

**2005-2006 KINGS COUNTY GRAND JURY  
FINAL REPORT**

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**COUNTY OF KINGS**  
**GRAND JURY**  
P.O. BOX 1562  
HANFORD, CALIFORNIA 93230

JULY 3, 2006

Honorable Thomas DeSantos  
Advising Judge  
Kings County Superior Court  
Hanford, California

Dear Judge DeSantos:

The 2005-2006 Kings County Grand Jury, in compliance with California Penal Code Section 933, hereby submits the Final Report Booklet. The Booklet consists of reports of investigations conducted by the Grand Jury into the operation of public agencies within Kings County. The investigations were conducted in accordance with the role of the Grand Jury to protect the interests and address the concerns of citizens of the county.

Inquiries that resulted in investigations were initiated by citizen's Request for Investigation. The 2005-2006 Grand Jury received in excess of 40 complaints concerning multiple issues. These complaints were first referred to the appropriate committee to review and to conduct a preliminary investigation. If the complaint met the established criteria, the committee would recommend that the Grand Jury authorize further investigation.

In the course of our investigations, we interviewed more than 75 witnesses. We thank all of those who contributed their time and energy in providing important information to us. We encountered many roadblocks over our year of service. That experience was daunting but did not dissuade us from fulfilling our obligations.

In general we found that Kings County entities operate efficiently and effectively.

The support and encouragement you provided throughout the year is appreciated by all members of the Jury, especially myself. In addition, we thank the Court Staff for the many instances where they aided us in administrative matters.

I thank the members of this year's Grand Jury. The members worked diligently and gave hundreds of hours of their time on behalf of this civic duty. It was an honor and a privilege for me to serve with such a dedicated and distinguished group.

**Thomas DeSantos**  
**Judge of the Superior Court**  
**State of California**  
**County of Kings**

July 3, 2006

To: Kings County Grand Jury and Affected Governmental  
Agencies and Officers

The 2005 – 2006 County Grand Jury has submitted the enclosed reports to the Presiding Judge of the Superior Court in accordance with Section 933 of the California Penal Code. The enclosed reports were submitted and are hereby accepted as the final reports of the Grand Jury concerning these areas of inquiry.

The agencies and elected officials who are affected by the enclosed reports are each hereby notified that they are required to comment to the Presiding Judge concerning these findings and recommendations as they pertain to the subject agency or elected official. Comments are due on behalf of each elected county officer or agency head who has responsibility for the agencies and functions described in these reports within 60 days from this date. The governing bodies of the public agencies affected by the reports have a 90-day time limit within which to submit comments pursuant to Penal Code Section 933(c). In addition, a copy of each response shall be placed on file with the clerk of the public agency on whose behalf the response is made.

Those having questions concerning their responsibilities to respond to the Grand Jury's recommendations should contact County Counsel or their agency's general counsel.

The Judges of the Superior Court wish to express our deep appreciation for the uncounted hours of service given by members of the 2005-2006 Grand Jury, with special thanks to their Foreperson, Steve Harris. Their efforts in service of the public good are commendable. Selfless dedication to public service, such as theirs, is one of the foundation stones upon which our democracy rests.

Sincerely,



Thomas DeSantos,  
Judge

# CITY OF HANFORD/CITY MANAGER RETIREMENT AGREEMENT

## I. INTRODUCTION.

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 negotiation of the “Employment Agreement for a Fixed Term and General Release” (See Exhibit 2; hereinafter referred to as the “2005 Agreement”) 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 a wider and deeper scrutiny had to be initiated.

The Grand Jury found that a very important document, namely a “Letter of Agreement” (See Exhibit 1; hereinafter referred to as the “1990 Agreement”) dated December 11, 1990 and signed by the then Mayor and the newly hired City Manager may not have been provided to all the present City Council members during the negotiations for the 2005 Agreement or at any prior time. 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 2005 Agreement.

It is apparent to the Grand Jury that numerous errors were made by the City Council and its advisors on how to conduct its closed sessions and in the reviewing and suggesting changes to the 2005 Agreement. This resulted in violations of the Ralph M. Brown Act (see California Government Code sections 54950 et seq; hereinafter referred to as the “Brown Act”).

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, although they are permitted but not required by the Brown Act.

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

## **II. AUTHORITY.**

Our authority is pursuant to of the California Penal Code §925a, which 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.” The Grand Jury’s mandate is “...to act as the public’s ‘watchdog’ by investigating and reporting upon the affairs of local government ...” (McClatchy Newspapers v Superior Court [1988] 44 Cal. 3d 1162, 11760).

## **III. 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 witnesses, some of whom were interviewed multiple times. Sixty-three exhibits were collected as evidence and examined. The final recorded transcripts consist of twenty-one volumes containing eleven hundred seventy-nine pages of testimony.

## **IV. FINDINGS.**

### **A. THE 2005 AGREEMENT (EXHIBIT 2).**

1. The 2005 Agreement was negotiated by attorneys representing the City Council and the City Manager over a period of weeks, and it was 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 the 2005 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 2005 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 2005 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 the 2005 Agreement, the total salary and benefits to be received by the City Manager for the period of July 1, 2006 through August 1, 2007 will be \$208,754. This is thirteen months times \$12,197 monthly salary, plus \$3,861 monthly benefits.
6. Under the 2005 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 the 2005 Agreement for the retiring employee, and will also significantly add to the expenses incurred by the City of Hanford.
7. Nowhere in the 2005 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 the 2005 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.

**B. THE 1990 AGREEMENT (Exhibit 1).**

1. The 1990 Agreement is dated December 11, 1990, printed on City of Hanford letterhead, and signed by the then Mayor of Hanford and the incoming City Manager. Under the 1990 Agreement, the City Manager was an “at will” employee who could be terminated at any time and for any reason. Under the 2005 Agreement, the City Manager is now an employee for a term ending on 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 its termination settlement does a disservice to the public.
2. The 1990 Agreement contains eight numbered items listing the benefits of employment offered to and accepted by the new City Manager.
3. Item 7 of the 1990 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 the 1990 Agreement was superseded by the 2005 Agreement, there is no mention made of it in the 2005 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 1990 Agreement and the 2005 Agreement within seventy-two (72) hours.
6. There is some evidence that current and former members of the Hanford City Council made 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 finds that knowledge of the 1990 Agreement may have affected the City Council's negotiation of the 2005 Agreement and the terms thereof.
8. The Grand Jury finds that information regarding the existence of and the terms of the 1990 Agreement were not provided to City Council members during the negotiation of the 2005 Agreement.

