

# 2024 Annual Operating Plan

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## CAL FIRE Santa Clara Unit & Contra Costa County Fire Agencies AOP



This Annual Operating Fire Protection Plan (AOP), is based on the cooperative agreement between the State of California Santa Clara Unit/CAL FIRE and The Contra Costa County Local Fire Agencies/Local Government dated 5/1/2024.

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**2024**  
**ANNUAL OPERATING FIRE PROTECTION PLAN**  
**BETWEEN**  
**CAL FIRE Santa Clara Unit**  
**AND**  
**Contra Costa County Fire Agencies / Local Government**

This Annual Operating Fire Protection Plan (AOP), effective on the date shown on the signature page, between CAL FIRE Santa Clara Unit and The Contra Costa County Fire Agencies is based on the California Fire Assistance Agreement (CFAA), between the State of California Governor's Office of Emergency Services Cal OES hereinafter referred to as **Local Government (LG)** and the California Department of Forestry and Fire Protection hereinafter to as **(CAL FIRE/SCU)**.

This AOP is for the express purpose of establishing operating procedures within the State Responsibility Area (SRA) and the Local Responsibility Area (LRA) as set forth in the agreement and delineated in the CFAA.

**FIRE PROTECTION RESOURCES**

The type, sizes, numbers, and location of fire resources for each agency to this agreement are listed in Appendix "C". These include both reciprocal and reimbursable services.

Protection agencies shall coordinate their initial attack response by utilizing the "closest resources" to each planned response area, agreeing to which resources will be automatically dispatched, and entering that planned response into their individual initial attack dispatch databases. Personnel and resources except aircraft listed in the initial attack response will be Automatic Aid for up to 12 hours except for Water tenders, will be Automatic Aid up to 4 hours from the time of initial dispatch. There shall be no reimbursement for responses of 12 hours duration or less for personnel and emergency apparatus (4 hours for Water Tender). If the duration of the response exceeds 12 hours (4 hours for Water Tenders), reimbursement for personnel and emergency apparatus shall cover the entire time of commitment, beginning at the time of initial dispatch from home base to the time of return to home base (portal-to-portal).

There may be times when agencies are committed to emergency operations and/or at drawn-down levels and unable to provide mutual aid. In this case, other agencies may be contacted for assistance. If agreed to by the supporting agency, fire engines may be used for move-up and cover assignments on a Mutual Aid basis for up to 12 hours. Otherwise, move-up and cover assignments will be ABH.

The requesting agency should be prepared to provide vehicle fuel, minor maintenance, meals, and lodging at no cost to the supporting agency.

The supporting agency's engines should be replaced with an agency-specific engine to prevent long-term coverage problems such as housing/feeding/overtime. Contract Engines will not be used for move-up and cover assignments at any CAL FIRE Station.

It is mutually agreed that any agency providing resources may, at its discretion, request an agency representative who will be ordered and paid for by the protecting agency.

### COMMUNICATIONS

Communications will be coordinated between dispatch centers by radio and/or telephone or computer. Daily status checks regarding resource levels, burning conditions, restrictions, etc., will be accomplished at approximately 9 A.M. each day. Reports of all fires within the SRA or MTZ will be reported immediately to all agencies having jurisdiction.

### EMERGENCY/DISPATCH CENTERS

Fires within the MTZ will be identified as automatic aid, and all other incidents outside the MTZ will be mutual aid by request which will consist of One Chief Officer and Three Engines. CAD response plans showing the preplanned dispatches will be exchanged between the concerned parties and are contained in Appendix B.

The dispatch center receiving the initial report of a fire within the SRA or MTZ shall immediately contact the other agency having jurisdiction (**AHJ**) emergency center(s). A single point of ordering will be established between Command/Dispatch Centers and the Incident Commander.

When multiple fires or a large fire situation develops, the use of the preplanned dispatch plans may be temporarily modified. The preplanned dispatch plan will be resumed as soon as mutually agreed to by each agency representative.

### TRAINING

Each agency recognizes the other's training courses and certifications as adequate to meet the minimum requirements for fire suppression activities as per the California Incident Command Certification System (CICCS), the PMS 310-1 Wildland Fire Qualification System Guide, and CAL FIRE Handbook Section 4039 Position Qualification Standards. Joint training is encouraged when appropriate.

### SAFETY

Each party recognizes and accepts the other's requirement for personal protective/safety equipment (PPE) as adequate on wildland fires per NFPA 1977 standards.

