department of Pesticide Regulations (DPR)</b> Eric Smith (372-6892) 3050 Beacon Blvd., #103, W. Sacramento, CA 95691</p>	<p><b>Dept. of Health Services</b> Emergency Preparedness Office (EPO) Patricia Felton, Asst. Dpty Directory 601 N. 7<sup>th</sup> St., Sacramento, Ca 95814</p>

## AREA PLAN DISTRIBUTION CONTACT LIST

PRIVATE SECTOR	
<b>American Red Cross – Emergency Svcs.</b> Rick Neville, Director ES (368-3146) 8928 Volunteer Lane, Sacramento, CA 95826	<b>CA National Guard</b>

## **APPENDIX I**

### **HAZARDOUS MATERIALS EMERGENCY RESPONSE GLOSSARY OF STANDARDIZED TERMS AND ACRONYMS**

## **HAZARDOUS MATERIALS EMERGENCY RESPONSE GLOSSARY OF STANDARDIZED TERMS AND ACRONYMS**

**ABATEMENT** - The actions taken to reduce the amount, degree of the hazard, or intensity of the release or threatened release of a hazardous material.

**ABSORBENT MATERIAL** - A material designed to pick up and hold liquid hazardous material to prevent contamination spread.

**ABSORPTION** - 1) The process of absorbing or “picking up” a liquid hazardous material to prevent enlargement of the contaminated area; 2) Movement of a toxicant into the circulatory system by oral, dermal, or inhalation exposure.

**ACCEPTABLE RISK** - A risk judged to be outweighed by corresponding benefits or one that is of such a degree that it is considered to pose minimal potential for adverse effects.

**ACCESS CONTROL POINT** - The point of entry and exit that regulates traffic to and from control zones.

**ACGIH** - See American Conference of Governmental Industrial Hygienists.

**ACID** - A hydrogen-containing corrosive material that reacts with water to produce hydrogen ions; a proton donor.

**ACUTE EFFECT** - An adverse action on a human or animal, generally after a single significant exposure, which may be mild or severe. (See Chronic Effect.)

**ACUTE EXPOSURE** - Exposure that is short in duration.

**ACUTE RELEASE** - Release of a hazardous material that is short in duration.

**ACUTE TOXICITY** - Any harmful effect produced by a single short-term exposure that may result in severe biological harm or death.

**ADJUVANT** - A substance used in pesticide formulation to aid its action. (Also used in the manufacture of drugs.)

**ADMINISTERING AGENCY (AA)** - The designated unit of a county or city tasked to administer the local implementation of the State and Federal hazardous material emergency planning and community right-to-know programs. Also known as Certified Uniform Program Agencies (CUPAs).

**ADSORPTION** - Process of adhering to a surface.

**AEROSOLS** - Liquid droplets, or solid particles dispersed in air, that are of fine enough particle size (0.01 to 100 microns) to remain dispersed for a period of time.

**AFTER ACTION REPORT** - A post-incident analysis report generated by a responsible party or responding agency after termination of a hazardous material incident describing actions taken, materials involved, impacts, etc.

**AGENCY SPECIFIC PLAN** - An emergency plan written by and addressing an individual agency's response actions, capabilities and resources.

**AIHA** - See American Industrial Hygiene Association.

**AIRBORNE POLLUTANTS** - Contaminants that are carried/released into the atmosphere or air.

**AIR MODELING** - Mathematical models used to predict movement and concentrations of chemicals in the atmosphere.

**AIR MONITORING** -To measure, record, and/or detect pollutants in ambient air.

**AIR PURIFYING RESPIRATORS (APR)** - Personal Protective Equipment; a breathing mask with specific chemical cartridges designed to either filter particulates or absorb contaminants before they enter the worker's breathing zone. They are intended to be used only in atmospheres where the chemical hazards and concentrations are known.

**AIR PURIFYING RESPIRATOR - POWERED** - An APR with a portable motor to force air through the filtering/purifying cartridges for use only in atmospheres where the chemical hazards and concentrations are known.

**AIR QUALITY MANAGEMENT DISTRICT** - A local/regional air pollution agency responsible for regulation and monitoring of air quality.

**ALKALI** - A hydroxide containing (-OH) corrosive material that is soluble in water, neutralizes acids, and is irritating or destructive to tissue.

**AMBIENT AIR QUALITY** - Quality of the surrounding atmosphere or circulating air.

**AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS (ACGIH)** - A professional society of persons responsible for full-time industrial hygiene programs, who are employed by official governmental units. Its primary function is to encourage the interchange of experience among governmental industrial hygienists, and to collect and make available information of value to them. ACGIH promotes standards and techniques in industrial hygiene, and coordinates governmental activities with community agencies.

**AMERICAN INDUSTRIAL HYGIENE ASSOCIATION (AIHA)** - An organization of professionals trained in the recognition and control of health hazards and the prevention of illness related thereto. It promotes the study and control of environmental factors affecting the health of industrial workers, and provides information and communication services pertaining to industrial hygiene.

**AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)** - The Institute serves as a clearinghouse for nationally coordinated voluntary safety, engineering and industrial standards developed by industrial firms, trade associations, technical societies, consumer organizations, and government agencies.

**AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)** - The Society establishes voluntary consensus standards for materials, products, systems, and services. Sponsors research projects, develops standard test methods, specifications, and recommended practices now in use.

**ANHYDROUS** - Free from water, dry.

**AREA PLAN** - A document established to facilitate emergency response to a release or threatened release of a hazardous material within a city or county. (California Health and Safety Code, Section 25503, Chapter 6.95)

**ASBESTOS** - A silicate of calcium or magnesium mineral, the friable form occurring in threadlike fibers; noncombustible and a nonconductor of electricity; a known carcinogen.

**ASBESTOSIS** - A disease of the lungs caused by the inhalation of fine airborne fibers of asbestos.

**ASPHYXIAN** - A vapor or gas that can cause unconsciousness or death by suffocation (lack of oxygen).

**ASSESSMENT** - The process of determining the nature and degree of hazard of a hazardous material or hazardous materials incident.

**ASSISTING AGENCIES** - Any agency that assists the jurisdictional agency at the scene of a hazardous materials incident by providing a service or support not within the immediate responsibility or capability of the agency having jurisdiction. (Sacramento Fire Department HMRT)

**ASSOCIATION OF AMERICAN PESTICIDE CONTROL OFFICIALS, INC.** - This association consists of officials charged by law with active execution of the laws regulating the sale of economic poisons, and of deputies designated by these officials employed by State, Territorial, dominion, or Federal agencies.

**ASSOCIATION OF AMERICAN RAILROADS** - A central coordinating and research agency of the American railway industry.

**AUTHORITY HAVING JURISDICTION** - 1) Provides for the position of Incident Commander at the scene of a hazardous materials incident occurring within their jurisdictional authority boundaries. 2) The organization, office, or individual responsible for approving the equipment, an installation, or a procedure. (NFPA)

**BASE (CHEMICAL)** - A hydroxide containing (-OH) corrosive material that when in a water solution is bitter, more or less irritating, or caustic to the skin.

**BASE (ICS)** - The location at which the primary logistics functions are coordinated and administered. The ICS may be collocated with the ICP.

**BIOASSAY** - Determination of the relative strength and toxicity of a substance (such as a drug) by comparing its effect on a test organism with that of a standard preparation.

**BIOACCUMULATION** - Absorption and storage of toxic chemicals from the environment in an organism, usually in body fat.

**BIOHAZARD** - Infectious agents presenting a risk or potential risk to living organisms, either directly through infection or indirectly through disruption of the environment.

**BIOHAZARD AREA** - Any area in which work has been, or is being performed, with infectious agents or materials.

**BIOLOGICAL AGENTS** - Biological materials those are capable of causing acute or long-term damage to living organisms. (NFPA 1990, 1-3)

**BIOLOGICAL HALF-LIFE** - The time required for a living organism to eliminate half of a substance which it takes in.

**BIOLOGICAL TREATMENT** - A process by which waste is rendered less hazardous, or is reduced in volume, by relying on the action of microorganisms.

**BLASTING AGENT** - A material designed for blasting which has been tested and found to be so insensitive that there is very little probability of accidental initiation to explosion or of transition from deflagration to detonation.

**BOILING LIQUID EXPANDING VAPOR EXPLOSION (BLEVE)** - A container failure with a release of energy, often rapidly and violently, which is accompanied by a release of gas to the atmosphere and propulsion of the container or container pieces due to an overpressure rupture.

**BOOM** - A floating physical barrier serving as a continuous obstruction to the spread of a contaminant.

**BOOTIE** - A sock like over-boot protector worn to minimize contamination.

**BREAKTHROUGH TIME** - The elapsed time between initial contact of the hazardous chemical with the outside surface of a barrier, such as protective clothing material, and the time at which the chemical can be detected at the inside surface of the material.

**BREATHING ZONE AIR SAMPLE** - A sample collected in the breathing area of a worker to assess exposure to airborne contaminants.

**BUDDY SYSTEM** - A system of organizing employees into work groups in such a manner that each employee of the work group is designated to be observed by at least one other employee in the work group. [8 CCR 5192 (a)(3)]

**BUFFER ZONE** - The area of land that surrounds a hazardous waste facility on which certain usages and activities are restricted to protect the public health and safety, and the environment from existing or potential hazards caused by the migration of hazardous waste.

**BUREAU OF ALCOHOL, TOBACCO AND FIREARMS (ATF)** - The Federal bureau that enforces and administers firearms and explosive laws, as well as those covering the production, use and distribution of alcohol and tobacco products.

**BUSINESS PLAN** - A written plan and inventory developed by a business for each facility, site, or branch that provides emergency response guidelines for a release of hazardous materials meeting the requirements of H&SC 25504.

**CALIFORNIA ACCIDENTAL RELEASE PREVENTION PROGRAM (CalARP)** - The California Accidental Release Prevention (CalARP) Program is the federal Accidental Release Prevention (ARP) Program with some state specific requirements. On January 1, 1997, Chapter 6.95, Sections 25531 to 25545.3 HSC repealed statutes for California's former Risk Management and Prevention (RMPP) Program and mandated the new CalARP program.

**CALIFORNIA AIR RESOURCES BOARD (ARB)** - The State board that enforces and implements California and Federal air pollution control laws.

**CALIFORNIA DEPARTMENT OF FISH AND GAME (DFG)** - The State department which enforces provisions of the State Fish and Game Code that prohibits pollution of habitats, waters and ocean waters; and acts as the State Liaison Officer at major off highway hazardous materials incidents.

**CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CDF)** - A State resources department that protects unincorporated lands from wildfire and responds to public safety emergencies.

**CALIFORNIA DEPARTMENT OF HEALTH SERVICES (DHS)** - The State department containing the Radiological Health Branch, Office of Drinking Water and Office of Risk Assessment in addition to medical and health services.

**CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC)** - The State department responsible for regulation of storage, transport, treatment, and disposal of hazardous waste; and oversight of remediation and long-term clean up of sites contaminated with hazardous substance.

**CALIFORNIA DEPARTMENT OF TRANSPORTATION (Caltrans)** - The State department responsible for planning, designing, constructing, operating, and maintaining the State's highway system. It will ensure, in cooperation with other public and private agencies, the identification and containment of hazardous materials and restoration of orderly traffic flow. It will contract with cleanup companies to assist with cleanup.

**CALIFORNIA DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (Cal/OSHA)** - The State division responsible for enforcement of worker safety laws.

**CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY (Cal/EPA)** - The State agency consisting of the Departments of Toxic Substances Control and Pesticide Regulation, the Office of Environmental Health Hazard Assessment, the Department of Water Resources and Regional Water Quality Control Boards, the Air Resources Board and the Integrated Waste Management Board. Cal/EPA sets the policy and direction that the member organizations pursue.

**CALIFORNIA FIRE MUTUAL AID PLAN** - A pre-plan agreement comprised of fire jurisdictions within the State of California to respond and assist in the event of any incident that has been determined to be outside the local fire jurisdiction's capabilities.

**CALIFORNIA HAZARDOUS MATERIALS INCIDENT REPORTING SYSTEM (CHMIRS)** - A mandatory post-incident reporting system to collect statistical data on hazardous material incidents in California. This data includes a description of the disaster, the location, the time and date, the state and local agencies responding, the actions taken by the agencies, and the agency, which had primary authority for responding to the disaster. (Chapter 6.95 of the Health and Safety Code, Title 19 CCR, and Government Code Section 8574.8 (d))

**CALIFORNIA HIGHWAY PATROL (CHP)** - The State agency with primary responsibility for traffic supervision and control on all State highways constructed as freeways, all State-owned vehicular crossings, and on most State and county highways and roadways in unincorporated areas of the State. The department enforces hazardous materials transportation laws and acts as Incident Commander, Liaison Officer, and the Statewide information, assistance, and notification coordinator for all hazardous materials incidents within its jurisdiction.

**CALIFORNIA LAW ENFORCEMENT MUTUAL AID PLAN** - Establishes the State policy for law enforcement mutual aid and outlines the procedures for coordination of alerting, dispatching, and utilization of law enforcement personnel and equipment resources.

**CALIFORNIA OFFICE OF EMERGENCY SERVICES (OES)** - The State agency responsible for administration of Health and Safety Code Chapter 6.95 and Title 19 CCR, and development of Statewide disaster response plans, and coordination of Statewide mutual aid.

**CALIFORNIA SPECIALIZED TRAINING INSTITUTE (CSTI)** - The organization within the Governor's Office of Emergency Services with the responsibility to standardize curriculum and certify instructors, students, and classes in the area of hazardous materials emergency response for the public and private sectors.

**CALIFORNIA STATE EMERGENCY PLAN** - The document established pursuant to Section 8568 of the California Government Code that addresses the State's response to extraordinary emergency situations associated with natural disasters, technological incidents, and war emergency operations.

**CALIFORNIA STATE FIRE MARSHAL (SFM)** - A division of the Department of Forestry and Fire Protection for the safety of all interstate and intrastate hazardous liquid pipelines in California.

**CANADIAN TRANSPORT EMERGENCY CENTER (CANUTEC)** - A 24 hour, government sponsored hot line for chemical emergencies (the Canadian version of CHEMTREC.)

**CARBOY** - A container, usually encased in a protective basket or crate, used to ship hazardous materials, particularly corrosives.

**CARCINOGEN** - An agent that produces or is suspected of producing cancer. (FEMA HMCP)

**CASCADE SYSTEM** - Several air cylinders attached in series to fill Self Contained Breathing Apparatus (SCBA) bottles.

**CATASTROPHIC INCIDENT** - An event that significantly exceeds the resources of a jurisdiction.

**CEASE AND DESIST ORDER** - Legal direction to stop any and all activities.

**CELSIUS (CENTIGRADE) C** - The internationally used scale for measuring temperature, in which 100o is the boiling point of water at sea level (1 atmosphere), and 0o is the freezing point.

**CENTER FOR DISEASE CONTROL (CDC)** - The federally funded research organization tasked with disease control and research.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)** - The law that may require Environmental Impact Reports (EIRs) at sites where significant activities occur.

**CFR** - 1) Crash, Fire, Rescue personnel; trained in aircraft fire fighting and rescue; 2) Code of Federal Regulations; enforced by federal and state agencies and contains roles for the function of federal government.

**CGA** - See Compressed Gas Association.

**CHEMICAL ABSTRACTS SERVICE (CAS) NUMBER** - A numbering system assigned by the American Chemical Society often used by local and State hazardous materials compliance legislation for tracking chemicals in the workplace and in the community.

**CHEMICAL HAZARDS RESPONSE INFORMATION SYSTEM/HAZARD ASSESSMENT COMPUTER SYSTEM (CHRIS/HACS)** - Developed by the Coast Guard, HACS is a computerized model of the CHRIS manuals (containing chemical-specific data), and is used by Federal on-scene coordinators during a chemical spill/response.

**CHEMICAL MANUFACTURERS ASSOCIATION (CMA)** - The parent organization that operates CHEMTREC.

**CHEMICAL PROTECTIVE CLOTHING MATERIAL** - Any material or combination of materials used in an item of clothing for the purpose of isolating parts of the wearer's body from contact with a hazardous chemical. (NFPA 1991,1-3)

**CHEMICAL PROTECTIVE SUIT** - Single or multi-piece garment constructed of chemical protective clothing materials designed and configured to protect the wearer's torso, head, arms, legs, hands, and feet. (NFPA 1991, 1-3)

**CHEMICAL RESISTANCE** - The ability to resist chemical attack. The attack is dependent on the method of test and its severity is measured by determining the changes in physical properties. Time, temperature, stress, and reagent may all be factors that affect the chemical resistance of a material.

**CHEMICAL RESISTANT MATERIALS** - Materials that are specifically designed to inhibit or resist the passage of chemicals into and through the material by the processes of penetration, permeation or degradation.

**CHEMICAL TRANSPORTATION EMERGENCY CENTER (CHEMTREC)** - The Chemical Transportation Center, operated by the Chemical Manufacturers Association (CMA), can provide information and technical assistance to emergency responders. [Phone number (800) 424-9300]

**CHEMNET** - A mutual aid network of chemical shippers and contractors. It is activated when a member shipper cannot respond promptly to an incident involving chemicals. (Contact is made through CHEMTREC.)

**CHLOREP** - The chlorine emergency plan, established by the Chlorine Institute, enables the nearest producer of chlorine to respond to an incident involving chlorine. (Contact is made through CHEMTREC.)

**CHLORINE KITS** - Standardized kits commercially manufactured by contract with the Chlorine Institute to provide equipment to control or stop leaks in chlorine cylinders, tanks, and transportation tank cars.

**CHRONIC EFFECT** - Delayed or slowly developing harm resulting from a chemical exposure, which is often hard to recognize.

**CLANDESTINE LABORATORY** - An operation consisting of a sufficient combination of apparatus and chemicals that either have been or could be used in the illegal manufacture/synthesis of controlled substances.

**CLEAN AIR ACT** - A set of national standards for ambient air quality that defines the principal types and levels of pollution that should not be exceeded. This law requires States to develop "State implementation plans" for achieving the ambient air standards in each air quality control region in the State.

**CLEANUP** - Incident scene activities directed toward removing hazardous materials, contamination, debris, damaged containers, tools, dirt, water, and road surfaces in accordance with proper and legal standards, and returning the site to as near a normal state as existed prior to the incident. (Sacramento Fire Department HMRT)

**CLEANUP COMPANY (HAZARDOUS WASTE)** - A commercial business entity available for hire to specifically remove, transport, and/or dispose of hazardous wastes; and when appropriate, must meet California Highway Patrol and Department of Toxic Substances Control requirements.

**CLEANUP OPERATION** - An operation where hazardous substances are removed, contained, incinerated, neutralized, stabilized, cleared up, or in any other manner processed or handled with the ultimate goal of making the site safer for people or the environment. (8 CCR 5192(a)(3))

**CLEAN WATER ACT (CWA)** - Federal legislation to protect the nation's water and set State water quality standards for interstate navigable waters as the basis for pollution control and enforcement. The main objective is to restore and maintain the chemical, physical and biological integrity of the Nation's waters.

**COLD ZONE** - The area outside of the warm zone. Equipment and personnel are not expected to become contaminated in this area. This is the area where resources are assembled to support the hazardous materials operation.

**COLORIMETRIC TUBES** - Glass tubes containing a chemically treated substrate that reacts with specific airborne chemicals to produce a distinctive color. The tubes are calibrated to indicate approximate concentrations in air.

**COMBINED LIQUID WASTE SAMPLER (COLIWASSA)** - A tool designed to provide stratified sampling of a liquid container.

**COMBUSTIBILITY** - The ability of a substance to undergo rapid chemical combination with oxygen, with the evolution of heat.

**COMBUSTIBLE LIQUID** - Liquids with a flashpoint above 100o F. (49 CFR 173.120 (b)(2).)

**COMBUSTION PRODUCT** - By-products produced or generated during the burning or oxidation of a fuel.

**COMMAND** - The act of directing, ordering, and/or controlling resources by virtue of explicit legal, agency, or delegated authority. (NIIMS)

**COMMAND POST** - The location from which the primary command functions are executed, usually co-located with the incident base.

**COMMUNITY AWARENESS AND EMERGENCY RESPONSE (CAER)** - A program developed by the Chemical Manufacturers Association (CMA) to provide guidance for chemical plant managers to assist them in taking the initiative in cooperating with local communities developing integrated hazardous materials response plans.

**COMMUNITY RIGHT-TO-KNOW** - Legislation requiring business establishments to provide chemical inventory information to local agencies or the public.

**COMPANY (FIRE USAGE)** - Any piece of fire response equipment having a full complement of personnel. (NIIMS)

**COMPATIBILITY** - The matching of protective chemical clothing to the hazardous material involved to provide the best protection for the worker.

**COMPATIBILITY CHARTS** - Permeation and penetration data supplied by manufacturers of chemical protective clothing to indicate chemical resistance and breakthrough time of various garment materials as tested against a battery of chemicals. This test data should be in accordance with ASTM and NFPA standards.

**COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA)** - Known as CERCLA or SUPERFUND, it addresses hazardous substance releases into the environment and the cleanup of inactive hazardous waste sites. It also requires those who release hazardous substances, as defined by the Environmental Protection Agency (EPA), above certain levels (known as "reportable quantities") to notify the National Response Center.

**COMPRESSED GAS** - Any material or mixture having an absolute pressure exceeding 40 p.s.i. in the container at 70° F or, regardless of the pressure at 70° F, having an absolute pressure exceeding 104 p.s.i. at 130° F; or any liquid flammable material having a vapor pressure exceeding 40 p.s.i. absolute at 100° F as determined by testing. Also includes cryogenic or "refrigerated liquids" (DOT) with boiling points lower than - 130° F at 1 atmosphere.

**COMPRESSED GAS ASSOCIATION (CGA)** - An association of firms producing and distributing compressed, liquefied, and cryogenic gases; also manufacturers of related equipment. CGA submits recommendations to appropriate government agencies to improve safety standards and methods of handling, transporting, and storing gases; acts as advisor to regulatory authorities and other agencies concerned with safe handling of compressed gases; collaborates with national organizations to develop specifications and standards of safety.

**COMPUTER AIDED MANAGEMENT OF EMERGENCY OPERATIONS (CAMEO)** - A computer data base storage-retrieval system of pre-planning and emergency data for on-scene use at hazardous materials incidents.

**CONFINEMENT** - Procedures taken to keep a material in a defined or localized area.

**CONSIGNEE** - The addressee to whom the item is shipped.

**CONTACT** - Being exposed to an undesirable or unknown substance that may pose a threat to health and safety. (Sacramento Fire Department HMRT)

**CONTAINER** - Any device, in which a hazardous material is stored, transported, disposed of, or otherwise handled.

**CONTAINER, INTERMODAL, ISO** - An article of transport equipment that meets the standards of the International Organization for Standardization (ISO) designed to facilitate and optimize the carriage of goods by one or more modes of transportation without intermediate handling of the contents and equipped with features permitting ready handling and transfer from one mode to another. Containers may be fully enclosed with one or more doors, open top, tank, refrigerated, open rack, gondola, flatrack, and other designs. Included in this definition are modules or arrays that can be coupled to form an intrinsic unit regardless of intention to move single or in multiplex configurations.

**CONTAINMENT** - All activities necessary to bring the incident to a point of stabilization and to establish a degree of safety for emergency personnel greater than existed upon arrival.

**CONTAMINATION** - An uncontained substance or process that poses a threat to life, health, or the environment. (NFPA 472, sections 1-3)

**CONTAMINATION CONTROL LINE** - The established line around the contamination reduction zone that separates it from the support zone.

**CONTAMINATION REDUCTION ZONE** - Term used by the Coast Guard to identify the area of moderate hazard where threat of contamination spread to the immediate surrounding area is low. It is the area immediately outside of the inner hot zone. (See Warm Zone.)

**CONTINGENCY PLAN** - A pre-planned document presenting an organized and coordinated plan of action to limit potential pollution in case of fire, explosion, or discharge of hazardous materials; defines specific responsibilities and tasks.

**CONTROL** - The procedures, techniques, and methods used in the mitigation of a hazardous materials incident, including containment, extinguishment, and confinement.

**CONTROL ZONES** - The designation of areas at a hazardous materials incident based upon safety and the degree of hazard. (NFPA 472, sections 1-3) (See Support Zone, Warm Zone, Hot Zone, and Decontamination Corridor.)

**COORDINATION** - To bring together, in a uniform and controlled manner, the functions of all agencies on scene. (Sacramento Fire Department HMRT)

**CORROSIVE** - The ability to cause destruction of living tissue or many solid materials surfaces by chemical action.

**COST RECOVERY** - A procedure that allows for the agency having jurisdiction to pursue reimbursement for all costs associated with a hazardous materials incident. (Sacramento Fire Department HMRT)

**COUNCIL ON ENVIRONMENTAL ALTERNATIVES (CEA)** - Encourages people to conserve, rather than consume, their environment. The Council concentrates on the area of energy, and provides specific recommendations that encourage individuals to recognize and assume responsibility for environmentally sound choices available to them.

**CRYOGENIC** - Gases, usually liquefied, that induce freezing temperatures of -150° F and below (liquid oxygen, liquid helium, liquid natural gas, liquid hydrogen, etc.).

**DAMAGE ASSESSMENT** - Gathering information on the type, extent, and costs of damage after an incident.

**DAMMING** - A procedure consisting of constructing a dike or embankment to totally immobilize a flowing waterway contaminated with a liquid or solid hazardous substance. (EPA, 600/2-77-277)

**DANGEROUS WHEN WET** - A label required for water reactive materials (solid) being shipped under U.S. DOT, ICAO, and IMO regulations. A labeled material that is in contact with water or moisture may produce flammable gases. In some cases, these gases are capable of spontaneous combustion. (49 CFR 171.8)

**DECLARED EMERGENCY** - An action taken by a jurisdiction according to the California Emergency Services Act and local ordinances in response to the impact of a real or threatened hazard that exceeds local resources.

**DECONTAMINATION (DECON)** - The physical and/or chemical process of reducing and preventing the spread of contamination from persons and equipment used at a hazardous materials incident. (Also referred to as “contamination reduction”.) (NFPA 472, 1-3)

**DECONTAMINATION CORRIDOR** - A distinct area within the warm zone that functions as a protective buffer and bridge between the hot zone and the cold zone, where decontamination stations and personnel are located to conduct decontamination procedures. (Sacramento Fire Department HMRT)

**DECONTAMINATION OFFICER** - A position within the FIRESCOPE ICS HM-120 that has responsibility for identifying the decontamination corridor location & types of decontamination, assigning stations, and managing all decontamination procedures.

**DECONTAMINATION TEAM** - A group of personnel and resources operating within a decontamination corridor.

**DEGRADATION** - The loss in physical properties of an item of protective clothing due to exposure to chemicals, use, or ambient conditions.

**DELAYED TOXIC EXPOSURE EFFECT** - The condition in which symptoms of an exposure are not present immediately after the exposure, but are delayed for a relatively short period of time (such as pulmonary edema a few hours after an inhalation exposure).

**DELETERIOUS SUBSTANCES** - Substances not normally harmful to humans that may be harmful to the environment.

**DEPARTMENT OF COMMERCE (DOC)** - A Federal agency whose primary mission is to encourage, serve and promote economic development and technological advancement.

**DEPARTMENT OF Defense (DOD)** - The Federal entity that provides the military forces needed to deter war and protect the security of our country.

**DEPARTMENT OF ENERGY (DOE)** - The Federal agency which provides the framework for a comprehensive and balanced national energy plan through coordination and administration of the energy functions of the federal government; and to be responsible for long term, high risk research, development and demonstration of energy technology, the marketing of federal power, energy conservation, the nuclear weapons program, regulation of energy production and use, and a central energy data collection and analysis program.

**DEPARTMENT OF JUSTICE (DOJ)** - The Federal department which serves as counsel for the citizens of the Nation; represents them in enforcing the law in the public interest; through its thousands of lawyers, investigators, and agents it plays a key role in protection against criminals and subversion, in insuring healthy competition of business in our free enterprise system, in safeguarding the consumer, and in enforcing drug, immigration, and naturalization laws; plays a significant role in protecting citizens through its efforts for effective law enforcement, crime prevention, crime detection, and prosecution and rehabilitation of offenders; conducts all suits in the Supreme Court in which the United States is concerned; and represents the Federal Government in legal matters.

**DEPARTMENT OF LABOR (DOL)** - The purpose of the Department of Labor is to foster, promote, and develop the welfare of the wage earners of the United States, to improve their working conditions, and to advance their opportunities for profitable employment.

**DEPARTMENT OF STATE (DOS)** - This department advises the President in formulation and execution of foreign policy; promotes long-range security and well-being of the United States; determines and analyzes the facts relating to American overseas interest, makes recommendations on policy and future action, and takes the necessary steps to carry out established policy; engages in continuous consultation with the American public, the Congress, other U.S. departments and agencies, and foreign governments.

**DEPARTMENT OF TRANSPORTATION (DOT)** - This agency assures the coordinated, effective administration of the transportation programs of the Federal government and develops national transportation policies and programs conducive to the provision of fast, safe, efficient and convenient transportation at the lowest possible cost.

**DESICCANT** - A substance, such as silica gel, that removes moisture (water vapor) from the air to maintain a dry atmosphere in containers of food or chemical packaging.

## DETECTORS -

**Combustible Gas Indicator (CGI) Detector:** Measures the presence of a combustible gas or vapor in air.

**Corrosivity (pH) Detector:** A meter or paper that indicates the relative acidity or alkalinity of a substance, generally using an international scale of 0 (acid) through 14 (alkali-caustic). (See pH.)

**Flame Ionization Detector (FID):** A device used to determine the presence of hydrocarbons in air.

**Gas Chromatograph/ Mass Spectrometer Detector (GC/MS):** An instrument used for identifying and analyzing organics.

**Heat Detector:** An instrument used to detect heat by sensing infrared waves.

**Photoionization Detector (PID):** A device used to determine the presence of gases/vapors in low concentrations in air.

**Radiation Beta Survey Detector:** An instrument used to detect beta radiation.

**Radiation Dosimeter Detector:** An instrument that measures the amount of radiation to which a person has been exposed.

**Radiation Gamma Survey Detector:** An instrument used for the detection of ionizing radiation, principally gamma radiation, by means of a gas-filled tube.

**Temperature Detector:** An instrument, either mechanical or electronic, used to determine the temperature of ambient air, liquids, or surfaces.

**DHS -** See California Department of Health Services.

**DIKE -** An embankment or ridge, natural or man-made, used to control the movement of liquids, sludges, solids, or other materials.

**DIKE OVERFLOW -** A dike constructed in a manner that allows uncontaminated water to flow unobstructed over the dike while keeping the contaminant behind the dike.

**DIKE UNDERFLOW -** A dike constructed in a manner that allows uncontaminated water to flow unobstructed under the dike while keeping the contaminant behind the dike.

**DISPERSION -** To spread, scatter, or diffuse through air, soil, surface or ground water.

**DISPOSAL DRUM -** A reference to a specially constructed drum used to overpack damaged or leaking containers of hazardous materials for shipment.

**DIVERSION -** The intentional, controlled movement of a hazardous material to relocate it into an area where it will pose less harm to the community and the environment. (Sacramento Fire Department HMRT)

**DIVISION** - That organizational level within the ICS having responsibility for operations within a defined geographic area. The “Division” Officer directs approximately 5 Companies, and answers to the “Operations” Officer.

**DOSE** - The amount of substance ingested, absorbed, and/or inhaled per exposure period.

**DOUBLE GLOVING** - A set of gloves worn over those already in place for enhanced protection.

**DOWNWIND** - In the direction in which the wind blows.

**DUST** - Solid particles generated by handling, crushing, grinding, rapid impact, detonation, and decrepitation of organic or inorganic materials such as rock, ore, metal, coal, wood, and grain.

**ECOLOGY** - A branch of science concerned with the interrelationship of organisms and their environments.

**ECONOMIC POISON** - As defined in the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), an economic poison is “any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any insects, rodents, nematodes, fungi, or weeds, or any other forms of life declared to be pests... any substance intended for use as a plant regulator, defoliant, or desiccant.” As defined, economic poisons are generally known as pesticides.

**ECOSYSTEM** - A habitat formed by the interaction of a community of organisms with their environment.

**EDEMA** - The swelling of body tissues resulting from fluid retention.

**EMERGENCY MEDICAL SERVICES (EMS)** - Functions as required to provide emergency medical care for ill or injured persons by trained providers.

**EMERGENCY MEDICAL SERVICES AGENCY** - Plans and coordinates local public and private emergency medical services systems. Sets the local standards for medical care and transport of victims. California Health and Safety Code Section 1058 vests authority for patient care management in the most qualified medical care provider.

**EMERGENCY MEDICAL SERVICES AUTHORITY (EMSA)** - The State agency responsible for developing general guidelines for triage and handling of contaminated/exposed patients; develops and promotes hazardous materials training for emergency medical responders in the field and hospital emergency rooms; identifies and coordinates the procurement of medical assistance, supplies, and hospital beds when local and/or regional resources are depleted; and coordinates the evaluation of casualties to other areas of the State.

**EMERGENCY OPERATIONS CENTER (EOC)** - The secured site where government officials exercise centralized coordination in an emergency. The EOC serves as a resource center and coordination point for additional field assistance. It also provides executive directives to and liaison for State and federal government representatives, and considers and mandates protective actions.

**EMERGENCY OPERATIONS PLAN** - A document that identifies the available personnel, equipment, facilities, supplies, and other resources in the jurisdiction, and states the method or scheme for coordinated actions to be taken by individuals and government services in the event of natural, man-made, and attack related disasters.

**EMERGENCY RESERVE ACCOUNT FOR HAZARDOUS MATERIAL INCIDENTS** - A fund administered by the California Department of Toxic Substances Control to finance actions only for the purpose of remediation or prevention of threats of fire, explosion or human health hazards resulting from a release or potential release of a hazardous substance. (Health and Safety Code 25354)

**EMERGENCY RESPONSE** - Response to any occurrence, which has or could result in a release of a hazardous substance. (8 CCR 5192), (19 CCR 2402)

**EMERGENCY RESPONSE ORGANIZATION** - An organization that utilizes personnel trained in emergency response. (19 CCR 2402)

**EMERGENCY RESPONSE PERSONNEL** - Personnel assigned to organizations that have the responsibility for responding to different types of emergency situations. (NFPA 1991, 1-3)

**EMPTY PACKAGING** - Any packaging having a capacity of 110 gallons or less that contains only the residue of a hazardous material in table 2 of 49 CFR 172.504.

**ENDOTHERMIC** - A process or chemical reaction, which is accompanied by absorption of heat.

**ENGINE (FIRE USAGE)** - Any emergency response vehicle providing specified levels of pumping, water, hose capacity, and personnel.

**ENTRY POINT** - A specified and controlled location where access into the hot zone occurs at a hazardous materials incident.

**ENTRY TEAM LEADER** - The entry leader is responsible for the overall entry operations of assigned personnel within the hot zone. (FIREScope ICS-HM)

**ENVIRONMENTAL PROTECTION AGENCY (EPA)** - The purpose of the Environmental Protection Agency (EPA) is to protect and enhance our environment today and for future generations to the fullest extent possible under the laws enacted by Congress. The Agency's mission is to control and abate pollution in the areas of water, air, solid waste, pesticides, noise, and radiation. EPA's mandate is to mount an integrated, coordinated attack on environmental pollution in cooperation with State and local governments.

**EPA** - See Environmental Protection Agency.

**ETIOLOGICAL AGENT** - A viable microorganism or its toxin, which causes or may cause human disease.

**EVACUATION** - The removal of potentially endangered, but not yet exposed, persons from an area threatened by a hazardous materials incident. (FIRESCOPE ICS-HM)

**EXPLOSIVE ORDNANCE DISPOSAL (EOD)** - Military or civilian bomb squads.

**EXTREMELY HAZARDOUS SUBSTANCES (EHS)** - Environmental Protection Agency (EPA) uses this term for chemicals that must be reported pursuant to SARA, Title III. The list of these substances and the threshold planning quantities are identified in 40 CFR 355. Releases of extremely hazardous substances as defined by EPA must be reported to the National Response Center. In California, the term Acutely Hazardous Material (AHM) is used. They are identical to the EHS in 40 CFR.

**EXTREMELY HAZARDOUS WASTE** - Any hazardous waste or mixture of hazardous wastes which, if human exposure should occur, may likely result in death, disabling injury or serious illness caused by the hazardous waste or mixture of hazardous wastes because of its quantity, concentration or chemical characteristics.

**EXCLUSION ZONE** - See Hot Zone.

**EXOTHERMIC** - A process or chemical reaction, which is accompanied by the evolution of heat.

**EXPLOSION-PROOF EQUIPMENT** - Instruments whose enclosure is designed and constructed to prevent the ignition of an explosive atmosphere. Certification for explosion proof performance is subject to compliance with ASTM standards.

**EXPLOSIVE** - Any chemical compound, mixture, or device, of which the primary or common purpose is to function by explosion, i.e., with substantial instantaneous release of gas and heat. (49 CFR 173.50)

**EXPOSURE** - The subjection of a person to a toxic substance or harmful physical agent through any route of entry.

**FAHRENHEIT** - The scale of temperature in which 212o is the boiling point of water at 760 mm Hg and 32o is the freezing point.

**FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT (FIFRA)** - An act that requires pesticides to be registered and labeled, makes it illegal to detach or destroy pesticide labels, and provides for pesticide inspections. An amendment to FIFRA now requires EPA to determine whether a pesticide "will perform its intended function without causing unreasonable adverse effects on the environment" or human health.

**FEDERAL WATER POLLUTION CONTROL ACT (WPCA)** - See Clean Water Act.

**FIBROSIS** - A condition marked by an increase of interstitial fibrous tissue.

**FILTER CANISTER** - A container filled with sorbents and catalysts that removes gases and vapors from air drawn through the unit. The canister may also contain an aerosol (particulate) filter to remove solid or liquid particles. (Air purifying canister type breathing apparatus are not approved for use during emergencies by the fire service in California.)

**FIRST RESPONDER** - The first trained person(s) to arrive at the scene of a hazardous materials incident. May be from the public or private sector of emergency services.

**FIRST RESPONDER, AWARENESS LEVEL** - Individuals who are likely to witness or discover a hazardous substance release who have been trained to initiate an emergency response sequence by notifying the proper authorities of the release. They would take no further action beyond notifying the authorities of the release. (8 CCR 5192(q)(6))

**FIRST RESPONDER, OPERATIONS LEVEL** - Individuals who respond to releases or potential releases of hazardous substances as part of the initial response to the site for the purpose of protecting nearby persons, property, or the environment from the effects of the release. They are trained to respond in a defensive fashion without actually trying to stop the release. Their function is to contain the release from a safe distance, keep it from spreading, and prevent exposures. (8 CCR 5192(q)(6))

**FLAMMABLE LIQUID** - Any liquid having a flash point below 100o F (37.8o C). (49 CFR 173.115(a))

**FLAMMABLE RANGE** - A mixture of flammable gas, as mixed with air, expressed as a percent. Each gas has a range including a lower limit and upper limit and between these limits the mixture is flammable (explosive).

**FLAMMABLE SOLID** - Any solid material, other than one classed as an explosive, which under conditions normally incident to transportation is liable to cause fires through friction, retains heat from manufacturing or processing, or which can be ignited readily and when ignited burns so vigorously and persistently as to create a serious transportation hazard. Included in this class are spontaneously combustible and water-reactive materials. (49 CFR 173.150)

**FLASHPOINT** - The minimum temperature of a liquid at which it gives off vapors sufficiently fast to form an ignitable mixture with air and will flash when subjected to an external ignition source, but will not continue to burn.

**FOOD AND DRUG ADMINISTRATION (FDA)** - Performs, directs, and coordinates detection and control activities which protect consumers against adulterated, misbranded, or falsely advertised foods, drugs, medical devices, and hazardous products.

**FULL PROTECTIVE CLOTHING** - Protective clothing worn primarily by fire fighters which includes helmet, coat, pants, boots, gloves, and self-contained breathing apparatus designed for structural fire fighting. It does not provide specialized chemical protection.

**FULLY ENCAPSULATING SUITS** - Chemical protective suits that are designed to offer full body protection, including Self Contained Breathing Apparatus (SCBA), are gas tight, and meet the design criteria as outlined in NFPA Standard 1991.

**FUME** - Airborne dispersion consisting of minute solid particles arising from the heating of a solid material such as lead, in distinction to a gas or vapor. This physical change is often accompanied by a chemical reaction, such as oxidation. Fumes flocculate and sometimes coalesce. Odorous gases and vapors should not be called fumes.

**GAS** - A state of matter in which the material has very low density and viscosity; can expand and contract greatly in response to changes in temperature and pressure; easily diffuses into other gases; readily and uniformly distributes itself throughout any container. A gas can be changed to a liquid or solid state by the combined effect of increased pressure and/or decreased temperature.

**GELLING** - A process of adding a specific material that is designed to coagulate a liquid facilitating its isolation and removal.

**GROUNDING** - Method whereby activities that may generate static electricity will be prevented from discharging a spark and thereby not produce an ignition point.

**GROUP** - Groups are established to divide the incident into functional areas of operation.

**HABITAT** - The native environment of an animal or plant; the natural place for life and growth of an animal or plant.

**HALONS** - Fire suppressing gases that are composed of straight chain carbon atoms with a variety of halogen atoms attached.

