

**Idyllwild Fire Protection District**

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**Idyllwild, CA 92549**

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(day, date)

Mark A Cope Presiding Judge

Superior Court of California County of Riverside

4050 Main St

Riverside CA 92501

RE: Response to Riverside County Grand Jury Report, dated Tuesday, June 17, 2014

The following is the Idyllwild Fire Protection District’s response to the 2013-2014 Grand Jury Report, dated Tuesday, June 17, 2014:

**Background:**

While the District is not asked nor required to respond to the Background found in the Grand Jury Report, the District feels compelled to respond due to the number of inaccuracies presented by the Grand Jury in the Background section of the Report.

 In its “Background”, the Grand Jury reports:

“At the time of this 2013-2014 Grand Jury investigation, the IFPD employed one chief, one administrative captain, two shift captains, two paramedics (that are reserves), eight RMT’s (that are reserves) and one part-time administrative assistant.”

At the time of the Grand Jury Investigation and Report:

* The District employed 1 Fire Chief; 1 Administrative Captain; and 2 Shift Captains. 1 additional Shift Captain position was open due to a retirement.
* The District also employs 2 Engineer Paramedics, 2 Firefighter Paramedics, and 1 Firefighter EMT.
* The District does have 2 Paramedics that are Reserves.
* The District does have 8 EMT’s that are Reserves.

The District is concerned that the Grand Jury failed to note the correct staffing after obtaining sworn testimony from “present members of the IFPD; IFPD Fire Chief; IFPD Captain, Paramedic, Training Officer (aka Administrative Captain); and an IFPD Board Commissioner”. Additionally, the District is concerned that the Grand Jury references that it reviewed “Past Grand Jury Reports” but failed to note that the District corrected the incorrect findings with its response to the previous Grand Jury Report (February, 2014).

The Grand Jury goes on to state in the “Background”:

“A Finance Committee was formed by the Board in January, 2014, that includes two Board members and three Idyllwild residents. The Finance Committee meets every two weeks.”

The District states that in actuality: The Finance Committee was formed with membership of two (2) Board members, two (2) community members and one (1) alternate community member. While the community members and the alternate community member are residents of the greater Idyllwild community, they are not all residents of Idyllwild Fire Protection District. One (1) member is a resident of the Mountain Center area which is outside of IFPD and outside of the contract for IFPD Ambulance Zones. Parts of the Mountain Center area are subject to the Automatic Aid Agreement and all are subject to the Mutual Aid Agreement. At the time of the Grand Jury investigation the Finance Committee did not have a set meeting schedule.

The District further states that the lack of attention to detail found in the “Background” section of the Grand Jury Report is troublesome. Additionally, the lack of attention to detail is demonstrative throughout the balance of the Report as narrow in scope, lacking in objectivity and fairness, one-sided and prejudiced.

**Methodology:**

The Grand Jury did not interview four of the five Board of Commission members; including the President of the Commission.

The District did not provide “IFPD Incident Logs” to the Grand Jury, as the documents were never requested from the District; said documents were obtained by the Grand Jury without the knowledge of the District. The District cannot verify that the documents the Grand Jury received were actually IFPD Incident Logs.

The Fire Chief and the Administrative Captain were not asked to testify to all accusations and allegations brought forth in the Grand Jury Report.

Additional individuals not interviewed and documents not requested or reviewed by the Grand Jury in compiling the Report are noted under the individual areas of this response.

**Findings:**

The Grand Jury states “Accusations Made by the IFPD Captain, Training Officer (aka Administrative Captain)”.

The District has verified with the Administrative Captain that no such accusations were made by the Administrative Captain.

1. Accusation 1 – Photo

Response:

The District disagrees partially with the finding.

The Administrative Captain has voluntarily acknowledged that a photo was taken and Complainant was sleeping.

