



# REPORT TO COUNCIL

## City of Sacramento

915 I Street, Sacramento, CA 95814-2604  
www.CityofSacramento.org

22

**CONSENT**  
**June 15, 2010**

**Honorable Mayor and  
Members of the City Council**

**Title: City of Sacramento Disaster Debris Management Plan**

**Location/Council District:** City Wide

**Recommendation:** Adopt **Resolution** 1) approving the 2010 City of Sacramento Disaster Debris Management Plan; and 2) directing staff to submit said plan to the Federal Emergency Management Agency (FEMA) for approval.

**Contact:** Edison Hicks, Integrated Waste General Manager, (916)808-4949  
Marty Strauss, IWPS, (916) 808-4934  
Jason Sirney, Emergency Services Coordinator, (916) 874-2283

**Presenters:** Not applicable

**Department:** Department of Utilities and the Office of Emergency Services

**Division:** Solid Waste

**Organization No:** 14001711

### **Description/Analysis**

**Issue:** The 2010 City of Sacramento Disaster Debris Management Plan ("DDMP") will serve as an annex to the existing Emergency Operations Plan adopted by the City in 2005. The DDMP is intended to guide the City's response and recovery efforts as a result of natural or manmade emergencies generating large amounts of debris. The DDMP is designed to identify agencies and activities that are involved in debris operations to ensure a coordinated response which achieves removal, storage, reduction and final disposition of debris deposited along or immediately adjacent to public rights-of-way in the City.

To accomplish the above, the DDMP includes the following information:

1. Provides the standard operating guidelines for cleanup of debris after a disaster.
2. Identifies roles and responsibilities of City personnel.
3. Provides contacts for Emergency Operations Center and Department Operations

Center staff during the cleanup of debris.

4. Identifies sites within the City for collection and staging of debris before taking the debris for final disposal.
5. Identifies flood areas in the event of a levee break, the most likely disaster to occur in the City of Sacramento.
6. Provides the necessary document to submit for reimbursement from FEMA for the cost of disaster cleanup.

The DDMP has been written using the template developed by FEMA and reviewed by the City and County Office of Emergency Services. The plan is consistent with the National Incident Management System (NIMS) and California's Standardized Emergency Management System (SEMS).

**Policy Considerations:** Debris removal is a major component of every disaster recovery operation. The DDMP will provide for a coordinated response and management of debris generated by a natural or manmade disaster and allows the City to return to normalcy.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):**

Approval of the DDMP does not constitute a "project" as defined in Section 15378(b)(2) of the CEQA Guidelines.

**Sustainability Considerations:** Adoption of the DDMP for the City of Sacramento will help protect the natural environment and provide for a high quality of life for the residents of the City.

**Commission/Committee Action:** Not applicable

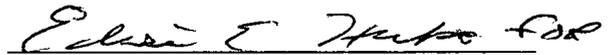
**Rationale for Recommendation:** The DDMP will provide the City a coordinated plan for the cleanup, removal, and disposal of debris from in or adjacent to public right-of-ways following a disaster.

**Financial Considerations:** In the event of a state or federal declared emergency, the City is entitled to request reimbursement of the costs related to the emergency, including costs of clean up. The Robert T. Stafford Act Disaster Relief and Emergency Assistance Act provide the federal reimbursement at 75% of the cost to the City for cleanup of debris in or adjacent to public rights-of-way during Presidential declared emergencies. The California Disaster Assistance Act would augment additional costs up to the remaining 25% of emergency costs in qualifying events.

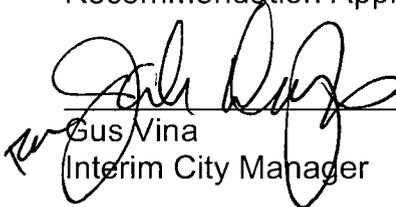
FEMA has been reviewing past disaster events and different levels of response by communities with a disaster debris management plan in comparison to those communities without one. There is current discussion of reducing or not reimbursing communities that have not developed a debris management plan.

**Emerging Small Business Development (ESBD):** Not Applicable.

Respectfully Submitted by:  for  
Edison Hicks  
Integrated Waste General Manager

Approved by:  for  
Marty Hanneman  
Director of Utilities

Recommendation Approved:

 for  
Gus Vina  
Interim City Manager

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**Attachment 1**

**BACKGROUND**

The City of Sacramento's Disaster Debris Management Plan (DDMP) is developed to provide a guide for both the City and the County Office of Emergency Services to address the cleanup, removal and disposal of debris after a natural or manmade disaster. To this end, the DDMP was written in consultation with the County of Sacramento, the incorporated cities with the County of Sacramento and affected departments within the City of Sacramento.

In writing this plan, it was assumed the most likely disaster facing the City of Sacramento is a levee break causing the City to flood. Such a disaster would generate a substantial volume of debris over a short period of time. Debris removal is an important component of every disaster recovery operation. Having a coordinated debris management plan that can be immediately implemented will expedite the clearing of debris from public rights of way and allow the City to return to normalcy. The contents of the DDMP include the following:

1. The roles and responsibilities of City personnel.
2. Pre-identified sites within the City and County where debris may be taken to be sorted and staged for disposal. Sites include the County of Sacramento's North Area Recovery Station, the City of Sacramento's 28<sup>th</sup> Street Landfill, Sump 28 on Freeport south of Meadowview Road, William Land Park and other parks located in the City. An enforcement agency notification form will be filled out and submitted to the Local Enforcement Agency notifying them these sites will be used in the event of a state or federal declared emergency.

The Enforcement Agency (EA) Notification will only allow use of the sites when a state or federal emergency is declared and at no other time.

3. A list of contractors the City has agreements with for supplies, manpower and/or equipment necessary for the removal of debris.

The DDMP will be updated yearly to include new procedures, contacts and contracts. It is recommended that a disaster debris cleanup exercise be conducted at least once a year by all responsible staff in coordination with the County Office of Emergency Services. This exercise will not only allow City personnel to become familiar with their role under controlled circumstances, but also familiar with the roles of other cities and county personnel involved in debris cleanup.

**RESOLUTION NO.**

Adopted by the Sacramento City Council

June 15, 2010

**CITY OF SACRAMENTO DISASTER DEBRIS MANAGEMENT PLAN**

**BACKGROUND**

- A. The City recognizes that debris removal is a major component of every disaster recovery operation. Manmade and natural disasters can generate a substantial volume of debris causing considerable disposal challenges for local communities. Having a coordinated plan in advance of a disaster event that can be immediately implemented will expedite the clearing of debris from public rights of way and allow the City to return to normalcy.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The 2010 City of Sacramento Disaster Debris Management Plan, attached hereto as Exhibit A and made a part of this Resolution, is approved.
- Section 2. The Department of Utilities staff is directed to submit the 2010 City of Sacramento Disaster Debris Management Plan to the Federal Emergency Management Agency (FEMA) for approval.
- Section 3. The Department of Utilities staff is directed to work with the County and City Office of Emergency Services to develop and implement an annual disaster debris cleanup exercise.

Exhibit A: 2010 City of Sacramento Disaster Debris Management Plan

City of Sacramento Disaster Debris Management Plan

Exhibit A

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# 2010

# City of Sacramento Disaster Debris Management Annex

Department of Utilities, Solid Waste Services  
2812 Meadowview Road Sacramento, CA 95832

**CITY OF SACRAMENTO DEBRIS MANAGEMENT  
ANNEX 2010**

**2812 Meadowview Road Sacramento, CA 95831**

# VISUAL OF DISASTER FIND



Donner Way and East Curtis Park Drive, 1934.  
Center for Sacramento History  
Sacramento Bee Collection  
1983/001/SBPM05535

# Approval and Implementation

## DEBRIS MANAGEMENT ANNEX

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Signature  
Title

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Date

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Date

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Signature  
Title



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## **CITY OF SACRAMENTO DISASTER DEBRIS MANAGEMENT PLAN 2009**

### **Purpose**

This Disaster Debris Management Plan is intended to guide the City of Sacramento response to a natural or manmade debris generating event. This plan is designed to identify agencies and activities that are involved in debris operations to ensure a coordinated response consistent with the City's Emergency Operation Plan and which achieves removal, storage, reduction and final disposition of debris deposited along or immediately adjacent to public rights-of-way in the City.

### **Scope**

This Standard Operating Guidelines (SOG) provides organizational structure and standardized guidelines for field operations in the clearance, collection, removal, and disposal of debris caused by a major debris-generating event. This SOG shall be a guidance document for all City of Sacramento departments and agencies for debris management purpose. This SOG is designed to assist the City staff in implementing and coordinating public and private sector debris removal and disposal operations to maximize cleanup efficiencies. Expeditious debris removal and disposal actions will mitigate the threat to the health, safety, and welfare of the City residents. All clean up response will be consistent with the City's Emergency Operations Plan.

### **General**

All agencies that are identified as having roles and responsibilities in this Annex will be asked to document personnel and material resources used to respond to a major debris generating event. This documentation will be used to support any State or Federal assistance that may be requested or required. All agencies with direct responsibility for debris management support should be able to ensure 24-hour staffing capability during implementation of this annex, if required by the demands of the emergency or disaster. It will be the responsibility of each tasked agency to provide updated information for their respective portion of the annex and ensure any limitations and shortfalls are identified and documented. The City should develop work-around procedures and/or seek State or Federal assistance for any identified gaps in resources.

## **SECTION 1. STAFF ROLES AND RESPONSIBILITIES**

### **DEBRIS MANAGEMENT CENTER ORGANIZATION AND STAFF**

#### **Debris Management Center**

The Debris Management Center (DMC) organization plan provides the framework to unify the efforts of the other City agencies and departments, local governments, private sector contractors, and regional, state and federal partners involved in emergency debris cleanup operations. When properly implemented, the result will be a coordinated and comprehensive effort to reduce debris-related impacts of an emergency or disaster. The Director of the City Department of Utilities or their designee will be designated as the City Debris Management Director for the duration of the disaster response and recovery operation.

To respond to a significant debris-generating event, the City Debris Management Director will appoint Solid Waste Service staff and alternates to fill six (6) positions in the centralized Debris Management Center (DMC) located at the City of Sacramento, Department of Utilities, Solid Waste Service 2812 Meadowview Road, Sacramento. Staff assigned to the Debris Management Center shall work in coordination with field staff and coordinate with the County of Sacramento debris management staff.

The DMC organizational diagram shown in Figure 1 identifies the DMC staff positions expected to be required to coordinate the actions necessary to remove and dispose of debris using both City and Contractor assets. The DMC staff will be under the direction of the Debris Management Director or his/her designee. Staff actions may include the following:

1. Making recommendations for City and Contractor work assignments and priorities.
2. Reporting on debris removal and disposal progress, and preparing of status briefings.
3. Providing input to the EOC and Public Information Officer on debris removal and disposal activities. The City's DOU Public Information Officer shall coordinate with the EOC's Public Information Officer.
4. Coordinating with municipalities on debris issues affecting both the County and neighboring municipalities.
5. Coordinating City debris removal and disposal operations with local, state, and federal solid waste managers and environmental regulators.

6. Coordinating with the following Federal agencies in the event of a major debris-generating disaster:
  - Federal Emergency Management Agency (FEMA)
  - U.S. Army Corps of Engineers (USACE)
  - US Environmental Protection Agency (USEPA)
  - US Fish and Wildlife Services (USFWS)
  
7. In coordination with Emergency Operations Center, coordinate with utility companies (SMUD, PG&E, telephone and cable TV) as appropriate to ensure that power lines do not pose a hazard to emergency work crews and to keep service disruptions at a reasonable level.
  
8. Coordinate with the Department of Health and Human Services, Animal Care and Regulations, Vector Control, and other agencies involved with the health and safety of the residents.

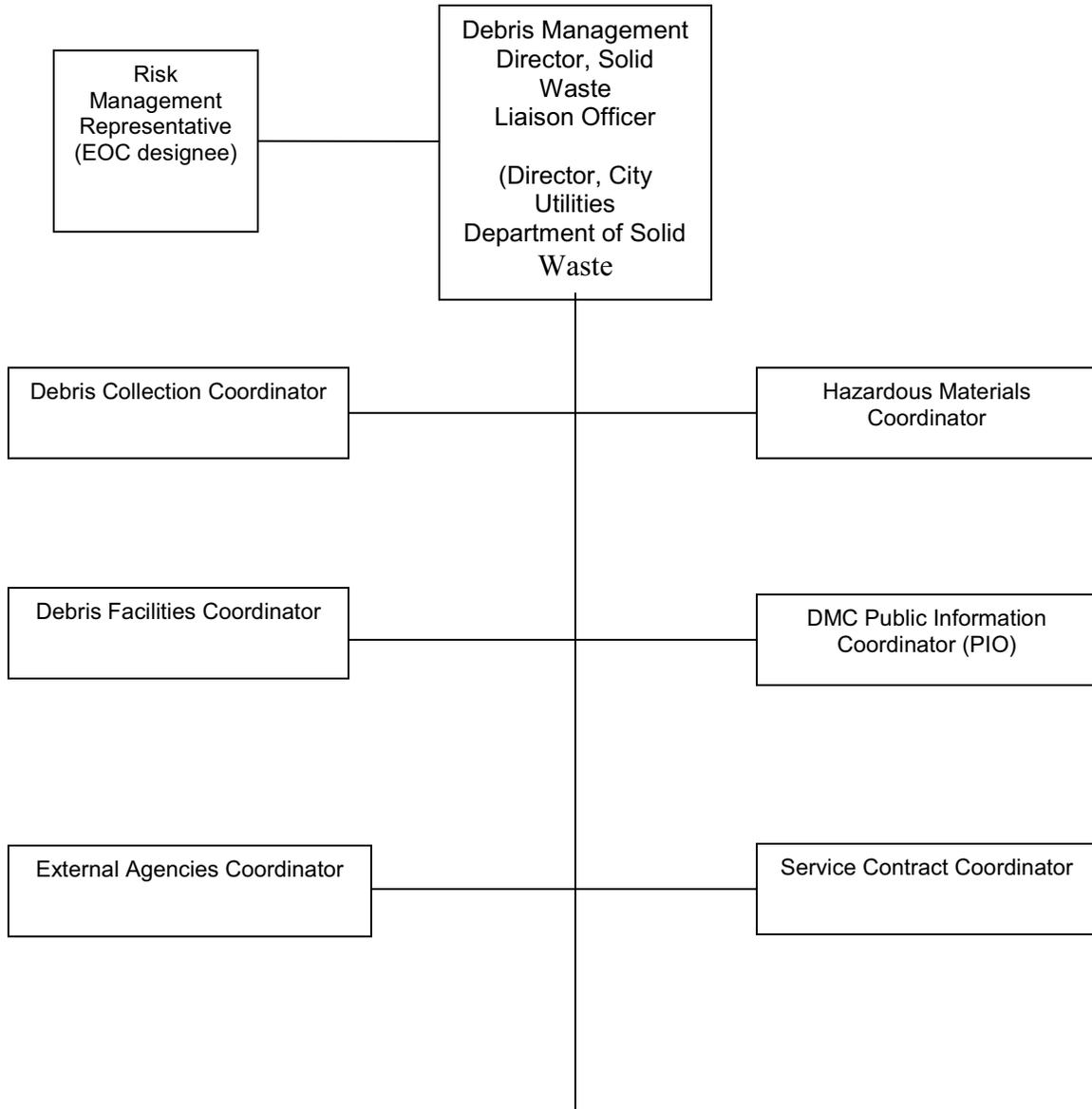
**Debris Management Center Organization**

The City of Sacramento Debris Management Center (DMC) will be organized to provide a central location for the coordination and control of all debris management requirements. To accomplish this mission the DMC will require the following positions:

TASK	ASSIGNED TO
Debris Management Director	Integrated Waste General Manager
Debris Collection Coordinator	MSW/Commercial Integrated Waste Superintendant
Debris Disposal Coordinator	Integrated Waste Superintendent Operations
Hazardous Materials Coordinator	Dept of Utilities/City Safety Officer
Public Information Coordinator	Dept PIO
Service Contract Coordinator	Planning Superintendent
External Agency Coordinator	PIO/Operations Superintendent

One of the primary functions of this Standard Operating Guidelines (SOG) is to clearly delineate a basic organization structure and assign specific responsibilities. Many issues will arise that are not specifically mentioned in this SOG during the conduct of debris management operations. However, responsibilities are sufficiently defined so that unexpected issues can be assigned and resolved efficiently. In the absence of the Debris Management Director, the Debris Collection Coordinator will serve as responsible party at the DMC.

**Figure – 1. City of Sacramento Debris Management Staff Organization**



## **Roles and Responsibilities**

### **1. Debris Management Director**

The City Debris Management Director (DMD) will be ultimately responsible for managing removal and recycling and/or disposal of all debris deposited along or immediately adjacent to public rights-of-way throughout the City. The City Debris Management Director will provide overall supervision of debris management staff made up of personnel from the Solid Waste and, possibly, other City agencies and departments, and contractors.

The City Debris Management Director's responsibilities include the following with respect to all debris management activities:

- Appoint DMC staff and approve all alternate designees, depending on personnel realities
- The Debris Management Director will act as the DOU-EOC liaison officer and will be responsible for coordinating with the DMC staff all requests for debris activities initiated by the City EOC staff.
- Convene DMC meetings.
- Identify regulations, code sections, and/or administrative rules for which suspension approval will be sought.
- Ensure that the DMC is provided all needed administrative staff support.
- Inform Debris Collection Coordinator and Debris Disposal Coordinator of anticipated degree of debris generation, utilizing one of the three methods of debris generation projection described in SECTION 2 of the Debris Management Plan
- Prioritize areas of greatest debris collection need based on information gathered from EOC communications
- Inform and instruct Debris Collection Coordinator of areas of greatest collection need
- Determine necessity of, and instruct if necessary, external collection contracts to be executed
- Determine necessity of, and activate if necessary, temporary debris storage facilities.
- Activate HHW facilities for the reception of HHW by self-haulers.
- Activate HHW collection, prioritized by area.

## 2. Debris Collections Coordinator

The City Debris Collections Coordinator will be the point of contact responsible for routine disaster debris removal operations on a daily basis and will identify debris collection issues between the City, County and other local government, State or Federal agencies, and collection contractors.

The City Debris Collections Coordinator's responsibilities include the following with respect to all debris management activities to serve the unincorporated area:

- Communicate timely information to the City Debris Management Director, and EOC staff as necessary, regarding the status of the debris removal.
- Coordinate and oversee collection of debris according to Debris Management Director's prioritization
- Inform Debris Management Director of progress implementing collection
- Inform Debris Management Director when operational capacity will not be capable of handling projected debris.
- Inform Debris Management Director when temporary storage facilities will be necessary
- Provide inter-jurisdictional and inter-departmental debris collection updates to the External Agency Coordinator.
- Inform DOU when collections operation is ready to conduct HHW collection either through the departmental staff or using contractors.
- Developing and implementing a system to rapidly notify appropriate collections operations staff as to where and when to report for duty. This system should be kept up-to-date to ensure key staff can readily be reached. The notification system should be maintained in such a manner that notification can be made at any time.
- Provide information regarding collection operations to the Public Information Coordinator.

### **3. Debris Facilities Coordinator**

The Debris Facilities Coordinator will be the point of contact responsible for disaster debris temporary storage, recycling, and disposal facilities and will coordinate debris disposal activities between the City and other local government, State or Federal agencies.

The City of Sacramento's Debris Facilities Coordinator's responsibilities include the following with respect to all debris management activities to serve the incorporated area:

- Communicate timely information to the Debris Management Director, and EOC staff as necessary, regarding the status of the temporary debris storage sites and disposal facilities.
- Coordinate and oversee disposal, transfer, and processing and/or temporary storage of disaster debris
- Supervise debris facilities staff
- Identify and establish additional temporary storage facilities if needed
- Inter-jurisdictional coordination
- Inter-departmental coordination
- Developing and implementing a system to rapidly notify appropriate disposal operations staff as to where and when to report for duty. This system must be kept up-to-date to ensure key staff can readily be reached. The notification system should be maintained in such a manner that notification can be made at any time.
- Assist the External Agency Coordinator to facilitate inter jurisdictional debris disposal matters
- Coordinate with Hazardous Materials Coordinator for handling and processing of Hazardous materials from debris stream
- Assist Service Contract Coordinator in procurement of additional debris management facilities and contract operators.

#### **4. Hazardous Materials Coordinator**

Hazardous Materials Coordinator will work very closely with the DMC staff to facilitate collection and processing of the hazardous materials from the debris stream. Additionally, the Hazardous Materials Coordinator will collaborate with the EOC safety officer and the Environmental Management Department (EMD) hazardous materials staff for managing hazardous materials during the disaster.

#### **5. Public Information Coordinator**

The Public Information Coordinator, in coordination with the EOC Public Information Office, will be responsible for disseminating disaster debris related information to the general public. Emphasis for information will be placed on actions that the public can perform to expedite the cleanup process.

Flyers, newspapers, radio, and TV public service announcements are the methods expected to be used to encourage public cooperation for such activities as:

- Segregating Household Hazardous Waste (HHW);
- Placing disaster debris at the curbside;
- Keeping debris piles away from fire hydrants and valves;
- Reporting locations of illegal dump sites or incidents of illegal dumping;
- Segregating recyclable materials, such as vegetative debris; and
- Disseminate debris route clearing and pickup schedules

#### **6. Service Contract Coordinator**

The primary responsibilities of the Service Contract Coordinator will be to manage external service contracts related to the debris collection, transportation, storage, and disposal. Additionally, the Service Contract coordinator will appoint and supervise administrative staff for other support functions.

The Service Contract Coordinator's responsibilities include the following with respect to all debris management activities to serve the unincorporated area:

- Develop and recommend service contracts for debris collection, storage, recycling, and disposal contracts when instructed by Debris Management Director
- With the help from Administrative Support Staff, manage load ticket information, debris tracking records, keep track of citizen debris removal requests and/or complaints
- Assist Debris Collection Coordinator with procuring external services for collection
- Assist Debris Facilities Coordinator with procuring equipment and services

## **7. External Agency Coordinator**

- Assuring that the City is represented at all meetings with other government and private agencies involved with the debris cleanup operation.
- Coordinating with appropriate local, County, state, federal agencies (FEMA, USACE, etc.), and others as appropriate.
- Coordinate with utilities providers such as Sacramento Municipal Utilities District (SMUD), Pacific Gas and Electric (PG&E), telephone and cable companies to ensure safety during debris removal operations.
- Ensure that the DMC are adequately informed of debris management related activities being conducted by outside agencies.
- Ensure that outside agencies are kept adequately informed of debris management operations conducted by the DMC.

## A LIST OF EXTERNAL AGENCIES WITH DEBRIS MANAGEMENT RESPONSIBILITIES IS PROVIDED IN ATTACHMENT 2

### **Debris Management Center Staff Communication:**

The Debris Management Center staff, under most emergencies/disasters situation, would primarily communicate by land telephone lines, cellular telephones, radios, and using electronic mail. The City recognizes that as a result of some disasters, such communications may not be operable.

- All members of the debris team will have access to a cell phone. Field personnel and all DMC Staff will use land telephone lines as their primary means of communication.
- If land telephone lines are not operable, DMC Staff and field personnel will try to use cellular telephone service to communicate.
- If cellular telephone service is not operable, DMC Staff and field personnel will try to use two way radios to communicate.
- If all the above communication systems are not operable, then DMC Staff and field personnel will use “runners” to relay information between the DMC and other operations centers
- DMC Staff will utilize e-mail to communicate written information.
- DMC Staff will utilize a debris load ticket tracking spreadsheets and/or database to enter and track debris load ticket information.
- The DMC Staff will track debris locations and clearance/removal operations using a combination of GIS and routing/mapping software, printed maps, and field notes.

### **Health and Safety Plan and Procedures:**

During disaster debris management operations, the Debris Management Center staff will follow departmental safety procedures developed by the safety officer. Additionally, the DMC staff will receive and follow any disaster specific health and safety procedure as directed by the EOC, County department of Health and Human Services, Environmental Management Department, Hazardous Materials Coordinator, and other City Agencies and staff involved with disaster debris management. Based on the disaster situation, the DMC staff may also receive, and will follow, procedures as defined by the relevant local, state or federal agencies.

### **Training:**

Debris Management Center staff will attend disaster management training provided by the City EOC when available. The DOU will distribute the Debris Management Plan, Standard Operating Guidelines

(SOGs), and the DMC staff responsibility checklist (ATTACHMENT 12) to the staff associated with debris management process. Additionally, the Department of Utilities, Solid Waste is planning on a periodic disaster debris management training workshop for the relevant DMC staff. The City Debris Manager or his/her designee will be responsible for coordinating the training workshop for the Solid Waste staff expected to staff the DMC. The purpose of the training workshop is to review the Debris Management Plan procedures and to ensure that the DMC operations work as planned. The training should ideally take place just before the flood season and should, at the least, include following:

- o Contract hauler procurement strategies and process
- o Temporary Debris Site (TDS) selection, procurement, permitting, management, etc.
- o Mobilization, operation, and closure of the TDSR sites
- o Contract districts/zones and routing, load ticket tracking
- o Contractor payment request processing
- o Hazardous material/waste management procedures
- o Communication procedure and equipment needs
- o Debris management equipment needs assessment
- o Private property debris removal process
- o External agency coordination
- o Health and safety procedures

## **SECTION 2. SITUATION AND ASSUMPTIONS**

### **Introduction**

Each year, natural disasters, such as wildfires, floods, earthquakes, hurricanes, tornadoes, and winter storms, challenge American communities. The National Science and Technology Council estimates that these disasters cost the United States \$52 billion per year in the form of lives lost and property destroyed (2005). Natural disasters have generated large amounts of debris, causing considerable challenges for public officials. Debris is the waste stream resulting from a natural disaster and often includes building materials, sediments, vegetative debris, personal property, and other materials. Cleaning up this debris can be time-consuming and costly (FEMA, 2007). After a disaster occurs, communities are faced with the dilemma of how to use their existing capacity for recycling, composting, combustion, and disposal of natural disaster debris. A disaster debris management plan will aid communities in determining the appropriate management options in advance of a disaster to avoid rushed or, ultimately, poor decisions. Although the recovery process may take a long time, perhaps even years, careful planning can significantly minimize costly mistakes, speed recovery, protect human health and the environment, and prevent the generation of additional waste. The plan also may serve as a resource document in negotiating technical and financial assistance with FEMA and other agencies. This document, describes steps a local government can take to prepare for dealing with the debris created by natural disasters to speed recovery. It also describes ways that a local government can reduce the burden on their solid waste management systems in the event of a natural disaster. (Source EPA Guide to Disaster Planning 3-2008)

### **A. Situation**

Natural and manmade disasters can create a variety of debris including fallen trees, sand, gravel, building construction material, vehicles, personal property, and hazardous materials. The quantity and type of debris generated from any particular disaster will be a function of the location and kind of event, as well as its magnitude, duration, and intensity.

The quantity and type of debris generated, its location, and the size of the area over which it is dispersed will have a direct impact on the type of collection and disposal methods utilized to address the debris problem, associated costs incurred, and how quickly the problem can be addressed.

In a major or catastrophic disaster, many state agencies and local governments may have difficulty in locating staff, equipment, and funds to devote to debris removal.

## **B. Assumptions**

A natural disaster that requires the removal of debris from public or private lands and waters could occur at any time.

The amount of debris resulting from an event or disaster could exceed the local government's ability to dispose of it.

If the natural disaster requires, the Governor would proclaim a State of Emergency that authorizes the use of State resources to assist in the removal and disposal of debris. In the event Federal resources are required, the Governor would request through FEMA a Presidential Disaster Declaration.

Private contractors will play a significant role in the debris removal, collection, reduction and disposal process.

The debris management program implemented by the City of Sacramento will be based on the waste management approach of reduction, reuse, reclamation, resource recovery, and landfill disposal.

## **C. Debris Forecasting and Estimating Methods**

The types of materials that will make up the disaster debris stream are largely dependent on the type, magnitude, and intensity of the disaster and the area affected. Hurricanes, earthquakes, tornadoes, volcanoes, floods, winter snow and ice storms and wildfires can cause damage to buildings, roads, bridges, and other structures, causing construction and demolition (C&D) materials generation. These disasters can generate large quantities of treated wood, including downed utility poles, fencing, and decks. Damaged vehicles and structures are sources of large quantities of mixed metals. If buildings are severely damaged, the debris stream could include furniture and other personal property, electronic waste, white goods, household hazardous wastes (HHW) (i.e., leftover household products that contain corrosive, toxic, ignitable, or reactive ingredients), and putrescible wastes. Additionally, a large quantity of vegetation can also be generated as a result of certain types of disasters.

There are three basic techniques that are used for debris forecasting:

1. An analysis of prior debris generating events can be conducted for your community or a similar community. With this analysis completed it may be possible to plan for effective response to similar type events. However, because the event may have been limited in scope or experienced debris staff is no longer available, this method has severe limitations.

2. More commonly, a community-based risk analysis is completed to determine the types and quantities of debris generated by various events. This analysis is then used as a critical component of the debris management plan.

3. Computers can be used for both of the first two techniques to perform calculations and present the analysis. However, there are a range of computer-based prediction models available to perform some of the more routine calculations, use a community's Geographical Information System (GIS) and plan for any number of event scenarios.

When these three techniques are combined a very effective analysis can be completed.

To estimate debris generated using computer-based prediction models, there are two tools available from federal agencies, the Hazards U.S. Multi-Hazard (HazUS-MH) program from the FEMA and the USACE developed by the U.S. Army Corps of Engineers. Of these two tools, the HAZUS-MH program is a nationally applicable standardized methodology and software program that estimates potential losses from earthquakes, hurricane winds, and floods. HAZUS-MH was developed by FEMA under contract with the National Institute of Building Sciences (NIBS). HAZUS-MH uses state-of-the-art Geographic Information Systems (GIS) software to map and display hazard data and the results of damage and economic loss estimates for buildings and infrastructure. It also allows users to estimate the impacts of earthquakes, hurricane winds, and floods on populations. More information about HAZUS-MH can be found at FEMA's website below.

<http://www.fema.gov/plan/prevent/hazus/index.shtm>

The USACE focuses more on the debris generated from hurricanes. Prior to a forecasted hurricane landfall, the USACE uses geospatial tools to provide estimates of possible debris volumes, needs for water and ice commodities, number of people and households likely within the area impacted by hurricane force winds, and possible temporary roofing and temporary housing needs. More information about the USACE can be found at:

<https://eportal.usace.army.mil/sites/ENGLink/DisasterImpactModels/default.aspx>

The USACE model does not account for debris that might result from flooding caused by storm-related rainfall. Furthermore, the models are applicable for East Coast and Gulf Coast US, Caribbean Islands and Pacific Islands. Due to these limitations, HazUS – MH model developed by the FEMA was identified as one of the suitable tools to estimate disaster debris for this plan.

For the purpose of this plan, the focus is on debris generated from riverine floods as it appears to be a significant threat to the local region. According to the information provided by the HazUS-MH model, the debris generation estimates are based on the types and unit measurement of various structures and can be adopted to utilize for other disasters, such as earthquakes.

#### **D. Forecasting and estimating the type and amount of debris generated in Unincorporated City of Sacramento**

In order to estimate debris generated as a result of a flood, the City of Sacramento, department of Utilities, Solid Waste Division will assign personnel to determine the estimated amount of debris generated using a combination of computer based modeling and field investigation. Field investigation can be conducted using a drive through “windshield” damage assessment to estimate the amount of debris visually. Another method is an aerial assessment by flying over the area using State Police and/or National Guard helicopters and Civil Air Patrol reconnaissance flights. The damaged area can be assessed either visually or using aerial photography. Based on the preliminary reports on the scope and magnitude of the disaster from the field investigation, a visual estimation method using volume to weight conversion factors, a computer based debris prediction model (such as HAZUS-MH), or a combination of both the methods will be selected to estimate debris.

##### **1. *Flood Debris Types:***

Floods occur when an overflow of water submerges land. High waters destroy structures and personal property; uproot trees; and displace sand, soil, and sediment. Floods can also destroy roads and bridges, isolating communities and impacting a community’s ability to clean up debris. As soon as flood waters recede, people begin to dispose flood-damaged household items. Mud, sediment, sandbags, and other reinforcing materials also add to the volume of debris needing management, as do C&D materials and mixed metals from demolished and dismantled structures and automobiles. The following table summarizes various types of flood debris and disposal options.

