

CITY OF HANFORD/CITY MANAGER “RETIREMENT”

SYNOPSIS:

The Kings County Grand Jury began its investigation on November 21, 2005 and completed it on May 24, 2006.

As the Grand Jury commenced its investigation of the “Employment Agreement for a Fixed Term and General Release” (Exhibit 2) it became apparent that many other areas of inquiry were necessary. In order to present a complete understanding of how and why the City of Hanford comes to important decisions, especially regarding fiscal matters, a wider and deeper scrutiny had to be initiated.

The Grand Jury found that a very important document, namely a “Letter of Agreement” (Exhibit 1) dated December 11, 1990 and signed by the then Mayor and the newly hired City Manager , was withheld from present City Council members. This document should have been available to them while they were attempting to arrive at a proper and informed decision as to the terms and conditions contained in the “Employment Agreement for a Fixed Term and General Release” (Exhibit 2).

It is apparent to the Grand Jury that numerous errors were made regarding advice given to the City Council on how to conduct their closed sessions and in the reviewing and suggesting of changes to the “Employment Agreement for a Fixed Term and General Release” (Exhibit 2). This resulted in numerous Brown Act violations.

The Grand Jury also discovered that there was no formal evaluation process in place for the City Manager, although City Council members past and present have urged such action for many years.

The investigation also revealed that no minutes are taken in any form during closed sessions (regular or special) although they are permitted (but not required) by the Ralph M. Brown Act.

The investigation also revealed a lack of security with regard to storage and access to city employees' personnel files.

AUTHORITY:

Our authority is pursuant to of the California Penal Code §925(a)that states,

“The Grand Jury may at any time examine the books and records of any incorporated city or joint powers agency located in the county. In addition to

any other investigatory powers granted by this chapter, the Grand Jury may investigate and report upon the operations, accounts, and records of the officers, departments, functions, and the method or system of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit.”

WHY THE GRAND JURY INVESTIGATED:

Our mandate as a Grand Jury is “...(2) to act as the public ‘watchdog’ by investigating and reporting upon the affairs of local government ...”

(McClatchy Newspapers v Superior Court [1988] 44 Cal. 3d 1162, 11760),

therefore the public interest demanded this investigation.

METHOD OF INVESTIGATION:

The Grand Jury enlisted the aid of the Kings County District Attorney's Office in establishing how to proceed with this investigation. This is allowable under California Penal Code §935 which states, "The District Attorney may at all times appear before the Grand Jury for the purpose of giving information or advice relative to any matter cognizable by the Grand Jury, and may interrogate witnesses before the Grand Jury whenever he thinks it necessary."

It was decided that a permanent recorded transcript should be made.

Therefore, Kings Court Reporters was retained to record and transcribe all testimony and the District Attorney's Office conducted the questioning of all witnesses on behalf of the Grand Jury. All witnesses were placed under oath prior to their testimony and admonished after their testimony not to reveal any matters discussed during their appearance before the Grand Jury.

The Grand Jury interviewed nineteen (19) witnesses, some of whom were

interviewed multiple times. Sixty-three (63) exhibits were collected as evidence and examined. The final recorded transcripts consist of twenty-one (21) volumes containing eleven hundred seventy-nine (1179) pages of testimony.

FINDINGS:

A. “EMPLOYMENT AGREEMENT FOR A FIXED TERM AND GENERAL RELEASE” (signed and dated November 15, 2005). (Exhibit 2)

1. This agreement was negotiated by attorneys representing the City Council and the City Manager over a period of weeks, with the agreement being signed by the Mayor of Hanford and the City Manager prior to an open session of the City Council on November 15, 2005.

2. Under Paragraph 2 of this agreement, the City Manager “for the time period of December 1, 2005 through June 30, 2006, will continue as City Manager

and thereafter, he will remain in paid status as Assistant City Manager with the City providing services only as directed by the City Council, through August 1, 2007, when he will officially commence his retirement.”

3. Under Paragraph 3 of the agreement, “In the event that prior to June 30, 2006, the Hanford City Council hires a new City Manager or Mr. Reynolds’ performance as City Manager is not consistent with the Council’s expectations, the parties agree that he shall vacate the City Manager position without loss of any salary and benefits and will assume the position of Assistant City Manager. As Assistant City Manager, Mr. Reynolds shall provide services only as directed by the City Council.”

(Underlining added)

4. Paragraph 4 of the agreement states, “In the event any of the actions identified in Paragraph 3 of this agreement and release occur, Mr. Reynolds shall vacate the position of City Manager, and assume the position of Assistant City Manager and will be on paid administrative leave at same the (sic) salary

and benefits, through August 1, 2007, the date upon which Mr. Reynolds will retire from the City pursuant to the City's retirement benefit program then in effect."

(Underlining added)

5. Under this agreement, the total salary and benefits to be received by the City Manager for the period of July 1, 2006 through August 1, 2007 (while on paid administrative leave) will be \$208,754. This is thirteen (13) months times \$12,197 monthly salary, plus \$3,861 monthly benefits.

6. Under this agreement, with the extension of the City Manager's "employment" from June 30, 2006 until August 1, 2007, the City Manager's retirement benefits will increase from "2% at 55" to "3% at 60." Under the current plan retiring persons would receive 2% of their final salary times the number of years of employment, starting at age 55. Under the future plan, which takes effect on July 1, 2007, retiring persons will receive 3% of their final salary times the number of years employed, starting at age 60. The new

retirement program greatly increases the value of this agreement for the retiring employee, and will also significantly add to the expenses incurred by the City of Hanford.

7. Nowhere in this agreement is it stated that the City Council has the ability to “fire” the City Manager for non-performance of duties. Its only recourse, according to the agreement, is that the City Manager “shall vacate the City Manager position without loss of any salary and benefits and will assume the position of Assistant City Manager.” (Paragraph 3)

Paragraph 4 states he will “assume the position of Assistant City Manager and will be on paid administrative leave at same the (sic) salary and benefits through August 1, 2007, the date upon which Mr. Reynolds will retire from employment with the City pursuant to the City’s retirement benefit program then in effect.”

Therefore, according to this agreement, the only action the City Council can take in the event of non-performance by the City Manager is to continue to pay

at full salary through August 1, 2007 in order to insure eligibility for the improved retirement package.

As one City Council member stated under oath, “hell of a deal, huh?”

8. Under a prior agreement, the City Manager was an “at will” employee who could be terminated at any time and for any reason. Under the current agreement, the City Manager is now an employee for a “fixed term” (through August 1, 2007) and there is no way the City Council can terminate him. The Grand Jury cannot understand why the City Council signed off on such a one-sided agreement. The Council’s explanation that it felt it had a moral obligation to be generous with their termination settlement does a disservice to the public.

9. Under Resolution No. 0501-R (exhibit #3), passed by the City Council on January 4, 2005 and still in effect on November 15, 2005, the vacant Assistant City Manager’s position has an approved salary range of \$7,635 - \$9,162/month, well below the salary stated in paragraph #4 of the November

15, 2005 agreement (\$12,197 per month). This constitutes a violation of city law. This violation was not corrected until the passage of resolution No. 06-02-R, which was not passed until January 3, 2006, more than six (6) weeks after the new agreement was signed.

10. The Grand Jury has concluded that the use of special and regular closed sessions, without ever reporting in open session, is a serious violation of Government Code §54957(b)(4) (“The Brown Act”), which states, “Closed sessions held pursuant to this subdivision shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline.”

11. The Grand Jury, based on evidence and testimony gathered and recorded under oath, cannot help but conclude the following:

(a) The City Council did not have all the information and documents it needed prior to its decision to enter into its November 15, 2005 agreement to terminate the current City Manager.

(b) The City Manager withheld information from the City Council to which it was entitled.

(c) The City Council, instead of exercising due diligence in the pursuit of information which it needed in order to make a proper and informed decision, relied on the false or uninformed assurances of others.

(d) The City Attorney, who has served since 1989, failed in providing the City Council with the proper and complete information necessary to make informed and knowledgeable decisions on behalf of the people of Hanford.

(e). The City Clerk failed to follow up on requests from numerous people for information which they needed (the 1990 Letter of Agreement) (Exhibit 1).

B. THE CITY OF HANFORD AND THE 1990 AGREEMENT

(EXHIBIT 1)

City of HANFORD

CITY HALL 400 NORTH DOUTY STREET CALIFORNIA 93230

(209) 582-2511



MAYOR
ARTHUR G. BARTEL
COUNCIL MEMBERS
ART BRIENO
SIMON LAKRITZ
MARCIE BUFORD
JOHN S. LEHN
CITY MANAGER
JAMES L. ARMSTRONG

December 11, 1990

Jan E. Reynolds
228 Bainbridge Drive
Hanford, CA 93230

Dear Jan:

This letter is to confirm our conversation concerning the City Council offer and your acceptance of the position of City Manager for the City of Hanford.

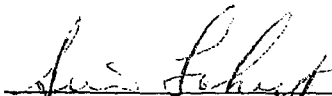
The starting date of your employment will be December 11, 1990. The benefits for employment as we discussed are listed below:

1. For the first six months your annual salary will be \$68,000;
2. At six months, your salary will be reviewed and increased to a minimum of \$71,000;
3. The City will provide its management package equivalent to 3% of compensation;
4. The City will pay 50% of the employee's and dependents health, dental, and life insurance as provided under the City's standard group plan;
5. The City will pay the employee's 7% contribution to PERS;
6. The City shall provide an automobile allowance of \$350 per month;
7. Should the City terminate the employee for reasons other than malfeasance or illegal acts, the City shall pay to the employee a lump sum cash payment equal to six (6) months current aggregate salary;
8. Benefits regarding vacation, holidays, and sick leave will follow the normal City policies as specified in the Personnel Rules.

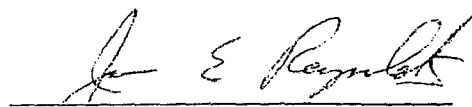
Personally, I am very pleased with your acceptance of this position for the City and look forward to beginning our working relationship involving many future assignments and challenges.

Please sign the enclosed copy of this letter and return it to me indicating your agreement with the above offer.