9. As the official body employing the City Manager and negotiating the terms and conditions of the 2005 Agreement, the City Council should have been provided with a copy of the 1990 agreement upon first assuming office after being elected.
10. The Grand Jury could find no evidence that current or former city employees or officials had ever seen the 1990 Agreement. From 1990 until the Grand Jury received it, the 1990 Agreement apparently remained inaccessible to all who asked if there was such an agreement. However, when the Grand Jury requested this information through normal channels, it was provided within seventy-two (72) hours. The Grand Jury finds that this vital document was not provided to those who requested it, even though they had a legal right to possess it.
11. Under City Council Resolution No. 0501-R (Exhibit 3; hereinafter the "Salary Resolution"), 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 per month, well below the salary stated in paragraph 4 of the 2005 Agreement. If the City Manager were placed in the Assistant City Manager position at a salary higher than that authorized by the Salary Resolution, it would constitute a violation of the city's own Salary Resolution. This potential violation was not corrected until the passage of City Council Resolution No. 06-02-R, which was not passed until January 3, 2006, more than six weeks after the new agreement was signed.
12. The Grand Jury finds that the City Council did not have all the information and documents it needed prior to its decision to enter into the 2005 Agreement to terminate the current City Manager.
13. The Grand Jury finds that the City Manager did not provide information to the City Council to which it was entitled and which it needed to make an informed and appropriate decision as to the terms and conditions of the 2005 Agreement.
14. The Grand Jury finds that 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 uninformed assurances of others.
15. The Grand Jury finds that the City Attorney, who has served since 1989, failed in providing the City Council with the proper advice related to compliance with the Brown Act.
16. The Grand Jury finds that the City Clerk failed to follow up on requests from City of Hanford officials for information which they needed concerning the 1990 Agreement and the negotiations for the 2005 Agreement.

**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 held on August 16, 2005, August 29, 2005, September 7, 2005, September 13, 2005, September 21, 2005 , and on September 28, 2005, the City Council decided to terminate the City Manager' s employment with the City. For all meetings held through September 28, 2005 the agenda item was correctly labeled as "Performance Evaluation Process (GC 54957) – City Manager."
3. It was also decided at the September 28, 2005 meeting to retain outside counsel to guide the City Council in its negotiations with the City Manager. As of the next meeting the item labeling "Performance Evaluation Process (GC 54957) – City Manager" became inappropriate under the Brown Act because the discussions of performance had ended and a discussion of a proposed termination settlement for the City Manager began. During subsequent closed session meetings with its negotiator, the agenda item identifying the closed sessions should have cited Government Code section 54957.6 and should have stated "Negotiations with Unrepresented Employee – City Manager".
4. The agenda item labeling for all closed sessions was supplied by the City Attorney.
5. 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." The Grand Jury finds that when the City Council approved the 2005 Agreement, it clearly had no intention of reducing compensation as a result of the imposition of discipline. Therefore, since the agenda item identified the closed sessions held subsequent to September 28, 2005 as "Performance Evaluation Process (GC 54957) – City Manager", all such meetings which included discussions of compensation violated the Brown Act.
6. The Grand Jury finds that if the closed sessions held subsequent to September 28, 2005 had been properly labeled as "Negotiations with Unrepresented Employee – City Manager" and had properly cited Government Code section 54957.6, compensation could have been discussed in closed session, but the City Council could not have taken final action on such compensation in closed session. The Grand Jury further finds that the 2005 Agreement was approved by the City Council in closed session on November 15, 2005, and it was executed by both the Mayor and the City Manager prior to the City Council returning to open session on that same date. Therefore, it is clear that the City Council took final action on

the City Manager's compensation in closed session in violation of the Brown Act.

7. 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.
8. The Grand Jury believes the City Council was attempting to act in a fair and judicious matter.

**D. EMPLOYEE EVALUATIONS.**

1. City Manager. As to the City Manager and the City Manager position the Grand Jury finds all of the following:
  - (a) At no time has there been a formal evaluation and review process in place for the person serving as City Manager.
  - (b) A formal annual evaluation and review process for the City Manager is essential for the proper functioning of City government but one has not been implemented by the City Council.
  - (c) 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.
  - (d) Without an established annual review process in place, the City Council cannot measure the performance of the City Manager from year to year.
  - (e) Without an established annual review process, the City Manager will not have the opportunity to improve his or her performance and to provide the kind of leadership which the City needs.
  - (f) Until June 30, 2005, the City Council as a body expressed no concerns about how the City Manager conducted city business.
  - (g) As of July 2005, the City Council decided to review the City Manager's performance.
  - (h) After years of benign neglect, the City Council apparently agreed they should take control of the actions of the City Manager.
  - (i) Therefore, when the City Council decided it wanted to terminate its relationship with the current City Manager, they had no written evaluations from prior years to fall back on.
2. City Clerk. As to the City Clerk and the City Clerk position, the Grand Jury finds all of the following:
  - (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. As to the City Attorney and the City Attorney position, the Grand Jury finds all of the following:
  - (a) The current City Attorney has served the City of Hanford since 1989.
  - (b) 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 its 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.

**V. RECOMMENDATIONS.**

1. The City Council should take whatever steps it deems appropriate and necessary to ensure that when negotiating employment contracts with its employees, it has access to all relevant documents, including, but not

- limited to, the current contract and the employee's prior written evaluations.
2. The City Council should receive training on compliance with the Brown Act and should take whatever additional steps it deems appropriate and necessary to ensure that it receives appropriate advice from the City Manager's office and the City Attorney's office related to compliance with the Brown Act.
  3. The City Council should establish and implement an annual performance evaluation process for all employees and officers for which it has direct hiring and firing authority, including, but not limited to, the City Manager, the City Attorney and the City Clerk.
  4. The City Council should keep written or recorded minutes of its closed sessions.
  5. The City Council should establish and implement an effective system for ensuring the security and confidentiality of its personnel records.

## **VI. RESPONSE REQUIREMENTS.**

Pursuant to California Penal Code §933(c) the following agency is required to respond within 60 days to the findings and recommendations contained in this report.

- Hanford City Council

City of HANFORD

CALIFORNIA 93230  
CITY HALL 400 NORTH DOUTY STREET

(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.

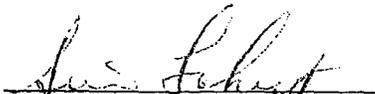
The starting date of your employment will be December 11, 1990. The benefits for employment as we discussed are listed below:

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

11

  
Jan E. Reynolds

**EMPLOYMENT AGREEMENT FOR A FIXED TERM  
GENERAL RELEASE**

This Employment Agreement For a Fixed Term and General Release ("Agreement and Release") is made by and between Jan E. Reynolds, an individual ("Mr. Reynolds") and the City of Hanford, a municipal corporation ("City"), with reference to the following:

**RECITALS**

A. WHEREAS, Mr. Reynolds is, and at all relevant times has been, employed as the Hanford City Manager; and

B. WHEREAS, Mr. Reynolds has been employed by the City for a total of 24 years and as Hanford City Manager for the last 15 of those years; and

C. WHEREAS, pursuant to discussions between Mr. Reynolds and the City Council for the City, Mr. Reynolds has elected to announce his retirement as Hanford City Manager; and

D. WHEREAS, Mr. Reynolds on the one hand, and the City, on the other hand, have agreed to the terms and conditions of Mr. Reynolds' retirement as Hanford City Manager as set forth in this Agreement and Release.

NOW, THEREFORE, in consideration of the mutual promises, assurances and covenants set forth below, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound by this Agreement and Release, Mr. Reynolds and the City hereby agree as follows:

## AGREEMENT

1. **Irrevocable Resignation.** Mr. Reynolds acknowledges and agrees that he will retire as an employee of the City effective August 1, 2007 and Mr. Reynolds' signature on this Agreement and Release constitutes his irrevocable resignation from any and all employment with the City effective August 1, 2007 and his agreement to be bound by the terms and conditions of this Agreement and Release. The City Council's action approving this Agreement and General Release shall be deemed irrevocable acceptance of Mr. Reynolds' irrevocable resignation as an employee of the City effective August 1, 2007 and its agreement to be bound by the terms and conditions of this Agreement and Release.