**Table 1: Flood Debris Types**

<b>Categories</b>	<b>Types of Materials</b>	<b>Disposal Options</b>	<b>Notes</b>
<b>C&amp;D/Structure</b>	Building construction materials and contents (office equipment, personal property, etc.)	most require disposal; some can be recycled	The structure use and building materials must be evaluated to consider the potential presence of asbestos and other potentially hazardous materials
<b>Utilities/Power lines</b>	construction debris may include utility systems such as utility poles, wiring, conduits, and other items from power, telephone, cable TV, and other utilities		coordinate closely with utility companies to define jurisdictional responsibilities and to encourage cooperation to expedite recovery
<b>Household/Personal Property</b>	Clothes, Furniture, Carpet, Sheetrock, Wood		<i>Rugs, furniture, and mattresses should be treated as mixed debris and taken directly to a landfill</i>
<b>HHW</b>	Paint, Solvents, Cleaning supplies, Insecticides, Pool chemicals, Gasoline, Oils		<i>Segregate HHW from the debris stream at the curbside</i>
<b>Hazardous Waste</b>	Asbestos, Industrial chemicals, Propane Tanks, etc.		<i>Must be segregated for special handling/management</i>
<b>White Goods / Metals</b>	<b>Metals:</b> Roofing, Mobile homes <b>White Goods:</b> Refrigerators, Stoves, Washers, Dryers, etc. <i>**care must be exercised to ensure that Freon is removed from cooling units by certified professionals.</i>		<i>Should be segregated and recycled if possible</i>
<b>Boats/Autos</b>		<i>Removal and disposal of vehicles and boats should be <b>the owner's responsibility.</b></i>	

<b>MIXED DEBRIS</b>	<i>Debris becomes mixed by uncontrolled collection &amp; disposal; Roadside debris piles often contain a mixture of debris types; Separation of the mixed debris is often not cost effective; <b>Most often the debris is taken directly to the landfill</b></i>	
<b>Vegetative Debris</b>	Trees, Brush, Limbs	<i>Segregate at curbside</i>
<b>Sediment/Silt</b>	<i>Sediment flow combined with high velocity floodwater may cause extensive structural damage—<b>both the sediment and structural debris will require disposal</b>; Sand - Removal of sandbags must be handled cautiously—they can be contaminated; <b>sandbags may require testing and special handling</b></i>	
<b>Animal Carcass</b>	<b>Farmers and/or animal owners should be responsible for the disposal of their livestock and/or domestic pets</b> , but when large numbers of animals are affected, it may be beyond the means of the farmer to properly dispose of the animals; <b>Disposal of animals presents an environmental/health issue:</b> 1. The health and safety of those doing the cleanup, as well as the citizens at large, must be considered. 2. Long-term environmental impacts of their disposal must be considered. 3. The traditional method for disposal is burying. However, for large numbers, this may present a health issue. Composting and incineration are also effective means of disposal, but must be evaluated against environmental regulations.	

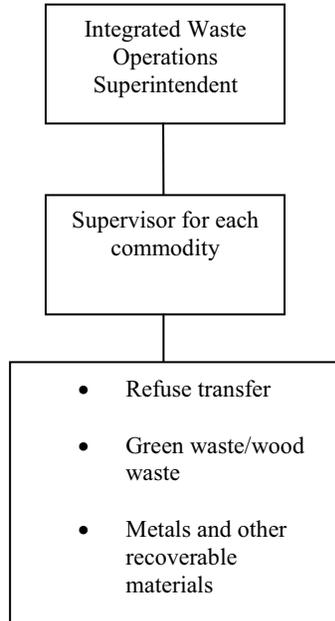
## ***2. Debris Forecasting and Estimating:***

As discussed in the Sacramento City Disaster Plan, flood disaster was identified as a significant threat to the region based on the historical data and local geology. Riverine flood and floods due to levee failures could cause devastating damage and generate significant amount of disaster debris. Debris estimating methods discussed in this plan could be used in both the cases. The City has developed flood maps for hypothetical levee break scenarios for 18 locations within the City. This Debris annex is addressing debris generation within the City and some of these locations either fall under or are adjacent to the unincorporated County. Attachments 17-1 through 17-20 are flood maps that illustrate the potential levee break point, the area impacted, maximum flood depth at various elevations, etc.

## ATTACHMENT 1A

### Debris Facilities

#### Emergency Operations Planning (DOU) Transfer and Recovery Operations – South



#### Superintendent Emergency Operations Duties

- Scheduling
- Coordination with North Supervisor
- Equipment planning and rental
- Coordination with disposal site (s)
- Coordination with recovery vendors

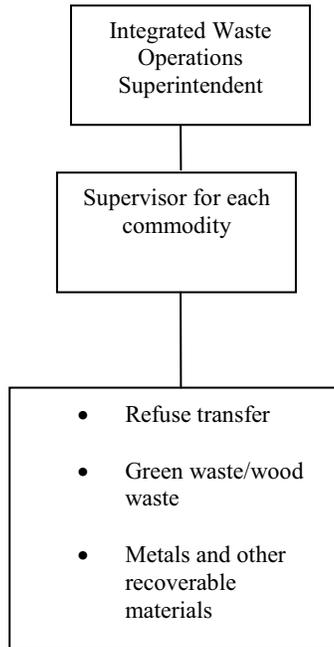
- In conjunction with Support Operations, coordinate with major haulers
- In conjunction with Support Operations, coordinate with Union
- Coordinate training for temporary staff prior to new duties
- Coordination with DOU-Solid waste administration and Human Resources
- Coordination with Transfer station
- Coordination with safety staff
- Coordination with special waste section
- Coordination with engineering (permit issues)
- Coordination with Fleet Services
- Coordination with PIO

Daily solid waste services to the residents and commercial customers will continue to be provided while the storm debris is being cleaned up.

## ATTACHMENT 1B

### Debris Facilities

#### Emergency Operations Planning (DOU) Transfer and Recovery Operations -North



#### Superintendent Emergency Operations Duties

- Coordination with south manager
- Recommendations for equipment rental
- Coordination with disposal site (s)
- Coordination with DOU-Solid Waste Administration and Human Resources
- Coordination with scale house
- Coordination with safety staff
- Coordination with special waste section

- Coordination with engineering (permit issues)
- Coordination with Fleet Services
- Coordination with PIO

Daily solid waste services to the residents and commercial customers will continue to be provided while the storm debris is being cleaned up.

**ATTACHMENT 2A**

**LOCAL, STATE AND FEDERAL AGENCY DEBRIS MANAGEMENT RESPONSIBILITIES**

**Local Responsibilities:** Local ordinances and resolutions establish local responsibilities for emergency management operations. The general responsibilities of local governments for disaster debris management are outlined below.

Agency	Local Debris Management Responsibilities
<p>Local Ordinances and Resolutions</p> <p>Local Enforcement Agencies (LEAs)</p>	<ul style="list-style-type: none"> <li>• Assist in identifying recycling, reuse and disposal sites.</li> <li>• Identify possible storage areas at existing solid waste facilities.</li> <li>• Determine environmental controls needed at selected temporary sites.</li> <li>• Provide input into the contractual conditions that should be placed into a cleanup contract.</li> <li>• Assist in developing a plan to assist property owners in cleaning up.</li> </ul> <p>LEAs are designated by the governing body of a county or city and, upon certification by the Integrated Waste Management Board (IWMB), implement delegated IWMB programs and locally delegated activities. LEAs are responsible for ensuring that solid waste facilities are operating and closure activities are conducted in accordance with applicable laws and regulations. They also have responsibilities for guaranteeing the proper storage and transportation of debris.</p>
<p>Planning, Zoning &amp; Building Departments</p>	<ul style="list-style-type: none"> <li>• Provide information regarding land use, civil engineering services, site conditions, easements, land stability, right-of-ways, parcel maps, permits for sidewalks, sewers, safety assessment, etc.</li> <li>• Some departments may also provide guidance on California Environmental Quality Act (CEQA) compliance.</li> </ul>
<p>Emergency Management</p>	<ul style="list-style-type: none"> <li>• Assist to identify vulnerabilities and risk. Facilitate interagency coordination for all phases of emergency management including: mitigation, planning, response and recovery.</li> </ul>
<p>Fire Department</p>	<ul style="list-style-type: none"> <li>• Coordinate with local law enforcement and the local health department for access to entry into restricted areas.</li> <li>• Provide expertise regarding hazardous materials identification, handling and disposal requirements.</li> </ul>

Police Department	<ul style="list-style-type: none"> <li>Assists with security issues, signage, traffic control, etc</li> </ul>
Public Information Officer	<ul style="list-style-type: none"> <li>Facilitates the interactions with the media and other interested parties, including the dissemination of information.</li> </ul>
Sanic Waste Services	<ul style="list-style-type: none"> <li>Assists with debris removal, debris separation, storm drain clearance and road cleaning.</li> </ul>
Chamber of Commerce	<ul style="list-style-type: none"> <li>Provides information regarding consumer fraud awareness, legal assistance, insurance and financial institutions.</li> </ul>
Community Development Council	<ul style="list-style-type: none"> <li>Provides information regarding planned construction, rebuilding, clean-up and selection of design professionals</li> </ul>
Utilities: water, power, telephone	<ul style="list-style-type: none"> <li>Provide assistance with the identification of underground power lines, clearance of utility debris, power interruption</li> </ul>

**ATTACHMENT 2B**

**LOCAL, STATE AND FEDERAL AGENCY DEBRIS MANAGEMENT RESPONSIBILITIES**

**State Responsibilities** Debris removal must be an expedited process. No community's recovery can succeed if debris removal isn't accomplished right away. OES is responsible for the overall coordination of disaster relief operations and may task other state agencies to assist with debris management activities as appropriate. In addition, OES can provide technical assistance in all aspects of debris removal. It describes the functions of those state entities that typically have a role in disaster debris management activities. Depending on the type and scope of the disaster, other state agencies may be tasked to support disaster relief efforts.

Agency	State Debris Management Responsibilities
Governor's Office of Emergency Services (OES)	<ul style="list-style-type: none"> <li>• Coordinates mutual aid and debris clearance performed by state agencies.</li> <li>• Facilitates the coordination of state and federal technical assistance to affected areas.</li> <li>• Acts as grantee and implements a grant management system for federal emergency grants.</li> <li>• Provides liaison assistance with all utilities, security agencies, legislature and federal agencies.</li> <li>• Coordinates with professional engineering organizations and local government in recruiting, orienting, and emergency response training to volunteer structural engineers.</li> <li>• Implements the California Disaster Assistance Act, which may provide funding for disaster debris management activities.</li> </ul>
Conservation Corps (CCC)	<ul style="list-style-type: none"> <li>• Provides personnel and equipment for debris clearance.</li> <li>• Provides personnel and equipment for debris separation activities.</li> </ul>
Department of Toxic Substances Control (DTSC)	<ul style="list-style-type: none"> <li>• Provides regulatory oversight and technical expertise on the appropriate handling, storage, transportation and disposal of hazardous wastes, i.e. household hazardous wastes and lead.</li> <li>• Responsible for the issuance of applicable emergency permits, waivers and exemptions.</li> <li>• Coordinates with California Occupational Safety and Health Administration (CalOSHA) and Air Resources Board (ARB) to regulate the proper handling, removal and disposal of asbestos.</li> </ul>
Department of General Services (DGS)	<ul style="list-style-type: none"> <li>• Contacts construction materials manufacturers, wholesalers, and general contractors having construction-related equipment available for emergency operations.</li> <li>• Clears debris from State-owned buildings, sewers, and water systems.</li> </ul>

National Guard (ONG)	<ul style="list-style-type: none"> <li>Assists with the clearing of debris from roadways, bridges, and other essential facilities.</li> </ul>
Integrated Waste Management Board (IWMB)	<ul style="list-style-type: none"> <li>Provides information on operations: status of landfill, disaster debris diversion programs, construction and demolition (C&amp;D) materials recycling, and market reports for C&amp;D materials.</li> <li>Provides technical expertise for the development of debris management options.</li> <li>Regulates facility sanitation issues and concerns regarding landfill capacity.</li> </ul>
State/Regional Water Resources Control Boards (SWRCB/ RWQCBs)	<p><b>SWRCB:</b></p> <ul style="list-style-type: none"> <li>Coordinates with IWMB, DTSC, OES, and LEAs on classification and disposal options for disaster-related debris in the protection of ground water and water quality.</li> <li>Regulates debris management decisions relating to water quality issues.</li> </ul> <p><b>RWQCBs:</b></p> <ul style="list-style-type: none"> <li>Provide technical expertise on waste classification, waste management and assessment of potential impacts to surface, groundwater quality, pollution control, and storm water runoff.</li> <li>Provide assistance with the identification of existing permits and waivers that may be applicable.</li> <li>Provide technical expertise on monitoring, and maintenance requirements for staging and disposal units.</li> </ul>
California Environmental Protection Agency (CalEPA)	<ul style="list-style-type: none"> <li>Coordinates the activities of Office of Environmental Health Hazard Assessment (OEHHA), ARB RWQCBs, SWRCH, DTSC, Department of Pesticide Regulation (DPR) and IWMB.</li> <li>Final authority for approval of emergency waiver of various standards that protect the environment.</li> <li>Reviews the locations proposed as debris disposal sites.</li> <li>Provides technical expertise for environmental fate analysis of toxic chemicals.</li> </ul>
Department of Health Services (DHS)	<ul style="list-style-type: none"> <li>Provides technical expertise on the determination of potential public health impacts from debris and debris operations.</li> </ul>
Department of Food and Agriculture	<ul style="list-style-type: none"> <li>Coordinates with OES to develop special handling requirements for biological hazards.</li> <li>Provides technical expertise in the separation, transportation and disposal of biological wastes, including animal carcasses.</li> </ul>

Department of Transportation (CalTrans)	<ul style="list-style-type: none"> <li>• Coordinates with DGS to locate construction-related equipment available for use in emergency operations.</li> <li>• Assesses damage to state transportation infrastructure and establishes route recovery priorities.</li> </ul>
Department of Fish and Game	<ul style="list-style-type: none"> <li>• Coordinates the removal and disposal of spilled oil from California's waterways.</li> <li>• Provides technical expertise of potential impacts of debris on wildlife and aquatic environments.</li> </ul>
Department of Water Resources (DWR)	<ul style="list-style-type: none"> <li>• Coordinates with DGS to locate construction-related equipment for emergency operations.</li> <li>• Coordinates with CalTrans for the assessment of state highway damage and establishing route recovery priorities.</li> <li>• Provides technical support for debris management relating to flood protection and flood control.</li> </ul>

**ATTACHMENT 2C**

**LOCAL, STATE AND FEDERAL AGENCY DEBRIS MANAGEMENT RESPONSIBILITIES**

Federal Responsibilities Several federal agencies may be requested to provide disaster debris management assistance. The following matrix identifies and briefly describes the functions of the federal agencies that typically have a role in disaster debris management activities. Depending upon the type and scope of a disaster, other federal agencies may be requested to participate, as necessary.

Direct Federal Assistance (DFA) is requested by the State, functions normally under the purview of the State, and is subject to cost-share. Federal agencies may also provide Technical Assistance (TA) as specialisis, expertise, and regulatory advice. The TA is 100% federally funded. DFA and TA are generally coordinated and authorized by FEMA through mission assignments and are based on state identified needs.

Agency	Federal Debris Management Responsibilities
Federal Emergency Management Agency (FEMA)	<ul style="list-style-type: none"> <li>• Coordinates federal resources for the disaster event in response to a federal declaration</li> <li>• Provides grant funding for disaster debris removal activities.</li> <li>• Provides assistance with federal grant eligibility requirements</li> <li>• Assists with debris management planning</li> <li>• Assists with urban search and rescue</li> <li>• Prepares NEPA environmental documents and implements federal environmental laws for FEMA funded projects</li> </ul>
Army Corps of Engineers (USACE)	<ul style="list-style-type: none"> <li>• Provides team to develop event specific debris planning.</li> <li>• Provides specific debris clearance, removal and disposal contracting expertise.</li> <li>• Provides Geographic Information Systems (GIS) and electronic modeling capabilities.</li> <li>• Maintains contractual arrangements with debris contractors nationwide.</li> <li>• Provides engineering and other technical expertise relating to debris management debris operations, effective monitoring techniques, documentation requirements, etc.</li> </ul>
Department of Transportation (DOT)	<ul style="list-style-type: none"> <li>• Provides technical specialist for transportation related issues</li> <li>• Provides expertise on alternate routes issues.</li> </ul>

National Communications System (NCS)	<ul style="list-style-type: none"> <li>• Coordinates warning systems and communications networks essential to the effectiveness of disaster operations including debris management.</li> <li>• Coordinates communication related issues.</li> </ul>
Federal Highway Administration (FHWA)	<ul style="list-style-type: none"> <li>• Administers the Emergency Relief Program to assist state and local governments with costs associated with disaster damage to major freeways and auxiliary roads and bridges, including debris clearance, temporary emergency repairs, and permanent repair and restoration projects.</li> </ul>
Department of Agriculture (USDA)	<ul style="list-style-type: none"> <li>• Assists with proper disposal of agricultural wastes and debris.</li> <li>• Provides planning assistance regarding impacts to agricultural lands.</li> </ul>
United States Coast Guard (USCG)	<ul style="list-style-type: none"> <li>• Coordinated response to marine disasters, spills, and other events impacting the marine environment.</li> </ul>
General Services Administration (GSA)	<ul style="list-style-type: none"> <li>• Provides resource support to debris management operations.</li> <li>• Assists with documentation tracking and accountability issues.</li> </ul>
Department of Health & Human Services (DHHS)	<ul style="list-style-type: none"> <li>• Provides technical assistance regarding potential health impacts.</li> <li>• Assists with the identification of public health impact analysis.</li> </ul>
National Resources Conservation Service (NRCS)	<ul style="list-style-type: none"> <li>• Provides technical assistance to private landowners regarding soil, water and other natural resources.</li> <li>• Provides funding for mitigation of expected damage to watersheds from flooding and debris flows.</li> <li>• Administers Emergency Watershed Protection Program (EWPP), which provides technical assistance and funding for projects that meet engineering, economic, and environmental criteria.</li> </ul>
Environmental Protection Agency (EPA)	<ul style="list-style-type: none"> <li>• Enforces regulations and advises on regulatory issues regarding environmental impacts and issues. Provides technical expertise regarding the disposal of water and toxic materials determined to be hazardous.</li> </ul>

## ATTACHMENT 3

### Debris Estimation Worksheets

This attachment contains the following tables:

**1. Table A— Estimating Debris Quantity.**

This table includes two worksheets (Worksheet 1 and Worksheet 2) which outline a methodology that can be used to estimate the quantity of debris produced by a disaster. The methodology allows the user to estimate the debris in various geographic areas (sectors) and then sum the amount of debris in each sector to determine the overall volume of debris that must be dealt with. The sectors developed in this process can be used in operational planning and contracting. To the extent possible, sectors should be drawn to encompass areas with buildings of similar construction and vegetative cover.

**2. Table B — Estimating Debris Removal Time.**

This table includes two worksheets (Worksheet 3 and Worksheet 4). The worksheets provide a methodology that can be used to estimate the time in days that it will take to remove specific quantities of debris given a known set of hauling resources and a reasonable estimate of the cycle time for those resources (time **spent** in pickup, hauling, unloading, and, waiting on one trip).

**Table 3A Worksheet 2**

Worksheet 2	Sector A	Sector B	Sector C	Sector D
Debris Volume Estimate (cubic yard/CY)				
A. Home (from Worksheet 1)				
B. Mobile Homes (from worksheet 1)				
C. Other Buildings (from Worksheet 1)				
SD = Structural debris (A + B + C)				
V = Vegetation Multiplier (see note)				
ST = Subtotal (SD x V)				
D. Debris Files (from Worksheet 1)				
E. SV = Sector Volume (ST + D)				
TOTAL (add entries in row E above)				

Note: Vegetative Multiplier:	<u>Vegetative Cover</u>	V=
	None	1
	Light	1.1
	Medium	1.3
	Heavy	1.5

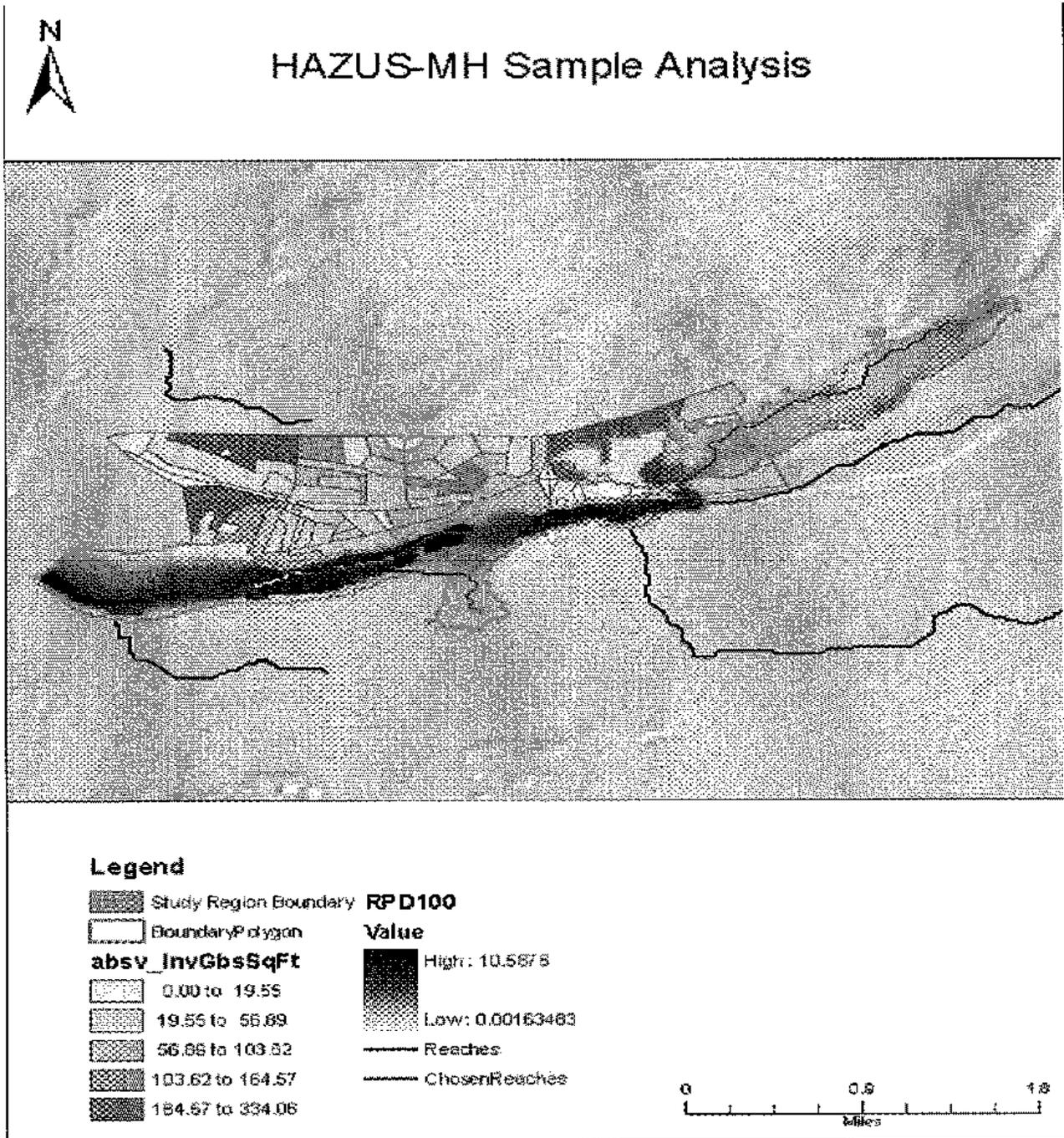
The City of Sacramento, Department of Utilities maintains emergency response contracts in the event of storms. These contracts will be utilized as part of the response plan to this Annex.

WORKSHEET 4	A. Truck Capacity (CY)	B. Units Available	C. Group Capacity (AxB)
Equipment			
Dump Truck, Light			
Dump Truck, Medium			
Dump Truck, Heavy			
Capacity Per Cycle (CY) (sum the right column)			

Note: In estimating units available, it is essential to consider that some equipment may not operationally ready each day. Hence, an out-of-service factor based on local experience should be applied to obtain a realistic estimate of equipment available for use on a daily basis.

# ATTACHMENT 4

Map illustrating a sample analysis of flood debris using HAZUS-MH model



**ATTACHMENT 5A**

FRANCHISED HAULERS SACRAMENTO COUNTY REGIONAL  
SOLID WASTE MANAGEMENT AUTHORITY (SWA)

<b>Franchised Haulers</b>	<b>Phone Number</b>
Aces Waste Services Inc.	(866) 488-8837
Allied Waste Services	(916) 631-0600
All Waste Systems, Inc.	(916) 458-1555
Atlas Disposal Industries, LLC	(916) 455-2800
California Waste Recovery Systems	(916) 441-1985
Central Valley Waste Services, Inc.	(209) 369-8274
Elk Grove Waste Management, Inc.	(916) 680-4052
Mini Drops, inc.	(916) 686-8788
Norcar Waste Services of Sacramento	(916) 381-5300
North West Recyclers	(916) 686-8575
Waste Management of Sacramento	(916) 387-1400
Waste Removal & Recycling	(916) 453-1400
Weston Strategic Materials, Inc.	(916) 380-1976
\$\$\$ Debris Box	(916) 428-9900

AUTHORIZED RECYCLERS SACRAMENTO COUNTY REGIONAL  
SOLID WASTE MANAGEMENT AUTHORITY (SWA)

<b>Authorized Recycler</b>	<b>Phone Number</b>
Weyerhaeuser	(916) 374-4634
Sacramento Local Conservation Corps	(916) 386-8394
Recycling Industries, Inc.	(916) 452-3961
Modern Waste Solutions	(916) 447-6600
Green Fiber	(916) 808-4601
Southside Art Center	(916) 387-8080
Smurfit-Stone Container Corporation	(916) 381-3340
C & C Paper Recycling	(916) 920-2673
Spencer Building Maintenance, Inc.	(916) 922-1900
Pride Industries, Inc.	(916) 640-1300

## Attachment 5B

### DEPARTMENT OF UTILITIES EMERGENCY DIRECTORY FOR MATERIALS AND EQUIPMENT

#### BAGS, BURLOP

Sacramento Bag Mfg. Company 530 Q Street Sacramento	Office 1 <sup>st</sup> after hours Cell 2 <sup>nd</sup> after hours Cell	Dave Rosenberg  Luis Golisuz	441-6121 321-6131 997-4701  997-1700
John Mahaney Company 1110 Commerce Circle Sacramento	Office After hours Cell After hours Cell	Steve Mahaney  Brian Mahaney	922-8300 855-7888 419-0870 443-7128 937-0050
Acma Bag Company 2028 Main Street, Ste. A Chula Vista [Maximum 24 hour turn around]	Office After hours Cell	Steve Short	(800) 275-2282 (619) 421-7120 619-933-7180
White Cap (formerly A-Y supply) 4550 Kinseville Rd No. Highlands	Office Corporate office	Gene Sammartino	548-7758 949-794-6300 925-695-1776

**BARRICADE RENTAL**

Capito, Barricade Inc 8129 Elvas Sacramento	Office After hours Cell	24 hr message line	451-6179
		Line Kehl	710-6125
TSC (Traffic Control Service) 0555 Thys Ct Sacramento	Office & 24 hr		987-9733
ATA DMR SA 4151 Auburn Boulevard Sacramento	Office After hours Cell	Dale Blackwell	494-7393 489-5710 947-8111
		Flash Safety Company 7820 Cucamonga Avenue Sacramento	Office & 24 hr Answer service 24 hr Adam Boring

**CONSTRUCTION EQUIPMENT AND OPERATOR**

Granite Construction 4001 Bradshaw Road Sacramento	Office & 24hr Dispatch After Hours Cell	John Burgarcic	555-4400 855-7735 855-4484 825-5836
Teched1 Construction 8811 Kleier Boulevard Sacramento	Office 24-hour Office Cell Office Cell	Ed Nolzel  Tom Griffith	386-6200 800-287-7255 386-5859 416-1444 386-5257 206-3715
Volvo Rents (Capitol City Rentals, Inc.) 1576 Billica Avenue Sacramento	Office Cell Cell Cell Cell Cell	Craig Aguilera Robert Smith Roger Brendow Mike Hewitt Mark Scholesky	922-1300 700-3100 761-3923 406-7035 290-6872 820-2350
Holt of California Co. Rental Store 5900 Fruitridge Rd Sacramento	Office & 24 hr Cell	Mark Griffin	381-8310 416-8357
Hertz Equipment Rental 901 Silverado Rd West Sacramento	Office & 24 hr Cell Cell	John Dyer George Wercher	372-2233 918-4958 918-4957

**LIGHT PLANTS AND SMALL PUMPS**

U.S. Rentals 5201 Elvas Avenue Sacramento	Office		451-7277
	After hours	Brian Moran	451-7277
Hertz 901 Bl. water Rd West Sacramento	Cell		910-7537
	Cell	Gas Ranquest	870-2614
TCR 8086 Thys Ct Sacramento	Office & 24hr		372-2255
	Cell	John Dyer George	919-7838 910-4057
	Office & 24hr		387-0723

**LUMBER**

Acc Flow Home Building Supply 5370 Franklin Blvd Sacramento	Office		455-3057
	After hours	Wayne Steving	586-7526
	Cell		432-3475
	After hours	Fall Silver	726-8755
	After hours	Chris Hernandez	767-0064
Home Depot 1401 Meadowcove Rd Sacramento, California 95832	Cell		747-0476
	Office & 24 hour Pro desk		399-8908 429-4364
Home Depot 3811 Truxel Rd Sacramento	Office		928-0722
	Pro desk		928-0722

**MEALS**

Olivo Garden 1780 Challenge Way Sacramento	Office	949-8303
Texas 1302 150 Otto Cir Sacramento	Office	424-8395
Romas Pizza 5743 Franklin Blvd Sacramento	Office	424-1881
Round Table Pizza 1307 Ho in Rd Sacramento	Office	422-7667

**PLASTIC SHEETING**

Fred Ruda Mill Supply 25 <sup>th</sup> and R Stree. Sacramento	Office		442-6011
	After hours	Stan Sarcors	660-1917
	Cell		607-0350
John Mahaney Company 118 Commerce Circle Sacramento	Office		922-8306
	After hours	Steve Mahaney	625-7680
	Cell		719-0870 413-
	After hours	John Mahaney	7-29
	Cell		607-0889
City Corporation York - Stokes 5760 24 <sup>th</sup> Street Bldg 4 Sacramento	Office		505-8241
	After hours	Rwale Szemore	660-5551
	After hours	Keith Leach	505-1851

**TRANSPORTATION**

Greyhound Bus 715 L Street Sacramento	Office		444-7270
	24hr		442-7180
	After hours	Crista Brooks	840-0311
	Cell	Mike Dore	209-807-2100
	Fax		444-8259
Regional Transit 24 N Street Sacramento	Office		321-2800
	Dispatch		321-2800
			321-2807
Sacramento School District	Office	Terry Brown	277-6705
	OTcc		

**TRUCKS, RENTAL**

Blain Stumpf 5561 Dawson Rd Placerville	Office & 24hr After hours	Bert Orlamore	932-1888 930-820-7287
Paco 3390 Luyang Rancho Cordova	Office & 24hr After hours	Pat Nails	857-788 530-8069
Bnr's Trucking 8158 Bradshaw Road Sacramento	Office After hours Cell Cell	Hete Roman Leslie Sancerson	384-0100 585-8090 808-0097 710-6776
West Coast Sand & Gravel 9411 Elder Creek Sacramento	Office & 24 hr Cell After hours Fax	Dave Duddley DeDe Roque	380-0177 571-7088 728-9006 380-8175
Contech Construction 5875 Pacific Street, Ste. B-3 Rancho	Office After hours Cell	Mark Cesar	701-0200 932-0662 847-5100
Scandia Trucking 1437 Fumeaux rd Marysville	Office After hours Cell	Barry Greathouse	530-772-2199 530-671-7315 530-308-0973

## ATTACHMENT 6

### Sample Unit Price Contract

#### SCOPE OF WORK FOR UNIT PRICE CONTRACT FOR DEBRIS REMOVAL RELATED TO (NAME/NATURE OF DISASTER) AT, IN, OR NEAR (LOCATION OF RECOVERY EFFORTS)

##### 1.0 GENERAL

- 1.1 The purpose of this contract is to provide debris clearing and removal response assistance to (“City of Sacramento” or “Mobile and Baldwin Counties in Alabama”) which have been declared disaster areas by the President because of the effects of (NAME OF DISASTER).

##### 2.0 SERVICES

- 2.1 The Contractor shall provide for debris removal from the area(s) outlined on the attached maps, and described as: (DESCRIPTION OF WORK AREA).
- 2.2 The debris shall be taken to the dumpsite (s) indicated on the attached maps, located at (LOCATION (S) OF DUMP SITE (S)).
- 2.3 The total amount of debris to be removed under this contract is estimated to be (QUANTITY).
- 2.4 The work shall consist of clearing and removing any and all “eligible” debris (see section 4.0 for a definition of eligible debris) primarily from the public right-of-way (ROW) of streets and roads, as directed by the Contracting Officer’s Representative (COR). Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non burnable, 2) loading the debris, 3) hauling the debris to an approved dumpsite or landfill, and 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Burnable debris will be loaded separately from non-burnable debris. Mixed loading of burnable and non-burnable will be kept to a minimum. The COR will determine the appropriate dumpsite for mixed loads.
- 2.5 Debris removal shall include all eligible debris found on the ROW within the area designated by the COR. The COR may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time. The Contractor shall make as many passes through the designated area as required by the COR. The Contractor shall not move from one designated work area to another designated work area without prior approval from the COR. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract.
- 2.6 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, tribal and local governments or agencies, or of any public utilities. The government reserves the right to inspect the site, verify quantities, and review operations at any time.

2.6 All work shall be accomplished in a safe manner in accordance with EM 385-1-1.

3.0 **LOAD TICKETS**

3.1 "Load tickets" will be used for recording volumes of debris removal. (See Enclosure)

3.2 Each ticket will contain the following information:

Ticket Number Contract Number Date

Contractor Name Site Departure Time Dump Arrival Time Debris Classification Debris Quantity

3.3 (SELECT ONLY ONE OF THE FOLLOWING PARAGRAPHS, AND DELETE THE OTHERS)

Load tickets will be issued by a COR prior to departure from the loading site. The COR will keep one copy of the ticket, and give three copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the three copies to the COR at the dumpsite, the COR will validate, retain on copy and give two copies to driver for the Contractor's records, (one copy for the sub-contractor and one copy for the prime contractor).

Load tickets will be issued by a COR prior to departure from the loading site. The COR will keep one copy of the ticket, and give two copies to the vehicle operator for the Contractor's records.