Very truly yours,


Simon Lakritz, Mayor
City of Hanford

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Jan E. Reynolds

1. The Letter of Agreement (Exhibit 1) is dated December 11, 1990, printed on City of Hanford letterhead, and signed by the then Mayor of Hanford and the incoming City Manager.
2. This Letter of Agreement (Exhibit 1) contains eight numbered items listing the benefits for employment offered to and accepted by the new City Manager.
3. Item 7 of this agreement states, “should the City terminate the employee for reasons other than malfeasance or illegal acts, the City shall pay to the employee a lump sum cash payment equal to six (6) months current aggregate salary.”
4. Although this letter was superseded by the agreement signed and executed November 15, 2005, there is no mention made of it in the new agreement.
5. The Grand Jury sent a letter to the City Clerk dated November 28, 2005 requesting copies of all agreements between the City of Hanford and the City Manager, and received copies of both the December 11, 1990 Letter of

Agreement (Exhibit 1) and the November 15, 2005 agreement within seventy-two (72) hours.

6. Current and former members of the Hanford City Council made numerous inquiries as to the existence of an agreement between the City and the City Manager, but it was never given to any of them.

7. The Grand Jury cannot understand how it could obtain this document so easily, but elected City officials could not.

8. Under this 1990 agreement, the City Manager was an “at will” employee, subject to the will of those who employ him, the City Council.

9. The Grand Jury wonders if knowledge of the 1990 agreement would have affected the initiation of the November 15, 2005 agreement and if, in fact, it would have been initiated at all.

10. The Grand Jury cannot help but conclude that information regarding the existence of the 1990 agreement was withheld from City Council members.

11. As the official body employing the City Manager, the City Council should have been provided with a copy of the 1990 agreement upon first assuming office after being elected.

12. The City Manager stated under oath that he provided four of the five City Council members sitting in 2005 a copy of the 1990 agreement.

13. Each of those City Council members stated under oath that they had never seen nor heard of the 1990 agreement prior to their grand jury appearance.

14. Obviously, finding #12 and finding #13 directly contradict each other.

15. Upon being informed by the Grand Jury of the existence of the 1990 letter of agreement some City Council members stated that it would not have made “any difference” in decisions made as to the terms and conditions of the November 15, 2005 agreement

16. Throughout all the hundreds of pages of sworn testimony given before the Grand Jury, no one would admit to authorship of the 1990 agreement. The firm hired by the City when it began its search for a new City Manager stated

that drafting agreements is not usually done for its clients. The City Attorney denied any knowledge of its existence or preparation. The former members of the City Council interviewed who were serving at that time could not remember who prepared the agreement.

The Grand Jury, through interviews with former and current city employees who would have been responsible for filing this agreement, could find no one who had ever seen it. From 1990 until the Grand Jury received it, this agreement remained inaccessible to all who asked if one existed.. However, when the Grand Jury requested this information, through normal channels (a letter requesting same), it was provided within seventy-two (72) hours.

The Grand Jury cannot help but find that this vital document was withheld from those who requested it, and had a legal right to possess it.

17. While the Grand Jury appreciates the speed with which documents have been provided (usually under subpoena), we cannot begin to comprehend why

this information could not be produced for the elected officials who represent the people of Hanford.

C. RALPH M. BROWN ACT (CLOSED SESSIONS)

1. The Hanford City Council began holding a series of regular and special closed sessions on July 19, 2005 to set up an evaluation process for reviewing the job performance of the City Manager.

2. After several additional closed sessions (August 16, 2005, August 29, 2005, September 7, 2005, September 13, 2005 and September 21, 2005) the City Council came to the conclusion that it was not satisfied with the City Manager's performance. This was reported to the Grand Jury under oath.

3. For all meetings held through September 21, 2005 the agenda item was correctly labeled as "Performance Evaluation Process (GC 54957) – City Manager."

4. It was stated under oath by the City Clerk that the agenda item labeling for all closed sessions was supplied by the City Attorney.

5. At the special City Council meeting of September 28, 2005 it was decided by a 3-2 vote to fire the City Manager. (Stated under oath.)

It was also decided at this meeting to retain outside counsel to guide the City Council in their negotiations with the City Manager. As of that meeting the item labeling “Performance Evaluation Process (GC 54957) – City Manager” became inappropriate because the discussions of performance had ended and a discussion of a proposed termination settlement for the City Manager began.

6. Government Code §54957(b)(4)(“Brown Act”) states explicitly, “Closed sessions held pursuant to this subdivision shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline.” It is clear to the Grand Jury that the City Council, by coming to the November 15, 2005 “Employment Agreement For a Fixed Term - General Release” (Exhibit 2) had no intention of reducing

compensation as a result of the imposition of discipline. All meetings which included discussions of compensation therefore violated the Brown Act.

7. The closed sessions of October 4, 2005, October 10, 2005, October 18, 2005 and October 26, 2005 were incorrectly labeled "Performance Evaluation Process (GC 54957)- City Manager". Each was a Brown Act violation. The Brown Act was again violated by the continuing discussions regarding compensation at each of these meetings

8. In fact, the "Employment Agreement For a Fixed Term – General Release" (Exhibit 2) was approved by the City Council during the November 15, 2005 closed session, the closed session was adjourned, and the document was signed by the Mayor and the City Manager prior to returning to open session.

9. No reports were made to open sessions after any of the closed session meetings between September 28, 2005 and October 26, 2005. The signed agreement was announced by the City Council at the open session on November 15, 2005. This omission adds another Brown Act violation. GC

54957.1 (5) states explicitly, “Action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee in closed session pursuant to GC 54957 shall be reported at the public meeting during which the closed session is held. Any report required by this paragraph shall identify the title of the position

(Underlining added.).

10. The Grand Jury finds that the Hanford City Council should have received better guidance to insure they operated within the rules of the Brown Act.

11. The Ralph M. Brown Act, in GC 54959 states, “each member of a legislative body where action is taken in violation of any provision of this chapter, and where the member intends to deprive the public of information to which the member knows or has reason to know the public is entitled under this chapter, is guilty of a misdemeanor.”

12. The Grand Jury believes the City Council was attempting to act in a fair and judicious matter.

13. The Grand Jury cannot believe that better advice was not available to the City Council in order to avoid the numerous legal pitfalls which they now face.

D. EMPLOYEE EVALUATIONS

1. City Manager

(a). At no time during the period in which the City of Hanford has operated under a City Manager system of government has there been a formal evaluation and review process in place for the person serving as City Manager.

(b). The Grand Jury interviewed, under oath, numerous past and all current members of the City Council on this issue.

(c). Each former member interviewed stated that it was a goal of the City Council to establish a formal method of evaluating the City Manager on an annual basis, but no such method was ever implemented.

(d). Current City Council members stated they recognized the importance of a formal annual evaluation and review process for the City Manager, but one has not been implemented.

(e). While many discussions among many City Councils over many years have taken place, thus far, no City Council has established an annual review process for the City Manager.

(f). Without an established annual review process in place, the City Council cannot measure the performance of the City Manager from year to year.

(g). If the City Council does not assume its leadership position by reviewing the City Manager's performance on a formal annual basis, it cannot complain about the direction the City Manager is taking the City of Hanford.

(h). Until June 30, 2005, the City Council as a body expressed no concerns about how the City Manager conducted city business.

(i). As of July 2005, the City Council decided to review the City Manager's performance.

(j). After years of benign neglect, the City Council agreed they should take control of the actions of the City Manager.

(k). Therefore, when the City Council decided it wanted to terminate its relationship with the current City Manager (not retirement, but termination), they had no written evaluations from prior years to fall back on.

(l). If the City Council had established a formal evaluation process in the past regarding the performance of the City Manager, perhaps they would not have let him dictate the terms of his “retirement” while they quietly acquiesced to every demand made of them.

2. City Clerk

(a). The City Clerk answers directly to the City Manager and in addition serves as the City Manager’s secretary.

(b). Under the current system, the City Clerk is in the position of having to serve two masters, the City Manager on one hand and the City Council on the other.

(c). This system could, under certain circumstances, place the City Clerk in the very difficult situation of having to decide whose interest outweighs the other's

3. City Attorney

(a). The current City Attorney has served the City of Hanford since 1989.

(b). Like the City Manager was, prior to the agreement of November 15, 2005, the City Attorney is an "at-will" employee of the City of Hanford.

(c). As far as the Grand Jury can ascertain, the performance of the City Attorney has never been reviewed by the City Council.

E . MINUTES OF CLOSED SESSIONS

1. The City Council does not keep minutes of their closed sessions in any form, either written or recorded.

2. When asked to recall under oath what transpired at the closed sessions regarding the City Manager's situation, varying statements were made by the witnesses as to what happened during those sessions.

3. The Grand Jury believes that each of these witnesses was doing his/her very best to recall actions and decisions made at these closed sessions accurately.

The passing of time since those closed sessions simply made consistent and accurate recall extremely difficult.

4. Keeping recorded or written minutes would have greatly helped the witnesses in giving their testimony.

F. PERSONNEL RECORDS

1. At the present time personnel files are kept behind the receptionist's desk in the offices of the City Manager and City Clerk.

2. As far as the Grand Jury can ascertain, the files are left unlocked during normal working hours.
3. During the course of an average working day, the files are left unattended while city employees working in this area go about their business.
4. While these files are unattended, anyone, whether authorized or not, could access these files.
5. There is no system for tracking documents removed from personnel files for legitimate use within the office.

City of **HANFORD**

CALIFORNIA 93230
CITY OFFICES 319 NORTH DOUTY STREET



MAYOR
DAVID G. AYERS
VICEMAYOR
DAN CHIN

COUNCIL MEMBERS
MARCELYN M. BUFORD
DOLORES GALLEGOS
JOAQUIN D. GONZALES
CITY MANAGER
JAN E. REYNOLDS

Salary and Benefits*

	<u>Monthly</u>	<u>Annual</u>
Salary	12,197.00	146,364.00
PERS - 14.822% City Share	1,807.91	21,694.92
PERS - 7.00% Employee Share (Paid by City In-Lieu of Salary)	853.82	10,245.84
Management Cafeteria Program - 3%	365.92	4,391.04
Group Health Insurance	478.36	5,740.32
Worker's Compensation Insurance - 2.38%	290.29	3,483.48
Unemployment Insurance - .5%	60.99	731.88
Employee Assistance Program	3.84	46.08
Medicare -- 1.48% (Not covered-Hired Prior to Effective Date)	0.00	0.00
Sick Leave - Normal Accrual		
Vacation - Normal Accrual		

*As of November 15, 2005

EXHIBIT "A"

TEL (559) 585-2500
FAX (559) 582-1152

HANFORD CEMETERY DISTRICT

SYNOPSIS:

The Grand Jury received Request For Investigation from concerned citizens regarding the operations of some cemeteries in Kings County. Under Penal Code section 933.5 the Grand Jury is empowered to: investigate all branches of county, city and special district government to be assured they are being administered efficiently, honestly and in the best interests of its citizens and to issue reports on the needs and operation of all the departments...