**HALOGENS** - A chemical family that includes fluorine, chlorine, bromine, and iodine.

**HAZARD** - Any situation that has the potential for causing damage to life, property, and/or the environment.

**HAZARD CLASS** - The classification of hazardous materials as categorized and defined by the Department of Transportation in 49 CFR. The Hazardous Materials Table (49 CFR Part 172.101) designates specific materials as hazardous for the purpose of transportation. It also classifies each material and specifies requirements pertaining to its packaging, labeling, and transportation.

**Class 1: Explosives**

- Division 1.1 Explosives with a mass explosion hazard
- Division 1.2 Explosives with a projection hazard
- Division 1.3 Explosives with predominantly a fire hazard
- Division 1.4 Explosives with no significant blast hazard
- Division 1.5 Very insensitive explosives
- Division 1.6 Extremely insensitive explosive articles

**Class 2: Gases**

- Division 2.1 Flammable gases
- Division 2.2 Nonflammable gases
- Division 2.3 Poison gas
- Division 2.4 Corrosive gases

**Class 3: Flammable liquids**

- Division 3.1 Flashpoint below -18°C (0°F)
- Division 3.2 Flashpoint -18°C and above, but less than 23°C (73°F)
- Division 3.3 Flashpoint 23°C and up to 61°C (141°F)

**Class 4: Flammable solids; spontaneously combustible materials; & materials that are dangerous when wet**

- Division 4.1 Flammable solids
- Division 4.2 Spontaneously combustible materials
- Division 4.3 Materials that are dangerous when wet

**Class 5: Oxidizers and organic peroxides**

- Division 5.1 Oxidizers
- Division 5.2 Organic peroxides

**Class 6: Poisons and etiologic materials**

- Division 6.1 Poisonous materials
- Division 6.2 Etiologic (infectious) materials

**Class 7: Radioactive materials**

Any material, or combination of materials, that spontaneously gives off ionizing radiation. It has a specific activity greater than 0.002 microcuries per gram.

**Class 8: Corrosives**

A material, liquid, or solid that causes visible destruction or irreversible alteration to human skin or a liquid that has a severe corrosion rate on steel or aluminum.

**Class 9: Miscellaneous**

A material which presents a hazard during transport, but which is not included in any other hazard class (such as a hazardous substance or a hazardous waste).

**ORM-D: Other regulated material**

A material, which, although otherwise subjected to regulations, presents a limited hazard during transportation due to its form, quantity and packaging.

**HAZARDOUS AIR POLLUTANT** - An airborne pollutant that may cause or contribute to an increase in mortality or serious illness.

**HAZARDOUS CHEMICAL** - A term used by the United States Occupational Safety and Health Administration (OSHA) to denote any chemical that would be a risk to employees if exposed in the workplace. The list of hazardous chemicals is found in 29 CFR.

**HAZARDOUS MATERIAL (HAZARDOUS MATERIALS)** - A substance or combination of substances which, because of quantity, concentration, physical, chemical or infectious characteristics may cause, or significantly contribute to an increase in deaths or serious illness; and/or pose a substantial present or potential hazard to humans or the environment.

**HAZARDOUS MATERIAL CATEGORIZATION (HAZCAT)** - A field analysis process to determine basic hazardous materials hazard classification and some chemical and physical properties of unknowns.

**HAZARDOUS MATERIALS EMERGENCY** - The release or threatened release of a hazardous material that may impact the public health, safety and/or the environment.

**HAZARDOUS MATERIAL INCIDENT CONTINGENCY PLAN (HMICP)** - The State's hazardous materials emergency plan published by OES from 1991 to 2004 pursuant to Government Code §8574.17.

**HAZARDOUS MATERIALS INCIDENT TOOL KIT (TOOL KIT)** - The reference document born from the split of the HMICP and the STDCP.

**HAZARDOUS MATERIALS RESPONSE TEAM (HMRT)** - An organized group of employees, designated by the employer, who are expected to perform work to handle and control actual or potential leaks or spills of hazardous substances requiring possible close approach to the substance. A Hazardous materials Team may be a separate component of a fire brigade or a fire department or other appropriately trained and equipped units from public or private agencies.

**HAZARDOUS MATERIALS RESPONSE TEAM -- TECHNICIAN LEVEL** - Consists of an organized group of employees, designated by the employer in compliance with 8 CCR 5192(q)(6), trained to function at the hazardous materials incident at the Technician Level in accordance with NFPA 472, Chapter 3 (1990). Additionally, personnel on the team are capable of the following:

The ability to carry out the duties of these positions as identified in FIREScope ICS-HM-120:

- a. Group Supervisor
- b. Entry Leader
- c. Hazardous Material Safety Officer
- d. Site Access Control Officer
- e. Decontamination Leader
- f. Technical Specialist-Hazardous Material Reference

*Note: Multiple positions can be handled by one person dependent upon the complexity and/or severity of the incident.*

Members are assigned positions in accordance with 8 CCR 5192 appropriately trained to include but not be limited to entry with splash protective clothing:

- a. Entry Team - 2
- b. Backup Team – 2

**HAZARDOUS MATERIALS RESPONSE TEAM -- SPECIALIST LEVEL** - Consists of an organized group of employees, designated by the employer in compliance with 8 CCR 5192(q)(6), trained to function at the hazardous materials incident at the Specialist Level in accordance with NFPA Standard 472, Chapter 4 (1990). Additionally, personnel on the team are capable of the following:

The ability to carry out the duties of these positions as identified in FIREScope ICS-HM-120:

- a. Group Leader
- b. Entry Team Leader
- c. Hazardous Material Safety Officer
- d. Site Access Control Officer
- e. Decontamination Leader
- f. Technical Specialist-Hazardous Material Reference

*Note: Multiple positions can be handled by one person dependent upon the complexity and/or severity of the incident.*

Members are assigned positions in accordance with 8 CCR 5192 appropriately trained for entry with vapor protective clothing:

- a. Entry Team - 2
- b. Backup Team – 2

**HAZARDOUS MATERIALS RESPONSE TEAM -- SPECIALTY** - Consists of an organized group of employees, designated by the employer in compliance with 8 CCR 5192(q)(6), who are trained in the hazards of specific hazardous substances, and/or specific techniques or support services, and/or the provision of specialized technical advice and assistance in compliance with 8 CCR 5192(q)(5). The Team is capable, either within their own team or in agreement with a Hazardous Materials Response Team on scene, of the following:

The ability to carry out the duties of these positions as identified in FIREScope ICS-HM-120:

- a. Group Supervisor
- b. Entry Team Leader
- c. Hazardous Material Safety Officer
- d. Site Access Control Officer
- e. Decontamination Leader
- f. Technical Specialist-Hazardous Material Reference

*Note: Multiple positions can be handled by one person dependent upon the complexity and/or severity of the incident.*

Members are assigned positions in accordance with 8 CCR 5192 appropriately trained to include but not be limited to entry with splash protection:

- a. Entry team - 2
- b. Backup team – 2

**HAZARDOUS SUBSTANCE** - Hazardous Substance, as used by the California Department of Toxic Substances Control, encompasses every chemical regulated by both the Department of Transportation (hazardous materials) and the Environmental Protection Agency (hazardous waste), including emergency response (8 CCR 5192).

**HAZARDOUS WASTE** - 1) Waste materials or mixtures of waste which require special handling and disposal because of their potential to damage health and/or the environment; 2) The Environmental Protection Agency uses the term hazardous waste for chemicals that are regulated under the Resource Conservation and Recovery Act and are listed in 40 CFR 261.33 (d). Environmental Protection Agency or California Department of Toxic Substances Control regulated hazardous waste, when in transport, must also meet 49 CFR parts 170 through 179.

**HAZARDOUS WASTE LEACHATE** - Any liquid that has percolated through or drained from hazardous waste placed in or on the ground.

**HAZARDOUS WASTE MANAGEMENT DECONTAMINATION LEADER** - Systematic control of the collection, source separation, storage, transportation, processing, treatment, recovery, and disposal of hazardous wastes. (ICS-HM-222-3)

Reports to the Hazardous Materials Group Supervisor. The Decontamination Leader is responsible for the operations of the decontamination element, providing decontamination as required by the Incident Action Plan.

**HAZARDOUS WASTE MANIFEST, UNIFORM** - • Review Common Responsibilities.

The shipping document, originated and signed by the waste generator or an authorized representative, that contains the information required by law and must accompany shipments of hazardous waste. (40 CFR 262, Subpart B) • Establish the Contamination Reduction Corridor(s). Identify contaminated people and equipment.

**HAZARDOUS WASTE SITE** - Maintain control of movement of people and equipment within the Contamination Reduction Zone. A location where hazardous wastes are located, and there is either a threat of a release or an actual release of these wastes which may have an adverse effect on public health or the environment. • Maintain communications and coordinate operations with the Entry Leader. Maintain communications and coordinate operations with the Site Access Control Leader and the Safe Refuge Area Manager (if activated).

**HEALTH HAZARD, CHEMICAL** - Coordinate handling, storage, and transfer of contaminants within the Contamination Reduction Zone. Any chemical or chemical mixture, whose physical or chemical properties may cause acute or chronic health effects [8 CCR 5192 (a)(3)]. • Maintain Unit/Activity Log (ICS Form 214).

**HEAVY METAL** - A high-density metallic element that may demonstrate health hazards as a result of exposure and may contribute to contamination of the environment. This includes chromium (Cr), beryllium (Be), lead (Pb), mercury (Hg), zinc (Zn), copper (Cu), cadmium (Cd) and others.

**HEPATOTOXIC** - A substance that negatively affects the liver. An agricultural chemical intended for killing plants or interrupting their normal growth. (See Pesticides.)

**HIGH PERFORMANCE LIQUID CHROMATOGRAPHY (HPLC)** - A procedure used in organics analysis to separate chemical mixtures based on differential ionic absorption to various substrates.

**HOT TAPPING** - A sophisticated method of welding on and the cutting of holes through liquid, compressed gas vessels, and piping for the purpose of relieving pressure and/or removing product.

**HOT ZONE** - An area immediately surrounding a hazardous materials incident, which extends far enough to prevent adverse effects from hazardous materials releases to personnel outside the zone. This zone is also referred to as the "exclusion zone", the "red zone", and the "restricted zone" in other documents. (NFPA 472, 1-3)

**HAZARDOUS MATERIALS TRANSPORTATION ACT (HMTA)** - The Hazardous Materials Transportation Act of 1975 (HMTA), is the major transportation-related statute affecting transportation of hazardous cargoes. Regulations apply to ". . . any person who transports, or causes to be transported or shipped, a hazardous material; or who manufactures, fabricates, marks, maintains, reconditions, repairs, or tests a package or container which is represented, marked, certified, or sold by such person for use in the transportation in commerce of certain hazardous materials."

**HYGROSCOPIC** - A substance that has the property of absorbing moisture from the air, such as silica gel.

**HYPERGOLIC** - Two chemical substances that spontaneously ignite upon mixing.

**IGNITABLE MATERIAL** - Any material having, as a liquid, a flash point less than 140o F or, if not a liquid, is capable of causing fire through friction, absorption of moisture or spontaneous chemical changes.

**IGNITION TEMPERATURE** - The minimum temperature at which a material will initiate or maintain combustion.

**IMMEDIATELY DANGEROUS TO LIFE OR HEALTH (IDLH)** - An atmospheric concentration of any toxic, corrosive or asphyxiant substance that poses an immediate threat to life or would cause irreversible or delayed adverse health effects or would interfere with an individual's ability to escape from a dangerous atmosphere. (8 CCR 5192(a)3)

**INFORMATION OFFICER (IO)** - The individual assigned to act as the liaison between the Incident Commander and the news media, as well as other groups.

**INCIDENT** - An event involving a hazardous material or a release or potential release of a hazardous material.

**INCIDENT ACTION PLAN (IAP)** - A plan developed at the field response level that contains objectives reflecting the overall incident strategy and specific tactical actions and supporting information for the next operational period. The plan may be oral or written.

**INCIDENT COMMAND** - A disciplined method of management established for the specific purpose of control and direction of resources and personnel.

**INCIDENT COMMANDER (IC)** - The individual responsible for overall management of the incident at the field level.

**INCIDENT COMMAND POST** - See Command Post.

**INCIDENT COMMAND SYSTEM (ICS)** - The combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, with responsibility for the management of resources to effectively accomplish stated objectives pertinent to an incident.

**INCOMPATIBLE WASTE** - Waste unsuitable for commingling with another waste or material.

**INDUSTRIAL WASTES** - Unwanted materials produced in or eliminated from an industrial operation.

**INFECTIOUS WASTE** - Waste containing pathogens; may consist of tissues, organs, body parts, blood, and body fluids.

**INGESTION** - The process of taking substances such as food, drink, and medicine into the body through the mouth.

**INHIBITOR** - A chemical added to another substance to prevent or slow down an unwanted or sudden occurrence of chemical change.

**INORGANIC COMPOUNDS** - Chemical compounds that do not contain the element carbon with the exception of carbon oxides and carbon sulfides.

**INSECTICIDE** - A chemical product used to kill and control insects. (See Pesticides.)

**INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA)** - An association of air carriers that develop guidelines for transportation of cargo.

**INTERNATIONAL CIVIL AVIATION ORGANIZATION (ICAO)** - An organization that develops the principles and techniques of international air navigation and fosters the planning and development of international air transport so as to insure safe and orderly growth.

**INVESTIGATE** - To systematically search or inquire into the particulars of an incident, and collect the necessary evidence to seek criminal and/or civil prosecution.

**IRRITANT** - A material that has an anesthetic, irritating, noxious, toxic, or other similar property that can cause extreme annoyance or discomfort. (49 CFR)

**ISOLATING THE SCENE** - Preventing persons and equipment from becoming exposed to a release or threatened release of a hazardous material by the establishment of site control zones.

**JURISDICTION SPECIFIC PLAN** - A plan that details emergency activities, capabilities, responsibilities and resources within an area, agency, facility or political subdivision.

**LABPACK** - Putting multiple small containers of chemicals with compatible chemical characteristics in a disposal drum with absorbent material.

**LACRIMATION** - Tearing produced by eye irritation.

**LC50 (lethal concentration, 50%)** - The amount of a toxicant in air that is deadly to 50% of the exposed lab animal population within a specified time.

**LD50 (lethal dose, 50%)** - The amount of a toxicant administered by other than inhalation which is deadly to 50% of the exposed lab animal population within a specified time.

**LEAK** - The uncontrolled release of a hazardous material that could pose a threat to health, safety, and/or the environment.

**LEAK CONTROL COMPOUNDS** - Substances used for the plugging and patching of leaks in non-pressure containers.

**LEAK CONTROL DEVICES** - Tools and equipment used for the plugging and patching of leaks in non-pressure and some low-pressure containers, pipes, and tanks.

**LEVEL OF PROTECTION** - In addition to appropriate respiratory protection, designations of types of personal protective equipment to be worn based on NFPA standards.

- **Level A** - Vapor protective suit for hazardous chemical emergencies.
- **Level B** - Liquid splash protective suit for hazardous chemical emergencies.
- **Level C** - Limited use protective suit for hazardous chemical emergencies.

**Level One Incident :**

Hazardous materials incidents which can be correctly contained, extinguished, and/or abated utilizing equipment, supplies, and resources immediately available to first responders having jurisdiction, and whose qualifications are limited to and do not exceed the scope of training as explained in 8 CCR 5192, or California Government Code (CGC), Chapter 1503, with reference to “First Responder, Operational Level”.

**Level Two Incident:**

Hazardous materials incidents which can only be identified, tested, sampled, contained, extinguished, and/or abated utilizing the resources of a Hazardous Materials Response Team, which requires the use of specialized chemical protective clothing, and whose qualifications are explained in 8 CCR 5192, or California Government Code (CGC), Chapter 1503, with reference to “Hazardous Materials Technician Level”.

**Level Three Incident :**

A hazardous materials incident which is beyond the controlling capabilities of a Hazardous Materials Response Team (Technician or Specialist Level) whose qualifications are explained in 8 CCR 5192, or California Government Code, Chapter 1503; and/or requires the use of two or more Hazardous Materials Response Teams; and/or must be additionally assisted by qualified specialty teams or individuals.

**LOCAL DISASTER PLAN** - A plan developed and used by local government for extraordinary events.

**LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)** - A committee appointed by a State emergency response commission, as required by SARA Title III, to formulate a comprehensive emergency plan for its corresponding Office of Emergency Services mutual aid region.

**LOCAL GOVERNMENT** - Local agencies as defined in Government Code § 8680.2 and special districts as defined in California Code of Regulations, Title 19 Division 2, Chapter 5, CDA, § 2900 (y).

**LOCALIZED EXPOSURE** - Contact with a limited area, usually an external body surface.

**LOGISTICS CHIEF** - That organizational position within the ICS having responsibility for summoning and managing support, apparatus, equipment and personnel.

**LOWER EXPLOSIVE LIMIT (LEL)** - The lowest concentration of the material in air that can be detonated by spark, shock, or fire, etc.

**MACROENCAPSULATION** - The isolation of a waste by embedding it in, or surrounding it with, a material that acts as a barrier to water or air (e.g., clay and plastic liners).

**MANIFEST, UNIFORM HAZARDOUS WASTE** - A document required by 40 CFR 262 to accompany any shipment of hazardous waste from the point of generation to the point of final disposal/destruction. (See Shipping Papers and Hazardous Waste Manifest, Uniform)

**MARKING** - The required descriptive name, instructions, cautions, weight, or specifications or combination thereof on containers of hazardous materials/hazardous waste.

**MATERIAL SAFETY DATA SHEET (MSDS)** - A document which contains information regarding the specific identity of hazardous chemicals, including information on health effects, first aid, chemical and physical properties, and emergency phone numbers.

**MELTING POINT** - The temperature at which a material changes from a solid to a liquid.

**MICROORGANISM** - A living organism not discretely visible to the unaided eye.

**MIDNIGHT DUMPING** - Illegal disposal of hazardous materials.

**MIST** - Suspended liquid droplets generated by condensation from the gaseous to the liquid state or by breaking up a liquid into a dispersed state, such as by splashing, foaming, or atomizing. A mist is formed when a finely divided liquid is suspended in air.

**MITIGATION** - Any action employed to contain, reduce, or eliminate the harmful effects of a spill or release of a hazardous material.

**MONITORING** - The act of systematically checking to determine contaminant levels and atmospheric conditions.

**MONITORING ENVIRONMENTAL CONTAMINATION** - Use of instruments and other techniques to determine the presence or levels of hazardous materials.

**MONITORING EQUIPMENT** - Instruments and devices used to identify, qualify, and/or quantify contaminants.

**MUTAGEN** - A substance capable of causing genetic damage.

**MUTUAL AID** - An agreement to supply, if available, specifically agreed upon aid or support in an emergency situation between two or more agencies, jurisdictions, or political sub-divisions without the expectation of reimbursement.

**NARCOSIS** - Stupor or unconsciousness produced by chemical substances.

**NATIONAL CONTINGENCY PLAN (NCP)** - Created by CERCLA to define the federal response authority and responsibility for oil and hazardous material spills.

**NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)** - An international voluntary membership organization to promote improved fire protection and prevention, establish safeguards against loss of life and property by fire, and writes and publishes the American National Standards.

**NATIONAL INTERAGENCY INCIDENT MANAGEMENT SYSTEM (NIIMS)** - A standardized systems approach to incident management that consists of five major sub-divisions collectively providing a total systems approach to all-risk incident management.

**NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)** - A Federal agency, which, among other activities, tests and certifies respiratory protective devices, air-sampling detector tubes, and recommends occupational exposure limits for various substances.

**NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA)** - The agency responsible to serve as scientific support coordinator for a federal on scene coordinator. Assists in oil spill and air toxics modeling and meteorological monitoring and oceanic research.

**NATIONAL PESTICIDE TELECOMMUNICATIONS NETWORK (NPTN)** - The 24-hour national hotline (800) 858-PEST operated by the Texas Tech University School of Medicine providing toll-free information about pesticide safety, application, chemistry and toxicology to callers in the U.S., Puerto Rico, and the Virgin Islands. Questions are answered directly or via next day mail.

**NATIONAL RESPONSE CENTER (NRC)** - A communications center operated by the United States Coast Guard headquarters located in Washington, DC. They provide information on suggested technical emergency actions, and must be notified by the spiller within 24 hours of any spill of a reportable quantity of a hazardous substance.

**NECROSIS** - Death in a particular part of a living tissue.

**NEPHROTOXIC** - A substance that negatively affects the kidneys.

**NEUROTOXIC** - A substance that negatively affects the nervous system.

**NEUTRALIZATION** - The process by which acid or alkaline properties of a solution are altered by addition of certain reagents to bring the hydrogen and hydroxide concentrations to equal value (pH 7 is neutral).

**NON-FLAMMABLE GAS** - Any material or mixture, in a cylinder or tank, other than poison or flammable gas, having an absolute pressure in the container exceeding 40 p.s.i at 70° F, or having an absolute pressure exceeding 104 p.s.i at 130° F. (49 CFR)

**NORTH AMERICAN (NA) IDENTIFICATION NUMBER** - A four-digit number, preceded by "NA", used in the United States and Canada to identify a hazardous material or group of hazardous materials in transportation.

