

2008–2009 YOLO COUNTY GRAND JURY

FINAL REPORT

A Report for the Citizens of Yolo County, California



**June 30, 2009
Woodland, California**



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GRAND JURY
County of Yolo
P.O. Box 2142
Woodland, CA 95776

The Honorable Steven M. Basha
Advising Judge to the Grand Jury
Superior Court of California
County of Yolo
725 Court Street
Woodland, CA 95695



Dear Judge Basha,

On behalf of the members of the 2008-2009 Yolo County Grand Jury, I am pleased to present our Final Report to you and the citizens of Yolo County.

For the past year, nineteen ordinary citizens of diverse backgrounds and life experiences volunteered their time and energy in the oversight of local government. We received and reviewed 20 citizen complaints, heard and signed three criminal indictments, followed up on three investigations from the previous year, and looked into the operations of numerous public agencies within Yolo County.

Not all of our investigations or agency reviews are to be found in this report. Some citizen complaints were found to be unsubstantiated; some issues resolved themselves. Many of the agency reviews did not call for a formal report. Even so, the members of the Grand Jury dedicated hundreds of hours in meetings, work groups, site tours, interviews, document reviews, and editing sessions.

It was an honor to have worked with my fellow Grand Jurors and I especially want to thank those who willingly took on leadership roles and, without complaint, shouldered the extra load that accompanied those positions.

I also want to express the Grand Jury's appreciation for the Yolo County employees and officials who responded to our inquiries and requests with cooperation and good will that illustrated the true spirit of civil service.

The 2008-2009 Yolo County Grand Jury is proud to have served the citizens of Yolo County.

A handwritten signature in cursive script, appearing to read 'C. Lemaire'.

Cathrine Lemaire
Foreperson
2008-2009 Yolo County Grand Jury

**The 2008-2009
Yolo County Grand Jury**

Cathrine Lemaire, *Foreperson, Woodland*

Roger Berriman, *Woodland*

Albert J. Benedict, *Woodland*

Deborah Chase, *Davis*

Charleen Delvin, *Woodland*

George Gumpy, *Woodland*

Jim Heffernan, *Woodland*

Peter G. Kenner, *Davis*

Max Levine, *Woodland*

John F. Littau, *Dunnigan*

Shari Mannering, *Woodland*

KS McClelland, *Yolo*

Virginia Morris, *Davis*

James E. Reed, *Guinda*

Robert L. Salley, *Woodland*

Donna M. Slattery, *Woodland*

Barbara A. Sommer, *Davis*

Gerald W. Souza, *Woodland*

Ava P. Woodard, *Woodland*



ABOUT THE GRAND JURY

The United States Constitution's Fifth Amendment and the California Constitution require that each county appoint a Grand Jury to guard the public interest by monitoring local government. Per California Penal Code 888, the Yolo County Superior Court appoints 19 Grand Jurors each year from a pool of volunteers. These Yolo County citizens, with diverse and varied backgrounds, serve their community as Grand Jurors from July 1st to June 30th. The Yolo County Grand Jury is an official, independent body of the court, not answerable to administrators or the Board of Supervisors.

FUNCTION

A California Grand Jury's primary responsibility is to promote honesty and efficiency in government by reviewing the operations and performance of county and city governments, school districts, and special districts. Based on these reviews, the Grand Jury issues a report that states its findings and may recommend changes in the way local government conducts its business. Copies are distributed to public officials, county libraries, and the news media. The governing body of any public agency must respond to the Grand Jury findings and recommendations within 90 days. An elected county officer or agency head must respond to the Grand Jury findings and recommendations within 60 days. The following year's Grand Jury will then report on the required responses. There were no required responses to the 2006/2007 Grand Jury report.

The findings in this document report the conclusions reached by the 2007/2008 Grand Jury. Although all the findings are based upon evidence, they are the product of the Grand Jury's independent judgment. Some findings are the opinion of the Grand Jury rather than indisputable statements of fact. All reports included in the document have been approved by at least 12 jurors.

The Grand Jury's final responsibility is to consider criminal indictments, usually based on evidence presented by the District Attorney. On its own initiative, the Grand Jury may investigate charges of malfeasance (wrong-doing), misfeasance (a lawful act performed in an unlawful manner), or nonfeasance (failure to perform required duties) by public officials.

The Grand Jury investigates complaints from private citizens, local government officials, or govern-

ment employees. Grand Jurors are sworn to secrecy and, except in rare circumstances, records of their meetings may not be subpoenaed. This secrecy ensures that neither the identity of the complainant nor the testimony offered to the Grand Jury during its investigations will be revealed. The Grand Jury exercises its own discretion in deciding whether to conduct an investigation or report its findings on citizens' complaints. Any juror who has a personal interest in a particular investigation is recused from discussion and voting regarding that matter.

HOW TO SUBMIT A COMPLAINT

Complaints must be submitted in writing and should include any supporting evidence available.

A person can request a complaint form at any local library, from the Grand Jury at P.O. Box 2142, Woodland, CA 95776, or from the Grand Jury's website at www.yolocountygrandjury.org.

REQUIREMENTS TO BE A GRAND JUROR

To be eligible for the Grand Jury you must meet the following criteria:

- Be a citizen of the United States.
- Be 18 years of age or older.
- You have been a resident of Yolo County for at least one year before selection.
- You are in possession of your natural faculties, of ordinary intelligence, of sound judgment and fair character.
- You possess sufficient knowledge of the English language.
- You are not currently serving as a trial juror in any court of this state during the time of your grand jury term.

(continued on page 8)

- You have not been discharged as a grand juror in any court of this state within one year.
- You have not been convicted of malfeasance in office or any felony.
- You are not serving as an elected public officer.

Following a screening process by the Court, Grand Jurors are selected by lottery.

Anyone interested in becoming a Grand Juror can submit their name to the Office of the Jury Commissioner, 725 Court Street, Room 303, Woodland, CA 95695, telephone (530)406-6828 or obtain an application from the Grand Jury's website at www.yolo.countygrandjury.org.



INVESTIGATIONS & REVIEWS

Woodland Joint Unified School District

REASON FOR VISIT

The 2008-2009 Yolo County Grand Jury followed up on a recommendation from the 2007-2008 Yolo County Grand Jury to continue the investigation of the Woodland Joint Unified School District (WJUSD) including, but not limited to, compliance with the Brown Act.

ACTIONS TAKEN

Members of the 2008-2009 Yolo County Grand Jury met with the Interim Superintendent, the Interim Business Manager, and current and past Presidents of the Board of Trustees (the Board) on April 8, 2009. The purpose of the meeting was to determine the status of the Brown Act training and to obtain clarification regarding the occupancy of the Blue Shield building. Prior to the meeting, the Interim Superintendent had provided the members of the Grand Jury with documents related to the matters to be discussed.

WHAT THE JURY DETERMINED

Brown Act

The Grand Jury received documentation of Brown Act training that was conducted for all Board members on September 27, 2008. Each Trustee received a document entitled "Open Public Meeting Requirements." The Board President informed Grand Jury members that training would be provided for all new members within six months of taking office. Additionally, there would be refresher training for all Board members every two years. All in attendance agreed on the importance of training and understanding of the Brown Act. As of the date of the meeting, the Board had not yet established these training requirements as part of their written policy. An additional recommendation of the 2007-2008 Grand Jury was that the Board take formal minutes of all of the deliberations carried out in the closed sessions allowed under the Brown Act. The Board declined to implement that recommendation.

Blue Shield Building

In the Board's response to 2007-2008 Grand Jury report and during discussions at the April 8, 2009 meeting with members of the 2008-2009 Grand Jury, it was made clear that the Board had begun to plan for a move to a new administration facility as a part of a 2006 Master Plan. The Board based its decision on the need for additional space, continued problems with air quality in the Pupil Personnel Offices, and the belief that ultimate ownership of a facility was a wiser policy than continued leasing. A space needs assessment was completed in May 2007 recommending a 40,000 square foot facility (as compared with the 28,800 square feet of the Cottonwood facilities). The WJUSD hired a real estate property negotiator to find such a facility. Of the six properties considered, the Blue Shield building (with a fair market value of \$5,000,000) was selected for purchase. Negotiations for purchase using Certificates of Participation (COPs) were initiated. At the meeting on April 8, 2009, the Trustees informed the Grand Jury of their belief that the investigation that was being conducted by the 2007-2008 Grand Jury made COP financing impossible. At the same time, a serious national economic downturn was making loans more difficult to obtain. The real estate property negotiator advised the Board to discontinue negotiations for purchase. They shifted their attention to a possible lease with option to purchase. At a meeting on May 8, 2008, the Board of Trustees approved a lease agreement with option to purchase by a vote of 4 to 2, with one member (who had previously expressed strong opposition) absent from the vote. The agreement was signed by the Superintendent on May 12, 2008.

- The lease agreement allowed for occupancy to begin on January 1, 2009, though actual occupancy did not take place until March 1, 2009. The WJUSD paid dual rent for the months of January and February 2009 because the Blue Shield building renovations had not been completed. This resulted in an additional cost of over \$70,000.
- Additionally, the lease included tenant improvements (not to exceed \$2,000,000) to be paid up front by the building owner with reimbursement amortized over 30 years. According to the District, some of the improvements included new offices, conference

rooms, work rooms, and storage areas; public accessed multipurpose board room with operable partitions; upgraded print shop; ADA compliant drinking fountains and restrooms; centrally monitored fire alarm system and fully sprinkled building; new paint, carpet and floor covering throughout interior of building; and increased parking stalls. The final hard construction cost for tenant improvements was \$1,932,854.

- The WJUSD was also responsible for an additional \$27,500 per month toward soft costs, including permit fees, new construction loan fees, legal fees to negotiate loan documents and general contractor agreements, insurance, cost of property appraisal, and all actual costs for borrowed funds related to the Tenant Improvements. These costs were incurred between July 1, 2008 and March 1, 2009, when the WJUSD took occupancy, and totaled \$220,000.
- Additional costs incurred by the WJUSD were \$159,626 for modular furniture and \$29,488 for moving expenses which were paid for from the District’s special reserve fund.
- By the terms of the agreement, the WJUSD has agreed to a firm sale price that is \$430,000 above the fair market value for the Blue Shield Building.

The WJUSD is currently occupying the Blue Shield building under a 30-year lease with intent to purchase. The purchase would be at a guaranteed base price of \$5,430,000 regardless of the market price at the time the option to purchase is exercised by the WJUSD.

The four options to purchase contained in the lease are summarized as follows:

Option 1 – Purchase building prior to January 1, 2009 for \$5,430,000 plus projected costs of \$2,000,000. This option was not acted on, so is no longer available.

Option 2 – Purchase building between January 1, 2009 - December 31, 2011 for \$5,430,000 plus projected costs of \$2,000,000 plus yield maintenance and pre-payment penalties (actual cost not identified).

Option 3 – Purchase building between January 1, 2012 - March 31, 2012 for \$5,430,000 plus projected costs of \$2,000,000. (The Trustees and WJUSD staff attending the April 8, 2009 meeting indicated that this is the option they hope to exercise, as it does not include pre-payment costs.)

Option 4 – Purchase building between April 1, 2012 - June 30, 2016 for \$5,430,000 plus projected costs of \$2,000,000 plus an additional \$1 million.

After June 30, 2016, the WJUSD will have no option to purchase under the terms of the existing lease, and shall be a renter until the end of the lease in 2039 unless a new lease or purchase terms are negotiated.

The rent schedule, per the lease agreement, is as follows:

Year 1 (January 2009)	\$445,000
Year 2 (January 2010)	\$458,300
Year 3 (January 2011)	\$472,101
Year 4 (January 2012)	\$508,586
Year 5 (January 2013)	\$523,844
Years 6 - 7	\$539,559/year
Years 8 -12	\$581,131/year
Years 13-17	\$673,691/year
Years 18-22	\$780,992/year
Years 23-27	\$905,384/year
Years 28-30	\$1,018,424/year

The Board of Trustees continues to believe that it is “cheaper to own than to lease.” The Board believes Option 3 may be the most favorable option depending on the amount of penalties, interest rates, and available credit. At the time of our meeting, it was not made clear whether the Board would pursue financing through COPs or by submitting a General Obligation Bond proposal to the voters.

COMMENTS

By entering into the lease with option to purchase agreement, the Board and WJUSD administration have created the necessity of purchasing the Blue Shield Building by the deadline and terms of Option 3. Failure to do so will mean increasingly unacceptable purchase terms or continuing to lease for 30 years at steeply increasing annual rates.

FINDINGS

F-1 Brown Act training has been conducted for all current Board members as recommended by the 2007-2008 Grand Jury.

F-2 The Board has initiated a program to ensure future Board members receive Brown Act training within six months of taking office, and current members receive refresher training every two years, but that requirement has not yet been incorporated into written Board policy.

F-3 The WJUSD has placed itself in an untenable and very costly position with regard to its current lease agreement on the Blue Shield property.

RECOMMENDATIONS

- 09-01** The Board should continue its Brown Act training plan and incorporate training requirements into its written policy and procedures as soon as possible.
- 09-02** It is imperative that the Board utilize the most effective and immediate funding mechanism to ensure that the property known as the Blue Shield building be purchased under the terms of Option 3 as described above.

REQUEST FOR RESPONSE

Pursuant to California Penal Code Sections 933(c) and 933.05, the Yolo County Grand Jury requests a response as follows:

From the following governing body:

Woodland Joint Unified School District Board of Trustees (Findings F-2 and F-3; Recommendations 09-01 and 09-02)

Monroe Detention Center

SUMMARY

The 2008-2009 Yolo County Grand Jury visited the Monroe Detention Center (Yolo County Jail) to observe and assess its operation. The visit included a walk-through briefing of jail facilities and observation of various confinement processes. The jury was impressed with professional attitude of the staff and overall condition of the facility. The jail is operating at maximum capacity and must be expanded.

In conjunction with the jail visit, a review was conducted of the detention center's Policy and Procedures Manual, focusing primarily on currency of individual Policies and Procedures (P & Ps), and applicability of references contained therein. The study revealed that most P & Ps have an effective date of 2003 or earlier, have no record of having been reviewed and audited annually as required, and many references are inaccurate.

REASON FOR VISIT

California Penal Code, section 919(b) provides that: "The Grand Jury shall inquire into the conditions and management of public prisons within the county." Pursuant to that statute, the Grand Jury visited the Monroe Detention Center (including the Walter J. Leinberger Memorial Detention Center) located at 2420 East Gibson Road in Woodland, and reviewed the Monroe Detention Center's Policy and Procedures Manual.

ACTIONS TAKEN

Members of the Grand Jury met with the Detention Commander and Correctional Lieutenants on September 9, 2008 to schedule the jail visit and to obtain background information, results of previous inspections conducted by other agencies, and the facility procedures manual.

On October 1, 2008, the Detention Commander and two Correctional Lieutenants conducted a thorough tour of the detention center for jury members. The tour included the booking area, inmate housing, control centers, medical facility, kitchen and laundry, an inmate transport vehicle, and the Leinberger unit. The staff provided comprehensive information on all aspects of jail operations as the tour progressed, and answered questions posed by the jury. The visit lasted approximately five hours and included lunch served in the staff conference room.

While reviewing individual P & Ps in the Monroe Detention Center Policy and Procedures Manual, it was noticed that a majority of P & Ps had an effective date of 2003 or earlier, and that most had no audit date entered. The detention center's governing directive for the manual, "Establishment of a Detention Facilities Policy and Procedures Manual" (S.O. No. A-600), requires that the manual be reviewed by a designated committee, and audited separately, at least annually (Procedures paragraphs A and G apply).

A spreadsheet (Appendix A) was developed, listing P & P identifying data, effective date, review date, audit date and references to display in table format the scope of the suspected problem.

During analysis of individual P & Ps, it was decided to limit review of references to those most commonly cited – California Penal Code and California Code of Regulations, Title 15.

WHAT THE JURY DETERMINED

Jail Visit

Based on the in-depth tour of the facility and comprehensive briefing by senior staff officers, the Monroe Detention Center is well maintained, well organized and well run. Staff personnel encountered appeared well trained, confident, competent and professional.

The staff is burdened with stringent inmate segregation requirements, as delineated by the California Penal Code, sections 4001 and 4002 and the California Code of Regulations, Title 15, sections 1050 and 1053. The facility operates at or near maximum capacity most of the time. The Federal Consent Decree (Jessy Roy, et.al. v. County of Yolo, CV S-90-0393 DFL-JFM P (E.D. Cal. 1997) Consent Decree, Modified Aug. 18, 1997 (E.D. Cal.

1997)) requires that each inmate housed at the facility has an assigned bed and thereby limits the number of inmates that can be housed to 455. This requires routine shuffling of confinees to keep them separated as required, and early release of individuals to meet the Consent Decree limits. There were 3,687 early releases in 2008.

Despite the addition of 79 beds in the Monroe Center in 1996, and 142 beds when the Leinberger facility opened in 1991, the jail’s capacity has not kept pace with the significant growth in the population of the county, which has increased from approximately 133,000 in 1988 to approximately 199,000 in 2008. The shortage of confinement space has been exacerbated by the Federal Consent Decree, inmate segregation requirements, and increased jail bookings. Bookings have increased 29% since 2000 to 10,187 in 2008.

