

STATE OF CALIFORNIA  
**COOPERATIVE FIRE PROGRAMS**  
**LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION**  
**REIMBURSEMENT AGREEMENT**  
 LG-W REV 01/2017

AGREEMENT NUMBER	<b>2CA04965</b>
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME	California Department of Forestry and Fire Protection – (CAL FIRE)
LOCAL AGENCY'S NAME	City of Rocklin

2. The term of this Agreement is: July 1, 2020 through June 30, 2021

3. The maximum amount of this Agreement is: \$ 22,999.13  
 Twenty two thousand nine hundred ninety nine dollars and thirteen cents


4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	2 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 04/2017	0 pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1 pages
Exhibit E – Additional Provisions	12 pages

\*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.  
 General Terms and Conditions can be viewed at: <http://www.dgs.ca.gov/ols>


IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**LOCAL AGENCY**

LOCAL AGENCY'S NAME City of Rocklin	
BY (Authorized Signature) 	DATE SIGNED(Do not type) 6/5/2020
PRINTED NAME AND TITLE OF PERSON SIGNING Steven Rudolph, City Manager	
ADDRESS 3970 Rocklin Road Rocklin, CA 95677	

**California Department of General Services Use Only**

**STATE OF CALIFORNIA**

AGENCY NAME California Department of Forestry and Fire Protection	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Don Gordon, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety	
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460	

## EXHIBIT A

### COOPERATIVE FIRE PROGRAMS

#### AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:	Brian Estes	Local Agency:	City of Rocklin
Name:	Brian Estes	Name:	William Hack, Fire Chief
Phone:	530-889-0111 ext 1000	Phone:	916-625-5300
Fax:	530-823-9201	Fax:	916-625-5303

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Brian Estes	Local Agency:	City of Rocklin
Section/Unit:	Nevada-Yuba-Placer	Section/Unit:	Fire Department
Attention:	Steve Robinson, AO	Attention:	William Hack, Fire Chief
Address:	13760 Lincoln Way Auburn, CA 95603	Address:	3401 Crest Drive Rocklin, CA 95765
Phone:	530-889-0111 ext 1002	Phone:	916-625-5300
Fax:	530-823-9201	Fax:	916-625-5303

Send an additional copy of all correspondence to:

**CAL FIRE**  
**Cooperative Fire Services**  
**P.O. Box 944246**  
**Sacramento, CA 94244-2460**

#### 2. AUTHORIZATION

This Agreement is entered into this 1st day of July, 2020, by and between the State of California, hereinafter called STATE and City of Rocklin, County of Placer, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word "Contractor" that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

#### 3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 622.5 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

**4. SERVICES BY STATE**

- A. STATE shall provide wildland fire protection for the areas defined in the above section.
- B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.
- C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

**5. ADMINISTRATION**

- A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.
- B. STATE response will be subject to availability of resources.
- C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.
- D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

**6. MUTUAL AID**

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

**7. ENTIRE AGREEMENT**

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

## EXHIBIT B

### BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

#### 1. Invoicing and Payment:

- A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of 32.85 per acre, plus an 12.47% administrative charge for a total of \$22,999.13 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.
- B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.
- C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

#### 2. Budget Contingency Clause

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

1. **Cancellation**

Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. **Audit**

If the Agreement is over \$10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement. The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. **Operating Plan**

Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. **Extension of Agreement**

Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. **Modification**

This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. **Indemnification**

Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

**EXHIBIT E**

**ADDITIONAL PROVISIONS**

**Attachments**

- Budget Plan
- Topographic Map
- Operating Plan
- Annual Report

**LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT**

Program Cost Account (PCA #) 29005

THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA)  
WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE  
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)  
AND THE CITY/TOWN OF Rocklin A LOCAL AGENCY  
FOR THE 2020/2021 FISCAL YEAR

**AGREEMENT COST CALCULATIONS:**

Number of Acres 622.5

General Fund Reimbursement	\$ 12.30	\$ 7,656.75
Unit Budget	\$ 20.55	\$ 12,792.38
<b>Sub-Total</b>		<b>\$ 20,449.13</b>
Admin Rate	12.47%	\$ 2,550.01
<b>Total Protection Cost</b>		<b>\$ 22,999.13</b>

Comments Section:



**EXHIBIT E**

**FY 2020/21**

**OPERATING PLAN**

**TO THE AGREEMENT FOR WILDLAND FIRE PROTECTION**

**WITHIN LOCAL RESPONSIBILITY AREA**

**BETWEEN**

**CITY OF ROCKLIN**

**AND**

**CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION**

**NEVADA-YUBA-PLACER UNIT**

# OPERATING PLAN

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## OPERATING PLAN

### 1. WHO

This operating plan is between the California Department of Forestry and Fire Protection Nevada-Yuba-Placer Unit (CAL FIRE) and the City of Rocklin (City). It has been developed to specifically discuss the contractual agreement with CAL FIRE and the City for Watershed Fire Protection within the City limits.