The District calls into question the validity and credibility of the balance of the finding due to the following:

* The District states that no “conference call” with the Administrative Captain, the Complainant and the Fire Chief at the Pechanga Fire Department ever took place.
* The District did not receive a complaint prior to the Grand Jury Report about this incident; and did not receive a complaint or comment from the Complainant about this incident until the Complainant addressed the Board during the Regular Board Meeting of Tuesday, August 12, 2014; additionally, the District has not ever received a complaint about this incident from any other party.
* Contrary to the Grand Jury Report, the Complainant was a Paramedic student doing field clinical time, not a Paramedic Reserve or District employee. The Complainant has never served as an employee, Reserve Intern, or Volunteer with the District.
* Complainant was disgruntled due to Complainant’s inability to successfully complete his field clinical time with the District.
* The District has documentation from several sources verifying that the Complainant had numerous difficulties brought-on by himself that were memorialized in communications with the IFPD staff and the college.
* The Grand Jury did not interview the Fire Chief of the Pechanga Fire Department.
* The Fire Chief of the Pechanga Fire Department states that the statements related to Pechanga Fire Department and the Complainant are not factual.
* The Grand Jury did not subpoena any records from the Pechanga Fire Department.
* The Complainant was a Reserve with the Pechanga Fire Department, not an employee as stated in the “Findings”.

Accusation 2 – Slanderous Comments

Response: The District disagrees partially with the finding.

The District acknowledges that the District received complaints related to Accusation 2. The District initially received the complaints outlined in Accusation 2 on January 24, 2014 from an outside, third-party. The District secured the services of an outside, third-party private investigator which was recommended by the District’s insurer to investigate the complaints. Based on the information and statements collected by the investigator, “the District determined that it was unable to corroborate the complaints with any certainty or validity”; and the investigation into the matter has been closed.

Accusation 3 – Accident involving District Vehicles

Response: The District disagrees partially with the finding.

The District acknowledges that an accident involving District-owned vehicles took place while handling an emergency call.

The District conducted an investigation into the accident as well as an after-accident review. All documents were forwarded to the Grand Jury at their request.

As indicated in the documents, the accident took place on October 08, 2012. Note that the Grand Jury questioned the documents after the documents were faxed back to the Grand Jury as based on “sworn testimony”; the Grand Jury insisted that they were reviewing an accident that occurred on October 13, 2012; when in fact the accident actually occurred on October 08, 2012. There were no IFPD vehicle accidents on October 13, 2012.

The District calls into question the validity and credibility of the balance of the finding due to the following:

* The District did not receive a complaint prior to the Grand Jury Report about this incident; and did not receive a complaint or comment from the Complainant about this incident until the Complainant addressed the Board during the Regular Board Meeting of Tuesday, August 12, 2014; additionally, the District has not ever received a complaint about this incident from any other party.
* The District does not own any vehicles numbered “Truck 625” and “Ambulance 621”.
	+ The vehicles involved in the accident on October 08, 2012, were Truck 621 and Ambulance 625.
* As stated during the sworn testimony before the Grand Jury by both the Fire Chief and the Administrative Captain, the Fire Chief was notified immediately that there was an accident involving District vehicles; including the circumstances and parties involved.
* Per the Grand Jury: “According to sworn testimony, the ADCAP asked each ambulance personnel to take the blame for the accident because they needed to “protect” the driver of Truck 621”.
	+ This statement is not true as the Fire Chief was notified immediately of the accident; reviewed the incident immediately; reviewed the accident report prior to release to the insurance company; and reviewed the findings of the after-action review. There has never been any evidence supporting this false allegation or the Grand Jury’s statement.
* Per the Grand Jury: “Through sworn testimony the Grand Jury learned that the truck driver was up for a promotion at that time”.
	+ The statement is not true as the driver of the apparatus was not up for a promotion; there were no promotional positions available within the District at the time of the accident. The District did not have a promotional position available until June, 2014; nearly two (2) years after the accident took place.
* Per the Grand Jury: “Both ambulance personnel refused to take the blame but did sign an accident letter the ADCAP created to absolve all involved, including himself”.
	+ The District states that the Administrative Captain never asked anyone to take the blame for the incident nor to create or sign a falsified report or document.
	+ This statement is not true as the Fire Chief reviewed the incident immediately; the accident report prior to release to the insurance company; and the findings of the after-action review. There has never been any evidence supporting this allegation or that of the Grand Jury’s statement.