Policy and Procedures Manual

An in-depth analysis of the manual revealed that:

1. Of the 137 P & Ps in the manual:
 - a. Only one has an audit date in 2007.
 - b. Nine have audit dates in 2006.
 - c. Seven have audit dates in 2005.
 - d. There is no indication that the remaining 120 P & Ps have ever been audited. (Note: The Detention Commander has indicated that all P & Ps are reviewed at least annually, but no record of these reviews and/or audits was kept. He said that problem is being corrected by the jail.)
 - e. There are 113 P & Ps that have an effective/revision date of 2003 or earlier. One (S.O. No. S-400) has no effective date at all.
2. Seventy-one P & Ps reference California Penal Code, section 4000. In 56 of these, California Penal Code, section 4000 is the only reference cited.
 - a. Section 4000 provides only for the establishments of county jails and who they confine as delineated below:

4000. *The common jails in the several counties of this State are kept by the sheriffs of the counties in which they are respectively situated, and are used as follows:*

 1. *For the detention of persons committed in order to secure their attendance as witnesses in criminal cases;*
 2. *For the detention of persons charged with crime and committed for trial;*
 3. *For the confinement of persons committed for contempt, or upon*

civil process, or by other authority of law;

4. *For the confinement of persons sentenced to imprisonment therein upon a conviction for crime.*
 - b. The above Penal Code section would apply only to the first P & P “Establishment of the Facility and Description of its Mission.” The remaining 70 appear to be incorrectly referenced.
 - c. The applicable section of the California Penal Code is Title 4 – County Jails, Farms and Camps. Sections 4000 through 4030 are included in Chapter 1 – County Jails, and cover a variety of topics concerning county jails.
3. Forty P & Ps incorrectly list “California Administrative Code, Title 15” as the reference. The correct nomenclature for this reference is “California Code of Regulations, Title 15.” The following Title 15 breakdown applies:

California Code of Regulations
 Title 15. Crime Prevention and Corrections
 Division 1. Board of Corrections
 Chapter 1. Board of Corrections
 Subchapter 4. Minimum Standards for Local Detention Facilities
 Articles 1-15 provide specific requirements for most facets of confinement.
4. Spot-checks of specific references (reviewing only California Penal Code & California Code of Regulations, Title 15 references) in random P & Ps were conducted. The results are contained in Appendix B.

FINDINGS

Jail Visit

- F-1 Areas visited by the grand jury were found to be clean and well maintained.
- F-2 The jail does not meet the confinement needs of the county.

Policy and Procedures Manual

- F-3 A majority (87.6%) of policies and procedures have no record that the required annual audit has ever been conducted. (Note: The Detention Commander has indicated that all P & Ps are reviewed at least annually, but no record of these reviews and/or audits was kept. He said that problem is being corrected by the jail).

- F-4** A majority (82.5%) of policies and procedures are greater than five years old. There is a very high likelihood that policies, procedures, references or other factors have changed during that period, and have not been updated in the P & Ps.
- F-5** Numerous policies and procedures incorrectly reference Title 15 as part of California Administrative Code rather than California Code of Regulations.
- F-6** A significant percentage of the P & Ps spot-checked reference incorrect and/or inappropriate sections of governing regulations.

RECOMMENDATIONS

- 09-03** Make jail expansion a top priority in the county's budget.
- 09-04** Review and audit policies and procedures at least annually as required by S.O. No. A-600.
- 09-05** Determine the correct references for policies and procedures that currently reference California Penal Code, Section 4000 (approximately 70). Where possible, California Code of Regulations, Title 15 should be the primary reference.
- 09-06** Verify references for all remaining policies and procedures to ensure the manual (and therefore the facility) comply with governing statutes and corrections standards. Where possible, California Code of Regulations, Title 15 should be the primary reference.
- 09-07** Track completion of the above recommendations and initiate procedures to ensure the Policy and Procedure Manual is being reviewed and audited as required.

COMMENTS

Jail Overcrowding

It is the opinion of the Grand Jury that Yolo County continues to place jail staff and confinees at risk by not taking appropriate and urgent action to expand the capacity of the facility. Despite conscientious, organized and determined efforts by the staff to meet segregation and consent decree requirements, a serious incident is likely to occur.

Policy and Procedures Manual

The Grand Jury cannot emphasize enough the importance of ensuring that published Policies and

Procedures are kept current, and reflect the latest changes to governing statutes and regulations.

In most cases, outdated instructions do not normally affect the day-to-day routine. Changes, when required, are passed-down by word of mouth, memorandum, training, or pass-down logs, and the normal routine goes on smoothly. When a significant or serious event occurs (i.e. illness, riot, escape, death, etc.), and an investigation ensues, it will be recognized that the Policy and Procedure instructions have not been updated, and therefore were not being followed. The potential liability can be disastrous and costly.

In-depth review of specific P & Ps requires knowledge of jail operations beyond the level of the investigating grand jury committee. However, analysis of the Policy and Procedures Manual governing instruction during this study revealed it has not been complied with. This could indicate non-compliance issues with other P & Ps.

The Grand Jury thanks the Monroe Detention Center staff for their conscientious cooperation during this study, and for the changes already initiated to correct these problems.

REQUEST FOR RESPONSES

Pursuant to California Penal Code, sections 933(c) and 933.05, the Yolo County Grand Jury request responses as follows:

From the following individuals:

- Detention Commander, Monroe Detention Center (Findings F-3 through F6; Recommendations 09-04 through 09-06)
- Yolo County Sheriff (Recommendation 09-07)

From the following governing body:

- Yolo County Board of Supervisors (Finding F-2; Recommendation 09-03)

APPENDICES:

Appendix A: Monroe Detention Center Policy and Procedures Manual Study spreadsheet and

Appendix B: Results of Random Spot Checks of References in Individual P & Ps

continued on following pages

APPENDICES

Monroe Detention Center Appendix A: Monroe Detention Center Policy and Procedures Manual Study spreadsheet

S.O. NO	Title	Color	Effective Date	Revision Date	Audit Date	Reference(s)
Section A – Administration, Organization and Management:						
A-100	Establishment of the Facility and Description of its Mission	White	7/1/02	7/1/03		Calif. Penal Code, Sec 4000
A-150	Establishment of the Detention Commander as Chief Executive and Criteria for Selection	White	7/1/02	7/1/03		Calif. Penal Code, Sec 4000
A-200	Roles of Consultants, Contract Employees, and Employees of Other Agencies	White	7/1/02	7/1/03		None
A-300	Organizational Chart	Yellow	7/1/02	7/1/03		None
A-400	Communications Among Management Staff, Section and Unit Heads, and the Sheriff	White	7/1/02	7/1/03		None
A-500	Establishment and Maintenance of Section and Unit Manuals and Documents	White	7/1/02	7/3/03		Calif. Penal Code, Sec 4000
A-600	Establishment of a Detention Facilities Policy and Procedure Manual	White	7/1/02	7/3/02		Calif. Penal Code, Sec 4000
A-700	Relationship with Public Media, and Other Agencies	Yellow	7/1/02	7/1/03		Calif. Penal Code, Sec 4000
A-750	Cooperation with Community Agencies and Educational Institutions	White	7/1/02	7/1/03		Calif. Penal Code, Sec 4000
A-800	Legal Assistance for Staff	Yellow	7/1/02	7/1/03		Calif. Penal Code, Sec 4000
A-850	Department Policy for Facility Programming Reporting and Review	White	7/1/02	7/1/03		Calif. Penal Code, Sec 4000
Section B – Personnel:						
B-100	Detention Code of Ethics	Red	7/1/02	7/1/03		None
B-200	Regular Review of Staff Requirements	White	7/1/02	7/1/03		None
B-300	Standby Duty Policy	Red	7/1/02	12/20/06	12/20/07	YCCOA-MOU
B-400	Vacation Policy	Red	9/17/99	10/15/04	10/15/05	YCCOA-MOU, Art XIII
B-450	Use of Personal Electronics Device	Red	8/1/05		8/1/06	None
B-475	Shift Trades	Red	8/1/05	8/1/05	8/1/06	None
B-500	Short Days	Red	8/1/05	8/1/05	8/1/06	None
Section C – Post Orders:						
C-100	Booking/Intake Correctional Officer (0600-1800)	Red	2/19/90	9/4/02		Calif. Penal Code, Sec 4000
C-125	Security and Investigations Day Shift Classification Officer	Red	4/4/05		4/4/06	None
C-150	Security and Investigations Day Shift Reception Officer	Red	4/4/05		4/4/06	None
C-175	Security and Investigations Day Shift Search and Escort Officer	Red	4/4/05		4/4/06	None
C-200	Booking/Intake Correctional Officer (1800-0600)	Red	2/19/90	9/4/02		Calif. Penal Code, Sec 4000
C-225	Security and Investigations Night Shift Classification Officer	Red	4/4/05		4/4/06	None
C-250	Security and Investigations Night Shift Reception Officer	Red	4/4/05		4/4/06	None
C-275	Security and Investigations Night Shift Search and Escort Officer	Red	4/4/05		4/4/06	None
C-300	Correctional Officer Rover (0600-1800)	Red	2/19/90	9/4/02		Calif. Penal Code, Sec 4000
C-400	Correctional Officer Rover (0600-0600)	Red	2/19/90	9/4/02		Calif. Penal Code, Sec 4000
C-500	Central Control Center Officer (0600-1800)	Red	2/19/90	9/4/02		Calif. Penal Code, Sec 4000
C-600	Central Control Center Officer (1800-0600)	Red	2/19/90	9/4/02		Calif. Penal Code, Sec 4000
C-700	A-1, B-1 and B-2 Housing Unit Officer (0600-1800)	Red	2/19/90	9/4/02		Calif. Penal Code, Sec 4000
C-800	A-1, B-1 and B-2 Housing Unit Officer (1800-0600)	Red	2/19/90	9/4/02		Calif. Penal Code, Sec 4000
C-900	A-2 Housing Unit Officer (0600-1800)	Red	2/19/90	9/4/02		Calif. Penal Code, Sec 4000
C-1000	A-2 Housing Unit Officer (1800-0600)	Red	2/19/90	9/4/02		Calif. Penal Code, Sec 4000
C-1100	Post Orders - Canine Unit	Red	4/15/03	8/12/03		Calif. Penal Code, Sec 4000
Section D – Training and Staff Development:						
D-100	Establishment and Coordination of the Detention Training Department	White	7/1/02	5/31/02		Calif. Penal Code, Sec 4000
D-200	Minimum Training Criteria for Different Groups of Employees	White	7/1/02	6/3/02		Calif. Penal Code, Sec 4000
D-250	Weekly Staff Training	Red	10/1/04		10/1/05	None
Section E – Management Information and Research:						
E-100	Management Information Systems	White	7/1/02	7/1/03		None
Section F – Records:						
F-100	Case Records Management	White	7/1/02	7/17/02		Calif. Penal Code, Sec 4000
F-200	Inmate "Alpha List" and Daily Shift Log	White	7/1/02	7/18/02		Penal Code Sec 4000, Standards for Adult Local Facilities, Sees 2-5099, 2-5101, 2-5104
F-300	Sentence Computation Requirements	White	7/1/02	8/28/02		Calif. Penal Code, Sec 4000
F-400	DNA Sample Collection	Red	11/3/04		11/3/05	"numerous" (DNA)

Monroe Detention Center Appendix A: Monroe Detention Center Policy and Procedures Manual Study spreadsheet continued from previous page

S.O. NO	Title	Color	Effective Date	Revision Date	Audit Date	Reference(s)
Section G – Physical Plant:						
	Requirements for Facilities Service Areas	White	2/1/90	7/19/02		Penal Code Sec 4000; California G-100 Administrative Code, Title 15 & 24
	Preventive Maintenance Program	White	2/1/90	7/23/02		Penal Code Sec 4000; California G-200 Administrative Code, Title 15 & 24
Section H – Emergency and Safety Procedures:						
H-50	Fire and Life Safety Inspections	Yellow	6/1/05	6/1/06		Calif. Code of Regulations, Title 15, Sec 1028; Penal Code Sec 6030(c)
H-100	Emergency Evacuation	Red	2/20/90	8/30/02		Calif. Penal Code, Sec 4000
H-200	Fire and Emergency Procedures and Equipment	Red	7/1/02	6/19/02		Calif. Penal Code, Sec 4000
H-300	Monitoring Fire and Emergency Procedures	Red	7/1/02	6/19/02		Calif. Penal Code, Sec 4000
	Control and Use of Flammable, Toxic and Caustic Materials	Red	2/1/90	9/6/02		Penal Code Sec 4000; California Administrative Code, Title 15, Secs 1028, 1032
H-500	Facility Emergency Plans	Red	2/1/90	9/6/02		Calif. Penal Code, Sec 4000
H-550	Civil Disturbances	Red	7/10/03			Calif. Penal Code, Sec 4000
H-600	Natural Disaster	Red	7/17/03			Calif. Penal Code, Sec 4000
Section I – Security and Control:						
I-100	Count Principles and Procedures	Red	2/1/90	7/23/02		Calif. Penal Code, Sec 4000
I-200	Use of Official and Personal Vehicles	Yellow	2/1/90	7/26/02		Calif. Penal Code, Sec 4000
I-300	Restraint Chair	Red	10/1/99	8/16/02		California Administrative Code, Title 15, Sec 1058; IMQ Standard # 315 (I)
I-350	Leinberger Alarm System	Red	11/23/04		11/23/05	None
I-400	Perimeter Security	Red	7/1/02	7/19/02		Calif. Penal Code, Sec 4000
I-450	Facility Inspection and Use of Permanent Logs	Red	2/1/90	7/23/02		Calif. Penal Code, Sec 4000
I-475	Detention Facility Reports	Yellow	6/1/05	6/1/06		Calif. Code of Regulations, Title 15, Sec 1044
I-500	Inmate Movement	Red	2/1/90	7/23/02		Calif. Penal Code, Sec 4000
I-550	Transportation of Inmates	Red	2/1/90	7/23/02		Calif. Penal Code, Sec 4000
I-600	Employee and Program Provider Security Passes	Red	6/15/01	8/5/02		Calif. Penal Code, Sec 4000
I-650	Search of Inmates and Various Locations	Red	2/1/90	12/1/04	12/1/05	Calif. Penal Code, Sec 4030
I-675	Search of Facility	Red	12/1/04		12/1/05	None
I-700	Contraband	Red	7/1/02	8/28/02		Calif. Penal Code, Sec 4000
I-750	Control of Tool, Equipment and Hazardous Materials	Red	2/1/90	7/26/02		Calif. Penal Code, Sec 4000
I-800	Central Control Centers	Yellow	2/1/90	8/28/02		Calif. Penal Code, Sec 4000
I-850	Control of Firearms	Red	2/1/90	7/26/02		Calif. Penal Code, Sec 4000
I-900	Use of Force	Red	2/1/90	7/29/02		Calif. Penal Code, Sec 4000
I-925	Taser Policy	Red	10/14/03			Calif. Penal Code, Sec 4000
I-950	Key Control	Red	2/1/90	7/24/02		Calif. Penal Code, Sec 4000
Section J – Special Management Inmates:						
J-100	Protective Custody/Administrative Segregation	Red	2/1/02	6/7/02		Calif. Administrative Code, Title 15, Sec 1050-1058
	Disciplinary Segregation	Red	2/1/02	6/7/02		Calif. Administrative Code, Title 15, J-200 Sec 1050-1058
J-300	Sobering Cell	Red	7/1/02	8/23/02		Calif. Admin. Code, Title 15, Secs 1056, 1213; Calif. Penal Code, Sec 6030; Calif. Admin. Code, Title 24, Sec 2-470A.2.34; IMQ Standard #303
Section K – Food Service:						
K-100	Nutritional Adequacy of the Diet for Inmates	White	2/1/90	6/12/02		Calif. Penal Code, Sec 4000; Calif. Admin. Code, Title 15, Secs 1231-1249 (-1242)
K-200	Menu Planning and Meal Service	White	2/1/90	6/12/02		Calif. Penal Code, Sec 4000; Calif. Admin. Code, Title 15, Secs 1231-1249 (-1242)
K-300	Safety and Sanitation for Food Services	White	2/1/90	6/12/02		Calif. Penal Code, Sec 4000; Calif. Admin. Code, Title 15, Secs 1231-1249

Monroe Detention Center Appendix A: Monroe Detention Center Policy and Procedures Manual Study spreadsheet continued from previous page