**NOT OTHERWISE SPECIFIED (NOS or n.o.s.)** - In shipping regulations, the term is used for classes of substances to which restrictions apply, but for which the individual members of the class are not listed in the regulations.

**OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)** - Component of the United States Department of Labor; an agency with safety and health regulatory and enforcement authorities for most United States industries, businesses and States.

**ODOR THRESHOLD** - The lowest concentration in the atmosphere that can be detected by the human sense of smell. Often a poor indicator of toxicity risk.

**OFFICE OF HAZARDOUS MATERIALS SAFETY (OHMS)** - A Federal agency tasked with the research and recommended revisions to 49 CFR.

**OIL** - Any of numerous mineral, vegetable, and synthetic substances and vegetable and animal fats those are generally slippery, combustible, viscous, liquid or liquefiable at room temperature.

**OIL SPILL CLEANUP AGENT** - Any material used in removing oil from the environment, including inert sorbent materials, approved chemical dispersants, surface collecting agents, sinking agents, and biological additives.

**OLFACTORY** - Pertaining to the sense of smell.

**ON-SCENE COORDINATOR (OSC)** - As explained in the National Contingency Plan, it is the pre-designated Federal official who coordinates Federal activities at a hazardous material incident, and monitors the incident for compliance with Federal pollution laws.

**OPERATIONS** - The coordinated tactical response of all field operations in accordance with the Incident Action Plan.

**ORAL TOXICITY** - Adverse effects resulting from taking a substance into the body through the mouth.

**ORGANIC PEROXIDE** - Strong oxidizers, often chemically unstable, containing the -o-o- structure. They react readily with solvents or fuels resulting in an explosion or fire.

**OVERPACK** - An enclosure used to consolidate two or more packages of hazardous material. "Overpack" does not include a freight container.

**OXIDIZER** - A chemical, other than a blasting agent or explosive, that initiates or promotes combustion in other materials thereby causing fire either of itself or through the release of oxygen or other gases. (49 CFR 173.151)

**OXYGEN DEFICIENCY** - A concentration of oxygen insufficient to support life.

**OXYGEN DEFICIENT ATMOSPHERE** - An atmosphere that contains an oxygen content less than 19.5 % by volume at sea level.

**PACIFIC STRIKE TEAM** - The National Strike Force pollution control team equipped and trained to assist in responses to oil or chemical incidents occurring in the western United States and administered by the United States Coast Guard.

**PALLETS** - A low portable platform constructed of wood, metal, plastic, or fiberboard, built to specified dimensions, on which supplies are loaded, transported, or stored in units.

**PARTS PER BILLION (ppb)** - A unit for measuring the concentration of a particular substance equal to one (1) unit combined with 999,999,999 other units.

**PARTS PER MILLION (ppm)** - A unit for measuring the concentration of a particular substance equal to one (1) unit combined with 999,999 other units.

**PATHOGEN** - Any disease producing organism, including viruses.

**PCB CONTAMINATED ELECTRICAL EQUIPMENT** - Any electrical equipment, including transformers, that contains at least 50 ppm but less than 500 ppm of PCBs. (40 CFR 761.3)

**PCB ITEM** - An item containing PCBs at a concentration of 5 ppm or greater. (40 CFR 761.3)

**PCB TRANSFORMER** - Any transformer that contains 500 ppm of PCBs or greater. (40 CFR 761.3)

**PENETRATION** - The movement of liquid molecules through a chemical protective clothing, suit, garment or material.

**PERMEATION** - The movement of vapor or gas molecules through a chemical protective garment material.

**PERMEATION KITS** - Kits assembled for the purpose of testing on-site an unknown liquid substance for permeability of chemical protective clothing.

**PERMISSIBLE EXPOSURE LIMIT (PEL)** - The employees' permitted exposure limit to any material listed in Table Z-1, Z-2, or Z-3 of OSHA regulations, section 1910.1000, Air Contaminants.

**PERSISTENT TOXIC SUBSTANCE** - A material or waste that resists natural degradation or detoxification and may present long term health and environmental hazards.

**PERSONAL PROTECTIVE EQUIPMENT (PPE)** - Equipment provided to shield or isolate a person from the chemical, physical, and thermal hazards that may be encountered at a hazardous materials incident. Adequate personal protective equipment should protect the respiratory system, skin, eyes, face, hands, feet, head, body, and hearing. Personal protective equipment includes- personal protective clothing, self-contained positive pressure breathing apparatus, and air purifying respirators. (NFPA 472, 1-3)

**PESTICIDES** - A chemical or mixture of chemicals used to destroy, prevent, or control any living organism considered to be a pest.

**pH** - A numerical designation of the negative logarithm of hydrogen ion concentration. A pH of 7.0 is neutrality; higher values indicate alkalinity and lower values indicate acidity.

**PLUGGING AND PATCHING KITS** - Kits commercially available or privately assembled for the purpose of providing capabilities for emergency plugging and patching of leaking containers, pipes, and tanks.

**PLUME** - A vapor, liquid, dust, or gaseous cloud formation that has shape and buoyancy.

**PNEUMONITIS** - Inflammation of the lungs characterized by an outpouring of fluid in the lungs.

**POISON CONTROL CENTERS** - California is served by four certified and designated regional poison control centers. Each PCC is available 24 hours a day and can provide immediate health effects, scene management, victim decontamination, and other emergency medical treatment advice for hazardous materials emergencies. A physician specializing in medical toxicology is available for back-up consultation.

**POLLUTION** - Contamination of air, water, land, or other natural resources that will or is likely to create a public nuisance and cause health and environmental harm.

**POLYCHLORINATED BIPHENYL (PCB)** - One of several aromatic compounds containing two benzene nuclei with two or more chlorine atoms.

**POLYMERIZATION** - A chemical reaction, usually carried out with a catalyst, heat, or light, and often under high pressure, which generates high temperature and when uncontrolled may be violent.

**POST EMERGENCY RESPONSE** - That portion of an emergency response performed after the immediate threat of a release has been stabilized or eliminated and cleanup of the site has begun.

**POST-INCIDENT ANALYSIS** - The termination phase of an incident that includes completion of the required forms and documentation for conducting a critique.

**PRE-INCIDENT PLANNING** - The process associated with preparing for the response to a hazard by developing plans, identifying resources, conducting exercises, and other techniques to improve an agency's or organization's response capabilities.

**PREVENTION PLAN** - See California Accidental Release Prevention Program (CalARP).

**PRODUCT SUBSTITUTION** - Replacing a hazardous substance in a process with a less hazardous substance.

**PROPER SHIPPING NAME** - The DOT designated name for a commodity or material. (49 CFR 172.101)

**PROPOSITION 65** - California Safe Drinking Water Act of 1986.

**PROTECTIVE CLOTHING** - See Personal Protective Equipment (PPE).

**PULMONARY** - Pertaining to the lungs.

**PYROPHORIC** - A substance that ignites spontaneously in dry or moist air at or below 130o F. (49 CFR 173.115(c))

**QUALITATIVE FIT TEST** - A physical testing of a breathing apparatus face piece to the wearer, performed in an atmosphere of amyl acetate or irritant smoke to evaluate whether the wearer can detect the contaminant, indicating mask leakage and improper fit.

**RADIATION ABSORBED DOSE (RAD)** - A basic unit of absorbed dose of ionizing radiation.

**RADIOACTIVE** - The spontaneous disintegration of unstable nuclei accompanied by emission of nuclear radiation.

**RADIOACTIVE MATERIAL (RAM)** - Any material, or combination of materials, that spontaneously emits ionizing radiation and has a specific activity greater than 0.002 microcuries per gram. (49 CFR 173.389)

**RECORDER** - See Technical Specialist - Hazardous Materials Reference.

**RECOVERY DRUM** - See Disposal Drum.

**REFERENCE LIBRARY** - A selection of chemical textbooks, reference books, microfiche, and computer data programs typically carried by a hazardous materials response team.

**REGIONAL PLAN** - A hazardous material plan developed pursuant to SARA Title III.

**REGIONAL RESPONSE TEAM** - Composed of representatives of the Federal agencies and a representative from each State in the ten Federal EPA regions as specified in the NCP.

**REGIONAL WATER QUALITY CONTROL BOARD (RWQCB)** - This agency in conjunction with the State Water Resources Control Board (SWRCB) is charged with managing statewide water quality.

**RELEASE, THREATENED RELEASE** - The actual or potential spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discarding of barrels, containers, and other closed receptacles of any hazardous material.

**REMEDIAL ACTION** - Actions taken to mitigate the effects of a release or threatened release of a hazardous material to protect health or the environment.

**REMOVAL ACTION** - See Mitigation.

**REPORTABLE INCIDENT** - Any incident that has or may impact the public health, safety or the environment, or is otherwise required by law to be reported.

**REPORTABLE QUANTITY (RQ)** - The designated amount of a specific material that if spilled or released requires immediate notification to the National Response Center (NRC). (49 CFR 172.101, 40 CFR 117.3, 173. and 302.6)

**RESCUE** - The removal of victims from an area determined to be contaminated or otherwise hazardous by appropriately trained and equipped personnel.

**RESIDUE** - A material remaining in a package after its contents have been emptied and before the packaging is refilled, or cleaned and purged of vapor to remove any potential hazard.

**RESOURCE CONSERVATION AND RECOVERY ACT (RCRA)** - The Federal framework for the proper management and disposal of hazardous wastes. This program is administered by EPA and may be delegated to the States.

**RESPIRATORY PROTECTIVE EQUIPMENT** - See SCBA and Air Purifying Respirators.

**RESPONSE** - That portion of incident management where personnel are involved in controlling a hazardous material incident. (NFPA 472, 1-3)

**RESPONSIBLE PARTY (RP)** - A legally recognized entity (person, corporation, business, or partnership, etc.) that has a legally recognized status of financial accountability and liability for action necessary to abate and mitigate adverse environmental and human health and safety impacts resulting from a non-permitted release or discharge of hazardous material; the person or agency found legally accountable for the cleanup of the incident.

**RISK ANALYSIS** - A process to analyze the probability that harm may occur to life, property, and the environment and to note the risks to be taken to identify the incident objectives.

**RISK MANAGEMENT** - Decision-making process which involves such considerations as risk assessment, technological feasibility, economic information about costs and benefits, statutory requirements, public concerns, and other factors.

**RISK MANAGEMENT PREVENTION PLAN (RMPP)** - This program has been replaced by the California Accidental Release Prevention Program (CalARP).

**ROENTGEN** - A measure of the charge produced in air created by ionizing radiation, usually in reference to gamma radiation.

**ROENTGEN EQUIVALENT MAN (REM)** - The unit of dose equivalent; takes into account the effectiveness of different types of radiation.

**RUPTURE** - The physical failure of a container or mechanical device, releasing or threatening to release a hazardous material.  
(Sacramento Fire Department HMRT)

**SAFETY OFFICER** - Selected by the Incident Commander, a person at an emergency incident responsible for assuring that all overall operations performed at the incident by all agencies present are done so with respect to the highest levels of safety and health. The Safety Officer shall report directly to the Incident Commander.

**SALVAGE DRUM** - See Recovery Drum.

**SAMPLE** - To take a representative portion of the material for evidence or analytical purposes.

**SARA TITLE III REGIONAL PLAN** - See Regional and Local Plan.

**SCBA** - See "Self Contained Breathing Apparatus".

**SCENARIO** - An outline of a natural or expected course of events.

**SCENE** - The location impacted or potentially impacted by a hazard.

**SECONDARY MATERIALS** - Spent materials, sludges, by-products, scrap metal and commercial chemical products recycled in ways that differ from their normal use.

**SELECTIVE TOXICITY** - The capacity of a chemical to injure one kind of living matter without harming another, even though the two may be in intimate contact.

**SELF CONTAINED BREATHING APPARATUS (SCBA)** - A positive pressure, self-contained breathing apparatus (SCBA) or combination SCBA/supplied air breathing apparatus certified by the National Institute for Occupational Safety and Health (NIOSH) and the Mine Safety and Health Administration (MSHA), or the appropriate approval agency for use in atmospheres that are immediately dangerous to life or health (IDLH). (NFPA 1991, 1-3)

**SENSITIZER** - A substance which on first exposure causes little or no reaction in humans or test animals, but which on repeated exposure may cause a marked response not necessarily limited to the contact site.

**SHELTERING IN PLACE/IN PLACE PROTECTION** - To direct people to quickly go inside a building and remain inside until the danger passes.

**SHIPPING PAPERS** - Generic term used to refer to documents that must accompany all shipments of goods for transportation. These include Uniform Hazardous Waste Manifests, Bills of Lading, Consists, etc. Shipping papers are intended to describe what hazardous materials are contained within the shipment, if any.

**SHORT TERM EXPOSURE LIMIT (STEL)** - See Threshold Limit Value –Short Term Exposure Limit (TLV-STEL).

**SITE** - Any facility or location within the scope of 8 CCR 5192(a)(3).

**SKIMMER** - Physical systems whereby a liquid phase is recovered from another liquid phase due to polarity differences and stored or transferred for further processing. Typical use is to remove petroleum products floating on a water body.

**SLUDGE** - Accumulated solids, semisolids, or liquid waste generated from wastewaters, drilling operations, or other fluids.

**SMOKE** - An air suspension (aerosol) of particles, often originating from combustion or sublimation.

**SOLIDIFICATION** - Process whereby a contaminant is permanently immobilized in a substrate to prevent future migration away from the container.

**SOLUBILITY** - The ability or tendency of one substance to blend uniformly with another.

**SOLVENTS** - A liquid substance capable of dissolving or dispersing one or more other substances to form a uniformly dispersed mixture.

**SPILL** - The release of a liquid, powder, or solid hazardous materials in a manner that poses a threat to air, water, ground, and to the environment.  
(See Incident)

**SPILLER** - See Responsible Party.

**SPONTANEOUSLY COMBUSTIBLE** - See Pyrophoric.

**STABILIZATION** - The period of an incident where the adverse behavior of the hazardous material is controlled. (NFPA 472, 1-3)

**STAGING AREA** - The area established for temporary location of available resources closer to the incident site to reduce response time.

**STATE WARNING CENTER, CALIFORNIA STATE WARNING CENTER, OES WARNING CENTER** - The Governor's Office of Emergency Services Warning Center facilitates emergency communications with government agencies at all levels. The California State Warning Center monitors seismic activity, weather and other conditions that could cause a disaster and is the central reporting office for any release or threatened release of a hazardous material. The California State Warning Center is the initial contact point in the state to initiate coordination and begin to mobilize federal, state and local agencies during a disaster.

**STORAGE** - Containment of hazardous materials on a temporary basis in such a manner as to not constitute disposal of such materials.

**STRICT LIABILITY** - The responsible party is liable even though they have exercised reasonable care.

**SUPERFUND AMENDMENTS & REAUTHORIZATION ACT (SARA)** - Created for the purpose of establishing Federal statutes for right-to-know standards, emergency response to hazardous materials incidents, re-authorized the Federal superfund, and mandated States to implement equivalent regulations/requirements.

**SUPPORT ZONE** - See Cold Zone.

**SURFACE IMPOUNDMENT** - A natural depression, human made excavation or diked area designed to hold an accumulation of liquid wastes or waste containing free liquids.

**SYNERGISTIC EFFECT** - The combined effect of two chemicals that is greater than the sum of the effect of each agent alone.

**SYSTEMIC** - Pertaining to the internal organs and structures of the body.

**SYSTEMIC TOXIC EXPOSURE** - Toxic effects to the body as a whole spreading via the bloodstream and often displaying delayed symptoms.

**TEAM LEADER** - See Entry Team Leader.

**TECHNICAL SPECIALIST -- HAZARDOUS MATERIALS REFERENCE** - Person assigned to document activities of the Hazardous Material Team and gather information relevant to the chemicals involved and their hazards.

**TERATOGEN** - A substance or agent that can result in malformations of a fetus.

**TERATOGENICITY** - Ability to produce birth defects.

**TERMINATION** - That portion of incident management where personnel are involved in documenting safety procedures, site operations, hazards faced, and lessons learned from the incident. Termination is divided into three phases- Debriefing, Post-Incident analysis, and Critique. (NFPA 472, 1-3) (See Post-Incident Analysis.)

**THIEVING ROD** - A glass rod used like a COLIWASSA, except the liquid is contained in the tube by a vacuum pressure.

**THRESHOLD** - The point where a physiological or toxicological effect begins to be produced by the smallest degree of stimulation.

**THRESHOLD LIMIT VALUE (TLV)** - The value for an airborne toxic material that is to be used as a guide in the control of health hazards and represents the concentration to which nearly all workers may be exposed 8 hours per day over extended periods of time without adverse effects.

**THRESHOLD LIMIT VALUE - CEILING (TLV-C)** - The concentration that should not be exceeded during any part of the working exposure.

**THRESHOLD LIMIT VALUE - TIME WEIGHTED AVERAGE (TLV-TWA)** - An exposure level under which most people can work consistently for 8 hours a day, day after day, with no harmful effects.

**THRESHOLD LIMIT VALUE SHORT TERM EXPOSURE LIMIT (TLV-STEL)** - A 15-minute time-weighted coverage exposure which should not be exceeded at any time during a work day, nor repeated more than 4 times per day, even if the 8-hour time-weighted average is within the Threshold Limit Value (TLV).

**THRESHOLD PLANNING QUANTITY (TPQ)** - The quantity designated for each extremely hazardous substance that triggers a required notification by facilities to the State emergency response commission that such facilities are subject to reporting under SARA Title III.

**TOTALLY ENCAPSULATED SUITS** - Special protective suits made of materials that prevent toxic or corrosive substances or vapors from coming in contact with the body. (See Fully Encapsulated Suit.)

**TOXIC** - Poisonous; relating to or caused by a toxin; able to cause injury by contact or systemic action to plants, animals or people.

**TOXIC CHEMICALS** - EPA uses this term for chemicals whose total emissions and releases must be reported annually by owners and operators of certain facilities that manufacture, process or otherwise use a listed toxic chemical as identified in SARA Title III.

**TOXICITY** - A relative property of a chemical agent that refers to its harmful effect on some biological mechanism and the conditions under which this effect occurs.

**TRAFFIC CONTROL/CROWD CONTROL** - Action(s) by law enforcement to secure and/or minimize exposure of the public to unsafe conditions resulting from emergency incidents, impediments and congestion.

**TREATMENT** - Any method, technique, or process which changes the physical, chemical, or biological character or composition of any hazardous waste, or removes or reduces its harmful properties or characteristics for any purpose.

**UNITED NATIONS (UN) IDENTIFICATION NUMBER** - When UN precedes a four-digit number, it indicates that this identification number is used internationally to identify a hazardous material.

**UPPER EXPLOSIVE LIMIT (UEL)** - The highest concentration of the material in air that can be detonated.

**UPWIND** - In or toward the direction from which the wind blows.

**VAPOR** - An air dispersion of molecules of a substance that is normally a liquid or solid at standard temperature and pressure.

**VAPOR DISPERSION** - The movement of vapor clouds in air due to turbulence, gravity, spreading, and mixing.

**VAPOR PROTECTIVE SUIT** - See Levels of Protection.

**VULNERABILITY** - The susceptibility of life, the environment, and/or property, to damage by a hazard.

**WARM ZONE** - The area where personnel and equipment decontamination and hot zone support takes place. It includes control points for the access corridor and thus assists in reducing the spread of contamination. This is also referred to as the "decontamination", "contamination reduction", "yellow zone", or "limited access zone" in other documents. (NFPA 472, 1-3)

**WATER REACTIVE** - Having properties of, when contacted by water, reacting violently, generating extreme heat, burning, exploding, or rapidly reacting to produce an ignitable, toxic, or corrosive mist, vapor, or gas.

## Glossary of Terms: Terrorism

**ACETYLCHOLINE** - A chemical neurotransmitter produced by nerve cells acting as a chemical “messenger” to stimulate the heart, skeletal muscles, and numerous secretory glands.

**ACETYLCHOLINESTERASE** - An enzyme that normally hydrolyzes the neurotransmitter acetylcholine, thereby stopping its activity, but can be inhibited by organophosphates, carbamates and certain other “nerve agents”.

**AEROBIC** - Capable of living and growing only in the presence of free oxygen.

**ANTHRAX** - A rod shaped aerobic bacteria *Bacillus Anthracis* that is spore producing and exists in three forms; The pulmonary form is usually 100 % lethal.

**ANTIBIOTIC** - A substance that inhibits the growth of or kills micro-organisms.

**ANTIPERSONNEL** - Agents those are effective directly against humans.

**ANTITOXIN** - A substance found or introduced into the blood serum or other body fluid that is specifically antagonistic to a toxin.