The Grand Jury visited the Hanford Cemetery where the Grand Jury was impressed by the appearance of the grounds. Staff explained the operational procedures that were utilized to manage the cemetery district. After the visit the Grand Jury reviewed information received, including the blue bound booklet that will be discussed further in this report, and questions some of the information that they received from staff.

The complaints that were received contained concerns that some cemetery district property was being converted to private use and that the management of the cemetery district was inefficient, mismanaged, unsafe, and discriminatory. After diligent investigation using documents provided by the cemetery district, interviews with cemetery district employees, board members, and other interviews many concerns were noted.

BACKGROUND:

Most of the people that the Grand Jury talked to either are or have been an employee at the Hanford Cemetery District. Each employee expressed contentment working there. In their own means of expression they showed self-fulfillment by being in a position to help those that were in one of life's extreme traumas and mourning.

Employees made statements that they needed the Grand Jury's help to eliminate the suppression by management and some of the working conditions that they were dealing with daily.

FINDINGS:

I. When visiting the Hanford Cemetery on 10/2/05, the Grand Jury was given a blue bound booklet of information sheets. The report was read aloud

by a staff member and each point was expounded on and explained to the Grand Jury.

1. It is the obligation of the Board of Trustees to see that the cemetery runs properly. In reference to the Board of Trustees, the blue bound booklet states, "The Hanford Cemetery District has a five member Board of Trustees who oversee the management of the District. They establish policy and procedures required for the daily operation of the district cemeteries. Their function is to receive and review complaints and inquires (sic) from the public and advise the District Manager." The Grand Jury finds that it is the obligation of the Board of Trustees to be accountable for the operation of the Hanford Cemetery District. They can delegate some of the responsibilities of the operation but not their control. It is vital that such a small district board is open to the employees.

1. A statement is made, "The District Manager visits each cemetery a minimum of eight times per day to assure smooth operation and advise the foreman of any work requirements that need to be handled". In this book it states the Cemetery District consists of Calvary, Hanford, Lakeside, and Kings River Cemeteries. This statement was not only written in the booklet but was read to this Grand Jury. None of the people the Grand Jury interviewed could remember any more than one funeral at the Lakeside and Kings River cemeteries within the last ten years.

II. The Grand Jury finds that the management staff has been disrespectful to families of deceased members on numerous occasions. Public relations are paramount in this type of business because you are dealing with people under much emotional distress.

III. One of the concerns the Grand Jury has is in regards to safety and the lack of shoring equipment utilized by the cemetery district.

a) The Grand Jury finds that California Occupational Safety and Health Administration (Cal-OSHA) regulation 1541.1 Requirements for Protective Systems states:

“(a) Protection of employees in excavations.

(1) Each employee in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with Section 1541.1(b) or (c) except when:

(A) Excavations are made entirely in stable rock or

(B) Excavations are less than 5 feet in depth and examination of the ground by a competent person provides no indication of a potential cave-in”.

The Grand Jury was informed during their on-site visit to Hanford Cemetery that the employees used plywood and 2X4 timbers to shore the grave excavations, but no one was able to show the Grand Jury members this equipment. In a Cemetery Board meeting where two (2) members of the Grand Jury were present the Board was informed that cemeteries were exempt from any shoring requirements. When the Grand Jury asked for the documentation on the exemptions for shoring requirements for cemeteries, the Grand Jury was provided with a copy of Cal-OSHA’s exemption for excavation in stable rock. There is no stable rock on the San Joaquin Valley floor per Kings County Public Works engineers.

b) The Grand Jury did not observe any use of hearing protection by the employees of the cemetery district and the district could be opening themselves for hearing loss claims.

c) The Grand Jury did not observe an eye wash station at the Hanford Cemetery and questions if there is one available while the employees are working at the Calvary, Lakeside, and/or Kings River sites.

d) The Grand Jury observed during its visit that the safety and employee rights postings were old, outdated, and very difficult to read and find. These postings were placed behind cemetery equipment. The Grand Jury has since been told that the posters at Hanford Cemetery were updated and placed on the refrigerator after the visit but there were no postings at all at Calvary Cemetery. The Grand Jury was told that there was no need for posters at both sites because the foremen and/or leadmen came to Hanford Cemetery twice a week for staff meetings, which does not adequately inform the other employees as to their rights or safety matters.

e) The Grand Jury questioned staff during their on-site visit regarding safety meetings and was told that they were held once a month. However, the newest, recently written revision to the Board policies that the Grand Jury received in the mail five (5) weeks after the request was made, states that safety meetings will be held every six (6) months.

f) Equipment training is lacking in adequate supervision. It is not in the best interest of the employees to take large equipment out on their lunch hour and teach themselves to operate cemetery equipment. This policy, or lack thereof, could be an explanation for the high cost of repairs to Cemetery District equipment and employees should not be blamed.

g) Employees working at remote sites have no access to District owned cellular phones.

IV. The next concern this Grand Jury had was in the area of employee relations. Using the aforementioned authority (Penal Code 933.5) and the same methods of investigation we noted the following:

a) The Board policy manual states that the District Manager is to maintain good relations with the employees. It is the findings of the Grand Jury there are strained relations between management and staff.

b) The Grand Jury has found that management has made discriminatory remarks on several occasions. These types of remarks should not be made at all even in jest.

c) The Grand Jury finds that management has engaged in inappropriate personal behavior. This is unprofessional behavior and should not occur.

d) Witnesses report that management undercuts the authority and credibility of some of the foremen. Management will frequently change the employee work assignments after the work orders were received by the foremen. Management will wait until jobs are assigned by the foremen and then go directly to the employees and tell them to do something different and deny asking the foremen to assign the original task.

e) Employees are intimidated and in fear of losing their jobs if they voice any concerns to the Board or this Grand Jury. Several potential witnesses expressed fear over their employment if management discovered they were unhappy. Employees are not only discouraged from voicing concerns and complaints to the Cemetery Board, but are openly prevented from doing so. It is impossible for employees to voice complaints to the board with the present system of having the District Manager:

(1) Take the minutes of all meetings

(2) Set all items to be presented to the board

(3) Present the complaining employee to the board

(4) Require the employee to obtain the District Manager's permission to address the board.

The Grand Jury finds that employees may have been disciplined and retaliated against for making complaints. Indeed, it was noted after appearing before the Grand Jury several employees were singled out for criticism with regard to their job performance in subsequent minutes of the Board of Trustee meetings.

f) Employees do not know about grievance procedures because the new procedures have not been provided to them.

g) Overtime is another point of contention for the employees. It is not assigned on an equal basis.

h) The Board's policy states that employees will have an annual pay increase, but some employees have had no increase for three (3) or more

years. Some employees have been told that there is no money in the budget for increases while others have received pay increases. This is not an evenhanded way to manage employee pay raises. The binder that was distributed to the Grand Jury states that each employee is given a yearly performance evaluation and raises are based on this evaluation. Some employees have not had an evaluation for several years as evidenced by employee provided records.

i) Employee evaluations are made with no input from their direct supervisor/foreman.

j) The Grand Jury found some part time employees are receiving vacation and holiday pay against Board policy.

V. This Grand Jury is concerned about the potential for abuses in the area of some expenditures.

a) One of them is fuel and the lack of locking devices on the four fuel tanks to deter unauthorized usage. There is no measuring equipment on the tanks to measure the amount of fuel being dispensed or remaining in the tanks. Gravity flow measuring equipment can be purchased for under \$200.00 each. An accounting procedure should be initiated to record fuel usage for each piece of equipment. All indications are that as fuel prices increase more fuel is being purchased. The increase in fuel purchases is being made without any changes in operation. The Grand Jury is puzzled as to why.

b) Card/lock fuel purchases are used to purchase gasoline for the District Manager's District vehicle. The Grand Jury requested random warrants for the period between 6/8/05 and 10/13/05. The Grand Jury noted that omitted in the billings were vehicle numbers, odometer readings, and miles per gallon. Of the nine (9) warrants pulled in the item above, Board members signed only three (3). The other six (6) warrants were approved by only the District Manager and not by any of the Board of Trustees. It should also be noted that fuel delivered to the two (2) District locations is more expensive than fuel being bought at one of the card/lock stations.

c) When this Grand Jury visited the Hanford Cemetery on 10/2/05, we were told there were four credit cards used to make purchases. The cards consisted of: Smart and Final, The Home Depot, Staples, and Orchard Supply Hardware. The Grand Jury requested six (6) random warrants from the period of 6/13/05 through 9/15/05 for our review. The Grand Jury found that of those six (6) warrants Board of Trustees had signed only two (2) for approval. The other four (4) contained only the signature of the District Manager. The person making the purchase should not be the only person approving the purchase. This might give the appearance of impropriety.

d) This Grand Jury found no evidence that an auditing procedure was used to verify the merchandise bought was received and used at the Cemetery District.

e) The Grand Jury questioned the finance charges on two of the billings (Staples and OSH).

f) The statement from Orchard Supply Hardware was not under the name of the Cemetery District but was under the name of an employee.

VI. The Board Policy Book is completely outdated and our findings are that it should be revised.

RECOMMENDATIONS:

1. The Board of Trustees should be fully accountable for the operation of the Hanford Cemetery District.
2. The Board of Trustees should update the Board Policies and adhere to the same policies. All documents should be dated.
3. The Board of Trustees should curtail the eight (8) daily visits to each cemetery, especially the Lakeside and Kings River Cemeteries.
4. The Management and staff should be aware of the needs of bereaved families and more aware of good public relations.
5. Shoring equipment should be used at every gravesite excavation of 5” or more, per Cal-OSHA requirements.
6. The Board of Trustees should provide all employees with and require the use of hearing protection.
7. The Board of Trustees should provide an eyewash station at all locations when and where legally required, including outlying cemetery locations.
8. The Board of Trustees should provide the employees that are working at a remote site with a cell phone to use in case of emergency.
9. The Board of Trustees should place, maintain and update safety information as well as employee rights information at all locations that have permanent employees.
10. The Board of Trustees should consider holding safety meetings more than semi-annually. A more realistic schedule would be a minimum of every other month.
11. The Board of Trustees should establish a training program to teach employees to use the equipment that does not include them “going out back on their lunch hour and digging holes”.
12. The Board of Trustees should institute a method for the employees to voice complaints and concerns to them directly.