S.O. NO	Title	Color	Effective Date	Revision Date	Audit Date	Reference(s)
Section L – Sanitation and Hygiene:						
L-100	Housekeeping, Inspection of Sanitation Practices and Infection Control Procedures	Yellow	2/1/90	7/2/02		Calif. Penal Code, Sec 4000; Calif. Admin. Code, Title 15, Sec 1280
L-200	Waste Disposal and Pest Control	Yellow	2/1/90	7/8/02		Calif. Penal Code, Sec 4000
L-300	Inmate Clothing, Bedding and Linen Supplies	Yellow	2/1/90	7/8/02		Calif. Penal Code, Sec 4000; Calif. Admin. Code, Title 15, Sec 1280
L-400	Bathing and Hair Care Facilities for Inmates	Yellow	2/1/90	7/8/02		Calif. Admin. Code, Title 15, Sec 1280
Section M – Medical and Health Care Services:						
M-100	Administrator of Medical Facilities	White	2/1/90	7/20/02		Calif. Penal Code, Sec 4000; Calif. Admin. Code, Title 15, Sec 1200; IMQ Section 101
M-200	Medical Facilities and Equipment	White	7/1/02	7/1/03		Calif. Penal Code, Sec 4000; Admin. Code, Title 15, Secs 122-1230 and Accreditation Standards for Adult Detention Facilities
M-300	Communicable Disease Protocols	Yellow	8/30/02			Guidelines to the Minimum Standards for Local Detention Facilities, Title 1, Program and Procedures Standard, Article 5, Sec 1051
M-400	Mental Health Services and Suicide Plan	Red	7/1/02	7/1/03		Calif. Admin. Code, Title 15, Sec 1052, 1200, 1205-1210; IMQ Standard #311
M-500	Dental Services	White	7/1/02	7/1/03		IMQ Standard #321
M-600	Developmentally Disabled/Mentally Disordered	Yellow	8/30/02			Calif. Admin. Code, Title 15, Secs 1057, 1208, 1209, 1052
M-700	Suicide Prevention	Red	8/30/02			Calif. Administrative Code, Title 15, Sec 1219
M-750	Informed Consent	White	7/1/02	7/1/03		Calif. Admin. Code, Title 15, Sec 1214; IMQ Standard #602
M-800	Inmate Death	Red	8/30/02			Calif. Code of Regulations, Title 15, Sec 1218
M-900	Medical Health Records	Yellow	2/1/90	7/20/02		Penal Code Sec 4000; Calif. M-900 Administrative Code, Title 15, Sec 1200; + medical refs
M-1000	Sick Call	Yellow	7/1/02	7/1/03		Calif. Admin. Code, Title 15, Sec 1211; IMQ Standard #306
M-1100	Medical Items Purchased Through the Facility Commissary System	White	11/7/02			Calif. Penal Code, Sec 4000
Section N – Reception and Orientation:						
N-100	Inmate Admission Procedures	Red	7/1/02	8/28/02		Calif. Penal Code, Sec 4000
N-150	ALCO-Sensor IV P.A.S. Device	Red	10/1/03			Calif. Penal Code, Sec 4000
N-200	Inmate Orientation	Red	7/1/02	6/19/02		Calif. Penal Code, Sec 4000
N-300	Inmate Personal Property	Red	7/1/02	6/19/02		Calif. Penal Code, Sec 4000
N-400	Inmate Excess Property	Red	12/2/02			Calif. Penal Code, Sec 4000
Section O – Classification:						
O-100	Initial Classification	Red	2/1/90	8/28/02		Calif. Admin. Code, Title 15, Secs 1050-1058; Calif. Penal Code, Secs 4001, 4002
O-200	Special Needs Inmate	Red	2/2/90	8/8/02		Calif. Admin. Code, Title 15, Secs 1050-1058; Calif. Penal Code, Secs 4000, 4001, 4002
O-300	Single Cell List	Red	11/1/04		10/1/05	None
Section P – Inmate Work Programs:						
P-100	Inmate Employment	Yellow	1/29/01	8/20/02		Calif. Penal Code, Sec 4000, Standards for Adult Detention Facilities, Secs 2-5357, 2-5359 - 2-5361, 2-5363, 2-5365
P-200	Inmate Pay	Yellow	1/29/01	8/20/02		Calif. Penal Code, Secs 4000, 4019.3; Standards for Adult Local Detention Facilities, Sec 2-5364
P-300	Electronic Surveillance	Yellow	1/29/01	6/18/02		Calif. Penal Code, Secs 1203.016, 1208.2, 1208.5, 4019

Monroe Detention Center Appendix A: Monroe Detention Center Policy and Procedures Manual Study spreadsheet continued from previous page

S.O. NO	Title	Color	Effective Date	Revision Date	Audit Date	Reference(s)
P-400	Work Furlough	Yellow	1/29/01	8/20/02		Calif. Penal Code, Secs 1208, 1208.2, 1208.3, 1208.5, 4019
P-500	Sheriff's Working Inmate Program (S.W.I.P.)	Yellow	1/29/01	8/20/02		Calif. Penal Code, Sec 4024.2
Section Q – Academic and Vocational Education:						
Q-100	Program Planning	White	2/1/90	6/2/02		Calif. Admin. Code, Title 15, Sec 1061; Calif. Penal Code, Secs 4000, 4025
Q-200	Educational and Vocational Program Curriculum	White	2/1/90	6/19/02		Calif. Administrative Code, Title 15, Sec 1061
Q-300	Educational Personnel Practices	White	2/1/90	6/19/02		Calif. Administrative Code, Title 15, Sec 1061
Q-400	Educational Program Evaluation	White	2/1/99	6/19/02		Calif. Admin. Code, Title 15, Sec 1061; Calif. Penal Code, Sec 4025
Section R – Inmate Rights:						
R-100	Environmental and Programmatic Rights of Inmates	Yellow	7/1/02	6/24/02		Calif. Penal Code, Sec 4000
R-200	Rights of Female Inmates	Red	7/1/02	6/30/02		Calif. Penal Code, Sec 4000
R-300	Operational Programming	Yellow	7/1/02	6/30/02		Calif. Penal Code, Sec 4000
R-400	Inmate Grievance Procedure	Red	7/1/02	7/9/03		Calif. Penal Code, Sec 4000; Title 15, Sec 1073
R-500	Facility Policy for Inmate Access to the New Media	Yellow	7/1/02	7/23/02		Calif. Penal Code, Sec 4000
R-550	Public Information Plan	Yellow	6/1/05	6/1/06		Calif. Code of Regulations, Title 15, Sec 1045
Section S – Inmate Rules and Discipline:						
S-100	Acts Prohibited for Inmates and Penalties for Such Actions	Red	2/1/90	5/30/02		Calif. Penal Code, Sec 4000; Calif. Admin. Code, Title 15, Secs 1080-1084; Standards for Adult Local Detention Facilities, Secs 2-5305 - 2-5308, 2-5313
S-200	Reporting Procedures for Rules Violations	Red	2/2/90	5/30/02		Calif. Penal Code, Sec 4000; Calif. Admin. Code, Title 15, Secs 1080-1084
S-300	Disciplinary Committee and Basic Rules for its Operation	Red	9/6/89	5/31/02		Calif. Penal Code, Sec 4000; Calif. Admin. Code, Title 15, Secs 1080-1084; Standards for Adult Local Detention Facilities, Secs 2-5311, 2-5314, 2-5318, 2-5325
S-400	Criminal Activity in the Jail	Red				None
Section T – Inmate Services:						
T-100	Mail Handling Policy	Red	2/26/97	1/11/02		Calif. Code of Regulations, Title 15, Secs 1063, 1066
T-200	Inmate Access to Telephones	Red	2/1/02	6/14/02		Calif. Admin. Code, Title 15, Sec 1067; Calif. Penal Code, Sec 851.5
T-300	Inmate Visiting	Red	10/1/99	5/31/02		Calif. Admin. Code, Title 15, Sec 1062; Calif. Penal Code, Sec 4571
T-400	Voting	Yellow	10/1/99	4/11/02		Calif. Admin. Code, Title 15, Sec 1071
T-500	Law Library Service	Yellow	2/2/90	6/28/02		Calif. Penal Code, Sec 4000; Calif. Admin. Code, Title 15, Sec 1064
T-600	Library Services	Yellow	2/2/90	6/28/02		Calif. Code of Regulations, Title 15, Sec 1064
Section U – Recreation and Inmate Activity:						
U-100	Program Planning	White	2/1/90	7/10/02		Calif. Penal Code, Sec 4000; Calif. Admin. Code, Title 15, Sec 1065
U-200	Recreation Personnel	White	2/1/90	7/2/02		Calif. Penal Code, Sec 4000; Calif. Admin. Code, Title 15, Sec 1065; Calif. Penal Code, Secs 4025, 5006
Section V – Religious Services:						
V-100	Program Procedures	White	6/15/01	8/5/02		Calif. Penal Code, Sec 4025; Calif. Admin. Code, Title 15, Sec 1072
V-200	Inmate Programs Coordinator	White	6/15/01	8/5/02		Calif. Penal Code, Sec 4000
Section W – Social Services Programs:						
W-100	Types of Programs	White	6/15/01	8/16/02		Calif. Admin. Code, Title 15, Secs 1052, 1061, 1064, 1070, 1205, 1207.5, 1209, 1210, 1219
W-200	Social Service Personnel	White	6/15/01	6/18/0		Calif. Admin. Code, Title 15, Secs 1052, 1061, 1064, 1070, 1205, 1207.5, 1209, 1210, 1219; Calif. Penal Code, Sec 4025
Section X – Release of Inmates:						
X-100	Inmate Temporary Release Procedures	Red	2/1/90	8/30/02		Calif. Penal Code, Sec 4018.6
X-200	Inmate Custody Release Procedures	Red	1/1/90	8/29/02		Calif. Penal Code, Sec 4000
X-300	Reason for Non-Release Misdemeanor Arrest	Red	6/1/03			Calif. Penal Code, Sec 853.6
X-400	Consent Decree Release Procedures	Red	5/25/05	6/3/05		Federal Consent Decree

Monroe Detention Center Appendix B: Results of Random Spot Checks of References in Individual P & Ps.

Results of Random Spot Checks of References in Individual P & Ps.

- a. Fire and Life Safety Inspections (S.O. No H-50) references California Code of Regulations, Title 15, Sections 1028, and California Penal Code, section 6030(c).
 - California Code of Regulations, section 1028 is correct.
 - California Penal Code, section 6030(c) is the governing statute that directs CSA (Corrections Standards Authority) to establish minimum standards for correctional facilities. Its use as a reference in this document is inappropriate.
- b. Control and Use of Flammable, Toxic and Caustic Materials (S.O. No. H-400) references California Administrative Code, Title 15, sections 1028 and 1032.
 - These sections concern “Fire and Life Safety Staff” and “Fire Suppression Preplanning”, not the P & Ps subject.
 - California Administrative Code is incorrect as noted on page 12, #3 (in the Policies and Procedures Manual section).
- c. Restraint Chair (S.O. No. I-300) references California Administrative Code, Title 15, section 1058.
 - Section 1058 of Title 15 is the correct reference.
 - California Administrative Code is incorrect as noted on page 12, #3 (in the Policies and Procedures Manual section).
- d. Detention Facility Reports (S.O. No. I-475) correctly references California Code of Regulations, Title 15, Section 1044.
- e. Protective Custody/Administrative Segregation (S.O. No. J-100) references California Administrative Code, Title 15, sections 1050 through 1058.
 - Only sections 1050 and 1053 apply to this P & P in accordance with the following breakdown of Title 15, Article 5 – Classification and Segregation:
 - 1050 – Classification Plan
 - 1051 – Communicable Diseases
 - 1052 – Mentally Disordered Inmates
 - 1053 – Administrative Segregation
 - 1054 – Administrative Removal – Type IV Facility
 - 1055 – Use of Safety Cell
 - 1056 – Use of Sobering Cell
 - 1057 – Developmentally Disabled Inmates
 - 1058 – Use of Restrain Devices
 - California Administrative Code is incorrect as noted on page 12, #3 (in the Policies and Procedures Manual section).
- f. Disciplinary Segregation (S.O. No. J-200) references California Administrative Code, Title 15, sections 1050 through 1058.
 - These sections are incorrect. Disciplinary segregation is covered in sections 1080 through 1084 of Title 15.
 - California Administrative Code is incorrect as noted on page 12, #3 (in the Policies and Procedures Manual section).
- g. Sobering Cell (S.O. No. J-300) references California Administrative Code, Title 15, sections 1056 and 1213, and California Penal Code, section 6030(c).
 - Sections 1056 and 1213 of Title 15 are the correct references.
 - California Penal Code, section 6030(c) is the governing statute that directs CSA (Corrections Standards Authority) to establish minimum standards for correctional facilities. Its use as a reference in this document is inappropriate.
 - California Administrative Code is incorrect as noted on page 12, #3 (in the Policies and Procedures Manual section).
- h. Nutritional Adequacy of Diet for Inmates (S.O. No. K-100) and Menu Planning and Meal Service (S.O. No. K-200) reference California Administrative Code, Title 15, sections 1231 through 1249 (except section 1242), and California Penal Code, section 4000.
 - Sections 1231 through 1239 are not contained in Title 15.
 - Food service procedures are covered in Title 15, sections 1240 through 1249, plus section 1230 – Food Handlers.
 - California Administrative Code is incorrect as noted on page 12, #3 (in the Policies and Procedures Manual section).
 - California Penal Code, section 4000 is incorrect as noted on page 12, #2 (in the Policies and Procedures Manual section).
- i. Housekeeping, Inspection of Sanitation Practices and Infection Control Procedures (S.O. No. L-100) references California Administrative Code, Title 15, section 1280, and California Penal Code, section 4000.
 - Section 1280 of Title 15 is the correct reference.
 - California Administrative Code is incorrect as noted on page 12, #3 (in the Policies and Procedures Manual section).
 - California Penal Code, section 4000 is incorrect as noted on page 12, #2 (in the Policies and Procedures Manual section).
- j. Program Planning (S.O. No. Q-100) references California Administrative Code, Title 15, section 1061, and California Penal Code, sections 4000 and 4025.
 - Section 1061 of Title 15 is the correct reference.
 - California Administrative Code is incorrect as noted on page 12, #3 (in the Policies and Procedures Manual section).
 - California Penal Code, section 4000 is incorrect as noted on page 12, #2 (in the Policies and Procedures Manual section).
 - California Penal Code, section 4025 concerns the requirement for maintaining and operating a store, not Program Planning.

Dunnigan Fire Protection District

SUMMARY

Members of the Grand Jury visited the Dunnigan Fire Protection District (DFPD) in October 2008. The mostly-volunteer district appears to be well-equipped. About one-half of their calls (after eliminating false alarms) involved emergency medical services, a situation suggesting the importance of emergency medical training certification on the part of the volunteers.

REASON FOR VISIT

California Penal Code Section 925 authorizes the Grand Jury to investigate and report upon the operations of any special district within the county. Pursuant to the statute, on October 28, 2008, the Grand Jury conducted an oversight tour of the DFPD station at 29145 Main St, Dunnigan, CA 95937.

ACTIONS TAKEN

- Interviewed Fire Chief and a member of the DFPD governing board
- Toured the fire station and community room
- Reviewed response times for months of August through October, 2008
- Reviewed number of calls from January 1 through October 31, 2008
- Reviewed the current and projected budget
- Reviewed the DFPD 20-year plan

WHAT THE JURY DETERMINED

DFPD provides fire and emergency medical services to 1,369 community residents throughout a 112 square mile area, the second largest response area of all Yolo County fire districts. It is equipped with two engines, one water tender, one grass truck, one brush truck, and one squad truck.

DFPD is staffed by 17 volunteers, plus one paid employee and four cadets. The Fire Chief receives a stipend of \$400 per month. The fire station is staffed Monday, through Friday, eight hours a day with one paid staff and one to three of the four cadets. When a call is received, the volunteers respond to a pager and cell-phone texting system. The first two firefighters to arrive at the station respond to the call.

The firefighters receive training in public safety, first aid, and CPR. They are encouraged to obtain Emergency Medical Technician (EMT) certification. They periodically receive special training including mandated training in automobile extrication, structure and wildland fire suppression. Of the 18 staff, six have received EMT certification; all four cadets are EMT certified.

A review of the 247 calls in 2008 revealed that 50 did not require service (e.g., false alarms, authorized burns, no incident found, etc.). Of the remaining 197 calls, 51% involved emergency medical services as follows:

- EMS call, excluding vehicle accident with injury = 81
- Vehicle accident with injuries = 15
- Rescue and EMS incident, other = 3
- Rescue and EMS standby = 1

There were 63 responses recorded for August through October 2008. The average response time was nine minutes.

FINDINGS

- F-1** DFPD appears to be well-equipped and adequately staffed.
- F-2** DFPD has a 20-year plan that should accommodate needed expansion.
- F-3** A substantial number (51%) of the calls during a three-month period of 2008 involved a potential need for emergency medical treatment.

RECOMMENDATIONS

- 09-08** DFPD continue to maintain adequate staffing and equipment.
- 09-09** DFPD governing commission should pursue its 20-year plan.
- 09-10** Given the number of calls involving a need for emergency medical treatment, all firefighters should receive EMT certification.

REQUEST FOR RESPONSE

Pursuant to California Penal Code, sections 933(c) and 933.05, the Yolo County Grand Jury requests a response as follows:

From the following governing body:

- Dunnigan Fire District Board of Commissioners (Findings F1 through F3; Recommendations 09-08 through 09-10)

Juvenile Detention Facility

SUMMARY

The Yolo County Grand Jury conducted a briefing and facility tour, as well as two additional fact finding meetings at the Juvenile Detention Facility (JDF). The Grand Jury found the JDF to be a well-operated facility, providing a variety of programs that benefit resident juveniles, their families, and the citizens of Yolo County.