Load tickets will be issued by a COR to a vehicle operator upon arrival at the dumpsite. The COR will keep one copy of the ticket, and give two copies to the vehicle operator for the Contractor's records.

4.0 **DEBRIS CLASSIFICATION**

4.1 Eligible Debris. Debris that is within the scope of this contract falls under three possible classifications: Burnable, Non-Burnable, and Recyclable. Debris that is classified as Household hazardous Waste (HHW) is not to be transported by this contract.

4.2 Non-Burnable Debris. Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; sheet rock; cloth items; non-wood building materials; metal products (Le. Mobile Trailer parts, Household appliances (White Metal), and similar items), or uncontaminated soil; roofing materials; and carpeting.

4.3 Household Hazardous Waste (HHW). Household hazardous wastes, such as petroleum products, paint products, etc., and known or suspected hazardous materials, such as asbestos, lead-based paint, or electrical transformers shall be removed by others, Coordination for hazardous debris removal is the responsibility of the Government.

4.4 Stumps. Tree stumps located within the ROW with are one-half or more of the root ball exposed will be removed. Tree stumps with base cut diameter measurements less than or equal to 24 inches (measured 24 inches up from where the tree originally exited the ground) will be considered to be burnable debris and removed off with the same methods used for other burnable debris. Tree stumps larger than 24 inches in diameter will be removed of as burnable and paid for in accordance to the MEASUREMENT and PAYMENT paragraphs in this contract.

## **5.0 DUMPSITES**

- 5.1 The Contractor shall use only debris dumpsites designated in Section 2.2, unless otherwise approved by the COR. The Contractor shall haul non-burnable debris to the site designated for non-burnable debris and burnable debris to the burn site designated.
- 5.2 The dumpsite operator shall direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.
- 5.3 The Government makes no representations regarding the turn-around time at the dumpsites.

## **6.0 PERFORMANCE SCHEDULE**

- 6.1 The Contractor shall commence performance on (DATE).
- 6.2 The Contractor shall, with the CORs direction, provide a work with plan showing where operations will begin and which streets/roads will be cleared on a 2, 7, 14 day projection. The plan will be updated every 2 days.
- 6.3 Maximum allowable time for completion will be (ENTER) calendar days, unless the Government initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable State and Federal law. Liquidated damages shall be assessed at \$(AMOUNT) per calendar day for any time over the maximum allowable time established by the contract.

## **7.0 EQUIPMENT**

- 7.1 All trucks and other equipment must be in compliance with all applicable Federal, State, tribal and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bed. The Contracting Officer's representative must approve all requests for extensions. Equipment will be inspected prior to its use by the Contractor using applicable U.S. Army Corps of Engineers forms. The forms will be provided to the Government after completion.

- 7.2 Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs; one attached to each side. The U.S. Army Corps of Engineers will furnish these signs to the Contractor. The signs remain the property of the United States Government, and will be returned to the U.S. Corps of Engineers at the conclusion of the contract.
- 7.3 Prior to commencing debris removal operations, the Contractor shall present to the Government's representative all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be numbered for identification with a permanent marking.

- 7.4 Trucks or equipment which are designated for use under this contract shall no be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period o this contract. Under no circumstances will the Contractor mix debris hauled others with debris hauled under this contract.
- 7.5 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (6 CY and up) and non-rubber tired equipment must be approved by the COR.

**8.0 REPORTING**

- 8.1 The Contractor shall submit a report to the COR during each day of the term of the contract. Each report shall contain, at a minimum, the following information:

Contractor's Name

Contract Number

Crew

Location of work

Day of Report

Daily and cumulative totals of debris removed, by category

- 8.2 Discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the following day.

**9.0 OTHER CONSIDERATIONS**

- 9.1 The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 9.2 The Contractor must be duly licensed in accordance with the state's statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the COR.
- 9.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Government.
- 9.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State, tribal and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with EM 385-1-1.

## 10.0 MEASUREMENT

- 10.1 Measurement for non-burnable debris removed will be by the cubic yard as predetermined through truck bed measurement. Trucks with less than full capacities will be adjusted down by visual inspection by the COR. Load tickets will document measurement.
- 10.2 Measurement for payment of stumps removed with 25 to 36 inch diameters base cuts (measured 24 inches up from where the tree originally exited the ground) shall be per stump.
- 10.3 Measurement for payment of stumps removed with 37 to 48 inch diameter base cuts (measured 24 inches up from where the tree originally exited the ground) shall be per stump.
- 10.4 Measurement for payment of stumps removed with 49 inch and larger diameter base cuts (measured 24 inches up from where the tree originally exited the ground) shall be per stump.
- 10.5 Measurement for mobilization and demobilization will be by the job.

## 11.0 PAYMENT

- 11.1 Payment for the removal of non-burnable debris to include all cost associated with loading, hauling and dumping will be paid for under the contract bid item for **Non-burnable Debris**.
- 11.2 Payment for the removal of stumps, 25 inches and larger, to include all cost associated with loading, hauling and dumping will be paid for under the contract bid item for the appropriate size category for **Stumps**.
- 11.3 Payment for mobilization and demobilization will be paid for under the contract bid item for Mobilization and Demobilization.
- 11.4 Payment for work completed may be invoiced on a bi-weekly basis. Invoices will be based on verified quantities from the daily operational reports and valid load tickets.
- 11.5 The Contractor will be entitled to invoice for 60% of the mobilization and demobilization line item after all equipment is delivered to the designated work site. The remaining 40% will be due after all equipment is removed from the work site, all vehicle signs have been returned to the government, and receipt of a proper invoice.
- 11.6 All payments made under this contract will be in accordance with PAYMENTS clauses located in other sections of this contract.

## 12.0 OTHER CONTRACTS

- 12.1 Other contracts may have been issued.
- 12.2 The Government reserves right to issue other contracts or direct other contractors to work within the area included in this contract.

**13.0 ENCLOSURES/ATTACHMENTS**

13.1 Bidding Schedule

13.2 Daily Report

13.3 Load Ticket

<b>Daily Report</b>			
CONTRACTOR:		DATE OF REPORT:	
	Processing Etc	Stumps 26-35 in.	Stumps 36-48 in.
1			
2			
3			
4			
5			
6			
7			
8			
9			
DAILY TOTALS			

ATTACHMENT 7  
CITY OF SACRAMENTO  
DEPARTMENT OF UTILITIES  
DRAFT SAMPLE AGREEMENT FOR  
ON-CALL BULKY WASTE COLLECTION SERVICES

PROJECT #:  
PROJECT NAME:  
DEPARTMENT:  
DIVISION:

CITY OF SACRAMENTO

**NONPROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made at Sacramento, California, as of \_\_\_\_\_, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Name of Contractor*  
*Address*  
*Phone/Fax*

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

Invitation to Bid	Workers' Compensation Certificate
Instructions to Bidders	Contractor's Bid Proposal Form
Certificate(s) of Insurance	ESBD Program Statement
Drug-Free Workplace Policy and Affidavit	Technical Specifications
Declaration of Compliance (Equal Benefits Ordinance)	
Declaration of Compliance (Living Wage Ordinance)	

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefore. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefore, the General Provisions shall control over said terms or conditions.
6. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.
7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

For: Ray Kerridge, City Manager

APPROVED TO AS FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits

**CONTRACTOR:**

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
Federal I.D. No.

\_\_\_\_\_  
State I.D. No.

\_\_\_\_\_  
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- \_\_\_\_\_ Individual/Sole Proprietor
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Corporation (*may require 2 signatures*)
- \_\_\_\_\_ Limited Liability Company
- \_\_\_\_\_ Other (*please specify: \_\_\_\_\_*)

\_\_\_\_\_  
**Signature of Authorized Person**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Additional Signature (*if required*)

\_\_\_\_\_  
Print Name and Title

**DECLARATION OF COMPLIANCE  
Living Wage Ordinance**

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance and Contractor will include these requirements in all subcontracts covered by the Ordinance.
8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

\_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
  - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
  - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

- e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
  - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
- 5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
  - 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
  - 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
  - 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**EXHIBIT A**

**NONPROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Name/Title  
Address  
Phone/Fax/E-mail*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Name/Title  
Address  
Phone/Fax/E-mail*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

**2. Scope of Services.** *[Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:]*

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

**3. Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

## EXHIBIT B

### NONPROFESSIONAL SERVICES AGREEMENT

#### FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ \_\_\_\_\_.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Office  
Address  
Phone/Fax

Attn: \_\_\_\_\_

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

**EXHIBIT C**

**NONPROFESSIONAL SERVICES AGREEMENT**

**FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

CITY shall [*check one*]

Not furnish any facilities or equipment for this Agreement; or

furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

**EXHIBIT D**

**NONPROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
  
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
  
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, 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 CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are

valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

## **7. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term “information” shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party’s trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY’s failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR’s proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff’s attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual “trade secret” designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

**8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

**9. Term; Suspension; Termination.**

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the

Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

**11. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

“I certify that a motor vehicle will not be used in the performance of any work or services under this agreement.” \_\_\_\_\_ (CONTRACTOR initials)

- (3) Workers’ Compensation Insurance with statutory limits, and Employers’ Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker’s Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

\_\_\_\_\_ Workers’ Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers’ Compensation insurance shall be required if CONTRACTOR completes the following certification:

“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers’ Compensation insurance.” \_\_\_\_\_ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

\_\_\_\_\_ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

**12. Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

## EXHIBIT E

### LIVING WAGE REQUIREMENTS (Nonprofessional Service Agreement)

#### The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

#### Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

##### Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

##### Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

### Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.<sup>a</sup>

### Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

### Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

## **Payment of Living Wage to Covered Employees**

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.<sup>b</sup>

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<sup>a</sup> The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

<sup>b</sup> A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.
  
- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, and then the rates are as follows:
  - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

### **Notification to Covered Employees**

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

**This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at [www.cityofsacramento.org](http://www.cityofsacramento.org).**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

### **Subcontractor Compliance**

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

## **Other Provisions of the LWO**

### Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

### No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

### No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

### No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

## **Violations and Monitoring**

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

**Declaration of Compliance**

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

**Additional Information**

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at [www.cityofsacramento.org](http://www.cityofsacramento.org).
- For more information on the LWO requirements and the CITY's LWO program, contact Aaron Chong, Finance Administration, 916-808-6762.

## **EXHIBIT F**

### **REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

#### **INTRODUCTION**

The Sacramento Non-Discrimination In Employee Benefits Code (the “Ordinance”), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

#### **APPLICATION**

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor’s operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

#### **DEFINITIONS**

As set forth in the Ordinance, the following definitions apply:

“Contract” means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. “Contract” also means a written agreement for the exclusive use (“exclusive use” means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City’s use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

“Contract” shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm partnership or corporation, company, or combination thereof that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

#### **CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

# Attachment A



## **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento  
Contract Services Unit  
915 I Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

## Attachment B



### **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

#### **You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
915 I Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

#### **Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

#### **You May Also . . .**

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

	<b>FEMA</b>	<b>DISASTER ASSISTANCE CENTER DIRECTORATE</b>
<b>FACT SHEET</b>		<b>9580.203</b>
<b>DEBRIS MONITORING</b>		
<b>OVERVIEW</b>		
<p>When a disaster event occurs that produces large amounts of debris, coordination is required between the Public Assistance applicant, State, and FEMA to ensure that debris removal operations are efficient, effective, and eligible for FEMA Public Assistance grant funding. Eligible Public Assistance applicants are encouraged to monitor debris removal operations and document eligibility questions and concerns to ensure that the work is eligible for Public Assistance grant funding. Failure to do so properly may jeopardize the funding.</p>		
<p>Public Assistance applicants can use their account resources or contractors to monitor debris removal operations, or a combination of both. Regardless of the method, the applicant is responsible for ensuring that applicant managed debris removal work (either for-profit or non-profit) being funded through Public Assistance grant funding is in accordance with Public Assistance guidelines. This Fact Sheet provides Public Assistance applicants with information on how to properly monitor applicant managed debris removal operations to ensure compliance with these guidelines. It also provides information on debris monitoring responsibilities and the fact that applicants have direct and contractor operations, however, some information provided only applies to debris operations performed and managed.</p>		
<b>Debris Monitoring Rules and Responsibilities</b>		
<p>Monitoring debris removal operations requires comprehensive observation and documentation by the Public Assistance applicant of debris removal work performed from the point of debris collection to final disposal. Monitoring debris removal work involves direct observation or use of cameras to ensure that workers are performing eligible work in accordance with Public Assistance guidelines, and helps to verify compliance with applicable Federal, State, and local regulations.</p>		
<p>All involved disaster entities play a role in monitoring debris removal operations to ensure that they are efficient, effective and eligible for FEMA Public Assistance funding. It is important for these entities work together to communicate and resolve issues in the field to ensure proper funding for debris removal operations is not jeopardized. Attached is a table which addresses the general monitoring responsibilities and tasks of different partners in the debris removal operation. The table is followed by specific monitoring responsibilities and duties for both for-profit and non-profit debris removal in the field.</p>		

**DEBRIS MONITORING**

Entity	Responsibilities	Tasks
Debris Removal Contractor Public Assistance Applicant Monitoring Contractor	Comply with debris removal operations per the terms of the contract. Works for applicant to monitor debris contractor's day-to-day operations to ensure the applicant's requirements and contractual requirements are being met.	<ul style="list-style-type: none"> <li>Identify in writing day-to-day activities to ensure the contractor's obligations are being met.</li> <li>Provide debris monitoring personnel with a contract of stipulation.</li> <li>Identify any activities or circumstances with the contract that are not met.</li> <li>Provide all monitoring information as required in the monitoring contract.</li> <li>Designate project manager.</li> </ul>
Public Assistance Applicant (Subgrantee)	Provide oversight and quality assurance of both the debris removal contract and the monitoring contract (if applicable). Review of QA funds for eligible work. Ensure performance measures are met and eligible work is documented. Understand eligibility requirements and ensure work performed under the contract meets the requirements.	<ul style="list-style-type: none"> <li>Debris removal is performed under contract.</li> <li>Ensure that debris removal contractor and monitoring contractor (if applicable) understand eligibility requirements for debris removal operations.</li> <li>Ensure that eligible debris quantities are being claimed for Public Assistance.</li> <li>Resolve issues or discrepancies associated with the contract.</li> <li>Maintain the grant and stipend requirements.</li> <li>Ensure that the applicant is sufficiently monitoring the debris removal operation (FEMA's Grants Office).</li> <li>Conduct random monitoring at load sites and disposal sites to ensure compliance with grant requirements (FEMA's Grants Office).</li> <li>Notify subgrantee of compliance issues and initiate corrective actions (FEMA's Grants Office).</li> </ul>
State (Grantee)	Ensure grant compliance outlined in the 44 CFR and verify that all the QA compliance are reviewed. Funds for eligible work. Responsible for monitoring the grant and ensuring to ensure compliance with federal, state and local laws and regulations.	<ul style="list-style-type: none"> <li>Develop large project subgrantees to coordinate with the Grants and subgrantee.</li> <li>Understand to ensure that the applicant is sufficiently monitoring the debris removal operation (FEMA's Grants Office).</li> <li>Conduct random monitoring at load sites and disposal sites to ensure compliance with grant requirements (FEMA's Grants Office).</li> <li>Notify subgrantee/subgrantee of compliance issues and initiate corrective actions (FEMA's Grants Office).</li> <li>Ensure that the monitoring efforts are necessary to ensure compliance with the laws and regulations are being followed.</li> </ul>
FEMA	For eligible work, responsible for the preparation of large project contracts, development of the scope of work and the obligation of funds. Responsible for monitoring the grant to ensure compliance with federal, state and local laws and regulations.	

## DEBRIS MONITORING

The specific program goals and objectives for initial debris removal are for FEMA to track the contractor both force account and contracted debris contracting operations. They are:

- Report issues to their direct supervisor which require action, (such as safety concerns, contractor non-compliance and equipment use)
- Availability of vehicles and fuel to transport the (frequency on a regular basis)
- Properly and accurately complete and physically control load tickets (in tower and field)
- Ensure the trucks are accurately loaded and unloaded
- Ensure that trucks are not overfilled/loaded, (ex. debris is wetted, debris is fluffed – not compacted)
- Validate suspension of fees, including being on time, on site, and on paper
- Ensure that hazardous wastes are recorded on loads
- Ensure that all debris is removed from trucks at Debris Management Sites (DMS)
- Report if improper equipment is obtained and used
- Report if contractor personnel safety standards are not followed
- Report if general public safety standards are not followed
- Report if completion schedules are not on target
- Ensure that only debris specified in the contract is collected (and which filled are tight or in tight)
- Ensure that force account labor and fee debris contractor work is within the assigned scope of work
- Monitor the development and maintenance of DMS
- Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes)
- Record the type and quantity of fuel used & dates of use (if any)
- Record the hours equipment was used, include downtime of each piece of equipment by day (Time & Materials contract)

Applications may request FEMA/State assistance w/ fuel/debris monitoring or incident reporting

Only FEMA has the authority to make eligibility decisions, and from the award of the eligibility determination, appropriate eligibility can be found in the Public Assistance Debris Management Guide FEMA 325, the Public Assistance Policy Update FEMA 325, the Public Assistance Applicant Handbook FEMA 374, and the Public Assistance Claims Manual 400.

## Monitoring Requirements by Type of Contract

Unlike other categories of work eligible for Public Assistance grants, initial debris removal projects are typically the most well defined scope of work, where precise quantities of debris are difficult to obtain. Therefore, contract documents which pay by debris volume or weight removed are typically implemented. Unit price contracts are typically used for monitoring to ensure accurate quantities of eligible debris removed and disposed. As load tickets are completed and accurate quantities are determined through monitoring, the scope of work for the project is established, verified and

## DEBRIS MONITORING

In some cases, time and materials contracts may be more cost effective and appropriate for the amount and type of debris work to be performed. For both time and materials and lump sum contracts, debris monitors must still document and quantify eligible debris amounts in order to determine reasonableness of costs.

The table below includes a breakdown of monitoring requirements by contract type.

Type of Contract	Project Work and Scope of Work	Subcontract Monitoring Required					Comments
		Crew Efficiency	Cost Eff.	Quality	Deposal Rate	Fraud	
Lump Sum	Defined debris quantities and reasonable costs. Estimate is based on contractor needs.		X		X		Quantities as a result required to determine reasonableness of costs.
Time and Materials	Fixed on eligible debris based on local debris based on actual project measurements of eligible debris based on local debris. Based on labor, equipment and materials records. Reasonable costs evaluated by determining costs per hour.	X	X	X	X	X	Typically used for cost estimation of work for debris removal, guidelines are still required to determine reasonable costs. Eligible costs are restricted to up to 72 hours.

### Monitoring Contracts

The request for proposal (RFP) for debris monitoring contracts should outline the qualifications of debris monitors. The qualifications should be appropriate for the individual responsibilities and duties listed above, and debris monitors should have experience working on construction sites and be familiar with safety regulations. It is not necessary to hire professional engineering or third party verification firms. Debris monitors primarily should have the ability to estimate debris quantities, differentiate between debris types, properly fill out local tickets, and follow all site safety requirements.

The RFP should also outline possible locations to be monitored and reporting requirements for determining eligible debris quantities.

## DEBRIS MONITORING

Monitoring contracts are typically time and materials and must contain a not-to-exceed clause per the requirements of Part 15 of 49 CFR. The not-to-exceed should ensure the level of monitoring and oversight defined in the contract with the level of effort required to effectively monitor the debris removal and monitoring operation. In addition to the not-to-exceed clause, the not-to-exceed may also be a part of the monitoring project worksheet reasonable costs for the debris monitoring contractor to provide including oversight and data compilation as required by the terms of the contract. If cost for architectural and engineering were not provided should not be deemed. Additional information on costs that are eligible can be found in the Public Assistance Debris Management Study FEMA 329.

The monitoring contractor fees associated with compiling data, weekly costs involved by the debris removal contractor can be an eligible expense. Costs associated with attending meetings with FEMA and/or the Grantee and compiling documents including the production of project worksheets are funded through the administrative allowances as stated in 44 CFR, Part 206.222 and cannot be a direct charge to a Public Assistance grant.

## Reporting Requirements & Performance Measures

If FEMA is providing grant assistance for the applicant's monitoring contract, a description of reporting requirements on the site the contractor will be required to substantiate the eligible costs. This service must be adequate to demonstrate that sufficient measures were taken to ensure eligibility and a work product is being a general aspect of the grant. Applicants should require debris contractors to submit daily reports on load quantities, debris management site operations, and operational and safety issues in the field. Regular reporting helps to provide quality assurance and provides the applicant with a consistent accounting of operations in the field.

If a time and materials monitoring contract is used, the contractor will be required to supply labor, equipment and materials necessary to the contractor to monitor to substantiate the actual costs to the project worksheet.

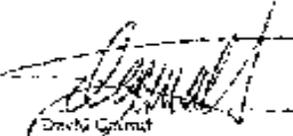
Costs associated with the utilization of a private contractor can help promote efficiency and effectiveness to the debris removal operation. In evaluating a contractor's performance, primary information in the program is the completion of the services called for and the financial status of the contractor. It is important that the contract provide for submission of reports and payment of the contractor's bill including the contractor's program.

Applicant debris monitoring or operations may include tracking performance measures used to assess the progress of debris removal operations in the field. Specific debris removal performance measures may include:

- Frequency of report card tracking
- Adherence to contract time schedules
- Adherence to contract cost schedules

## DEBRIS MONITORING

To be eligible for reimbursement under the Public Assistance Program, contractors for debris monitoring must meet rules for Federal grants, as provided for in 49 CFR Part 102.5. Debris monitoring (including monitoring of the construction site) shall be included in the debris monitoring application (along with other debris monitoring) to ensure the contractor is the applicable State and local laws and regulations, provided that they conform or applicable Federal laws and standards identified in Part 102.5.

  
David Gamm  
Acting Assistant Administrator  
Debris Assessment Directorate

5/8/07  
Date



FEMA

# RECOVERY DIVISION FACT SHEET

## DEBRIS REMOVAL APPLICANT'S CONTRACTING CHECKLIST

To be eligible for a grant award under the Public Assistance Program, contracts for debris removal must meet the Federal grant requirements for 44 CFR Part 13.35 (Attachment 1) (<http://www.fema.gov/prepare/44cfr1335>) (44bkm). Public Assistance applicants should comply with their own procurement procedures in accordance with applicable State and local laws and regulations, provided that they conform to applicable Federal laws and standards identified in Part 13. The following guidance is provided to assist Public Assistance applicants in the procurement process.

- Use competitive bidding procedures. Complete and document a cost analysis and demonstrate price reasonableness on any contract awarded in violation where adequate price competition is lacking as defined in 44 CFR 13.35(f).
- Provide a clear and definitive scope of work and monitoring requirements in the request for proposals/bids. Use acceptable emergency contracting procedures that include an expedited procurement process only if time is critical and use unusual procedures.
- Require bidders to provide copies of references, licenses, financial records, and proof of insurance and bonding.
- Obtain certification from legal representatives of your procurement process and any awarded to be awarded to ensure they are in compliance with all Federal, State and local requirements.
- Terminate performance and award contracts (provide an exit interview, bid request and tabulations, etc).
- Use local, local equipment concerned with a specialty (e.g., front loaders) where debris is picked up and the material picked up, stored, and then disposed of.

**FEMA will, when requested by applicants, assist in the review of debris removal contracts. However, such a review does not constitute approval.**



FEMA

RECOVERY DIVISION  
FACT SHEET

DEBRIS REMOVAL  
APPLICANT'S CONTRACTING CHECKLIST

All contracts must contain/reflect the following provisions:

- All payment provisions must be based on unit prices.
- No payment may be based on time and material costs unless limited to work performed during the first 90 hours of actual work following a disaster event.
- Unit payments will be made only for debris that FEMA determines eligible, referencing FEMA regulations and Public Assistance guides and fact sheets. (This is an optional provision to protect the applicant's cost recovery following a major disaster declaration.)
- An invoice provision requiring contractors to submit invoices regularly (no more than 30-day periods).
- A "Termination for Convenience" clause allowing contract termination at any time for any reason.
- A contract's term on the period of performance for the work to be done.
- A subcontract plan including a clear listing that in the process of the work the contractor may subcontract and limiting use of subcontractors to only those you approve.
- The provision that the contractor use mechanical equipment to load and reasonably compact debris into the truck bed or trailer.
- The requirement that the contractor provide a self-verifying environment including properly installed unloading devices.
- Option of a unit price for extracting from ground and removing FEMA-eligible stumps (only for stumps with diameters larger than 64 inches, measured 24 inches above the ground, and with 80% or more of the root ball exposed), or for the 60-yd stumps in the unit price.



FEMA

RECOVERY DIVISION

FACT SHEET

## DEBRIS REMOVAL APPLICANT'S CONTRACTING CHECKLIST

All contracts must contain/reflect the following provisions:

- Require that all contract amendments and modifications be in writing.
- Require that contract to obtain adequate payment and performance bonds and insurance coverage.
- The contract shall specify the number of months and quantity of time to complete scope of work as defined by a schedule of work, typical haul distances, and size of waste for which the contract may be activated.
- You may request bids for multiple contracts for varying sizes of work.
- To ensure reasonable debris removal costs, award post-disaster debris removal contracts based on volume of waste (volume or weight) or time and material.
- If the contract is awarded on a time and material basis, it should be limited to no more than 70 hours of actual clearance and removal operations.
- After the initial 70-hour period, payment should be on a unit price basis (volume or weight).



FEMA

RECOVERY DIVISION

FACT SHEET

# DEBRIS REMOVAL

## APPLICANT'S CONTRACTING CHECKLIST

- DO NOT** Award a debris removal contract on a sole source basis.
- DO NOT** Sign a contract (including a printed type contract) until it has been thoroughly reviewed by your legal representative.
- DO NOT** Allow any contractor to complete a single piece of work, unless only FEMA has that authority.
- DO NOT** Assign any contractor's claim that it is "FEMA certified." FEMA does not certify, recommend, or recommend debris contractors.
- DO NOT** Award a contract to develop and manage debris processing sites unless you determine necessary, and have contact of the State for technical assistance concerning the need for such operations. Many debris management situations are not always necessary.
- DO NOT** Allow separate line item payment for strings 20 inches and smaller in diameter; these should be treated as normal debris.
- DO NOT** "Digback" or utilize a contract awarded by another entity. Digging may be legal under applicable state law; however, the use of such a contract may jeopardize FEMA's funding.
- DO NOT** Award per diem covered by contracts with mobilization costs or non-costs that are significantly higher than what they would be if the contract were awarded per diem. Such contracts should have variable mobilization costs depending upon the size of the debris event that may be anticipated.

## ATTACHMENT 9

### Sample Debris Load Ticket

<b>LOAD TICKET</b>	
TICKET NUMBER:	00001
CONTRACT NUMBER:	
PRIME CONTRACTOR'S NAME:	
DATE:	
DEBRIS QUANTITY:	
DEBRIS QUANTITY:	
Truck No:	Capacity (CY):
Load Size:	Cubic Yards Tons
Truck Driver:	
DEBRIS CLASSIFICATION	
Non-Combustible	
Mixed	
Other	
LOCATION	
Zone/Station	Dumpsite
	Time                      Contract Men. or
Loading	
Dumping	

**ATTACHMENT 10**

**Sample Right of Entry Agreement**

I/We \_\_\_\_\_, the owner(s) of the property commonly identified as \_\_\_\_\_ (street) \_\_\_\_\_ (City/Town) \_\_\_\_\_ County \_\_\_\_\_, State of \_\_ do hereby grant and give freely and without coercion, the right of access and entry to said property in the County/City of \_\_\_\_\_, its Agencies, contractors, and subcontractors thereof, for the purpose of removing and clearing any Or all flood-generated debris of whatever nature from the above described property. It is fully understood that this permit is not an obligation to perform debris clearance. The undersigned Agrees and warrants to hold harmless the City/County of \_\_\_\_\_, State of \_\_\_\_\_, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any flood damaged sewer lines, water lines, and other utility lines located on the described property.

I/We (have \_\_, have not \_\_) (will \_\_, will not \_\_) received any compensation for debris removal from any other source including SBA, ASCS, private insurance, individual and family grant program or any other public assistance program. I will report for this property any insurance settlements to me or my family for debris removal that has been performed at government expense. For the considerations and purposes set forth herein, I set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Witness Owner