13. The Board of Trustees should review the Kings County Employee Handbook and should create and provide a similar one for District employees, which includes explanations of benefits and grievance procedures. A signed dated receipt should be required of each employee.
14. The Board of Trustees should establish a fair and impartial policy of assigning overtime so that all employees may be included.
15. The Board of Trustees should confirm that annual performance evaluations are conducted and appropriate pay increases awarded.
16. The Board of Trustees should install measuring devices and locks on all fuel tanks. They should also initiate an accounting procedure for recording fuel usage.
17. The Board of Trustees should adopt a procedure of buying most fuel with a card/lock if and when it is economically advantageous to do so.
18. The Board of Trustees should require odometer reading, vehicle numbers and miles per gallon be listed on all card/lock purchases.
19. The Board of Trustees should require more than one signature on all warrants and require that the purchaser not be one of the signers.
20. The Board of Trustees should institute a procedure whereby purchases are checked to insure that all the order has arrived and is being used in the proper manner.
21. The Board of Trustees should review all part time employee pay records to determine if improper wages were paid for vacation or holiday.
22. The Board of Trustees should audio record all Board of Trustees meetings and hold the recordings for 6 months before destroying.

RESPONSE REQUIREMENT:

Pursuant to California Penal Code Section 933 (c) the following agency is required to respond to the findings and recommendations contained in this report within 90 days.

- Hanford Cemetery District Board of Trustees

Attachments:

Copy of Blue Bound Booklet handed out to the Grand Jury on their visit October 2, 2005.

(All personal identifying information has been deleted from this attachment.)

Copy of Kings County Employee Handbook dated June 2005

ADDENDUM TO REPORT BY THE 2005-2006
GRAND JURY REPORT ON
THE HANFORD CEMETERY DISTRICT

The Hanford Cemetery District responded to the preliminary report on the Cemetery District issued by the Kings County Grand Jury on January 18, 2006. The Grand Jury wishes to clarify some of its findings and some of the misleading responses by the Cemetery District.

1. The Board response stated, “The Board also takes exception to the manner in which they were interrogated by the Grand Jury at the District Attorney’s office. The Grand Jury would like to point out that the Grand Jury scheduled the appointment for the interviews with the Board members at the convenience of the Board members. The Grand Jury gave the Board a list of 5 (five) possible dates to conduct the interviews. The Board chose the date that was convenient to them. The Grand Jury requested the use of the District Attorney’s office in order to keep from inconveniencing the Board members. There was never at any time the intention to “interrogate” the Board members but to simply gather information. The interviews proved very useful to the Grand Jury, in spite of the circumstances. Unfortunately, the incident that the Board refers to in its response concerning rude and demanding remarks did happen. What the Board fails to mention in its response is that another member of the Grand Jury was there and immediately apologized to the Board member and the entire Board and quickly assured the Board that the Grand Jury did not work in that fashion and had no intention of directing the Sheriff or anyone else to compel their cooperation.
2. The Board responded that “the Grand Jury was not willing to listen to its responses during the interview process and made its findings and reached its conclusions based entirely upon what the complaining witnesses told them.”
The Grand Jury not only listened to what each Board member had to say but even wrote down each and every response and has that record in its files. Each Board member responded to the exact same questions. The Grand Jury referred to those responses in not only writing its report but for this addendum as well.
3. The Board responded, “The Report clearly implied that the Board and/or its management staff were ‘stealing’ from the District and the public.” That was not the intention of the Grand Jury nor did the Grand Jury wish to

- imply that the Board or management was “stealing”. What the report said was, “The Grand Jury is concerned about the *potential* for abuses in the area of some expenditures” (italics and underline added). It was the desire and intention of the Grand Jury to assist the Board in protecting itself from the appearance of impropriety.
4. Quoting from its response, the Board states, “The District Board is open and available to all the District employees.” The interviews conducted by the Grand Jury with the members of the District Board indicated otherwise. Our interviews found that 3 (three) out of the 5 (five) Board members flatly stated that they would have NO contact with employees of the District. The Grand Jury recommended that all the Board members be available to District employees-- not the minority of its members.
 5. The Board’s response to the District Manager visiting each cemetery a minimum of eight times a day states, “When the Grand Jury questioned the Board about the quoted statement, the Grand Jury was told that it was misprint and that obviously the District Manager cannot visit each of the four cemeteries eight times a day.” When the Grand Jury was provided with the blue bound booklet the District Manager read aloud each and every page with the vice-chairman of the Board present. Neither of them corrected this statement. When the Grand Jury interviewed the Board members the responses to that particular question ranged from, “I’m sure he does” to “That’s must be a misprint”.
 6. The Board response concerning the number of funerals per year at Lakeside and Kings River cemeteries averaging two to three a year does not appear consistent with the Grand Jury’s field observation of only 3 (three) possible burials at Kings River since 2000 and only 1 (one) possible at Lakeside.
 7. The Board responded that it investigated the finding that “management staff has been disrespectful to families of deceased members on numerous occasions” and determined that “District management staff had not been discourteous or disrespectful of families or friends of the deceased on any occasion, let alone on numerous occasions.” The Grand Jury would like to know the Board’s method of investigating this finding. Our investigation indicated otherwise.
 8. “The Board acknowledges the requirement for shoring in graves that exceed sixty inches in depth. The District will contact other districts in the area to determine what is the best method of providing such shoring and shall provide it in the future.” The Grand Jury finds that the District should be contacting Cal-OSHA not other districts for Cal-OSHA requirements. This shoring should be implemented immediately not in the future since approximately one-half of the graves are 60” or deeper according to the District’s own staff.
 9. The Board investigated the assertion that the employees were trained by sending employees out on their lunch hour to learn by trial and error and

- did not determine this to be true. The Grand Jury arrived at this finding by witness interviews stating that all employees desiring training on the backhoe were told to use their lunch hour to teach themselves by digging and refilling holes in the back portion of the cemetery.
10. “The Board will establish a policy that employees working at remote sites without telephone service will have access to either a personal cellular phone or a District-owned cellular phone.” The Grand Jury responds that personal cell phones should not be required for communication on company time unless the District will pay a portion of the employee’s bill.
 11. The Board stated that it investigated the finding that “...after appearing before the Grand Jury several employees were singled out for criticism with regard to their job performance in subsequent minutes of the Board of Trustee meetings.” And found “the District Manager has done nothing to intimidate employees or to...” One of the District Board members stated to the Grand Jury that they were aware that the District Manager did write a reprimand on one employee for addressing concerns directly to the Board. The Grand Jury noted that the minutes of the Board meetings reflect criticism of employees that appeared in front of this Grand Jury and the criticism appears directly after their appearance. The Grand Jury does not believe this was coincidence.
 12. The Board stated, “There has been no such increase in fuel consumption” in response to the Grand Jury’s findings that “All indications are that as fuel prices increase more fuel is being purchased. The increase in fuel purchases is being made without any changes in operation.” The Grand Jury requested and received invoices indicating increases fuel consumption. The Board has access to these same invoices. The Board states it “is unaware of the cost of gravity-flow measuring devices” yet the Grand Jury was able to obtain this information with only one visit to Silva’s Oil.
 13. In regard to the Grand Jury finding concerning card/lock fuel purchases, lack of vehicle numbers, odometer readings, and miles per gallon information on invoices as well as increased cost of delivered fuel vs. fuel bought at card/lock locations, the Board does not disagree. The Grand Jury would like to know what action will be taken and when.
 14. The Board does not disagree with the Grand Jury finding concerning only the signature of the purchaser on the warrant to be paid appearing to be improper. The Grand Jury would like to know what action will be taken and when.
 15. “The Board does not disagree with the finding that the Grand Jury did not find an auditing procedure.” The Grand Jury would like to know what action will be taken and when.

16. “The Board disagreed with the finding that the OSH credit card account is in the name of a District employee. All four of the District’s credit card accounts are in the name of the District with the manager’s name for ID purchasing.” The Grand Jury is concerned that when the Board members were interviewed three members of the Board were unaware of any District credit cards and two members thought that the credit cards were kept in the office, not carried by the District Manager in his wallet. All 5 (five) members thought that all warrants were approved by the Board but the Grand Jury obtained warrants from the District that had only the signature of the District Manager.
17. The Board disagrees with the finding that the Board Policy Book is completely outdated and that it should be revised.” The Grand Jury wishes to cite just a few examples that led to the conclusion that the Policy Book needs revision. The Board Policy Book that the Grand Jury was provided contained an outline of the office manager’s duties. There is no longer an office manager only a clerk. The Policy Book speaks of the District Superintendent instead of a District Manager, it calls for a 3 (three)member Board instead of the present 5 (five) member board, it clearly states that the Board Members are to receive no compensation vs. the \$50.00 per meeting now in place. These are just a few examples of the Policy Book being old and outdated.

COMMENT:

The Grand Jury would like to assure the District Board that it is not their intention to harass or accuse any of the Board members. It is the intention of the Grand Jury to point out areas that the Grand Jury feels would help improve the services provided to the public. The Grand Jury would like to assist the District Board Members in avoiding all appearance of impropriety in order to spare the members the embarrassment and inconvenience of defending themselves when it could be avoided. The public has little thought for the District except in the worst of circumstances. The Grand Jury acknowledges that the job of the District Board is largely difficult and unrewarded.

RESPONSE TO ADDENDUM:

Pursuant to California Code of Civil Procedure § 933.05 the following agency is required to respond to this addendum to the report.

- Hanford Cemetery District Board of Trustees

FIRST 5 OF KINGS COUNTY

SYNOPSIS:

The Kings County Grand Jury appreciates the work and effort that First 5 has expended toward improving services to the children 0-5 of Kings County. Additional opportunities for growth have been provided by the seven (7) Family Resource Centers (“FRC’s”) located in Armona, Corcoran, Hanford (2), Home Garden, Kettleman City and Lemoore.

As stated in the First 5 Kings County Report to the Community:

First 5 Kings County Children and Families Commission was established as a result of the passage of Proposition 10 which levied a \$.50 sales tax on all tobacco products. The majority of the revenues generated by this tax is distributed to local commissions to fund services to children and their families. Each county commission is tasked with establishing where funding will be most effective. First 5 Kings County Children and Families Commission has set forth a number of Local Initiatives to best address the needs of children and families of Kings County. The Local Initiatives include: Family Resource Centers, Childcare Accreditation, Children’s Health, School Readiness and Special Projects. All services funded through First 5 Kings County fall within one of these areas and seek to provide considerable impact through identified strategic result areas.

AUTHORITY:

The Kings County Grand Jury’s authority to investigate is pursuant to California Penal Code §925 which states, “The grand jury shall investigate and report on the operations, accounts and records of the officers, departments or functions of the county including those operations, accounts, and records of any special legislative district or other district in the county created pursuant to state law for which the officers of the county are serving in their ex officio capacity of the districts.”

WHY THE GRAND JURY INVESTIGATED:

The Kings County Grand Jury investigated as a follow up to the 2004-2005 Grand Jury report.