2. **Retirement Announcement.** At the November 15, 2005 meeting of the City Council, Mr. Reynolds shall announce his retirement as an employee of the City effective August 1, 2007. Mr. Reynolds will also announce that for the time period of December 1, 2005 through June 30, 2006, he 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. **Continued Employment as City Manager.** For the period beginning December 1, 2005 through June 30, 2006, Mr. Reynolds shall continue to serve as City Manager, at his current monthly salary of Twelve Thousand One Hundred Ninety Seven Dollars (\$12,197.00), and employee benefits less all applicable taxes and deductions, and employment benefits as identified in Exhibit "A" which is attached hereto and made a part hereof (collectively "Salary and

Benefits"). 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.

4. **Assistant City Manager Position Through August 1, 2007.** 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 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.

5. **General Release.** Mr. Reynolds and the City, on their own behalf and on behalf of their heirs, representatives, successors and assigns, agree to release and forever discharge each other, from any and all claims, demands, causes of action, obligations, damages and liabilities whatsoever arising out of or any way related to Mr. Reynolds' employment with the City through and including the date this Agreement and Release is both executed by Mr. Reynolds and approved by action of the City Council. Mr. Reynolds and the City also agree not to institute, or cause to be instituted, any action in any State or Federal Court or administrative tribunal, attributable or related to any of the matters pertaining to Mr. Reynolds' employment with the City through and including the date this Agreement

and Release is both executed by Mr. Reynolds and approved by action of the City Council. Mr. Reynolds and the City agree that this General Release includes all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, which they may have or may claim against each other arising out of Mr. Reynolds' employment with the City through and including the date this Agreement and Release is both executed by Mr. Reynolds and approved by action of the City Council, in any manner whatsoever, and Mr. Reynolds and the City expressly acknowledge waiver of any rights they may have under Civil Code Section 1542, which states:

"A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must materially affect his settlement with the debtor."

  
A.R.  
D.A.

Mr. Reynolds and the City further acknowledge that they may discover facts different from, or in addition to, the facts that they now know or believe to be true with respect to the released claims and agree that in such event this Agreement and Release shall, nevertheless, remain effective in all respects notwithstanding the discovery of such additional facts.

6. **No Effect on Terms and Conditions of Agreement and Release.**

The general release of claims set forth in paragraph 5 of this Agreement and Release shall have no application to the terms, conditions, agreements, promises, representations and warranties set forth in this Agreement and Release. Either party to this Agreement and Release shall have full legal and equitable right to bring whatever action its deems appropriate as a result of the other party's breach

of any term, condition, agreement, promise, representation or warranty set forth in this Agreement and Release.

7. **Age Discrimination Waiver.** Mr. Reynolds agrees to waive any claim under the Age Discrimination in Employment Act ("ADEA") and any claims under California state or federal law for age discrimination. The parties acknowledge that Mr. Reynolds has had the opportunity to consult with his attorney on his rights on this subject, and has had more than twenty-one (21) days to consider his waiver of this potential claim. He may revoke this portion of this Agreement and Release only, in writing, within seven (7) days of the date of execution of this Agreement and Release addressed to the Mayor of the City. Mr. Reynolds acknowledges if he revokes this portion of this Agreement and Release, this entire Agreement and Release is revoked. The parties understand that this Agreement and Release shall not become effective or enforceable until the above-referenced revocation period has expired; however, if any portion of this Agreement and Release is revoked under this subparagraph b, this entire Agreement and Release shall become null and void without further action of the City. Mr. Reynolds has been advised of his rights by his attorney under United States Code, Title 29, Section 626(f)(1)(6).

8. **Breach of Agreement.** The parties agree and understand that in the event that legal proceedings are initiated for the purpose of enforcing the terms of this Agreement and Release, the prevailing party in any such proceeding shall be entitled to an award of reasonable attorneys' fees and costs incurred in bringing or defending such action.

9. **Attorneys' Fees.** The parties further agree that as to the negotiations for and the preparation of this Agreement and Release, each of them shall bear their own attorneys' fees.

10. **No Admission of Liability.** This Agreement and Release does not constitute an admission of liability or wrongdoing by any party. Each party covenants on behalf of itself, its officials, officers, employees, agents, assigns and successors, that, except to simply deny liability or wrongdoing on its part, it shall not make any statements or representations, whether public or private, whether oral or written, which in any way whatsoever attributes to the other party, its Council members, officers, employees, agents, assigns or representatives, fault, wrongdoing, or derogatory conduct of any kind.

11. **Entire Agreement.** This Agreement and Release constitutes the entire understanding between the parties. The parties signatory hereto further declare, and expressly agree, that the considerations recited in this Agreement and Release are the sole considerations for this Agreement and Release and that no representations, promises, or inducements have been made by any party or its officers, employees, agents, or attorneys thereof, other than as appears in this Agreement and Release.

12. **Governing Law.** This Agreement and Release is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed by the laws of that State.

13. **Severability.** The parties acknowledge and agree that should any portion of this Agreement and Release be unenforceable by a court of competent

jurisdiction, the unenforceable provision shall be severed from the rest of the Agreement and Release and shall not affect the validity and enforceability of the remainder of the Agreement and Release.

14. **Voluntary Agreement.** The parties declare that they have carefully read and understand the contents of this Agreement and Release and that all of its terms have been fully explained to them by their representatives of record. The parties signatory hereto acknowledge voluntarily entering into this Agreement and Release with full knowledge of the rights they may be waiving and Mr. Reynolds further represents that, as of the date of execution of this Agreement and Release, he has the legal capacity to understand, agree to and sign this Agreement.

15. **Amendments.** The parties agree that the terms of this Agreement and Release cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by all parties.

16. **Interpretation.** The parties further agree that the language in this Agreement and Release shall be construed as a whole according to its fair meaning and not strictly for or against any of the parties.

17. **Binding Effects.** The parties agree that the terms of this Agreement and Release shall be binding upon all parties and their respective successors, heirs and assigns.

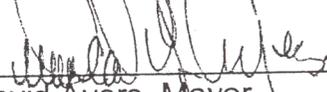
18. **City Defined.** The term "City" includes the Mayor and members of the City Council, and all agents, employees, officers and representatives elected or appointed by or working on behalf of the City.

19. Execution in Counterparts. The Agreement and Release may be executed in two or more counterparts which, taken together, shall constitute the whole Agreement and Release between the parties.

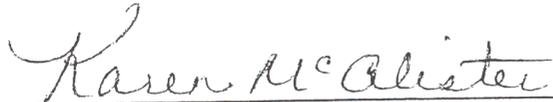
DATED: 11/15/05

  
\_\_\_\_\_  
Jan E. Reynolds

DATED: 11/15/05

  
\_\_\_\_\_  
David Ayers, Mayor  
City of Hanford

The above Employment Agreement For A Fixed Term and General Release was approved by the City Council of the City of Hanford at its meeting held on November 15, 2005.

  
\_\_\_\_\_  
Clerk to the City Council  
City of Hanford  
Kings County, California

*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\***

	Monthly	Annual
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

RESOLUTION NO. 05-01-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD,  
STATE OF CALIFORNIA, ADOPTING AN EMPLOYEE  
COMPENSATION PLAN FOR THE CALENDAR YEAR 2005 FOR THE  
EMPLOYEES OF THE CITY OF HANFORD.