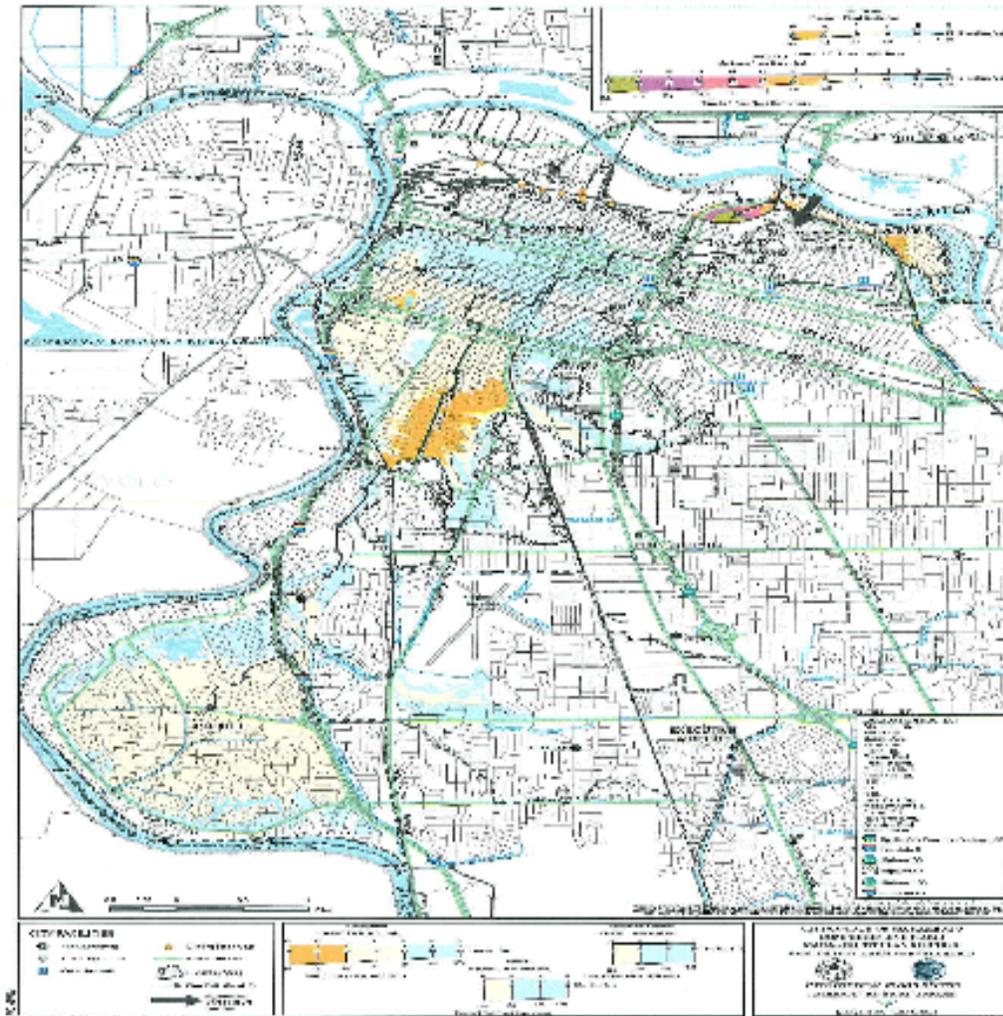
\_\_\_\_\_

Owner

\_\_\_\_\_

Telephone Number and Address

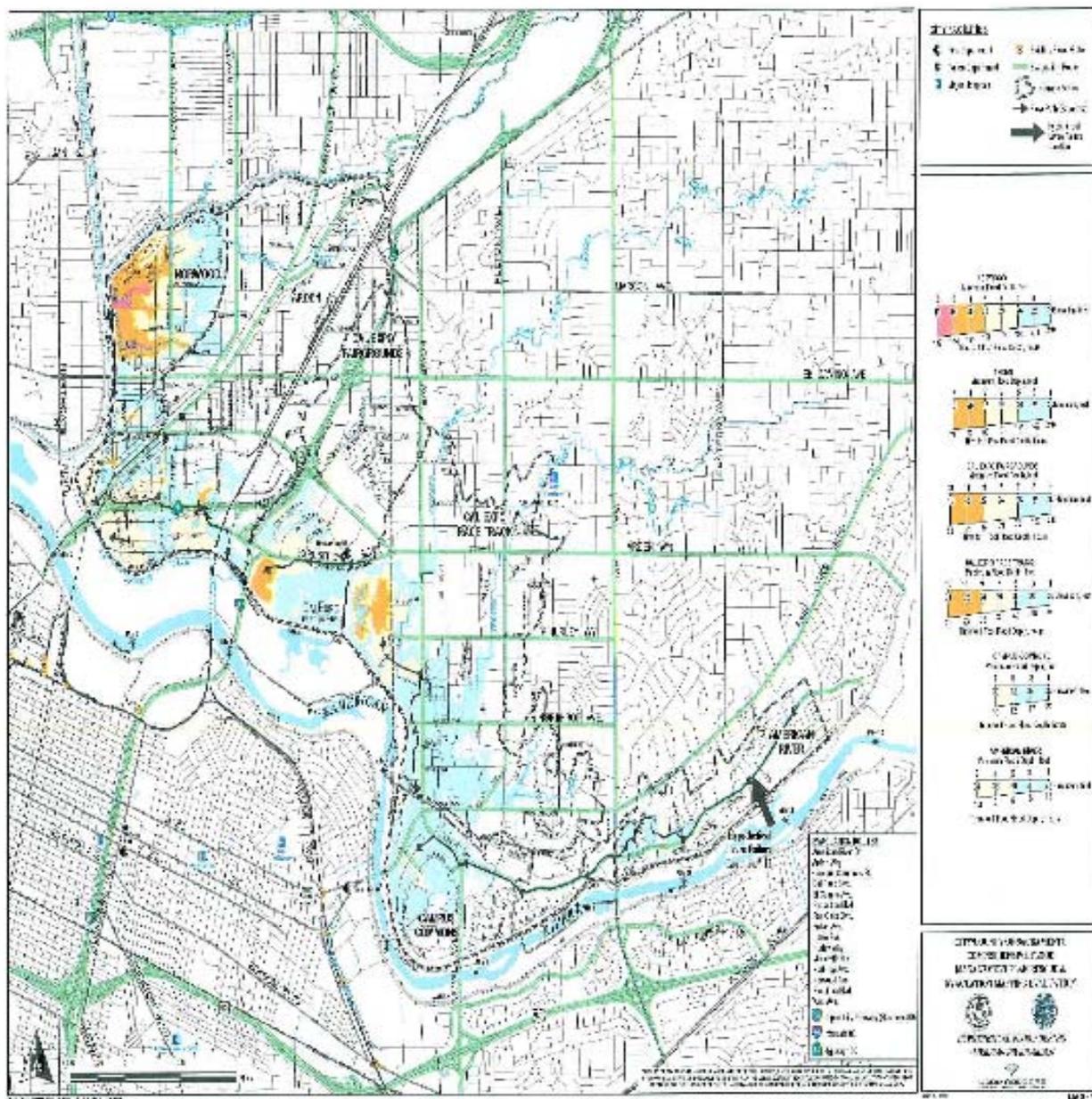
ATTACHMENT 17-9



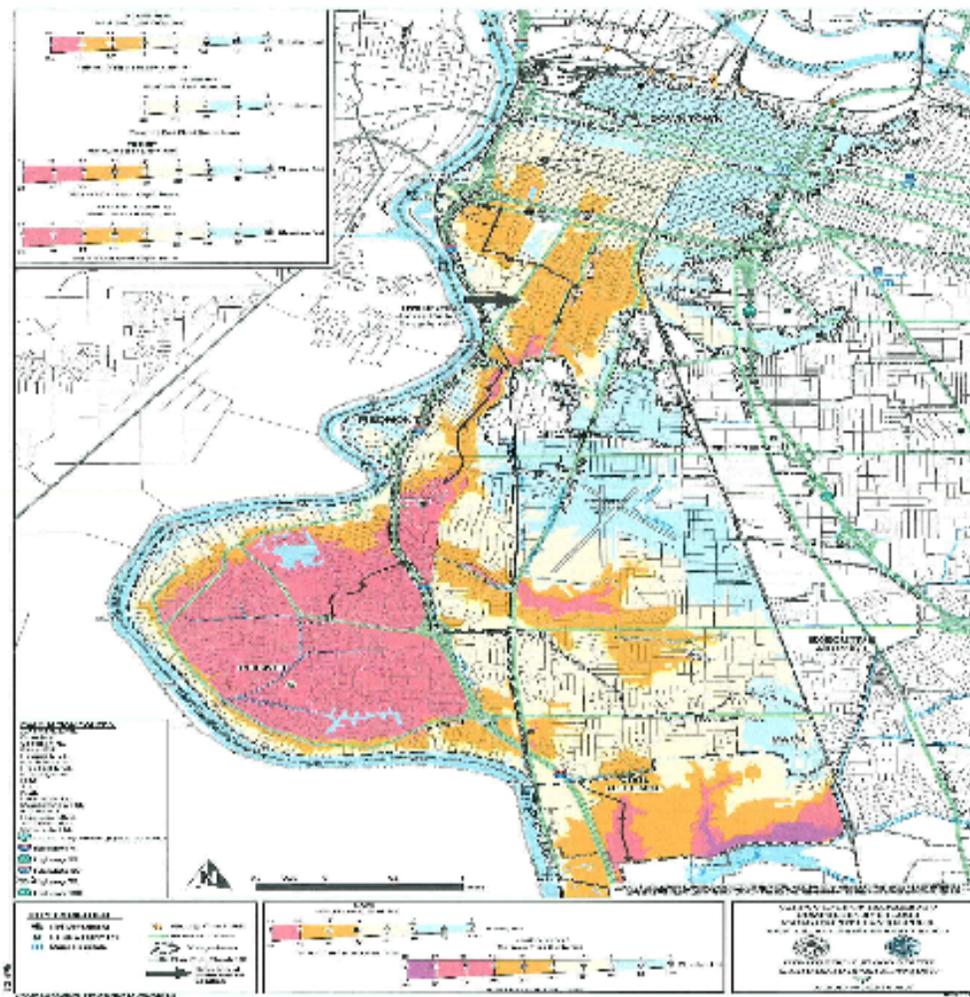




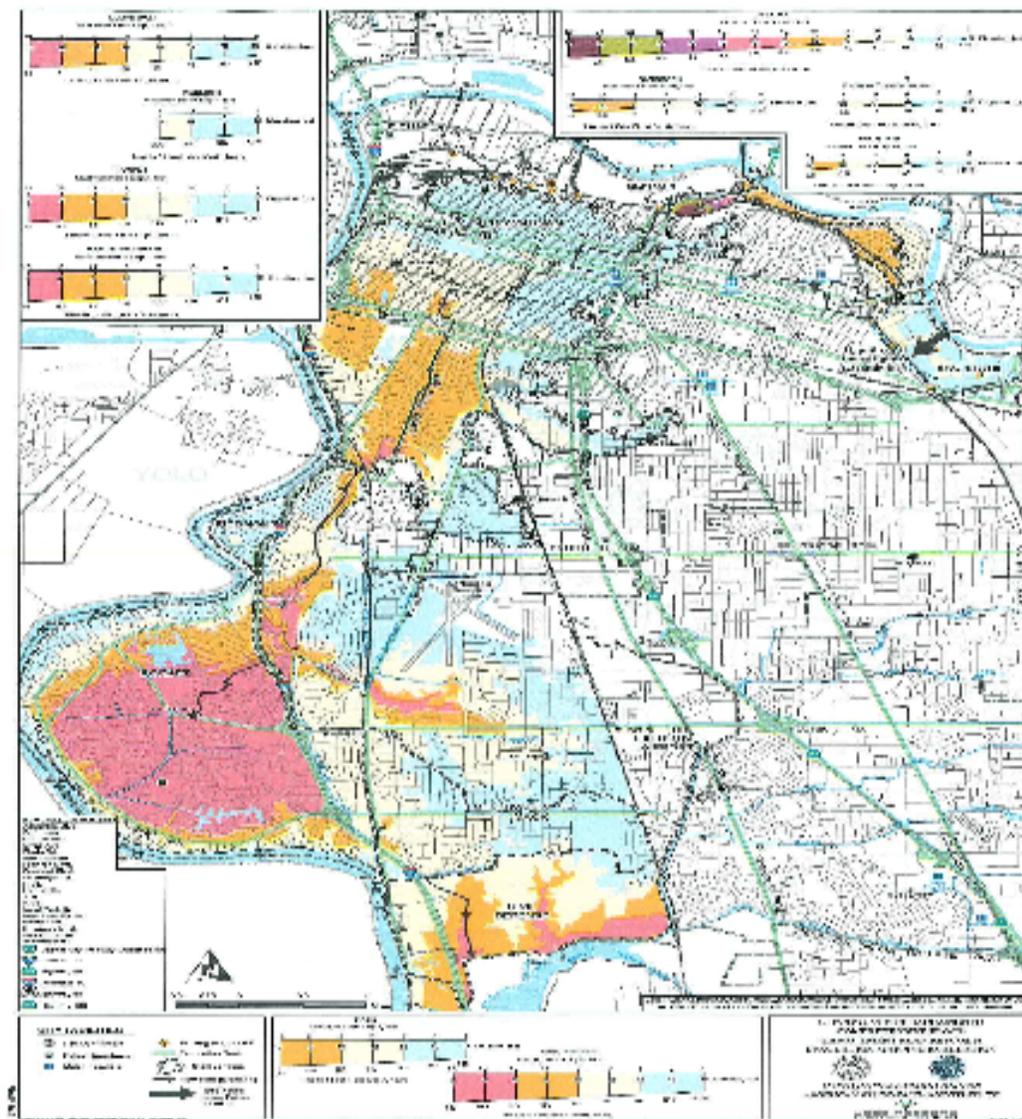
# ATTACHMENT 17-12



ATTACHMENT 17-13

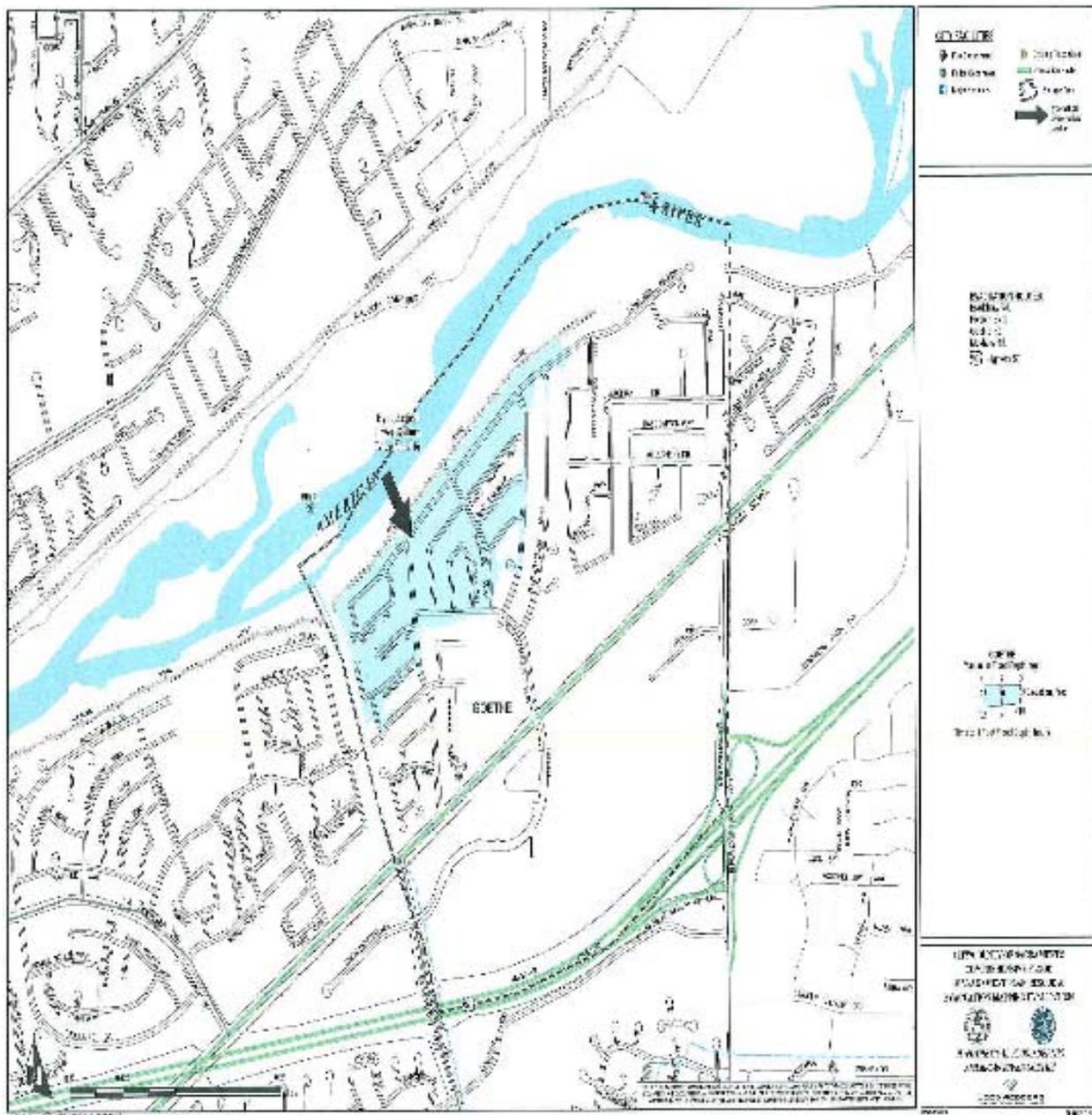


ATTACHMENT 17-14

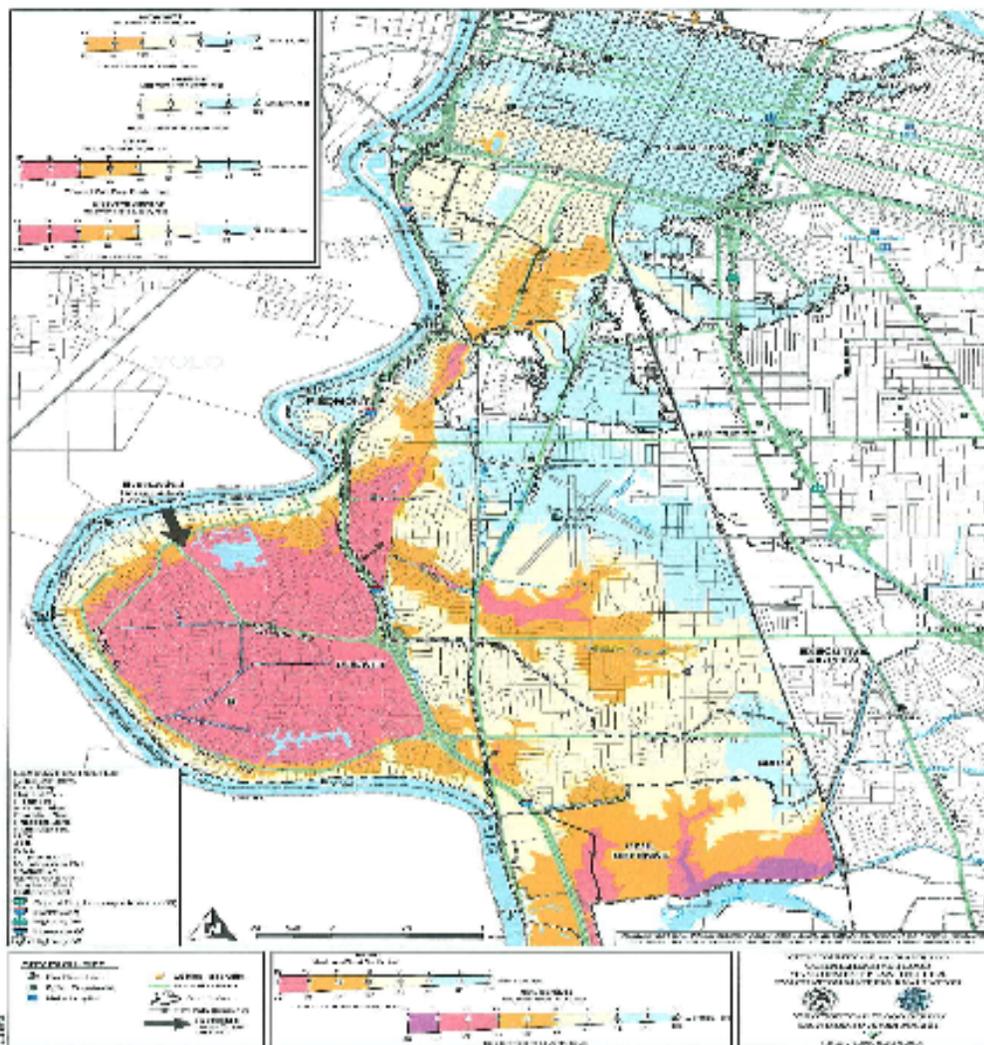




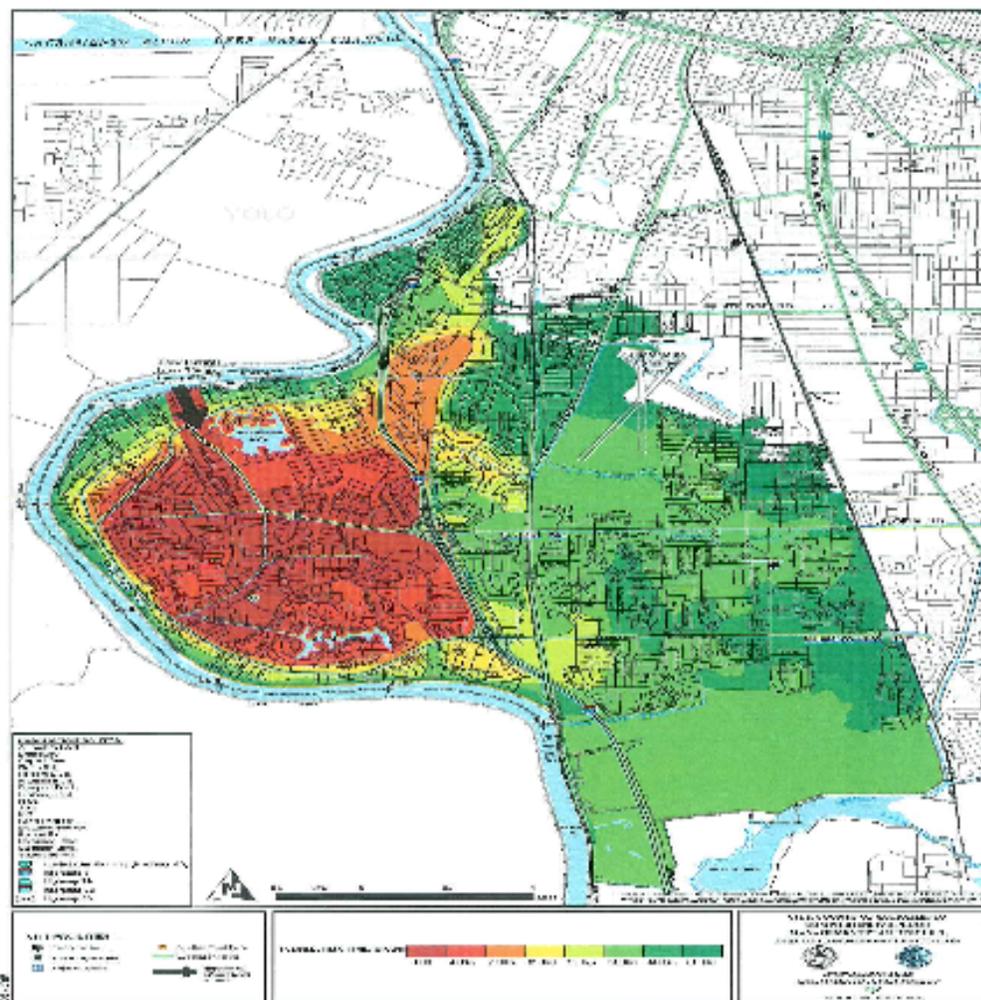
# ATTACHMENT 17-16



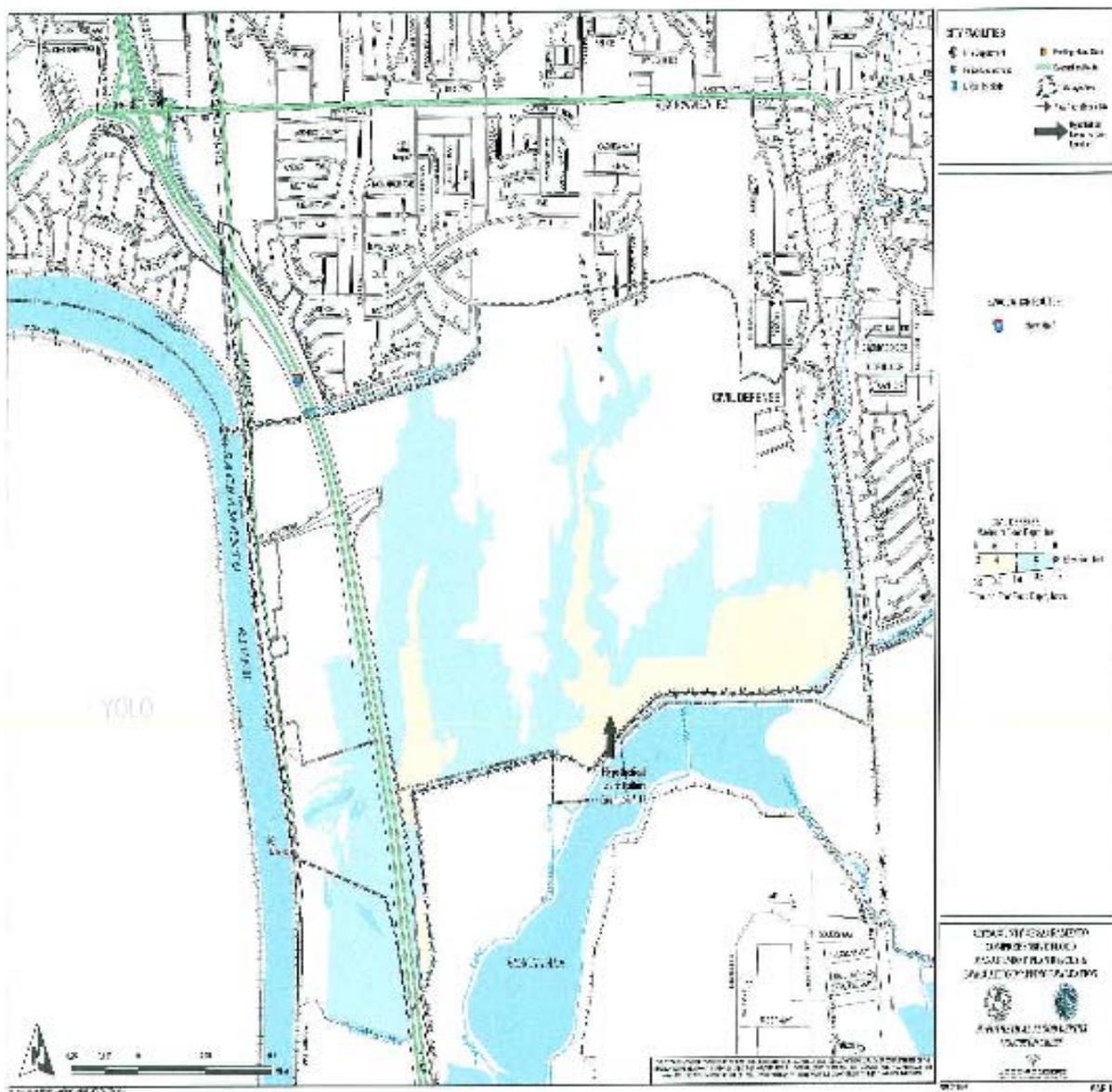
ATTACHMENT 17-17



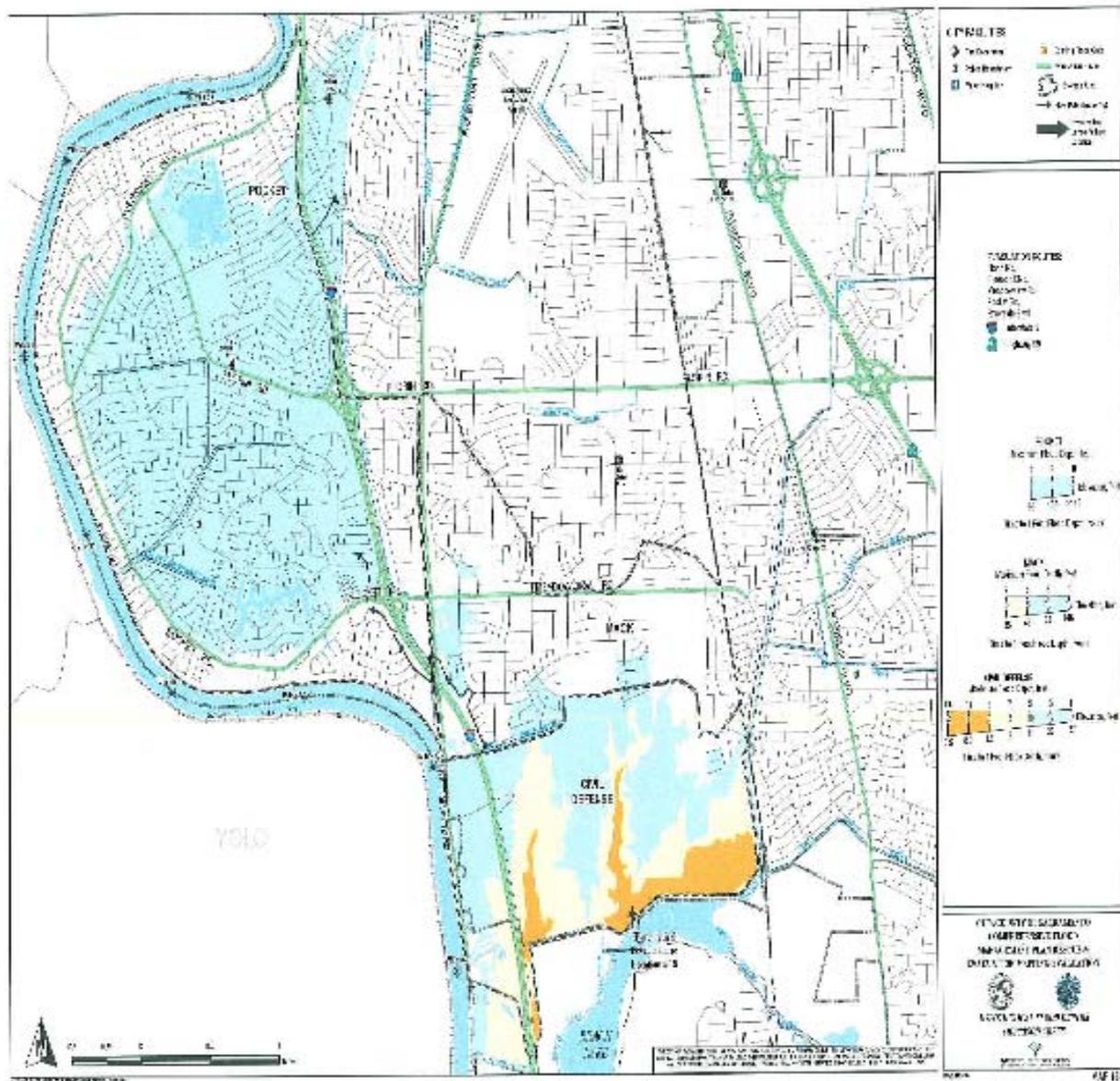
ATTACHMENT 17-18



# ATTACHMENT 17-19



ATTACHMENT 17-20



### **3. Estimating Flood Debris using visual method:**

Visual estimation method was identified as a useful tool in estimating debris piles when the flood damage is not uniform throughout the affected area. The following describes the steps involved in using this method. There are many things to consider when estimating debris:

- First consideration: type of debris, for example:
  - vegetative
  - construction and demolition
  - mobile homes
  - a mix of different things
- Necessary equipment needed:
  - Digital (preferred) or Polaroid camera
  - 100-foot tape or roll-off wheel
  - Calculator, notepad, sketchpad
  - Maps of area
  - Aerial photographs (preferably before and after the disaster)
  - Dedicated vehicle and mobile communications
- Debris estimating can be expedited by dividing the community into sectors based on any of the following:
  - Type of debris: woody, mixed or construction material
  - Location of debris: residential, commercial, or industrial
  - Land use: Downtown, Office, Residential Mix, Residential, Industrial, or Commercial

Once the area is defined, it is important to be consistent with the system and keep detailed notes on how, where and what method will be used for estimates.

These notes must be well documented and maintained for future reference. For Presidentially declared disasters, the information will be incorporated on the Project Worksheet.

### **Debris Estimating Formulas:**

Following formulas are useful in estimating debris volume using visual method.

One-storey building formula:

- $\frac{L' \times W' \times H'}{27} = \text{CY} \times .33 = \text{CY}$

One-story house formula:

- $\frac{L' \times W' \times 8'}{27 \text{ per cy}} = \text{cubic yards} \times 0.33 = \text{cubic yards of debris}$

Mobile homes formula:

- $\frac{L' \times W' \times H'}{27} = \text{CY}$

Length=L, Width=W, and Height=H. All measurements are in "feet".

Typical quantities for mobile homes:

- Single wide mobile home = 290 CY of debris
- Double wide mobile home = 415 CY of debris

When performing debris estimates using the above mentioned formula, it is essential to treat debris pile as a cube not a cone for better accuracy. Use of aerial photographs in combination with ground measurements will help determine if there are any voids in the middle of large debris piles.

### **Estimating personal property**

The amount of personal property (as debris) from average flooded residence *without a basement* is approximately 25-30 CY.

The amount of personal property (as debris) from average flooded residence *with a basement* is approx. 45-50 CY.

These values are for a single story home (please note the height used in the formula is 8 feet).

### **Estimating Vegetative Debris:**

Vegetative debris from residential area can be estimated using the following Table:

**Table 3. Vegetative debris estimation**

Vegetative Cover Multiplier (Yard Waste)				
Typical House	None	Light (1.1)	Medium (1.3)	Heavy (1.5)
1000 sq ft	98 cy	107 cy	127 cy	147 cy
1200 sq ft	118 cy	129 cy	153 cy	177 cy
1400 sq ft	137 cy	150 cy	178 cy	205 cy
1600 sq ft	155 cy	170 cy	201 cy	232 cy
1800 sq ft	175 cy	192 cy	228 cy	263 cy
2000 sq ft	195 cy	215 cy	254 cy	293 cy
2200 sq ft	215 cy	237 cy	280 cy	323 cy
2400 sq ft	235 cy	259 cy	306 cy	353 cy
2600 sq ft	255 cy	280 cy	332 cy	383 cy

Vegetative cover multiplier is a subjective term and is based on the visual estimation of the density of vegetation in affected area. A new home could be considered to have had little or no vegetative cover, for instance.

- 15 trees 8 inches in diameter = 40 cy (average)
- Root system (8'-10' diameter) = may require one flat bed trailer to move
- Yard vegetation = 300 lbs/cubic yard or cubic yard X 0.15 = Tons
- Mulch = 500 lbs/cubic yard or cubic yard X 0.25 = Tons

Debris estimating worksheets are developed using above mentioned formulas to calculate debris volume and estimated removal time. Please see ATTACHMENT 3.

**4. Estimating Flood Debris using HAZUS-MH:**

The HAZUS-MH uses state-of-the-art Geographic Information Systems (GIS) software to map and display hazard data and the results of damage and economic loss estimates for buildings and infrastructure. The HAZUS flood model will estimate debris from building finishes and structural components and does not address building contents, vegetation or sediment. The debris model will determine the expected amounts of debris generated at the census block, tract, and County or State level. The HAZUS model debris estimation methodology is based on a simplified engineering analysis to identify building components requiring replacement at various depths of water and to estimate their weight. For structures suffering substantial damage, the debris model assumes that the building will be demolished with no salvage, including the foundation.

The HAZUS-MH model permits three levels of analysis:

Level 1: This is the simplest type of analysis requiring minimum effort by the user as it is based mostly on input provided with the methodology (e.g. census information, broad regional patterns of flood plain code adoption, etc.).

Level 2: This analysis is intended to improve the results from level 1 by user supplied hazard data pre-processed in the Flood Information Tool (FIT) and Digital Elevation Model (DEM).

Level 3: This analysis require extensive efforts by the user in developing information on the flood hazard and measure of exposure using advanced Hydraulic models outside of the flood model and the FIT.

For the purpose of this Debris Annex, a sample analysis at level 1 was conducted to illustrate the use of the HAZUS model in estimating flood debris at a Census tract level. The analysis was conducted for forecasting and estimating debris generated using hazard data supplied by the HAZUS model at level 1. ATTACHMENT 4 illustrates the impacted area.

### **HAZUS-MH Sample results on Debris Generation:**

The HAZUS model estimated approx 2163 buildings in the sample region with a population of approx 5600 people. The sample analysis was conducted for the debris generation from single family residential structures based on the data provided by the HAZUS-MH model at level 1. The sample analysis estimated approx 1199 tons of debris from the residential structures using a flood hazard forecasting model at level 1. Similar analysis can be conducted for various structure types (Commercial, educational, governmental facilities, utilities, etc.) for different flood hazard areas. During an actual flood disaster event, the HAZUS-MH model could be use to estimate debris quantity using the actual flood parameters for the flood impacted area. Following tables illustrates various components of the sample analysis using HAZUS-MH flood model.

**Table 4. General description of the region reported by the HAZUS-MH flood model sample analysis.**

<p>General Description of the Region</p> <p>HAZUS is a regional multi-hazard loss estimation model that was developed by the Federal Emergency Management Agency (FEMA) and the National Institute of Building Sciences (NIBS). The primary purpose of HAZUS is to provide a methodology and software application to develop multi-hazard losses at regional scale. These loss estimates would be used primarily by local, state and regional officials to plan and stimulate efforts to reduce risks from multi-hazards and to prepare for emergency response and recovery.</p> <p>The flood loss estimates provided in this report were based on a region that included 1 county (ies) from the following state(s):</p> <ul style="list-style-type: none"><li>- California</li></ul> <p>Note: Appendix A contains a complete listing of the counties contained in the region.</p> <p>The geographical size of the region is 2 square miles and contains 77 census blocks. There are over 3 thousand households in the region and has a total population of 5,600 people (2000 Census Bureau data). The distribution of population by State and County for the study region is provided in Appendix B.</p> <p>There are an estimated 2,163 buildings in the region with a total building replacement value (excluding contents) of 772 million dollars (2006 dollars). Approximately 90.71% of the building (and 76.75% of the building value) are associated with residential housing.</p>
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**Table 5. Debris generation reported by the HAZUS-MH flood model sample analysis.**

<p>Induced Flood Damage</p> <p><b>Debris Generation</b></p> <p>HAZUS estimates the amount of debris that will be generated by the flood. The model breaks debris into three general categories: 1) Finishes (dry wall, insulation, etc.) 2) Structural (wood, brick, etc.) 3) Foundations (concrete slab, concrete block, rebar, etc.) This distinction is made because of the different types of material handling equipment required to handle the debris.</p> <p>The model estimates that a total of 1,199 tons of debris will be generated. Of the total amount, Finishes comprises 99% of the total, Structure comprise 1% of the total. If the debris tonnage is converted into an estimated number of truckloads, it will require 48 truckloads (225 tons/truck) to remove the debris generated by the flood.</p>
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**Table 6. General Building Stock estimated by the HAZUS-MH flood model for the sample analysis.**

Building Inventory

**General Building Stock**

HAZUS estimates that there are 2,163 buildings in the region which have an aggregate total replacement value of 772million (2006 dollars). Table 1 and Table 2 present the relative distribution of the value with respect to the general occupancies by Study Region and Scenario respectively. Appendix B provides a general distribution of the building value by State and County.