METHOD OF INVESTIGATION:

Interviews were conducted, visitations made and documents researched.

FINDINGS:

1. The Consent For Release of Information and Authorization To Refer To Community Resources form is written in English on one side and Spanish on the back side. The required signatures are on the English side even when the client speaks only Spanish.
2. First 5 staff visits to Family Resource Centers are structured with an agenda created by the First 5 staff.
3. Most communication initiated by First 5 is via e-mail.
4. Even with the extensive effort made by First 5 to inform the Kings County community of the programs available, the message is not getting out.
5. Many Family Resource Center staff members are not properly trained in the use of the computer program and in the creation and retrieval of required reports.
6. In reviewing the financial statement provided by the Accounting Department of Kings County, the Kings County Grand Jury found that more than 23% of the First 5 income from the State was expended for administrative costs. This amount is calculated on the figures provided by the county as to administrative costs. First 5 includes grants the State of California mandates be distributed directly by First 5, and First 5 has no discretion in the expenditure of these funds, thus lowering the percentage of administrative costs--First 5 is strictly a pass through agency on behalf of the State of California for those funds. This makes it appear that administrative costs are lower than they actually would be based strictly on funds allocated directly to First 5.
7. Prospective grantees have reported difficulty with the grant application process used by First 5. It creates barriers for worthy agencies applying for funds. In researching First 5 websites from other counties we find significant help with the application process which is not available through Kings County First 5. One very successful and viable FRC recently severed ties with First 5 because of the difficulty of dealing with the ever-changing requirements of the local agency.
8. The current Grand Jury continues to be concerned about the makeup of the First 5 Commission. The Grand Jury agrees that the appointments made by

the Board of Supervisors were “lawful” (per response to the 2004-2005 Kings County Grand Jury Report) but question their appropriateness (per response to the 2004-2005 Kings County Grand Jury Report). It would obviously be beneficial both to the community and the Commission to have input from recipients of the services provided by First 5.

9. Financial pressure by First 5 caused Family NetworKings to dissolve, eliminating the assistance to the FRC’s in finding and writing grants and facilitating meetings among the FRC directors.

RECOMMENDATIONS:

1. All forms should be printed in both English and Spanish with self carbonized paper used as needed. Signatures should be on the same side of the form which includes the written answers.
2. Informal visits should be made by First 5 staff (including the Executive Director) to the FRC’s. There should not always be an agenda but be an opportunity for Directors to express their needs for help.
3. Communication should be a two way person-to-person relationship which promotes questions and a better understanding.
4. Special emphasis should be placed on creating additional outreach for potential clients and their families, such as:
 - a. Public announcements should be made on radio and television stations (both Spanish and English). These would be of help in communicating the services and programs available to Kings County residents.
 - b. Flyers should be written in both English and Spanish using words that are easily understood. These should be made available at churches, doctor’s offices, etc.
 - c. All communications should make clear that the programs are for all children 0-5, regardless of income.
5. A more effective program of in-service training should be developed for computer program use and form completion.
6. More money should be spent on funding programs than on administration costs.
7. Find ways to fund worthy projects, not throwing up artificial roadblocks which encourage applicants to withdraw from the First 5 application process.
8. It is the Kings County Grand Jury’s recommendation that private citizens be added to the First 5 Commission. It would obviously be beneficial to both the community and to the Commission to have input from beneficiaries of the services to be provided by First 5. Other counties have done this with much success. Examples include Inyo, Glenn, Lake, Monterey and Siskiyou.
9. First 5 should establish a system to help the FRC’s with writing grants. This could be accomplished by locating grant writing firms and sharing the information or by developing an “in house” grant writing system.

COMMENTS:

An article from the San Diego Union Tribune dated June 11, 2006 stated:

The agency established by Reiner's previous initiative [Prop. 10, The California Children and Families Act] has spent \$230 million on advertising and public relations consultants since it was established in 1999. The Legislature has talked about fixing First 5. Forcing the agency to spend its money directly on helping kids would be a great first step.

The continued scrutiny of the \$700 million bureaucracy created by the poorly drafted Prop 10 is an invitation for waste and fraud. First 5 at the state level is currently under investigation and an audit is due to be completed in late August

First 5 Kings County needs to set the highest possible standards for the wise use of funds to benefit the children of Kings County.

RESPONSE REQUIREMENT:

Pursuant to California Penal Code §933(c) the following agency is required to respond to the findings and recommendations contained in this report.

- Kings County Board of Supervisors

KINGS WASTE AND RECYLING AUTHORITY

INTRODUCTION:

The Kings Waste and Recycling Authority (“KWRA”) was formed in 1989 as a Joint Powers Authority (“JPA”) in order to comply with California Integrated Waste Management Act (the “Act”; California Public Resources Code §40000 et seq). The JPA consists of Corcoran, Lemoore, Hanford and unincorporated Kings County., The Act requires all California cities, counties and regional agencies, such as KWRA, to reduce the amount of garbage (in the form of recyclable material), going to local landfills, by 50% by the year 2000.

At the present time, Kings County is at approximately 47% of the state recycling goal. It is anticipated that the 50% goal will be achieved when the Lemoore recycling program begins later this year. There is a consideration that the State of California will raise this requirement to 75% in the near future.

Avenal elected not to join when the JPA was formed and reports its recycling data and diversion percentage directly to the California Integrated Waste Management Board.

METHOD OF INVESTIGATION:

The Grand Jury met with the Executive Director of KWRA for an orientation brief and a tour of the entire facility. In addition, the Grand Jury met with a representative from the Hanford Public Works Department and a member of the Hanford City Council.

FINDINGS:

1. The Material Recovery Facility (“MRF”) opened on November 21, 1995. KWRA receives no subsidies from JPA cities and receives no tax dollars. KWRA processes all municipal waste collected within the JPA and hand-sorts recyclable material from the waste stream. KWRA acts as a transfer station for residue being transferred to the landfill at Chemical Waste Management near Kettleman City. KWRA has a 16-acre composting operation which processes green waste collected in the green waste recycling bins in the three member cities, and material delivered directly to

the KWRA site by individual householders. City garbage is collected Monday through Friday and is delivered to KWRA'S 92,000 square foot MRF. Material is deposited on the floor and either pushed to the "main line" for hand-separated recyclable material collection or delivered to a staging area for transfer to the landfill. Material staged for transfer without sorting is contaminated with everything from water treatment plant sludge, raw food waste, dairy waste and other contaminants. A small percentage of material received in clear plastic bags is recovered because it is easily identified as recyclable. Material delivered in black bags, or other bags, that cannot be seen through, goes directly to the staging area for transfer to landfill.

2. No local tax money goes to this operation—grants and the sale of recyclables provide a small percentage of their income. The major source of the income to KWRA is tipping fees.
3. The KWRA has been operating profitably only for the last two years.
4. The original cost of starting the KWRA was \$12.5 million dollars and the bond taken out to finance this will be paid off in 2014.
5. The entire plant design was made to process the yellow bag recycling program. This program failed because of lack of a commitment by leadership, lack of education of the public and lack of enforcement mandates.
6. A five (5) member board of directors does most of the decision making. Two members are from the Kings County Board of Supervisors, and one city council member from the cities of Hanford, Corcoran, and Lemoore.
7. The KWRA Executive Director is in charge of the plant's operational procedures but does not have enforcement power.
8. The last time that tipping fees were raised by KWRA was in the year 2002 but the cost to some residents has increased several times due to fee increases imposed by their respective cities.
9. Green waste dumping fees were reduced 50% (\$70.00 per ton to \$35.00 a ton) several years ago but the savings was not passed on to the residents.
10. Recycled items are sold to the highest bidder daily with about one half sent to American companies and the other half sent to foreign companies.
11. It is believed that about 70% of the 400 to 450 tons received daily are recyclable but with the present operation only about 30% is recycled. For example, in May 2006, the daily average was 435 tons therefore, only 91 tons were recycled daily with an estimated 213 recyclable tons going into a landfill each day.
12.
 - a) From 7/1/03 through 6/30/04 120,059.95 tons of waste was processed.
 - b) From 7/1/04 to 6/30/05 127,413.95 tons of waste was processed. This leaves a total increase of 7,354 tons (6.13%) more than a year earlier.

c) It is estimated from 7/1/05 to 6/30/06 that 136,072.69 tons of waste will be processed. This is an increase of 8,658.74 tons (6.8%) over the previous year.

13. The general public can buy the green waste compost for \$15.00 (fifteen dollars) per cubic yard.

SCHOOL BIN RECYCLING PROGRAM

The School site Source Reduction and Recycling Assistance Program Act (California Public Resources Code §§42630 through 42647) requires that each school board have a recyclable program. The bill which passed on February 21, 2001 stated “The bill would require each school district, by July 1, 2004, to adopt a resolution committing the district to implement the SWRP (school waste reduction plan) and would require each school district by July 1, 2006 to commence the full implementation of the SWRP.” A total of 20% (twenty percent) of the money received by selling the recyclables in each school’s program is returned to the school by KWRA. Each school’s principal is accountable for the location of the recyclable bin, the clean up around the bin, and notification to the KWRA that the bin is full and needs to be emptied. All recyclable items can be placed in the bin and will be separated at the KWRA.

The school bin recycling program is at the present time the most efficient program in operation in Hanford and yet according to the senate bill introduction “after more than 20 years, just 40 percent of the school districts have paper recycling programs... The bill would require a school district, when designing and constructing new public school facilities, to allocate adequate space for the safe collection, storage and loading of recyclable materials and to incorporate the use of recycled materials in the construction of new public school facilities.”

RECOMMENDATIONS

1. Recycling training programs to be presented to the students at schools with recyclable bins.
2. The Kings County Grand Jury highly recommends that the semi-annual check issued to the schools should be made out to the individual school’s Associated Student Body to be used as a reward to the students during that school year.
3. All planning departments in Kings County should require all new businesses to allow space for a recyclable bin on their property or within their complex.
4. All KWRA recyclable bins should be marked with a telephone number for anyone to call and notify them that the bin is full and should be picked up.

5. The Kings County Grand Jury recommends that once a month, for at least six months, advertisements in the various areas that KWRA serves list what is recyclable material and where the recyclable and “E” (electronic)-waste bins are located.
6. At least six times a year the KWRA should be open for the general public to take waste material at no cost.
7. There should be an incentive (perhaps in the form of reduced monthly rates) offered to existing businesses, apartment complexes, and mobile home parks to provide space for a recyclable bin for a period of time. This incentive should only be in effect for a firm period of time and then available space should be made mandatory after that time.