Federal and state grants, in addition to bed rental contracts, have reduced Yolo County's contribution to the JDF budget by 18%.

REASON FOR VISIT

California Penal Code, section 925 authorizes the Grand Jury to investigate and report on the operations, accounts, and records of the officers, departments or functions of the County. Pursuant to that statute, the Grand Jury visited the Juvenile Detention Facility (JDF) at 2880 East Gibson Road in Woodland.

GLOSSARY

The Yolo County Construction Program (YCCP) is a collaborative program led by the Probation Department and includes participation or support from the Department of Employment and Social Services, Department of Alcohol, Drug and Mental Health, the Yolo County Office of Education (YCOE), and Northern California Construction and Training.

Evidenced Based Programs (EBP) are programs that have been scientifically validated and proven to be reliable in reducing recidivism, enhancing public safety and reducing the costs of incarceration and out of home placements (Appendix A).

ACTIONS TAKEN

On February 7, 2009, members of the Grand Jury met with the Chief Probation Officer, the Superintendent, and Assistant Superintendent of the JDF. Jurors were given a comprehensive tour of the facility, which included:

- Visiting the booking and holding areas, medical suite, control room, and co-ed housing pod, including classrooms and recreational areas.
- Observing juveniles in open areas of the pod interacting with each other and staff.

Subsequent to the visit, members of the Grand Jury reviewed the JDF Policy and Procedures Manual, the Juvenile Detention 2008-2009 Budget, the Corrections Standards Authority Biennial Inspection Report and YCCP summary, goals, and recidivism statistics.

Members of the Grand Jury conducted follow-up visits with JDF staff on February 23 and April 9, 2009 to verify data and obtain additional supporting information.

WHAT THE JURY DETERMINED

The JDF is a division of the Probation Department. Its mission is to protect the public from the delinquent acts of minors by providing for their safe and secure reception and temporary care, pursuant to provisions of California Laws and Regulations.

The highest priority is the security and safety of juveniles and staff. An additional goal of the JDF is to operate as nearly like a home as possible with both care and discipline.

Construction of the new JDF was completed in 2005 and consists of three housing pods and support facilities. Each pod has a 30-bed capacity, two classrooms, space for basic medical assessments, and an activity area. There is no "all-weather" (i.e., sheltered) exercise or recreational area. On the day of the Grand Jury's visit (February 7), there were 74 juveniles in residence.

The Juvenile Detention 2008-2009 recommended annual budget is 5.6 million dollars. Of that amount, approximately 1 million dollars is provided from Yolo County. Fees and charges totaling approximately 3.2 million dollars are generated by bed rental contracts (bed rentals refer to space made available for juveniles from agencies other than Yolo County). The JDF has contracts with the U.S. Department of Health & Human Services Office of Refugee Resettlement and neighboring California counties, including Sacramento, Tuolumne, Mariposa, and Amador. The remaining 1.4 million dollars is provided from Public Safety Sales Taxes and federal/state reimbursements. Due to budget constraints, there are eight JDF staff positions unfilled at this time.

YCCP is a component of the JDF's rehabilitative program. Up to 20 moderate and high risk juveniles at the JDF may enter the YCCP each semester. After a detailed assessment of each juvenile, the YCCP uses EBP (Appendix A) and other programs to counsel and educate juveniles regarding alcohol, drug use, and aggression management. Crisis support is provided as needed.

YCCP also provides individualized educational support. After testing to determine academic level, juveniles attend a 5-day per week educational program, overseen by the YCOE and operated as the Dan Jacobs School. Students receive individualized support to help achieve their educational goals, such as returning to or graduating from high school, General Educational Development (GED) testing, or attending junior college. Since August 2007, 37 students at JDF have passed the GED.

Vocational training is also provided through the YCCP. Participants receive on-the-job training in a pre-apprenticeship program for construction trades and are paid minimum wage.

When a juvenile owes restitution to a victim, a Probation Officer works closely with him or her to encourage payment of financial obligations. As the funds come from the juvenile's own earnings, it contributes to offender accountability.

Using a new case management system, the Juvenile Division researched the records of 13 YCCP participants who had graduated by June 2005. During the 18 months following their graduation, 38% committed a known offense. Subsequently, three new programs (EBP) were added to the YCCP: Aggression Replacement Training (also known as Teaching Pro Social Skills), Functional Family Therapy, and Functional Family Probation. For the 23 graduates completing the enriched program (between January 2006 and June 2007) recidivism dropped to 9%.

A Program Coordinator ensures that resident juveniles are engaged in various programs (primarily those listed in Appendix A) that enhance life skills, provide mind-challenging activities, and encourage community involvement. Various groups and individuals volunteer to spend time with the juveniles to help educate, give legal and other advice, or read and talk with them. All volunteers are screened and trained before starting, and additional volunteers are always welcome.

The California Forensic Medical Group (CFMG) contracts with the County to provide medical services for juveniles in custody. All juveniles are given a physical screening within 96 hours of their admittance to the JDF. A Registered Nurse staffs the JDF eight hours daily, seven days a week. A physician and Family Nurse Practitioner are available weekly. There are no dental services available other than for an emergency. Medical accreditation is reviewed every two years. CFMG at JDF is currently rated at a higher level than is required by regulation. According to the Probation Department, there are only ten other Juvenile Detention Facilities with medical accreditation in California.

COMMENTS

Management staff at the JDF made good choices in the planning and promotion of the construction of the new JDF. They looked to the future requirements of the County and considered housing juveniles from other counties and the federal government as a way to help fund future and current needs. Those choices have made possible the acquisition of out-of-county funds that contribute to Yolo County JDF operations and provide for long-term benefits and growth.

Maximizing revenue from sources outside the County General Fund by using resources to apply for grants has also reduced costs to Yolo County, and helped to improve services and results at the JDF. These grants have made possible the outcomes indicated by the multi-year recidivism comparison study. Although the graduate numbers are small and the comparisons are preliminary

in nature, they are very encouraging.

The Grand Jury commends the CFMG and JDF for their efforts in maintaining a higher than required medical accreditation rating.

The Grand Jury encourages the JDF and the county to increase the level of dental care, and provide an all weather exercise and recreational facility when the fiscal situation improves or grants become available.

APPENDIX

Appendix A: County of Yolo Probation Department Evidence Based Programs and Yolo County Juvenile Detention Facility Programs

Appendix A: County of Yolo Probation Evidence Based Programs and Yolo County Detention Facility Programs continued on next two pages

Juvenile Detention Facility

Appendix A: County of Yolo Probation Department Evidence Based Programs and Yolo County Juvenile Detention Facility Programs



Community
Corrections

COUNTY OF YOLO
PROBATION DEPARTMENT



Don L. Meyer
Chief Probation Officer

EVIDENCE BASED PROGRAMS

During the past two years, the Yolo County Probation Department's Juvenile Division, has made significant strides in implementing evidence based programs that are scientifically validated and proven to be reliable in reducing recidivism, enhancing public safety and reducing costs of incarceration and out of home placements. Many of the programs we have implemented have been successful in several other states.

As a result of state-wide changes, Juvenile Justice agencies are now using programs that work. "What Works" is a body of knowledge based on over thirty-years of research conducted by numerous well known scholars in North America and Europe. Also referred to as "evidence based" practice, the "What Works" movement demonstrates empirically that theoretically sound, well-designed programs that meet certain conditions can appreciably reduce recidivism rates for offenders. Through the review and analysis of hundreds of studies, researchers have identified a set of principals that should guide correctional programs.

The three simple principals are as follows:

- 1. The "risk" principal:** This helps us to target which programs would be best for all types of offenders. Our most intensive correctional treatment and intervention programs should be reserved for our higher-risk offenders. Placing low-risk offenders with higher-risk offenders only serves to increase the chances of failure for the low-risk.
- 2. The "need" principal:** This principal helps us to target factors that are highly correlated with criminal Conduct. This principal states that programs should target crime producing needs, such as anti-social peer associations, substance abuse, lack of problem solving and self control skills and other factors correlated with criminal conduct.
- 3. The "treatment" principal:** This principal states that the most effective programs are behavioral in nature, they are action oriented rather than just vocally oriented. Also, they teach offenders new pro-social skills to replace the anti-social ones such as stealing, lying and cheating through modeling, practice and reinforcement. This is where new skills are taught and positive behaviors and attitudes are reinforced. Programs should target positive attitudes, values, peers, substance abuse, anger and family based interventions.

On the following page you will see a list of evidence based programs that are offered to all minors in our facility on a daily basis. The last page is a programs calendar that is posted in each pod to inform the minors which program will be facilitated daily.

Juvenile Detention Facility

Appendix A: County of Yolo Probation Department Evidence Based Programs and Yolo County Juvenile Detention Facility Programs

**YOLO COUNTY
JUVENILE DETENTION FACILITY
PROGRAMS**

1. **Teaching Pro-Social Skills:** A validated program that teaches pro-social skills, provides alternatives for anger control, and develops moral reasoning abilities. This program is offered to all minors in custody once a week.
2. **Girl's Circle:** A gender specific program for girls to build on protective factors and strengths and address risk factors. This program is offered on every Wednesday to all female minors in custody.
3. **Alcoholics Anonymous:** On the last Tuesday of every month, two Alcoholics Anonymous representatives come into the facility and offer meetings to all minors in custody.
4. **Narcotics Anonymous:** Two Narcotics Anonymous representatives come into the facility every Sunday night and offer meetings to all minors in custody.
5. **Church Services:** Our facility currently has 11 different churches who volunteer to deliver Church services to all minors. One Church will come each Thursday evening and conduct services for all minors in custody. Church is offered to all minors but is voluntary to attend.
6. **G.E.D testing (General Educational Development Test):** Our department offers the opportunity to receive a G.E.D certificate while in custody. This program is voluntary, but is offered to all minors. Ms. Charlotte Beal, Juvenile Literacy Coordinator evaluates the minors progress while studying and then facilitates a test. If the minor successfully passes the final test, they receive a G.E.D certificate.
7. **Teen Parenting Program:** This program was developed by Georgetown university. It is a ten-week media based parenting program involving the youth in custody, their child and caregiver. This program allows the minor in custody to see their child while in our facility. The program teaches the minor how to effectively interact and communicate with their baby.
8. **Holy Rosary Volunteers:** The volunteers are members of the Holy Rosary Church in Woodland. Each night 1-2 volunteers come into the facility during evening recreation program and interact face-to-face with the minors in custody. They talk, draw and play games with the minors. They also donated home made baked goods for the minors snacks nightly.
9. **Yolo Interfaith Immigration Network:** This program is designed to create a "culture exchange" between the Federal Government minors and the volunteers. These volunteers are members of surrounding churches as well as UC Davis students. They visit once a week and either interact with the minors by playing games in Spanish and English or assisting the minors with studies for school or the G.E.D program.
10. **Girl Scouts:** The Girl Scout program is offered only to our female population. Every other week a Girl Scout representative comes into the facility to interact with the females. They talk about government, sports, education, and other items that may pertain to being an adolescent female.
11. **Haircuts:** Haircuts occur on the last Monday of every month. They are \$10 and are offered to all minors in custody.

Yolo Wayfarer Center

REASON FOR VISIT

Section 933.6 of the California Penal Code authorizes the Grand Jury to investigate and report on any non-profit corporation operated on behalf of a public entity. Pursuant to that statute, members of the Yolo County Grand Jury visited Walter’s House (a residential drug treatment facility) and the Yolo Wayfarer Center (which provides emergency food and shelter for those in need). The facilities are located on Fourth Street in Woodland.

ACTIONS TAKEN

Members of the Grand Jury conducted a walk-through tour of both facilities on October 23, 2008, hosted by their respective directors. At Walter’s House, the tour included living accommodations, counseling rooms, and administrative areas. The Yolo Wayfarer Center tour included the dining and sleeping areas, as well as administrative offices.

A follow-up interview with the Executive Director was conducted, and a copy of the 2008 Annual Report of the Yolo Wayfarer Center was reviewed.

WHAT THE JURY DETERMINED

The Yolo Wayfarer Center provides a wide array of services for individuals and families with immediate and/or long-term needs. These services include a substance abuse treatment center, emergency shelter, family transitional housing, and daily meals.

In 2008, 736 individuals were provided assistance through these programs at a cost of just under \$10 per person per day. The annual budget for Wayfarer Center programs in 2008 was \$1,315,400. Of this amount, 45% came from the state, 14% from federal grants, and 23% from county and city revenues. Additionally, private donations accounted for 17% of the total.

Substance abuse treatment center

Walter’s House, named after Rev. Walter Zeck, the founder of the Yolo Wayfarer Center, was started in 2002. It is a major drug and alcohol abuse residential treatment program in Yolo County and provides 14 transitional beds and 30 beds for residential treatment. Transitional beds are reserved for those residents who have successfully completed the 3-month treatment program and are making the move to employment and residence outside the center. At least 53 individuals made the transition in 2008. The facility also serves individuals who are homeless, including those who struggle with mental illness and substance abuse.

In 2008 the Walter’s House program served 177 individuals in the substance abuse treatment program.

The treatment center depends largely on public funds, and currently has grants/contracts for all spaces. A contract with the California Department of Corrections pays the costs of referrals made by the Court.

Emergency shelter

The shelter provides 28 beds (equally divided between men and women) and 22 additional spaces for families. Families sleep on mattresses in a general-purpose room, which also serves as the dining room. Residents can shower, do laundry, and receive mail at the facility. The shelter also provides each client with referrals and “life-plans” to assist in their transition out of shelter housing.

Initially the emergency shelter, which opened in 2006, provided up to 73 beds, but this capacity was reduced to 50 after the loss of \$200,000 of federal money. In 2008, the emergency shelter served 393 individuals, 12% of whom were children.

Family transitional housing

The Yolo Wayfarer Center manages 14 housing units throughout Woodland for indigent families, who can reside there for up to six months under strict guidelines. In 2008, 36 families, including 70 children and 43 adults, were provided shelter while they transitioned to employment and permanent residences.

Daily meals

The Yolo Wayfarer Center provides breakfast, lunch, and a hot dinner. In 2008, community volunteers prepared and served 23,210 evening dinners and a combined total of 21,657 breakfasts and lunches. In support of this effort, community businesses contributed 238,025 pounds of food, thus reducing the Center’s cost to less than \$2.00 per meal. Over 100 county residents volunteered at the Yolo Wayfarer Center.

Oversight

A Board of Directors, comprised of 13 community members, oversees the operation of the Yolo Wayfarer Center. At least one seat on the Board is reserved for a representative of the faith community and two seats are reserved for formerly homeless individuals. The remaining seats are filled with approval of the seated board members. The Board meets once a month.

COMMENTS

The Yolo Wayfarer Center is one of only three emergency centers in the county. In West Sacramento, Broderick has a day-use shelter, which provides food and

showers, and a place to receive mail. The Davis Community Center can accommodate 12 overnight clients.

The Yolo County Grand Jury commends the efforts of the dedicated individuals who staff the Wayfarer Center and Walter's House. Decreased funding and increased demand for their services have taxed their ingenuity to do more with less.

The Walter's House staff is concerned that demand for their program will increase while funding sources will become more difficult to obtain as all levels of government suffer significant revenue decreases. The Grand Jury encourages the County to continue funding this essential service to our community.

Winters Joint Unified School District

SUMMARY

Despite a declining enrollment, the Winters Joint Unified School District administration has been able to maintain classroom size and services. High school graduation examination passage rate is over 80% in the 10th grade, and 99% by the end of 12th grade. There were only four expulsions in the last academic year.

The district, in collaboration with the city and county is building a new library next to the high school. The library will be available to the entire community and become part of the Yolo County Library system.

REASON FOR VISIT

Section 925 of the California Penal Code authorizes the Grand Jury to investigate and report upon the operations of any agency or district within the county. Pursuant to the statute, on December 17, 2008, the Grand Jury visited the Winters Joint Unified School District office at 909 W. Grant Ave., Winters, CA 95694.

ACTIONS TAKEN

Members of the Grand Jury met with the Interim Superintendent and the Chief Business Officer. They also reviewed the following documents:

- General Fund Summary for the period ending Nov. 30, 2008
- Graduation requirements
- Suspension and expulsion/due process policy document
- School Accountability Report Card (required by the state) for Winters High School, 2006-7

- Statistics on Academic Performance Index (API) and California High School Exit Exam (CaHSEE) passage rates
- Statistics on expulsions and suspensions

WHAT THE JURY DETERMINED

According to the Interim Superintendent, the district has experienced a declining enrollment in eight of the last nine years totaling 16%, with a resulting loss in income. The current student population is about 1,700.

Thus far the district has been able to maintain small class size – a ratio of 27 to 1 in grades 4 through 12, and a ratio of 20 to 1 in grades K through 3. The average class size is 25.

A review of the budget showed that since 2002-2003, the District has made annual reductions in expenditures (e.g., eliminating positions, setting aside funds). They have certified to the County that they are able to meet current year and next two budgetary year obligations.

With regard to academic performance, the high school exit exam (CaHSEE) is given in the 10th grade. District passage rates in language and math are 80%. The passage rate is 99% by end of 12th grade.