**ASEPTIC** - Free from infection.

**ATROPINE** - Therapeutic drug used as an antidote for nerve agents, is very effective in blocking the effects of excess acetylcholine.

**BACILLUS** - A rod-shaped bacterium.

**BACTERIA** - Single celled living microscopic organism varying in size from 0.5µm to 5 µm with a nucleus, intracellular structure, and a cell wall capable of duplicating itself through cell division. Some types of bacteria can transform into spores that may last for years or decades. Some types of bacteria can produce highly lethal toxins (*Botullinum*).

**BACTERIAL AGENT** - A pathogenic substance that can cause disease in humans and animals by means of two mechanisms; By invading living tissue or by producing poisonous toxins, or both.

**BIOLOGICAL AGENT** - Usually refers to all agents that may cause disease or death including bacteria, virus, and toxins.

**BIOLOGICAL TOXIN** - A chemical substance produced by a living organism, such as bacteria, plant, animal or insect, that by itself can be highly lethal, such as *botullinum* or *ricin*.

**BIOLOGICAL WARFARE** - The intentional use of biological agents as weapons to kill or injure humans, animals, or plants, or to damage equipment.

**BIOLOGICAL WARFARE AGENT** - Military use of living organisms or their toxins with the intent to cause death, disability, or damage to humans.

**BLISTER AGENT** - Substances that cause blistering and destruction of the skin through liquid or aerosol contact.

**BLOOD AGENT** - An antiquated military term implying that the site of action of cyanides is in the blood, but more accurately is described as an oxygen blocker for every cell in the body, beginning with the blood.

**BOTULISM** - Poisoning by botulinum toxin that is produced by the bacillus *Clostridium Botulinum* is anaerobic, and is usually 65% lethal.

**BRITISH ANTI-LEWISITE** - Therapeutic drug used as an antidote for Lewisite, is a heavy metal chelator, not often used, results are not guaranteed.

**CARDIAC** - Pertaining to the heart.

**CARRIER** - An individual who harbors specific disease organisms without showing symptoms, thus serving as a means of conveying infection.

**CELL** - A small mass of protoplasm, generally including a nucleus, surrounded by a semi-permeable membrane.

**CHEMICAL AGENT** - A chemical substance that is intended for use in military operations to kill, seriously injure, or incapacitate people through its physiological effects; See also *Chemical Warfare Agent*.

**CHEMICAL WARFARE AGENTS** - A chemical substance that is intended for use in military operations to kill, seriously injure or incapacitate, and are usually divided into 5 groups: Nerve, Blood, Respiratory (choking), Incapacitating, and Blister (vesicants).

**CHEMOTHERAPY** - The treatment of disease by chemicals that affect the causative organism unfavorably without seriously reacting on the patient.

**CHOKING AGENTS** - Substances that irritate, inflame, or cause physical injury to the tissues of the respiratory system, throat, nose and mouth.

**CHOLERA** - An acute infectious gastrointestinal disease with a mortality rate as high as 30%.

**COMMUNICABLE** - Capable of being transmitted from one individual to another.

**CONTAGIOUS** - Transmissible from one individual to another.

**CUTANEOUS** - Pertaining to the skin.

**CYANOGEN CHLORIDE (CK)** - A *blood agent* chemical warfare agent, causing almost immediate respiratory and cardiac failure within minutes of inhalation; Not as lethal as hydrogen cyanide.

**CYTOTOXIN** - A toxin that causes cellular destruction or interfere with metabolic processes, particularly with the respiratory and circulatory systems.

**DIARRHEA** - Abnormal frequency and liquidity of intestinal discharges.

**DIAZEPAM** - Therapeutic drug used as an antidote for nerve agents, is very effective as an anti-convulsant and to reduce brain damage.

**DISEASE** - Illness or sickness.

**DISINFECTANT** - An agent, usually chemical, that destroys infective agents.

**DISTILLED MUSTARD (HD)** - A *vesicant* chemical warfare agent used in WWI this sulfur mustard causes severe dermal and eye destruction and burns; is an oily liquid with a garlic odor.

**ENCEPHALITIS** - Inflammation of the brain.

**EDEMA** - Excessive accumulation of fluid in body tissue or body cavities.

**ENDEMIC** - Native to or prevalent in a particular district or region; having a low incidence but is constantly present in a given community or environment.

**ENDOTOXIN** - A toxin that is produced within a micro-organism and retained within the cell until it disintegrates.

**EPIDEMIC** - An outbreak of disease that spreads rapidly and attacks many individuals in the same region at the same time.

**ERYTHEMA** - Reddening of skin resembling a good case of sunburn; Typical of moderate exposure to *Mustard Substances* and *Lewisite*.

**EXOTOXIN** - A toxin excreted by a living organism.

**H** = Refers to a Levinstein mustard, a series of persistent blister agents that include distilled mustard (HD), and the nitrogen mustards (HN-1, HN-2, and HN-3).

**HYDROCYANIC ACID (AC)** - A *blood agent* chemical warfare agent causing almost immediate respiratory and cardiac failure within minutes of inhalation; Most lethal of the cyanides; Also known as hydrogen cyanide.

**INCAPACITATING AGENTS** - A group of chemical warfare agents intended to incapacitate rather than injure or kill, by causing severe eye and nasal distress and irritation; Popular with law enforcement for riot control; Examples are Mace and Pepper Spray.

**INFECTION** - Invasion of body tissues by organisms, usually pathogenic, which multiply and cause disease.

**INFECTIOUS DISEASE** - One that is caused by a living agent, such as bacteria, protozoa, virus, or fungi, and may or may not be contagious.

**INVASIVENESS** - The ability of a micro-organism to enter the body and spread throughout the tissues.

**INTOXICATION** - Poisoning.

**INTRAVENOUS** - Within the vein.

**LACRIMATOR** - A compound that causes a large flow of tears and irritates the skin; A Tearing Agent.

**LETHAL AGENTS** - Biological or chemical agents that could cause significant human mortality.

**LEWISITE (L)** - A *vesicant* chemical warfare agent used in WWI as a gas or aerosol, causes moderate to severe dermal and eye destruction and burns, heavily used but not totally successful, was considered a minor military threat.

**MALaise** - A feeling of bodily discomfort.

**MARK I** - Military kit containing antidotes Atropine and Prolidoxime Chloride.

**MACE<sup>®</sup> (CN)** - An *incapacitating* agent “chloroacetophenone” popular with law enforcement and military to render recipient temporarily incapable of resistance or flight. Less popular than stronger military formulation CS.

**MALaise** - A vague feeling of bodily discomfort.

**MICRO-ORGANISM** - Any organism, such as bacteria, viruses, and some fungi, that can be seen only with a microscope.

**MIOSIS** - Excessive contraction of the pupil.

**MUSTARD (H)** - A *vesicant* chemical warfare agent used in WWI as a gas or aerosol, causes severe dermal and eye destruction and burns. The term “mustard” usually refers to “sulfur mustard”; the more pure distilled mustard is referred to as “distilled mustard”.

**MUSTARGEN** - A *vesicant* chemical warfare agent used in WWI as a gas or aerosol, is HN2 derivative of nitrogen mustard and the most popular during WWI.

**MYCOTOXIN** - A toxin produced by fungi.

**NAUSEA** - Tendency to vomit; sickness of the stomach.

**NECROSIS** - Death of a cell or group of cells in contact with living tissue.

**NEURAL** - Relating or pertaining to the nerves.

**NEUROTOXIN** - A substance that is poisonous or destructive to nerve tissue.

**NERVE AGENT** - Substances that interfere with the central nervous system primarily through liquid contact (skin) and lesser so through aerosol (lungs).

**NEUROTOXINS** - Toxins that interfere with nerve impulses and may affect the central nervous system; Tend to act rapidly.

**NITROGEN MUSTARD (HN)** - A *vesicant* chemical warfare agent synthesized during WWI, there are three derivatives, HN1, HN2, and HN3.

**NONPERSISTENT AGENT** - An agent that upon release loses its ability to cause casualties after 10 to 15 minutes, typical of most incapacitating agents.

**NUCLEUS** - A body within a cell that is the center of reproductive activities of the cell.

**ORGANO-PHOSPHATE** - A phosphate containing organic compound that inhibit cholinesterase enzymes.

**2-PAM CHLORIDE** - Used in treatment of nerve agent poisoning.

**PATHOGENIC** - Causing disease.

**PATHOGEN** - Any disease producing micro-organism or material, which includes virus, bacteria, rickettsia, fungi and mycoplasma.

**PERCUTANEOUS AGENT** - Able to be absorbed by the body through the skin.

**PERSISTENT AGENT** - An agent that upon release retains its casualty producing effects for an extended period of time, usually from 30 minutes to several days; A substance usually having a low evaporation rate and its vapor is heavier than air.

**PHOSGENE** - A *respiratory agent* chemical warfare agent used in WWI as a gas, causes severe upper respiratory distress and edema as it hydrolyses to hydrochloric acid.

**PHOSGENE OXIME** - A *vesicant* chemical warfare agent, not popular, little used, was a minor military threat, is highly corrosive and a irritant.

**PHYTOTOXIN** - A toxin derived from a plant, such as ricin.

**PLAGUE** - Or "Black Death", is an aerobic bacterium *Yersinia Pestis* and occurs in three clinical forms; Pneumonic that can be 90% lethal, Septicemic, and Bubonic, which is the most common and may be 30% lethal; Pneumonic is highly contagious.

**RESPIRATORY AGENT** - Also referred to as pulmonary agents, a reference to chemical agents that attack the mucous membranes of the respiratory tract causing severe pain and edema; Chlorine, phosgene and oxides of nitrogen are examples.

**RICIN** - A poisonous toxin distilled from the seed of the castor oil plant.

**RIOT CONTROL AGENT** - An incapacitating agent intended to temporarily render a person inoperative by causing extreme distress and pain, but is not lethal; Examples are CN (MACE) and CS.

**SARIN (GB)** - A nerve agent developed by the Germans during WWII that has an LC<sub>50</sub> skin dose of 100-200 mg.

**SEPTIC** - Produced by or due to putrefaction or morbid germs.

**SOMAN (GD)** - A nerve agent developed by the Germans during WWII that has an LC<sub>50</sub> skin dose of 50-70 mg.

**SPORES** - A bacteria cell with a hardened shell that is more resistant to cold, heat, drying, chemicals and radiation than the bacterium itself, and may lie dormant for decades; They germinate when conditions are favorable and transform into bacteria cells.

**SULFUR MUSTARD (H)** - A *vesicant* chemical warfare agent synthesized during WWI, there are two derivatives H, and HD. See also "Mustard".

**SYMPTOMS** - Functional evidence of disease or of conditions, or a change in conditions that indicate a mental or bodily state.

**TABUN (GA)** - A nerve agent developed by the Germans during WWII that has an LC<sub>50</sub> skin dose of 200-400 mg.

**TEAR AGENT** - An incapacitating agent that produces irritating or disabling effects that rapidly disappear within minutes after exposure; A Lacrimator.

**TERRORISM** - The unlawful use of force against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in the furtherance of political or social objectives.

**TOXIC** - Poisonous and perhaps deadly depending on the dose and resistance of the individual.

**TOXICITY** - The quality of being poisonous depending on the potency of the toxin.

**TOXIN** - A chemical substance that is a product of a living organism, - plant, animal or bacteria, - which produce adverse or lethal effects on humans and animals; True toxins are protein like, more or less unstable particularly on contact with air, and require a short incubation or latent period to produce symptoms.

**TRANSMISSIBLE AGENT** - Pathogens that can spread disease from person to person.

**V AGENTS** - Persistent, highly toxic nerve agents developed in mid 1950's and absorbed primarily through the skin; An example is VX with a skin LC<sub>50</sub> dose of 10-50 mg.

**VACCINE** - A preparation of killed or attenuated infective toxic agent used as an inoculation to produce active artificial immunity.

**VESICANT** - A vapor or liquid chemical threat to dermal and eyes intended to cause severe burns and blistering with delayed effects appearing hours after contact. Prolong exposure causes bone marrow damage. There are no acceptable and reliable antidotes.

**VIABLE** - Capable of living.

**VIRAL AGENT** - A virus organism that brings about changes in healthy hosts cell such that the hosts cell usually dies.

**VIRULENCE** - Refers to the relative infectiousness of an organism or its ability to overcome the defenses of the host.

**VIRUS** - Extremely small submicroscopic agents from 0.02µm to 0.2µm with a nucleocapsid protein coat or lipid/glycoprotein coat, containing genetic RNA or DNA material, but not having a nucleus and incapable of duplicating itself through cell division; Invades a host cell and takes over the nucleus in order to replicate.

**VOMITING AGENT** - An incapacitating agent that encourages uncontrolled vomiting, nausea, coughing, sneezing, tearing, and pain to the affected areas, but rarely causes death.

## **APPENDIX J**

### **AGREEMENTS FOR THE FORMATION AND MAINTENANCE OF HAZARDOUS MATERIALS INCIDENT RESPONSE TEAMS (HMRTs) WITHIN SACRAMENTO COUNTY**

**COUNTY OF SACRAMENTO      AGREEMENT NO. # \_\_\_\_\_**

**AGREEMENT**

This AGREEMENT is made and entered into as of this 23<sup>rd</sup> day of May, 2006, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and THE CITY OF SACRAMENTO, a municipal corporation of the State of California (hereinafter referred to as "CITY"). This AGREEMENT is made to amend the prior agreement made between these same parties dated June 15, 2004.

**RECITALS**

**WHEREAS**, the timely response to and proper management of incidents involving the intentional or unintentional release of hazardous materials are critical to the protection of human health and the environment; and

**WHEREAS**, the proper management and control of responses to emergency incidents involving hazardous materials requires highly specialized training, equipment, supplies, communications and other resources in order to provide adequate protection for the health and safety of the public and emergency response personnel; and

**WHEREAS**, CITY has a hazardous materials response teams (hereinafter called "HAZ-MAT TEAM"), with specialized apparatus, equipment and capabilities; and

**WHEREAS**, the cost of establishing and maintaining a hazardous materials response team capability is so expensive and occurrence of emergency response incidents requiring the specialized expertise of a hazardous materials response team has increased so significantly that the COUNTY has determined that it would be more economical, feasible and appropriate to utilize the services of the HAZ-MAT TEAM available from the CITY rather than to develop and maintain duplicate response teams in various locations in the unincorporated area of Sacramento County; and

**WHEREAS**, CITY has offered, subject to consideration, to provide the services of their HAZ-MAT TEAM to Elk Grove Community Services District Fire Department, City of Folsom Fire Department, Galt Fire Protection District, Isleton Fire Protection District, Isleton Fire Department, Wilton Fire Protection District, Walnut Grove Fire Protection District, Delta Fire Protection District, Herald Fire Protection District and Delta Fire Protection District (hereafter called "COUNTY FIRE DISTRICTS") and to COUNTY under the provisions of this agreement and a separate mutual aid agreement:

CITY  
AGREEMENT NO. 2006-1086

CITY  
AGREEMENT NO. 2006-1086

WHEREAS, COUNTY and CITY desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CITY agree as follows:

**I. SCOPE OF SERVICES**

CITY shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

This Agreement shall be effective and commence as of the date first written above and shall end on July 1, 2009.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by certified mail-return receipt requested, addressed as follows:

TO COUNTY

DIRECTOR  
Environmental Management  
Department  
8475 Jackson Road, Suite 230  
Sacramento, CA 95826

TO CITY

FIRE CHIEF  
Sacramento Fire Department  
5770 Freeport Blvd, Suite 200  
Sacramento, CA 95822-3516

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt. Notice shall be deemed effective on the date of receipt.

**IV. COMPLIANCE WITH LAWS**

CITY and COUNTY shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

**V. STATUS OF CITY**

1. CITY shall comply with all applicable state, federal and local laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California State Family Code and Chapter 2.160 of the Sacramento County Code. CITY shall comply with all earnings assignment orders with respect to its employees and shall provide the names of all new employees to the New Hire Registry maintained by the California Employment Development Department;
2. Failure to comply with state and federal reporting requirements regarding CITY employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment shall constitute a default under this Agreement. Failure to cure such default within 90 days of notice by the COUNTY shall be grounds for termination of the contract.

#### **VII. BENEFITS WAIVER**

1. CITY acknowledges and agrees that CITY employees are not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CITY or any employee of CITY seek to obtain such benefits from COUNTY, CITY agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.
2. CITY agrees to include in all subcontracts subject to this Agreement that subcontractors are not employees of COUNTY and are not entitled to any benefits from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations.

#### **VIII. CONFLICT OF INTEREST**

CITY and CITY officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**IX. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

1. CITY agrees and assures COUNTY that CITY shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and that it will not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CITY shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
2. CITY represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and regulations and guidelines issued pursuant thereto.
3. CITY agrees to compile data, maintain records and submit reports as required by law to permit effective enforcement of all applicable antidiscrimination laws and this provision.
4. CITY shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**X. INDEMNIFICATION**

1. CITY shall indemnify, defend and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of the CITY, its officers, employees, or agents (including its volunteers and students).

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XV. DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the Director of the Environmental Management Department, or his/her designee.

**XVI. DISPUTES**

Any dispute arising under this Agreement shall be decided by DIRECTOR and the City of Sacramento Fire Chief, with the assistance of their operational staff. In the event that the DIRECTOR and the City of Sacramento Fire Chief cannot resolve the dispute, the Sacramento County Executive and City of Sacramento City Manager shall meet within thirty (30) days to consider the matter and reach a decision. In the event that the Sacramento County Executive and City of Sacramento City Manager cannot resolve the dispute, the matter shall be set for arbitration according to the rules of the American Arbitration Association within thirty (30) days after either the Sacramento County Executive or City of Sacramento City Manager requests that the matter be set for arbitration. If the parties cannot agree on selection of an arbitrator, they shall request appointment of an arbitrator by the State Mediation Service. The parties shall share equally the cost of the arbitrator.

**XVII. TERMINATION**

1. Either party may terminate this Agreement without cause upon one hundred eighty (180) days written notice to the other party.
2. COUNTY may terminate this Agreement for cause upon giving thirty (30) days written notice to CITY should CITY materially fail to perform this Agreement in the time and/or manner specified. Before such termination takes effect, however, CITY shall have thirty (30) days to cure the failure to perform. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CITY and it is later determined that CITY was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph 1 above.
3. COUNTY may terminate or amend this Agreement upon giving one hundred twenty (120) days written notice to CITY, if advised that funds are not available from external sources for this Agreement or for any

portion hereof, or if funds in COUNTY yearly proposed and final budget are not appropriated by COUNTY for this Agreement or any portion hereof.

4. If this Agreement is terminated under paragraphs 1, 2 or 3 above, CITY shall be paid for any services completed and provided prior to the date of contract termination, and for all unchangeable obligations incurred by CITY prior to the date of notice. In no event, however, shall COUNTY pay CITY an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination. Unchangeable obligations include those services required to be provided by CITY due to its "continuity of care" obligations.
5. CITY shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CITY can legally cancel.

#### **XVIII. REPORTS**

CITY shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CITY activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

#### **XIX. AUDITS AND RECORDS**

Upon COUNTY request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CITY premises, CITY financial and program records related to this Agreement as COUNTY deems necessary to determine CITY compliance with legal and contractual requirements and the correctness of claims submitted by CITY. CITY shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY request at COUNTY expense.

