

Santa Paula Firefighter Utilization

Background

For many years, Ventura County and its individual cities had fire departments made up of full-time and part-time paid volunteer firefighters. As the county has grown, the trend has been to have full-time firefighters and few or no volunteers. At the present time, the Ventura County Fire Protection District (“the Fire Protection District”) serves the unincorporated areas of the county and the cities of Thousand Oaks, Port Hueneme, Moorpark, Simi Valley, Ojai, and Camarillo. The cities of Fillmore, Oxnard, Santa Paula, and Ventura have their own fire departments. It should be noted that the Fire Protection District has six volunteers that are stationed at the Fire Protection District Station 20, within the city of Fillmore. The city of Fillmore’s fire department is made up of three full-time and three volunteer firefighters. The city of Santa Paula has both full-time and volunteer firefighters.

The Grand Jury received a complaint regarding the Santa Paula Fire Department and its agreement with the Fire Protection District. The complaint indicated that full-time firefighters were union members and volunteer firefighters were not. The complaint alleged that volunteers were the objects of dispatch discrimination because they were not union members. The complaint further alleged that as a result of restrictive dispatch of non-union firefighters, the general public, as well as citizens of Santa Paula, were at risk when traveling in the area due to longer response times. This was particularly applicable when using Highway 150, Highway 126, and South Mountain Road.

Methodology

The Grand Jury obtained and reviewed numerous documents, paid visits to various locations and facilities, and held question and answer sessions with some of the involved personnel.

The documents reviewed included:

- A copy of the contract between the union and the Fire Protection District that was in effect at the time of the complaint.
- A copy of the agreement between the Fire Protection District and the City of Santa Paula (“the Agreement”). The County Board of Supervisors approved the Agreement in July of 2002. It consisted of:
 - The Ventura County Fire Dispatch Agreement with Santa Paula
 - The Automatic Aid Agreement
 - The Communications Plan
 - The Operational Plan
 - The Hazardous Material Mitigation Response Agreement

- A copy of an agreement to furnish supplemental and mutual fire protection between the City of Fillmore and the Fire Protection District.
- A copy of an agreement between the City of Fillmore and the City of Santa Paula to furnish supplementary and mutual fire protection and rescue service.
- Maps obtained from the American Automobile Association (AAA) to plot the coverage areas indicated in the Agreement between Santa Paula and the Fire Protection District. These maps were used to establish the approximate mileage between Santa Paula station E81 and the coverage area specified in the Agreement, the mileage between the various Fire Protection District stations, and the specified locations outside of the City of Santa Paula boundaries.
- Information from the Santa Paula Fire Department's Internet web site. The information reviewed included staffing, equipment, and the standard operating procedures used within the department.

The Grand Jury interviewed:

- The Fire Chief of Santa Paula, with particular attention paid to the operations specified in the Agreement with the Fire Protection District.
- The Ventura County Deputy Chief regarding dispatch policy operations applicable for dispatch of Santa Paula equipment per the Agreement.

Findings

- F-01.** The State of California presently requires that firefighters be certified in emergency medicine, breathing apparatus, hazardous materials, and terrorism response. Classes must be taken annually to remain certified.
- F-02.** The City of Santa Paula was required to pay the County \$33,000 in fiscal year 2002/2003 to improve the communication system to meet the requirement of the Agreement with the Fire Protection District.
- F-03.** The City of Santa Paula is presently considering entering an agreement to have the Fire Protection District take over its fire protection requirements.
- F-04.** Santa Paula Station 1 under the Agreement, now known as E81, is manned 24 hours a day by full-time firefighters. However, there are occasions where volunteers are staffing the equipment at the station.
- F-05.** Santa Paula Station 2 under the Agreement, now known as E82, is manned by volunteers on an on-call basis. F-15 below indicates E82's relationship to the Agreement.
- F-06.** Santa Paula Station E82 is now fully manned by volunteers on Saturdays. This is being done on a trial basis.
- F-07.** Most of Santa Paula fire and emergency medical care requests are received by its police department and forwarded to the Fire Protection District dispatch center.