In the 2007-2008 school year there were two expulsions from Winters High School: 1) possession of a controlled substance and a weapon; 2) use of threat, force, and possession of a weapon. There were two expulsions from Wolfskill Continuation High School: 1) disruption, 2) obscenity and disruption. The total number of expulsions (4) was down from the previous year's district total of 15.

To solve the problem of inadequate library services for the high school and the community, the School District and County entered into a joint powers agreement to construct a library and community center. The facility will be located on the high school campus. The building is expected to be completed by August 2009. The District's contribution to the agreement is the land and \$400,000 for construction. The majority of the construction costs are borne by the County, which will own the facility. The library will become a part of the Yolo County Library system.

COMMENTS

The district appears to have made prudent fiscal decisions in anticipation of decreasing revenues.

The creation of a library community center by the School District, City, and County is a laudatory example of pooling resources to meet the needs of a multiple constituency.

Yolo County Office of Education

REASON FOR VISIT

Section 925 of the California Penal Code authorizes the Grand Jury to investigate and report on the operations of any department which functions within the county. Pursuant to that statute, the 2008-2009 Yolo County Grand Jury visited the Yolo County Office of Education (YCOE) at 1280 Santa Anita Court, Suite 100, in Woodland.

ACTIONS TAKEN

On September 30, 2008, members of the Grand Jury met with the Superintendent of Schools, the Associate Superintendent for Administrative Services, and the Associate Superintendent for Educational Services. A tour of YCOE facilities concluded the visit.

The Grand Jury sought to learn more about the

- authority and oversight roles of the County Office of Education and the County Board of Education;
- range of operations of the YCOE;
- types of educational services offered; and
- fiscal condition of the YCOE.

WHAT THE JURY DETERMINED

In Yolo County, the County Superintendent and County Board of Education members are elected. State law largely defines the authority of each. Although they are separately elected, the Board has some authority separate from that of the Superintendent, as shown below.

The County Board

- hears appeals of school district decisions on inter-district transfers and student expulsions;
- authorizes changes in local school trustee residence boundaries;
- sets policy for the Juvenile Detention Facility school, community alternative schools, and the Regional Occupational Program (ROP);
- shares oversight of the Head Start Program with the County Superintendent; and
- reviews and approves the budget for the YCOE, which is administered by the Superintendent.

The YCOE, headed by the County Superintendent of Schools,

- oversees the fiscal status of the five school districts within the county;
- administers the schools and programs operated by the county (e.g., the Juvenile Detention Facility school, Midtown Community School, Einstein Education Center, and ROP). It oversees the Head Start/

Early Head Start Program jointly with the County Board of Education;

- has authority over YCOE personnel decisions;
- offers professional development services to teachers, administrators, staff, and county residents; and
- reviews the proposed budgets for each school district in the county on an annual basis.

The Superintendent can make a Negative Declaration on a district budget that appears to be in trouble. In such a circumstance, the YCOE offers assistance or a district may seek the assistance of budget experts from the state. At the time of our visit, the YCOE administrators stated that no district in Yolo County was under a Negative Declaration.

The 2008-2009 budget for the County Office of Education is \$32,865,217. Over 15 million dollars of that amount (most of it from the state and federal governments) goes to support special education programs and facilities throughout the county.

The YCOE employs 216 full-time-equivalent personnel (including teachers and staff). Using Certificates of Participation, the YCOE purchased buildings in the northeastern section of Woodland. Completed in June 2005, the remodel provides office facilities and conference rooms for small and large group meetings.

COMMENT

The Grand Jury found no reason for further investigation at the time of the visit.

APPENDIX

**Responses to the
2007-2008**

**Yolo County Grand Jury
Final Report**





**Woodland Joint Unified School District
(WJUSD)**

(former)
Dr. Jacki Cottingim, Superintendent
Woodland Joint Unified School District
630 Cottonwood Street
Woodland, California 95695

Clerk of the Court
Yolo County Superior Court
725 Court Street, Room 303
Woodland, California

Re: *Response to Yolo County Grand Jury Report by (former)*
Superintendent of Woodland Joint Unified School District Dr. Jacki Cottingim

Dear Clerk:

Enclosed please find one original and five copies of the Response to Yolo County Grand Jury Report of Dr. Jacki Cottingim (former Superintendent, Woodland Joint Unified School District) for filing today. Please return the filed-endorsed copies to my messenger.

Sincerely,



Dr. Jacki Cottingim

Cc: Judge Steven M. Basha
Judge of the Yolo County Superior Court

Board of Supervisors, Yolo County

Board of Trustees
Woodland Joint Unified School District

Dr. Carmella S. Franco, Interim Superintendent
Woodland Joint Unified School District

**RESPONSE TO YOLO COUNTY GRAND JURY REPORT
BY (FORMER) SUPERINTENDENT DR. JACKI COTTINGIM**

I. INTRODUCTION

At the time I was provided a copy of the grand jury report, I was the Superintendent of the Woodland Joint Unified School District, but several weeks ago, I left the District to assume a new position. The details of my response are set forth below, and although I am no longer at the District and cannot respond personally to recommendations directed at the District, I believe that the District Board of Trustees (“Board”) acted in the best interests of the community, and that it will continue to do so.

A grand jury may investigate and report on public offenses and misconduct of a school district, and review its finances. A grand jury is not authorized to roam at will or to replace the discretion of the elected officials of a school district. Here, even if one takes the grand jury report at face value, the grand jury has not found any relevant, material or on-going misconduct or public offenses. Instead, the grand jury chose to substitute its own opinion as to how the Woodland Joint Unified School District (“District”) should spend its money. It focuses its attention on alleged violations and/or actions that even if found to be accurate, have already been corrected, terminated, and/or superseded by actions of the Board. In doing so, the grand jury has ignored numerous available documents or perhaps has misinterpreted their meaning.

A. Brown Act

The grand jury’s criticism of the District’s Board of Trustees with respect to Brown Act compliance bears little, if any, relevance with respect to any current or future transaction that the District has pursued or may pursue. Despite the publication date of June 30, 2008, most of the criticism related to the Brown Act relates to a 2007 purchase agreement that was terminated on March 10, 2008. Accordingly, that transaction was terminated before all, or nearly all, of the investigation undertaken by the grand jury, and three (3) months prior to the issuance of the grand jury’s report. The bases for the grand jury’s conclusions are dated and irrelevant, at best.

Indeed, prior to the start of the grand jury’s investigation, the District’s Board had held open sessions with the public in Board meetings to air the potential issues relating to the District’s office relocation. The grand jury ignores that the District’s Board took action in open session on February 16, 2006 to adopt a Facilities Master Plan that detailed the fact that the District should and would purchase a site for the District offices and to relocate them. The Board wisely took this under consideration over two and a half years prior to the November, 2008 end date of its current lease.

Since January, 2008, the Board held meetings in open session and publicly discussed the matters for which it is criticized. On January 24, 2008, the District had its attorney and governmental financial advisor present in open session the same information that the Board had considered in closed session. Also, during the course of these meetings, the District received public comments prior to agreeing to a lease/purchase agreement for the Blue Shield Building. Several of these public comments either came from the current owner of the property being leased to the District,

or his representatives. The District also received other comments from employees stating that they supported the move either because they became sick in the current building or because they supported the decision by the Board to move them in order to minimize or eliminate the possibility they might become sick from the premises.

Further, the grand jury's findings/recommendations relating to Brown Act compliance contain misguided analysis of the law. For instance, the grand jury cited Board meeting agendas that it contends were not in compliance with the Brown Act for failure to identify the property being discussed. The grand jury rests its conclusion on the sole fact that the agendas did not include the address of certain properties discussed. In fact, the subject agendas show that the property at issue, the Blue Shield Building, was identified by name and/or parcel number in every case, and by address in addition to the other information on other occasions.

The Blue Shield Building is a well-known building in Woodland, and the Board met legal requirements and substantially complied with the Brown Act in listing it by name and parcel number. Notwithstanding the Board's prior compliance with the Brown Act by listing the building by name and/or parcel number, the other agendas also listed the Blue Shield building's address, in addition to the name and/or parcel number. Under these facts, the conclusion reached by the grand jury lacks any real perspective and is based on an overly narrow reading of the law.

To the extent the grand jury further concludes that any meetings arising out of agendas that listed "only" the name and/or parcel number of the Blue Shield Building, were improper, this again is erroneous. Where the property has been identified with enough detail to let the public know what property is being discussed, the purpose of the Brown Act has been effectuated.

Further, the grand jury's statement regarding availability of meeting minutes is inaccurate. The minutes of the March 10, 2008 Board Meeting were approved on March 27, 2008, and were posted and available for review on March 28, 2008.

B. Due Diligence, Decision-Making Process, and Other Issues

The grand jury's conclusions regarding the due diligence work conducted by the District show a fundamental lack of understanding. Nearly any person who owns a home and carries a mortgage, and who decided to do so in lieu of renting a home, could understand the benefits of a purchase over a lease to the District.

The grand jury ignores the fact that a purchaser with a 30 year payment schedule accrues equity and after 30 years owns both property and the building that sits upon it with all improvements made in the interim. On the other hand, a lessor pays rent, builds no equity, acquires no interest, and cannot take advantage of improvements to property when the lease ends.

Further, it appears that the grand jury fails to account for any time period prior to January, 2007, which causes it to reach an erroneous conclusion. The District had discussed whether a purchase might be more advantageous than a lease for District properties prior to the adoption of its 2006 Master Plan. Indeed, the District started the process of considering a purchase in comparison to a lease two (2) years prior to the expiration of the lease at the Cottonwood property, which expires in November, 2008. At the time the Facilities Master Plan was adopted, the Board was

anticipating costs over \$337 per square foot. The notes for the February 16, 2006 Board Consideration of the Facilities Master Plan are publicly available documents. According to the real property negotiator, the cost of the Blue Shield Building projects at approximately \$185 per square foot.

Also, the District took into account estimated costs of the COP (actual costs cannot be determined until the COPs are actually sold on the bond market). These estimates were provided by the District's financial consultants, Government Financial Strategies, Inc., whose expertise in this area is above reproach.

The District took into account State deficits and the District's ability to afford the purchase of this facility. A financial analysis was done and was shared with the Board that reflected that over a time period of 16 years, the District's revenues increased an average of 3.74% per year and based on that fact, we were able to afford an increase of 3% per year in our debt service payments for the Blue Shield facility. The District took into account space needs.

In addition, the grand jury assumes that the current lease for the Cottonwood space would have remained constant throughout the next 30 years when the District would need the property. Instead, a more realistic assumption, which was applied during the consideration of alternatives, would have been that the lease cost could have increased by approximately 3% per year, and ultimately by year 30, the District's lease payment would be approximately \$716,000 per year in year 30. Also, the grand jury erroneously states the lease offer this year was for \$276,000, when the actual lease offer was for \$295,000.

The grand jury also failed to account for several other concrete benefits of a potential purchase compared to the District's current lease. The owner of the Blue Shield building offered to make improvements of up to \$2,000,000 to improve that property, which was included in the proposed lease rate of \$445,000 annually. With a lease/purchase option, the value of \$2,000,000 of improvements has the opportunity to accrue to the benefit of the District.

Dan Logue, the owner of Cottonwood property, made no such offer to the District for improvements and over the course of a potentially renewed lease, the District would have had to pay for improvements from its own funds and would lose the benefit of such improvements at the end of its lease term.

Further, Logue and/or his representatives failed to timely and adequately respond to inquiries from the District regarding the Cottonwood site. The District's representatives made over 24 attempts to contact Logue prior to a face to face meeting in July, 2007. Logue did not have a copy of his own existing lease, and requested a copy of it from the District in October, 2007.

After the July, 2007 meeting, the District and its consultants attempted numerous times to determine if Logue would be willing to sell the Cottonwood property, and even though Logue's family constructed the building, Logue has no building plans available to the District for its review. Only after months of ignoring these attempts to have a discussion between the District and Logue did Logue offer to extend the lease at the Cottonwood site on November 26, 2007.

As to contamination, a report from the California Regional Water Quality Control Board ("CRWQCB") to Cottonwood Investors dated September 27, 2007, related to non-compliance

with its orders. Also, a report dated September 24, 2007 from CRWQCB noted employee complaints of headaches. These documents are available.

Nevertheless, the reason for purchasing a new office was never attributed to unsafe conditions. The grand jury has confused the statements. The fact that significant liability for chemical clean up was the reason given for not purchasing the Cottonwood site, where the District had its current lease.

Whether the Cottonwood site is safe or unsafe has nothing to do with the financial planning that went into the decision to purchase a building, whether it was the Blue Shield Building or any other property.

As to the other issues, the requested responses to findings and recommendations are set forth below.

II. RESPONSE TO FINDINGS

Finding F2: Closed Session meeting agendas did not contain required information, in violation of the Brown Act.

The respondent disagrees with this finding. The District's Board agendas complied with the requirements of the Brown Act, Government Code sections 54954.5 and 54945.8, by including sufficient information to inform the public which building(s) the Board was considering. The Board agendas included the name of the Blue Shield building and/or the parcel number of the property, and/or its address. The point of the listing requirements for Board agendas is to let the public know what building was being discussed, and the Blue Shield Building is one of the most well known buildings in town.

Finding F3: Action was taken during closed session meetings of the District's Board of Trustees in violation of the Brown Act.

The respondent disagrees with this finding. The grand jury has failed to list any "action" that was taken in closed session in violation of the Brown Act. I do not believe that the Board violated the Brown Act, or if it did, it did so without intent to do so. Further, the Brown Act relates to the Board as the legislative body, not a District employee or administrator, so requiring a superintendent to respond to this finding is inappropriate. A school superintendent is not a member of the legislative body, and cannot violate the Brown Act and cannot dictate to a Board what it can, or cannot, do. To the best of my ability at all relevant times, I gave the Board my best advice with respect to complying with the Brown Act and believe that the Board followed that advice.

Finding F4: The District did not report in a public session on the plan to purchase the Blue Shield building until at least 12 months after planning and negotiations had begun. The purchase of the Blue Shield building was discussed in public sessions only three times.

The respondent disagrees with this finding. The District's Facilities Master Plan, which was adopted on open session in February, 2006, shows the Board intended to purchase a building for its District offices. Further, the grand jury's powers related to investigation of misconduct, which they did not find, and this finding fails to state that anything the Board did was legally improper. This finding is a criticism without any citation to an alleged misconduct or violation of law or legal requirement. Again, this finding is irrelevant as to a superintendent as the superintendent cannot dictate a Board's actions.

Finding F5: The Board failed to comply with the open meeting requirements of the Brown Act during its consideration and discussion of questions relating to relocation of the District's central administrative offices and acquisition of the Blue Shield property. Consideration and discussion of these matters could have been the subject of open and public meetings of the Board. Even if these matters were appropriate for closed confidential meetings, the determinations made, direction given, and/or the concurrence reached among a majority of the Trustees of the Board during these closed meetings constituted action which should have been promptly announced in public session.

The respondent disagrees with this finding. This finding is vague, but to the extent that this finding relates to the Board agendas, as discussed earlier, the Board agendas for closed session discussions related to the Blue Shield Building did comply with the Brown Act by providing the name, parcel number and/or address of the building, which is well known throughout town. As for whether the discussions could have been held in open session, that is a matter of opinion and fails to state that anything the Board did was legally improper. The grand jury appears to simply disagree with the Board, which is not the purpose of this body. In fact, the grand jury appears to be attempting to improperly substitute its judgment for the judgment of the elected Board members. Further, this finding is irrelevant as to a superintendent as the superintendent cannot dictate a Board's actions.

Finding F6: Only negotiation of price and terms of payment are permitted to be discussed in closed Board meetings relating to a real property purchase. The Brown Act requires all other issues concerning real property transactions be taken up in open, public meetings. The Board failed to adequately inform and educate the District's constituency about the nature of Certificates of Participation financing compared to traditional bond financing and the reasons for the Boards [sic] determination to use Certificates of Participation financing to acquire new central administrative offices.

The respondent disagrees with this finding. The grand jury's powers of investigation relate to misconduct, which they did not find. As with all of the findings, this finding once again fails to state that anything the Board did was legally improper. This finding is irrelevant to any applicable legal standard. Whether the Board should have educated the public about Certificates of Participation has nothing to do with discussions in a closed Board meeting. Once again, the grand jury fails to state any legal standard requiring the Board to educate the public about Certificates of Participation. Even so, the grand jury ignores the fact that the Board did have its governmental financing consultant, Lori Raineri, make a presentation at an open session Board meeting in January, 2008, which was five months prior to the issuance of the grand jury report.

The grand jury fails to state anything illegal or improper about using Certificates of Participation, and they are a commonly used financial vehicle for school financing. The grand jury also fails to state that the Superintendent did anything improper or illegal with respect to this finding.

Again, a school superintendent is not a member of the legislative body, and cannot violate the Brown Act and cannot dictate to a Board what it can, or cannot, do. To the best of my ability at all relevant times, I gave the Board my best advice to the Board with respect to complying with the Brown Act.

Finding F7: Timely open and public discussion of the Board's program for new central administrative office facilities may have minimized or prevented the controversy which greeted the Board's eventual public disclosure of the Blue Shield property acquisition and financing transactions.

