

STATE OF CALIFORNIA
COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT
 LG-W REV 11/2020

AGREEMENT NUMBER	2CA05381
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 1,2021** through **June 30, 2022**

3. The maximum amount of this Agreement is: **\$ 23,043.66**
 Twenty three thousand forty three dollars and sixty six 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		California Department of General Services Use Only
LOCAL AGENCY'S NAME City of Rocklin		
BY (Authorized Signature) 	DATE SIGNED(Do not type) 08/16/2021	
PRINTED NAME AND TITLE OF PERSON SIGNING Aly Zimmermann City Manager		
ADDRESS 3970 Rocklin Road Rocklin, CA 95677		
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 Chris Anthony, 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:	Reginald Williams, Fire Chief
Phone:	530-889-0111 ext 1000	Phone:	916-625-5310
Fax:	530-823-9201	Fax:	

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:	Reginald Williams, Fire Chief
Address:	13760 Lincoln Way Auburn, CA 95603	Address:	4060 Rocklin Rd Rocklin, CA 95677
Phone:	530-889-0111 ext 1002	Phone:	916-625-5310
Fax:	530-823-9201	Fax:	

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, 2021, 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 613.2 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 33.55 per acre, plus an 12.01% administrative charge for a total of \$23,043.66 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.

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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 2021/2022 FISCAL YEAR

AGREEMENT COST CALCULATIONS:

Number of Acres 613.2

General Fund Reimbursement	\$ 12.49	\$ 7,658.87
Unit Budget	\$ 21.06	\$ 12,913.99
Sub-Total		\$ 20,572.86
Admin Rate	12.01%	\$ 2,470.80
Total Protection Cost		\$ 23,043.66

Comments Section:

0

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

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

EXHIBIT E

FY 2021/22

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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APPENDIX

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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.

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

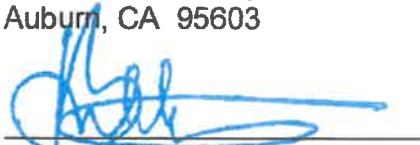
Periodic monitoring and evaluation of the Operating Plan will provide for orderly and timely amendments and revisions of the Plan. The monitoring will determine if:

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



Reginald Williams, Fire Chief

A-1

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

	DOZER	ENGINES	OFFICER	CREWS	HELICOPTER	AIR ATTACK	AIR TANKER
LOW	0	2	1	0	0	0	0
MEDIUM	1	4	1	2	TYPE II 1	1	2
HIGH	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	

A-2

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

VEGETATION FIRE RESPONSE

ENGINES	OFFICER
2	1

STRUCTURE PROTECTION

ENGINES	OFFICER
3	1



City of Rocklin

Local Wildland Contract - 2021/2022



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 2021/2022 FISCAL YEAR

AGREEMENT COST CALCULATIONS:

Number of Acres 95

General Fund Reimbursement	\$ 12.49	\$ 1,186.55
Unit Budget	\$ 21.06	\$ 2,000.70
<hr/>		
Sub-Total		\$ 3,187.25
Admin Rate	12.01%	\$ 382.79
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Total Protection Cost		\$ 3,570.04

Comments Section:

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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 2021/2022 FISCAL YEAR

AGREEMENT COST CALCULATIONS:

Number of Acres 518.2

General Fund Reimbursement	\$ 12.49	\$ 6,472.32
Unit Budget	\$ 21.06	\$ 10,913.29
Sub-Total		\$ 17,385.61
Admin Rate	12.01%	\$ 2,088.01
Total Protection Cost		\$ 19,473.62

Comments Section:

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