At a regular meeting of the City Council of the City of Hanford, duly called and held on January 4, 2005, on motion of Council Member BUFORD, seconded by Council Member GALLEGOS, and duly carried, the following Resolution was adopted:

*WHEREAS*, the City of Hanford has adopted the Rules and Regulations of the City's Merit Personnel System as adopted by Resolution No. 1088, and

*WHEREAS*, Section 501 of said Rules and Regulations provides for the establishment of an Employee Compensation Plan.

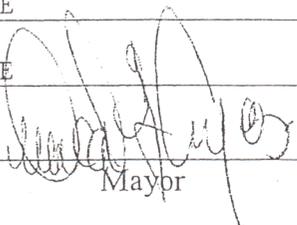
*NOW, THEREFORE, BE IT RESOLVED*, that the City Council of the City of Hanford, does hereby establish the Employee Compensation Plan for Calendar Year 2005, attached hereto and marked "Exhibit A," and by reference thereto made a part hereof for the employees of the City of Hanford covered thereby.

*BE IT FURTHER RESOLVED*, that this Resolution No. 05-01 -R supersedes Resolution No. 04-05-R, 04-30-R, 04-45-R, 04-73-R, 04-80-R and 04-83-R.

Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on January 4, 2005, by the following vote:

AYES:	Council Member	<u>BUFORD</u>
		<u>GALLEGOS</u>
		<u>CHIN</u>
		<u>GONZALES</u>

		AYERS	_____
NOES:	Council Member	NONE	_____
ABSTAIN:	Council Member	NONE	_____
ABSENT:	Council Member	NONE	_____
	APPROVED:		_____



Mayor

ATTEST: Betty A. Venegas  
Deputy City Clerk

STATE OF CALIFORNIA)  
COUNTY OF KINGS ) ss  
CITY OF HANFORD )

I, BETTY A. VENEGAS, Deputy City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 4th day of January 2005.

Dated: January 6, 2005

Betty A. Venegas  
Deputy City Clerk

**SECTION 4: AUTHORIZED MANAGEMENT AND CONFIDENTIAL CLASSIFICATIONS**

EFFECTIVE: January 3, 2005

AMENDED:

FILE: CM/Excel/Unions/Mnmgmt-January 2005

**POSITION****CONFIDENTIAL CLASSIFICATIONS**

Personnel Support Technician	\$2,508	-	\$3,011
Accounting Technician	\$2,763	-	\$3,317
City Clerk/Administrative Coordinator	\$3,780	-	\$4,537

**MIDDLE MANAGEMENT CLASSIFICATIONS**

Police Communications Supervisor	\$3,265	-	\$3,918
Street Supervisor	\$3,350	-	\$4,020
Utility Supervisor	\$3,350	-	\$4,020
Police Records Supervisor	\$3,362	-	\$4,034
Recreation Supervisor	\$3,379	-	\$4,054
Fleet Maintenance Supervisor	\$3,389	-	\$4,068
Administrative Analyst	\$3,667	-	\$4,400
Accountant	\$4,012	-	\$4,815
Associate Planner	\$4,027	-	\$4,833
Parks Superintendent	\$4,163	-	\$4,995
Fleet & Building Manager	\$4,173	-	\$5,007
Fire Captain	\$4,289	-	\$5,146
Refuse Superintendent	\$4,325	-	\$5,190
Street Superintendent	\$4,339	-	\$5,206
Utility Superintendent	\$4,339	-	\$5,206
Senior Administrative Analyst	\$4,350	-	\$5,218
Associate Engineer	\$4,601	-	\$5,521
WWTP Superintendent	\$4,619	-	\$5,541
Assistant Fire Chief/Fire Marshal	\$4,868	-	\$5,842
Building Official	\$4,868	-	\$5,842
Police Lieutenant	\$4,910	-	\$5,891
Economic Development Manager	\$5,349	-	\$6,420
Police Captain	\$5,765	-	\$6,919
City Engineer	\$6,176	-	\$7,412
Deputy Director, Public Works	\$6,645	-	\$7,974

**MANAGEMENT CLASSIFICATIONS**

Director, Recreation	\$6,034	-	\$7,243
Deputy City Manager	\$7,065	-	\$8,480
Director, Community Development	\$7,174	-	\$8,611
Fire Chief	\$7,255	-	\$8,707
Director, Finance	\$7,367	-	\$8,842
Police Chief	\$7,395	-	\$8,874
Assistant City Manager	\$7,635	-	\$9,162
Director, Public Works	\$8,353	-	\$10,026

**NON-CLASSIFIED POSITIONS**

City Manager			\$12,197
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## **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

Hanford Cemetery District  
10500 S. 10<sup>th</sup> Ave  
Hanford, CA 93230  
Tel # (559) 584-3937  
Fax # (559) 584-9494

The Hanford Cemetery District has 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 from the public and advise District Manager.

The District Manager is responsible for the daily operation of the cemeteries in the District.. He advises the Board of all matters pertaining to the operation of the cemeteries; including staff requirements, training and disciplinary actions. In coordination with the Board, the District Manager prepares an operating budget in the month of June for their approval.

The Board meets on the second Wednesday of every month to discuss matters concerning the District. Each member receives a monthly per diem of \$50.00. Board meetings are open to the public for their comments and opinions. An agenda for the meeting is posted one week prior.

The District has four cemeteries: Hanford, Calvary, Lakeside and Kings River. There are fifty-four acres developed and twenty-eight acres undeveloped. There are approximately 250 interments each year.

We had a budget of \$713,460 for the fiscal year ended June 30, 2005. We had revenue of \$625,583.92 and a profit of \$45,639.29 was realized. The District used 81% of the budget. We have cash in the treasure of \$1,079,990.72. This is working capital. The District's Endowment Care has a total of \$662,255.59. The District can't use these endowment funds because they are set as a reserve in case of any defaults.

An independent firm audits the District annually. A thorough audit was just completed the week of October 3, 2005, by M. Green, LLP.

Improvements made in the fiscal year just ended included: a new Toro lawn mower, new computer for the office, broad leaf herbicides were applied to the turf areas of the cemeteries to control weeds, all lawns were fertilized, new sprinkler system was installed and the office building was painted.

The District has a total of ten employees, including the District Manager and the office clerk. Three employees work at Calvary Cemetery and five at Hanford Cemetery. The five employees at Hanford Cemetery also maintain the Lakeside and Kings River Cemeteries. There is a foreman at Calvary and at Hanford Cemetery The foremen maintain the daily operation of the cemeteries. There is a staff meeting with the District Manager every Monday and Wednesday to review and establish work scheduling. The District Manager visits each cemetery a minimum of

eight times per day to assure smooth operation and advise the foremen of any work requirements which need to be handled. There is also a lead man that is trained to work in the place of the foremen when they are on vacation, ill or away from the District. The District has an agreement with Kings County for community workers at Hanford Cemetery. Sometimes there are five to six workers and other times there are none.

The hours of operation are 7:00 am to 4:00 p.m., Monday through Friday. The months of May, June, July and August, the hours of operation are 6:00 a.m. to 3:00 p.m., Monday through Friday, due to the heat of the Valley.

Each employee is given a yearly performance evaluation. Raises are given based on this evaluation.