The respondent disagrees with this finding. This finding is irrelevant to any applicable legal standard. The grand jury fails to state that anything the Board or Superintendent did was legally improper. This finding appears to be a criticism without any citation to an alleged violation of law or legal requirement that the Board or staff failed to follow or acted to violate. While it may be in their political best interests, it is not the Board's duty to prevent controversy.

Further, when the matter was discussed in several open session meetings, several of these public comments either came from the current owner of the property being leased to the District, or his representatives. To state that a controversy exists in a way that implies public outrage is not accurate. In fact, less than ten citizens, including a minority of the Board, expressed dissatisfaction with the purchase.

Again, a school superintendent is not a member of the legislative body, and cannot violate the Brown Act and cannot dictate to a Board what it can, or cannot, do. To the best of my ability at all relevant times, I gave the Board my best advice to the Board with respect to complying with the Brown Act.

Finding F8: The Board determined to purchase the Blue Shield property based in significant part upon a philosophical view that “owning is better than renting” without undertaking any analysis to verify that purchasing would actually be more advantageous to the District than leasing the Blue Shield property or purchasing or leasing other property.

The respondent disagrees with this finding. This finding is inaccurate and ignores analysis and discussion dating back to as far as 2006, as well as subsequent analysis. Further, a school superintendent is not a member of the legislative body, and can neither violate the Brown Act nor dictate to a Board what it can, or cannot, do. Nonetheless, I believe the Board’s determination to purchase a property to house the District’s offices to be a well-researched and prudent decision. The District did take into account estimated costs of the COP (actual costs cannot be determined until the COPs are actually sold on the bond market). These estimates were provided by the District’s financial consultants, Government Financial Strategies, Inc., whose expertise in this area is above reproach.

The District did take into account State deficits and the District’s ability to afford the purchase of this facility. A financial analysis was done and was shared with the Board that reflected that over a time period of 16 years, the District’s revenues increased an average of 3.74% per year and based on that fact, we were able to afford an increase of 3% per year in our debt service payments for the Blue Shield facility. The District did take into account space needs. An extensive space needs analysis was already in process prior to looking at any available properties. Lastly, it was never the District’s intention to finance furniture. Equipment, in this case, refers to equipment in the building, like the heating and air conditioning systems, which would be included in the financing.

At the time the Facilities Master Plan was adopted, the Board was anticipating costs over \$337 per square foot. According to the real property negotiator, the cost of the Blue Shield Building projects at approximately \$185 per square foot.

In addition, the grand jury assumes that the current lease for the Cottonwood space would have remained constant throughout the next 30 years when the District would need the property. Instead, a more realistic assumption, which was applied during the consideration of alternatives, would have been that the lease cost could have increased by approximately 3% per year, and ultimately by year 30, the District’s lease payment would be approximately \$716,000 per year in year 30. Also, the grand jury erroneously states the lease offer this year was for \$276,000, when the actual lease offer was for \$295,000.

Finding F9: One main reason given to justify the purchase of the Blue Shield building – owning is better than leasing – indicated a flawed decision-making process, based on faulty assumptions and without verification of actual costs. It did not take into account the market, State deficits, cost of Certificates of Participation, space needs, and the cost of financing furniture and equipment for 30 years.

The respondent disagrees with this finding. This finding is inaccurate and ignores analysis and discussion dating back to as far as 2006, as well as subsequent analysis. Further, a school superintendent is not a member of the legislative body, and cannot violate the Brown Act and cannot dictate to a Board what it can, or cannot, do. Nonetheless, I believe the Board's determination to purchase a property to house the District's offices to be a well-researched and prudent decision. The District did take into account estimated costs of the COP (actual costs cannot be determined until the COPs are actually sold on the bond market). These estimates were provided by the District's financial consultants, Government Financial Strategies, Inc., whose expertise in this area is above reproach.

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At the time the Facilities Master Plan was adopted, the Board was anticipating costs over \$337 per square foot. According to the real property negotiator, the cost of the Blue Shield Building projects at approximately \$185 per square foot.

Finding F10: In closed session the Board of Trustees affirmatively rejected the notion of legal action to acquire the Blue Shield property by eminent domain proceedings. Yet the Trustees entered into a final and binding purchase agreement which stated that the purchase was made under actual threat of condemnation by the District.

The respondent disagrees with this finding. This finding fails to state that the Board did anything improper, fails to relate to any alleged Brown Act violation, and is a moot point as the purchase agreement to which the grand jury refers was terminated by the District before the Grand Jury investigation even began. It is my understanding that the California Constitution and the Code of Civil Procedure allow a public entity to acquire property by eminent domain. If a recital in the 2007 Purchase Agreement exceeded the Board's then existing direction, this did not change the terms of the Agreement, nor did it constitute a Board action. In fact, the Board voted for this agreement with the language in question included, negating any prior direction.

Furthermore, the issue is now moot because the 2007 Purchase Agreement was cancelled by the District on March 10, 2008. Therefore, that Agreement is no longer binding. The Purchase Agreement which is attached as an exhibit to the existing Lease with Option to Purchase does not include the language recited in the 2007 Purchase Agreement. In fact, the Lease with Option to Purchase, which the District entered into in May, 2008 does not mention eminent domain.

Finally, this finding relates to Board action, and as the former Superintendent, I did not take the action alleged, nor did I have a vote in such action.

Finding F11: The other reason given for the purchase of the Blue Shield building – that the Cottonwood Premises are unsafe – is misleading in light of evidence provided by the monitoring and remediation of the Cottonwood Center carried out over many years and the assessment of expert Yolo County and State of California agencies of the current environmental status of the Cottonwood Center.

The respondent disagrees with this finding. In fact, the evidence available to the grand jury is contrary to its statement that governmental agencies gave a “clean bill of health” to Cottonwood investors. A report from the California Regional Water Quality Control Board (“CRWQCB”) to Cottonwood Investors dated September 27, 2007, related to non-compliance with its orders. Also, a report dated September 24, 2007 from CRWQCB noted employee complaints of headaches. These documents are available.

Nevertheless, the reason for purchasing a new office was never attributed to unsafe conditions. The grand jury has confused the statements. The fact that significant liability for chemical clean up was the reason given for not purchasing the Cottonwood site, where the District had its current lease.

Further, this finding is misleading and irrelevant. The Board decided as early as 2006 to purchase a property to house the District offices. Whether the Cottonwood site is safe or unsafe has nothing to do with the financial planning that went into the decision to purchase a building, whether it was the Blue Shield Building or any other property. However, the District did have information that employees had made complaints related to the Cottonwood Premises that was dated September 24, 2007.

Finding F12: In the face of increasingly critical public sentiment and the continued resistance of a strong minority of the members of the Board to the Blue Shield acquisition, the District distorted the environmental status of their existing central administrative offices by sensationalizing environmental health risks associated with ground water contamination and air quality at the location. These actions appear to be calculated public relations efforts and do not appear to be warranted by any special health risk associated with working in or visiting the District’s existing central administrative offices. The District has had no record of employee health complaints at the Cottonwood Premises since 2001.

The respondent disagrees with this finding. This finding is inaccurate and irrelevant to any applicable legal standard. Although this finding is set into the Brown Act section of the grand jury report, it has nothing to do with Brown Act compliance or any alleged violation of the Brown Act. Also, the report from the California Regional Water Quality Control Board dated September 27, 2007, noted Cottonwood Investors’ non-compliance with its orders. Also, the

District had a report dated September 24, 2007 noting employee complaints of headaches. These documents are available.

Finding F13: The District's real property consultant was paid at rates up to \$150 per hour for work that should have been done by the District's commission real estate broker, costing the District tax payers unnecessary real estate consultant fees.

The respondent disagrees with this finding. To conduct the acquisition of property in the manner described by the grand jury would typically not be to the District's advantage. A broker locates property and gets a commission from the owner's proceeds. On other hand, the fees paid to Premier Commercial, Inc. for real estate advisory services, as referenced in this report, include work started in October 2005 for many various assignments on behalf of the District. These include an approximately \$15,000,000 land exchange for a new school site, with no outside brokers involved, operations and maintenance analysis for potential needs, ongoing advisory services for future District land needs for school sites. The fees associated with the Blue Shield purchase represent approximately 60% of the total fees paid. That said, these fees ran far higher than anticipated because of the large amount of time spent helping the District respond to the grand jury's disorganized and repetitive investigation. Also, the real property negotiator's fees ran higher because he was directed to re-negotiate the transaction with the seller of the Blue Shield Building numerous times due to the effect the grand jury investigation had on potential purchase and/or financing.

Finding F14: There is a conflict of interest created in hiring a real property consultant and a real estate broker from the same real estate services firm, a conflict which may result in direct monetary benefit to the consultant and/or the broker.

The respondent disagrees with this finding and the grand jury indicates in finding F1 that no conflict of interest was found. The real property broker, Mr. English, was engaged by the District to ascertain all marketplace opportunities. That is the role of a broker. One of the properties was the Blue Shield building. For this property, he would receive a commission from the listing broker, which would be paid by the owner of the property, but only upon successful consummation of such a transaction. This is commonplace in the industry, and has no actual bearing to the real estate advisory services provided by Mr. Sheldon, who individually does not provide brokerage services but acts in the capacity of an owner's representative. Mr. Sheldon provides ongoing real estate advisory services: analyzing options, negotiating on behalf of and at the direction of his clients.

Finding F15: There is no District policy in place regarding purchase order addenda for sums in excess of the maximum amount of the original purchase order approved by the Board of Trustees.

The respondent disagrees with this finding. This finding is incorrect. There is a procedure in place for purchase order addenda and that procedure was followed. The procedure is that purchase orders over \$15,000 required Board approval per Board Policy 3310. Individual addenda over \$15,000 also require Board approval. That is the procedure that has been in place and was followed.

Finding F16: The authorized financing of the Blue Shield property amortizes the full cost of purchasing, upgrading and equipping the Blue Shield property over 30 years notwithstanding that the future space needs assessment study only estimated that District's central office space needs for the next eight years.

The respondent disagrees with this finding. The grand jury's finding is misleading because seems to imply, incorrectly, that the District had either: a) ignored assessing needs after eight years; or b) would have no needs after eight years. Of course, neither is true. Needs assessments are typically not done for more than approximately 8-10 years because they become inaccurate after that length of time. That said, the District clearly is going to have needs longer than eight years, and for more than 30 years. The District will have needs for the space under consideration so long as it exists to serve the students of Woodland.

Further, this issue is moot because the financing through issuance of Certificates of Participation was authorized for the then existing Purchase Agreement which has been terminated. Due to the cloud of potential legal action resulting from the grand jury investigation, the District was forced to forego the previously authorized financing and cancel the Purchase Agreement. Further, the COP financing plan did not include "equipping" or furnishing the new District office space.

Finally, the needs analysis was substantially complete at the time of approval of the Purchase Agreement and approval of the COP financing plan, and both District staff and Board members were keenly aware of the particular suitability of the Blue Shield Building for new District office space. The fact that the Board will likely need to revisit space needs for the District office, as well as other school facilities, in the future does not obviate the need for space today. If in ten years the District does not need the entirety of the Blue Shield building for its District office, the Board at that time will have several options available to it to either down-size or make the best use of the space for other school purposes.

Finding F17: The Board authorized purchase price for the Blue Shield property of \$5.67 million, plus planned tenant improvements and upgrades of \$1,600,000 and \$565,000 for furnishings and equipment. After adding financing transactional expenses and interest costs associated with the Certificates of Participation financing plan, the District's financial advisor estimates total Blue Shield property cost amounts to more than \$21 million. This amount does not include \$233,568 in other consulting and attorneys' fees already incurred through April 9, 2008, nor does it include any fees to be incurred after April 9th.

The respondent disagrees with this finding. The COP financing plan did not include furniture and equipment, and in any case, the purchase agreement was terminated so this issue is moot. Additionally, to the extent the District pursues a full purchase of the Blue Shield building and property in the future, the Board will be presented with a new COP financing plan which takes into account the purchase price and tenant improvement costs, as set forth in the Lease with Option to Purchase Agreement.

Again, the new financing plan will not include furniture and equipment. The new COP financing plan will include, however, information regarding financing in the then existing market and the Board will need to make a determination of whether to pursue such a financing plan.

Finding F18: Material changes to the financial and credit markets since the Board's execution of the Blue Shield purchase contract have made long term mortgage borrowing, especially financing plans using mortgage payment guarantees, more difficult and more expensive. Yet the District still plans to proceed with purchase of the Blue Shield property on July 1, 2008. According to an email written by the Superintendent, the District plans "to lease the building and then purchase it when the cloud of the investigation has been lifted."

The respondent disagrees with this finding. This is an opinion, not a finding of any wrong doing. It is common knowledge that the financial market has been quite volatile over the past year, particularly with respect to lending for real property. The District is currently leasing the Blue Shield building until such time as the Board takes action to exercise one of its options to purchase the property outright. The decision to exercise such an option will likely depend heavily of the District's ability to secure funding. As previously stated, any new financing mechanism or vehicle will need to be taken to the Board for consideration and approval at the time such a decision is ripe. It is true that the Board intended to lease the building and then to exercise its right to purchase when the investigation was concluded, as it has been, with no evidence of any wrongdoing. As always, the exercise of this option will depend upon the market at the time.

Finding F19: The District's plan for payment of furniture and equipment required in the Blue Shield property in addition to extensive tenant improvements and upgrades is based upon a 30 year payment plan notwithstanding that the useful life of such furniture and equipment is typically many years fewer.

The respondent disagrees with this finding. The District is paying for furniture and equipment ("FF&E") from other District funding resources. These costs will not be paid as part of either the lease payments or future purchase price, if any, of the Blue Shield building. Thus, the grand jury's conclusions regarding the financing and useful life of FF&E are inaccurate and irrelevant.

Finding F20: The Board failed to perform and failed to require senior staff to perform adequate due diligence in its consideration of alternative office sites.

The respondent disagrees with this finding. The Board retained Premier Commercial Inc. as a consultant to assist in locating and leasing/purchasing new space for its District office. Premier Commercial conducted an extensive search for other properties in the area which could be suitable for a District office. Additionally, senior staff and Premier Commercial were directed by the Board to investigate other types of properties.

In response to this request, Premier Commercial investigated numerous other property types, including industrial, agricultural land and multi-user commercial sites. Upon review by senior District staff and Premier Commercial and after presentation to the Board, it was concluded that the cost to build out these types of properties for a District office would far exceed the cost to purchase the Blue Shield site.

Finding F21: The District withheld from the Board the actual, negotiable lease renewal offer of the Cottonwood Premises owner, leaving the Board with incomplete information upon which to make their decision to lease or purchase the Blue Shield property or to remain at the Cottonwood premises.

The respondent disagrees with this finding. During open session at a Board meeting on May 8, 2008, the attorney for the owner of the Cottonwood site, Dan Logue, presented the Board with a second offer to extend the existing 10-year lease on terms and conditions slightly different from the first offer received several months prior. There was no failure on the part of District staff to present this second offer. In fact, the owners presented it at the last possible moment at the Board meeting, only minutes prior to the Board taking action to approve the Lease with Option to Purchase Agreement.

The owner of Cottonwood made two separate offers to the District to extend its existing lease. The first lease offer was irrelevant because the Board had determined to buy a building, not lease one and the purchase of the Cottonwood site was not recommended because there were mounting complaints by District staff of headaches and nausea while at work. Thus, respondent was understandably concerned about allowing staff of the Pupil Services Department to continue

to work at the Cottonwood site. My recommendation with regards to a lease was to forego a decision on remaining at the Cottonwood site in light of the potential liability both for environmental clean-up of a known hazardous condition and for workers' compensation claims. Since, the Board had chosen to purchase a new site for its District office, the issue of continuing to lease a site, in any location, became moot.

Finding F22: The Superintendent demonstrated over-reliance upon the District's real estate consultant, at the expense of her own knowledge.

This finding is vague and lacks sufficient facts for respondent to respond, but to the extent it is capable of being understood, the respondent disagrees with this finding. Districts routinely hire experts, specialists and consultants to assist in carrying out critical functions of the District. To the extent that Premier Commercial is in the business of locating and negotiating the lease and/or purchase of real property, District staff, including respondent, properly relied upon its extensive knowledge and expertise in such matters. Respondent asked critical questions and solicited answers from District consultants to assure financial solvency and prudent decision making.

Finding F23: Decision makers, with few noteworthy exceptions, did not appear to be informed in areas critical to their role in the decision making process in connection with relocation of District administrative offices or acquisition of the Blue Shield property.

This finding is vague and lacks sufficient facts for respondent to respond. This finding appears to consist solely of opinion without any reference to facts.

Finding F24: The District's legal counsel worked to frustrate and limit the Grand Jury's requests to the District for information concerning the subject matter of this report and interviews of District officers.

The respondent disagrees with this finding. The grand jury fails to state facts supporting its finding that legal counsel worked to limit and frustrate it. As set forth in the attached correspondence, the grand jury's disorganized, repetitive requests for information in the form of document requests or multiple requests for testimony were frequently given on short notice, were vague, and substantially disrupted the District's educational mission by taking the time of staff and administrators away from their primary duties. The correspondence between legal counsel and the grand jury is available for review.