CONCLUSIONS:

The Act requires counties to go to a recyclable program. It is a law--NOT AN OPTION.

The initial cost of starting as well as training the general public to accept the third can recyclable program will be time-consuming and costly. The outcome after the program is in operation will be lower future trash removal costs, fewer landfills and reduced usage of the world’s natural resources. We should not let political decisions regarding recycling interfere with future generations’ existence.

Leadership, education, and enforcement with the city, county, and school officials will ensure a smooth transition and make sure that the program will be successful. **WITHOUT THIS FIRM COOPERATION THE PROGRAM WILL FAIL!**

RESPONSE REQUIREMENT:

Pursuant to California Penal Code §933(c) the following agency is required to respond to the findings and recommendations contained in this report.

- Board of Directors for KWRA

CITY OF HANFORD WASTE AND RECYCLING PROGRAMS

INTRODUCTION:

The Kings Waste and Recycling Authority (“KWRA”) was formed in 1989 as a Joint Powers Authority (“JPA”) in order to comply with California Integrated Waste Management Act (the “Act”; California Public Resources Code §40000 et seq). The JPA consists of Corcoran, Lemoore, Hanford and parts of unincorporated Kings County. The Act requires all California cities, counties or regional jurisdictions, such as KWRA, to reduce the amount of garbage (in the form of recyclable material) going to local landfills by 50% by the year 2000.

At the present time, Kings County is at approximately 47% of the state recycling goal. It is anticipated that the 50% goal will be achieved when the City of Lemoore recycling program begins later this year. There is a consideration that the State of California will raise this requirement to 75% in the near future.

Avenal elected not to join when the JPA was formed and reports their recycling data and diversion percentage directly to the California Integrated Waste Management Board.

Since it is very hard to report on the KWRA and not include others in the investigation and findings, the Grand Jury has chosen to issue a report on the City of Hanford’s efforts to manage waste and to recycle usable materials.

METHOD OF INVESTIGATION:

The Grand Jury met with the Executive Director of KWRA for an orientation brief and a tour of the entire facility. In addition, the Grand Jury met with a representative from the Hanford Public Works Department and a member of the Hanford City Council.

FINDINGS:

1. City of Hanford’s recycling program of separating green waste from household waste has become very successful.

2. Hanford City trash pickup trucks have lights inside the truck bays so that the driver can see what is being dumped from each resident's trash barrel.
3. Hanford City trash pickup trucks have cameras inside the truck bays to record improper dumping from each resident's trash barrel.
4. Fines for improper dumping in the trash barrels in the City of Hanford are added to the residents' water bill.
5. Only trash trucks being loaded from the side take the trash to the KWRA for possible recycling.
6. Trash from trucks loaded from the rear or front is taken to the KWRA to be loaded onto trucks and taken directly to the landfill for burial.
7. It is believed that 70% of commercial trash is recyclable but at the present time 0% is processed for recycling. However, some of the large retail stores have invested in equipment, maintenance and labor costs to compact and resell for profit their waste cardboard. This shows that additional enforcement by the City of Hanford in recycling cardboard could be a monetary advantage to the city.
8. There are no recyclable bins at any apartment complexes or mobile home parks. All trash picked up at these locations is loaded onto trucks for burial in the landfill.
9. Hanford has no requirement that recyclable bins be available for use by any businesses.
10. It is estimated that not more than 10% of recyclables are from the Hanford City waste stream.
11. Only clear plastic bags where the contents can be seen will be opened for possible recycling.
12. The City of Hanford does have a program in which businesses can place clean waste cardboard next to their trash bin and it will be picked up weekly. The program began in 2002. Since the start of the program the cardboard tonnage pick up has been less each year after the first year. For example:
 - a) in 2003 192.53 tons were recycled
 - b) in 2004 161.73 tons were recycled
 - c) in 2005 130.75 tons were recycled

In this period of time new growth in businesses has occurred yet total recyclable cardboard pickup was reduced.

RECOMMENDATIONS:

1. The City of Hanford to encourage the school districts to expand recycling training programs to the students at schools with recyclable bins.

2. All Planning Departments in Kings County should require all new businesses to allow space for a recyclable bin on their property or within their complex.
3. There should be an incentive (perhaps in the form of reduced monthly rates) offered to existing businesses, apartment complexes, and mobile home parks in the city to provide space for a recyclable bin for a period of time. This incentive will only be in effect for a firm period of time and then mandatory after that time.
4. The Kings County Grand Jury believes that an action committee should be appointed with residents outside of government authority to:
 - a) Study the present city trash operations and recommend to the Hanford City Council any improvements that could reduce costs and improve service.
 - b) Present a recommendation to the City of Hanford adopting a third can recycling program. The study should include findings of:
 1. Using the existing black trash barrel for recyclables and providing a much smaller new third barrel for household waste.
 2. A study of the comparable cost and efficiency advantage for all Hanford residents using city operated versus a private contractor.

CONCLUSIONS:

The Act requires all counties to implement an effective recyclable program. It is a law--NOT AN OPTION.

The initial cost of starting as well as training the general public to accept the third can recyclable program will be time-consuming and costly. The outcome after the program is in operation will be lower future trash removal costs, fewer landfills and reduced usage of the world's natural resources. We should not let politics interfere with future generations' existence.

Leadership, education, and enforcement with the city, county, and school officials will ensure a smooth transition and make sure the program will be successful.
WITHOUT THIS FIRM COOPERATION THE PROGRAM WILL FAIL!

RESPONSE REQUIREMENT:

Pursuant to California Penal Code §933(c) the following agency is required to respond to the findings and recommendations contained in this report:

- Hanford City Council

THE DEMISE OF FORT ROOSEVELT

SYNOPSIS:

2005-2006 Kings County Grand Jury received several requests to investigate the closing of Fort Roosevelt. This had been a viable and ongoing classroom for Kings County children since the 1960's. A letter was received by "families and friends of Fort Roosevelt" on October 17, 2004 from the Hanford Elementary School Superintendent's Office that stated that the Fort was to be temporarily closed because of unsafe conditions and they would "work diligently to find a way to solve this problem."

WHY THE GRAND JURY INVESTIGATED:

Public outcry about the sudden announcement in the Hanford Sentinel dated June 2, 2005 regarding the closing of Fort Roosevelt.

AUTHORITY:

Our authority is pursuant to §§933.5 and 933.6 of the California Penal Code as to the investigation of the method or system of performing the duties of a school district or a non-profit corporation acting on behalf of a school district.

METHOD OF INVESTIGATION:

Interviews were conducted, documents researched, and a site visit was made.

PART ONE: Timeline regarding closing of Fort Roosevelt

- 08-02-04 Letter from architect warning HESD Superintendent's Office of safety concerns about the walls surrounding the Fort and the Board's personal liability exposure.
- 10-13-04 HESD Board of Trustees was warned that the condition of the Fort was not good and that it presented a liability problem.
- 10-17-04 Letter to parents and friends telling of temporary closing.

- 10-20-04 Fort Roosevelt Board assigns collection to California State University, Fresno.
- 12-13-04 HESD received letter from second architect confirming that poles at the Fort were in bad condition.
- 02-07-05 Letter from CSUF to Fort personnel acknowledging acceptance of the Fort Roosevelt Museum collection.
- 03-09-05 The HESD Superintendent's Office reported to HESD Board of Trustees that the Fort Roosevelt Board had appointed CSUF to restore the collection with approximately \$10,000 in shared costs.
- 04-26-05 HESD Superintendent's Office letter to CSUF regarding collection and telling of scheduled demolition of the Fort in July, 2005.
- 04-26-05 Letter to Fort personnel from Superintendent's Office telling them to have everything of importance removed from the Fort by July 1, 2005 as demolition was scheduled to begin.
- 05-19-05 Letter from CSUF to Superintendent's Office informing them of the \$155,210 value of the Fort Roosevelt Museum collection.
- 06-02-05 Article in Hanford Sentinel announcing to the community for the first time the closing of Fort Roosevelt.
- 08-10-05 HESD discussion of elderberry bushes and request from new Save Fort Roosevelt Committee for a sixty-day stay to allow them time to form a business plan.
- 08-24-05 HESD Board of Trustees grants sixty-day stay to Save Fort Roosevelt Committee.
- 09-14-05 Save Fort Roosevelt Committee asks for permission to enter Fort but was denied for insurance and safety reasons.
- 12-19-05 Demolition began at Fort Roosevelt.

PART TWO: Hanford Elementary School District (HESD)

**Highlights of the agreement between HESD and Fort Board as of July, 1983
(Agreement attached in its entirety as Exhibit “A”)**

Findings:

1. That the District is the owner of the property commonly known as Fort Roosevelt, located at 870 W. Davis Street, Hanford, California.
2. The District leases the facilities of Fort Roosevelt to the Fort Roosevelt Board for \$1.00 (One Dollar).
3. The District, its agents and representatives, shall have the right, during term of this agreement, to enter Fort Roosevelt for the purpose of inspection and to ascertain if the Fort Board is performing according to the terms of this agreement.
4. As a rider under the District’s insurance policies, the Fort Board agrees to abide by any and all recommendations made at the time of annual safety inspections made by District’s insurance carrier or their representatives, and to make necessary repairs as indicated by same inspections.

Finding outside agreement:

HESD Board of Trustees and the Fort Roosevelt Board assigned ownership of the Fort Roosevelt Museum’s vertebrae and feather collection, later valued at \$155,210.00, to California State University, Fresno. HESD Board of Trustees also committed \$10,000.00 to assist in the restoration of the collection.

PART TWO: Fort Roosevelt Board

Per agreement between HESD Superintendent’s Office and Fort Roosevelt Board as of July 1983

Finding:

That the Fort Board hereby agrees to accept responsibility of the property and operation of Fort Roosevelt, including:

- (a) Fort Board agrees to hold District harmless, and defend all claims, from loss or damage to property and for all injury to persons resulting from Fort Board’s use of the Fort Roosevelt facilities.
- (b) The Fort Board agrees to accept all financial responsibility for the operation of the Fort facilities, including, but not limited to, any debt incurred by Fort Board regarding operation of these facilities.

(c) Fort Board agrees to maintain premises in good repair and tenable condition, including, but not limited to, fence, buildings, grounds, equipment, animals, etc., during the period of lease. No items will be removed without District approval.

(d) This agreement may be terminated by either party, at their sole discretion, by giving written notice to the other 30 days in advance. Upon such a termination, costs due the District shall be prorated to the date of termination and shall be due and payable upon such date, and upon termination of this agreement, the Fort Board will leave the premises as they found it, excluding normal wear and tear.