There were no safety injuries in the last fiscal year. The District Manager has established a Safety Training Program for the cemeteries. He conducts employee safety training meetings on a regular schedule. Employees are provided with uniforms, shirts, pants, hats and safety equipment that includes eye, ear and hand protection. Cool drinks such as Gatorade are provided during the hot summer months.

The District has established operating procedures approved by the Board. The procedures are written and available for review. There are written procedures in place for human resource issues such as job descriptions, salaries, holiday, sick leave, vacation, medical, etc., available for review.

A burial price schedule has been established by the Board which is uniform throughout the District Cemeteries. Copies are available.

Board Member Budget

Annual Budget  
YTD Expenses  
Unused Budget

**BUDGET**

<b>Budget</b>	<b>\$713,468.80</b>
<b>YTD Expenses(.81%)</b>	<b><u>\$579,944.63</u></b>
<b>Unused</b>	<b>\$133,524.17</b>
<b>Revenue</b>	<b>\$625,583.92</b>
<b>YTD Expenses</b>	<b><u>\$579,944.63</u></b>
<b>Profit</b>	<b>\$ 45,639.29</b>

<u>Board of Trustees</u>	<u>Appointment</u>	<u>Term Date</u>
Loretta Toledo	06/13/00	06/30/08
Deborah Wilson	06/13/00	06/30/08
Joy Myers	08/04/99	06/30/07
Ernest Bertaina	08/04/99	06/30/07
John Martins	08/04/99	06/30/07

DISTRICT MANAGER

Office Clerk

Calvary

Foreman

Workers

Leadman

Hanford  
Kings River  
Lakeside

Foreman

Workers

## Hanford Cemetery District

10500 S. 10<sup>th</sup> Avenue

Hanford, CA 93230

Tel.# (559) 584-3937

Fax # (559) 584-9494

## Salary & Step System

### Grounds Man Entry Level 1

1. \$1239.30 monthly/\$7.15 hourly
2. \$1363.27 monthly/\$7.87 hourly
3. \$1500.54 monthly/\$8.66 hourly
4. \$1650.59 monthly/\$9.52 hourly
5. \$1724.63 monthly/\$9.95 hourly

\* Steps may be given annually and only with merit.

### Grounds Man 11/Lead Man

1. \$1733.12 monthly/\$10.00 hourly
2. \$1819.78 monthly/\$10.50 hourly
3. \$1910.77 monthly/\$11.02 hourly
4. \$2006.31 monthly/\$11.57 hourly
5. \$2106.63 monthly/\$12.15 hourly

\* Steps may be given annually and only with merit.

### Foreman

1. \$2166.63 monthly/\$12.50 hourly
2. \$2253.29 monthly/\$13.00 hourly
3. \$2339.96 monthly/\$13.50 hourly
4. \$2426.62 monthly/\$14.00 hourly
5. \$2513.29 monthly/\$14.50 hourly

\* Steps may be given annually and only with merit.

### Secretary/Account Clerk

1. \$1703.02 monthly/\$10.56 hourly
2. \$1854.61 monthly/\$11.50 hourly
3. \$2015.88 monthly/\$12.50 hourly
4. \$2177.15 monthly/\$13.50 hourly
5. \$2257.78 monthly/\$14.00 hourly

\* Steps may be given annually and only with merit.

**District Manager**

1. \$3068.00 monthly/ **Note: Management cannot receive hourly wage.**
2. \$3374.80 monthly
3. \$3712.00 monthly
4. \$3897.89 monthly
5. \$4092.78 monthly

**\* Steps are given by Board of Trustees only.**

Full Time employees receive their monthly salary and after passing their probation period, receive the following benefits; paid holidays, paid sick leave and paid vacation. Medical, Dental, and Visual Benefits. They may enter the retirement program of which the District pays twelve percent while the employee matches with five percent of the gross salary. The District also furnishes uniforms.

**Extra help \$7.00 per hour.**

Evaluation: 3 Mos 6 Mos Annual Other

Range: Step: Amount: PP

Employee: Social Security Number: Date:

<p><b>GENERAL INSTRUCTIONS:</b> Thoughtful use of this form will make the employee aware of their strengths and weaknesses. Give each employee a rating in the designated areas of performance after consideration of all factors of performance. Written comment should be on the reverse side indicating major weak and strong points. General guidelines to follow are:</p> <p><b>UNSATISFACTORY:</b> definitely inferior to the standards required for the position  <b>IMPROVEMENT NEEDED:</b> reflects performance frequently below that expected  <b>STANDARD:</b> fully competent employee whose performance consistently meets requirements  <b>ABOVE STANDARD:</b> consistently exceeds performance expected of competent employee  <b>OUTSTANDING:</b> exceptional performance that is definitely well beyond requirements</p>	NOT APPLICABLE	UNSATISFACTORY	IMPROVEMENT NEEDED	STANDARD	ABOVE STANDARD	OUTSTANDING
<p><b>QUANTITY OF WORK:</b> consider volume of work or services performed in relation to completion of work or services within reasonable time as assigned. Unsatisfactory employee would seldom complete assignments on time as compared to outstanding employee who often completes far more than required. Most employees will perform somewhere in between these two extremes.</p>						
<p><b>QUALITY OF WORK:</b> consider how well employee applies job skills and produces effective performance results. Such items as accuracy, thoroughness, oral and written expression might be considered depending on job requirements. Unsatisfactory work often has to be done over and over with little success as compared to outstanding work which is usually overwhelmingly accepted.</p>						
<p><b>SAFETY AND WORK HABITS:</b> Consider such things as observance of work rules and regulations, application to duties, care of work place and equipment, personal appearance, and attendance. Particular note should be made of observance of safety and whether employee is safety conscious in performance of duties.</p>						
<p><b>PERSONAL RELATIONS:</b> consider cooperation, accept ideas of others, and attitude toward and relationship with employees and public. Employee who causes dissension would probably be rated unsatisfactory. Standard performance reflects ability to work with fellow employees and public with minimum of conflict. Outstanding rating could be supported if employee receives numerous compliments as to relationship with others.</p>						
<p><b>INITIATIVE AND ADAPTABILITY:</b> consider use of own ideas and judgment in initiating work projects, in identifying and correcting errors, willingness to accept responsibility, and ability to handle new situations. This section may not be applicable in perfunctory jobs but may be very important in positions requiring judgment and decision-making.</p>						
<p><b>MANAGEMENT AND/OR SUPERVISION:</b> consider ability to plan and control work of subordinates, motivate and develop employees, delegate, effectively apply and make decisions. This section should be heavily weighted in overall rating of supervisory or management personnel.</p>						
<p><b>OVERALL RATING:</b> consider the above areas in making a composite rating of the employee, giving weight to those areas most important to the particular job. <b>DO NOT LET PERSONALITY OVERWEIGH PERFORMANCE.</b> Actual performance on the job should be the primary consideration.</p>						

NTS: (supervisory staff should make written comments as to the basis for their ratings and suggestions as to improvement. Employee may also wish to comment as to rating.

signature: \_\_\_\_\_

Date: \_\_\_\_\_

ature: \_\_\_\_\_

Date: \_\_\_\_\_

Head Signature \_\_\_\_\_

Date: \_\_\_\_\_

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Hanford Cemetery District  
 11680 S. 10<sup>th</sup> Ave  
 Hanford, CA 93230  
 (559) 584-3937