- F-08.** Each morning, information is provided to the dispatch center regarding the staffing of Santa Paula E81. Santa Paula is required to indicate how many full-time and volunteer personnel are staffing the station.
- F-09.** If a volunteer is shown as being on duty, the dispatch policy is to have E81 not respond out of city limits. However, the Incident Commander, normally a fire chief of the Fire Protection District, may override this and have E81 respond based on current situations within the county. This practice is causing a morale problem to exist among the volunteers.
- F-10.** Review of the union contract in effect at the time of the complaint did not indicate any specific information regarding the exclusion of non-union firefighters.
- F-11.** The automatic aid agreement portion of the Agreement provides the first alarm assignments for E81 to cover Highways 150 and 126, and South Mountain Road. There are no provisions for E82 to cover these areas.
- F-12.** There is, however, in the Agreement a provision for E82 to cover Fire Protection District Station 26 should it be out on an incident and not available for providing their normal coverage.
- F-13.** Provisions in the operational plan are made that, should E81 be unavailable for more than thirty minutes at an incident, the Fire Protection District will provide equipment to cover Santa Paula at either the E81 or E82 station location.
- F-14.** Using the boundaries in the operational plan of the Agreement, mileage checks were made from E81 to the destinations described below.
- Highway 150 north to Steckel Park is 4.2 miles.
 - Additional distance to Koenigstein Road is 3.8 miles.
 - County Station 20 coverage south to E81 is 9.5 miles.
 - South Mountain Road and east to Balcom Canyon Road is 5 miles. Fillmore Fire Station covers the distance from Fillmore to Balcom Canyon Road.
 - Highway 126 east to Sycamore Road is 4.6 miles. Fillmore covers from their city limits to Sycamore Road, which is approximately 4 miles.
- F-15.** When requested and available, under the Agreement, Santa Paula is to provide coverage for Fire Protection District Station 26 from E82. If Ventura City Station 6 is available, the coverage will cover westerly from the city boundary to Olive Road. If Ventura Station 6 is not available, coverage will encompass the entire District Station 26 sector. Coverage after 6 p.m. may be provided by Santa Paula Station E81 but must be staffed by full-time firefighters.
- F-16.** Article V of the Agreement requires that both parties will maintain a three-person (full-time personnel) minimum staffing on primary response resources when covering or responding to one another's incidents. This basically requires each to respond with only equipment manned by full-time firefighters. If the other party cannot accomplish this, the duty chief shall be

notified. Both parties have retained the right to accept or reject coverage response resources staffed with less than three persons.

- F-17.** Review of the Santa Paula Fire Department Internet web site indicated information regarding the Agreement was not included, although there was a section provided for it.

Conclusions

- C-01.** In reviewing the complaint and based on the discussions noted in the findings, the Grand Jury felt there was a morale problem among the volunteers and perhaps the full-time firefighters with regard to how E82 functioned under the Agreement. (F-08, F-09, F-11, F-15)
- C-02.** Although there was no specific wording found in the union contract to prohibit the use of E82 outside of Santa Paula city limits, it is rarely dispatched other than as specified in the Agreement with the Fire Protection District. (F-05, F-15)
- C-03.** Although the Santa Paula Fire Department Internet web site contains much information for the public, it is outdated since it does not include information about the Agreement. (F-17)
- C-04.** In reviewing the coverage areas outside of the city limits as assigned under the Agreement, the initial response times for E81 appear to be adequate, considering that in all directions from city limits, half the distance from other stations is approximately 4 to 5 miles. However, should E81 be on a long assignment on an incident, there might be a question of whether the Fire Protection District equipment could respond in a shorter time span than E82. In most incidents, the volunteers would have to be called out as opposed to readily manned equipment being available. (F-04, F-05, F-11, F-14, F-15)

Recommendations

- R-01.** That the Santa Paula volunteers be given a detailed briefing of the Agreement between their city and the Fire Protection District. The Santa Paula fire chief and perhaps a representative from the Fire Protection District should accomplish this.
- R-02.** The Santa Paula Fire Chief or his designate should review and bring the Internet web site up to date.
- R-03.** During the annual review of the Agreement, as required by Section XI, by the respective chiefs or their designates, the use of volunteers and E82 assignments should be given closer scrutiny to determine whether E82 could respond more quickly than Fire Protection District equipment, under certain conditions.

Responses

Recommendations	R-01	R-02	R-03
Responses Required From:			
Santa Paula City Council	X	X	X
Responses Requested From:			
Santa Paula Fire Chief	X	X	X
Fire Protection District Chief			X