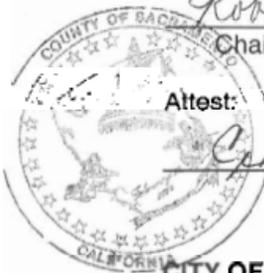
#### **XX. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and CITY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political subdivision of the State of California**

By:

 Roberta Macklacha  
Chair, Board of Supervisors

Date: 6/5/06

Attest:

Lesley H. Turner  
Clerk of the Board

Date: 5-23-06

**CITY OF SACRAMENTO, a municipal corporation of the State of California**

By:

Gustavo F. Vina  
Gustavo F. Vina, Assistant City Manager  
For: Ray Kerridge, City Manager  
October 13, 2006

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

Attest:

Dawn Bullen  
City Clerk

Date: 10-16-06

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY

COUNTY OF SACRAMENTO «TYPE» AGREEMENT NO. «cntrctnmbr»

CITY AGREEMENT NO. 2006-1086

**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY," and  
and the CITY OF SACRAMENTO, hereafter referred to as "CITY"**

**I. SCOPE OF SERVICES**

1. Immediately upon notification of an emergency situation involving hazardous materials that has been classified as a LEVEL II or LEVEL III INCIDENT, the CITY shall dispatch a HAZ MAT TEAM to respond to the scene. If more than two LEVEL II or LEVEL III hazardous materials incidents are occurring simultaneous within the City or County of Sacramento, the determination of the priority of response by a HAZ-MAT TEAM shall be at the sole discretion of the highest ranking chief officer of the Sacramento Fire Department on-duty or on-call at the time, based upon the assessment of the risks to the public or environment associated with the incident without regard to whether the incident is within the CITY or the unincorporated areas of the COUNTY.
2. Immediately upon arrival at the scene of the emergency hazardous materials incident, the HAZ-MAT TEAM Captain shall report to the Incident Commander having jurisdiction, and shall establish the Haz-Mat Group as identified in the Incident Command System. The Haz-Mat Group Safety Officer shall make immediate contact with the Safety Officer of the incident.
3. The services to be provided by the HAZ-MAT TEAM to COUNTY or COUNTY FIRE DISTRICTS shall include the following:
  - a. Assessing the scene as to the appropriate classification of the level of the incident, determination of any additional personal or environmental protective measures that may be required without further delay and determining the possible need for an additional assistance not already requested;
  - b. Providing rescue to victims, if necessary, and if possible without exposing emergency response personnel to unreasonable life-threatening risks;
  - c. Identification of the types and quantities of any hazardous materials involved, determination of the hazards they pose to life, environment and property, and advice as to appropriate measures necessary to mitigate, contain and suppress the emergency hazardous materials incident;

- d. Providing advice, assistance and special supplies in the extinguishment of any fires that may exist or pose a threat, if such extinguishment is considered to be essential by the Incident Commander, and in the selection of extinguishing agents to be utilized and the methods of application;
- e. Providing advice, assistance and location of special supplies in the suppression and containment of the hazardous materials involved in the incident including measures such as temporary diking, diverting, channeling, plugging, removal of fuel, and the elimination of ignition sources.
- f. Providing advice and assistance in the establishment of a Field Command Post in an appropriate and safe location;
- g. Providing advice and assistance in the establishment of a Resource Pool Staging Area in an appropriate and safe location;
- h. Providing advice and assistance in the determination and establishment of any restricted (hot) or limited access (warm) zones, and any areas that may need to be evaluated;
- i. Providing technical coordination with any private sector resources that may be involved in response to the emergency hazardous materials incidents;
- j. Providing advice and assistance to the County Environmental Management Department, the Department of Public Works, and the Emergency Operations Division of the Department of General Services of County as may be requested for the purpose of declaring a health emergency or a state of emergency, coordinating emergency response activities of County departments, and clean-up and restoration of the affected site to normal daily use;
- k. Providing technical information to the Incident Commander for dissemination to the public through the facilities of the Emergency broadcast System or directly to news media regarding the emergency hazardous materials incident;
- l. Providing advice and assistance as necessary, in the training of COUNTY FIRE DISTRICTS and COUNTY emergency response personnel; and
- m. Providing information as to the cost of the response by HAZ-MAT TEAM.

4. Nothing in this Agreement or any Exhibit thereto shall obligate the CITY to respond outside of Sacramento County.

## **II. COMPENSATION SCHEDULE**

For the services to be provided by CITY, COUNTY shall pay to CITY the following amounts:

For fiscal year 2006-07: \$254,600 base fee, plus the actual cost of response for each incident in the COUNTY.

The total amount (base fee plus response cost) paid to CITY by COUNTY shall not exceed \$268,000.

For fiscal year 2007-08: \$273,695 base fee, plus the actual cost of response for each incident in the COUNTY.

The total amount (base fee plus response cost) paid to CITY by COUNTY shall not exceed \$288,100.

For fiscal year 2008-09: Base fee of \$273,695 adjusted by a percentage increase as indicated by the United States City Average Consumer Price Index for Urban and Clerical Workers between March 2007 and March 2008 (rounded to the nearest tenth of 1%), plus the actual cost of response for each incident in the COUNTY.

The total amount (base fee plus response cost) paid to CITY by COUNTY shall not exceed \$288,100 adjusted by a percentage increase as indicated by the United States City Average Consumer Price Index for Urban and Clerical Workers between March 2007 and March 2008 (rounded to the nearest tenth of 1%), plus the actual cost of response for each incident in the COUNTY.

### **III. BILLING SCHEDULE and INVOICE FORMAT**

1. CITY shall submit invoices consistent with the following schedule:
  - a. Not later than October 15<sup>th</sup> of each contract year:

Amount totaling one-half (1/2) of the base fee
  - b. Not later than February 15<sup>th</sup> of each contract year:

Amount totaling one-half of the base fee plus CITY costs incurred from responding to hazardous materials incidents from July 1 through December 31 of the contract year.
  - c. Not later than July 20<sup>th</sup> following the conclusion of the contract year:

Amount totaling CITY costs incurred from responding to hazardous materials incidents from January 1 through June 30 of the contract year.
  - d. The total amount billed from all Invoices submitted pursuant to paragraphs 1a, 1b, and 1c. above shall not exceed the total contract limit for the contract year.
2. Costs incurred from responding to hazardous materials incidents shall be documented separately by incident. The following Information will be included:
  - a. Date of the incident.
  - b. Numbers of hours spent on scene.
  - c. Number of personnel responding.
  - d. Personnel salary cost.
  - e. Any equipment or materials cost.

**EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY,"  
and the CITY OF SACRAMENTO, hereafter referred to as "CITY"**

**I. INSURANCE REQUIREMENTS**

1. Each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent program of self-insurance, for professional liability, general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.
2. CITY shall furnish COUNTY with certificates evidencing coverage required below. **The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and general public are adequately protected.** All certificates or evidences of self-insurance are to be received and approved by COUNTY before performance commences.

**II. MINIMUM SCOPE OF INSURANCE.**

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
4. **PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to CITY's profession.
5. **UMBRELLA** or Excess Liability policies are acceptable where the need for

higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that are at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

### III. MINIMUM LIMITS OF INSURANCE

1. General Liability shall be made on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Product Comp/Op Aggregate:	\$2,000,000
Personal & Adv Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per occurrence.

RESOLUTION NO. 2006-0630

**BE IT RESOLVED AND ORDERED** that the Chair of the Board of Supervisors be and is hereby authorized and directed to execute an agreement to provide for hazardous materials incident response service by the Sacramento City Fire Department to other County Fire Districts, in the form hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with City of Sacramento and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor Dickinson, seconded by Supervisor Nottoli, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 23rd day of May, 2006, by the following vote, to wit:

AYES:	Supervisors,	Dickinson, Nottoli, MacClashan
NOES:	Supervisors,	None
ABSENT:	Supervisors,	Collin, Peters
ABSTAIN:	Supervisors,	None



Roberta MacClashan  
Chair of the Board of Supervisors  
of Sacramento County, California

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento on MAY 23 2006

By [Signature]  
Deputy Clerk, Board of Supervisors

ATTEST: [Signature]  
Clerk, Board of Supervisors

**FILED**

MAY 23 2006

BOARD OF SUPERVISORS

BY [Signature]  
CLERK OF THE BOARD

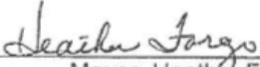
Adopted by the City of Sacramento City Council on October 10, 2006 by the following vote:

Ayes: Councilmembers, Cohn, Fong, Hammond, McCarty, Sheedy, Tretheway, Waters, and Mayor Fargo.

Noes: None.

Abstain: None.

Absent: Councilmember Pannell.

  
\_\_\_\_\_  
Mayor, Heather Fargo

Attest:   
\_\_\_\_\_  
Shirley Concolino, City Clerk

**XXI. TRAINING**

At a frequency not exceeding once each calendar quarter, COUNTY Environmental Management Department will make available at least two of their Incident Response Team personnel to participate in HAZMAT response training conducted by CITY. Each training event shall not exceed eight hours in duration.

**COUNTY OF SACRAMENTO AGREEMENT NO. # \_\_\_\_\_**

**AGREEMENT**

This AGREEMENT is made and entered into as of this 23<sup>rd</sup> day of May 2006, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and THE SACRAMENTO METROPOLITAN FIRE DISTRICT, (hereinafter referred to as "METRO"). This AGREEMENT is made to amend the prior agreement made between these same parties dated June 17, 2004.

**RECITALS**

**WHEREAS**, the timely response to and proper management of incidents involving the intentional or unintentional release of hazardous materials are critical to the protection of human health and the environment; and

**WHEREAS**, the proper management and control of responses to emergency incidents involving hazardous materials requires highly specialized training, equipment, supplies, communications and other resources in order to provide adequate protection for the health and safety of the public and emergency response personnel; and

**WHEREAS**, METRO has recognized the need for expanding the number of hazardous materials response teams available the various fire districts or departments throughout Sacramento County to mitigate situations involving the release of such materials; and

**WHEREAS**, METRO is developing a hazardous materials response team (hereinafter called "HAZ-MAT TEAM"), with specialized apparatus, equipment and capabilities to augment existing area incident response resources; and

**WHEREAS**, because the HAZ-MAT TEAM being established by METRO will require a transition period to achieve full operational capability, METRO is not seeking financial consideration over the term of this Agreement; and

**WHEREAS**, the cost of establishing and maintaining a hazardous materials response team capability is so expensive and occurrence of emergency response incidents requiring the specialized expertise of a hazardous materials response team has increased so significantly that the COUNTY has determined that it would be more economical, feasible and appropriate to utilize the services of the HAZ-MAT TEAM available from METRO rather than to develop and maintain duplicate response teams in various locations in the unincorporated area of Sacramento County; and

**WHEREAS**, METRO has offered to provide the services of their HAZ-MAT TEAM to hazardous materials incidents within their jurisdiction and on a case by case basis to the Elk Grove Community Services District Fire Department, City of Folsom Fire Department, Galt Fire Protection District, Isleton Fire Protection District, Isleton Fire Department, Wilton Fire Protection District, Walnut Grove Fire Protection District, Delta Fire Protection District, Herald Fire Protection District and Delta Fire Protection District (hereafter called "COUNTY FIRE DISTRICTS") and to COUNTY under the provisions of this agreement and a separate mutual aid agreement:

**WHEREAS**, COUNTY and METRO desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and METRO agree as follows:

**I. SCOPE OF SERVICES**

METRO shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

This Amended Agreement shall be effective and commence as of the date first written above and shall end on July 1, 2009.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by certified mail-return receipt requested, addressed as follows:

TO COUNTY

DIRECTOR  
Environmental Management  
Department  
8475 Jackson Road, Suite 230  
Sacramento, CA 95826

TO METRO

FIRE CHIEF  
Sacramento Metropolitan Fire District  
2101 Hurley Way  
Sacramento, CA 95825-3208

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a

change of address to the other party, which shall be effective upon receipt. Notice shall be deemed effective on the date of receipt.

**IV. COMPLIANCE WITH LAWS**

METRO and COUNTY shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

**V. STATUS OF METRO**

1. It is understood and agreed that METRO (including METRO employees) is an independent special district and that no relationship of employer-employee exists between the parties hereto. METRO assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to METRO under the provisions of this Agreement; and as an independent special district, METRO hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any employee of METRO that an employer-employee relationship exists by reason of this Agreement.
2. It is further understood and agreed by the parties hereto that METRO in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by METRO for accomplishing the results.
3. If, in the performance of this Agreement, any third persons are employed by METRO, such person shall be entirely and exclusively under the direction, supervision, and control of METRO. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by METRO, and the COUNTY shall have no right or authority over such persons or the terms of such employment.
4. It is further understood and agreed that as an independent special district, and not an employee of COUNTY, METRO assigned personnel shall not have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. METRO employees shall not be covered by COUNTY's worker's compensation; nor shall METRO employees be entitled to compensated sick leave,

vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.

5. It is further understood and agreed that METRO must issue W-2 and 941 Forms for income and employment tax purposes, for all of METRO assigned personnel under the terms and conditions of this Agreement.

**VI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

1. METRO shall comply with all applicable state, federal and local laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California State Family Code and Chapter 2.160 of the Sacramento County Code. METRO shall comply with all earnings assignment orders with respect to its employees and shall provide the names of all new employees to the New Hire Registry maintained by the California Employment Development Department;
2. Failure to comply with state and federal reporting requirements regarding METRO employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment shall constitute a default under this Agreement. Failure to cure such default within 90 days of notice by the COUNTY shall be grounds for termination of the contract.

**VII. BENEFITS WAIVER**

1. METRO acknowledges and agrees that METRO employees are not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should METRO or any employee of METRO seek to obtain such benefits from COUNTY, METRO agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.
2. METRO agrees to include in all subcontracts subject to this Agreement that subcontractors are not employees of COUNTY and are not entitled

to any benefits from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations.

**VIII. CONFLICT OF INTEREST**

METRO and METRO officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**IX. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

1. METRO agrees and assures COUNTY that METRO shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and that it will not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. METRO shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
2. METRO represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and regulations and guidelines issued pursuant thereto.
3. METRO agrees to compile data, maintain records and submit reports as required by law to permit effective enforcement of all applicable antidiscrimination laws and this provision.
4. METRO shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**X. INDEMNIFICATION**

1. METRO shall indemnify, defend and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of METRO, its officers, employees, or agents (including its volunteers and students).
2. COUNTY shall indemnify, defend, and hold harmless METRO and its officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of COUNTY, its Board of Supervisors, officers, employees, or agents (including its volunteers).

**XI. INSURANCE**

Without limiting METRO indemnification, METRO shall maintain in force at all times during the term of this Agreement and any extensions or modifications hereto, insurance as specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to METRO under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered.

**XII. SUBCONTRACTS, ASSIGNMENT**

1. Any subcontracting will be subject to all applicable provisions of this Agreement. Subcontracting services delivered under this Agreement shall not in any way relieve METRO of any duty or responsibility under this Agreement and METRO shall remain primarily obligated for the performance of all services.
2. This Agreement is not assignable by METRO in whole or in part, without the prior written consent of COUNTY.

**XIII. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

**XIV. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XV. DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the Director of the Environmental Management Department, or his/her designee.

**XVI. DISPUTES**

Any dispute arising under this Agreement shall be decided by DIRECTOR who shall put his decision in writing and mail a copy thereof to the address for notice to METRO. The decision of DIRECTOR shall be final unless within thirty (30) days from the date of mailing of such copy METRO appeals the decision in writing to the Sacramento County Board of Supervisors. In connection with any appeal proceeding under this paragraph, METRO shall be afforded the opportunity to be heard and offer evidence in support of its appeal. Pending a final decision of dispute hereunder METRO shall proceed diligently with the performance of the Agreement and in accordance with DIRECTOR's decision, unless the DIRECTOR's decision states otherwise. The decision of the Board of Supervisors on the appeal shall be the COUNTY's final decision.

**XVII. TERMINATION**

1. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.
2. COUNTY may terminate this Agreement for cause upon giving ten (10) days written notice to METRO should METRO materially fail to perform this Agreement in the time and/or manner specified. Before such

termination takes effect, however, METRO shall have ten (10) days to cure the failure to perform. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to METRO and it is later determined that METRO was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph 1 above.

3. METRO shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that METRO can legally cancel.

#### **XVIII. REPORTS**

METRO shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning METRO activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

#### **XIX. AUDITS AND RECORDS**

Upon COUNTY request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at METRO premises, METRO program records related to this Agreement as COUNTY deems necessary to determine METRO compliance with legal and contractual requirements. METRO shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY request at COUNTY expense.

#### **XX. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and METRO regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and METRO regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political subdivision of the State of California**

By:

Roberta Macklaske

Date: 6/5/06

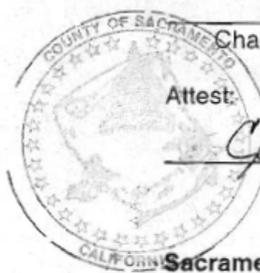
Chair, Board of Supervisors

Attest:

Gayle H. Mearns

Date: 5-23-06

Clerk of the Board



**Sacramento Metropolitan Fire District**

By:

Don Onda

Date: 6/13/06

Fire Chief

Attest:

Charlotte Wilson

Date: 6/13/06

Clerk of the Board



COUNTY OF SACRAMENTO «TYPE» AGREEMENT NO. «cntrctnmbr»

**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY," and  
and the SACRAMENTO METROPLITAN FIRE DISTRICT, hereafter referred  
to as "METRO"**

**I. SCOPE OF SERVICES**

1. Immediately upon notification of an emergency situation involving hazardous materials that has been classified as a LEVEL II or LEVEL III INCIDENT, the METRO shall dispatch a HAZ MAT TEAM to respond to the scene. If more than three LEVEL II or LEVEL III hazardous materials incidents are occurring simultaneous within the METRO or County of Sacramento, the determination of the priority of response by a HAZ-MAT TEAM shall be at the sole discretion of the highest ranking chief officer of the Sacramento Metropolitan Fire Department on-duty or on-call at the time, based upon the assessment of the risks to the public or environment associated with the incident without regard to whether the incident is within the Sacramento Metropolitan Fire District or other areas of Sacramento County.
2. Immediately upon arrival at the scene of the emergency hazardous materials incident, the HAZ-MAT TEAM Captain shall report to the Incident Commander having jurisdiction, and shall establish the Haz-Mat Group as identified in the Incident Command System. The Haz-Mat Group Safety Officer shall make immediate contact with the Safety Officer of the incident.
3. The services to be provided by the HAZ-MAT TEAM to COUNTY or COUNTY FIRE DISTRICTS shall include the following:
  - a. Assessing the scene as to the appropriate classification of the level of the incident, determination of any additional personal or environmental protective measures that may be required without further delay and determining the possible need for an additional assistance not already requested;
  - b. Providing rescue to victims, if necessary, and if possible without exposing emergency response personnel to unreasonable life-threatening risks;
  - c. Identification of the types and quantities of any hazardous materials involved, determination of the hazards they pose to life, environment and property, and advice as to appropriate measures necessary to

mitigate, contain and suppress the emergency hazardous materials incident;

- d. Providing advice, assistance and special supplies in the extinguishment of any fires that may exist or pose a threat, if such extinguishment is considered to be essential by the Incident Commander, and in the selection of extinguishing agents to be utilized and the methods of application;
- e. Providing advice, assistance and location of special supplies in the suppression and containment of the hazardous materials involved in the incident including measures such as temporary diking, diverting, channeling, plugging, removal of fuel, and the elimination of ignition sources.
- f. Providing advice and assistance in the establishment of a Field Command Post in an appropriate and safe location;
- g. Providing advice and assistance in the establishment of a Resource Pool Staging Area in an appropriate and safe location;
- h. Providing advice and assistance in the determination and establishment of any restricted (hot) or limited access (warm) zones, and any areas that may need to be evaluated;
- i. Providing technical coordination with any private sector resources that may be involved in response to the emergency hazardous materials incidents;
- j. Providing advice and assistance to the County Environmental Management Department, the Department of Public Works, and the Emergency Operations Division of the Department of General Services of County as may be requested for the purpose of declaring a health emergency or a state of emergency, coordinating emergency response activities of County departments, and clean-up and restoration of the affected site to normal daily use;
- k. Providing technical information to the Incident Commander for dissemination to the public through the facilities of the Emergency broadcast System or directly to news media regarding the emergency hazardous materials incident;
- l. Providing advice and assistance as necessary, in the training of COUNTY FIRE DISTRICTS and COUNTY emergency response personnel; and

- m. Providing information as to the cost of the response by HAZ-MAT TEAM.
- 4. Nothing in this Agreement or any Exhibit thereto shall obligate the METRO to respond outside of Sacramento County.

**II. COMPENSATION SCHEDULE**

For the services provided by METRO, COUNTY shall pay to METRO the following amounts:

For fiscal year 2006-07: \$125,400 base fee, plus the actual cost of response for each incident in the COUNTY.

The total amount (base fee plus response cost) paid to METRO by COUNTY shall not exceed \$132,000.

For fiscal year 2007-08: \$134,805 base fee, plus the actual cost of response for each incident in the COUNTY.

The total amount (base fee plus response cost) paid to METRO by COUNTY shall not exceed \$141,900.

For fiscal year 2008-09: Base fee of \$134,805 adjusted by a percentage increase as indicated by the United States City Average consumer Price Index for Urban and Clerical Workers between March 2007 and March 2008 (rounded to the nearest tenth of 1%), plus the actual cost of response for each incident in the COUNTY.

The total amount (base fee plus response cost) paid to METRO by COUNTY shall not exceed \$141,900 adjusted by a percentage increase as indicated by the United States City Average Consumer Price Index for Urban and Clerical Workers between March 2007 and March 2008 (rounded to the nearest 1%), plus the actual cost of response for each incident in the COUNTY.

III. BILLING SCHEDULE and INVOICE FORMAT

1. METRO shall submit invoices consistent with the following schedule:

a. Not later than October 15<sup>th</sup> of each contract year:

Amount totaling one-half (1/2) of the base fee

b. Not later than February 15<sup>th</sup> of each contract year:

Amount totaling one-half of the base fee plus METRO costs incurred from responding to hazardous materials incidents from July 1 through December 31 of the contract year.

c. Not later than July 20<sup>th</sup> following the conclusion of the contract year:

Amount totaling METRO costs incurred from responding to hazardous materials incidents from January 1 through June 30 of the contract year.

d. The total amount billed from all Invoices submitted pursuant to paragraphs 1a, 1b and 1c above shall not exceed the total contract limit for the contract year.