THURSDAY NOVEMBER 9, 2006

BURIAL PRICE LIST FOR ALL  
 HANFORD AND CALVARY CEMETERIES

**SINGLE GRAVE (1 PERSON)**

**DUAL GRAVE (2 PEOPLE)**

		<u>1<sup>ST</sup> DUAL</u>	<u>2<sup>ND</sup> DUAL</u>
PLOT	\$1,000.00	PLOT	\$1,200.00
END/CARE	\$ 200.00	END/CARE	\$ 200.00
OP/CLOSE	\$ 550.00	OP/CLOSE	\$ 650.00      \$550.00
LINER	\$ 445.00	LINER	\$ 445.00      \$445.00
VASE (1)	\$ 50.00	VASE (1)	\$ 50.00
<u>CAF</u>	<u>\$ 50.00</u>	<u>CAF</u>	<u>\$ 100.00</u>
TOTAL	\$2,295.00	TOTAL	\$2,645.00      \$995.00
		<b><u>GRAND TOTAL:</u></b>	<b><u>\$3,640.00</u></b>

<b>SATURDAY SERVICE</b>	<b>\$600.00</b>	<b>MARKER SETTING</b>	<b>\$ 115.00</b>
<b>SUNDAY SERVICE</b>	<b>\$ 700.00</b>	<b>1 VASE WILL BE PURCHASED WITH PLOT ONLY WHERE STRIPS ARE.</b>	
<b>HOLIDAY SERVICE</b>	<b>\$1000.00</b>		

Director  
Hartford, CT 06103

MEMORANDUM FOR THE DIRECTOR  
OFFICE OF THE DIRECTOR  
HARTFORD, CT 06103

**SINGLE NICHE**

NICHE \$320.00  
END/CARE \$100.00  
OP/CLOSE \$105.00  
CAF \$50.00  
TOTAL \$575.00

**DUAL NICHE**

NICHE \$550.00  
END/CARE \$100.00  
OP/CLOSE \$210.00 (2)  
CAF \$100.00  
TOTAL \$960.00

**FAMILY NICHE (4 INTERMENTS)**

NICHE \$1100.00  
END/CARE \$100.00  
OP/CLOSE \$420.00  
CAF \$200.00  
TOTAL \$1820.00

**IN GROUND ( SINGLE ONLY)**

OP/CLOSE \$375.00  
END/CARE \$100.00  
LINER \$150.00  
CAF \$50.00  
TOTAL \$675.00

EFFECTIVE DATE: 02-12-03

BURIAL PRICE LIST  
BABY GRAVE & BURIAL

<u>BABY GRAVE</u> <u>(20 WKS AND UP)</u>		<u>TWINS</u>	<u>FETUS GRAVE - 1/4 PLOTS</u> <u>(UNDER 20 WKS)</u>	
LOT	\$260.00	\$500.00	LOT	\$ 50.00
END/CARE	\$100.00	\$100.00	LINER	\$ 45.00
OP/CLOSE	\$260.00	\$300.00	OP/CLOSE	\$ 50.00
LINER	\$150.00	\$300.00 (2)	END/CARE	\$ 25.00
VASE	\$50.00	\$50.00	VASE	\$50.00
<u>CAF</u>	<u>\$50.00</u>	<u>\$50.00</u>	<u>CAF</u>	<u>\$ 30.00</u>
TOTAL	\$870.00	\$1300.00	TOTAL	\$250.00

**ON STRIPS:**

**BABY MARKER SIZE**  
**FLAT            10X12 ONLY**  
**NW-UP        10X12X8 ONLY**

**FLAT MARKERS -FETUS**  
**5" X 8" ONLY**

**1 VASE ONLY FOR BABY LANDS**

**HN-CV CEMETERY:**

**ANGEL'S REST AREA**

**HANFORD CEMETERY:**

**NEW EAST BABY LAND**

**IN THE NEXT AVAILABLE SPOT//NO CHOOSING LOCATIONS FOR BABY GRAVES**

**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 back-hoe 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**

A G R E E M E N T

This lease agreement is made and entered into this first day of July, 1983, by and between the Hanford Elementary School District, hereinafter referred to as District, and the Fort Roosevelt Board, hereinafter referred to as Fort Board, pursuant to the following terms and conditions:

W I T N E S S E T H

That for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto mutually covenant and agree as follows:

1. That the District is the owner of the property commonly known as Fort Roosevelt, located at 870 W. Davis Street, Hanford, California.
2. No District employee will be a member of the Fort Board.
3. The District leases the facilities of Fort Roosevelt to the Fort Board for \$1.00 (One Dollar).
4. That the Fort Board hereby agrees to accept responsibility of the property and operation of Fort Roosevelt, subject to the following terms and conditions:
  - (a) Fort Board will be given full use of the facility as a public memorial and animal shelter to exhibit through tours and events, and shall be used only for public purposes.
  - (b) Use the facilities for the purpose of fund-raising activities to support the costs of maintaining the Fort, pursuant to written notice to the District.
  - (c) Fort Board will adhere to the provisions set forth for school district property as required in the Education Code, the Government Code, and Business and Professions Code.
  - (d) As it exists, the only means of access to the Fort Roosevelt facilities is by crossing District property, specifically Roosevelt School. The Fort Board agrees to actively pursue other means for gaining access to the Fort grounds. Until such time, the District grants an easement to Fort officials for this access to the Fort grounds. Fort Board agrees that they in no way shall disturb the educational program of the District, or the safety of the children.
  - (e) Any alterations or additions to Fort Roosevelt, which will change

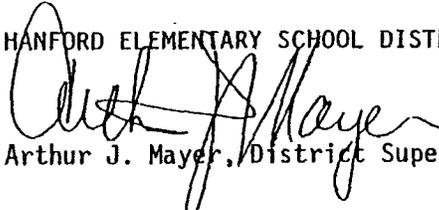
the existing premises in any material degree, shall be made only upon written approval of the District.

- (f) 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.
  - (g) 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.
  - (h) The Fort Board shall not assign any of its rights hereunder without the written consent of the District having first been obtained.
  - (i) 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.
  - (j) 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.
  - (k) 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.
  - (l) All utilities which currently have separate metering will be changed over to the Fort Board immediately, and Fort Board will be responsible for payment of such.
5. (a) The District will continue to carry the Fort's property damage/public liability insurance and will bill the Fort Board for the annual cost at the renewal date of July 1 each year.
- (b) The District will continue utilities such as gas and water, which are tied into Roosevelt School metering, and will charge an appropriate percentage of actual costs and bill to the Fort Board on a monthly basis.

- (c) Fort Board will pay within 30 days after billing from the District. Failure to pay within the specified period will require a mandatory meeting to discuss payment of same between the District and Fort Board.
6. Term of this Agreement is defined as the period from July 1, 1983 through June 30, 1984.
  7. 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.
  8. Upon termination of this agreement, the Fort Board will leave the premises as they found it, excluding normal wear and tear.
  9. All notices regarding this Agreement shall be given in writing to:
    - (a) Hanford Elementary School District  
714 North White Street  
Hanford, California 93230
    - (b) Fort Roosevelt Board  
4343 12th Avenue  
Hanford, California 93230
  10. This lease constitutes the entire Agreement between the parties. This lease may not be modified except by an agreement by both parties in writing.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives as of the day and year first, above written.