**Table 1  
Building Exposure by Occupancy Type for the Study Region**

<b>Occupancy</b>	<b>Exposure</b>	<b>Percent of Total</b>
Residential	592,856	76.8%
Commercial	151,122	19.6%
Industrial	10,176	1.3%
Agricultural	1,425	0.2%
Religion	6,251	0.8%
Government	1,679	0.2%
Education	8,930	1.2%
<b>Total</b>	<b>772,439</b>	<b>100.00%</b>

**Table 2  
Building Exposure by Occupancy Type for the Scenario**

<b>Occupancy</b>	<b>Exposure (\$1000)</b>	<b>Percent of Total</b>
Residential	239,348	81.1%
Commercial	48,206	16.3%
Industrial	1,830	0.6%
Agricultural	927	0.3%
Religion	1,875	0.6%
Government	1,679	0.6%
Education	1,231	0.4%
<b>Total</b>	<b>295,096</b>	<b>100.00%</b>

## **SECTION 3 DEBRIS COLLECTION PLAN**

### **CONCEPT OF OPERATIONS**

#### **Identification of Debris**

Flooding debris is the most likely form disaster debris will take in the City of Sacramento. To assist in assessing this type of debris, and what is likely to be encountered, please first review Section 2 of this Plan.

#### **Prioritizing Activities**

To effectively respond to a debris-generating event, it is important to prioritize the activities to be performed. During a debris generating disaster, Solid Waste Services will be challenged to maintain the regular waste collection services to the areas not affected by the disaster while mobilizing resources to respond to the disaster debris management needs. To stay organized with these dual responsibilities, Solid Waste Services will establish two parallel organizations:

1. Emergency Operations (Debris Management Center)
2. Normal Operations

#### **1. Emergency Operations (DMC):**

The DMC organization structure and responsibilities are discussed in detail in Section 1 of this plan. The DMC will be focused on running the disaster debris management operations during a disaster event. The staff resources assigned to the DMC allows to maintain Normal Operations during disaster event.

#### **2. Normal Operations (NO):**

The Normal Operations organization will focus on regular residential curbside services to the extent collection routes are accessible. To free the resources during a disaster event, the following normal operations may be suspended for the duration of the disaster debris management activities:

- Appointment Based Neighborhood Cleanups (ABNCU)

- External Relations activities for the City of Sacramento Regional Solid Waste Authority (SWA), Solid Waste Advisory Committee (SWAC), legislative and Environmental Impact Report (EIR) review
- Regular HHW services and hours
- Disposal contracts
- Personnel actions
- Permit compliance reporting (if granted by regulations)

In areas designated as a part of the Disaster Debris Management areas, normal operations will be suspended and collection will occur by the Emergency Operations staff under DMC's direction. The Lead staff will be responsible for delivering normal services in the event when his/her immediate supervisor is assigned to the Emergency Operations through the DMC.

### **Initial Response**

The Initial Response activities are performed in the early days of the event and are limited to the clearance of debris that hinders immediate life-saving actions and poses an immediate to public health and safety.

The primary activity performed in the Initial Response includes clearance of debris from roadways to the shoulders or curbs to allow:

- Movement of emergency vehicles: fire trucks, ambulances
- Better movement of law enforcement agencies into the affected areas
- Resumption of critical services: power, water, and telephone
- Damage assessment of critical public facilities and utilities in order to begin emergency repairs

Clearance priorities are established to address the most critical situations in the following order:

First Priority Clearance is for critical facilities that are pre-identified as having a potential for disruption of life-saving services Second Priority Clearance is for restoration of critical community and health and safety services. The City of Sacramento Department of Transportation (DOT) will take the lead in prioritization and execution of roadway clearance. The DMC will, in close coordination with the DOT and public utilities, prioritize and execute debris collection and disposal.

## **Preliminary Damage Assessment**

The Preliminary Damage Assessment (PDA) is a process used to determine the impact and magnitude of a disaster's damage on individuals, families, businesses, and public property. It is then the responsibility of the Governor to use the information gathered by state and local officials during the PDA process to determine if federal assistance should be requested. Local government is the first to respond to a disaster. Response efforts are first directed to activities that protect lives, public health and safety, such as evacuations and sheltering, fire fighting, utility restoration and clearing roads of debris. Damage assessment should be conducted to identify necessary life-saving actions, assess magnitude of the damage and determine if additional resources are needed. When a disaster occurs and a locality has responded to the best of its ability but is overwhelmed by the magnitude of the damage it turns to the State for help.

## **Recovery**

Recovery activities include removing and disposing of debris that hinders the orderly recovery of the community and poses less immediate threats to health and safety.

During Recovery, activities have expanded to the general removal of debris that poses an immediate threat to public health and safety, including:

- Removal from rights-of-way and public property
- Hauling to the Temporary Debris Collection Management Sites
- Hauling to disposal facilities
- Removal from private property, if that has been approved. (Note that for Presidential disaster declarations, FEMA has very specific guidelines to be followed relative to public agency removal of debris from private property)

## **Recycling/reduction activities:**

Additional actions to be considered during recovery activities include:

Coordination with local, state, and federal agencies.

- Conducting daily update briefings to ensure information is correct and timely.

- Implementing a good curbside debris separation program—it will save time and reduce disposal cost.
- Implementing traffic control procedures. If there is a significant amount of debris, moving truckloads of debris through the rest of the response and recovery traffic, and local residential traffic can become a large logistics issue.

### **Debris Management Center Activation**

The City EOC Director or his/her designated representative in conjunction with the DMC will determine the extent of damage and resulting debris and issue appropriate directives to implement this annex.

The City will provide a list of key points of contact for debris management in its master emergency contact list. The size and composition of the DMC organized to manage debris clearance, removal, and disposal issues will depend on the magnitude and type of the disaster.

### **Debris Collection Methods**

The DMC will coordinate debris removal, recycling, and disposal operations for all unincorporated portions of the City of Sacramento.

As identified above, the Sacramento Solid Waste services intend to continue providing normal waste collection services to the residents while responding to the disaster debris management needs through the in-house staff. During a large scale disaster, the City will have to rely on private haulers for collection. The Sacramento Regional Solid Waste Management Authority (SWA) administers the commercial solid waste franchise system. SWA franchised haulers are potential contractors for disaster debris collection services. A list of the SWA franchise haulers is provided in ATTACHMENT 5. Additionally, the SWA authorized recyclers (ATTACHMENT 5) and other solid waste, recycling, landscaping, and transportation service providers from the region may assist with disaster debris removal needs.

Based on the type, magnitude and spread of the disaster, the DMC will define various Debris Zones to facilitate debris removal operations through contract haulers.

The contract haulers may be assigned a single or multiple Debris Zones or awarded a collection contract for a particular type of debris material (e.g. vegetative debris) as determined by the DMC.

This Debris Management Plan assumes the debris collection contracts will be executed between the City and private haulers and the contract payments may initially come from the City funding sources and later on reimbursed by the City, County, State and/or Federal sources. The DOU, Solid Waste Service, through the DMC, will manage private contract invoicing process.

The City aims for curbside collection but may also implement debris collection using temporary roll-off bins. To insure reliable services, the DMC will scope the debris collection needs from various Debris Zones and determine the frequency of collection by the debris contractors. The debris contractors will collect and haul debris from their assigned Debris Zones through monitored route points to the DMC designated temporary debris storage sites or to designated disposal sites.

The DMC will provide support with specialized equipment and operators as needed. The DMC will coordinate with the EOC and other County/City department for the collection of eligible industrial or commercial hazardous waste resulting from the disaster. The DMC staff will coordinate with the utility agencies and private companies for the removal of all utility related debris such as, power transformers, utility poles, cable, and other utility company material.

### **Contracting Procedures for Debris Management**

Contracting for labor and equipment may be necessary if the magnitude of the disaster and the resultant debris is beyond the capabilities of local force account resources, state resources, mutual aid agreements, and volunteer labor and equipment. Section 5 of this plan had detailed information on contracting procedures for debris management services.

The following are general requirements to be carefully considered and included in debris-related bid documents and contracts:

- Use competitive bidding. Identify criteria for the work, including criteria for responding – time, scope of response, and the time required in between the awarding of the work and mobilizing to initiate the work.
- The scope of work must be well-defined and each intended task specifically addressed. It must be comprehensive and concise with specific language for each task.
- Contractor's compensation method must be well defined and may include record keeping and tracking elements (such as load tickets, debris origin, etc.) necessary to facilitate FEMA reimbursement process and regulatory compliance.

**Contract Types Debris Collection and Removal** – Generally there are two types of contracts that local governments frequently uses for recovery operations associated with long-term debris collection and removal; (1) Unit price contract, and (2) Lump Sum contracts.

Unit Price Contracts are based on weights (tons) or volume (cubic yards) of debris hauled, and should be used when the scope-of-work is not well defined. They require close monitoring of pick-up, hauling, and dumping to ensure that quantities are accurate. Unit price contracts may be complicated by the need to segregate debris for recycling and disposal.

Lump Sum Contracts establish the total contract price using a one-item bid from the contractor. They should be used only when the scope of work is clearly defined, with areas of work and quantities of material clearly identified. Lumpsum contracts can be defined in one of two ways: area method, where the scope of work is based on a one-time clearance of a specified area; and pass method, where the scope of work is based on a certain number of passes through a specified area, such as a given distance along a right-of-way.

ATTACHMENT 6 includes a sample of unit price contracts.

**Equipment Lease** - During the response and recovery phase of emergency, local governments may need to lease equipment for debris clearance. FEMA has developed cost codes that establish the reasonableness of the costs associated with equipment rentals. In order to qualify for reimbursement, it is essential that local governments limit the equipment lease costs to a reasonable level to qualify for FEMA reimbursement.

**Time and Material Contracts** - Local governments can enter into a time and material contract for debris removal services. Just as in equipment leasing, FEMA has established requirements for these types of contractual services to qualify for reimbursement.

The City has developed a sample contract for disaster debris collection services that can be adapted to various types of contracts discussed above. Please see ATTACHMENT 7.

**Documentation** – This is a critical component in support of contractor invoices and in justifying FEMA's reimbursement policy. Load ticket disposition and debris monitoring activities are the major tools that the County must employ in order to adequately document debris management activities for FEMA reimbursement. Required documentation includes the source of the material, the weight or volume of the material, the disposal cost, and salvage value remitted to the local government (ATTACHMENT 8). As per FEMA recommendation, the contract documents;

- Need to be auditable, lack of proper documentation can jeopardize or delay State and/or Federal funding.
- Should Include a clause for termination for convenience - this will provide the community with option to cancel the contract for any reason.
- Should define a reasonable period of performance.
- Should be based the contract on an estimate of debris removal services prepared by the DMC staff.

**Summary:**

- Ensure the process is fully documented, including bid advertisement, responses, contract award, etc., in order to meet local, state and/or federal procurement requirements.
- Ensure the costs are reasonable and include a justification of costs.
- Ensure the debris activities are well-monitored and the process of monitoring is documented.
- Ensure that all activities included in the contract are required for debris removal and are eligible for reimbursement.
- Ensure that load tickets are used to document the volume of debris transported by both the contractor and force account vehicles.

**Contractor Debris Removal Operations for the City of Sacramento**

The DMC Service Contract Coordinator or his/her representative will be in contact with potential debris contractors to initiate service procurement process to remove and lawfully dispose of all natural disaster-generated debris, excepting household, industrial or commercial hazardous waste.

The debris removal will be limited to City streets, roads, and other public rights of-way based on the extent of the disaster. Debris removal will be limited to disaster related material placed at or immediately adjacent to the edge of the rights-of-way by residents within designated areas.

The Contractor, upon Notice to Proceed, will mobilize such personnel and equipment as necessary to conduct all debris removal and disposal operations as required by the Debris Removal and Disposal Contract.

The intent of this debris management plan is to pursue recycling of disaster debris as the first option for final disposition of all material. Limitations on recycling may arise due to limits on outlets to accept and/or process debris, or cost limitations if recycling options exceed the cost of disposal, to the extent that recycling becomes cost-prohibitive.

Contracted haulers will pick up garbage according to the procedures, routes, and removal schedules defined by the DMC. The DMC Hazardous Materials Coordinator will identify household hazardous waste (HHW) collection procedure and drop-off locations according to the debris collection zones. Based on the contract scope of work, the collection contractors may need to separate HHW at the curb and not haul it to a debris storage or disposal site. Residents will be encouraged to separate HHW at the curb and informed not to self haul it at the regular drop off sites as they might be temporarily suspended during the disaster.

A listing of all DMC designated Debris Management sites will be provided to the Contractor at the onset of debris management operations. Separate Debris Management sites will be established for mixed debris if necessary. When feasible, these sites will be centrally located to handle construction and demolition (C&D) material. These C&D Debris Management sites will be used to expedite the removal of mixed and C&D material from rights-of-way within the portions of the City.

All contractor operations will be subject to review by the DMC staff or designee. The Contractor will make multiple, scheduled passes of each site, location, or area impacted by the disaster according to assigned Debris Zones. This manner of debris removal will allow residents to return to their properties and bring all debris to the edge of the rights-of-way adjacent to their property. The number and schedule of passes shall be as directed by the DMC. Sufficient time shall be scheduled between subsequent passes to accommodate reasonable recovery by residents. Schedules will be provided to the PIO for publication and notification by the news media and other public information outlets.

**Load Ticket:**

All vehicles hauling debris to the DMC designated debris sites will be certified and obtain a load ticket (ATTACHMENT 9) for each load of debris hauled. The contractors scale ticket/load tickets will be turned into their supervisor at the end of each day. The supervisor will forward the scale tickets daily to the DMC. The scale tickets/load tickets will be the verification documentation for contractor payment and FEMA documentation for reimbursement.

Other jurisdictions may be allowed to use these sites upon approval of the DMC. A valid (supplied by the DMC) load ticket must accompany all material delivered to a Debris Management site by the contractors.

The DMC Debris Collection Coordinator will appoint field staff to monitor contractors work at the loading sites within their designated Debris Zones to ensure that the debris being picked up is eligible under the terms of the contract. Similarly, the DMC Debris Facilities Coordinator will appoint staff at the Debris Management sites for the purpose of verifying the quantity of material being hauled by the Disaster Debris Removal and Disposal Contractor through the use of load tickets.

The Contractor invoices will accompany copies of the completed load tickets in order to get paid by the County under the debris collection contract. The DOU-Solid Waste will provide pre numbered load tickets to all contractors. The following is the disposition of each part of the 5-part Load Ticket form:

Part 1 – (White) DMC field staff designated by the Debris Collection Coordinator

Part 2 – (Green) DMC facility staff designated by the Debris Disposal Coordinator

Part 3 – (Canary) Representatives from other jurisdictions, if applicable

Part 4 – (Pink) Prime Contractor

Part 5 – (Gold) Subcontractor/Driver

The DMC field staff will retain Part 1 (White) and the DMC facility staff will retain Part 2 (Green). Part 1 and Part 2 will be turned in daily to the DMC. Part 3 (Canary) will be given to other jurisdictions (if applicable) by the DMC field staff. Part 4 (Pink) will be given to the Prime Contractor and Part 5 (Gold) to the sub contractor or the truck driver. Payment for hauling debris will only be approved when contractor's invoice accompany Part 4 (Pink) of the load tickets.

All material deposited at the Temporary Debris Storage (TDS) facilities will eventually be processed on-site for recycling or taken to a properly permitted landfill for final disposal.

The DMC may direct contractors to bypass TDS sites and approve the hauling of debris directly to a final disposal site if recycling is not feasible.

The DMC Debris Collections Coordinator, Service Contract Coordinator or their designees will monitor the Contractor's performance for debris removal and disposal operations in each Debris Zone. The Contractor will keep the monitoring staff informed of cleanup progress and any problems encountered on a regular basis as defined by the contractual agreements.

Residents will be encouraged to segregate HHW at curbside. However, small amounts of HHW may be mixed in with material deposited at the Debris Management sites. Therefore, the Contractor must be prepared to place any HHW in a separate enclosed and lined area for temporary storage prior to off-site shipment for recycling, treatment or disposal. The Contractor will report any accumulation of HHW at the Debris Management sites to the DMC Hazardous Materials Coordinator or his/her designated staff.

The DMC will coordinate with the EOC and local government agencies regarding:

- Demolition of private structures.
- Removing debris from private property.
- Local law and/or code enforcement issues.
- Historic and archaeological sites and cultural institutions.
- Qualified environmental Contractors to remove hazardous waste such as asbestos and lead-based paint.
- Abandoned vehicles.

Private property debris removal may require Right of Entry Agreements with the landowners. A sample agreement is provided in ATTACHMENT 10. It is important to note that according to FEMA Debris Removal Applicant's Contracting Checklist (ATTACHMENT 8), debris on private property does not typically present an immediate health and safety threat to the general public, and may not qualify for FEMA reimbursement.

### **Regulatory Considerations:**

After a disaster it may be expected that existing or closed waste management facilities may be used as storage, transfer or processing sites for the disaster debris. Transfer stations may be set up for temporary storage of debris before being moved to other processing facilities or for disposal. One issue with these facilities is that their operating permits usually restrict the types of management activities they can conduct. A facility's permit may restrict the amount of material that can be stored, transferred or processed, thus limiting the amount of debris that can be brought to the site. The disaster debris disposal method may also be inconsistent with the Integrated Waste Management Plan under AB 939 and other regulations. The Dou-Solid Waste Services will follow existing California Integrated Waste Management Board (CIWMB) waiver process for facility permitting and diversion requirements. Please see section 4 (Debris Management Sites) for more information on Emergency Waiver.

The discharge of waste to land is an action subject to restrictions adopted as individual or general waste discharge requirements (WDRs) by the Regional Water Board. The DOU-Solid Waste may need to obtain a conditional waiver of WDRs for properties where waste management practices meet specified conditions.

The City may need to enter into agreements with various governmental agencies for providing mutual aid to each other to facilitate debris management operations. A sample intergovernmental emergency mutual aid agreement is attached. (ATTACHMENT 11)

## **SECTION 4            DEBRIS MANAGEMENT SITES**

### **General**

All activities associated with massive debris clearance, removal, and disposal activities depend upon the availability of suitable sites for managing debris. In major disasters, there may be insufficient landfill capacity available in the short-term to handle the debris in a timely fashion. State agencies and communities may use Temporary Debris Storage and Reduction Sites (TDSRS) to store, segregate, or reduce the volume of debris. To appropriately plan for and incorporate social, economic, and environmental considerations, it is important that TDSRS planning be conducted prior to a disaster event. Further, the effective execution of the *Disaster Debris Management Plan* relies on careful timing and a progression of various tasks and decisions. This Chapter discusses the planning components to be considered with regard to establishing TDSRS.

The importance of having potentially suitable TDSRS pre-identified and ready for use at all times in the event of a disaster event cannot be stressed enough. Debris management guidance from the USACE and FEMA strongly recommends that both State and local governments be responsible for pre-identifying TDSRS, preferably on public property. This will allow post-disaster cleanup efforts to begin early and in an efficient manner.

### **Site Selection Guidelines**

In the event of a significant disaster, the City of Sacramento, DOU-Solid Waste will make it a top priority to determine the number of Temporary Debris Storage and Reduction (TDSR) sites and location of these sites for the collection and processing of debris.

DOU-Solid Waste in consultation with the Environmental Management Department will designate TDSR sites and prioritize which sites will be opened based on the type and amount of debris estimated based on the following guidelines.

- Pre-designated sites should preferably be on public property and generally consist of 10 acres or more, depending on anticipated needs. However, smaller sites may be appropriate based on the type of waste being managed and space constraints.
- Use public lands first to avoid costly leases. Use private land only if public sites are unavailable.
- If private lands are utilized for municipal debris management operations, they must have City (or its designated contractor) oversight and management.
- The required size of the site will depend on the expected volume of debris to be collected and planned volume reduction methods. As a general rule, larger sites mean fewer sites and, hence, easier site closeout. However, larger sites may create logistical problems.
- Large open sites are needed for any type of debris staging activity. Paved sites are best. Semi-paved or large parking lots paved in stone dust or gravel are the next best option. Meadows are least desirable because they may be inaccessible because of saturated soils after extended and heavy precipitation.
- Per FEMA guidance, the soil, groundwater and/or surface water at and near a proposed staging area should be tested prior to receipt of disaster generated debris to establish pre-existing baseline conditions.
- TDSRS for debris other than green waste should not be allowed in public source water protection areas including aquifer protection areas, public drinking water supply watersheds, and public well source areas.
- Setbacks for sites adjacent to wetlands should be determined in coordination with appropriate agencies such as Environmental Services, USACE, and USFWS
- Impacts from noise, dust, and traffic that are tolerated by the public early in a disaster recovery may have to be curtailed later. Thus to the extent feasible, the TDSRS near residential areas, schools, and hospitals should be avoided.
- Sites should not have critical habitat or rare ecosystems, threatened and/or endangered species, historic and/or archaeological sites.
- Sites should have good ingress/egress to accommodate heavy truck traffic and have a site configuration that will allow for an efficient layout.

### **Site Operation of a Temporary Debris Storage and Reduction Site**

Based on the FEMA guidance for operating a TDSRS, the TDSRs should have:

- Visible, demarcated buffer areas based on the established wetland setback line.

- Storm water controls, such as silt fences, to prevent discharge of contaminated runoff into water bodies.
- Some method to control the off-site migration of dust, wood chips, or other debris residuals from vehicular traffic and from the handling of debris and ash.
- An adequate supply of water to ensure that the debris is adequately wet during the segregation, processing and/or packaging of the waste to prevent risk of fire and/or dust migration.
- Some type of access control to prevent unauthorized dumping and scavenging.
- Monitors to correctly identify and segregate waste types, especially hazardous waste from non-hazardous waste, for appropriate management.
- Oversight management for the site.

When staging debris other than green waste, if appropriate and feasible:

- install wells and perform groundwater sampling;
- conduct spot soil sampling at “hot” areas such as household hazardous waste (HHW), ash, other waste types;
- provide specific fuel storage areas;
- take videos, photos of the site before operations begin;
- periodically sketch/map layout including “hot” areas; and
- prepare quality assurance reports, spill reports, etc. as part of the overall project.

Based on the above guidelines, the DOU-Solid Waste has identified several sites as potential TDSR facilities. Of these, the following three sites owned by the City of Sacramento and operated by the DOU-Solid Waste, have been pre-designated as TDSR sites. The 28<sup>th</sup> Street Landfill is located the disaster.

1) City of Sacramento 28 Street Landfill

- a. Location: Terminus of 28<sup>th</sup> Street and A Street.
- b. Disposal Acreage: 172
- c. Total Acreage 172
- d. Max.Permitted Capacity: Closed
- e. Remaining Capacity: Closed
- f. Max.Permitted Throughput: Closed
- g. APN: 0010170018

2) SRTS

- a. Location: 8491 Fruitridge
- b. Acreage: 23.5 acres transfer
- c. Permitted Capacity: 2,500 Tons/day
- d. APN: 0610173028

3) North Area Corporation Yard

- a. Location: 918 Del Paso Road
- b. Acreage: 30
- c. Permitted Capacity: NA
- d. APN: 2370011037

4) 28<sup>th</sup> Sump-Freeport

- a. Location: Freeport Road, South of Meadowview Road
- b. Acreage: 13 acres
- c. Permitted Capacity: NA
- d. APN 0170010001

5) William Land Park

- a. Location: Freeport Blvd. and Sutterville Road
- b. Acreage: 213
- c. Permitted Capacity: NA
- d. APN: 01700010001

6) McKinley Park

- a. Location: Alhambra Blvd. and H Street
- b. Acreage: 27 Acres
- c. Permitted Capacity: NA

7) Schools (High)

8) NARS

- a. Location: 4450 Roseville Road, North Highlands, CA
- b. Acreage: 27 Acres
- c. Permitted Capacity: 2000 tpd.
- d. APN: 2400550034

9) Meadow View Corporation Yard

- a. Location: 2812 Meadowview Road
- b. Acreage: 27
- c. Permitted Capacity: NA
- d. APN: 05300100660000

For the location of these sites, aerial photographs, and copies of Solid Waste Facility Permits please refer to the ATTACHMENTS 13 through 16.

**Emergency Waiver**

Immediately following a major disaster, the cleanup effort and reconstruction often results in a need to handle more and different types of debris than existing solid waste facility permits allow. An emergency waiver of standards is a waiver issued by an enforcement agency which grants a solid waste facility operator temporary relief from specific state minimum standards or specific terms or conditions of a solid waste facility permit. More specifically, an enforcement agency may approve and issue a waiver for the express purpose of enabling an operator of an existing permitted solid waste facility or locally approved temporary transfer or processing site to accept disaster debris and other nonhazardous wastes, in a manner not consistent with the terms and conditions of the relevant solid waste facility permit, during the recovery phase of a state of emergency or local emergency.

An emergency waiver of standards may only be issued when there has been a proclamation of a state of emergency or local emergency as those terms are defined in the regulations. The definitions of local emergency and state of emergency are included under 14 CCR 17210.1 (j) and (k), respectively (ATTACHMENT 16).

To obtain a waiver, a solid waste facility operator shall submit a written request to the Local Enforcement Agency, which for the City of Sacramento is the County Environmental Management Department. The request shall include, but not be limited to, the following information:

- A listing of the permit terms and conditions and state minimum standards to be waived in order to facilitate recovery and disposal of disaster debris;
- A statement of the remaining disposal capacity of the solid waste disposal site;
- A description of all facility-related diversion programs and onsite recycling facilities; and

- A listing of locally approved temporary transfer or processing sites to be used to store disaster debris for future reuse or recycling.

Based on the above guidelines, the City has developed a draft letter template (ATTACHMENT 17) to request an emergency waiver of standard for the pre-designated TDSR sites.

### **TDSR Site Preparation**

The topography and soil/substrate conditions should be evaluated to determine best site layout. When planning site preparation, think of ways to make restoration easier.

For example, if the local soils are very thin, the topsoil can be scraped to bedrock and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be spread to preserve the integrity of the tillable soils.

The following site baseline data checklist should be used to evaluate a site before a contractor begins operations and used during and after to ensure that site conditions are properly documented. The

Debris Facility Coordinator will work with responsible parties at each TDSR to identify who would be responsible for updating the initial base line data and develop an operation layout to include ingress and egress routes.

### **Debris Management Site Baseline Data Checklist**

#### Before Activities Begin

- Take ground or aerial photographs and/ or video.
- Note important features, such as structures, fences, culverts, and landscaping.
- Take random soil samples.
- Take random groundwater samples.
- Take water samples from existing wells.
- Check the site for volatile organic compounds.

#### After Activities Begin

- Establish groundwater-monitoring protocols.
- Take groundwater samples.
- Take spot soil samples at household hazardous waste, fuel storage and other potential “hot” areas.

#### Progressive Updates

- Update videos/photographs.
- Update maps/sketches of site layout.
- Update quality assurance reports, fuel spill reports, etc.

Table 7 below summarizes ongoing activities at the pre-designated TDSR sites in relation to the Debris Management Site Baseline Data Checklist.

**Table 7. Debris Management Site Baseline Data Checklist**

Baseline Data Checklist Before Activities Begin		Ongoing Activities at the pre-designated TDSR sites	
	28 <sup>th</sup> STREET	SRTS	NARS
Take ground or aerial photographs and/ or video	DOU has obtained an oblique aerial photo each of the last two years.	DOU has obtained an orthographic aerial photo graph.	DOU needs to obtain aerial photos.
Note important features, such as structures, fences, culverts, and landscaping.	These are mapped on the ortho photos.	These are mapped on the ortho photos.	DOU needs to note these features.
Take random soil samples.	No random sampling	No random sampling	No random sampling
Take random groundwater samples.	No random sampling	No random sampling	No random sampling
Take water samples from existing wells.	No existing wells	DOU performs an extensive monitoring ( 50 wells)	No wells are present on site.
Check the site for volatile organic compounds.	Yes	Yes	No ongoing monitoring
Check for storm water controls (silt fences, etc.)	Yes, DOU maintains an Industrial Storm Water Permit.	Yes, DOU maintains an Industrial Storm Water Permit.	Yes, DOU maintains an Industrial Storm Water Permit.
Access control to prevent unauthorized dumping	Yes	Yes	Yes
Measures to control off-site migration of dust, wood chips, etc.	Yes	Yes	Yes
Availability of Water and Electricity	Yes	Yes	Yes

## Site Operations

The DMC should assist in establishing lined temporary storage areas for handling and storage of HHW, fuels, and other materials that can contaminate soils, groundwater and surface water at the TDSR sites owned by the City. The sites should have plastic liners, when possible, under stationary equipment such as generators and mobile lighting plants. These requirements will be included within the contract scope of work for the TDSRs contracted by the City.

If the site is also an equipment staging area, the DMC will ensure that contracts monitor fueling and equipment repair to prevent and mitigate spills such as petroleum products and hydraulic fluids. The DOU-Solid Waste should also include clauses in contract scope of work to require immediate spill cleanup by the contractor.

The DMC should be aware of and mitigate operational impacts to the neighbors such as:

- Dust - employ water trucks.
- Noise - construct perimeter berms. Restrict hours of operation
- Traffic - proper layout of ingress and egress procedures to help traffic flow.

Once the debris is removed from the damaged area, it will be taken to TDSR sites. Removal and disposal actions should be handled at the lowest level possible based on the magnitude of the event. It follows the normal chain of responsibility, e.g., local level, county level, State level, and when resources are exceeded at each level of responsibility, Federal assistance may be requested according to established procedures. Because of the limited County debris removal and reduction resources, the DOU Solid Waste may accomplish the establishment and operation of some of the TDSR sites by contracts.

The DMC Service Contract Coordinator or designee will monitor contractor performance to ensure that the TDSR site preparation, operations, and close-out procedures comply with the requirements established by the DWMR. The DMC Debris Disposal Coordinator or designee will coordinate field operations related to the TDSR site preparation, operations, and close-out. Additionally, the Debris Disposal Coordinator or designee will develop procedures and guidelines to:

- Inspect incoming loads.
- Ensure proper handling and record keeping of the load tickets at the TDSR sites.
- Develop contingency plan and procedures for hazardous wastes, if found.
- Segregate materials in consolidated stockpiles.
- Keep non-disaster waste separate from disaster waste.
- Identify processing techniques and equipment to be used based upon materials to be collected.

## **Debris Reduction Methods**

### **Volume Reduction by Incineration**

Incineration is not the City's preferred method of volumetric reduction of disaster debris. However, incineration may be considered under certain circumstances after consultation with the appropriate regulatory agencies.

### **Volume Reduction by Grinding and Chipping**

Large scale flood may present the opportunity to employ grinding and chipping operations as a part of the volume reduction strategy for vegetative debris. Grinding and chipping woody debris is a viable reduction method that can produce mulch suitable to be used to replenish the flood eroded topsoil and for other beneficial use.

Chipping operations are suitable in urban areas where streets are narrow or in groves of trees where it is cheaper to reduce the woody vegetation to mulch than to move it to a central grinding site and then returning it to the affected area. This reduces the costs associated with double handling.

In the event of a natural disaster, the DOU Solid Waste intends to work closely with local environmental and agricultural groups to determine if there is a market for mulch. Another source for disposal of ground woody debris may be as an alternative fuel for industrial heating or for use in a cogeneration plant.

There are numerous makes and models of grinders and chippers on the market. When contracting, the most important item to specify is the size of the mulch. If the grinding operation is strictly for volume reduction, size is not important. However, mulch to be used for agricultural purposes must be of a certain size and be virtually free of paper, plastic and dirt.

Contaminants are all materials other than wood products and should be held to 10% or less for the mulch to be acceptable. Plastics are a big problem and should be eliminated completely. To help eliminate contaminants, root rake loaders should be used to feed or crowd materials to the grapplers. Bucket-loaders tend to scoop up earth, which is a contaminant and causes excessive wear on the grinder or chipper. Hand laborers should remove contaminants prior to feeding the grinders. Shaker screens should be used when processing stumps with root balls or when large amounts of soil are present in the woody debris.

Chippers are ideal for use in residential areas, orchards, or groves. The number of damaged and uprooted trees presents significant problems if they are pushed to the rights-of-way for eventual pickup and transport to staging and reduction sites.

The costs associated with chipping are reasonable because the material does not need to be transported twice.

Grinders are ideal for use at TDSR sites because of their high volume reduction capacity. Proper location of the grinders on the TDSR site is critical from a noise and safety point-of-view. Moreover, there is a need for a large area to hold the woody debris and an area to hold the resulting mulch. Ingress and egress to the site is also an important consideration.