### 2. AUTHORITY OF PLAN

The operating plan is required of both agencies by the agreement between CAL FIRE and the City for wildland fire protection within Local Agency dated **July 1, 2020**, herein after referred to as AGREEMENT.

### 3. PURPOSE OF PLAN

This operating plan will provide the Chief Officers of both agencies a means for executing the AGREEMENT and is "Exhibit B" to that AGREEMENT.

### 4. DEFINITIONS AND RESTRICTIONS

See AGREEMENT for definitions and descriptions of general terms.

This operating plan does not allow either agency to operate outside the limitations stated in the AGREEMENT and any existing automatic mutual aid agreements.

### 5. PROCEDURES

- A. Fire reporting/reports – When the City of Rocklin Fire Department receives a report of a wildfire within the area covered by the AGREEMENT, it will promptly notify the CAL FIRE Emergency Command Center (ECC). Each agency will process their appropriate reports and make the information available to the other upon request no later than 60 days.
- B. Incident Management – The Incident Command System (ICS) will be used to manage wildfires within the AGREEMENT area. A Unified Command Structure will be implemented with a CAL FIRE representative as IC and a City of Rocklin Fire Department representative as Deputy IC.
- C. AGREEMENT Area Fires – Each agency will maintain a pre-planned response for fires within the AGREEMENT area. Immediate cooperation between agency dispatch centers will occur to insure commonality in resource utilization. State resources will be ordered consistent with the terms of the AGREEMENT through the ECC. Any State augmentation to the pre-planned State response must be

authorized by a CAL FIRE officer. Augmentation above pre-planned response may require, through post audit, that adjacent CAL FIRE Direct Protection Area was threatened, or that the augmentation was justified on a cost efficiency basis. Local government and private resources will be ordered through the City of Rocklin Department Emergency Command Center to insure proper utilization of the Master Mutual Aid Agreement.

- D. Mutual Aid – for the purpose of this agreement, all initial attack resources will be considered mutual aid.
- E. Initial Attack – Initial Attack resources will always be based on the closest forces concept as identified in the pre-planned initial attack response areas.
- F. Move-up and Cover – Station coverage will be exchanged between both agencies when appropriate. Normally covering agency engines should be replaced with specific agency resources as soon as possible to prevent long term coverage problems.
- G. Fire Information – Nothing in the operation of a Joint Public Information Center would preclude following agency internal information policy or procedure.

Unified Command Fire:

- 1. Representatives of both agencies will meet as needed to discuss procedures and locations of potential Information Centers. Both agencies will strive to keep personnel certified in the field of Public Information for use during emergencies.
  - 2. The Unified Command will determine which agency will provide the lead Information Officer, but normally it would be the agency with the greatest commitment of resources.
- H. Parties to this agreement (Chief Officer level) may order resources directly from each other's Emergency Command Centers when an immediate need exists. These resources include engines, fire crews, and bulldozers, in accordance with the AGREEMENT. The closest forces concept will be utilized.

6. GENERAL PROCEDURES

Each agency's representative and ECC personnel will meet annually to discuss, review, and update boundary fire dispatching, AGREEMENT area dispatching, fire reporting procedures, and exchange information which would affect the other agency.

## 7. FIRE PREVENTION

### A. POLICY

All fire prevention activities conducted on lands within the AGREEMENT area will be consistent with both agencies' guidelines. CAL FIRE and City of Rocklin Fire Department will be expected to conduct a year-round aggressive fire prevention program using guidelines within the CAL FIRE Handbook 9000 and City of Rocklin Fire Department Prevention Guidelines. This will include, but is not limited to, annual analysis and planning sessions so a proactive fire prevention plan can be generated and followed.

1. Protection/Planning Issues - Although the responsibility for enforcing fire safe ordinances pertaining to improvements in wildland areas within the City limits is the responsibility of the City of Rocklin Fire Department, a CAL FIRE representative will be available upon request to comment on these issues and assist in the enforcement of related ordinances.
2. Hazard Reduction Inspections
  - a) Home Inspection – CAL FIRE will work directly with the City of Rocklin Fire Department to enforce Public Resources Code Sections 4291, 4446, 4442, 4443, 4123, or applicable International Fire Code sections.
  - b) Powerline Inspections – CAL FIRE will work directly with the City of Rocklin Fire Department concerning the inspections of power lines over 750 volts, using PRC 4292, 4293, as a guide.

### B. RESPONSIBILITY

CAL FIRE and the City of Rocklin Fire Department personnel will, in the performance of their duties, give full consideration to the prevention of fires and public education. Both agencies will allow staff to establish and attain fire prevention goals.