2. Costs incurred from responding to hazardous materials incidents shall be documented separately by incident. The following information will be included:

- a. Date of the incident.
- b. Numbers of hours spent on scene.
- c. Number of personnel responding.
- d. Personnel salary cost.
- e. Any equipment or materials cost.

**EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY,"  
and the SACRAMENTO METROPOLITAN FIRE DISTRICT, hereafter referred  
to as "METRO"**

**I. INSURANCE REQUIREMENTS**

1. Each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent program of self-insurance, for professional liability, general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.
2. METRO shall furnish COUNTY with certificates evidencing coverage required below. **The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and general public are adequately protected.** All certificates or evidences of self-insurance are to be received and approved by COUNTY before performance commences.

**II. MINIMUM SCOPE OF INSURANCE.**

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. **WORKERS' COMPENSATION:** Legally self-insured.
4. **PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to METRO's profession.
5. **UMBRELLA** or Excess Liability policies are acceptable where the need for

higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that are at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

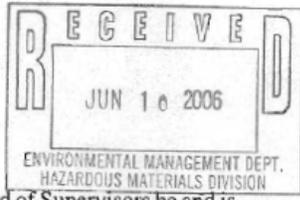
### III. MINIMUM LIMITS OF INSURANCE

1. General Liability shall be made on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Product Comp/Op Aggregate:	\$2,000,000
Personal & Adv Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per occurrence.

ER



RESOLUTION NO. 2006-0631

BE IT RESOLVED AND ORDERED that the Chair of the Board of Supervisors be and is hereby authorized and directed to execute an agreement to provide for hazardous materials incident response service by the Sacramento Metropolitan Fire District to other County Fire Districts, in the form hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor Dickinson, seconded by Supervisor Nottoli, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 23rd day of May, 2006, by the following vote, to wit:

- AYES: Supervisors, Dickinson, Nottoli, MacGlashan
- NOES: Supervisors, None
- ABSENT: Supervisors, Collin, Peters
- ABSTAIN: Supervisors, None



*Roberta MacGlasha*

Chair of the Board of Supervisors of Sacramento County, California

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento on **MAY 23 2006**

By Knoro  
Deputy Clerk, Board of Supervisors

ATTEST: Cindy H. Turner  
Clerk, Board of Supervisors

**FILED**

MAY 23 2006

BOARD OF SUPERVISORS  
BY Cindy H. Turner  
CLERK OF THE BOARD

The foregoing is a correct copy of a resolution adopted by the Board of Supervisors, Sacramento County, California

on 5-23-06

Dated 6-1-06

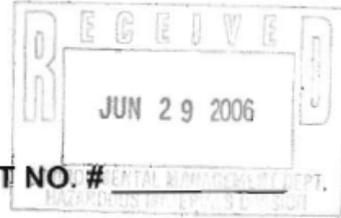
Clerk of said Board of Supervisors

By *Bob Jukaku*  
Deputy

**Appendix K**

**JOINT AGREEMENTS BETWEEN EMD AND  
INCORPORATED CITIES IN SACRAMENTO COUNTY**

## CITY OF CITRUS HEIGHTS



COUNTY OF SACRAMENTO AGREEMENT NO. #

### AGREEMENT

THIS AGREEMENT is made and entered into as of this 29 day of June, 2006, between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and THE CITY OF CITRUS HEIGHTS, a municipal corporation of the State of California (hereinafter referred to as "CITY").

### RECITALS

**WHEREAS**, the timely response to and proper management of incidents involving the intentional or unintentional release of hazardous materials are critical to the protection of human health and the environment; and

**WHEREAS**, the proper management and control of responses to emergency incidents involving hazardous materials requires highly specialized training, equipment, supplies, communications and other resources in order to provide adequate protection for the health and safety of the public and emergency response personnel; and

**WHEREAS**, COUNTY has entered into contractual agreements with the Sacramento Fire Department and the Sacramento Metropolitan Fire District, hereafter referred to as "CONTRACTORS" to provide hazardous materials response teams (hereinafter called "HAZ-MAT TEAM"), with specialized apparatus, equipment and capabilities; and

**WHEREAS**, the cost of establishing and maintaining a hazardous materials response team capability is so expensive and occurrence of emergency response incidents requiring the specialized expertise of a hazardous materials response team has increased so significantly that the CITY has determined that it would be more economical, feasible and appropriate to utilize the services of the HAZ-MAT TEAM available from the COUNTY through its contractual agreements with CONTRACTORS rather than to develop and maintain duplicate response teams; and

**WHEREAS**, COUNTY has offered, subject to consideration, to include CITY within the scope of service coverage of HAZ-MAT TEAM through the provisions of its contractual agreements with CONTRACTORS and a separate mutual aid agreement:

**WHEREAS**, COUNTY and CITY desire to enter into this Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

I. **SCOPE OF SERVICES**

COUNTY provide services in the amount, type and manner described in Exhibit "A", which is attached hereto and incorporated herein. Payment to be made by CITY per Exhibit "B" which is attached hereto and incorporated herein.

II. **TERM**

This Agreement shall be effective and commence as July 1, 2006 and shall end on June 30, 2009.

III. **NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by certified mail-return receipt requested, addressed as follows:

TO COUNTY

DIRECTOR  
Sacramento County Environmental  
Management Department  
8475 Jackson Road, Suite 230  
Sacramento, CA 95826

TO CITY

CITY MANAGER  
City of Citrus Heights  
6237 Fountain Square Drive  
Citrus Heights, CA 95621

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt. Notice shall be deemed effective on the date of receipt.

**IV. COMPLIANCE WITH LAWS**

CITY and COUNTY shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

**V. CONFLICT OF INTEREST**

CITY and CITY officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**VI. INDEMNIFICATION**

1. CITY shall indemnify, defend and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, contractors and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of the CITY, its officers, employees, or agents (including its volunteers and students).
2. COUNTY shall indemnify, defend, and hold harmless CITY and its officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of COUNTY, its Board of Supervisors, officers, employees, or agents (including its volunteers).

**VII. INSURANCE**

Without limiting COUNTY or CONTRACTORS indemnification, COUNTY and CONTRACTORS shall maintain in force at all times during the term of this Agreement and any extensions or modifications hereto, insurance as specified in Exhibit C.

**VIII. SUBCONTRACTS, ASSIGNMENT**

1. Any subcontracting will be subject to all applicable provisions of this Agreement. Subcontracting services delivered under this Agreement shall not in any way relieve COUNTY of any duty or responsibility under this Agreement and COUNTY shall remain primarily obligated for the performance of all services.
2. This Agreement is not assignable by COUNTY in whole or in part, without the prior written consent of CITY.

**IX. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

**X. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XI. TERMINATION**

Either party may terminate this Agreement upon one hundred and eighty (180) days written notice to the other party. Notice shall be deemed served on the date of mailing.

**XII. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and CITY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political subdivision of the State of California**

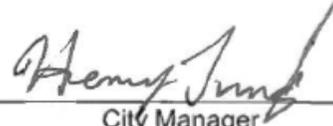
By:   
\_\_\_\_\_  
Director, Sacramento County  
Environmental Management Department

Date: 6/30/2006

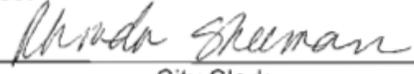
Attest:   
\_\_\_\_\_  
County Counsel

Date: 6-30-06

**CITY OF CITRUS HEIGHTS, a municipal corporation of the State of California**

By:   
\_\_\_\_\_  
City Manager

Date: 6/29/06

Attest:   
\_\_\_\_\_  
City Clerk

Date: 6/29/06

**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY," and  
and the CITY OF CITRUS HEIGHTS, hereafter referred to as "CITY"**

**I. SCOPE OF SERVICES**

**COUNTY DESCRIPTION OF SERVICES**

COUNTY will work within a partnership relationship with CITY and provide the following services:

1. Immediately upon notification of an emergency situation involving hazardous materials that has been classified as a LEVEL II or LEVEL III INCIDENT, the COUNTY, through its contractual agreement with CONTRACTORS, shall provide for the dispatch a HAZ MAT TEAM to respond to the scene. If more than three LEVEL II or LEVEL III hazardous materials incidents are occurring simultaneous within the CITY or other areas of the COUNTY, the determination of the priority of response by a HAZ-MAT TEAM shall be at the sole discretion of the highest ranking chief officer of the Sacramento Fire Department or Sacramento Metropolitan Fire Protection District on-duty or on-call at the time, based upon the assessment of the risks to the public or environment associated with the incident without regard to whether the incident is within the CITY or other areas of the COUNTY.
2. Immediately upon arrival at the scene of the emergency hazardous materials incident, the HAZ-MAT TEAM Captain shall report to the Incident Commander having jurisdiction, and shall establish the Haz-Mat Group as identified in the Incident Command System. The Haz-Mat Group Safety Officer shall make immediate contact with the Safety Officer of the incident.
3. The services to be provided by the HAZ-MAT TEAM to COUNTY or COUNTY FIRE DISTRICTS shall include the following:
  - a. Assessing the scene as to the appropriate classification of the level of the incident, determination of any additional personal or environmental protective measures that may be required without further delay and determining the possible need for an additional assistance not already requested;

- b. Providing rescue to victims, if necessary, and if possible without exposing emergency response personnel to unreasonable life-threatening risks;
- c. Identification of the types and quantities of any hazardous materials involved, determination of the hazards they pose to life, environment and property, and advice as to appropriate measures necessary to mitigate, contain and suppress the emergency hazardous materials incident;
- d. Providing advice, assistance and special supplies in the extinguishment of any fires that may exist or pose a threat, if such extinguishment is considered to be essential by the Incident Commander, and in the selection of extinguishing agents to be utilized and the methods of application;
- e. Providing advice, assistance and location of special supplies in the suppression and containment of the hazardous materials involved in the incident including measures such as temporary diking, diverting, channeling, plugging, removal of fuel, and the elimination of ignition sources.
- f. Providing advice and assistance in the establishment of a Field Command Post in an appropriate and safe location;
- g. Providing advice and assistance in the establishment of a Resource Pool Staging Area in an appropriate and safe location;
- h. Providing advice and assistance in the determination and establishment of any restricted (hot) or limited access (warm) zones, and any areas that may need to be evaluated;
- i. Providing technical coordination with any private sector resources that may be involved in response to the emergency hazardous materials incidents;
- j. Providing advice and assistance to the County Environmental Management Department, the CITY Department of Public Works, and the Emergency Operations Division of the Department of General Services of County as may be requested for the purpose of declaring a health emergency or a state of emergency, coordinating emergency response activities of CITY departments, and clean-up and restoration of the affected site to normal daily use;
- k. Providing technical information to the Incident Commander for dissemination to the public through the facilities of the Emergency

broadcast System or directly to news media regarding the emergency hazardous materials incident;

- I. Providing advice and assistance as necessary, in the training of COUNTY FIRE DISTRICTS and CITY emergency response personnel; and
  - m. Providing information as to the cost of the response by HAZ-MAT TEAM.
4. Nothing in this Agreement or any Exhibit thereto shall obligate the COUNTY to provide HAZ-MAT TEAM services outside of Sacramento County.



**EXHIBIT C to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY,"  
and the CITY OF CITRUS HEIGHTS, hereafter referred to as "CITY"**

**I. INSURANCE REQUIREMENTS**

1. Each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent program of self-insurance, for professional liability, general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.
2. If requested, COUNTY shall furnish CITY with certificates evidencing coverage of the Sacramento Fire Department and Sacramento Metropolitan Fire District, hereafter referred to as "CONTRACTORS" as required below. The COUNTY Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY, CITY, and general public are adequately protected. All CONTRACTOR certificates or evidences of self-insurance are to be received and approved by COUNTY before performance commences.

**II. MINIMUM SCOPE OF INSURANCE.**

Coverage of CONTRACTORS shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office.
2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to CONTRACTORS profession.

5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverage that are at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

### III. MINIMUM LIMITS OF INSURANCE

1. General Liability shall be made on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Product Comp/Op Aggregate:	\$2,000,000
Personal & Adv Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per occurrence.

## CITY OF ELK GROVE

COUNTY OF SACRAMENTO AGREEMENT NO. # \_\_\_\_\_

### AGREEMENT

THIS AGREEMENT is made and entered into as of this 3<sup>rd</sup> day of Nov., 2004, between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and THE CITY OF ELK GROVE, a municipal corporation of the State of California (hereinafter referred to as "CITY").

**WHEREAS**, COUNTY has entered into contractual agreements with the Sacramento Fire Department and the Sacramento Metropolitan Fire District, hereafter referred to as "CONTRACTORS" to provide hazardous materials response teams (hereinafter called "HAZ-MAT TEAM"), with specialized apparatus, equipment and capabilities; and

**WHEREAS**, COUNTY and CITY desire to enter into this Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

**I. SCOPE OF SERVICES**

COUNTY provide services in the amount, type and manner described in Exhibit "A", which is attached hereto and incorporated herein.

**II. TERM**

This Agreement shall be effective and commence as of July 1, 2004 and shall end on June 30, 2009.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by certified mail-return receipt requested, addressed as follows:

TO COUNTY

DIRECTOR  
Sacramento County Environmental  
Management Department  
8475 Jackson Road, Suite 230  
Sacramento, CA 95826

TO CITY

CITY MANAGER  
City of Elk Grove  
8400 Laguna Palms Way  
Elk Grove, CA 95758

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt. Notice shall be deemed effective on the date of receipt.

**IV. COMPLIANCE WITH LAWS**

CITY and COUNTY shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

**V. CONFLICT OF INTEREST**

CITY and CITY officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**VI. INDEMNIFICATION**

1. CITY shall indemnify, defend and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, contractors and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of the CITY, its officers, employees, or agents (including its volunteers and students).
2. COUNTY shall indemnify, defend, and hold harmless CITY and its officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of COUNTY, its Board of Supervisors, officers, employees, or agents (including its volunteers).

**VII. INSURANCE**

Without limiting COUNTY or CONTRACTORS indemnification, COUNTY and CONTRACTORS shall maintain in force at all times during the term of this Agreement and any extensions or modifications hereto, insurance as specified in Exhibit C.

**VIII. SUBCONTRACTS, ASSIGNMENT**

1. Any subcontracting will be subject to all applicable provisions of this Agreement. Subcontracting services delivered under this Agreement shall not in any way relieve COUNTY of any duty or responsibility under this Agreement and COUNTY shall remain primarily obligated for the performance of all services.
2. This Agreement is not assignable by COUNTY in whole or in part, without the prior written consent of CITY.

**IX. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

**X. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XI. TERMINATION**

Either party may terminate this Agreement upon one hundred and eighty (180) days written notice to the other party. Notice shall be deemed served on the date of mailing.

**XII. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and CITY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political subdivision of the State of California**

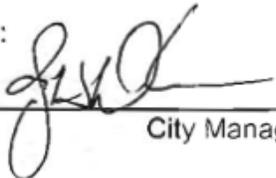
By:   
\_\_\_\_\_  
Director, Sacramento County  
Environmental Management Department

Date: 10/26/2004

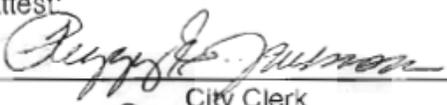
Attest:   
\_\_\_\_\_  
County Counsel

Date: 11-12-04

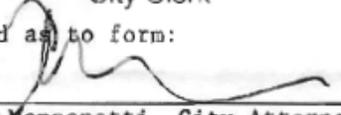
**CITY OF ELK GROVE, a municipal corporation of the State of California**

By:   
\_\_\_\_\_  
City Manager

Date: 11/5/04

Attest:   
\_\_\_\_\_  
City Clerk

Date: 11/8/04

Approved as to form:  
  
\_\_\_\_\_  
Anthony Manzanetti, City Attorney

Date: 10/29/04

COUNTY OF SACRAMENTO «TYPE» AGREEMENT NO.«cntrctnmbr»

**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY," and  
and the CITY OF ELK GROVE, hereafter referred to as "CITY"**

**I. SCOPE OF SERVICES**

**COUNTY DESCRIPTION OF SERVICES**

COUNTY will work within a partnership relationship with CITY and provide the following services:

1. Immediately upon notification of an emergency situation involving hazardous materials that has been classified as a LEVEL II or LEVEL III INCIDENT, the COUNTY, through its contractual agreement with CONTRACTORS, shall provide for the dispatch a HAZ MAT TEAM to respond to the scene. If more than three LEVEL II or LEVEL III hazardous materials incidents are occurring simultaneous within the CITY or other areas of the COUNTY, the determination of the priority of response by a HAZ-MAT TEAM shall be at the sole discretion of the highest ranking chief officer of the Sacramento Fire Department or Sacramento Metropolitan Fire Protection District on-duty or on-call at the time, based upon the assessment of the risks to the public or environment associated with the incident without regard to whether the incident is within the CITY or other areas of the COUNTY.
2. Immediately upon arrival at the scene of the emergency hazardous materials incident, the HAZ-MAT TEAM Captain shall report to the Incident Commander having jurisdiction, and shall establish the Haz-Mat Group as identified in the Incident Command System. The Haz-Mat Group Safety Officer shall make immediate contact with the Safety Officer of the incident.
3. The services to be provided by the HAZ-MAT TEAM to COUNTY or COUNTY FIRE DISTRICTS shall include the following:
  - a. Assessing the scene as to the appropriate classification of the level of the incident, determination of any additional personal or environmental protective measures that may be required without further delay and determining the possible need for an additional assistance not already requested;

- b. Providing rescue to victims, if necessary, and if possible without exposing emergency response personnel to unreasonable life-threatening risks;
- c. Identification of the types and quantities of any hazardous materials involved, determination of the hazards they pose to life, environment and property, and advice as to appropriate measures necessary to mitigate, contain and suppress the emergency hazardous materials incident;
- d. Providing advice, assistance and special supplies in the extinguishment of any fires that may exist or pose a threat, if such extinguishment is considered to be essential by the Incident Commander, and in the selection of extinguishing agents to be utilized and the methods of application;
- e. Providing advice, assistance and location of special supplies in the suppression and containment of the hazardous materials involved in the incident including measures such as temporary diking, diverting, channeling, plugging, removal of fuel, and the elimination of ignition sources.
- f. Providing advice and assistance in the establishment of a Field Command Post in an appropriate and safe location;
- g. Providing advice and assistance in the establishment of a Resource Pool Staging Area in an appropriate and safe location;
- h. Providing advice and assistance in the determination and establishment of any restricted (hot) or limited access (warm) zones, and any areas that may need to be evaluated;
- i. Providing technical coordination with any private sector resources that may be involved in response to the emergency hazardous materials incidents;
- j. Providing advice and assistance to the County Environmental Management Department, the CITY Department of Public Works, and the Emergency Operations Division of the Department of General Services of County as may be requested for the purpose of declaring a health emergency or a state of emergency, coordinating emergency response activities of CITY departments, and clean-up and restoration of the affected site to normal daily use;
- k. Providing technical information to the Incident Commander for dissemination to the public through the facilities of the Emergency

broadcast System or directly to news media regarding the emergency hazardous materials incident;

- l. Providing advice and assistance as necessary, in the training of COUNTY FIRE DISTRICTS and CITY emergency response personnel; and
  - m. Providing information as to the cost of the response by HAZ-MAT TEAM.
4. Nothing in this Agreement or any Exhibit thereto shall obligate the COUNTY to provide HAZ-MAT TEAM services outside of Sacramento County.

**EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY,"  
and the CITY OF ELK GROVE, hereafter referred to as "CITY"**

**COMPENSATION SCHEDULE**

1. For the services provided by County through its contractual agreements with the Sacramento Fire Department and the Sacramento Metropolitan Fire District, CITY shall pay to COUNTY the following amounts:

For fiscal year 2004-05 beginning July 1, 2004:	\$44,280
For fiscal year 2005-06 beginning July 1, 2005:	\$46,740
For fiscal year 2006-07 beginning July 1, 2006:	\$49,200
For fiscal year 2007-08 beginning July 1, 2007:	\$52,890
For fiscal year 2008-09 beginning July 1, 2008:	\$52,890 adjusted by a percentage increase as indicated by the United States City Average Consumer Price Index for Urban and Clerical Workers between March 2007 and March 2008 (rounded to the nearest tenth of 1%)

2. Payment will be provided through in two equal semi-annual payments due on September 1st and March 1st during each contract year.
3. Payment shall be made to Sacramento County Environmental Management Department and sent to the following address:

Sacramento County Environmental Management Department  
8475 Jackson Road, Suite 230  
Sacramento, CA 95628

**EXHIBIT C to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY,"  
and the CITY OF ELK GROVE, hereafter referred to as "CITY"**

**I. INSURANCE REQUIREMENTS**

1. Each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent program of self-insurance, for professional liability, general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.
2. If requested, COUNTY shall furnish CITY with certificates evidencing coverage of the Sacramento Fire Department and Sacramento Metropolitan Fire District, hereafter referred to as "CONTRACTORS" as required below. The COUNTY Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY, CITY, and general public are adequately protected. All CONTRACTOR certificates or evidences of self-insurance are to be received and approved by COUNTY before performance commences.