### **Volume Reduction by Recycling**

Recycling reduces mixed debris volume requiring landfill disposal. Recycling is attractive and strongly supported because there may be an economic value to the recovered material if it can be sorted and sold. A portable Materials Recovery Facility (MRF) could be set up at the site. Metals and wood are prime candidates for recycling.

Specialized contractors should be available to bid on disposal of debris by recycling, if it is well sorted. Contracts and monitoring procedures should be developed by the DOU to ensure that the recyclers comply with local, tribal, State and Federal environmental regulations.

Recycling should be considered early in the debris removal and disposal operation because it may present an opportunity to reduce the overall cost of the operation. The following materials are suitable for recycling:

**Metals**—Flood disaster may cause a large volume of metal debris damage from damaged structures. Most of the metals are suitable for recycling. Metals can be separated using an electromagnet. Metals that have been processed for recycling can be sold to metal recycling firms.

**Soil**—Cleanup operations using large pieces of equipment pick up large amounts of soil. The soil is transported to the staging and reduction sites where it is combined with other organic materials that will decompose over time. Large amounts of soil can be recovered if the material is put through some type of screen or shaker system. This procedure can produce significant amounts of soil that can either be sold or recycled back into the agricultural community. This soil could also be used at local landfills for cover. Monitoring and testing of the soil may be necessary to ensure that it is not contaminated with chemicals.

**Wood**—Woody debris can be either ground or chipped into mulch.

**Construction & Demolition Material**—Concrete block and other building materials can be ground and used for other purposes if there is a ready market. Construction materials and wood can also be processed to reduce volume. This construction material could also be used at local landfills for cover.

**Residue Material**—Residue material that cannot be recycled, such as cloth, rugs, and trash, can be sent to a landfill for final disposal.

### **TDSR Site Closeout Procedures**

Each TDSR site will eventually be emptied of all material and be restored to its previous condition and use. The contractor should be required to remove and dispose of all mixed debris, construction and demolition (C&D) debris, and debris residue to approved landfills. The DMC Debris Disposal Coordinator should monitor all closeout and disposal activities to ensure that contractors complied with contract specifications. Additional measures will be necessary to meet local, State and Federal environmental requirements because of the nature of the staging and reduction operation.

The contractor must assure the DMC that all sites are properly remediated. It is expected that there will be significant costs associated with this operation as well as close scrutiny by the local press and environmental groups. Site remediation will go smoothly if baseline data collection and site operation procedures are followed.

The basic close-out steps are to remove all debris from the site are:

- Conduct an environmental audit or assessment
- Develop a remediation or restoration plan approved by the appropriate environmental agency
- Execute the plan

The key to timely closeout of the mission is the efficient scheduling of the above activities for multiple sites. Therefore, critical path scheduling of all the activities as far in advance as possible will minimize down time between steps.

### **Environmental Restoration**

Stockpiled debris will be a mix of woody vegetation, construction material, household items, and yard waste. HHW and medical wastes should be segregated and removed prior to stockpiling. Activities at the debris disposal sites will include combination of the following activities: stockpiling, sorting, recycling, grinding, and chipping.

### **Site Remediation**

During the debris removal process and after the material has been removed from each of the debris sites, environmental monitoring will be needed to close each of the sites. This is to ensure that no long-term environmental contamination is left on the site. The monitoring should be done on the soil and groundwater.

Monitoring of the soils should be conducted to determine if any of the soils are contaminated by volatile hydrocarbons. The contractors may do this if it is determined that hazardous material, such as oil or diesel fuel was spilled on the site. This phase of the monitoring should be done after the stockpiles are removed from the site.

Monitoring of the groundwater should be done on selected TDSR sites to determine the probable effects of rainfall leaching through either the ash areas or the stockpile areas.

## **Summary**

The DMC should consider the following requirements for closeout of a temporary staging and reduction site(s).

- Coordinate with local and State officials responsible for construction, real estate, contracting, project management, and legal counsel regarding requirements and support for implementation of a site remediation plan.
- Establish a testing and monitoring program.
- Ensure the contractor is responsible for environmental restoration of both public and leased sites.
- Contractors will also be required to remove all debris from sites for final disposal at landfills prior to closure.
- Ensure compliance to appropriate and applicable environmental regulations.
- Prioritize site closures.
- Schedule closeout activities.
- Determine separate protocols for air, water and soil testing.
- Develop cost estimates for site closure and remediation.
- Develop decision criteria for certifying satisfactory closure based on available baseline information.
- Develop administrative procedures and contractual arrangements for closure phase.
- Inform local and State environmental agencies regarding acceptability of program and established requirements.
- Designate approving authority to review and evaluate contractor closure activities and progress.
- Retain staff during the closure phase to develop site-specific remediation for sites, as needed, based on information obtained from the closure checklist.

## **SECTION 5 CONTRACTED SERVICES**

### **Emergency Contracting/Procurement Procedures**

As identified in Section 3(Debris Collection Plan) of this Annex, during a debris generating disaster, the DOU Solid Waste will be challenged to maintain the regular waste collection services while mobilizing resources to respond to the debris management needs. When the debris volumes get large, the DOU Solid Waste will have to rely on contract haulers for collection. Similarly, during a large scale disaster, the DOU Solid Waste may need to secure additional TDSR sites (other than the seven pre-designated sites owned and operated by the City of Sacramento) requiring a need for contracted operators for site management.

FEMA has developed specific guidelines for contracting process to assist local governments for collection, equipment lease, and other services related to disaster debris removal, recycling, and disposal (ATTACHMENT 8). It is DOU's intent to follow these guidelines for procuring contracting services. The following summarizes FEMA guidelines on contracting process:

- Use competitive bidding procedures. Complete and document a cost analysis to demonstrate price reasonableness on any contract or contract modification where adequate price competition is lacking.
- Provide a clear and definitive scope of work and monitoring requirements in the request for proposals/bids. Use acceptable emergency contracting procedures that include an expedited competitive bid process only if time does not allow for more stringent procedures.
- Require bidders to provide copies of references, licenses, financial records, and proof of insurance and bonding.
- Obtain review from your legal representative of your procurement process and any contract to be awarded to ensure they are in compliance with all Federal, State, and local requirements.
- Document procedures used to obtain/award contracts (procurement information, bid requests and tabulations, etc).
- Use load ticket requirement to record with specificity (e.g., street address) where debris is picked up and the amount picked up, hauled, reduced and disposed of.

#### **Pre-disaster and Stand-by Contracts guidelines:**

- The solicitation for a pre-disaster contract must adequately define in the proposed scope of work all the potential types of debris, typical haul distances, and size of events for which the contract may be activated.

- You may request bids for multiple scenarios for varying sizes of events.
- To ensure reasonable debris removal costs, award pre-disaster debris removal contracts based on either unit prices (volume or weight) or time and material.
- If the contract is awarded on a time and material basis, it should be limited to no more than 70 hours of actual clearance and removal operations.
- After the initial 70-hour period, payment should be on a unit price basis (volume or weight).

### **Debris operations to be outsourced**

Based on the type and magnitude of the debris generating disaster, the DOU may need to outsource some or all of the debris collection and processing services. The following debris operation services have been identified as potential candidate for outsourcing.

1. Non-hazardous debris collection services
2. Hazardous debris collection services
3. TDSR site management services
4. Debris collection and processing equipment rental/leasing
5. Emergency communication equipment rental/leasing
6. Electrical power generator leasing

### **General Contract Provisions**

To be eligible for reimbursement under the Public Assistance Program, contracts for debris removal must meet rules for Federal grants, as provided for in 44 CFR Part 13.36 Procurement ([http://www.access.gpo.gov/nara/cfr/waisidx\\_04/44cfr13\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/44cfr13_04.html)). Public Assistance applicants should comply with their own procurement procedures in accordance with applicable State and local laws and regulations, provided that they conform to applicable Federal laws and standards. FEMA has developed following guidelines to assist Public Assistance applicants in the procurement process. It is DOU's intent to follow these guidelines while procuring contracts for debris related services.

*All contracts must contain/reflect the following provisions:*

1. All payment provisions must be based on unit prices.
2. No payments may be based on time and material costs unless limited to work performed during the first 70 hours of actual work following a disaster event.

3. That payment will be made only for debris that FEMA determines eligible, referencing FEMA regulations and Public Assistance guides and fact sheets. (This is an optional provision to protect the applicant, and is used only following a major disaster declaration.)
4. An invoice provision requiring contractors to submit invoices regularly and for no more than 30-day periods.
5. A "Termination for Convenience" clause allowing contract termination at any time for any reason.
6. A reasonable limit on the period of performance for the work to be done.
7. A subcontract plan including a clear description of the percentage of the work the contractor may subcontract out and limiting use of subcontractors to only those you approve.
8. The preference that the contractor use mechanical equipment to load and reasonably compact debris into the trucks and trailers.
9. The requirement that the contractor provide a safe working environment, including properly constructed monitoring towers for observation at TDSRs.
10. Option of a unit price for extracting from ground and removing FEMA-eligible stumps (only for stumps with diameters larger than 24 inches, measured 24 inches above the ground, and with 50% or more of the root ball exposed), or including all stumps in the unit price.
11. Requirement that all contract amendments and modifications be in writing.
12. Requirement that contractor obtain adequate payment and performance bonds and insurance coverage.

### **Qualification Requirements**

As stated in Section 3 of this Annex, the Sacramento Regional Solid Waste Management Authority (SWA) administers commercial solid waste franchise system. SWA franchised haulers are potential contractors for disaster debris collection services. While soliciting bids for disaster debris related services from contractors, the DOU intends to ensure that the contractors are capable to provide services in a manner consistent with the above mentioned provisions.

### **Solicitation of Contractors**

It is essential for the DOU to develop strategies and triggers for procuring contracted services for debris collection and TDSR site management. The following tasks should be completed as soon as possible after the development of this Disaster Debris Management Plan.

1. Determine contract hauler procurement strategy
2. Develop sample debris collection contracts

3. Develop a list of pre-qualified debris collection contractors through a Request for Qualification (RFQ) process
4. Develop contract hauler payment procedure
5. Develop procurement strategy for TDSR site management
6. Develop sample TDSR site management contracts
7. Develop a list of pre-qualified TDSR site management contractors through a Request for Qualification (RFQ) process
8. Develop payment procedure for TDSR management contractors
9. Develop record keeping requirements for both the collection and TDSR site management contracts to facilitate FEMA reimbursement process

The DOU has in place contracts (ATTACHMENT 7) for disaster debris collection services.

### **Fiscal Matters**

In past disasters, the Department of Finance (DOF) have coordinated the submission of FEMA claims for reimbursement. DOF will be responsible for determining over-all accounting structures. Either MSA AFS or DOU fiscal staff will use those structures to establish appropriate coding in DOU's fund. It is anticipated that DOF will submit claims for reimbursement and coordinate distribution of FEMA funds to the Department. Fiscal accountability and responsibility rests in 5 areas:

1. Training – Appropriate fiscal and operating staff will need to be trained in completion of FEMA claims. In the past, this training was coordinated by DOF immediately prior to the disaster or immediately after as part of the recovery process.

2. Claim Preparation – Department fiscal staff will oversee the collection of data and the preparation of the reimbursement claim to DOF. The data and claim supporting documentation will vary depending on the nature of the disaster.

3. Reimbursement of Costs – Department fiscal staff will work with DOF and AFS to oversee and monitor reimbursement. DWMR fiscal staff will ensure that reimbursements are separated by fund center in relation to actual costs incurred.

4. Record Retention – FEMA requires that claim documents and supporting schedules be maintained until completion of the reimbursement audit. Fiscal staff will store and maintain these records either electronically or in paper copy until authorized to destroy the records. Record retention will be maintained in an organized manner that would allow for easy retrieval several years after the fact.

5. Audit – FEMA conducts audits of reimbursement claims. DOF coordinates these audits and will work with fiscal staff to provide records and assist with questions. Fiscal staff will work with operations to provide information in a timely manner.

## **SECTION 6 PRIVATE PROPERTY DEMOLITION AND DEBRIS REMOVAL**

### **Regulatory overview:**

#### **Debris Removal**

#### **State Regulations for Private Property Debris Removal**

The California Disaster Assistance Act (CDAA) governs the eligibility rules for disaster debris removal within the state. Under state regulations, debris removal from private property is reimbursable only when there is an immediate threat to life, public health and safety.

The CDAA Title 19, Section 2925 (2) (A-C) does allow for the removal of debris under the following:

A. For purposes of this program, the removal of debris from private property shall be reimbursed only when there is an immediate threat to public health and safety. In a case where reimbursement for debris removal from private property is authorized by the Director of the Office of Emergency Services (OEC), the following requirements shall apply, unless waived in part or full by the director:

B. The property owner must remove all disaster-related debris from the property to the curb or public right-of-way;

C. The local agency must obtain a signed statement from the property owner to the effect that the property owner does not have insurance covering the removal of the disaster-related debris; and,

D. The local agency must have a signed statement from the property owner giving the local agency the right of entry and absolving the local agency and the state of any liability relative to removal.

#### **Federal Regulations for Private Property Debris Removal**

FEMA and the Public Assistance Program are governed by the law defined in the Stafford Act and regulations provided in Title 44 of Code of Federal Regulations (44 CFR). These laws and regulations provide the criteria for determining eligibility of debris activities.

The Stafford Act Sections 403 and 407 and 44 CFR 206.224(b) provide the authority to fund eligible applicants to remove debris from private property. This work may only be eligible when:

- The disaster caused very severe and widespread damage.
- The removal is necessary to eliminate an immediate threat to life, public health and safety or to improve public or private property, or to ensure the economic recovery of the affected community to the benefit of the community-at-large.
- An eligible applicant, such as a municipal or county government, performs the work.
- The private property owner has provided all insurance information.
- It is pre-approved by the Director and/or Federal Disaster Recovery Manager (DRM).
- Required legal documents are in place:
  - Insurance documents;
  - Hold Harmless Agreement; and
  - Right-of-Entry Agreement.

In federally declared events, applicants and property owners must be aware that only FEMA makes eligibility determinations regarding removal of debris from private property. Not all actions that may be taken by the local governments are eligible for FEMA assistance.

## **Demolition**

### **State Regulations**

Under Title 19, § 2930(4), the OES under the following standards approves demolition of a damaged public facility or privately owned building:

- (A) The local agency must clearly possess the legal authority and responsibility to demolish the damaged facility. The local agency must also show that such demolition does not constitute a “taking” which would require the payment of compensation to the property owner;
- (B) The local agency requesting approval of building demolition of privately owned-buildings must be able to demonstrate that the property owner has no other source of funding to pay for structure demolition;
- (C) The local agency must have inspected each building and determined it to be a health or safety hazard. The local agency must have a certification to this effect signed by the appropriate agency official;
- (D) The local agency must have a signed statement from the property owner to the effect that the property owner does not have insurance covering the damage or the demolition of the building;

(E) The local agency must have a signed statement from the property owner giving the local agency the right of entry and absolving the local agency and the state of any liability relative to demolition and removal;  
(F) The local agency must also comply with any other applicable state or federal health and safety regulation, law, or general requirements; and,  
(G) Eligibility is limited to the cost of demolishing designated buildings to the top of the foundation, removal and hauling debris to the waste-site, and back filling of basements to a safe condition.

## **Federal Regulations**

Under Sections 403 and 407 of the Stafford Act allow for the demolition of unsafe public or private structures that pose an immediate threat to life, property, or public health and safety.

The following is a summary of the key items of the FEMA Policy on the demolition of Private and Public Facilities.

### ***Public and Private Non-Profit (PNP) Eligible Facilities.***

- Section 403 requires that the structures must be damaged by the disaster.
- The structures must be determined to be unsafe and pose an immediate danger to the public. This determination must be made by local officials and verified by State and Federal officials.
- Work must be completed within Emergency Work deadlines (44 CFR 206.204 – 6 months plus extensions).
- Additionally, Section 407 allows for demolition in the public interest, ensuring economic recovery, but this only applies when the first two criteria above are met to the satisfaction of the Regional Director, and the structures have been uninhabited since the major disaster. The timeline for emergency work completion does not govern this authority.

### ***Private Structures.***

- The structures must meet the first three criteria defined above for Public and PNP Facilities.
- Liability and legal permission requirements must be met.
- Slabs or foundations, broken or intact, generally do not present a health or safety hazard to the general public. Slabs removed primarily for reconstruction are not eligible.
- Individuals and private organizations (non PNPs) will not be reimbursed for their efforts on their own property.

For health and safety reasons, the following demolition costs are eligible:

- Capping wells.
- Pumping and capping septic tanks.
- Filling in basements and swimming pools.

Not eligible activities include:

- Concrete slabs removed for reconstruction purposes, even when brought to the curbside.
- Removal or covering of pads and driveways.
- Structures condemned as safety hazards before the disaster.
- Habitable, but not yet damaged, structures even when they are in serious danger of total destruction (for example, on a failing slope).

### **Private Property Demolition and Debris Removal in Un-incorporated City of Sacramento**

The demolition of dangerous structures is the responsibility of the property owner. However, the City may become involved in order to protect the health and safety of adjacent residents. The City Planning and Development Services (DSD) Department will respond to reports of damaged buildings, posting a potential public safety hazard, as needed within the County unincorporated area. The DSD Department may red tag buildings that cannot be occupied.

The DSD Code Enforcement Division is responsible for determining when a building is unsafe to occupy. Attached is a draft Right of Entry Agreement (ATTACHMENT 10 ) to be used as a model in the event the City staff or contractors need an access to a private property to remove disaster debris.

### **Demonstrating a Threat**

The City must demonstrate that removal of debris on private property is required to reduce a threat.

*A resolution* after a disaster by the City that debris on private property constitutes a threat to public health and safety does not in itself make the debris removal eligible.

The City should submit (to OEC) for review and approval specific legal requirements for declaring the existence of the threat. A damaged structure may be a public health and safety hazard if it could be condemned as such, pursuant to the provisions of the City ordinance related to condemnation of damaged structures. A qualified individual, such as a certified building inspector, must make this determination.

A public health hazard may exist if such a determination is made pursuant to the provision of the City ordinance related to public health. An individual qualified to do so, such as a public health official, must make such a determination.

Only disaster-related debris that requires removal to reduce or eliminate an immediate threat is eligible.

The following is not eligible for FEMA reimbursement:

- Privately owned vehicles, whether or not insured.
- Old white goods located on private property awaiting proper disposal.
- Old tires, batteries, or any equipment/material located on private property awaiting proper disposal.
- Damaged swimming pools, basements and foundations. If it is determined that a public safety hazard exists, FEMA may reimburse the cost of filling these structures.
- Reconstruction debris, sometimes called construction rubble, resulting from reconstruction activities.

#### **Mobile Homes Park Procedures:**

During a flood disaster, there may be a large number of mobile homes totally demolished. According to the FEMA guidelines, the eligibility for mobile home debris removal should be evaluated as for any other residential structure – debris removal may be eligible if a threat can be demonstrated – but there are some unique aspects to the units themselves. Before demolition begins, the resident or owner seeking debris removal should:

- Make arrangements to be sure remaining personal items, furniture, etc. that may remain in the units are removed.
- Check the units for asbestos and lead paint, and any other household hazardous waste.
- Consider salvage of the metal components.

Caltrans and DOT may have regulations relating to hauling demolished mobile homes on State/federal highways. The Units may need to be crushed or taken apart since the disposal facilities may not accept the units intact.

#### **Trees, Limbs and Stumps removal from Private property**

FEMA has specific guidelines regarding debris removal cost reimbursement for trees, limbs, and stumps from private property. Hazardous trees, limbs and stumps on public property within or adjacent to improved or publicly used

space, and on private property that meet criteria of posing a threat, may be eligible for removal. Examples include:

- Trees alongside public roadways.
- Trees within a naturalized area of public parks or golf courses.
- Trees within private property posing a threat to health and public safety or to damage to residences.

Hazardous trees that are unstable and leaning into the areas used by the public are eligible for removal. Normally, trees requiring removal are flush cut to the ground.

A tree with more than 50% of the tree crown destroyed or damaged, a split trunk, or broken branches that expose the heartwood, or a tree that has been felled or uprooted is eligible for removal, especially if it is in a location approximate to or within public-use areas.

Hazardous limbs are also eligible for removal. Hazardous limbs considered to pose a threat are those that are still hanging in the tree and are threatening a public-use area, such as a trail, sidewalk, road or golf cart path, or other improved and maintained property.

- Removal of fallen trees in a forested or wilderness area is not normally eligible.
- Removal of cut trees from subdivisions under development or off the right-of-way in rural areas is typically not eligible, as this condition generally does not pose an immediate threat
- Reimbursement for stump removal is extremely limited. Normally, reimbursement is limited to removing stumps that have been uprooted, and are located in an area where they would be a safety hazard. If a tree has been broken, instead of uprooted, the “stump hazard” is removed by cutting the tree at ground level.

## **SECTION 7 PUBLIC INFORMATION PLAN**

### **Public Information Officer:**

All public information related to the management of disaster debris will be disseminated through the Public Information Officer until the recovery has stabilized. Section 1 of this plan describes responsibilities of the Public Information Officer during a disaster situation.

The City DOU Solid Waste has developed extensive education and information programs that provide a frequent and consistent message designed to familiarize citizens with their role in the generation, diversion, and disposal of solid wastes.

After a disaster, these pre-scripted draft informational programs can be quickly customized to effectively educate the public about:

1. Initial Response-stage preparation of debris,
- 2.
2. Isolation of hazardous materials for collection,
3. Separation of divertible materials, to the extent possible given the type and intensity of the disaster, and
4. Disaster debris removal schedules, when possible.

Additionally, the education will spotlight their role as citizens in the safe, timely and efficient removal of disaster debris.

Methods of education may include:

1. Maintenance of a Hotline where current information on the four topics identified can be disseminated as well as reports can be received from citizens,
2. Updating the Waste Management Department Webpage with current information,
3. Preparation and issuance of press releases and public service announcements to radio, television, and print media,
4. Utilization of Public Access television, and
5. Canvassing affected neighborhoods with informational door-hangers or flyers.

- **Contracts Checklist**

## ATTACHMENT 11

### MUTUAL AID AGREEMENT EXAMPLE

#### INTERGOVERNMENTAL EMERGENCY MUTUAL AID AGREEMENT

STATE OF CITY/COUNTY

WHEREAS, (State Name) law authorizes local governments to contract with each other to provide services, and WHEREAS, (State Name) law and state policy also provides for certain reimbursements or financial aid to local government for certain natural disasters or emergency conditions declared by the Governor, and WHEREAS, the (City or County Name) finds it to be in its best interest to have such mutual aid agreements with other local governmental bodies in the state and region,

NOW THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties hereto Agree as follows:

1. The (City or County Name) hereby agrees to provide through its Director of Public Works such mutual aid as may be requested by a governmental unit, which has emergency conditions of a natural disaster as defined by (State Name) law. The aid rendered shall be to the extent of available personnel and equipment not required for minimum needs of the (City or County name). The judgment of the Director of Public Works or his designee shall be final as to the personnel and equipment so available.
2. Personnel dispatched to aid another jurisdiction shall remain employees of the (City or County Name), but shall work under the supervision of the Director of Public Works of the requesting jurisdiction. The (City or County Name) retains the right to withdraw any and all aid rendered upon direction of the Director of Public Works.
3. The Director of Public Works will provide a list of hourly rates and equipment costs, and hours worked for all such aid rendered to the requesting for all actual costs, and the requesting jurisdiction agrees to compensate such claim for costs incurred as expeditiously as possible.
4. The (City or County Name) will maintain workers compensation coverage for its employees and liability coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement. The requesting jurisdiction agrees to maintain adequate liability insurance under state law and to hold harmless and indemnify the

(City or County Name) for any and all claims occurring while its personnel and equipment are working under the direction of the Director of Public Works of the requesting jurisdiction. These indemnities shall include attorney's fees and costs that may arise from providing aid pursuant to this agreement.

5. The purpose of these recitals is to insure that the (City or County Name) is reimbursed all costs and assumes no additional liabilities as a result of this agreement. Neither party to this agreement shall be liable, for its failure to refusal to render aid pursuant to this agreement. The Director of Public Works shall in his sole discretion determine the manner in which such emergency aid may be used (or his/her designee in charge of operations).

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties subscribed below and is binding upon the (City/County) and the requesting jurisdiction.

Date signed

by:

CITY/COUNTY OF REQUESTING JURISDICTION

## **ATTACHMENT 12**

### **Debris Management Center**

#### **Department of Utilities, Solid Waste Services**

##### **Responsibilities**

1. Assess and project debris types and quantities generated by the event.
2. Identify preferred debris collection, storage, diversion, and disposal alternatives.
3. Coordinate intra-departmental and intra-jurisdictional debris management efforts.
4. Supervise the Debris Management Center.

##### **Activation Phase**

- Follow the generic Activation phase Checklist.
- Determine regulatory compliance needs.
- Based on the situation, activate the necessary units with the DMC per the DMC organization chart.
- Contact and coordinate with other county departments and/or Cities to establish collection and disposal of debris with the mutual aid resources.
- Provide an initial situation report to the EOC Operations Section Chief.
- Based on the initial EOC strategic objectives prepare objectives for the Debris Management Unit and provide them to the Construction & Engineering Branch (MSA) chief prior to the first Action Planning Meeting.

##### **Operational Phase**

- Ensure that Debris Management Center position logs and other necessary files are maintained.
- Maintain current status on all debris management activities being conducted in your area of responsibility.
- Ensure that debris assessments are being carried out for both public and private facilities, request mutual aid as required.
- Ensure that regular residential refuse and recycling collection services are maintained to the extent possible. Identify areas where service is not possible and communicate to the EOC.

- Ensure that the City waste disposal and transfer facilities remain operational.
- Ensure that adequate public education efforts aimed at keeping Household Hazardous Waste (HHW) and source separated materials segregated are executed.
- Secure debris removal services from franchised haulers and other services providers as required.
- Provide the Construction & Engineering Chief and overall summary of the Debris Management Center operations periodically during the operational period or as requested.
- Ensure that all Debris Management Center status reports are completed maintained.
- Coordinate all contacts with the media with the Public Information Officer.
- Ensure that all fiscal and administrative requirements are coordinated through the Finance/Administration Section (notification of any emergency expenditure and daily time sheets).
- Prepare objectives for the Debris Management Center for the subsequent operation period, and provide them to the Operation Section Chief prior to the end of the shift and the next Action Planning meeting.
- Provide your relief with a briefing at shift change, informing him/her of all ongoing activities, Debris Management Center objectives for the next operational period, and any other pertaining information.

### **Demobilization Phase**

- Follow the generic demobilization checklist.
- Ensure that the temporary Debris Storage facilities are returned to their pre-event condition prior to the site closure.
- Ensure that debris tonnage jurisdictional allocations are distributed accurately.
- Ensure that all necessary data and records are submitted to the EOC Finance Unit for reimbursement in a useful and accurate form, and in a timely manner.

## **Debris Management Center**

### **Debris Collections Coordinator Checklist**

#### **Responsibilities**

1. Manage debris collection operations, implementing alternatives identified by Debris Management Director
2. Coordinate Debris collections operations with external agencies, implementing mutual aid as necessary.
3. Coordinate debris collections operations with service contractors, minimizing overlap and ensuring no areas of need are neglected.
4. Supervise Debris Collections staff.

#### **Activation Phase**

Release day-to-day management of normal operations to regional (north and south) collection supervisors.

Prioritize anticipated debris collection need geographically.

Provide and initial situation report to the DMD.

Activate rapid employee notification system.

Coordinate debris destination strategy with debris facilities coordinator.

#### **Operational Phase**

- Determine, and inform Debris Management Director, when operational capacity will not be capable of handling projected debris and service contractors are necessary.
- Allocate collections staff resources according to need.
- Inform Debris Management Director of progress implementing collection.
- Maintain collections logs and other necessary files.
- Inform DMD when collections operation is ready to conduct HHW collection either through the departmental staff or using contractors.
- Provide information regarding collection operations to the Public Information Coordinator.
- Provide your relief with a briefing at shift change, informing him/her of all ongoing activities, Debris Management Center objectives for the next operational period, and any other pertaining information.

## **Demobilization Phase**

- Follow the generic demobilization checklist
- Ensure collections vehicles and containers are returned to their normal staged area.
- Ensure that debris tonnage jurisdictional allocation is accurate.
- Ensure that all necessary data and records are submitted to the EOC Finance Unit for reimbursement in a useful and accurate form, and in a timely manner.

## **Debris Management Center**

### **Debris Facilities Coordinator Checklist**

#### **Responsibilities**

1. Manage debris facilities operations, implementing alternatives identified by DMD.
2. Maintain facility regulatory compliance.
3. Supervise debris facility staff.

#### **Activation Phase**

- Restrict facilities waste acceptance to authorized emergency-and normal-collection operations only.
- Prioritize anticipated facility need, preliminarily identifying TSFs as necessary.
- Coordinate debris routing strategy with debris collections coordinator.
- Provide initial situation report to the DMD.

#### **Operational Phase**

- Allocate debris facility staff according to need.
- Inform DMD of progress managing debris facilities.
- Maintain Debris delivery logs and other necessary files.
- Inform Debris Management Director when temporary storage facilities will be necessary.
- Provide information regarding collection operations to the Public Information Coordinator.
- Provide your relief with a briefing at shift change, informing him/her of all ongoing activities, Debris Management Center objectives for the next operational period, and any other pertaining information.

#### **Demobilization**

- Follow the generic demobilization checklist.
- Ensure temporary storage facilities are returned to their pre-event condition.
- Ensure that debris tonnage jurisdictional allocation is accurate.
- Ensure that all necessary data and records are submitted to the EOC Finance Unit for reimbursement in a useful and accurate form, and in a timely manner.

## **Debris Management Center**

### **Service Contracts Coordinator Checklist**

#### **Responsibilities**

1. Manage external service contracts related to debris collection, transportation, storage, recycling, and disposal.
2. Supervise administrative staff support.

#### **Activation Phase**

Ensure contracts are competitively let.

Execute contracts deemed inevitable by the DMD.

Assist Debris Collection Coordinator with procuring external services for collection.

Assist Debris Facilities Coordinator with procuring equipment and services.

#### **Operational Phase**

- Ensure contracts are competitively let.
- Execute additional contracts deemed necessary by the DMD.
- Compile and maintain accurate records of contractor's activity.
- Ensure that all necessary data and records are submitted to the EOC Finance Unit for reimbursement in a useful and accurate form, and in a timely manner.
- With the help from Administrative Support Staff, manage load ticket information, debris tracking records; keep track of citizen debris removal requests and/or complaints.
- Provide your relief with a briefing with a briefing at shift change, informing him/her of all ongoing activities, Debris Management Center objectives for the next operational period, and any other pertaining information.

#### **Demobilization Phase**

- Follow generic demobilization checklist.
- Ensure that all necessary data and records are submitted to the EOC Finance Unit for reimbursement in a useful and accurate form, and in a timely manner.

## **Debris Management Center**

### **External Agency Coordinator Checklist**

#### **Responsibilities**

1. Remain up-to-date on the status of DMC operations.
2. Keep governmental and private agencies involved in debris cleanup informed of DMC operations.
3. Keep DMC informed of debris management activities of governmental and private agencies.

#### **Activation Phase**

- Establish accurate direct contact information with Points-of Contact at other governmental and private agencies involved in disaster response, especially regarding disaster debris management.

#### **Operational Phase**

- Maintain accurate and up-to-date information on times, place, and agendas of government and private agency meetings regarding disaster response, especially regarding debris management.
- Attend, or ensure that the DMC is represented at those meetings.
- Coordinate all contacts with the media with the Public.
- Provide your relief with a briefing at shift change, informing him/her of all ongoing activities, Debris Management Center objectives for the next operational period, and any other pertaining information.

#### **Demobilization Phase**

- Follow the generic demobilization checklist.
- Maintain accurate and up-to-date information on times, places, and agendas of government and private agency meetings regarding disaster response, especially regarding debris management.
- Attend, or ensure that the DMC is represented at, those meetings.

## **Debris Management Center**

### **Public Information Coordinator Checklist**

#### **Responsibilities**

1. Disseminate accurate disaster debris cleanup information to the general public.
2. Coordinate public information dissemination with the EOC public Information Officer.

#### **Activation Phase**

- Consult with EOC PIO and establish scope of content that can be disseminated independently from the ECO PIO.
- Establish contacts with media that will utilized throughout Operational Phase.
- Coordinate with EOC PIO to releaser through the media instructions to the general public regarding debris management.

#### **Operational Phase**

- Solicit daily briefing from Debris Management Director, and each DMC Coordinator on status of implementation of debris management plan.
- Determine best methods of information dissemination, outlined in Chapter 7 the debris management plan that will be necessary.
- Disseminate accurate disaster debris cleanup information to the general public, using DMC support staff as necessary in case of canvassing.
- Provide your relief with a briefing at shift change, informing him/her of all ongoing activities, Debris management Center objectives for the next operational period, and any other pertaining information.

#### **Demobilization Phase**

Follow the generic demobilization checklist.

## **Debris Management Center**

### **Hazardous Materials Coordinator Checklist**

#### **Responsibilities**

1. Maintain Household Hazardous Material facility compliance/
2. Coordinate disaster-related interdepartmental hazardous material management efforts.

#### **Activation Phase**

- With the Public Information Coordinator, disseminate information that normal HHW operations are closed for the duration of disaster response.
- Determine if temporary disaster-related HHW facilities will be necessary.
- Determine if outside contractors will be necessary to execute collection of disaster-related HHW.