Findings outside of agreement

1. The Fort Roosevelt organizational committee was very lax in setting up a viable board and when members dropped from active participation replacements were not named. Most members lost interest in serving and there were only two active board members left at the end.
2. The Grand Jury found no inventory of Fort property. Also, two prominent features of the Fort, the windmill and wagon, are missing.
3. Papers of incorporation and by-laws for the Fort Board were drawn up but never filed. No filing was listed in California Secretary of State records.
4. No records of minutes or meetings can be found.
5. Community help was repeatedly offered for restoration of the Fort but was turned down by Fort staff.

CONCLUSIONS:

After many interviews and reviewing documents in regards to the Fort the Grand Jury finds that neglect on the part of the Fort Roosevelt Board and lack of Hanford Elementary School District supervision led to the demise of Fort Roosevelt. Fort Roosevelt was allowed to deteriorate to the point of being unsalvageable and had to be torn down. Future generations will be denied the hands-on experience of Fort Roosevelt.

RECOMMENDATIONS:

None.

COMMENTS:

It is hoped by the Grand Jury that the Save Fort Roosevelt Committee continues its efforts in developing an appropriate replacement for the old Fort Roosevelt.

RESPONSE:

This is an informational report. No formal response to the 2005-2006 Grand Jury report is required.

EXHIBIT TO REPORT

AGREEMENT

DISPOSAL OF SURPLUS PROPERTY

SYNOPSIS:

The Grand Jury examined the County's method of disposing of surplus property. Previously, auctions were held to dispose of surplus items not recycled within the various county departments. Such auctions are no longer feasible. The Grand Jury examined the

A new policy was developed in August, 2005. The warehouse, which had been full, was cleaned out and the area devoted to surplus property was greatly reduced in size. The new policy includes using the Kings County website to inform departments of available items and directives limiting what items will go to the warehouse. It also adds new responsibilities as job descriptions have been expanded to include overseeing the disposition of surplus property.

WHY THE GRAND JURY INVESTIGATED:

A request was made that the Grand Jury investigate the way surplus County equipment is disposed.

AUTHORITY:

Our authority is pursuant to California Penal Code §925.

METHOD OF INVESTIGATION:

Interviews were conducted, documents researched, made.

PART ONE

PAST PROCEDURE

Findings:

1. Personnel from the Kings County Finance Department were interviewed. Kings County no longer holds public auctions of surplus property. They were found not to be cost effective, and have not been held for about ten

- years. Kings County does not have adequate personnel or finances to manage auctions.
2. Under the prior system, some department heads took the initiative to obtain surplus equipment from the warehouse, thus saving taxpayers' dollars.

PART TWO

CURRENT PROCEDURE

Findings:

1. The decision was made that a new policy was needed. It was updated by the Kings County Department of Finance. The Grand Jury received copies of two parts of the "County of Kings Policy Manual" with the effective date August 23, 2005: "Surplus Property" and "Inventory Control". Copies of those documents are attached hereto as Exhibit "A" and made a part hereof.
2. The Grand Jury was told that county employees are strongly discouraged from taking possession of surplus property, however this is not found in any written policy.
3. Under the new policy which went into effect August 23, 2005 the county removes missing items from the inventory list after two years. ("Inventory Control Policy V, Responsibility for Lost Assets").
4. A visit was made to Kings County Warehouse. The warehouse had been cleared of most County surplus property by sending it to the dump. Some was useless, and some could have been repaired and recycled. A chain link fence had been erected across the room, leaving a very small area for surplus property. The fence and gate separating the two areas is not secure. The majority of the warehouse will be used by the Public Works Department, in an attempt to make better use of county buildings.
5. The County has developed a quality program for recycling computers with the Kings Regional Occupation Program ("KROP"). The computers are repaired/refurbished and provided to needy families at no cost.
6. The Kings County Board of Supervisors regularly increases the scrap dollar value limit requiring its oversight (currently \$10,000). Items with scrap value of less than \$10,000 are disposed of by the Purchasing Manager or Surplus Property Coordinator by whatever method they deem most economically advantageous to the county.
7. The Grand Jury finds **\$10,000 scrap value** excessive.
8. There is no line item in the budget making money available to repair usable surplus items.
9. Information regarding surplus property is made available to department heads via the Kings County website (INSIDE KINGS) where they can

review the availability of items which could save money in their departmental budgets.

RECOMMENDATIONS:

1. The “Policy Manual, Surplus Property” Section III.B. mentions “Purchasing Manager” who is the Director of Finance. That should be made clear.
2. “Surplus Property Policy Section III.A.” should insert as a second sentence, “The purpose of creating the position of Surplus Property Coordinator is to coordinate the disposition of surplus property in each department of Kings County.”
3. “Surplus Property Policy Section III.B.2.” should be amended to read that “surplus or damaged property should be held for at least 30 days, either in the office or in the warehouse.” During this time surplus property should be listed on the computer as being available.
4. For maximum effectiveness the Department of Finance must ensure that the new policies are understood, adhered to and enforced.
5. The warehouse gate and fence separating the two areas must be made secure.
6. All items should be sent to the warehouse after thirty days to facilitate pickup by charitable organizations in one central location.
7. Every effort should be made to donate all surplus items to a worthy organization prior to disposal.
8. The name and telephone number of the person managing the warehouse

COMMENTS:

1. The current program for recycling surplus computers to KROP where they are repaired and given without cost to needy families is commended.
2. Finding another use for surplus is needed. The Grand Jury suggests that surplus property that no Kings County department wants be made available to some charitable organization such as the Salvation Army. This would promote goodwill in the community as well as saving taxpayer dollars for disposal fees.should be made available to all departments.
3. The new policy does not prevent waste of taxpayers’ money.

RESPONSE REQUIREMENTS:

Pursuant to California Penal Code §933(c) the following agencies are required to respond to the findings and recommendations contained in this report:

- Kings County Board of Supervisors

DISASTER PLAN FOR KINGS COUNTY

WHY THE GRAND JURY INVESTIGATED

County's disaster plan the recent Gulf Coast storms prompted the Grand Jury to investigate Kings and communications network.

AUTHORITY

Our authority is pursuant to §§ 925 and 925(a) of the California Penal Code.

METHOD OF INVESTIGATION

Interviews were conducted, documents researched and visits made.

PART ONE

FIRST FINDINGS

1. "Government at all levels has the responsibility to plan for and respond to disasters resulting from hazards that are known to threaten the jurisdiction." (Kings County Emergency Operations Policy Plan Statement)
- 2 Kings County agencies are prepared for both natural and manmade emergencies.

SECOND FINDINGS

- 1 The Committee interviewed personnel from the Kings County Office of Emergency Services (OES) concerning Kings County's disaster plan.
2. The Committee visited Kings County Dispatch Center. We were told that it has the capacity to communicate with all agencies at all times.

Communications equipment is constantly being upgraded as funds allow.

3. Personnel from safety services of the Cities of Hanford, Lemoore and Corcoran and the California Highway Patrol were interviewed concerning their disaster plan. All have an Emergency Operations Command Center (EOC) which can communicate with all of the cities' and county's agencies.
4. All agencies have a Mobile Command Center available to them.
5. Every department has a written Standard Emergency Management Systems (SEMS) plan which is updated annually.
6. We were informed that all Kings County Emergency Services agencies enjoy an extraordinarily close and cooperative relationship.
7. Funding to support emergency services is supplemented by Department of Homeland Security.
8. The position of Coordinator of the Office of Emergency Services in Kings County is half time. The same person is also employed half-time by the Kings County Fire Department, making that person available 8 hours a day. Half of the salary is paid by Kings County and half is paid by federal funds.

PART TWO

STRUCTURE OF A DISASTER PLAN

1. When all resources of the initiating agency are exhausted, the following sequence of requests for additional aid must be followed to the next level:
2. The first responder will remain in charge of a disaster until someone from the agency to which the responsibility rests arrives.
3. The responsible agency would first draw upon all agencies within Kings County, then; Region V. The State of California is divided into six regions. Kings County is part of Region V. The Inland

Operations Center (Region V) also includes Merced, Mariposa, Madera, Fresno and Tulare counties.

4. After that the State of California will receive requests for aid.
5. The final resource will be the Federal Government. This sequence must be followed exactly.

RECOMMENDATIONS

1. The position of Coordinator of the Office of Emergency Services should be a full-time position. That person should ascertain that all fire stations in Kings County have multiple copies of the personal emergency preparedness leaflet.
2. Disaster preparedness literature should be distributed to all police departments (including the California Highway Patrol), sheriff's substations and fire stations throughout Kings County.

COMMENTS

1. All agencies interviewed recommend that individuals be prepared to survive on their own for a reasonable length of time.
2. It is necessary that individuals be prepared to be self-sustaining in a disaster.
3. Citizens can visit any Hanford Fire Station or the Kings County Fire Department Headquarters on Campus Drive in Hanford for literature and recommendations.

RESPONSE REQUIREMENTS

Pursuant to California Penal Code §933 (c) the following are required to respond to the findings and recommendations contained in this report.

- Kings County Board of Supervisors
- Kings County Fire Chief
- Coordinator of the Office of Emergency Services

KINGS AREA RURAL TRANSPORTATION

SYNOPSIS:

On November 3, 2005 the Kings County Grand Jury received a Request for Investigation concerning a citizen's property being used as a Kings Area Rapid Transit (KART) bus stop, thus creating a trash and loitering problem in front of his home.

WHY THE GRAND JURY INVESTIGATED:

The 2005-2006 Kings County Grand Jury received a Request for Investigation on behalf of the property owner asking for assistance in resolving the problem of the unmarked bus stop.

AUTHORITY:

The Kings County Grand Jury exercises its authority under Penal Code §925(a), "The Grand Jury may at any time examine the books and records of any incorporated city or Joint Powers Agency located in the county."

METHOD OF INVESTIGATION:

Members of the Grand Jury rode the KART bus on the Hanford-Lemoore Direct Route on January 6, 2006. Management of KART and a representative of the Commission on Aging were interviewed on January 20, 2006.

FINDINGS:

1. A KART bus can stop, on request, at any location on its route, except in the City of Hanford.
2. Bus routes are reviewed yearly.
3. The bus was clean, the driver courteous and helpful.

4. The corner at 18th Avenue and Bush Street in Lemoore is too congested with traffic and pedestrians making it a dangerous and unsuitable location for a bus stop.
5. Litter was seen around many of the bus stops but it is picked up at designated bus stops twice weekly and at other bus stop locations every two weeks.
6. The fare increases are due to population growth resulting in government funding changes.
7. Seniors may buy bus tickets at a reduced rate at the Commission on Aging Office at 1197 South Drive, Hanford.