### C. EXISTING AND PROJECTED DEMAND

Fire prevention, along with suppression and general emergency mitigation, is a primary role for both agencies. The demand for future services will increase thus requiring more intensive programs. Fire protection and prevention will be influenced by the following factors:

1. Increased recreation use.
2. Increased residential and commercial development.

3. Industrial Activity.

D. OBJECTIVES

The objective of the fire prevention plan is the cost-effective reduction of fire suppression expenditures and damages from person caused fires. It is also a current and comprehensive public education program directed towards fire safety awareness and code enforcement.

E. RECOMMENDED ACTIONS

1. Public Education

- a) School programs, ages K-3.
- b) Timely newspaper articles concerning fire awareness.

2. Code Enforcement

- a) Active PRC 4291 home inspection program in targeted areas.
- b) Enforcement of the Fire Safe ordinances as they apply to construction in watershed areas.
- c) Active role in railroad and powerline inspections as resources allow.

3. Area Involvement

- a) Maintain a trained staff for public information during wildfire events in the City.

F. FUEL MODIFICATION

Both agencies will continue to encourage property owners and associations that own property to establish and maintain a healthy fuel complex through the following avenues:

- 1. Explore prescribed burning through available programs.
- 2. Forest Practice Inspections.
- 3. Manual fuel modification with mechanized programs (bio-mass), handcrew programs, and local resources.

A-1

**CAL FIRE DISPTACH PLAN  
 PRE-PLANNED RESPONSE  
 ROCKLIN WATERSHED CONTRACT**

	DOZER	ENGINES	OFFICER	CREWS	HELICOPTER	AIR ATTACK	AIR TANKER
<b>LOW</b>	0	2	1	0	0	0	0
<b>MEDIUM</b>	1	4	1	2	TYPE II 1	1	2
<b>HIGH</b>	2	6	2	2	TYPE II 1	1	2

*\* Rocklin Fire Department resources not included in wildland response resources.*

<u>Station Proximity</u>		<u>Air Attack</u>
1. Auburn	CAL FIRE 2 Engine	*Initial aircraft will be dispatched under the closest forces concept.
2. Foresthill	CAL FIRE 1 Engine	
3. Higgins	CAL FIRE 2 Engine	
4. Colfax	CAL FIRE 1 Engine	
<u>Bulldozers</u>	<u>Handcrews</u>	<u>Copters</u>
1. Auburn	1. Washington Ridge	*Initial helicopter dispatch will be under the closest forces concept
2. Nevada City	2. Growlersberg	
	3. Placer Center	

4. Group bio-mass programs to control stems per acres and remove dead and down materials.

#### G. BURNING PERMIT ADMINISTRATION

##### Burning Permit Issuance

1. The City of Rocklin Fire Department has the responsibility of issuing burn permits within the City limits and therefore the AGREEMENT area. Both agencies will agree to and establish burn permit guidelines by April 1 of each year. Guidelines will mirror those established by CAL FIRE to ensure consistency in burn programs in both the City and areas adjacent to the City.
2. The suspension of burning permits in the AGREEMENT area will be directly related to the permit suspension procedures outside of the AGREEMENT area to ensure consistency. Suspensions will be based on input from CAL FIRE and the City of Rocklin Fire Department.

#### H. MONITORING AND EVALUATION

Periodic monitoring and evaluation of the Operating Plan will provide for orderly and timely amendments and revisions of the Plan. The monitoring will determine if:

1. Objectives are being met.
2. Plan direction is being followed.
3. Plan is achieving desired results.

This Operating Plan has been approved and authorized as Exhibit B to be attached to the Wildland Fire Protection for Local Responsibility Areas Agreement between the NEU Unit and the City of Rocklin.

**For STATE:**

California Department of  
Forestry and Fire Protection  
Nevada-Yuba-Placer Unit  
13760 Lincoln Way  
Auburn, CA 95603

  
\_\_\_\_\_  
Brian Estes, Unit Chief



**For LOCAL AGENCY:**

City of Rocklin Fire Department  
3401 Crest Drive,  
Rocklin, CA 95765

  
\_\_\_\_\_  
William Hack, Fire Chief  
MICHAEL DESPAUX





 Incorporated City Boundary  
 2020 LWC Boundary  
 622.5 acres



**A-2**

**ROCKLIN DISPATCH PLAN  
PRE-PLANNED RESPONSE  
ROCKLIN WATERSHED CONTRACT AREA**

**VEGETATION FIRE RESPONSE**

<b>ENGINES</b>	<b>OFFICER</b>
<b>2</b>	<b>1</b>

**STRUCTURE PROTECTION**

<b>ENGINES</b>	<b>OFFICER</b>
<b>3</b>	<b>1</b>