For instance, on one occasion, I was served with a subpoena on a Thursday afternoon to testify on a Saturday morning, when I already was already scheduled to attend an important community event with students. I was told by the subpoena server that I could tell no one about being subpoenaed, thus I would not even be able to tell the students why I was not present at an

activity where I was a dignitary. The law states that the grand jury's powers are bounded by reasonableness. The grand jury acted unreasonably by providing less than one and a half (1-1/2) days notice to appear and testify, without any hint of what I might testify about, and therefore, abused its powers.

Legal counsel merely requested that the grand jury, county counsel, and/or the district attorney work to help organize the grand jury's investigation. The correspondence also shows that the grand jury was disorganized in its approach, which necessitated the requests from counsel.

Further the grand jury's statement regarding emails is disingenuous. Prior to the grand jury investigation, the District had a policy to purge emails after approximately 100 days, and prior to any grand jury request for old emails, the District employees followed this policy. The grand jury failed to note the timing of its requests and preexisting District policy in its comments.

Finding F25: The Board of Trustees based the cost alternatives to the purchase of the Blue Shield property upon faulty assumptions and without verification of actual or most likely costs, resulting in a seriously flawed decision making process.

The respondent disagrees with this finding. Again, this is an extremely vague finding with no reference to what constituted the "faulty assumptions" or the "seriously flawed decision making process." Accordingly, respondent is unable to respond because it would require her to speculate as to its meaning.

Finding F26: The determination that owning the Blue Shield property was better than leasing the Cottonwood Premises, to the extent it is based upon comparable annual cost, was misinformed because the actual costs available to the District was approximately 60% of the first year COP expense.

The respondent disagrees with this finding. This finding is vague, but appears to be based on a gravely erroneous assumption that a lease payment would have remained constant. Further, this issue is moot and has been moot significantly before this report was issued. There is currently no COP financing plan, or any other funding mechanism, for the outright purchase of the Blue Shield building. As stated previously, the respondent understands that if the Board determines that it will exercise its option to purchase the Blue Shield building, it will revisit all available funding mechanisms, possibly including a new COP financing plan.

Finding F27: If the uninformed assumption that the annual rental would be approximately \$450,000 a year – or even \$414,000 a year – was correct, the annual costs of owning the Blue Shield property would very materially exceed the Cottonwood Premises lease payments because the COP payments are intended to escalate by 3% per year on a compounded basis.

The respondent disagrees with this finding. This finding states opinion or an argument, rather than fact and again ignores the likelihood that the cost of a lease payment would have gone up over the course of time. Further, this issue is moot. There is currently no COP financing plan, or any other funding mechanism, for the outright purchase of the Blue Shield building. As stated previously, it is respondent's understanding that if the Board determines that it will exercise its option to purchase the Blue Shield building, it will revisit all available funding mechanisms.

Moreover, to the extent the lease payments at Cottonwood were less than the costs the District would pay to purchase the Blue Shield building, I would have still recommended the purchase option. In my view purchasing an asset that will remain with the District in perpetuity for slightly more than it would cost to lease a space that the District would be required to vacate after ten years is no comparison.

Finding F28: The District undertook detailed negotiations and entered a letter of mutual intent fixing upon purchase of the Blue Shield property before the District's own study of future administrative office space needs was presented to the Board of Trustees. The price and terms of payment were agreed upon before any valuation study of the Blue Shield property was commenced.

The respondent disagrees with this finding. As stated above, although the needs analysis was substantially complete at the time of approval of the Purchase Agreement and approval of the COP financing plan, both District staff and Board members were keenly aware of the particular suitability of the Blue Shield Building for new District office space. The fact that the Board will likely need to revisit space needs for the District office, as well as other school facilities, in the future does not obviate the need for space today.

In addition, although there had been negotiation regarding the purchase price without the benefit of having a complete appraisal, one of the conditions precedent to the District's obligation to proceed with Purchase Agreement was that the District would have an appraisal prepared.

Although the District's appraised value was slightly less than the purchase price, the Board was advised of the difference between the two and elected to proceed with the sale on the ground that it would likely be more expensive to build a new District office on a vacant lot than to pay the slightly higher purchase price for an existing structure. Since the appraisal itself compared properties from other areas, and since the District was not free to purchase a building outside its boundaries, the Blue Shield Building was still the best value.

Finding F29: The Board failed to conduct timely due diligence in that they considered alternative central office locations after they had already decided upon and engaged in extensive negotiation for the purchase of the Blue Shield property.

The respondent disagrees with this finding. District staff and Premier Commercial conducted extensive research regarding alternate locations for the District office before and after the Board took action on December 13, 2007 to approve the purchase agreement, which was terminated in March, 2008.

As for the post-approval investigation, the Board was advised that it would have until March 14, 2008 to withdraw from the Purchase Agreement, without penalty and for any reason. To the extent concern was raised regarding the Board's decision to purchase the Blue Shield building, the Board took every action to ensure that its decision was sound. Accordingly, it directed District staff and Premier Commercial to do further investigation as to any other potentially suitable sites for a District office. Therefore, although some of the alternative site investigation was done after approval of the Purchase Agreement, the District would have been permitted, under the terms of the Agreement, to terminate the same and pursue other options for a District office site.

RESPONSE TO RECOMMENDATIONS

Recommendation 08-01: The District should engage a policy and practice of openness and cooperation toward the public with regard to major financial decisions. The Board of Trustees should engage in deliberation and decision making in public sessions in full compliance with the requirements of the Brown Act.

Response to Recommendation 08-01:

This recommendation is vague, but I believe that this recommendation has been implemented to the extent it can be implemented. The Board is already charged with Brown Act compliance, and I believe it will continue to comply. For instance, the Board agendas provide information to the public regarding the matters to be discussed. Here, the agendas prepared by staff properly identified a very well known building, the Blue Shield Building, its parcel number and/or its address. Notwithstanding the foregoing, since I am no longer at the District, there is nothing I can personally do to affect the District's future ability to follow this recommendation or otherwise respond. Given that my tenure with the District ended just a few weeks prior to the due date for this response, it is unreasonable to expect any further response from the interim superintendent for the District, as she has not had enough time to respond.

Recommendation 08-03: The Board and District administrators should share the public spirit of service to the community by organizing and conducting business in a way that increases public interest in District affairs, encourages public attendance and informs the public in open, shared deliberations and discussion.

Response to Recommendation 08-03:

This recommendation is vague, but I believe that this recommendation has been implemented to the extent it can be implemented. I believe that the District already shares a public spirit of service to the community, organizes and conducts its business in a way that increases public interest in District affairs, encourages public attendance and informs the public in open, shared deliberations and discussion. Indeed, in 2008 the District has increasingly worked to make its decisions publicly. Notwithstanding the foregoing, since I am no longer at the District, there is nothing I can personally do to affect the District's future ability to follow this recommendation or otherwise respond. Given that my tenure with the District ended just a few weeks prior to the due date for this response, it is unreasonable to expect any further response from the interim superintendent for the District, as she has not had enough time to respond.

Recommendation 08-07: The District should approach the expenditure of its monetary resources with a commitment to frugality, careful research, and open communication and disclosure of the Board's decision making process.

Response to Recommendation 08-07:

This recommendation is vague, but that this recommendation has been implemented to the extent it can be implemented. The fact that this district is solvent, losing no staff to budget cuts, meeting all of its financial obligations, and experiencing labor peace during these most difficult financial times fully demonstrates its commitment to frugality. I believe that the District already approaches the expenditure of its monetary resources with a commitment to frugality, careful research, and open communication and disclosure of the Board's decision making process.

Notwithstanding the foregoing, since I am no longer at the District, there is nothing I can personally do to affect the District's ability to follow this recommendation or otherwise respond. Given that my tenure with the District ended just a few weeks prior to the due date for this response, it is unreasonable to expect any further response from the interim superintendent for the District, as she has not had enough time to respond.

Recommendation 08-08: The Board should minimize use of long term consultants and, when possible, utilize qualified District personnel to their full advantage, both to reduce expenses and to increase accountability of individuals acting on behalf of the District.

Response to Recommendation 08-08:

This recommendation is vague, but this recommendation has been implemented to the extent it can be implemented. I believe that for all current and relevant Board decisions that this Board and District administration did conduct thorough research and analysis and/or require competent consultants to conduct such research and analysis for them, and that it openly shared issues and conducted their business in a manner that is consistent with the public's trust. Once again, the consultants employed advised in areas where the current staff were not experts. Notwithstanding the foregoing, since I am no longer at the District, there is nothing I can personally do to affect the District's ability to follow this recommendation or otherwise respond. Given that my tenure with the District ended just a few weeks prior to the due date for this response, it is unreasonable to expect any further response from the interim superintendent for the District, as she has not had enough time to respond.

Recommendation 08-09: The District should establish a policy requiring that all District consultants act on behalf of the District only pursuant to a written contract which details the services to be provided to the District, the reporting relationship between the consultant and a specific District officer or the Board, identify the District office or officers authorized to direct the work of the consultant and establish the maximum amount of compensation payable to the consultant without further specific Board authorization.

Response to Recommendation 08-09:

This recommendation has been implemented. The District did follow a process such as that identified above. Notwithstanding the foregoing, since I am no longer at the District, there is nothing I can personally do to affect the District's ability to follow this recommendation or otherwise respond. Given that my tenure with the District ended just a few weeks prior to the due date for this response, it is unreasonable to expect any further response from the interim superintendent for the District, as she has not had enough time to respond.

Recommendation 08-10: The Board of Trustees should establish a policy regarding Board authorization and payment of addenda to purchase orders which aggregate to more than \$15,000 maximum expenditure authority delegated by the Board to the Superintendent.

Response to Recommendation 08-10:

This recommendation has been implemented. There is and has been an effective process in place my entire tenure with the District regarding authorization for expenditures. The fact that the grand jury found no wrongdoing in this area demonstrates this well. Notwithstanding the foregoing, since I am no longer at the District, there is nothing I can personally do to affect the District's ability to follow this recommendation or otherwise respond. Given that my tenure with the District ended just a few weeks prior to the due date for this response, it is unreasonable to expect any further response from the interim superintendent for the District, as she has not had enough time to respond.

Recommendation 08-11: The Board of Trustees and School District should avoid even the slightest conflict of interest between or among vendors.

Response to Recommendation 08-11:

This recommendation is vague, but I believe that this recommendation has been implemented to the extent it can be implemented. Since there was no finding that the Board of Trustees or the District had a conflict of interest between or among vendors and therefore, it would appear that if the District simply continues to follow the normal rules relating to conflicts of interest then it will legally satisfy this recommendation. This recommendation does not relate to a factual finding by the grand jury of a conflict of interest or any other violation of an applicable legal standard. In fact, the grand jury's finding F1 states that there was no conflict of interest found. Further, the grand jury did not find other conflict of interest existed, but merely speculated that one had the capacity to occur. Notwithstanding the foregoing, since I am no longer at the District, there is nothing I can personally do to affect the District's ability to follow this recommendation or otherwise respond. Given that my tenure with the District ended just a few weeks prior to the due date for this response, it is unreasonable to expect any further response from the interim superintendent for the District, as she has not had enough time to respond.

Recommendation 08-12: The Board and District administrators should exercise due diligence techniques and research, documenting its analyses underpinning important financial decisions and actions such as purchase or lease of capital assets. They should carefully consider alternatives, financial arrangements, and the economy when considering purchase of real property. They should also ensure understanding of important financial and contractual arrangements presented by District administrators and consultants.

Response to Recommendation 08-12:


This recommendation is vague, but I believe that this recommendation has been implemented to the extent it can be implemented. The Board was elected to apply its best judgment, and the grand jury cannot substitute its opinion for that of the Board just because it disagrees with the decision(s) the Board may have made. The District already complies with this recommendation and took over two years to consider the purchase of property for the District offices dating back to at least the approval of the Facilities Master Plan in February, 2006, if not earlier. Notwithstanding the foregoing, since I am no longer at the District, there is nothing I can personally do to affect the District's ability to follow this recommendation or otherwise respond. Given that my tenure with the District ended just a few weeks prior to the due date for this response, it is unreasonable to expect any further response from the interim superintendent for the District, as she has not had enough time to respond.

Recommendation 08-13: The District Superintendent should read and have first-hand knowledge of all reports germane to her position.

Response to Recommendation 08-13:

This recommendation has been implemented. I read and had general knowledge of all materials germane to my position with respect to the District's purchase of property during my tenure at the District, and passed on my knowledge and understanding to the decision makers, the Board. Here, it was unreasonable and unfair for the grand jury to call me to testify numerous times, without any notice of the topics to be covered, with an expectation that I drop my duties for the ongoing operations of the District in order to memorize and respond to the fine points of hundreds of pages of reports and presentations. Notwithstanding the foregoing, since I am no longer at the District, there is nothing I can personally do to affect the District's ability to follow this recommendation or otherwise respond. Given that my tenure with the District ended just a few weeks prior to the due date for this response, it is unreasonable to expect any further response from the interim superintendent for the District, as she has not had enough time to respond.

Dated: August 25, 2008



Jacki Cottingim, Former Superintendent
Woodland Unified School District

*Board of Trustees
Woodland Joint Unified School District
630 Cottonwood Street
Woodland, California 95695*

September 16, 2008

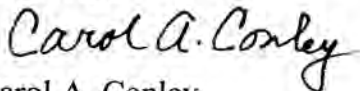
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Yolo County Superior Court
725 Court Street, Room 303
Woodland, California

Re: *Response to Yolo County Grand Jury Report by Board of Trustees
(Woodland Joint Unified School District)*

Dear Clerk:

Enclosed please find one original and five copies of the Board's Response to Yolo County Grand Jury Report for filing today. Please return the filed-endorsed copies to my messenger.

Sincerely,



Carol A. Conley
Interim Executive Assistant
Superintendent's Office
Woodland Joint Unified School District

Cc: Judge Steven M. Basha
Judge of the Yolo County Superior Court

Board of Supervisors, Yolo County

Board of Trustees
Woodland Joint Unified School District

FILED
YOLO COUNTY
SUPERIOR COURT

RESPONSE TO YOLO COUNTY GRAND JURY REPORT BY
BOARD OF TRUSTEES OF WOODLAND JOINT UNIFIED SCHOOL DISTRICT

SEP 16 2008

/KUNCLARKSON
Deputy

I. INTRODUCTION

The Board of Trustees for the Woodland Joint Unified School District ("Board") hereby submits its response to the Yolo Grand Jury Report dated June 30, 2008. The Board responds to the findings and recommendations below, and also responds to the material issues in this introduction.

A. Brown Act

The grand jury's criticism of the District's Board of Trustees with respect to Brown Act compliance bears little, if any, relevance with respect to any current or future transaction that the District has pursued or may pursue. Despite the publication date of June 30, 2008, most of the criticism related to the Brown Act relates to a 2007 purchase agreement that was terminated on March 10, 2008. Accordingly, that transaction was terminated before all, or nearly all, of the investigation undertaken by the grand jury, and three (3) months prior to the issuance of the grand jury's report.

Prior to the start of the grand jury's investigation, the District's Board held open sessions with the public in Board meetings to air the potential issues relating to the District's office relocation. The District's Board held a study session on February 16, 2006, to consider a Facilities Master Plan that detailed options for relocating the District offices. The Board took this under consideration over two and a half years prior to the November 2008 end date of its current lease.

Since January, 2008, the Board held meetings in open session and publicly discussed the matters related to the relocation of the District office. On January 24, 2008, the District had its attorney and governmental financial advisor present in open session the same information that the Board had considered in closed session. Also, during the course of these meetings, the District received public comments prior to agreeing to a lease/purchase agreement for the Blue Shield Building. Several of these public comments came from the owner of the property currently being leased to the District, or his representatives. The District also received other comments from employees stating that they supported the move either because they became sick in the current building or because they supported the decision by the Board to move them in order to minimize or eliminate the possibility they might become sick from the premises.

Further, the grand jury's findings and recommendations relating to the Brown Act cite Board meeting agendas that it contends were not in compliance with the Brown Act for failure to identify the property being discussed. Actually, the subject agendas show that the property at issue, the Blue Shield Building, was identified by name and/or parcel number in every case, and by address in addition to the other information on other occasions.

The Blue Shield Building is a well-known building in Woodland, and the Board met legal requirements and substantially complied with the Brown Act in listing it by name and/or parcel number. Notwithstanding the Board's prior compliance with the Brown Act by listing the building by name and/or parcel number, the other agendas also listed the Blue Shield Building's

address, in addition to the name and/or parcel number. Where the property has been identified with enough detail to let the public know what property is being discussed, the intent of the Brown Act has been met.

Further, the grand jury's statement regarding availability of meeting minutes is inaccurate. The minutes of the March 10, 2008, Board Meeting were approved on March 27, 2008, and were available for review on March 28, 2008.

In sum, the Board intends to continue to conduct its business in the most appropriate manner and will continue to further the goals of open meeting laws. The Board and key staff members will receive training on Brown Act compliance on September 27, 2008. Further, the Board intends to schedule Brown Act training for new Board members and periodic refresher training for other Board members.