#### **Operational Phase**

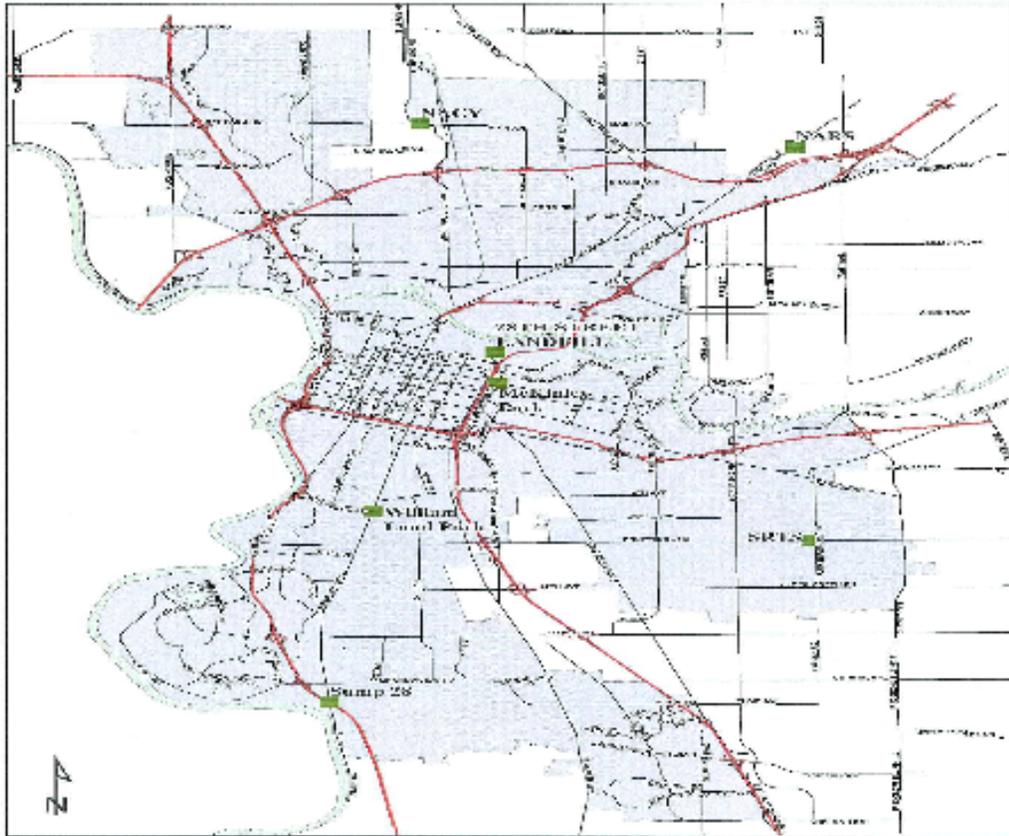
- Work WITH Debris Facility Coordinator to ensure that any HHW management areas at Temporary facilities are established properly and in regulatory compliance.
- Coordinate with, and assist as necessary, the Environmental Management Department.
- Provide your relief with a briefing at shift change, informing him/her of all ongoing activities, Debris Management Center objectives for the next operational period, and any other pertaining information.

#### **Demobilization Phase**

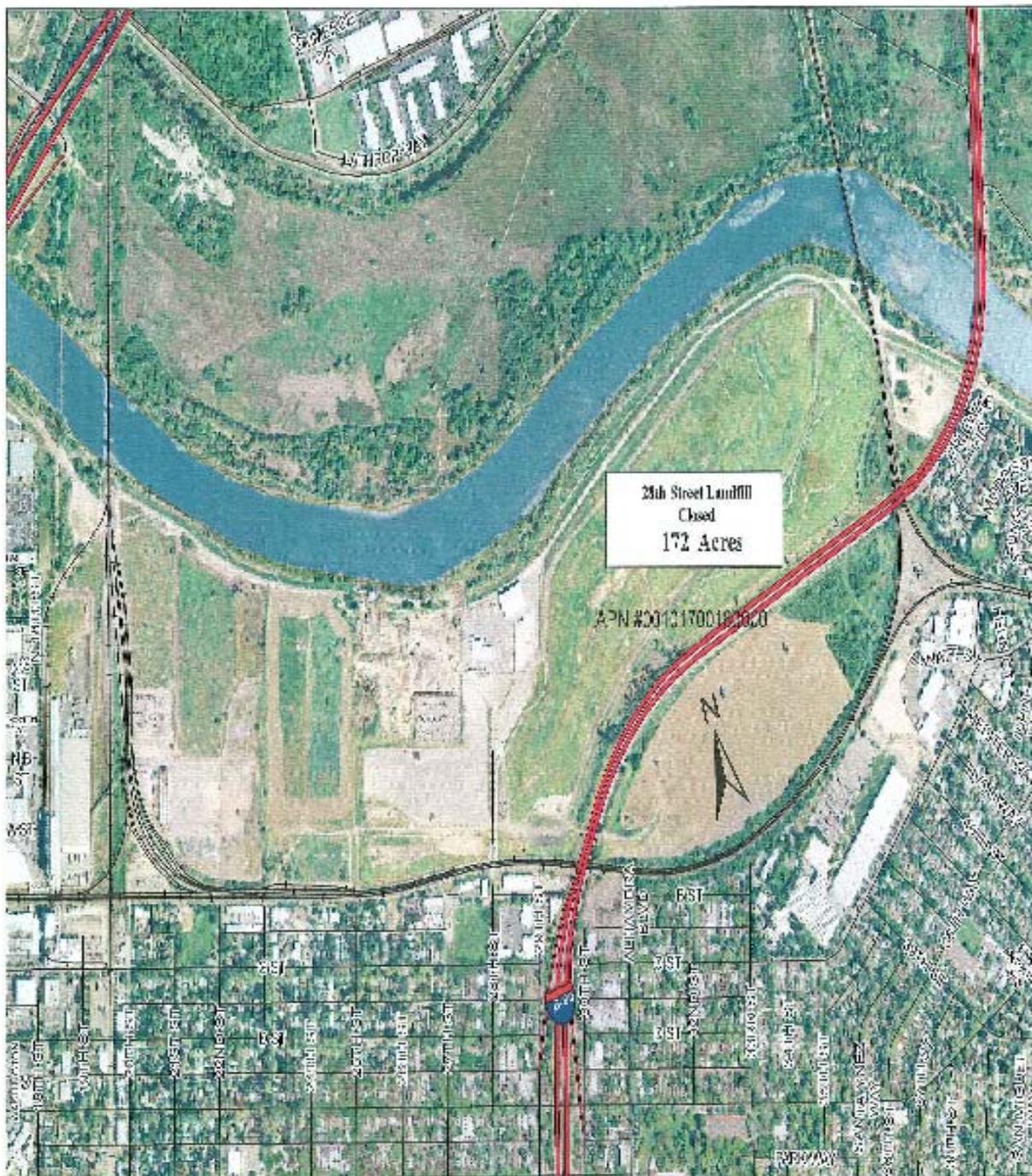
- Follow the generic demobilization checklist.
- On direction from the DMD, reopen normal HHW facilities.

**ATTACHMENT 13**

**MAP OF CITY PRE-DESIGNATED TDSR SITES**



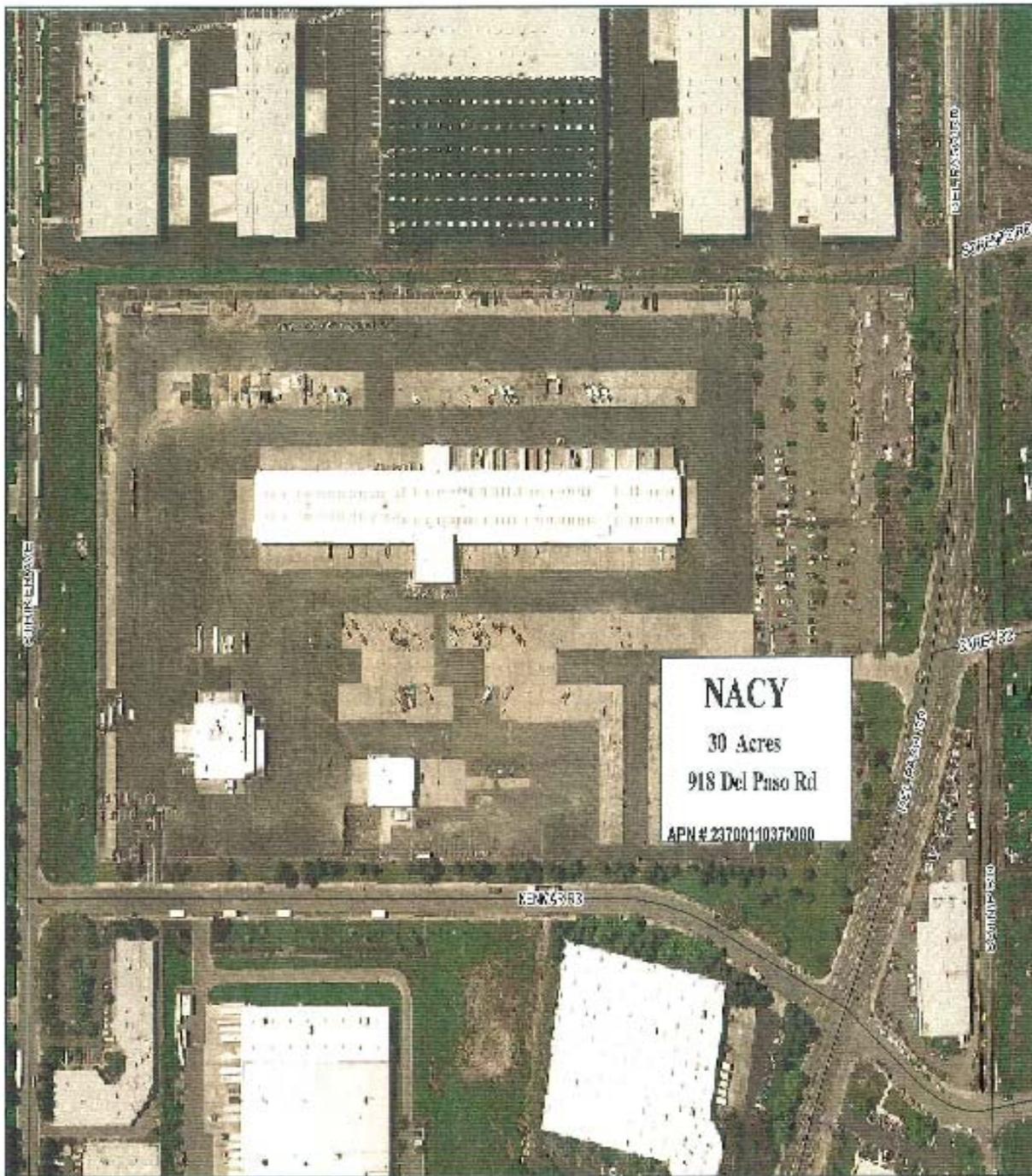
ATTACHMENT 14A



ATTACHMENT 14B



ATTACHMENT 14C



ATTACHMENT 14D



ATTACHMENT 14E



ATTACHMENT 14F



**ATTACHMENT 14G**





# SOLID WASTE FACILITY PERMIT

Permit Number:

34-AA-0020

## 12. Legal Description of Facility:

The legal description of this facility is contained on page 1 of the Report of Disposal Site Information dated December 14, 2001. Township 8N, Ranges 5E and 6E, Mount Diablo Base and Meridian, and appears on the US Geological Survey 7.5 minute maps titled Sacramento East and Carmichael. APNs: 061-0180-003, 004, 007, 015, 016, 017, 024, 025 and 061 0150-003, 015, 016, 027, 028.

## 13. Findings:

- a. This permit is consistent with the Sacramento County Integrated Waste Management Plan, which was approved by the CIWMB on 1/1999. The location of the facility is identified in the Countywide Siting Element, pursuant to Public Resources Code (PRC), Section 50001(a).
- b. This permit is consistent with the standards adopted by the CIWMB, pursuant to PRC 44010.
- c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.
- d. The City of Sacramento Fire Department has determined that the facility is in conformance with applicable fire standards, pursuant to PRC, 44151.
- e. A Negative Declaration was filed with the State Clearinghouse (SCH #1996-022044) and certified by the Sacramento City Planning Commission on 4/25/96. The Negative Declaration describes and supports the design and operation which will be authorized by the issuance of this permit. A Notice of Determination was filed with the State Clearinghouse on 4/25/96. A Technical Addendum to the Negative Declaration was prepared by Sacramento County Environmental Management Department on February 1, 2002. An additional Technical Addendum to the Negative Declaration was prepared by Sacramento County Environmental Management Department on August 26, 2005.
- f. On April 25, 1996, the Sacramento City Planning Commission made a determination that the facility is consistent with, and designated in, the applicable General Plan, in accordance with Public Resources Code, Section 50000.5(a).
- g. On April 25, 1996, the Sacramento City Planning Commission made a written finding that surrounding land use is compatible with the facility operation, as required in Public Resources Code, Section 50000.5(b).

## 14. Prohibitions:

The permittee is prohibited from accepting the following wastes:

Hazardous, radioactive, medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Report of Facility Information and approved amendments thereto and as approved by the enforcement agency and other federal, state, and local agencies.

The permittee is further prohibited from: 1) Disposal of liquid or semi-solid waste (<50% solid); 2) Disposal of large dead animals; 3) Disposal of hot or burning ashes; 4) Disposal of fuel contaminated soils; 5) Disposal of dewatered non-hazardous, non-POTW sludges; 6) Acceptance of friable asbestos; 7) Acceptance of putrescible household waste.

## 15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Report of Disposal Site Information	12/2001	Preliminary Closure and Postclosure Maintenance Plan	3/1996
Amendments	8/2005		
Waste Discharge Requirements Order No. 96-177	6/1996	Closure Financial Assurance Documentation	8/2005
APCD Permit to Operate # renew'd yearly	8/2004	Operating Liability Certification	7/21/05
Negative Declaration (SCH #1996022044)	4/25/96	Land Use and/or Conditional Use Permit	4/1996
Technical Addendum	2/2002		
Technical Addendum	8/2005		

Page 2 of 4

# SOLID WASTE FACILITY PERMIT

Permit Number:

34-AA-0020

## 16. Self Monitoring:

The owner/operator shall submit a written report of the results of all self monitoring programs to the LEA within 15 days of the end of the reporting period (for example, 1st quarter = January – March, the report is due by April 15, etc.). Additionally, LEA staff will review the self monitoring records at the facility during routine inspections.

Program	Reporting Frequency
a. The types and quantities (in tons) of waste, including separated or commingled recyclables, entering the facility per day.	Quarterly
b. The number and types of vehicles using the facility per day.	Quarterly
c. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Quarterly
d. Special occurrences log. Report to include any special occurrence and the operator's response to the event (fires, accidents, injuries, major mechanical breakdown, major hazardous material incident)	Quarterly
e. Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints.	Quarterly
f. Results of the landfill gas monitoring program.	Quarterly
g. Results of the groundwater monitoring program as required in the WDRs.	Semi-annual - due January 31 and July 31
h. Wet weather preparedness report/water operations plan.	Annual - due by November 1
i. Application for revision of Solid Waste Facility Permit	180 days prior to change
j. Waste Density Analysis Report	Semi-Annual- Due July 15 and January 15

Page 3 of 4

# SOLID WASTE FACILITY PERMIT

Facility Number:

34-AA-0020

## 17. Enforcement Agency (EA) Conditions:

- a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 27, California Code of Regulations.
- b. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change to the LEA at least 180 days in advance of the change.
- c. A copy of this permit shall be maintained at the facility.
- d. As outlined in Section 16 of this permit, the operator shall maintain accurate daily records of the volume and tonnage received and number of vehicles accessing the facility. These reports shall be made readily available at the facility to the LEA or other regulatory personnel.
- e. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the LEA at all times.
- f. Incidents involving unlawful disposal or spills of hazardous materials shall be reported to the LEA within 24 hours.
- g. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the LEA.
- h. The facility is authorized to store limited amounts of recovered materials that can be reused or undergo further processing. The storage area shall not create a public health or safety hazard.
- i. This permit is subject to review by the LEA and may be suspended, revoked, or revised at any time for sufficient cause.
- j. The LEA reserves the right to suspend or modify waste receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
- k. The LEA reserves the right to require additional measures as needed to adequately control nuisances resulting from landfill operations.
- l. The operator shall comply with local mandates for waste diversion in order to facilitate the attainment of AB 939 goals.
- m. The facility shall not receive more than 10,000 cubic yards per day of waste. This condition does not suspend the permit tonnage limit of 4125 inbound tons per day.

## ATTACHMENT 15 B

### FACILITIES PERMITS FOR PRE-DESIGNATED TDSR SITES

#### BLT/SRTS

<b>SOLID WASTE FACILITY PERMIT</b>		Facility Number: <b>34-AA-0195</b>																																							
<b>1. Name and Street Address of Facility:</b> Sacramento Recycling and Transfer Station 8491 Frairidge Road Sacramento, California 95826	<b>2. Name and Mailing Address of Operator:</b> BLT Enterprises of Sacramento, Inc. 8491 Frairidge Road Sacramento, California 95826	<b>3. Name and Mailing Address of Owner:</b> BLT Enterprises of Sacramento, Inc. 501 Spectrum Circle Oxnard, California 93030																																							
<b>4. Specifications:</b>																																									
<b>a. Permitted Operations:</b> <input type="checkbox"/> Solid Waste Disposal Site <span style="float: right;"><input type="checkbox"/> Transformation Facility</span> <input checked="" type="checkbox"/> Transfer/Processing Facility <input type="checkbox"/> Composting Facility <span style="float: right;"><input type="checkbox"/> Other:</span>																																									
<b>b. Permitted Hours of Operation:</b> (Receipt of Refuse/Waste) 5:00am to 10:00pm 7 days per week (Ancillary Operations/Facility Operating Hours) 24-hours per day, 7 days per week Visitors Center by appointment																																									
<b>c. Permitted Maximum Tonnage:</b> <u>2,000</u> Tons per day																																									
<b>d. Permitted Traffic Volume:</b> <u>2,492</u> Passenger Car Equivalents (PCE) trip ends per day																																									
<b>e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CIWMB validations):</b>																																									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 15%;">Total</th> <th style="width: 15%;">Disposal</th> <th style="width: 15%;">Transfer/Processing</th> <th style="width: 15%;">Composting</th> <th style="width: 15%;">Transformation</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Permitted Area (in acres)</td> <td style="text-align: center;">19.5</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">19.5</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td style="padding: 2px;">Design Capacity (TPD)</td> <td></td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">2,500</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td style="padding: 2px;">Max. Elevation (Ft. MSL)</td> <td></td> <td style="text-align: center;">N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;">Max. Depth (Ft. MSL)</td> <td></td> <td style="text-align: center;">N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;">Estimated Closure Year</td> <td></td> <td style="text-align: center;">N/A</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Total	Disposal	Transfer/Processing	Composting	Transformation	Permitted Area (in acres)	19.5	N/A	19.5	N/A	N/A	Design Capacity (TPD)		N/A	2,500	N/A	N/A	Max. Elevation (Ft. MSL)		N/A				Max. Depth (Ft. MSL)		N/A				Estimated Closure Year		N/A			
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Estimated Closure Year		N/A																																							
Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.																																									
<b>5. Approval:</b>  Approving Officer Signature Dennis Green, Chief, Hazardous Materials Division			<b>6. Enforcement Agency Name and Address:</b>  Sacramento County Environmental Management Department 8475 Jackson Road, Suite 240 Sacramento, CA 95826																																						
<b>7. Date Received by CIWMB:</b> March 28, 2006			<b>8. CIWMB Concurrence Date:</b> APR 11 2006																																						
<b>9. Permit Issued Date:</b> April 14, 2006	<b>10. Permit Review Due Date:</b> April 14, 2011	<b>11. Owner/Operator Transfer Date:</b>																																							

# SOLID WASTE FACILITY PERMIT

Facility Number:

**34-AA-0195****12. Legal Description of Facility:** APN 061-0173-028-000, S.E. ¼ Section 23 T8N, R5E, MDB8M**13. Findings:**

- a. This permit is consistent with the Sacramento County Integrated Waste Management Plan, which was approved by the CIWMB on November 18, 2003. The location of the facility is identified in the Non-disposal Facility Element for the City of Sacramento, dated June 15, 2004, pursuant to Public Resources Code (PRC), Section 50301(a).
- b. This permit is consistent with the standards adopted by the CIWMB, pursuant to PRC 44010.
- c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.
- d. An Environmental Impact Report (EIR) (SCH# 1998012046) was filed on June 25, 1998 and certified by the City of Sacramento Planning Commission on September 1, 1998. Additionally, an Addendum to the EIR was certified by the City of Sacramento Planning Commission in accordance with Section 15164 of the CEQA Guidelines – March 2000. The EIR and Addendum describe and support the design and operation, which will be authorized by the issuance of this permit. A Notice of Determination is filed with the State Clearinghouse for this facility pursuant to Public Resources Code, Section 21381.6 – March 9, 2001.
- e. On January 25, 2006, the Sacramento County Local Enforcement Agency held a public hearing pursuant to the provisions of AB 1497, Public Resources Code 44304(b).

**14. Prohibitions:**

The permittee is prohibited from accepting the following wastes:

Hazardous, radioactive, medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Report of Facility Information and approved amendments thereto and as approved by the enforcement agency and other federal, state, and local agencies.

Exempted from these prohibitions are the household hazardous wastes accepted by the A.B.U.P. Drop and curbside recycling programs as follows: motor oil, oil filters, water based paints, car batteries, and antifreeze.

The permittee is additionally prohibited from the following items: 1) Open burning; 2) Scavenging; 3) Sewage sludge; and 4) Untreated medical waste.

**15. The following documents describe and/or restrict the operation of this facility:**

	Date		Date
Transfer/Processing Report	1/06	Preliminary Closure and Post-closure Maintenance Plan	N/A
Waste Discharge Requirements Order No.	N/A	Closure Financial Assurance Documentation	N/A
APCD Permit to Operate - stand-by engine #14783	10/24/01	Operating Liability Certification	N/A
EIR, EIR Addendum (SCH # 1998012046) Addendum	6/98 3/00	Special Use Permit (98-461) Modification (A-P00-089)	9/1/98 7/11/00

# SOLID WASTE FACILITY PERMIT

Permit Number:

34-AA-0195

## 16. Self Monitoring:

The owner/operator shall submit the results of all self monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period (for example, 1st quarter - January - March, the report is due by April 30, etc.). Information required on an annual basis shall be submitted with the 4th quarter monitoring report, unless otherwise stated.)

Program	Reporting Frequency
a. The types and quantities (in tons) of waste, including separated or commingled recyclables, received by the facility and removed by the facility per day.	Quarterly
b. The number and types of vehicles using the facility per day presented in serial number of vehicles, vehicle types, conversion rates, and computed passenger car equivalents (PCEs).	Quarterly
c. Log the daily quantity of recycled material stored on-site. The amounts shipped off-site must be calculated and reported monthly.	Quarterly
d. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Quarterly
e. Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints.	Quarterly
f. Summary of the daily log of special occurrences, i.e. accidents, fires, explosions, hazardous waste incidents, public nuisances, unscheduled shutdowns, etc. and the operator's action in response to the event.	Quarterly
g. Logs and reports of all employee and customer injuries.	Quarterly
h. An employee training log with dates of training and course descriptions. This shall be maintained and kept current.	Copies submitted upon request by the LEA.
i. An application for revision of a Solid Waste Facility Permit	180 days prior to making a change.
<u>All records must be maintained on-site for review by the LEA during an inspection.</u>	

# SOLID WASTE FACILITY PERMIT

Facility Number:

34-AA-0195

## 17. Local Enforcement Agency (LEA) Conditions:

- a. The operator shall comply with all federal, state, and local enactments including any mitigation measures given in any certified environmental document filed pursuant to the Public Resources Code, Section 21081.6 and subsequent amendments.
- b. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in CCR Title 14.
- c. The facility is permitted to receive non-hazardous municipal solid waste. This includes residential, commercial, and self-haul waste, as well as source-separated materials from curbside collection programs, commercial recycling programs, separate yard waste collection or other programs. Receipt, bulking and storage of waste oil associated with the curbside collection program is constrained to the activity described in the TPR, dated January 2006. No designated, special, untreated medical waste, or hazardous materials shall be accepted. A Hazardous Waste Load Checking Program shall be implemented to enforce this policy. Exception: A separate household hazardous waste collection facility exists and is permitted by the local CLUPA for the acceptance of household hazardous wastes. All federal, state, and local hazardous waste laws are applicable.
- d. All activities, including the stored material, shall be handled in a manner that will prevent the attraction, breeding, and harborage of vectors and/or cause a public nuisance.
- e. Only recyclable material that has been baled, palletized, and/or containerized may be stored outdoors in the designated areas.
- f. The Material Recovery Facility (MRF) fines or be used as alternative daily cover (ADC) has been approved for a removal frequency of up to 7 days. At any time this material is determined to be contributing to the propagation or attraction of flies, rodents, or other vectors, the alternative removal frequency will no longer be approved, and the material will be required to be removed within 48 hours of receipt.
- g. The operator shall use the following formula for calculating permitted traffic volume in Passenger Car Equivalents (PCEs):  
Trip ends = # vehicles (for each vehicle category) x PCE conversion factor x 2 (for round trips). Vehicle categories and corresponding PCE conversion factors: Self-haul vehicles = 1.5 PCE; Collection and recycling trucks = 2.7 PCE; Transfer and recyclable sales trucks = 3.7 PCE.
- h. The operator shall comply with all requirements of all applicable laws pertaining to employee health and safety. The operator shall ensure that comprehensive site safety evaluations are conducted at this facility and shall maintain a written injury and illness prevention plan (IIPP) on-site that meets all of the provisions of the California Code of Regulations, Title 8, Section 3203. This document must be available to all personnel, LEA, and other regulatory agencies upon request.
- i. Records of employee training for health and safety, operation, and maintenance of the site shall be maintained on the site and be available for inspection by the LEA and/or other duly authorized regulatory agency.
- j. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the LEA at all times.
- k. Any complaints about the facility received by the operator shall be forwarded to the LEA within one working day. The operator shall notify the LEA by telephone within 24 hours of all incidents requiring the implementation of emergency procedures.
- l. Any change in the owner/operator of the facility would require that the LEA be notified at least 45 days prior to the change.
- m. Should rail haul transportation become economically viable, an intermodal/container handling facility will be established at the transfer station. Prior to implementing any physical or operational changes for the rail haul activity, the operator shall submit an application for an RFI amendment for a determination by the LEA.
- n. The maximum permitted daily tonnage for this facility is 2,000 TPD, and shall not receive more than this amount without a revision of this permit.
- o. This permit is subject to review by the LEA and may be suspended, revoked, or revised at any time for sufficient cause.
- p. The LEA reserves the right to suspend or modify waste receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
- q. The LEA reserves the right to request and receive from the owner/operator any information that it deems necessary to conduct an inspection or to review and/or revise a Solid Waste Facility Permit.
- r. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of a TPR amendment, to the LEA at least 180 days in advance of the change.
- s. The operator shall notify the LEA in writing of any proposed changes to the existing footprint of the fixed MRF equipment at least 45 days prior to any changes. Such a change may require an RFI amendment.
- t. A copy of this permit shall be maintained at the facility.

## ATTACHMENT 15 C

### FACILITIES PERMITS FOR PRE-DESIGNATED TDSR SITES

#### NARS

<b>SOLID WASTE FACILITY PERMIT</b>		Facility Number: <b>34-AA-0002</b>			
<b>1. Name and Street Address of Facility:</b> North Aren Recovery Station 4450 Roseville Road North Highlands, CA 95660	<b>2. Name and Mailing Address of Operator:</b> Sacramento County Department of Public Works 9850 Goethe Road Sacramento, CA 95827-3500	<b>3. Name and Mailing Address of Owner:</b> Same as Operator			
<b>4. Specifications:</b>					
<b>a. Permitted Operations:</b> <input type="checkbox"/> Solid Waste Disposal Site <span style="margin-left: 200px;"><input type="checkbox"/> Transformation Facility</span> <input checked="" type="checkbox"/> Transfer/Processing Facility (MRF) <span style="margin-left: 100px;"><input checked="" type="checkbox"/> Other: Permanent Household Hazardous Waste Collection Facility</span> <input type="checkbox"/> Composting Facility (Green Material)					
<b>b. Permitted Hours of Operation:</b> (Receipt of Refuse/Waste) 6:00 AM to 8:00 PM open to public (Ancillary Operations/Facility Operating Hours) 24-Hour transfer operations					
<b>c. Permitted Maximum Tonnage:</b> <u>1800</u> Tons per Day					
<b>d. Permitted Traffic Volume:</b> <u>834</u> Vehicle Trips					
<b>e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CIWMB validations):</b>					
	Total	Disposal	Transfer/Processing	Composting	Transformation
Permitted Area (in acres)	23.5	N/A	23.5	N/A	N/A
Design Capacity (tons)	N/A	N/A	1800 tpd	N/A	N/A
Max. Elevation (Ft. MSL)	N/A	N/A	N/A	N/A	N/A
Max. Depth (Ft. MSL)	N/A	N/A	N/A	N/A	N/A
Estimated Closure Year	N/A	N/A	N/A	N/A	N/A
Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.					
<b>5. Approval:</b> Approving Officer Signature			<b>6. Enforcement Agency Name and Address:</b> Sacramento County Environmental Management Department Environmental Health Division 8475 Jackson Road-Suite 240 Sacramento, CA 95826		
<b>7. Date Received by CIWMB:</b> <div style="text-align: right; font-weight: bold;">APR 02 2002</div>			<b>8. CIWMB Concurrence Date:</b> <div style="text-align: right; font-weight: bold;">MAY 10 2002</div>		
<b>9. Permit Issued Date:</b> <div style="text-align: right; font-weight: bold;">5/16/02</div>	<b>10. Permit Review Due Date:</b> <div style="text-align: right; font-weight: bold;">5/16/07</div>		<b>11. Owner/Operator Transfer Date:</b>		

# SOLID WASTE FACILITY PERMIT

Facility Number:

34-AA-0002

## 12. Legal Description of Facility:

Legal description of this facility: POR NE ¼ SEC RANCHO DEL PAS, BEG SE COR O.S. 34-37; TH FR P O B N. 89% 37'32" W 1,839.30 FT TO SE LN S.P.R.R. R/W; TH N. 39% 57'11" EALG SD R/W 944.42 FT; TH S. 89% 42' 10" E 1,237.67 FT; TH S. 00% 22' 28" W 729.80 FT TO THE P O BEXC PUBLIC R/W CONTG 23.55 AC/M/L.

## 13. Findings:

- a. This permit is consistent with the County of Sacramento County Integrated Waste Management Plan, which was approved by the CIWMB on May 27, 1998. The location of the facility is identified in the County-wide Siting Element pursuant to Public Resources Code (PRC), Section 50001(a).
- b. This permit is consistent with the standards adopted by the CIWMB, pursuant to PRC 44010.
- c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.
- d. The American River Fire Department has determined that the facility is in conformance with applicable fire standards, pursuant to PRC, 44151.
- e. A Notice of Determination was filed with the State Clearinghouse (SCH # 98062038) and certified by the County of Sacramento, Department of Review and assessment on August 18, 1998. The Negative Declaration describes and supports the design and operation which will be authorized by the issuance of this permit.

## 14. Prohibitions:

The permittee is prohibited from accepting any liquid sludge, non-hazardous waste requiring special handling, designated waste, or hazardous waste unless such waste is specifically listed below, and unless the acceptance of such waste is authorized by all applicable permits. Exempted from this prohibition are the household hazardous waste and conditionally exempt small quantity generators.

The permittee is additionally prohibited from: 1) Open Burning; 2) Public Servicing; 3) Acceptance of Sewage Sludge; and 4) Acceptance of commercially-generated Medical Waste.