### FIRE DIRECTION

Incident Commander (IC) designations will be in accordance with the parent agreement and agency policy. Each fire will have only one Incident Command System (ICS). The protecting agency will designate the IC by name and agency and communicate to the ground forces.

1. Unified Command: A Unified Command organization will be implemented on joint jurisdictional fires. While in unified command, the Agency Administrators and/or Incident Commanders of the involved agencies shall mutually agree upon fire objectives, strategies, commitment of agency resources, priorities, and establishment of a Unified Ordering Point.
  - a. When any agency operating on a Unified Command incident decides to change command and/or staff personnel, it will inform and coordinate this action with all other participants.
2. If it is determined that the fire is confined to the Direct Protection Area (DPA) of the State or the Local agencies, the protecting agency will designate an Incident Commander. If necessary, the protecting agency may request the supporting agency to assume command of the fire.

### FIRE INVESTIGATION & FIRE REPORTING

Investigation of fires will be the responsibility of the agency on whose land the fire originated. Fires of joint responsibility will be jointly investigated. Initial attack forces will be instructed to mark and preserve the origin area of all fires.

### LEGAL CONSIDERATIONS

Due to unique differences in State Law versus County Ordinance, each party will outline those laws, administrative rules, and policies most important for the other party to know. These will be shown in Appendix D and will be communicated to ground forces at appropriate training sessions.

### GENERAL COST SHARING

Cost sharing will be considered from the onset of a fire. A cost-sharing method will be agreed upon by the Incident Commanders. If the fire burns beyond the first burning period, one of the four cost-share methodologies shall be considered and encompass all costs associated with the incident from the time of dispatch until control of the incident.

Four different methodologies are accepted for sharing costs for fires with multi- or single jurisdictional responsibility. These methods include:

1. **Initial Attack** – During the initial attack, resources are dispatched per established Annual Operating Plans to multi-jurisdictional fire. The fire is controlled with the initial attack resources, and agency administrators/representatives may agree to cost share

some or all costs for resources their agencies have provided under agreements in place. A cost share agreement may be needed if the incident goes beyond the Mutual Aid period as specified in this agreement.

2. **You Order You Pay** – Under YOYP, each agency is fiscally responsible for the resources they order, regardless of where they are used on the incident.
3. **Acres Burned** – Costs are shared based on the acreage percentage of the fire within an agency’s direct protection. This method is used when agencies’ responsibilities, objectives, and suppression costs are similar.
4. **Cost Apportionment** – Costs are shared based on the suppression effort expended to protect each agency’s direct protection area (DPA), including the threat to another agency’s DPA. This is a more complex system for identifying agency cost share and will require specific knowledge and skills to facilitate.

#### PUBLIC INFORMATION COORDINATION

A joint release should be issued on matters of mutual concern for each agency. The concerned Unit or Local Agency will approve the message prior to release.

1. **Incident Information:** Incident information requests are to be referred to the AHJ or protecting agency for single-responsibility incidents. The appropriate agency representatives will jointly determine the need for a joint incident information center for joint responsibility incidents. The AHJ will attempt to reach an agreement on origin and cause before the release of fire cause information or initiation of civil or criminal actions.

#### ANNUAL REVIEW

This operations plan will be reviewed by the agencies prior to April 15<sup>th</sup> of each year for purposes of revision and updating.

AGENCY ADMINISTRATOR OR DESIGNEE SIGNATURES

This 2024 Annual Operating Fire Plan has been approved by the following agency administrators and authorized to be attached to the California Fire Assistance Agreement (CFAA) between the California Department of Forestry and Fire Protection (CAL FIRE) and The Contra Costa County Fire Agencies.

_____	_____
Baraka Carter Unit Chief Santa Clara, CAL FIRE	Date

_____	_____
Lewis Broschard Fire Chief Contra Costa County Fire Protection District	Date

_____	_____
Paige Meyer Fire Chief San Ramon Valley Fire Protection District	Date

_____	_____
Dean Colombo Fire Chief Crockett-Carquinez Fire Protection District	Date

_____	_____
Eric Saylor Fire Chief El Cerrito-Kensington Fire Department	Date

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Dave Winnacker  
Fire Chief  
Moraga-Orinda Fire Protection  
District

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Date

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Michael Smith  
Fire Chief  
City of Richmond Fire Department