Accusation 4 – Forced IV Start

Response: The District disagrees wholly with the finding.

The District calls into question the validity and credibility of the entire accusation due to the following:

* The District did not receive a complaint prior to the Grand Jury Report about this incident; and did not receive a complaint or comment from the Complainant about this incident until the Complainant addressed the Board during the Regular Board Meeting of Tuesday, August 12, 2014; additionally, the District has not ever received a complaint about this incident from any other party.
* The District did not and has not ever received a complaint from the patient, patient’s family, the receiving facility or the patient’s doctor(s) about this incident, the caregivers or the District.
* The Grand Jury did not interview either the Idyllwild Fire Protection District’s EMS Coordinator or its Medical Program Director.
* The Complainant was a paramedic student doing field clinical time; the Complainant was not a certified EMT-Paramedic.
	+ The Complainant was under the supervision of two (2) State and County-certified paramedics at the time of the incident that have independently, through written documentation, verified the complainant’s / student’s inability to make correct decisions based on the patient’s medical condition(s). These State and County-certified paramedics also verified the patient’s need for IV fluids, and verified the patient’s need for transport to an appropriate receiving medical facility.
	+ The Complainant was not qualified to make medical determinations of patients on his own without certified Paramedic supervision.
* Complainant was disgruntled due to Complainant’s inability to successfully complete his field clinical time with the District.
* The District has documentation verifying that the Complainant had numerous difficulties brought-on by himself that were memorialized in communications with the college.
* The District’s EMS Coordinator and Medical Director have both reviewed the incident in question and have concurred with the need for IV fluids and transportation of the patient for diagnosis by an MD and definitive treatment.

Accusation 5 – Forged Signature

Response: The District disagrees wholly with the finding.

The District calls into question the validity and credibility of the entire accusation due to the following:

* The District did not receive a complaint prior to the Grand Jury Report about this incident; and did not receive a complaint or comment from the Complainant about this incident until the Complainant addressed the Board during the Regular Board Meeting of Tuesday, August 12, 2014; additionally, the District has not ever received a complaint about this incident from any other party.
* The District has reviewed the letters and documentation related to the accusation.
	+ The Administrative Captain sent a letter to the college stating that the signature and the initials on the documentation supplied by the Complainant were not those of the Administrative Captain.
	+ There is no supporting documentation indicating that the Administrative Captain ever accused the Complainant of “forgery”.
* The District stands by the letters and documentation supporting the Administrative Captain’s concerns in regard to the possible falsification of documentation.
* The District disagrees with the Grand Jury’s validation of the Complainant’s accusation through the use of a “forensic handwriting expert report” as the Administrative Captain was never subpoenaed to supply the “expert” with witnessed signatures.
* Complainant was disgruntled due to Complainant’s inability to successfully complete his field clinical time with the District.
* The District has documentation verifying that the Complainant had numerous difficulties brought-on by himself that were memorialized in communications with the college.

Accusation 6 – Falsification of Training Records

Response: The District disagrees wholly with the finding.

The District calls into question the validity and credibility of the entire accusation due to the following:

* The District did not receive a complaint prior to the Grand Jury Report about this incident; and did not receive a complaint or comment from the Complainant about this incident until the Complainant addressed the Board during the Regular Board Meeting of Tuesday, August 12, 2014; additionally, the District has not ever received a complaint about this incident from any other party.
* There is a “checks and balances” process to insure that all training documentation is complete and verified by qualified personnel at several levels prior to submission.
* The District’s training records are subject to independent review by both the Training Division of State Fire Marshal’s Office and the District’s Risk Management (insurance) Pool.
* The District has received acknowledgement from the District’s Risk Management Pool that the District exceeds the minimum requirements set forth in its training requirements and the “checks and balances” of the training requirements and documentation.

 Nonfeasance / Fire Chief

Accusation 1 – EMT-Paramedic Certification

Response: The District disagrees wholly with the finding.