## 15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Report of Facility Information	2/98	Preliminary Closure and Post-Closure Maintenance Plan	N/A
Amendments	6/9/99		
Waste Discharge Requirements Order No.	N/A	Closure Financial Assurance Documentation	N/A
APCD Permit to Operate #	N/A	Operating Liability Certification	N/A
Land Use and/or Conditional Use Permit	5/27/75	EUR or Negative Declaration	8/18/98
EPA Generator # L00B-112-252		NPDES # 5A34S007295	

**SOLID WASTE FACILITY PERMIT**

Facility Number:

**34-AA-0002****16. Self Monitoring:**

The owner/operator shall submit the results of all self monitoring programs, as described in the Report of Facility Information, to the Enforcement Agency within 30 days of the end of the reporting period. The report shall be submitted as follows:

Program	Reporting Frequency
a. Daily Weight/Volume Records showing the amount of refuse received in tons per day.	Monthly
b. The number and types of vehicles using the facility per day.	Quarterly
c. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Monthly
d. Logs and reports of special occurrences and the operator's action in response to the event.	Monthly
e. Quantities of recycled material that are diverted from land filling (i.e. wood, green waste, waste tires, latex paint, and recyclable metal).	Quarterly
f. Logs and reports of all employee and customer injuries.	Quarterly
g. Application for revision of Solid Waste Facility Permit	120 prior to making changes
h. An employee training log with dates of training, and course descriptions. This shall be maintained and kept current.	Upon request of the LEA

**SOLID WASTE FACILITY PERMIT**

Facility Number:

**34-AA-0002**

Page 3 of 4

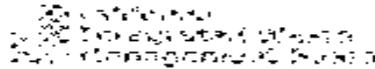
17. Enforcement Agency (EA) Conditions:

- a. The operator shall comply with all Federal, State, and Local requirements and covenants including any mitigation measures given in any certified environmental document file pursuant to Public Resources Code, Section 21081.6.
- b. This facility shall comply with all provisions mandated under the State Minimum Standards for Solid Waste Handling and Disposal.
- c. The operator shall maintain a copy of this permit at the facility, so it will be available at all times to facility personnel and to Enforcement Agency personnel.
- d. Any material stored outside of the waste bins shall be handled in a manner that will prevent the harborage of vectors.
- e. The operator shall notify the LEA, in writing, of any proposed changes in the facility design or operation. In no case shall the operator undertake any change unless the operator first submits to the Local Enforcement Agency a notice of the change(s) at 150 days prior to the changes taking place. Any significant change as determined by the Local Enforcement Agency would require a revision of the Solid Waste Facilities Permit.
- f. The operator shall comply with all of the requirements of all applicable laws pertaining to employees' health and safety. The operator shall ensure that the comprehensive site safety evaluations are conducted at this facility and shall maintain a written employee injury and illness prevention plan (EIP) onsite that meets all the provisions of the California Code of Regulations, Title 8, Section 3203. This document must be available to all personnel, LEA and other regulatory agencies.
- g. Records of employee training for health and safety, operation and maintenance of the site shall be maintained on the site and be available for inspection by the LEA and/or duly authorized regulatory agency.
- h. Any change in the owner/operator of the facility would require that the LEA be notified at least 45 days prior to the change.
- i. The operator shall have an established cleaning schedule for areas of the facility that do not have a cleaning frequency specified in the Report of Facility Information.
- j. The operator will maintain a log of special/unusual occurrences. The operator shall maintain this at the station and make it available for employees and/or Enforcement Agency personnel.
- k. Any complaints about the facility received by its operator shall be forwarded to the LEA within one working day.
- l. This permit is subject to review by the LEA and may be suspended and/or revoked at any time for sufficient cause after a hearing by the Local Enforcement Agency's Hearing Panel.
- m. The LEA reserves the right to suspend waste receiving operations when it is deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
- n. The LEA reserves the right to request and receive from the owner/operator and information that it deems necessary to conduct an inspection or to review and/or write a Solid Waste Facilities Permit.
- o. The operator shall meet the local mandates for waste diversion of self-haul waste and must comply with the requirements of the Sacramento County Solid Waste Authority Board Resolution 96-01.
- p. Green waste must be removed within 48 hours upon receipt and transferred to a green waste processing facility.

# ATTACHMENT 15 D

## FACILITIES PERMITS FOR PRE-DESIGNATED TDSR SITES

### 28<sup>th</sup> STREET LANDFILL



#### Facility/Site Summary Details: (Storage of Solid Waste, Landfills, Open Space, etc.)

For this facility, please contact Local Enforcement Agency (LEA) below  
 CDM/B Contact: Frank Duvall  
 Phone Number: (916) 321-3721

Site ID: 28th St Landfill

Detail Inspection Enforcement Maps Documents

<b>Identification:</b> Location: Sacramento City Landfill 28th and 'A' Streets Sacramento, CA 95813 Latitude: 38.58735 Longitude: 121.48898 GIS Confidence: Msp		<b>Local Enforcement Agency (LEA):</b> County of Sacramento Environmental Management Department Environmental Compliance Division 1280 Armstrong Avenue, Suite A Yuba, CA 95905 Phone: (916) 875-8718 Fax: (916) 875-8513	
<b>Operator/Business Owner:</b> City of Sacramento Waste Management 821 Tenth St, Suite 600 Sacramento, CA 95814 Phone: (916) 224-7131 Fax: (916) 224-7771		<b>Land Owner(s):</b> City of Sacramento Waste Management 821 Tenth St, Suite 600 Sacramento, CA 95814 Phone: (916) 224-7131 Fax: (916) 224-7771	
<b>Surrounding Land Use:</b> Open Space - Paved			
<b>Permit Details:</b> Current Permit or EA Application Issue Date: September 21, 1984 Type: Full			
<b>Unit Specifications:</b> Data Accuracy:			
<b>Unit: 01</b>			
Activity:	Solid Waste Disposal Site	Inspection Frequency:	Quarterly
Class/Location:	Solid Waste Disposal Site		
Category:	Disposal		
Regulatory Status:	Permitted		
Operational Status:	Closed		
Operational Type:	Financial Assurance - Responsible		
Closed On Date:	12/11/84		
Closure Type:	Actual		
Waiver Type:			

For detailed information, contact the  
 Permitting Department (916) 875-8718  
 or the Environmental Compliance Division (916) 875-8513

Conditions of Use - Ready Policy  
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## ATTACHMENT 16

### Emergency Waiver of Standards

#### Title 14, California Code of Regulations, Division 7, Chapter 3

#### Section 17210 Scope and Applicability

- (a) This article informs an operator, who holds a valid solid waste facilities permit, of the process for applying for an emergency waiver of standards (waiver) in the event of a state of emergency or local emergency. The waiver grants an operator temporary relief from specific standards imposed by this Division or specific terms or conditions of a solid waste facilities permit issued pursuant to this Division. This Article implements and makes specific those provisions of Section 43035 of the Public Resources Code relating to the integrated waste management disaster plan.
- (b) This Article is not intended to limit the authority of the state or a local agency during a disaster or emergency.

**Note:** Authority cited: Sections 40502 and 43035, Public Resources Code.

**Reverence:** Sections 40001, 40002, 40051, 40052, 40053, 40054, 40055, 40056, 40057, 43020, and 43021, Public Resources Code.

#### Section 17210.1 Definitions

- (a) "Agency" means the local agency responsible for compiling the disposal information from haulers and operators. The county is the agency, unless a region is given the responsibility as part of a regional agreement.
- (b) "Board" means the California Integrated Waste Management Board.
- (c) "Disaster" means a natural catastrophe such as an earthquake, fire, flood, landslide, or volcanic eruption, or, regardless of cause, any explosion, fire, or flood.
- (d) "Disaster Debris" means nonhazardous solid waste caused by or directly related to a disaster.
- (e) "Diversion" means the directing of solid waste from disposal or transformation by means of recycling, reuse, or composting.

- (f) “Emergency Waiver of Standards” means the document signifying approval by an enforcement agency which allows an operator, who holds a valid solid waste facilities permit, the ability to deviate from specified state minimum solid waste standards or terms or conditions of a solid waste facilities permit issued pursuant to this Division. The waiver applies to the origin of waste; the rate of inflow for storage, transfer, or disposal of waste; the type and moisture content of solid waste; the hours of facility operation; and the storage time before transfer or disposal of wastes, at a solid waste facility. This includes the establishment of a locally-approved temporary transfer or processing site, if authorized by the enforcement by the enforcement agency.
- (g) “Enforcement Agency” means the agency designated pursuant to the requirements set forth in Public Resources Code, sections 43200 through 43221, or the Executive Director of the Board in the event that the enforcement agency (EA) is incapable of responding due to the nature of the emergency.
- (h) “Extent Feasible” is evidenced by the use of maximum efforts to recycle, reuse, or otherwise diver from disposal as much of the debris and other nonhazardous waste received by the solid waste facility as possible, as determined by the operator.
- (i) “Jurisdiction of Origin” means the incorporated city or the unincorporated area of the county where the waste originated.
- (j) “Local Emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city, and county, or city, as described in Government Code section 8558(c), which conditions are or are likely to be beyond the control of the services, personnel equipment, and facilities of that political subdivision and require the combined forces of other political subdivision to combat, as stated in the proclamation by the governing body of a county, city and county, or city, or by an official so designated by ordinance adopted by such governing body to issue such proclamation.
- (k) “State of Emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state, as described in Government Code section 8558(b), which conditions, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city, and require the combined forces of a mutual aid region or regions to combat, as stated in a proclamation by the Governor.

**Note:** Authority cited: Sections 40502 and 43035, Public Resources Code.

**Reference:** Section 40002, 43020, 40321 and 43035, Public Resources Code.

**Section 17210.2 Purpose and Limitation of Emergency Waiver**

- (a) An Emergency waiver may only be issued when there has been a proclamation of a state of emergency or local emergency, as those terms are defined in this Article.
- (b) An EA may approve and issue a waiver for the express purpose of enabling an operator of an existing permitted solid waste facility or a locally-approved temporary transfer or processing site to accept disaster debris and other nonhazardous waste, in a manner not consistent with the terms and conditions of the relevant solid waste facilities permit, during the recovery phase of a state of emergency or local emergency.
- (c) The waiver may apply to specified state minimum solid waste standards or a specific term or condition of a solid waste facilities permit at an existing solid waste facility or a locally-approved temporary transfer or processing site which are related to the following: the origin of waste; the rate of inflow for storage, transfer, processing, or disposal of waste; the type and moisture content of solid waste; the hours of facility operation; and the storage time before transfer, processing or disposal of nonhazardous waste.
- (d) The effective period of an initial waiver, once granted by the EA, shall not exceed 120 days. Upon receipt of the reports required in section 17210.5, the EA may extend the effective period of a waiver, as necessary, to assist in the recovery from an emergency.
- (e) All other state minimum standards and permit conditions which are not the subject of the waiver shall remain in effect.
- (f) A waiver may be modified, canceled, or revoked by the EA without advance notice should the EA determine that any of the following occurs:
  - (1) The use of such a waiver will cause or contribute to a public health and safety or environmental problem;
  - (2) The terms of the waiver are not being used expressly to handle the state of emergency or local emergency and are not in the best interest of the public health and safety;

(3)The waiver is no longer necessary;

(4)The solid waste facility operator is not utilizing disaster debris diversion programs to the extent feasible.

**Note:** Authority cited: Sections 40502 and 43035, Public Resources Code.

**Reference:** Section 40002, 43020, 43021, and 43035, Public Resources Code.

### **Section 172103 *Request for and Emergency Waiver***

(a) An operator may apply to an EA for a waiver after a disaster or emergency situation as defined in this Article, has been declared. The waiver shall only be granted with the express approval of the EA following a proclamation of emergency or declaration of disaster at the local or state levels.

(b) To obtain a waiver, a solid waste facility operator shall submit a written request to the EA. The request for a waiver shall include, but not be limited to, the following information:

(1) A listing of the existing solid waste facilities permit terms and conditions to be waived in order to facilitate recovery and disposal of disaster debris in the event of a declared disaster or emergency;

(2) A statement of the remaining disposal capacity of the solid waste disposal facility at the time of the request;

(3) A description of all facility-related diversion programs and on-site recycling facilities; and

(4) A listing of locally-approved temporary transfer or processing sites to be used to store disaster debris for future reuse or recycling.

**Note:** Authority cited: Sections 40502 and 43035, Public Resources Code.

**Reference:** Section 40002, 43020, 43021 and 43035, Public Resources Code.

### **Section 17210.4 *Granting an Emergency Waiver***

(a) The EA may grant a waiver during a proclamation of emergency upon making the following findings:

- (1) The operator applying for the waiver holds a valid solid waste facilities permit;
  - (2) The waiver will not pose a threat to public health and safety or the environment;
  - (3) The operator identifies and implements, to the extent feasible, diversion programs to maximize diversion through reuse, recycling, or composting of disaster-related waste.
- (b) Within 7 days of receipt of the solid waste facility operator's request for a waiver, the EA shall notify the solid waste facility operator in writing whether or not the request for waiver has been granted. If the proposed waiver is not granted, the EA's notification shall contain reasons for the denial. The solid waste facility operator may reapply for the waiver at a later date or submit necessary documentation to receive the waiver immediately.

**Note:** Authority cited: Sections 40502 and 43035, Public Resources Code.

**Reference:** Section 40002, 43020, 43021 and 43035, Public Resources Code.

***Section 17210.5 Reporting Requirements for a Solid Waste Facility Operator***

- (a) The solid waste facility operator shall submit a written report to the EA and the local county agency (agency) within 90 days of activation of the waiver and every 90 days thereafter for the effective period of the activated waiver.
- (b) The written report shall include the following information:
  - (1) The daily amount of disaster debris received, diverted, and disposed at the facility;
  - (2) The jurisdiction or origin for the disaster debris received at the facility;
  - (3) The increase in tonnage or volume of waste received per day during the effective period of the activated waiver; and
  - (4) The facilities used to process the disaster debris.

- (c) If pursuant to section 17210.2 (d) of this Article, the waiver is extended beyond 120 days, the operator shall submit a report, as described in subparagraph (b), to the EA and agency. The report shall be submitted once every 90 days until the end of the effective period of the waiver.
- (d) After the activated waiver expires, the solid waster facility operator shall continue to submit the information requested in item (b) above to the EA and agency, every 90 days, until there is no longer any discernible disaster related waste being processed or stored at the facility.

**Note:** Authority cited: Section 40502 and 43035, Public Resources Code.

**Reference:** Section 40002, 43020, 43021 and 43035, Public Resources Code.

### ***Section 17210.6 Reporting Requirements for and Enforcement Agency***

- (a) The EA shall transmit a copy of the approved waiver to the Board within 15 days of its issuance.
- (b) The EA shall submit a copy of the operator's written reports to the Board within 30 days of the receipt of the reports.

**Note:** Authority cited: Sections 40502 and 43035, Public Resources Code.

**Reference:** Section 40002, 43020, 43021 and 43035, Public Resources Code.

### ***Section 17210.7 Selection of a Solid Waste Facility for Emergency Disposal and Diversion***

- (a) In the event of a state of emergency or local emergency, the EA shall do the following:
  - (1) Assist the local government within its jurisdiction by providing a list of solid waste disposal facilities which have been granted a waiver. The list shall include site capacity for acceptance of waste, hours of operation, daily tonnage limits during the emergency and on-site recycling and diversion for disaster-related debris.
  - (2) Survey the solid waste facilities within its jurisdiction and determine the diversion programs available at the facilities. Diversion information will be made available by the EA to an affected local jurisdiction and to the public during a declared emergency.

**Note:** Authority cited: Sections 40502 and 43035, Public Resources Code.

**Reference:** Section 40002, 43020, 43021 and 43035, Public Resources Code.

**Section 17210.8 Authority of an Enforcement Agency**

- (a) An EA may approve waivers of minimum standards and specific terms or conditions of a solid waste facilities permit, as needed, to respond to a disaster or emergency situation, as defined in section 17210.1.

**Note:** Authority cited: Section 40502 and 43035, Public Resources Code.

**Reference:** Section 40001, 40002, 40051, 40053, 40054, 40055, 40056, 40057, 43020, and 43021, Public Resources Code.

**Section 17210.9 Executive Director's Powers and Duties Relative to the Emergency Waiver**

- (a) Once the waiver is issued, the Executive Director of the Board shall review all EA waiver approvals. The Executive Director may condition, limit, suspend, or terminate an operator's use of a waiver, if it is determined the use of the waiver would cause harm to public health and safety, or the environment.
- (b) The executive Director may condition, limit, suspend, or terminate an operator's use of a waiver if it is found that the operator has not utilized reasonably available waste diversion programs as identified in its waiver documentation.
- (c) The Executive Director shall report to the Board at a regularly scheduled meeting any granting of a waiver and all determinations made concerning the waiver.

**Note:** Authority cited: Sections 40502 and 43035, Public Resources Code.

**Reference:** Section 40002, 43020, 43021 and 43035, Public Resources Code.

*(Please note that the above regulations are an unofficial version of the regulations. The authoritative regulations are found in Barclays Official California Code of Regulations published by Barclays Law Publishers)*

<http://www.ciwmb.ca.gov/LEAAdvisory/41/AttachementA.htm>

**ATTACHMENT 17**

**(DOU Letterhead)**

**Draft Request for and Emergency Waiver of Standards**

Date:

Local Enforcement Agency (EMD)

Address,  
Sacramento, CA

Dear Sir/Madam,

Subject: Request for an Emergency Waiver of Standards-- \_\_\_\_\_ Site

The recent floods have resulted in the Governor of California declaring City of Sacramento a disaster area. Title 14 of the California Code of Regulations, California Integrated Waste Management Board, Chapter 3, Sections 17210 through 17210.9, address the process for an Emergency Wavier of Standards (Waiver) for solid waste facility permits. Pursuant to that process, we hereby request a Waiver and provide the information requested in Section 17210.3:

1. We request a wavier of solid waste facility permit tonnage limits for the \_\_\_\_\_ Site (Site). It is difficult to estimate at this time the amount of disaster-related debris that may come to the Site. The County staff is in the process of surveying the area for estimating the debris quantity. Our staff will apprise you of unusual increase in tonnages received.
2. Based on the most recent calculations, the approximate remaining disposal capacity is \_\_\_\_\_ million cubic yards of refuse. *(If the waiver is for Kiefer Landfill)*
3. Site personnel will make every effort to divert flood debris by recycling, composting, and other means.
4. The Site currently has following diversion programs in place,  
\_\_\_\_\_.

5. (**No, One or Two**) locally-approved temporary transfer or processing sites used to store disaster debris for future reuse or recycling have been established to date.

If you have any questions regarding this request for a Waiver, please contact me or \_\_\_\_\_ at (916) xxx-xxxx.

Very truly yours,

Original signed by:

Director

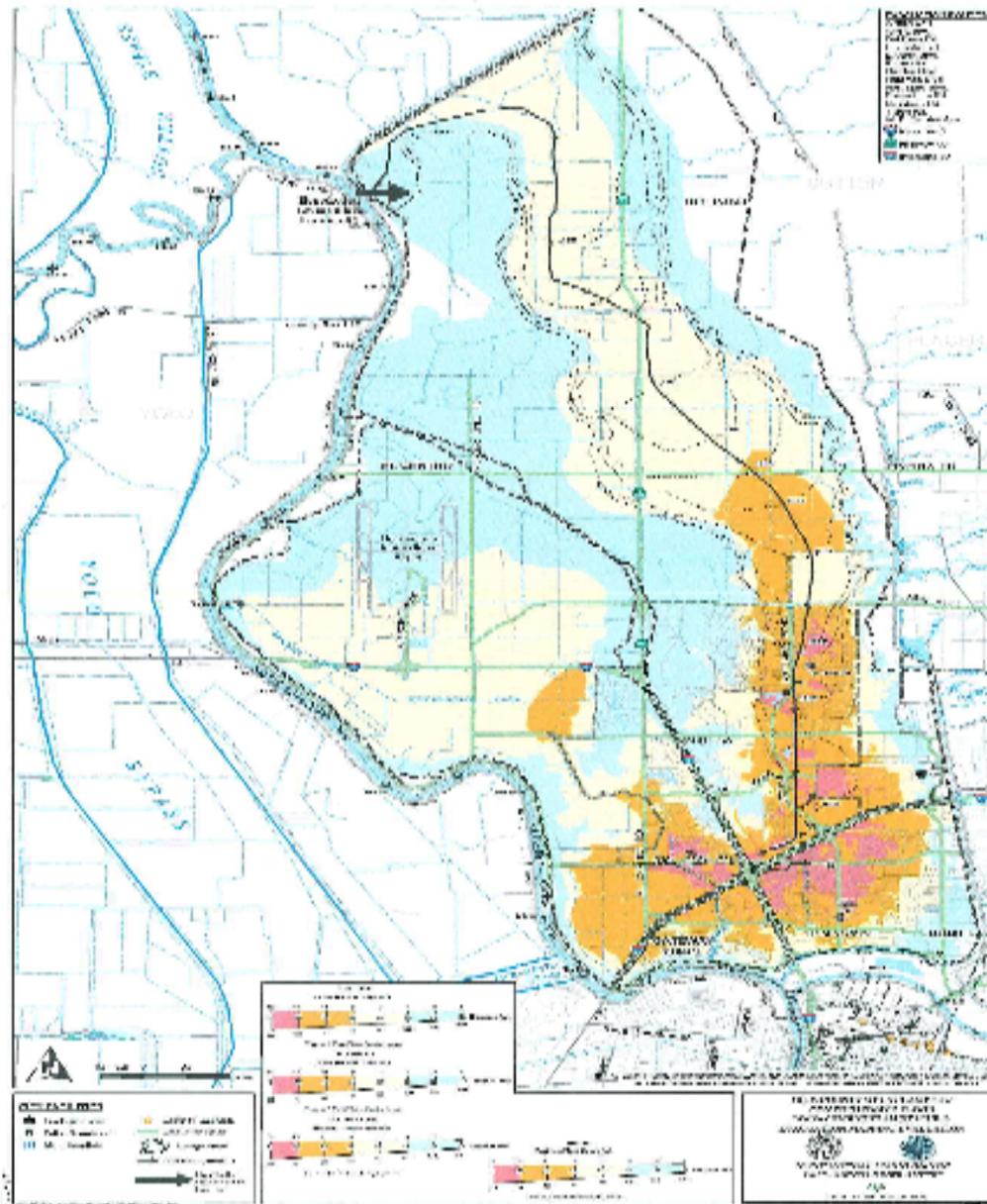
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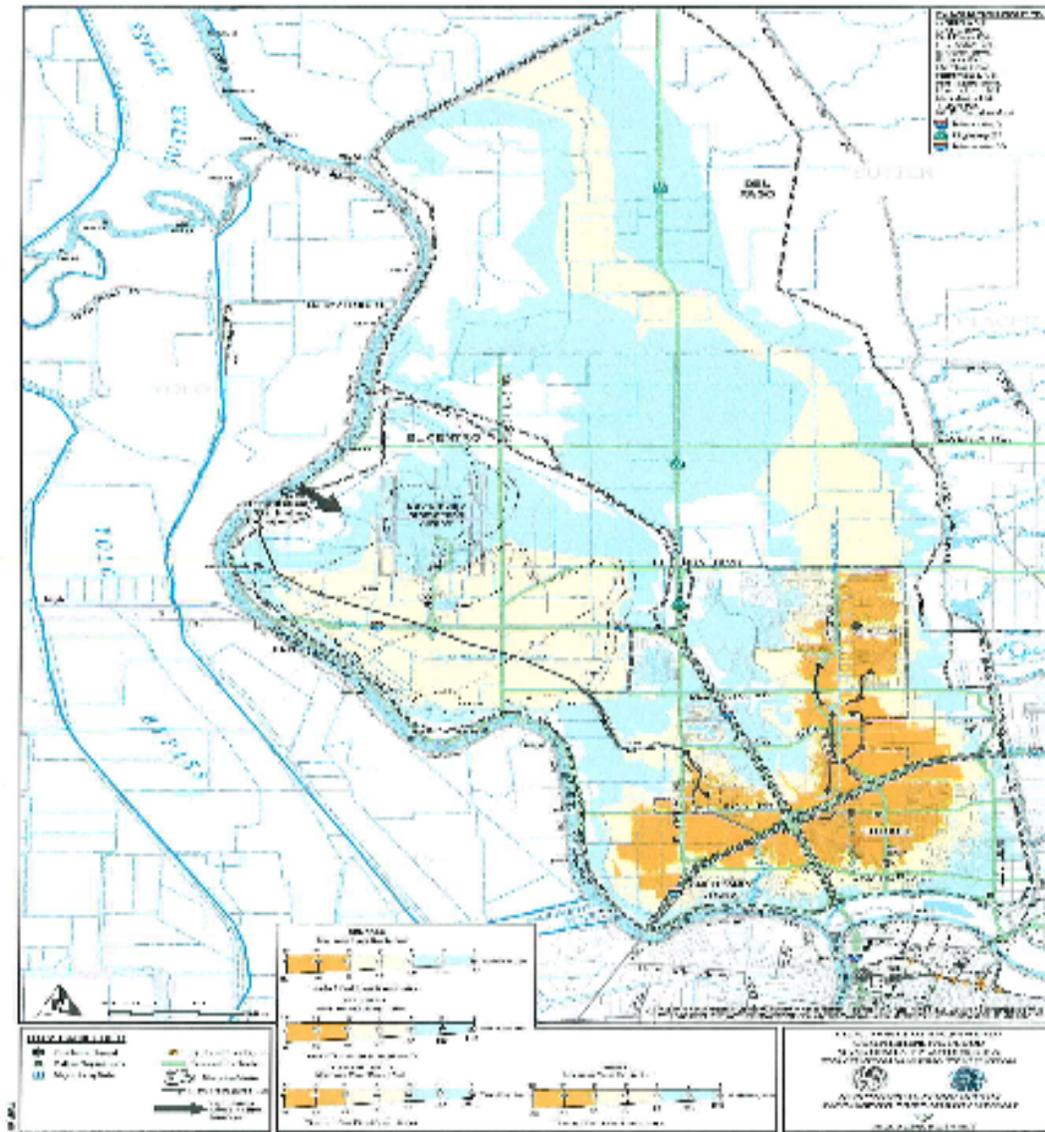
CITY OF SACRAMENTO  
DEPARTMENT  
OF UTILITIES

Making a Difference in your Neighborhood

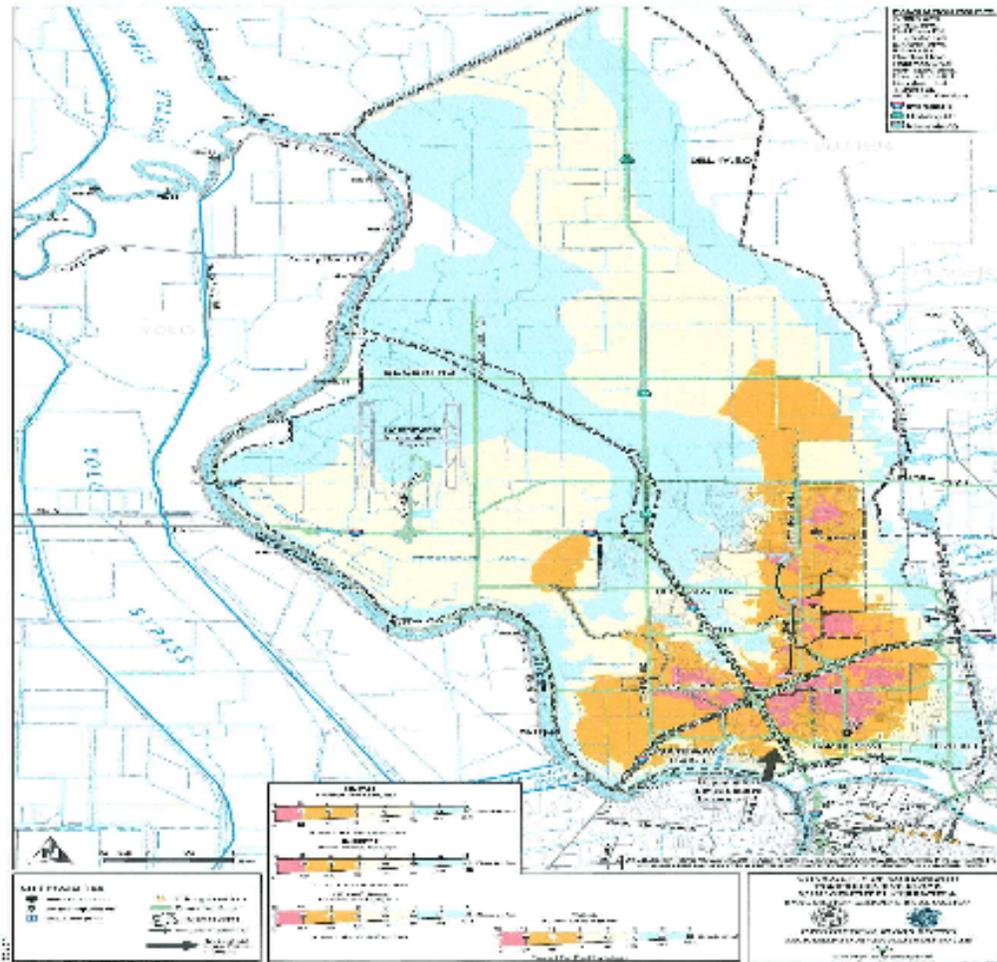
ATTACHMENT 17-1



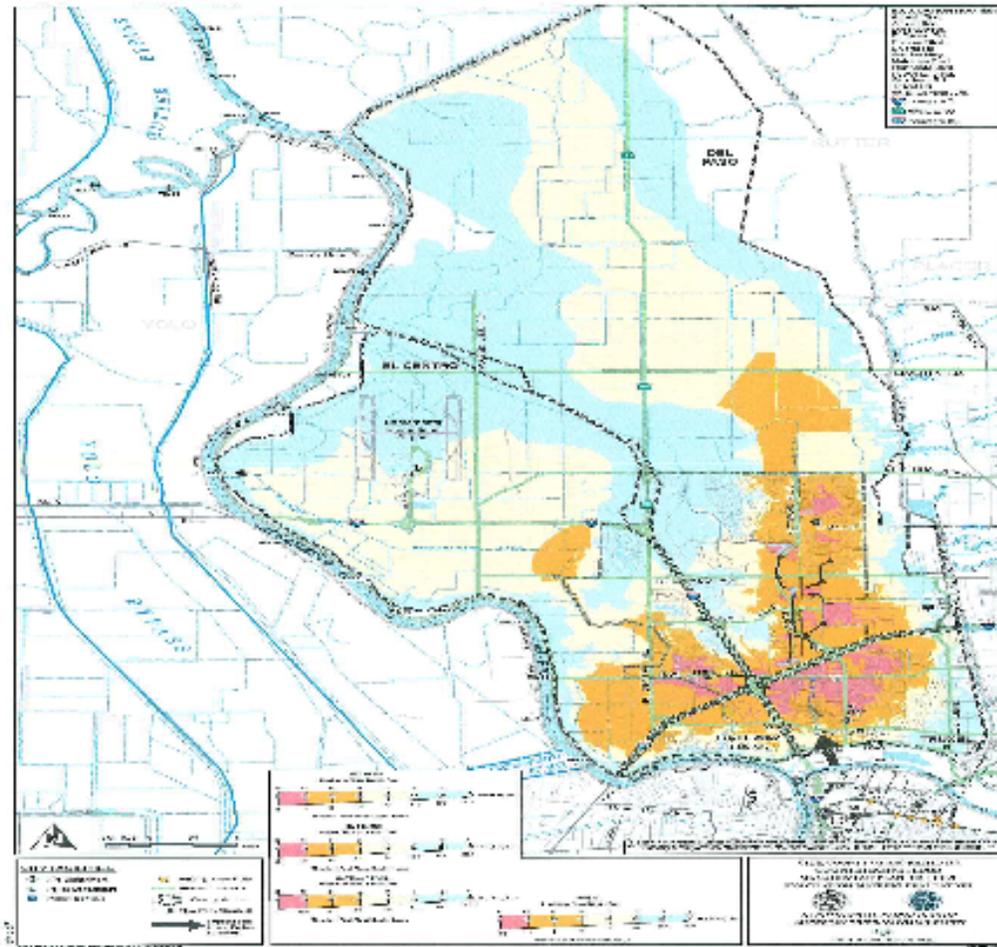
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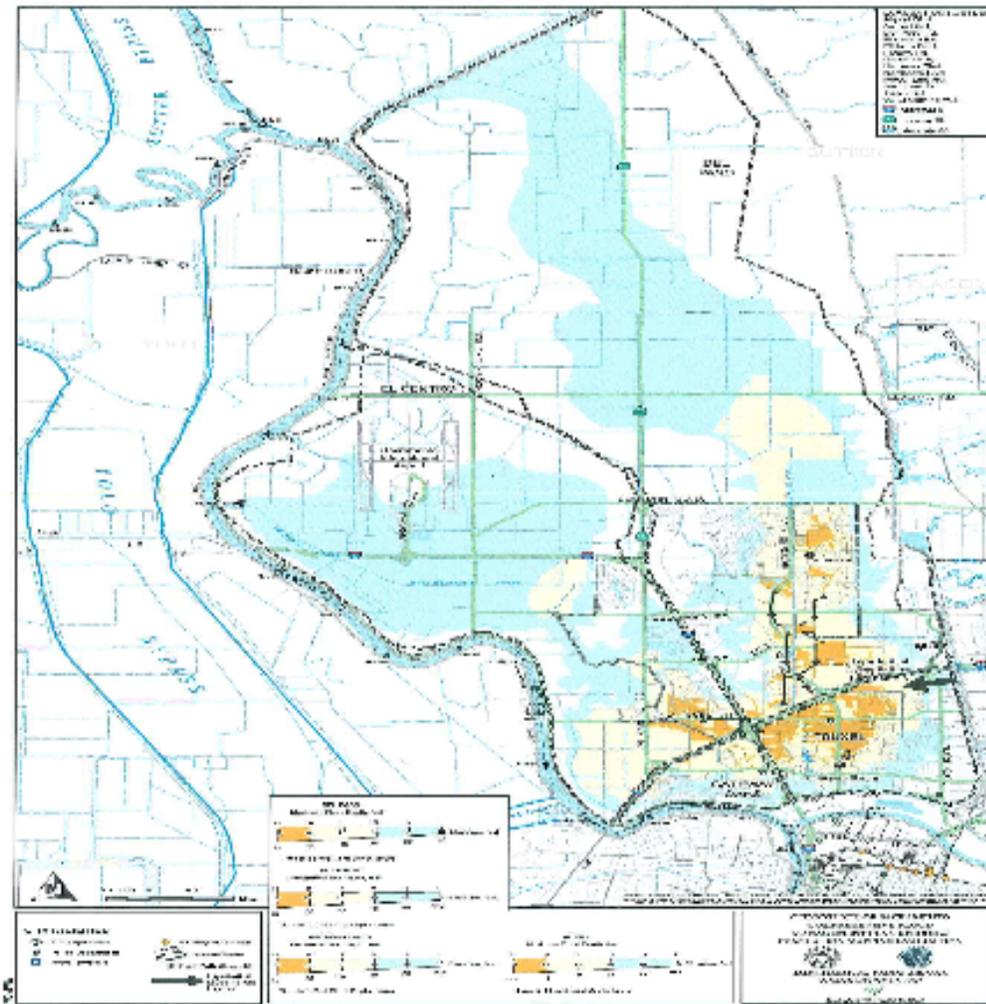
# ATTACHMENT 17-3



ATTACHMENT 17-4



# ATTACHMENT 17-5







ATTACHMENT 17-8