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Date

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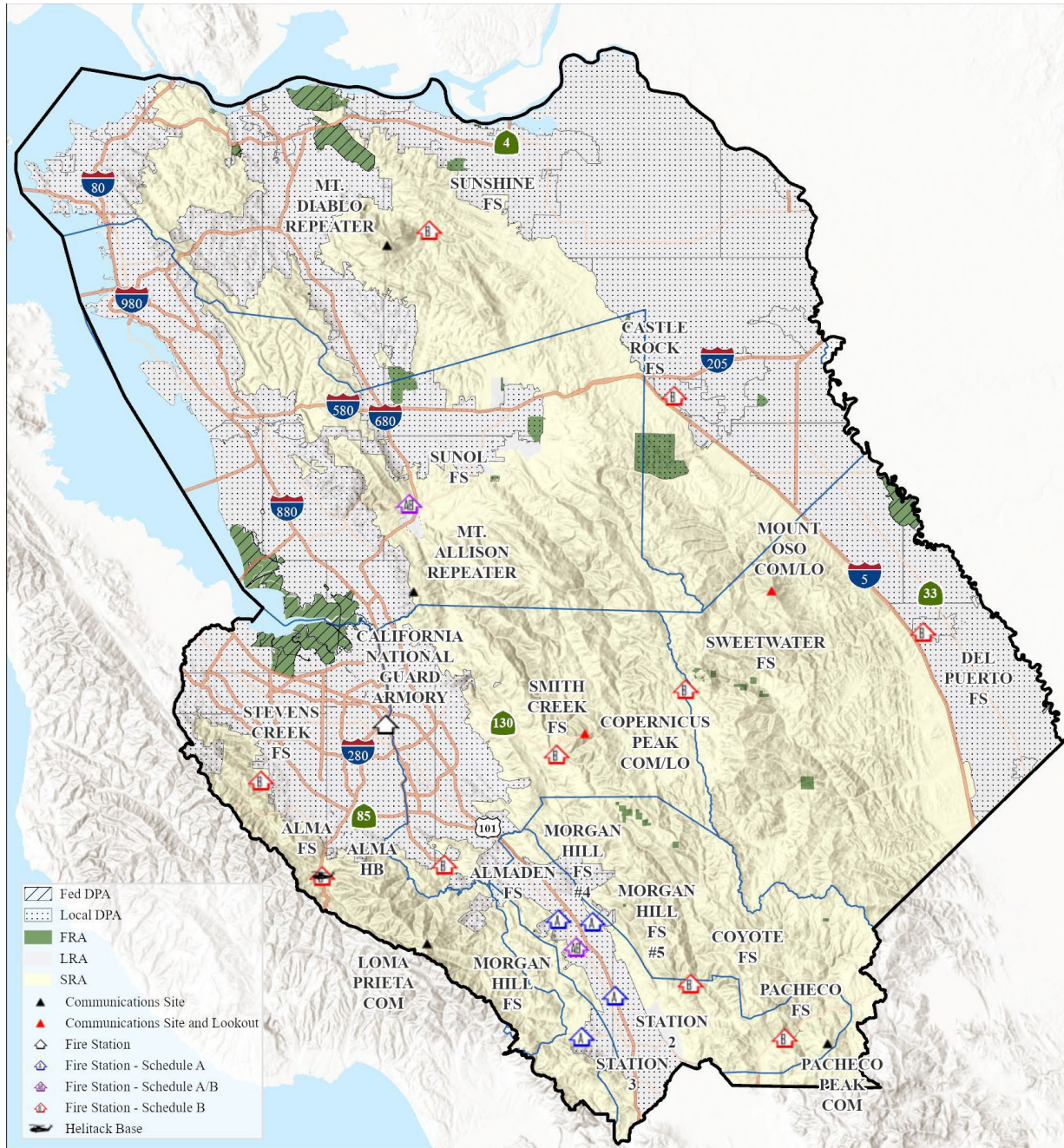
Rebecca Ramirez  
Fire Chief  
Rodeo-Hercules Fire  
Protection District