CONCLUSION:

The Grand Jury thanks KART management for responding immediately to its concerns. The bus stop on the congested and dangerous corner of 18th Avenue and Bush Street has been relocated. The complainant's property is no longer used as a bus stop. Litter is picked up at official bus stops twice weekly and at other bus stop locations every two weeks. Seniors may buy bus tickets at a reduced rate at the Commission on Aging office at 1197 South Drive.

RECOMMENDATIONS:

None

RESPONSE:

None needed. This is an informational report only.

KIT CARSON SCHOOL DISTRICT

SYNOPSIS:

The Kings County Grand Jury received a complaint concerning a child who got off a school bus with blood on his face and hands. When the parent called the school, the school could not get in touch with bus driver. School personnel told her they would get back to her. School personnel did get back to her and she was told the bus driver could not be reached because the radio was off. Later that day she was contacted and told the camera was not functioning.

AUTHORITY:

Pursuant to Penal Code §933.5

METHOD OF INVESTIGATION:

Interviews on site at Kit Carson School with the School Superintendent and the Traffic Director were held. There were two incidents that happened between January and the time of the interview. In one incident the school could not reach the person driving the bus because the radio was off. An on site review of repair records of Kit Carson school buses at the Hanford High School District Garage was held in April, 2006.

FINDINGS:

1. Radios and cameras are not required by law to be installed on school buses.
2. Most cameras that are installed in school buses are set to operate zero to thirty minutes after the ignition is turned off.
3. There are no records showing any cameras on the Kit Carson school buses have been repaired from January 2006 to the time of the interview for this report in April, 2006.
4. The cameras on Kit Carson School buses are set to run ten minutes after the ignition is turned off.
5. Most cameras have an eight-hour run time limit before they automatically rewind.

6. Kit Carson School buses have radios and cameras installed by the Hanford High District Garage. The radios can be turned off by the driver.
7. By law buses must be inspected every 3,000 miles, or after operating for 45 days, whichever comes first.

COMMENTS:

1. The Kit Carson School Traffic Director has agreed to our recommendation. This will be implemented as soon as possible.
2. During the Grand Jury's interview at the Kit Carson School the Grand Jury was told the radio problem has been taken care of. The bus drivers now have with them on their person a Nextel walkie-talkie. There is no reasonable situation in which the school could not reach the driver, even if the bus radio is turned off.
3. The camera was not found to be malfunctioning but it was more than likely in the rewind mode.

RECOMMENDATION:

Tape on cameras should be changed on a daily basis and saved for at least twenty-four hours.

RESPONSE:

No response required for this report

JUVENILE DETENTION CENTER

SYNOPSIS:

The Kings County Grand Jury visited the Juvenile Detention Center on January 5, 2006. The tour was conducted by a senior staff member.

WHY THE GRAND JURY INVESTIGATED:

Public interest

AUTHORITY:

The Grand Jury exercises its authority under Penal Code Section §919(b) "The Grand Jury shall inquire into the condition and management of public prisons within the county."

FINDINGS:

1. Offenders may be in detention for a week or even a year.
2. When they turn eighteen, they may be sent to California Youth Authority.
3. Most juvenile offenders are here for assault.
4. Gang activity is not tolerated.
5. This is a maximum security facility with most holding cells for two and a few for one. Capacity is regulated to forty-six. There are usually about twenty juvenile offenders at one time.
6. Each cell has an intercom so conversations can be monitored.
7. There are no cameras in the cells, only in the halls.
8. Male and female offenders are kept in separate areas.
9. There is a lunchroom and a staffed kitchen. Hot meals are served for breakfast and dinner. Noon meals are a sack lunch.

COMMENTS:

1. Some detainees are over eighteen because the crime was committed when they were younger.
2. The building is concrete block with steel doors. There are some windows.
3. Sometimes an offender will bang or kick the door. They are told to stop. If they continue, disciplinary action is taken.

4. Some inmates are fourth generation offenders. They see parents involved in illegal activities and that is the example they follow.
5. The offenders medical and mental needs are taken care of by a doctor and a psychiatrist. A nurse is always on duty, distributing medication and keeping records.
6. The Grand Jury was impressed with the efficient operation of this facility.

RECOMMENDATIONS:

None.

RESPONSE:

No response is required for this report.

KINGS COUNTY GANG TASK FORCE

SYNOPSIS:

In the fall of 1991 the Sheriff's Department and the Office of the District Attorney saw the need for an agency to control the gang activity that had been growing in Kings County. Thus, the multi-agency unit consisting of members from the Kings County Sheriff's Department, Hanford Police Department, Lemoore Police Department and Corcoran Police Department was created under the direction of the Kings County Probation Department. Prevention, intervention and suppression are the goals of the Kings County Gang Task Force.

AUTHORITY:

The Kings County Grand Jury exercises its authority under Penal Code §925 which states, "The Grand Jury shall investigate and report on the operations, and records of the officers, departments or functions of the county."

METHOD OF INVESTIGATION:

On November 10, 2005 a member of the Kings County Gang Task Force (KCGTF) was interviewed. On November 30, 2005 two members of the KCGTF made a presentation to the Grand Jury. Documents were made available to the Grand Jury by the KCGTF and the Kings County District Attorney's Office.

FINDINGS:

1. Information derived from interviews and presentation by the KCGTF:
 - a. Gang members are identified to other gang members by specific colors, numbers, tattoos or gestures.
 - b. Gang members are commonly between the ages of 13 and 19 years of age but have been found as young as eight years of age.
 - c. Gangs are commonly segregated along ethnic lines.
 - d. Some gang members have family members who belong to a gang.
 - e. When a known gang member, or someone known to be related to a gang member, is arraigned in a gang related crime, the charges may be enhanced. This can result in a longer prison sentence

- f. Most gang activity occurs at night.
 - g. The KCGTF will make a presentation to any requesting public agency.
 - h. If a citizen finds graffiti on his property, he may call the Probation Department Office at 582-3211, extension 3850. That office will arrange to have it removed.
2. Information derived from documents provided by the KCGTF and the Kings County District Attorney's Office:
- a. The KCTGF created 92 crime reports in 2005; 71 of those reports were gang related and 41 were felony cases.
 - b. The KCGTF participated in or arrested 187 offenders; 138 of those arrested were gang members or associates.
 - c. KCGTF estimates that at any given time there are about 5,000 active gang members in Kings County.
 - d. From documents furnished by KCGTF:

“Gang crimes included homicide, attempted homicide, assault with a deadly weapon, battery, vandalism, drug sales, possession of dangerous/deadly weapons, throwing an object at a vehicle, witness intimidation, terrorist threats, illegal firearms possession, burglary, theft, vehicle theft, forgery, fraud, etc. Gang members are not specific as to which crimes they will commit. One of the things that makes them gang members is that they commit crimes, any and all crimes.”

COMMENTS:

The Kings County Grand Jury thanks the KCGTF and the District Attorney's Office for their aid in putting together this report. Keep up the good work.

RECOMMENDATIONS:

None

RESPONSE REQUIREMENTS:

No response is required for this report.

BOOT CAMP VISIT

SYNOPSIS:

The Kings County Grand Jury visited the Boot Camp on January 5, 2006.

WHY THE GRAND JURY INVESTIGATED:

Public interest.

AUTHORITY:

The Kings County Grand Jury exercises its authority under Penal Code §919(b), “The Grand Jury shall inquire into the condition and management of public prisons within the County.”

METHOD OF INVESTIGATION:

Members of the Kings County Grand Jury toured the Boot Camp on January 5, 2006.

FINDINGS:

1. Kings County started the Boot Camp program in 1995.
2. A juvenile offender can be recommended for the Boot Camp program by his or her Probation Officer. When approved by a judge the juvenile offender is ordered to Boot Camp for a specific length of time.
3. The Boot Camp program is designed for male and female juvenile offenders who are kept separated except for classroom instruction. They are each divided into two groups: first offenders and repeat offenders.
4. Although about 80% of the juvenile offenders are gang members, no gang activity is tolerated.
5. Juvenile offenders are always under adult supervision.
6. The normal periods of stay at the Boot Camp are three or five months.
7. The juveniles participate in physical training, academics, victim awareness, drug and alcohol counseling, anger management and community service.

COMMENTS:

1. All juvenile offenders have duties which are rotated periodically.
2. Girls wear no make-up and their hair is neatly pulled back in a bun.
3. Boys have very short hair and are clean shaven.
4. The program is very structured and stresses military protocol, physical conditioning, education and life skills.
5. Groups wear distinctive clothing. Most wear camouflage. Group leaders, who earn that rank, wear grey.
6. Groups move from one location to the next marching in close formation.
7. The Probation Department provides for the medical and psychiatric needs of the juvenile offenders.
8. There are Sunday church services available.
9. In the classrooms, girls sit on one side and the boys on the other. They are not allowed to talk unless directed by the teacher.
10. The Grand Jury was impressed with the efficient operation of this facility.

RECOMMENDATIONS:

None

RESPONSE:

No response is required for this report.

KINGS COUNTY CHILD SUPPORT SERVICES

SYNOPSIS:

The Grand Jury received two requests to investigate the services provided as well as the manner of service provided by the Kings County Department of Child Support Services. The complaints stated that the clients felt as if they were being singled out for punitive action by the Child Support Services.

AUTHORITY:

Our authority is pursuant to California Penal Code §925.

METHOD OF INVESTIGATION:

Interviews were conducted and documents researched.

Findings:

1. That in both cases, instructions from the Court were not followed and that the clients repeatedly did not respond to Court orders, including summonses to appear in court.
2. That in both cases, the clients fell grossly behind in child and/or spousal support payments.
3. That the directions given to both clients were clear and concise.
4. That Child Support Services and the Court are dependent upon each client for information which would cause changes to be made in the amount of child and/or spousal support paid by said client.
5. That Child Support Services is open and most willing to work with every person who is ordered to pay support but is dependent upon a two way line of communication.
6. That an audit can and will be done if requested in writing by the complaining party.
7. That an audit was made by Child Support Services for one of the clients and an error, in his favor, was found. He was immediately notified and a refund was initiated.

RECOMMENDATIONS:

That the Child Support Services office continue to communicate with clients so that they might be more aware of the audit request process.

COMMENTS:

The Grand Jury commends the Child Support Services office for requesting a second interview with the Grand Jury in order to admit that an error in calculations had been made and to explain the new procedure implemented to avoid repeating that mistake. Members of the Child Support Services Department examined every like case to make sure that there were no similar errors and found none. The Child Support Services office also developed an additional step in preparing calculations so that errors of this type would be eliminated.

RESPONSE REQUIREMENTS:

None required.