



COMMUNITY DEVELOPMENT RESOURCE AGENCY
Planning Services Division

AUBURN OFFICE
3091 County Center Dr., Auburn, CA 95603
530-745-3000/FAX 530-745-3080
Website : www.placer.ca.gov
Email: planning@placer.ca.gov

TAHOE OFFICE
775 North Lake Blvd., Tahoe City, CA 96146
P.O. Box 1909, Tahoe City, CA 96145
530-581-6280/FAX 530-581-6282

FIREWORKS DISPLAY QUESTIONNAIRE

An application for a Fireworks Display event must be filed 60 days prior to land-based events and 135 days prior to water-based events. The application must be accompanied by written responses to the questionnaire below and signed by both the event Sponsor and the licensed Pyrotechnic Vendor.

Fireworks Display Sponsor

Name of Person / Organization:
Primary Contact Person:
Address:
Phone:
Email:
Expected Number of Attendees:

Display open to General Public? (Check One) [ ] Yes [ ] No
Private Party? (Check One) [ ] Yes [ ] No

Licensed Pyrotechnic Vendor

Vendor Name & Public Display License # (Specify Type):
Display Operator & CA License #:
Address:
Phone:
Email:
Expected Number of Staff:

**Note:** Certificates of Insurance and Endorsements for all required coverages must be attached to the Fireworks Display Application and Questionnaire package.

Display Information
Date of Event:
Time of Display:
Set-Up Date and Time:
Display Address / Location:
Duration of Display:
Purpose of Display:

**Fireworks Details**

Fireworks: Attach separate sheet(s) indicating type, size & quantity: (Aerial, Low Level, Set Piece, Special Effects, etc. State quantity of each by size, and specify if single, multiple break or salute)

Special Effects (Check One)     Yes     No

Theatrical (Check One)     Yes     No

Could Display Affect Airport Traffic? (Check One)     Yes     No  
(If yes, FAA Notification / Approval Required)

Does display occur over Lake Tahoe or Folsom Lake? (Check One)  
 Yes     No

(If yes, attach Coast Guard (Lake Tahoe) or Bureau of Reclamation (Folsom Lake) permit application, if required, and permit, if issued. If permit denied or declines, attached communications and detail of status. Placer County permits will not be issued prior to submittal of approved permits from all applicable agencies).

Fireworks Wholesaler & CA License Number: \_\_\_\_\_

**Fireworks Storage Detail**

(Required by Title 27, CFR, Part 55, Sub-part K)

Type: \_\_\_\_\_

Indoor: \_\_\_\_\_ Outdoor: \_\_\_\_\_

Location Before: \_\_\_\_\_

Location During: \_\_\_\_\_

Location After: \_\_\_\_\_

**Site Security Plan**

Sponsor shall provide a [detailed plan](#) that also includes a diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines or other overhead obstruction.

**Attachments, as listed in pages below**

## ATTACHMENT 1a – REQUIRED LIABILITY ENDORSEMENT:

### PLACER COUNTY FIREWORKS DISPLAY INSURANCE REQUIREMENTS FOR PYROTECHNICS OPERATOR

#### GENERAL LIABILITY INSURANCE:

Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Pyrotechnics Operator, providing insurance for bodily injury liability and property damage liability in the amount of \$2,000,000 each occurrence and \$4,000,000 aggregate.

Certificate of Insurance for all required Insurance coverages. the **Comprehensive General Liability policy** shall be endorsed with the following specific language:

"The County of Placer and Local Fire Protection District, their officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

"CANCELLATION NOTICE" - These policies shall not be cancelled without first giving fifteen (15) days prior written notice of cancellation to the State Fire Marshal or his/her designee. (HSC 12611)"

"The insurance provided by \_\_\_\_\_  
(Pyrotechnic Operator, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer and Local Fire Protection District with respect to any insurance or self-insurance programs maintained by County of Placer and Local Fire Protection District, and no insurance held or owned by the County of Placer or Local Fire Protection District shall be called upon to contribute to a loss."

#### WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Pyrotechnic Operator under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County of Placer and Local Fire Protection District, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Pyrotechnic Operator.

Pyrotechnic Operator shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

## ATTACHMENT 1b – REQUIRED LIABILITY ENDORSEMENT:

### PLACER COUNTY FIREWORKS DISPLAY INSURANCE REQUIREMENTS FOR SPONSOR

#### GENERAL LIABILITY INSURANCE:

Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Pyrotechnics Operator, providing insurance for bodily injury liability and property damage liability in the amount of \$2,000,000 each occurrence and \$4,000,000 aggregate.

Certificate of Insurance for all required Insurance coverages. the **Comprehensive General Liability policy** shall be endorsed with the following specific language:

"The County of Placer and Local Fire Protection District, their officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

"CANCELLATION NOTICE" - These policies shall not be cancelled without first giving fifteen (15) days prior written notice of cancellation to the State Fire Marshal or his/her designee. (HSC 12611)"

"The insurance provided by \_\_\_\_\_ (Sponsor), including any excess liability or umbrella form coverage, is primary coverage to the County of Placer and Local Fire Protection District with respect to any insurance or self-insurance programs maintained by County of Placer and Local Fire Protection District, and no insurance held or owned by the County of Placer or Local Fire Protection District shall be called upon to contribute to a loss."

#### WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Sponsor under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County of Placer and Local Fire Protection District, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Pyrotechnic Operator.

Sponsor shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

**ATTACHMENT 2a – HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

\_\_\_\_\_ (SPONSOR) hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY and LOCAL FIRE PROTECTION DISTRICT free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY and LOCAL FIRE PROTECTION DISTRICT arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the PLACER COUNTY and LOCAL FIRE PROTECTION DISTRICT) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Public Fireworks Display Permit Process, Permit Application, Event or Event-related actions. SPONSOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the SPONSOR. SPONSOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against SPONSOR or PLACER COUNTY and LOCAL FIRE PROTECTION DISTRICT or to enlarge in any way the PYROTECHNIC OPERATOR liability but is intended solely to provide for indemnification of PLACER COUNTY or LOCAL FIRE PROTECTION DISTRICT from liability for damages or injuries to third persons or property arising from SPONSOR’S performance pursuant to this Permit or agreement.

As used above, the term PLACER COUNTY and the LOCAL FIRE PROTECTION DISTRICT means Placer County and North Tahoe Fire Protection District or its officers, agents, employees, and volunteers.

***SPONSOR contact information and signatures on following page***



**SPONSOR NAME (Include full entity name and state of incorporation or organization. Sponsor name must match exactly with insurance certificates provided)**

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**SPONSOR'S Authorized Signature**

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**Printed Name and Title**

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**Signature and Date**

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## **ATTACHMENT 2b – HOLD HARMLESS AND INDEMNIFICATION**

### **AGREEMENT:**

\_\_\_\_\_ (PYROTECHNIC OPERATOR) hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY and LOCAL FIRE PROTECTION DISTRICT free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY and LOCAL FIRE PROTECTION DISTRICT arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the PLACER COUNTY and LOCAL FIRE PROTECTION DISTRICT) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with to the extent such arise from the performance of the contract or agreement pursuant to this Permit by PYROTECHNIC OPERATOR, its agents, officers, operators, crew, or employees.. PYROTECHNIC OPERATOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the PYROTECHNIC OPERATOR. PYROTECHNIC OPERATOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against PYROTECHNIC OPERATOR or PLACER COUNTY and LOCAL FIRE PROTECTION DISTRICT or to enlarge in any way the PYROTECHNIC OPERATOR liability but is intended solely to provide for indemnification of PLACER COUNTY or LOCAL FIRE PROTECTION DISTRICT from liability for damages or injuries to third persons or property arising from PYROTECHNIC OPERATOR'S performance pursuant to this Permit.

As used above, the term PLACER COUNTY and LOCAL FIRE PROTECTION DISTRICT means Placer County and the Local Fire Protection District and their officers, agents, employees, and volunteers.

***PYROTECHNIC OPERATOR Contact information and signatures on following page***

**PYROTECHNIC OPERATOR NAME (Include full entity name and state of incorporation or organization. Pyrotechnic Vendor name must match exactly with insurance certificates provided)**

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**PYROTECHNIC OPERATOR Authorized Signature**

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**Printed Name and Title**

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**Signature and Date**

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**PYROTECHNIC OPERATOR PHYSICAL ADDRESS**

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**PYROTECHNIC OPERATOR MAILING ADDRESS, if different**

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## **ATTACHMENT 3 - PLACER COUNTY BEST MANAGEMENT PRACTICES PLAN FOR LAKE TAHOE WATER-BASED FIREWORKS**

**A. Fireworks Best Management Practices Plan** The Permittees (Display Sponsor and Pyrotechnic Operator) shall prepare and implement a Placer County Fireworks Best Management Practices Plan (Fireworks BMP Plan) in accordance with Placer County Code Chapter 9 Article 9.33 to reduce fireworks debris associated with Authorized Events entering the waters, shores and lands surrounding the Lake Tahoe area. The Fireworks BMP Plan shall address, at a minimum, the following elements:

1. Whenever practicable and economically feasible, the Permittees shall consider the use of alternative fireworks produced with new pyrotechnic formulas that replace perchlorates with other oxidizers and propellants that burn cleaner and produce less smoke and are certified for use in California by the office of the State Fire Marshal.
2. Whenever feasible and practical, Permittees shall select fireworks that minimize or eliminate plastic components.
3. A safety zone (the "Safety Zone") around the fireworks (barges or land) shall be determined by Permittees prior to commencement of Authorized Event in accordance with the laws and regulations applicable to an Authorized Event and as approved by the United States Coast Guard (USCG).
4. The fireworks and fireworks equipment shall be set up, discharged and taken down by the fireworks operator and crew in accordance with the laws and regulations applicable to an Authorized Event. All permits, licenses, and approvals required by respective authorities having jurisdiction over the Authorized Event shall be obtained by Permittees, and the parties responsible under applicable law and regulations shall comply with requirements and conditions of those permits and licenses. All equipment used to hold and launch the fireworks shall be secured properly by Permittees in accordance with applicable laws and regulations and in such a way as to minimize the risk that the equipment and fireworks would fall into the water. No equipment or fuel tanks, other than that required to meet safety and permit requirements, including the set-up, discharge and take-down of fireworks, shall be allowed on the barge during or following the fireworks event. Other than system firing cables and common or grounding wires intended to be recovered after the display, electric igniter wires used to trigger the fireworks shall be secured by the fireworks operator and crew to minimize the risk that the wires would fall into the water during or after the display. As soon as it is safe and practicable at the completion of the display, the deck of each barge that carried/shot fireworks shall be raked and swept for all loose debris with no material entering the water. The barge is then to be washed down to extinguish any errant hot embers by the Permittees to prevent debris from being deposited in the lake or the barge catching on fire. Final cleaning of barges must be accomplished by 12 p.m. the following day.