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Date

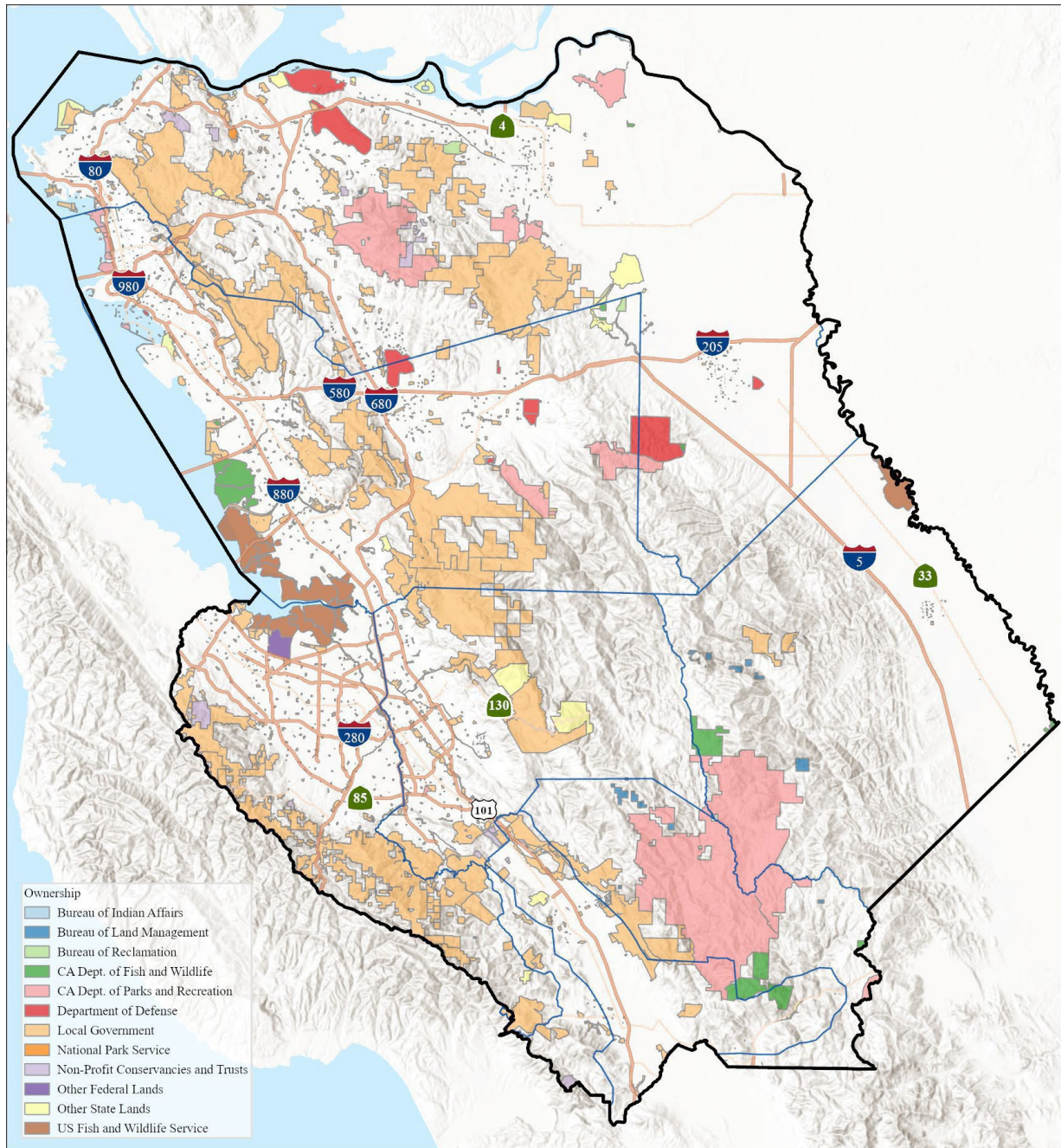


# APPENDIX A - SCU SRA/LRA DPA MAP





# APPENDIX A – OWNERSHIP MAP



## APPENDIX B – CAD INITIAL ATTACK RESPONSE PLANS

### LOW DISPATCH LEVEL

- 1 Battalion Chief
- 4 Engines
- 1 Dozer

### MEDIUM DISPATCH LEVEL

- 1 Battalion Chief
- 1 Air Attack
- 2 Tankers
- 1 Copter
- 6 Engines
- 2 Crews
- 2 Dozers

### HIGH DISPATCH LEVEL

- 1 Battalion Chief
- 1 Air Attack
- 2 Tankers
- 1 Copter
- 8 Engines
- 2 Crews
- 2 Dozers
- 1 Safety Officer