HANFORD ELEMENTARY SCHOOL DISTRICT

  
Arthur J. Mayer, District Superintendent

FORT ROOSEVELT BOARD

Carlee Barros, Fort Board President

# **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



**EXHIBIT "A"**

**POLICY MANUAL, SURPLUS PROPERTY**

**POLICY MANUAL, INVENTORY CONTROL**



COUNTY OF KINGS  
California  
**POLICY MANUAL**

Policy Subject: Property and Equipment  
Section: 14  
Number: 14-  
BOS Agenda Date: \_\_\_\_\_  
Tape:  
Reading:  
File No.

<p>SUBJECT</p> <p>Inventory Control</p>	<p>By Action of the Board of Supervisors</p> <p><input type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p><input checked="" type="checkbox"/> Policy</p> <p><input type="checkbox"/> Emergency Action</p>
<p>DEPARTMENT</p> <p>Department of Finance</p>	<p>Effective Date: August 23, 2005</p> <p>Revision Date:</p> <p>Citation: State Laws</p>
<p>Overview:</p>	

**INVENTORY CONTROL POLICY**

I. STATEMENT OF POLICY

This Policy sets forth department responsibilities for inventory control and the preparation and filing of County property inventories by Kings County officers under the provisions of Government Code section 24051.

II. DEPARTMENT HEAD RESPONSIBILITY

Each department head shall be responsible for the accountability of all assets of that department and shall establish controls to prevent their loss or misuse.

III. DEFINITIONS

- A. Capital Assets – Land, Buildings and Improvements, and Equipment with a useful life of longer than one year and with a value of \$1,000 and over.
- B. Sensitive Assets – Assets which, although valued at under \$1,000, are considered sensitive for control purposes because they are readily portable, susceptible to loss, and a loss would greatly inhibit the performance of an employee's duties. Sensitive assets include but are not limited to, communications equipment, computer related equipment, photographic equipment, video equipment, medical equipment, construction equipment and tools, postal equipment, armament related equipment, appliances, and non-fleet related transportation equipment.
- C. Non-Sensitive Assets – Assets which are valued at under \$1,000, and may be readily portable and susceptible to loss, but are not considered sensitive for control purposes because the loss of such assets would not greatly inhibit the performance of an employee's duties. Non-sensitive assets include, but

- A. Inventory Reports – The inventory shall be prepared and submitted on a form prescribed by the Department of Finance. Two originals signed by the Department Head, or designee, shall be filed, and the Department of Finance shall acknowledge receipt of the inventory by signing one of the originals and returning it to the officer submitting it. Inventories shall be kept on record by the Department of Finance for a period of at least five years in their original format or on substitute media.
- B. Verification - Each department shall conduct a physical inventory to verify the accuracy of the inventory reports.
- C. Lost or Missing Assets – Any asset that is not found during the inventory should be reported as provided in section V.
- D. Additional Assets – Any department assets that were recently purchased or previously overlooked from the inventory should be added to the Fixed Asset Inventory report.
- E. Deleted Assets – Any deletion from a department’s Fixed Asset Inventory report must be supported by either a completed Surplus Property Form reflecting either a Transfer an Asset or a Discharge of Asset Accountability.

VIII. Inventory Certification - Change in Department Head

Upon leaving office, a department head shall certify to, as required by Section 24051 of the Government Code, County property in his/her charge as of the last day of his/her term. This certified inventory shall be delivered to his/her successor in office, who shall sign a receipt for it. A copy of this certified inventory shall be filed with the Department of Finance.

are not limited to staplers, footrests, desktop organizers, and other small furnishings.

#### IV. REQUIRED RECORDS

Each department shall maintain its capital assets on the County Fixed Asset system. Departments with Sensitive Assets valued under \$1,000 should internally maintain and control their own inventory of those assets.

#### V. RESPONSIBILITY FOR LOST ASSETS

If an asset is lost, the department head must complete the Discharge of Asset Accountability portion of the Surplus Property Form along with a memo stating the circumstances involved in the loss of the asset and submit it to the Department of Finance. If the Director of Finance determines the loss was not the fault of the person responsible for the asset, a "lost" notation and the date the asset was reported lost will be noted on the department Fixed Asset Report. A department head is not relieved of the responsibility for the lost asset and should continue to look for it after it has been reported lost. If after two years, the lost asset has not been located, it will be removed from the department's Fixed Asset Inventory and the department head will be relieved of the responsibility for the asset.

#### VI. RESPONSIBILITY FOR STOLEN EQUIPMENT

If an asset is stolen, the department head must complete the Discharge of Asset Accountability portion of the Surplus Property Form. A copy of an investigation report from a law enforcement agency (for example: Hanford Police Department or Kings County Sheriff's Department) must also be submitted to the Department of Finance. Once the form and investigation report have been submitted, the asset will be removed from the department's Fixed Asset Inventory and the department head will be relieved of the responsibility for the asset.

#### VII. ANNUAL VERIFICATION AND CERTIFICATION OF INVENTORY

No later than July 20<sup>th</sup> of each year, each county officer or person in charge of any county office, department, service or institution shall prepare and file with the Kings County Department of Finance an inventory under oath showing in detail all county property with an original purchase price of one thousand dollars (\$1,000) or more in his or her possession or in his or her charge at the close of business on the preceding June 30<sup>th</sup>.



COUNTY OF KINGS  
California  
**POLICY MANUAL**

Policy Subject: Property and Equipment  
Section: 14  
Number: 14-\_\_  
BOS Agenda Date: \_\_\_\_\_  
Tape: \_\_\_\_\_  
Reading: \_\_\_\_\_  
File No. \_\_\_\_\_

SUBJECT  Surplus Property	By Action of the Board of Supervisors <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Emergency Action
DEPARTMENT Department of Finance	Effective Date: August 23, 2005 Revision Date: Citation: State Laws
Overview:	

## SURPLUS PROPERTY

### I. STATEMENT OF POLICY

This Policy sets forth general duties, responsibilities, and authority regarding the retention and disposition of surplus property. Grant Funded programs may have assets with separate retention and disposition requirements unique to their departments and subject to other guidelines not addressed in this Policy.

### II. CLASSIFICATION OF SURPLUS PROPERTY

- A. **Departmental Surplus** is property that is no longer required by the responsible department, but may be useful to another department.
- B. **General Surplus** is property that is no longer required by the responsible department and in all probability cannot be used by another department.
- C. **Computer Equipment Surplus** is property determined by the Information Technology Department to be obsolete and no longer useful to Kings County.
- D. **Vehicle and Rolling Stock Surplus** is property determined by Public Works or Fire Department, as applicable, to be obsolete and no longer useful to Kings County.
- E. **Non-Surplus** is property that is non-functional and valued under \$1,000, or no longer required, cannot be reused, and is considered non-sensitive assets. Non-sensitive assets include, but are not

limited to: staplers, footrests, desktop organizers, calculators, and other small furnishings. These items are subject to the limitations specified in Section VIII.C. These items are to be disposed of at the departmental level and are not to be sent to the warehouse for disposal.