5. The Applicant and Sponsor must make arrangements for the proper clean-up of the special event site during and after the special event, including, but not limited to the removal of all litter, debris resulting from the event.
6. Applicants and Sponsors are encouraged to promote alternative transportation options for event attendees. This reduces both the impact of the Fireworks Display on the general public as well as the environment. Promotion should include identification of multi-use trails that connect to various event venues and links to local bus schedules and maps.
7. It is the responsibility of the Applicant to provide restroom facilities on site during the Fireworks Display (unless water-based). Portable restroom facilities are required to meet ADA regulations.
8. The Clean-Up Crew shall resume the debris search and cleanup effort with no less than a two-member boat crew the day following the Authorized Event or as soon thereafter as conditions permit safe operations. The Clean-Up Crew shall travel in expanding search patterns from the fireworks discharge location at slow speed searching for the collecting fireworks debris from the surface of the lake. The Clean-Up Crew shall focus the debris search and cleanup efforts according to monitored current wind direction and the trajectory of fireworks during the Authorized Event. The day after cleanup, efforts shall continue until the amount of observable surface debris is de minimis, but in no event shall the effort be less than two (2) hours. Any unexploded/dud fireworks should be reported immediately to the Pyrotechnic Vendor, or if none is available, on-site public safety officials or by calling 911.
9. The Permittees shall commence an underwater debris search and cleanup effort with a certified dive crew the day following the Authorized Event or as soon thereafter as conditions permit safe operations. The certified divers shall cover the Authorized Event debris field, working outward from the location where the barges were anchored the night before to locate and collect fireworks debris and other trash from reasonably safe depths of the lakebed.
10. Permittees shall assemble crews necessary to patrol the Placer County shoreline by foot from the ignition site to 2,640 ft north or northeast and 1,320 feet south or southwest to collect and remove any and all fireworks debris observed on the beaches and shoreline. Nothing in this policy shall discourage or require Permittee from acquiring permission to access private property in order to remove debris. Daily search and cleanup efforts by foot shall be conducted for one day following the Authorized Event, after which foot patrol may cease if no fireworks debris is found on the shoreline. If fireworks debris continues to be observed on the shoreline during subsequent days, cleanup patrols shall be continued until no more debris is found. If fireworks debris from an Authorized Event is reported to be in an

area other than stated shoreline area, cleanup crews will respond to clean up such debris. Permittee is responsible for performing these tasks.

11. All debris collected during the various cleanup efforts shall be disposed of in accordance with all applicable laws and regulations. All hazardous fireworks debris collected, including duds, resulting from the set-up, firing, and strike of the public fireworks display, including live pyrotechnics debris, shall be handled and managed in accordance with applicable fireworks and hazardous materials laws and regulations by Permittees. Permittee shall contact 911 for emergency response as needed.

### **B. Daily Event Logs and Final Report**

Permittees shall prepare and submit a written final report that compiles daily logs of all search and cleanup efforts for each Authorized Event within fifteen (15) business days following completion of all searches and cleanup efforts described in Paragraphs 5 through 9, above to the County Risk Manager, but no later than thirty (30) days from event date. Daily logs shall be compiled by each team of divers or "clean-up crews". The daily logs shall contain the following information:

1. Names of Permittees, including name(s), physical address (and mailing address, if different) and license number(s) of the Pyrotechnic Vendor(s) in charge of the fireworks display.
2. The date, time, and duration of the Authorized Event.
3. The amount of fireworks debris collected, the locations where fireworks debris was collected, the types of fireworks debris collected (e.g., fuse, cardboard debris, plastic debris, etc.) representative photographs or observed fireworks debris collected from shoreline areas, the dates, times and visual observations (e.g., wind direction, current direction, fireworks trajectory) during and after an Authorized Event, and any other pertinent information.
4. Locations searched shown on a map or other suitable diagram.

The final log shall compile and attach all the daily logs and, in addition, shall include a summary of the total quantity and types of fireworks debris collected from the Lake and the entire shoreline area, as well as subtotals for each beach or discrete shoreline area, and the name of the person in charge of the particular search.

### **C. Violation and Enforcement**

Any violations to implementing this Plan as prescribed may subject the Permittees to penalties as provided for in the Placer County Code.