## APPENDIX C - 2024 FIRE PROTECTION ORGANIZATION LIST

<b>CAL FIRE (SCU) Santa Clara Unit</b>	
<i>All Area Codes are (408) unless otherwise noted</i>	
DUTY CHIEF	779-6663
ECC 24 HOUR	201-0490
HEADQUARTERS	779-2121

### CAL FIRE SCU UNIT 2024 Contact List

Employee Name	Office Number	Cell Number	Position	Radio ID
Baraka Carter		472-1600	Unit Chief	CH1600
Chuck Carroll		472-1601	Deputy Chief	CH1601
Vacant	778-8602	472-1602	Division Chief	DC1602
Vacant		472-1603	Division Chief	DC1603
Steven Blythe		472-1604	Division Chief	DC1604
Venmer Deocariza		472-1605	Division Chief	DC1605
Ed Orre		206-3704	Division Chief	DC1606
Nicole Benty		206-3706	Battalion Chief - Training	B1606
Erik Alldrin	778-8609	472-1609	Battalion Chief – ECC	B1609
Juan Navarro	710-7196	772-8507	Battalion Chief – MH City	B57
Carlos Alcantar	310-4654	722-5184	Battalion Chief – Fire Marshal	B59
Tim Main		234-1617	Battalion Chief – District	B67
Josh Shifrin		710-7196	Battalion Chief – EMS	B69
Alex Mikesell		472-1611	Battalion Chief	B1611
Vacant		472-1612	Battalion Chief	B1612
Jeff Cox	867-1613	472-1613	Battalion Chief	B1613
Jeff Nichols		472-1614	Battalion Chief	B1614
Jason Novak		472-1615	Battalion Chief	B1615
Bryan Goff		472-1616	Battalion Chief	B1616
Nick Giampaoli		472-1618	Battalion Chief – Safety	B1618
Cole Periera		669-437-0118	Battalion Chief – Crews	B1619
Zach Rutherford	778-8620	472-1620	Battalion Chief – LE	B1620
Scott Weatherby	778-8621	472-1619	Fire Captain Specialist – LE	P1621
		206-3709	Fire Captain Specialist – LE	P1622
Chelsea Burkett	778-8623	489-0563	Fire Prevention Specialist	P1623



## CAL FIRE SCU UNIT 2024 Resource List

<b><i>CAL FIRE Santa Clara Unit Resource List with Locations</i></b>		
Morgan Hill Station 15670 Monterey Rd. Morgan Hill, CA 95037 (408) 779-5136	Engine 1661 Engine 1671 Dozer 1641	Type 3 Engine Type 3 Engine Type 2 Dozer
Coyote Station Canada & Hot Springs Rd. Gilroy, CA 95020 (408) 842-4012	Engine 1681	Type 3 Engine
Pacheco Station 12280 Pacheco Pass Hwy Hollister, CA 95023 (408) 842-4221	Engine 1677	Type 3 Engine
Smith Creek Station 22805 Mt. Hamilton Rd. San Jose, CA 95140 (408) 274-0766	Engine 1662	Type 3 Engine
Almaden Station 20255 McKean Rd. San Jose, CA 95120 (408) 268-1600	Engine 1672	Type 3 Engine
Alma Station 19650 Santa Cruz Hwy Los Gatos, CA 95030 (408) 354-5050	Engine 1673	Type 3 Engine
Stevens Creek Sta. 13326 Stevens Canyon Rd. Cupertino, CA 95014 (408) 867-3682	Engine 1663	Type 3 Engine
Alma - Helitack 19650 Santa Cruz Hwy Los Gatos, CA 95030 (408) 354-4806	Copter 106	Type 1 Copter
Sunol Station 11345 Sunol Rd. Pleasanton, CA 94556 (925) 862-2197	Engine 1664 Engine 1684 Dozer 1644	Type 3 Engine Type 3 Engine Type 2 Dozer
Del Puerto Station 2142 Sperry Rd. Patterson, CA 95363 (209) 892-5781	Engine 1675 Engine 1685 Dozer 1645	Type 3 Engine Type 3 Engine Type 2 Dozer
Sweetwater Station 47625 Mines Rd. San Jose, CA 95140 (408) 897-3101	Engine 1665	Type 3 Engine
Sunshine Station 11851 Marsh Creek Rd. Clayton, CA 94517 (925) 672-6400	Engine 1666 Engine 1676	Type 3 Engine Type 3 Engine
Castlerock Station 16502 Shulte Rd. Tracy, CA 95377 (209) 835-8853	Engine 1656	Type 3 Engine
Old Pacheco Station 12280 Pacheco Pass Hwy Hollister, CA 95023	Pacheco Crew 1 Pacheco Crew 2	Type 1 Handcrew Type 1 Handcrew
Armory San Jose, CA 95140	CNA16A CNA16B	Type 1 Handcrew Type 1 Handcrew