The District calls into question the validity and credibility of the entire accusation:

* The Grand Jury did not review or subpoena any documentation related to the recruitment, hiring process, work agreement, establishment of goals, or performance evaluations of the Fire Chief.
	+ There is no documentation to support the charge of “Nonfeasance”.
* The Grand Jury did not interview any of the three (3) Fire Commissioners involved in the hiring and subsequent evaluations of the Fire Chief.
	+ The Grand Jury did not interview anyone directly or indirectly involved in the hiring of the Fire Chief.
* The Grand Jury chose to disregard sworn testimony by the Fire Chief stating that obtaining the EMT-Paramedic certification was a goal, not a requirement or condition of employment.
* The “sworn testimony” received by the Grand Jury stating “the Fire Chief was required to obtain his California Paramedic Certification within the first six months of employment” is hearsay and should not be given any weight due to the lack of supporting documentation and the fact that no testimony was received by anyone involved in the hiring and subsequent evaluations of the Fire Chief.
	+ The “requirement” for the Fire Chief to obtain his EMT-Paramedic certification was never a requirement, but a verbalized goal.

Accusation 2 – Testimony against the Fire Chief

Response: The District disagrees wholly with the finding.

The District is a para-military oriented agency, with a clear, purposeful and delineated chain of command. The District’s operations are led by the Fire Chief, who receives his authority, direction, and supervision from the body of the Board of Commissioners. The subordinate line personnel are neither in charge of the District nor the Fire Chief.

The Grand Jury noted under the “Methodology” section of the Report that it had reviewed the following documents including: IFPD Policy and Procedures; IFPD Rules and Regulations; IFPD Board of Commissioners Agendas / Minutes; and IFPD Board of Commissioners Policy and Procedures. The District calls into question whether or not the Grand Jury actually reviewed the documents and its ability to interpret the documents as it appears that the Grand Jury fails to note the District’s chain of command wherein the District is led by the Board of Commissioners and Fire Chief, not the subordinate line personnel.

Additionally, it is the responsibility of the Fire Chief to assign and determine the duties of the Administrative Captain and subordinate line personnel. It is neither the duty nor responsibility of the subordinate line personnel to instruct, advise, assign, evaluate, determine or establish the duties and responsibilities of the Fire Chief or the Administrative Captain.

Accusation 3 – Administrative Captain has too many job responsibilities.

Response: The District disagrees wholly with the finding.

It appears that the Grand Jury arrived at this finding and accusation based on the determination of subordinate line personnel through sworn testimony of the same. It is the responsibility of the Fire Chief to assign and determine the duties of the Administrative Captain, not the Grand Jury or the subordinate line personnel.

In the District’s response (February, 2014) to the previous Grand Jury Report received in December, 2013, the District stated that the Grand Jury at that time failed to recognize and separate the duties of the Administrative Captain and that of the duties outside the responsibilities as Administrative Captain. It is apparent that the Grand Jury is unable or unwilling to accept that it is the District, not the Grand Jury, which is responsible for assigning duties and responsibilities to personnel. Additionally, it is the District and not the Grand Jury that is beholden to the voters, taxpayers, residents and transient population for the delivery of service within the boundaries of the District and those of its contracted areas, within the means of the District’s Budget. While the Grand Jury has oversight, it has, by no means any demonstrated experience or expertise with either the fire service, fire districts or special districts in general. Furthermore the Grand Jury feels that it is free to offer its completely narrow in-scope, lacking in objectivity and fairness, one-sided and prejudiced opinion, regardless of impact to the District’s Operations or Budget.

**Recommendations:**

1. IFPD Captain, Paramedic, Training Officer (aka Administrative Captain)
	1. IFPD shall follow the Firefighter’s Code of Ethics…

Response: The recommendation has been implemented.

The District states that the District follows the numerous Ethics and Conduct Codes contained in both its Board Policies and in the Rules and Regulations of the District.

The District can only assume that the Grand Jury is referencing the “National Firefighter Code of Ethics” as promoted by the National Society of Executive Fire Officers (NSEFO). The District maintains that the Rules and Regulations of the District both exceed and supersede those of the “National Firefighter Code of Ethics”. The District notes that the “National Firefighter Code of Ethics” is voluntary and not binding; whereas the Board Policies and the Rules and Regulations adopted by the District are both binding and enforceable.