**II. MINIMUM SCOPE OF INSURANCE.**

Coverage of CONTRACTORS shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
4. **PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to CONTRACTORS profession.

5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverage that are at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

### III. MINIMUM LIMITS OF INSURANCE

1. General Liability shall be made on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Product Comp/Op Aggregate:	\$2,000,000
Personal & Adv Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per occurrence.

## CITY OF FOLSOM

COUNTY OF SACRAMENTO      AGREEMENT NO. # EMD 001

### AGREEMENT

THIS AGREEMENT is made and entered into as of this 21 day of Dec, 2004, between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and THE CITY OF FOLSOM, a municipal corporation of the State of California (hereinafter referred to as "CITY").

### RECITALS

**WHEREAS**, the timely response to and proper management of incidents involving the intentional or unintentional release of hazardous materials are critical to the protection of human health and the environment; and

**WHEREAS**, the proper management and control of responses to emergency incidents involving hazardous materials requires highly specialized training, equipment, supplies, communications and other resources in order to provide adequate protection for the health and safety of the public and emergency response personnel; and

**WHEREAS**, COUNTY has entered into contractual agreements with the Sacramento Fire Department and the Sacramento Metropolitan Fire District, hereafter referred to as "CONTRACTORS" to provide hazardous materials response teams (hereinafter called "HAZ-MAT TEAM"), with specialized apparatus, equipment and capabilities; and

**WHEREAS**, the cost of establishing and maintaining a hazardous materials response team capability is so expensive and occurrence of emergency response incidents requiring the specialized expertise of a hazardous materials response team has increased so significantly that the CITY has determined that it would be more economical, feasible and appropriate to utilize the services of the HAZ-MAT TEAM available from the COUNTY through its contractual agreements with CONTRACTORS rather than to develop and maintain duplicate response teams; and

**WHEREAS**, COUNTY has offered, subject to consideration, to include CITY within the scope of service coverage of HAZ-MAT TEAM through the provisions of its contractual agreements with CONTRACTORS and a separate mutual aid agreement;

**WHEREAS**, COUNTY and CITY desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

I. SCOPE OF SERVICES

COUNTY provide services in the amount, type and manner described in Exhibit "A", which is attached hereto and incorporated herein.

*Payment to 136 made by city per exhibit "B"*

II. TERM

This Agreement shall be effective and commence as July 1, 2004 and shall end on June 30, 2009.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by certified mail-return receipt requested, addressed as follows:

TO COUNTY

TO CITY

DIRECTOR  
Sacramento County Environmental  
Management Department  
8475 Jackson Road, Suite 230  
Sacramento, CA 95826

CITY MANAGER  
City of Folsom  
50 Natoma Street  
Folsom, CA 95630

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt. Notice shall be deemed effective on the date of receipt.

**IV. COMPLIANCE WITH LAWS**

CITY and COUNTY shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

**V. CONFLICT OF INTEREST**

CITY and CITY officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**VI. INDEMNIFICATION**

1. CITY shall indemnify, defend and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, contractors and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of the CITY, its officers, employees, volunteers or agents.

2. COUNTY shall indemnify, defend, and hold harmless CITY and its officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of COUNTY, its Board of Supervisors, officers, employees, volunteers or agents.

**VII. INSURANCE**

Without limiting COUNTY or CONTRACTORS indemnification, COUNTY and CONTRACTORS shall maintain in force at all times during the term of this Agreement and any extensions or modifications hereto, insurance as specified in Exhibit C.

**VIII. SUBCONTRACTS, ASSIGNMENT**

1. COUNTY shall not subcontract any portion of the work provided in this Agreement, except to the CONTRACTORS, without the prior written consent of the City. COUNTY shall not permit CONTRACTORS to subcontract any of the work CONTRACTORS are to provide without the prior written consent of the City. Subcontracting services delivered under this Agreement shall not in any way relieve COUNTY of any duty or responsibility under this Agreement and COUNTY shall remain primarily obligated for the performance of all services.
2. This Agreement is not assignable by COUNTY in whole or in part, without the prior written consent of CITY.

**IX. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

**X. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XI. TERMINATION**

Either party may terminate this Agreement upon one hundred and eighty (180) days written notice to the other party. Notice shall be deemed served on the date of mailing.

**XII. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and CITY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

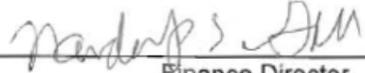
**COUNTY OF SACRAMENTO, a political subdivision of the State of California**

By:  Date: 1/4/2005  
Director, Sacramento County Environmental Management Department

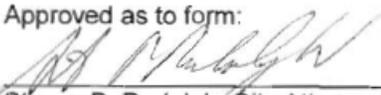
Attest:  Date: 1-5-05  
County Counsel

**CITY OF FOLSOM, a municipal corporation of the State of California**

By:  Date: 12-20-04  
City Manager

 Date: 12/15/04  
Finance Director

Attest:  Date: 12-21-04  
City Clerk

Approved as to form:  Date: 12/17/04  
Steven P. Rudolph, City Attorney

COUNTY OF SACRAMENTO «TYPE» AGREEMENT NO.«cntrctnmbr»

**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY," and  
and the CITY OF FOLSOM, hereafter referred to as "CITY"**

**I. SCOPE OF SERVICES**

**COUNTY DESCRIPTION OF SERVICES**

COUNTY shall provide the following services:

1. Immediately upon notification of an emergency situation involving hazardous materials that has been classified as a LEVEL II or LEVEL III INCIDENT, the COUNTY, through its contractual agreement with CONTRACTORS, shall provide for the dispatch a HAZ MAT TEAM to respond to the scene. If more than three LEVEL II or LEVEL III hazardous materials incidents are occurring simultaneous within the CITY or other areas of the COUNTY, the determination of the priority of response by a HAZ-MAT TEAM shall be at the sole discretion of the highest ranking chief officer of the Sacramento Fire Department or Sacramento Metropolitan Fire Protection District on-duty or on-call at the time, based upon the assessment of the risks to the public or environment associated with the incident without regard to whether the incident is within the CITY or other areas of the COUNTY.
2. Immediately upon arrival at the scene of the emergency hazardous materials incident, the HAZ-MAT TEAM Captain shall report to the Incident Commander having jurisdiction, and shall establish the Haz-Mat Group as identified in the Incident Command System. The Haz-Mat Group Safety Officer shall make immediate contact with the Safety Officer of the incident.
3. The services to be provided by the HAZ-MAT TEAM to COUNTY or COUNTY FIRE AGENCIES shall include the following:
  - a. Assessing the scene as to the appropriate classification of the level of the incident, determination of any additional personal or environmental protective measures that may be required without further delay and determining the possible need for an additional assistance not already requested;
  - b. Providing rescue to victims, if necessary, and if possible without exposing emergency response personnel to unreasonable life-threatening risks;

- c. Identification of the types and quantities of any hazardous materials involved, determination of the hazards they pose to life, environment and property, and advice as to appropriate measures necessary to mitigate, contain and suppress the emergency hazardous materials incident;
- d. Providing advice, assistance and special supplies in the extinguishment of any fires that may exist or pose a threat, if such extinguishment is considered to be essential by the Incident Commander, and in the selection of extinguishing agents to be utilized and the methods of application;
- e. Providing advice, assistance and location of special supplies in the suppression and containment of the hazardous materials involved in the incident including measures such as temporary diking, diverting, channeling, plugging, removal of fuel, and the elimination of ignition sources.
- f. Providing advice and assistance in the establishment of a Field Command Post in an appropriate and safe location;
- g. Providing advice and assistance in the establishment of a Resource Pool Staging Area in an appropriate and safe location;
- h. Providing advice and assistance in the determination and establishment of any restricted (hot) or limited access (warm) zones, and any areas that may need to be evaluated;
- i. Providing technical coordination with any private sector resources that may be involved in response to the emergency hazardous materials incidents;
- j. Providing advice and assistance to the County Environmental Management Department, the CITY Department of Public Works, and the Emergency Operations Division of the Department of General Services of County as may be requested for the purpose of declaring a health emergency or a state of emergency, coordinating emergency response activities of CITY departments, and clean-up and restoration of the affected site to normal daily use;
- k. Providing technical information to the Incident Commander for dissemination to the public through the facilities of the Emergency broadcast System or directly to news media regarding the emergency hazardous materials incident;

- l. Providing advice and assistance as necessary, in the training of COUNTY FIRE AGENCIES and CITY emergency response personnel; and
  - m. Providing information as to the cost of the response by HAZ-MAT TEAM.
- 4. Nothing in this Agreement or any Exhibit thereto shall obligate the COUNTY to provide HAZ-MAT TEAM services outside of Sacramento County.

**EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY,"  
and the CITY OF FOLSOM, hereafter referred to as "CITY"**

**COMPENSATION SCHEDULE**

1. For the services provided by County through its contractual agreements with the Sacramento Fire Department and the Sacramento Metropolitan Fire District, CITY shall pay to COUNTY the following amounts:

For fiscal year 2004-05 beginning July 1, 2004:                   \$23,040

For fiscal year 2005-06 beginning July 1, 2005:                   \$24,320

For fiscal year 2006-07 beginning July 1, 2006:                   \$25,600

For fiscal year 2007-08 beginning July 1, 2007:                   \$27,520

For fiscal year 2008-09 beginning July 1, 2008:   \$27,520 adjusted by a percentage increase as indicated by the United States City Average Consumer Price Index for Urban and Clerical Workers between March 2007 and March 2008 (rounded to the nearest tenth of 1%)

2. Payment will be provided through two equal semi-annual payments due on September 1st and March 1st during each contract year.
3. Payment shall be made to Sacramento County Environmental Management Department and sent to the following address:

Sacramento County Environmental Management Department  
8475 Jackson Road, Suite 230  
Sacramento, CA 95628

**EXHIBIT C to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY,"  
and the CITY OF FOLSOM, hereafter referred to as "CITY"**

**I. INSURANCE REQUIREMENTS**

1. Each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent program of self-insurance, for professional liability, general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.
2. COUNTY shall furnish CITY with certificates evidencing coverage of the Sacramento Fire Department and Sacramento Metropolitan Fire District, hereafter referred to as "CONTRACTORS" as required below. The COUNTY Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY, CITY, and general public are adequately protected. All CONTRACTOR certificates or evidences of self-insurance are to be received and approved by COUNTY before performance commences.

**II. MINIMUM SCOPE OF INSURANCE.**

Coverage of CONTRACTORS shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office.
2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to CONTRACTORS profession.

## CITY OF GALT

COUNTY OF SACRAMENTO      AGREEMENT NO. # \_\_\_\_\_

### AGREEMENT

THIS AGREEMENT is made and entered into as of this 10<sup>th</sup> day of Oct, 2004, between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and THE CITY OF GALT, a municipal corporation of the State of California (hereinafter referred to as "CITY").

### RECITALS

**WHEREAS**, the timely response to and proper management of incidents involving the intentional or unintentional release of hazardous materials are critical to the protection of human health and the environment; and

**WHEREAS**, the proper management and control of responses to emergency incidents involving hazardous materials requires highly specialized training, equipment, supplies, communications and other resources in order to provide adequate protection for the health and safety of the public and emergency response personnel; and

**WHEREAS**, COUNTY has entered into contractual agreements with the Sacramento Fire Department and the Sacramento Metropolitan Fire District, hereafter referred to as "CONTRACTORS" to provide hazardous materials response teams (hereinafter called "HAZ-MAT TEAM"), with specialized apparatus, equipment and capabilities; and

**WHEREAS**, the cost of establishing and maintaining a hazardous materials response team capability is so expensive and occurrence of emergency response incidents requiring the specialized expertise of a hazardous materials response team has increased so significantly that the CITY has determined that it would be more economical, feasible and appropriate to utilize the services of the HAZ-MAT TEAM available from the COUNTY through its contractual agreements with CONTRACTORS rather than to develop and maintain duplicate response teams; and

**WHEREAS**, COUNTY has offered, subject to consideration, to include CITY within the scope of service coverage of HAZ-MAT TEAM through the provisions of its contractual agreements with CONTRACTORS and a separate mutual aid agreement:

**WHEREAS**, COUNTY and CITY desire to enter into this Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

I. **SCOPE OF SERVICES**

COUNTY provide services in the amount, type and manner described in Exhibit "A", which is attached hereto and incorporated herein.

II. **TERM**

This Agreement shall be effective and commence as of July 1, 2004 and shall end on June 30, 2009.

III. **NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by certified mail-return receipt requested, addressed as follows:

TO COUNTY

DIRECTOR  
Sacramento County Environmental  
Management Department  
8475 Jackson Road, Suite 230  
Sacramento, CA 95826

TO CITY

CITY MANAGER  
City of Galt  
380 Civic Drive  
Galt, CA 95632

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt. Notice shall be deemed effective on the date of receipt.

**IV. COMPLIANCE WITH LAWS**

CITY and COUNTY shall observe and comply with all applicable Federal, State, County and City laws, regulations and ordinances.

**V. CONFLICT OF INTEREST**

CITY and CITY officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**VI. INDEMNIFICATION**

1. CITY shall indemnify, defend and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, contractors and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of the CITY, its officers, employees, or agents (including its volunteers).
2. COUNTY shall indemnify, defend, and hold harmless CITY and its City Council, officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of COUNTY, its Board of Supervisors, officers, employees, CONTRACTORS, or agents (including its volunteers).

**VII. INSURANCE**

Without limiting COUNTY or CONTRACTORS indemnification, COUNTY and CONTRACTORS shall maintain in force at all times during the term of this Agreement and any extensions or modifications hereto, insurance as specified in Exhibit C.

**VIII. SUBCONTRACTS, ASSIGNMENT**

1. Any subcontracting will be subject to all applicable provisions of this Agreement. Subcontracting services delivered under this Agreement shall not in any way relieve COUNTY of any duty or responsibility under this Agreement and COUNTY shall remain primarily obligated for the performance of all services.
2. This Agreement is not assignable by COUNTY in whole or in part, without the prior written consent of CITY.

**IX. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

**X. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XI. TERMINATION**

Either party may terminate this Agreement upon one hundred and eighty (180) days written notice to the other party. Notice shall be deemed served on the date of mailing.

**XII. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and CITY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political subdivision of the State of California**

By:   
\_\_\_\_\_  
Director, Sacramento County  
Environmental Management Department

Date: 10/4/04

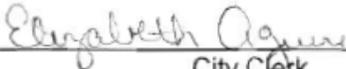
Attest:  
  
\_\_\_\_\_  
County Counsel

Date: 10-25-07

**CITY OF GALT, a municipal corporation of the State of California**

By:   
\_\_\_\_\_  
City Manager

Date: Sept. 24, 04

Attest:  
  
\_\_\_\_\_  
City Clerk

Date: 9-28-04

Approved as to form:

  
\_\_\_\_\_  
City Attorney

Date: 9-28-04

COUNTY OF SACRAMENTO «TYPE» AGREEMENT NO. «cntrctnmbr»

**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY," and  
and the CITY OF GALT, hereafter referred to as "CITY"**

**I. SCOPE OF SERVICES**

**COUNTY DESCRIPTION OF SERVICES**

COUNTY will work within a partnership relationship with CITY and provide the following services:

1. Immediately upon notification of an emergency situation involving hazardous materials that has been classified as a LEVEL II or LEVEL III INCIDENT, the COUNTY, through its contractual agreement with CONTRACTORS, shall provide for the dispatch a HAZ MAT TEAM to respond to the scene. If more than three LEVEL II or LEVEL III hazardous materials incidents are occurring simultaneous within the CITY or other areas of the COUNTY, the determination of the priority of response by a HAZ-MAT TEAM shall be at the sole discretion of the highest ranking chief officer of the Sacramento Fire Department or Sacramento Metropolitan Fire Protection District on-duty or on-call at the time, based upon the assessment of the risks to the public or environment associated with the incident without regard to whether the incident is within the CITY or other areas of the COUNTY.
2. Immediately upon arrival at the scene of the emergency hazardous materials incident, the HAZ-MAT TEAM Captain shall report to the Incident Commander having jurisdiction, and shall establish the Haz-Mat Group as identified in the Incident Command System. The Haz-Mat Group Safety Officer shall make immediate contact with the Safety Officer of the incident.
3. The services to be provided by the HAZ-MAT TEAM to COUNTY or COUNTY FIRE DISTRICTS shall include the following:
  - a. Assessing the scene as to the appropriate classification of the level of the incident, determination of any additional personal or environmental protective measures that may be required without further delay and determining the possible need for an additional assistance not already requested;

- b. Providing rescue to victims, if necessary, and if possible without exposing emergency response personnel to unreasonable life-threatening risks;
- c. Identification of the types and quantities of any hazardous materials involved, determination of the hazards they pose to life, environment and property, and advice as to appropriate measures necessary to mitigate, contain and suppress the emergency hazardous materials incident;
- d. Providing advice, assistance and special supplies in the extinguishment of any fires that may exist or pose a threat, if such extinguishment is considered to be essential by the Incident Commander, and in the selection of extinguishing agents to be utilized and the methods of application;
- e. Providing advice, assistance and location of special supplies in the suppression and containment of the hazardous materials involved in the incident including measures such as temporary diking, diverting, channeling, plugging, removal of fuel, and the elimination of ignition sources.
- f. Providing advice and assistance in the establishment of a Field Command Post in an appropriate and safe location;
- g. Providing advice and assistance in the establishment of a Resource Pool Staging Area in an appropriate and safe location;
- h. Providing advice and assistance in the determination and establishment of any restricted (hot) or limited access (warm) zones, and any areas that may need to be evaluated;
- i. Providing technical coordination with any private sector resources that may be involved in response to the emergency hazardous materials incidents;
- j. Providing advice and assistance to the County Environmental Management Department, the CITY Department of Public Works, and the Emergency Operations Division of the Department of General Services of County as may be requested for the purpose of declaring a health emergency or a state of emergency, coordinating emergency response activities of CITY departments, and clean-up and restoration of the affected site to normal daily use;
- k. Providing technical information to the Incident Commander for dissemination to the public through the facilities of the Emergency

broadcast System or directly to news media regarding the emergency hazardous materials incident;

- I. Providing advice and assistance as necessary, in the training of COUNTY FIRE DISTRICTS and CITY emergency response personnel; and
  - m. Providing information as to the cost of the response by HAZ-MAT TEAM.
4. Nothing in this Agreement or any Exhibit thereto shall obligate the COUNTY to provide HAZ-MAT TEAM services outside of Sacramento County.

**EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY,"  
and the CITY OF GALT, hereafter referred to as "CITY"**

**COMPENSATION SCHEDULE**

1. For the services provided by County through its contractual agreements with the Sacramento Fire Department and the Sacramento Metropolitan Fire District, CITY shall pay to COUNTY the following amounts:

For fiscal year 2004-05 beginning July 1, 2004:	\$9,000
For fiscal year 2005-06 beginning July 1, 2005:	\$9,500
For fiscal year 2006-07 beginning July 1, 2006:	\$10,000
For fiscal year 2007-08 beginning July 1, 2007:	\$10,750
For fiscal year 2008-09 beginning July 1, 2008:	\$10,750 adjusted by a percentage increase as indicated by the United States City Average Consumer Price Index for Urban and Clerical Workers between March 2007 and March 2008 (rounded to the nearest tenth of 1%)

2. Payment will be provided through in two equal semi-annual payments due on September 1st and March 1st during each contract year.
3. Payment shall be made to Sacramento County Environmental Management Department and sent to the following address:

Sacramento County Environmental Management Department  
8475 Jackson Road, Suite 230  
Sacramento, CA 95628

**EXHIBIT C to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY,"  
and the CITY OF GALT, hereafter referred to as "CITY"**

**I. INSURANCE REQUIREMENTS**

1. Each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent program of self-insurance, for professional liability, general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.
2. If requested, COUNTY shall furnish CITY with certificates evidencing coverage of the Sacramento Fire Department and Sacramento Metropolitan Fire District, hereafter referred to as "CONTRACTORS" as required below. The COUNTY Risk Manager and CITY may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY, CITY, and general public are adequately protected. All CONTRACTOR certificates or evidences of self-insurance are to be received and approved by COUNTY and CITY before performance commences.

**II. MINIMUM SCOPE OF INSURANCE.**

Coverage of CONTRACTORS shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
4. **PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance** appropriate to CONTRACTORS profession.

5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverage that are at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

### III. MINIMUM LIMITS OF INSURANCE

1. General Liability shall be made on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Product Comp/Op Aggregate:	\$2,000,000
Personal & Adv Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per occurrence.