## APPENDIX D- SPECIAL CONSIDERATIONS

### LANDOWNER/OPERATOR RESPONSIBILITIES AND LIABILITIES

#### **CAL FIRE:**

The following three sections from the California Public Resources Code, Forest, and Fire laws, we feel are appropriate for the agreement:

- (1) P.R.C. section 4170. “Uncontrolled Fire is a Public Nuisance.” Any uncontrolled fire burning on any lands covered wholly or in part by timber, brush, grass, grain, or any other flammable material, without proper precaution being taken to prevent its spread notwithstanding the origin of such fire, is a public nuisance by reason of its menace to life and property.
- (2) P.R.C. section 4170.5. “Authority to Abate an Uncontrolled Fire.” The department or any other duly established fire protection agency may summarily abate an uncontrolled fire as a public nuisance by controlling and extinguishing the fire.
- (3) P.R.C section 4171. "Landowner/Operator Responsibilities and Liabilities" Any condition endangering public safety by creating a fire hazard and which exists upon any property which is included within any state responsibility area is a public nuisance.

While California law differs from that of other Counties regarding the landowner’s responsibility and role when a wildfire occurs, the California citizen nevertheless has a responsibility when a fire kindled or attended by the property owner escapes their control. Health and Safety Code sections 13,000, “Responsibility for Control of Fire”, 13,007, “Liability for Fire Damage”, 13,008, “Due Diligence Required”, and 13,009 “Suppression Cost Collectible” spells out that responsibility and allow for the collection of the costs of suppressing the fire.



## **FIRE SEASON/BURNING PERMITS**

### **CAL FIRE:**

The opening of “declaration of fire season” each spring in California is solely dependent on fuel and weather conditions. Burning with a valid permit is permitted during the fire season prior to July 1<sup>st</sup>. No household trash or garbage can be burned outdoors at residences. The burning hours follow Air Pollution and/or Air Quality control requirements, between 10:00 A.M. and 5:00 P.M. but may vary.

Burn permits are required for residential landscape debris burning of dead vegetation, agency sponsored and agricultural burning projects, and broadcast burning each year from May 1<sup>st</sup> to the end of the declared fire season. Normally no permit is required outside of this period other than one from the Air Pollution and/or Air Quality Control District for certain types of burning operations. The Air Pollution and/or Air Quality Control District permit regulations are in effect year-round. Occasionally all burning is suspended due to extra hazardous conditions, also the same conditions could warrant a deviation from the dates of permits being required. This information would be relayed to the local agency having jurisdiction. CAL FIRE Burn Permits are only for within the State Responsibility Area (SRA), or where CAL FIRE has jurisdictional authority.

Residential burn permits are valid on a yearly cycle, May 1st – April 30th.

For information and permits required outside the SRA / CAL FIRE jurisdiction, contact your local City/County fire authority. If the status in your county is marked as "Burning Allowed", you still must confirm that it is a permissive burn day with your local air quality management agency.

Violations of any Burning Permit Terms are a violation of State Law (Public Resources Code 4421, 4422, 4423, And 4425).

## **VOLUNTEER/CASUAL FIREFIGHTERS**

CAL FIRE welcomes assistance from, volunteers, and emergency workers with the appropriate safety equipment and training. Payment for services will be authorized by a CAL FIRE company officer utilizing a CAL FIRE Personnel and Equipment report (FC33).

## **LAW ENFORCEMENT**

In the event of an apparent law violation, the agency with legal jurisdiction must issue the necessary form(s) to the responsible party. Personnel from the supporting agency, however, would be expected to gather pertinent information and relay to the responsible enforcement officer upon their arrival.

## **VEHICLE USE**

All agencies will ensure that all equipment responding to fires obey California’s Basic Speed Laws and maintain the appropriate liability insurance coverage. All agencies shall "hold harmless" the other from “claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligence or misconduct in relation to the work defined in this agreement.