The District finds it very troublesome that the Grand Jury states that it had “reviewed” the “IFPD Policy and Procedures; IFPD Rules and Regulations; and IFPD Board of Commissioners Policy and Procedures”, but failed to note that the District has extensive Ethics and Conduct Codes throughout its Policies and the Rules and Regulations.

* 1. A code of ethics training program shall also be a part of the overall training.

Response: The recommendation has been implemented.

The District states that District personnel and Board members are required to participate in ethics training on an annual basis.

* 1. IFPD Board shall conduct an independent investigation into the Administrative Captain’s behavior and consider terminating him for violating the Firefighter’s Code of Ethics and placing IFPD in a potentially liable position.

Response: The recommendation will not be implemented because it is not warranted or reasonable.

The District further states that no such investigation is warranted as addressed in the Response to the Accusations.

Additionally, the District states that unlike the Grand Jury, the District must conduct a thorough, and unbiased investigation, honoring employees’ rights and protections; while following due process outlined in State and Federal law and District Policy.

The District also states that it is inappropriate for the Grand Jury to state that the District should “conduct an independent investigation and consider termination” when:

* The Grand Jury failed to conduct a thorough and unbiased investigation;
* The Grand Jury assumes that the Administrative Captain will be found guilty without a thorough and unbiased investigation, due process, or properly administered legal proceedings;
* The Grand Jury cites the “Firefighter’s Code of Ethics” which is not legally applicable;
* The Grand Jury fails to recognize the District’s Policy, Rules and Regulations as being legal, binding and enforceable;
* It is outside the scope of the Grand Jury to manage or supervise personnel;
1. Fire Chief
	1. The Fire Chief shall obtain his Paramedic Certification and show proof that he is in compliance with his employment contract.

Response: The recommendation will not be implemented because it is not warranted.

The District states that the Fire Chief is in compliance with his Employment Agreement. Additionally the District states that it is the District’s Board of Commissioners, and not the Grand Jury, that supervises the Fire Chief and establishes the criteria under which the Fire Chief is employed.

* 1. The Board shall ensure that the Fire Chief assumes full management responsibility of fire department services and activities (i.e. fire prevention, suppression, investigation, emergency medical services and public education).

Response: The recommendation has been implemented.

The District states that the District’s Board of Commissioners supervises and evaluates the Fire Chief on a continuous and ongoing basis.

The District further states that the District’s Board of Commissioners and the Fire Chief fully understand the Fire Chief’s duties and responsibilities, administratively and operationally, as recognized by Board Policy and the Fire Chief’s Position Description. Additionally, the District recognizes and understands that the Fire Chief assigns duties and responsibilities to subordinate personnel as he deems necessary, while maintaining appropriate supervision and management of such assignments; as is permitted in an agency such as a Fire District; and as is necessitated in an agency the size of the District.

* 1. The Board shall thoroughly evaluate the Fire Chief’s duties, responsibilities and performance, conduct an independent investigation and consider termination.

Response: The recommendation has been partially implemented.

The District states that the District’s Board of Commissioners supervises and evaluates the Fire Chief on a continuous and ongoing basis, both formally and informally.

The District further states that no such investigation is warranted as addressed in the Response to the Accusations.

Additionally, the District states that unlike the Grand Jury, the District must honor employees’ rights and protections; while following due process outlined in State and Federal law and District Policy.

The District also states that it is inappropriate for the Grand Jury to state that the District should “conduct an independent investigation and consider termination” when:

* The Grand Jury failed to conduct a thorough and unbiased investigation;
* The Grand Jury assumes that the Fire Chief will be found guilty without a thorough and unbiased investigation or due process;
* The Grand Jury assumes that the charges rise to the level of termination;
* It is outside the scope of the Grand Jury to manage or supervise personnel, including appointed officials.

Respectfully,

The Idyllwild Fire Protection District Board of Commissioners:

Jerry Buchanan Larry Donahoo

President Vice President

Nancy Layton Rhonda Andrewson

Treasurer Secretary

 Jeannine Charles-Stigall

 Commissioner

CC: Riverside County Grand Jury

 Riverside County Clerk-Recorder