### III. PLAN FOR DEPARTMENT NOTIFICATION OF DEPARTMENTAL SURPLUS

- A. Each department head shall appoint a Departmental Surplus Property Coordinator for his/her department. The selected individual should be someone familiar with the department's current assets and future requirements for fixed assets (For example: an Executive Secretary, Management Analyst, Fiscal Manager or Fiscal Analyst, or other job title/classification).
- B. The Purchasing Manager shall maintain a current list of Departmental Surplus Property Coordinators.
  1. Each Departmental Surplus Property Coordinator shall have e-mail access.
  2. In order to communicate the availability of surplus property, each Departmental Surplus Property Coordinator shall e-mail the other County Departmental Surplus Property Coordinators a detailed list of property designated as surplus at the time it is declared surplus. The originating Departmental Surplus Property Coordinator shall establish the length of time that the property being advertised will remain available for transfer.
  3. Departments with a potential need for the listed items shall coordinate with the listing Department Surplus Coordinator to select a time to view items while they are intact and at their current location.
  4. Items will be awarded in the order requests are received.
  5. The "Request to Add/Transfer an Asset" portion of the "Surplus Property Form" required for the transfer of surplus property must be completed by Departmental Surplus Property Coordinators prior to or at the time of transfer. One copy of the completed form shall be sent to the Purchasing Manager, one copy retained by the transferring

department, and one copy provided to the receiving department. If the asset movement requires manpower or moving equipment, contact the County Surplus Property Coordinator, so he/she may make the arrangements. (The County Surplus Property Coordinator is the Fire Equipment Supply Specialist)

IV. Transfer of Property, Excluding Surplus Computer Equipment, Vehicles and Rolling Stock

A. When a department has property that it no longer needs and no other department has indicated a need for the property, or when the property is proposed to be traded-in on a new piece of equipment, the Discharge of Asset Accountability portion of the "Surplus Property Form" must be completed and signed by the department head, or Department Surplus Property Coordinator. The Purchasing Manager or County Surplus Property Coordinator should be notified via email of the department's intention to seek relief from the asset(s).

B. If transportation arrangements for manpower or moving equipment are required, the Purchasing Manager or County Surplus Property Coordinator will coordinate with the Public Works Department

C. Prior to physical movement of the property, the initiating department shall receive a signed copy of the Surplus Property Form from either the County Surplus Property Coordinator or Public Works transportation coordinator. Only property designated Department Surplus or General Surplus will be considered for storage.

V. Transfer of Computer Equipment Surplus

A. The Information Technology Department (ITD) will coordinate the movement of Computer Equipment declared surplus to ITD. As needed, ITD will perform cleansing to remove any Kings County data or information.

B. After preparation for disposal, ITD will arrange with the County Surplus Property Coordinator for the movement of the assets to the warehouse or transfer to a third party.

VI. Transfer of Surplus Vehicles and Rolling Stock

A. The Public Works Dept or Fire Dept. will request approval from the

Board of Supervisors for the disposition of all surplus vehicles and rolling stock.

- B. Generally, the assets will either be traded-in or sold at public auction.
- C. The Public Works Department or Fire Department, as appropriate, will be responsible for the transportation and sale arrangements of the assets.
- D. The Public Works Department or Fire Department will be responsible to adjust their inventory and report the changes to the Department of Finance.

## VII. Storage of Property

- A. Property transferred to the warehouse shall be placed under the immediate control of the County Surplus Property Coordinator for safekeeping and control. He/she shall maintain a current posting of the inventory of Departmental Surplus property on Kings County's Intranet site.
- B. Surplus property priority for storage and retention:
  - 1. Departmental Surplus property has the highest priority for storage space and retention. The property must be generally used by Kings County, in above average condition, proper working order, and be immediately available for placement into County service. Although this surplus property has the highest retention position, multiple units of the same item may be considered for trade-in on a new piece of equipment, sale, transfer, or disposal.
  - 2. General Surplus property has a temporary storage and retention period. The property will be immediately available for transfer to other municipal agencies, non-profit organizations, or may be considered for immediate disposal.
  - 3. Computer Equipment Surplus has a temporary storage and retention period. As determined by the Information Technology Department, the property will be immediately available for transfer to other municipal agencies, non-profit organizations, or may be considered for immediate disposal.
- C. Property stored in the warehouse may be reassigned to another department through the use of a "Surplus Property Form".
- D. Departments may voluntarily request temporary storage of property in the warehouse for their future use.

VIII. Disposal of Property

Disposal of County property may only be authorized by either the Board of Supervisors, the Purchasing Manager, or County Surplus Property Coordinator.

- A. Board of Supervisors Authorization - The Board of Supervisors alone shall determine whether to dispose of County property which has a scrap value of \$10,000 or more. If after a reasonable period of time it appears that property so valued and under the control of the County Surplus Property Coordinator cannot be used by the County, the Purchasing Manager shall submit an Agenda Item to the Board of Supervisors requesting authorization for disposal. Following a decision by the Board of Supervisors to dispose of such property, the Purchasing Manager shall proceed with disposal resulting in the highest possible return of scrap value.

Additionally, the Board of Supervisors shall have approval authority for the disposition of all surplus vehicles and rolling stock.

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- B. Purchasing Agent Responsibility - Property that has a scrap value of less than \$10,000 and which cannot be used by the County may be disposed of by the Purchasing Manager or Surplus Property Coordinator using methods and procedures which returns the greatest value to the County or the lowest possible cost. Disposal, if determined to be economically advantageous, may include donating the property to a non-profit entity for their pick-up and resale.

C. Limitations - Except for the Purchasing Manager and the Surplus Property Coordinator, as prescribed in this section, no department head or employee shall under any circumstance, sell, give away, or exchange County property, without specific directive from the Board of Supervisors. This refers to operating equipment, farm produce, office furniture, livestock, and any other tangible property belonging to the County.

IX. Rental or Loan Provisions

The rental or loan of County property, either real or personal, to persons other than as directed by the Board of Supervisors is prohibited.

X. Trade-Ins

When property disposal involves trade-in, the procedures for disposal shall be the same as other property, as given in Sections VIII.A and Section VIII.B.

## **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.

# **ARMONA COMMUNITY SERVICE DISTRICT**

## **SYNOPSIS:**

Through local media coverage the Grand Jury became aware of potential problems relating to water and sewage issues in the Armona area and therefore began an investigation into the preparations that the district was making to deal with this potential problem.

## **WHY THE GRAND JURY INVESTIGATED:**

Concerns by the Grand Jury and other citizens that the housing density in Armona could compromise the water and sewer structure.

## **AUTHORITY:**

The Grand Jury exercises its authority under Penal Code §933.5 as to the investigation of special purpose assessing or taxing districts.

## **METHOD OF INVESTIGATION:**

Members of the Grand Jury interviewed an official of the Armona Community Service District on February 10, 2006.

## **FINDINGS:**

1. There are plans to drill another well (Well #7) in the immediate future.
2. Well #7 would service 1800 connections.
3. Funds are in place or nearly in place to fund the drilling of Well #7.
4. Land is being obtained for the well.
5. There are plans being drawn up for a possible second new well.
6. Bids have been invited to expand the sewage treatment capacity to encompass all the anticipated new growth.

## **CONCLUSION:**

The Grand Jury was impressed that the Armona Community Service District has been so forward-thinking in their planning for growth in their district. The

Armona Community Service District has made plans for the rapid expansion of their district to cause little disruption to the present citizens of the district while serving the needs of the incoming community members.

**RECOMMENDATIONS:**

None

**RESPONSE:**

None needed. This is an informational report only.

4. The corner at 18<sup>th</sup> 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 18<sup>th</sup> 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.