B. Due Diligence, Decision-Making Process, and Other Issues

The grand jury criticizes the Board's decision to purchase a site for its offices, but its analysis does not include the fact that a purchaser with a 30 year payment schedule accrues equity and after 30 years owns both property and the building that sits upon it with all improvements made in the interim. On the other hand, a lessor pays rent, builds no equity, acquires no interest, and cannot take advantage of improvements to property when the lease ends.

Further, it appears that the grand jury did not take into account any time period prior to January 2007, which may have contributed to an erroneous conclusion. The District discussed whether a purchase might be more advantageous than a lease for District properties prior to the adoption of its 2006 Master Plan. Indeed, the District started the process of considering alternatives to leasing two (2) years prior to the November 2008 expiration of the Cottonwood property lease. At the time the Facilities Master Plan was adopted, the Board was anticipating costs over \$336 per square foot. The minutes for the February 16, 2006, Board Consideration of the Facilities Master Plan are publicly available documents. According to the real property negotiator, the cost of the Blue Shield Building was determined to be approximately \$185 per square foot.

Also, the District took into account estimated costs of the Certificates of Participation (COP) (actual costs cannot be determined until the COPs are actually sold on the bond market). These estimates were provided by the District's financial consultants, Government Financial Strategies, Inc.

The District took into account State deficits and the District's ability to afford the purchase of this facility. A financial analysis was conducted and considered by the Board that reflected that over a time period of 16 years, the District's revenues increased an average of 3.74% per year and based on that fact, an increase of 3% per year in debt service payments for the Blue Shield facility was affordable. As part of this analysis, the District also took into account space needs.

In addition, the grand jury assumes that the current lease for the Cottonwood space would have remained constant throughout the next 30 years when the District would need the property. Instead, a more realistic assumption, which was applied during the consideration of alternatives, would have been that the lease cost could have increased by approximately 3% per year, and the District's lease payment would be approximately \$716,000 per year in year 30.

The grand jury also did not account for several other concrete benefits of a potential purchase compared to the District's current lease. The owner of the Blue Shield Building offered property improvements which were included in the proposed lease rate of \$445,000 annually and the purchase price. The owner of Cottonwood property made no such offer to the District for improvements. In fact, the owner and/or his representatives failed to timely and adequately respond to inquiries from the District regarding the Cottonwood site. The District's representatives made over 24 attempts to contact the owner prior to a face to face meeting in July 2007. The owner did not have a copy of his own existing lease, and requested a copy of it from the District in October 2007.

After the July 2007 meeting, the District's consultant attempted numerous times to determine if the owner would be willing to sell the Cottonwood property, and even though owner's family constructed the building, the owner had no building plans available to the District for its review. Only after months of ignoring these attempts to have a discussion between the District and the owner did the owner offer to extend the lease at the Cottonwood site on November 26, 2007.

Regarding contamination, the condition of the Cottonwood site is irrelevant to the financial considerations supporting the decision to purchase a building, whether it was the Blue Shield Building or any other property.

A report from the California Regional Water Quality Control Board ("CRWQCB") to Cottonwood Investors dated September 27, 2007, related to non-compliance with its orders for environmental cleanup. Also, a report dated September 24, 2007, from CRWQCB noted employee complaints of headaches. These documents are available and contradict implications in the grand jury report that the Cottonwood premises were deemed safe.

Nevertheless, the reason for purchasing a new office was never attributed to unsafe conditions at the Cottonwood site. However, the fact that the District might have significant long-term liability for chemical clean up if it purchased the Cottonwood site was certainly one reason not to purchase it.

Further, the grand jury's statement regarding emails is disingenuous. Prior to the grand jury investigation, the District had a practice of purging emails after approximately 100 days, and prior to any grand jury request for old emails, the District employees followed this practice. This practice was explained to the grand jury and accepted during the investigation at least twice. Also, the grand jury failed to note the timing of its requests and preexisting District practice in its comments, and it also failed to note the explanations provided by the District to which it had not previously objected.

II. RESPONSE TO FINDINGS

Finding F2: Closed Session meeting agendas did not contain required information, in violation of the Brown Act.

The respondent disagrees with this finding. The District's Board agendas complied with the requirements of the Brown Act, Government Code sections 54954.5 and 54945.8, by including

sufficient information to inform the public which building(s) the Board was considering. The Board agendas included the name of the Blue Shield Building and/or the parcel number of the property, and/or its address. The point of the listing requirements for Board agendas is to let the public know what building was being discussed, and the Blue Shield Building is a well known building in Woodland. The agendas listed the property and the reason for listing the property, i.e. that it was being considered for a potential District office location.

Finding F3: Action was taken during closed session meetings of the District's Board of Trustees in violation of the Brown Act.

The respondent disagrees with this finding. To the extent that the grand jury's finding relates to its assertion that a non-compliant agenda means that a closed session meeting was not authorized, the District replies that the Board agendas complied with the requirements of the Brown Act, Government Code sections 54954.5 and 54945.8, by including sufficient information to inform the public which building(s) the Board was considering. The Board agendas included the name of the Blue Shield Building and/or the parcel number of the property, and/or its address. The point of the listing requirements for Board agendas is to let the public know what building was being discussed, and the Blue Shield Building is a well known building in Woodland. The agendas listed the property and the reason for listing the property, i.e. that it was being considered for a potential District office location.

Further, to the extent that this relates to other information, the Board had its attorney and/or consultants present material in open session on January 24, 2008, that was the same as the closed session presentations so that any alleged discussion in excess of what was allowed under the Brown Act could be heard in open session. Ultimately, the action for which the Board is most criticized by the grand jury, the purchase of the Blue Shield Building, was terminated.

During the early part of 2008, when the Board was considering its options, it held open sessions wherein approximately 12-13 people made comment regarding the topic of the Blue Shield Building. These open sessions were held prior to the Board's approval of the current lease/purchase option in May 2008.

Finding F4: The District did not report in a public session on the plan to purchase the Blue Shield Building until at least 12 months after planning and negotiations had begun. The purchase of the Blue Shield Building was discussed in public sessions only three times.

The respondent disagrees with this finding. The District's Facilities Master Plan, which was adopted in open session in February 2006, shows the Board held a study session on February 16, 2006, to consider options for relocating the District Offices. No public comments were reflected in the minutes from the February 2006 Board meeting. Further, the grand jury's report did not find evidence of misconduct, and this finding fails to state that anything the Board did was improper.

The following facts are set forth in a memo dated September 10, 2007, from the real property negotiator to District administrators. As of April, 2007, the District's architects had initially demonstrated a need for approximately 40,000 square feet of space; the space needs assessment was completed in May 2007; and the space needs assessment was presented to the Board in June, 2007. The amount of space required did not materially change from the draft of April 1, 2007, to the final version of the space needs assessment in June 2007. Prior to September 10, 2007, the real property negotiator and District administrators considered six potentially viable options, including: the Cottonwood location with expansion; Woodland Corporate Center at Main Street and 6th Street; District property at the Willow Spring School and Matmor Transportation sites; a District warehouse building; and the Blue Shield Building. The Blue Shield Building was centrally located and cost effective compared to new construction. The current owner of the Blue Shield Building did not close escrow for its own purchase of the Blue Shield Building until approximately August 15, 2007. As of September 10, 2007, the negotiations necessary to put the District in a position to enter into a Purchase Agreement still needed to occur.

Finding F5: The Board failed to comply with the open meeting requirements of the Brown Act during its consideration and discussion of questions relating to relocation of the District's central administrative offices and acquisition of the Blue Shield property. Consideration and discussion of these matters could have been the subject of open and public meetings of the Board. Even if these matters were appropriate for closed confidential meetings, the determinations made, direction given, and/or the concurrence reached among a majority of the Trustees of the Board during these closed meetings constituted action which should have been promptly announced in public session.

The respondent disagrees with this finding. Again, to the extent that the grand jury's finding relates to its assertion that a non-compliant agenda means that a closed session meeting was not authorized, the District replies that the Board agendas complied with the requirements of the Brown Act, Government Code sections 54954.5 and 54945.8, by including sufficient information to inform the public which building(s) the Board was considering. The Board agendas included the name of the Blue Shield Building and/or the parcel number of the property, and/or its address. The point of the listing requirements for Board agendas is to let the public know what building was being discussed, and the Blue Shield Building a well known building in Woodland. The agendas listed the property and the reason for listing the property, i.e. that it was being considered for a potential District office location.

In addition, the District's Facilities Master Plan, which was adopted in open session in February 2006, shows the Board held a study session on February 16, 2006, to consider options for relocating the District Offices. No public comments were reflected in the minutes from the February 2006 Board meeting. Further, the grand jury's powers related to investigation of misconduct, which they did not find, and this finding fails to state that anything the Board did was improper.

The Blue Shield Building was discussed in open session, and approximately 12-13 public comments were made. Several of the comments came from an interested party, the District's current landlord at the Cottonwood site or his counsel.

As for whether the discussions could have been held in open session, the grand jury fails to state what action(s) the Board took that were legally improper or should have been promptly announced.

Finding F6: Only negotiation of price and terms of payment are permitted to be discussed in closed Board meetings relating to a real property purchase. The Brown Act requires all other issues concerning real property transactions be taken up in open, public meetings. The Board failed to adequately inform and educate the District's constituency about the nature of Certificates of Participation financing compared to traditional bond financing and the reasons for the Boards [sic] determination to use Certificates of Participation financing to acquire new central administrative offices.

The respondent disagrees with this finding. The Board had the District's governmental financing consultant, Government Financial Strategies, Inc., make a presentation at an open session Board meeting in January 2008, which was five months prior to the issuance of the grand jury report. Also, this finding states a legal premise without stating the Board violates it. Whether the Board should have educated the public about Certificates of Participation has nothing to do with discussion in a closed Board meeting. The grand jury fails to state any legal standard requiring the Board to educate the public about Certificates of Participation.

Finding F7: Timely open and public discussion of the Board's program for new central administrative office facilities may have minimized or prevented the controversy which greeted the Board's eventual public disclosure of the Blue Shield property acquisition and financing transactions.

The respondent disagrees with this finding because it is irrelevant to any applicable legal standard. The grand jury fails to state that anything the Board did was legally improper. This finding appears to be a criticism without any citation to an alleged violation of law or legal requirement that the Board or staff failed to follow or acted to violate. A publicly elected Board has no duty to prevent controversy. In fact, open meeting laws are intended to invite discussion, not to prevent controversy.

Further, when the matter was discussed in several open session meetings, several of these public comments either came from the current owner of the property being leased to the District, or his representatives. To state that a controversy exists in a way that implies public outrage is not accurate nor is it supported by the Board meeting minutes of the comments made by the public.

Finding F8: The Board determined to purchase the Blue Shield property based in significant part upon a philosophical view that “owning is better than renting” without undertaking any analysis to verify that purchasing would actually be more advantageous to the District than leasing the Blue Shield property or purchasing or leasing other property.

The respondent disagrees with this finding. This finding is inaccurate and does not include analysis and discussion dating back to as far as 2006, as well as subsequent analysis. The District took into account estimated costs of the COP (actual costs cannot be determined until the COPs are actually sold on the bond market). These estimates were provided by the District’s financial consultants, Government Financial Strategies, Inc.

The District did take into account State deficits and the District’s ability to afford the purchase of this facility. A financial analysis was conducted and considered by the Board that reflected that over a time period of 16 years, the District’s revenues increased an average of 3.74% per year and, based on that fact, an increase of 3% per year in debt service payments for the Blue Shield facility was affordable. The District did take into account space needs. An extensive space needs analysis was already in process prior to looking at any available properties. Lastly, it was never the District’s intention to finance furniture. Equipment, in this case, refers to equipment in the building, like the heating and air conditioning systems, which would be included in the financing.

At the time the Facilities Master Plan was considered, the Board was anticipating costs over \$336 per square foot. According to the real property negotiator, the cost of the Blue Shield Building was determined to be approximately \$185 per square foot.

In addition, the grand jury assumes that the current lease for the Cottonwood space would have remained constant throughout the next 30 years when the District would need the property. Instead, a more realistic assumption, which was applied during the consideration of alternatives, would have been that the lease cost could have increased by approximately 3% per year, and the District’s lease payment would be approximately \$716,000 per year in year 30. In years after year 30, the payments on a purchase would be zero (0), and the cost of a lease would continue.

The grand jury also did not account for several other concrete benefits of a potential purchase compared to the District’s current lease. The owner of the Blue Shield building offered to make improvements to the property, which was included in the proposed lease rate of \$445,000 annually and the purchase cost. The value of improvements has the opportunity to accrue to the benefit of the District.

Finding F9: One main reason given to justify the purchase of the Blue Shield building – owning is better than leasing – indicated a flawed decision-making process, based on faulty assumptions and without verification of actual costs. It did not take into account the market, State deficits, cost of Certificates of Participation, space needs, and the cost of financing furniture and equipment for 30 years.

The respondent disagrees with this finding. This finding is inaccurate and does not include analysis and discussion dating back to at least 2006, as well as subsequent analysis. The District took into account estimated costs of the COP (actual costs cannot be determined until the COPs are actually sold on the bond market). These estimates were provided by the District's financial consultants, Government Financial Strategies, Inc.

The District did take into account State deficits and the District's ability to afford the purchase of this facility. A financial analysis was conducted and considered by the Board that reflected that over a time period of 16 years, the District's revenues increased an average of 3.74% per year and, based on that fact, an increase of 3% per year in our debt service payments for the Blue Shield facility was affordable. The District did take into account space needs. An extensive space needs analysis was already in process prior to looking at any available properties. Equipment, in this case, refers to equipment in the building, like the heating and air conditioning systems, which would be properly included in the financing.

At the time the Facilities Master Plan was adopted, the Board was anticipating costs over \$336 per square foot. According to the real property negotiator, the cost of the Blue Shield Building projects at approximately \$185 per square foot.

In addition, the grand jury assumes that the current lease for the Cottonwood space would have remained constant throughout the next 30 years when the District would need the property. Instead, a more realistic assumption, which was applied during the consideration of alternatives, would have been that the lease cost could have increased by approximately 3% per year, and the District's lease payment would be approximately \$716,000 per year in year 30. In years after year 30, the payments on a purchase would be zero (0), and the cost of a lease would continue.

The grand jury also failed to account for several other concrete benefits of a potential purchase compared to the District's current lease. The owner of the Blue Shield building offered to make improvements to the property, which was included in the proposed lease rate of \$445,000 annually and the purchase cost.

Finding F10: In closed session the Board of Trustees affirmatively rejected the notion of legal action to acquire the Blue Shield property by eminent domain proceedings. Yet the Trustees entered into a final and binding purchase agreement which stated that the purchase was made under actual threat of condemnation by the District.

The respondent disagrees with this finding because it was irrelevant prior to the issuance of the grand jury's report. The California Constitution and the Code of Civil Procedure allow a public entity to acquire property by eminent domain. This finding fails to state that the Board did anything improper, fails to relate to any alleged Brown Act violation, and is a moot point as the purchase agreement to which the grand jury refers was terminated by the District.

Currently, the Purchase Agreement which is attached as an exhibit to the existing Lease with Option to Purchase does not include the language recited in the 2007 Purchase Agreement. In fact, the Lease with Option to Purchase, which the District entered into in May 2008, does not mention eminent domain.

Finding F11: The other reason given for the purchase of the Blue Shield building – that the Cottonwood Premises are unsafe – is misleading in light of evidence provided by the monitoring and remediation of the Cottonwood Center carried out over many years and the assessment of expert Yolo County and State of California agencies of the current environmental status of the Cottonwood Center.

The respondent disagrees with this finding. This finding is misleading and irrelevant. The Board decided in 2006 to purchase a property to house the District offices. Whether or not the Cottonwood site is unsafe has nothing to do with the financial planning that went into the decision to purchase a building, whether it was the Blue Shield Building or any other property.

However, the District did have information that employees had made complaints related to the Cottonwood Premises that was dated September 24, 2007. A report from the California Regional Water Quality Control Board (“CRWQCB”) to Cottonwood Investors dated September 27, 2007, related to non-compliance with its orders. Also, a report dated September 24, 2007 from CRWQCB noted employee complaints of headaches. These documents are part of the public record.

Finding F12: In the face of increasingly critical public sentiment and the continued resistance of a strong minority of the members of the Board to the Blue Shield acquisition, the District distorted the environmental status of their existing central administrative offices by sensationalizing environmental health risks associated with ground water contamination and air quality at the location. These actions appear to be calculated public relations efforts and do not appear to be warranted by any special health risk associated with working in or visiting the District’s existing central administrative offices. The District has had no record of employee health complaints at the Cottonwood Premises since 2001.

The respondent disagrees with this finding. This finding is inaccurate and irrelevant to any applicable legal standard. Although this finding is set into the Brown Act section of the grand jury report, it has nothing to do with Brown Act compliance or any alleged violation of the Brown Act. The report from the California Regional Water Quality Control Board dated September 27, 2007, noted Cottonwood Investors’ non-compliance with its orders. Also, the District had a report dated September 24, 2007, noting employee complaints of headaches. These documents are part of the public record.

Finding F13: The District’s real property consultant was paid at rates up to \$150 per hour for work that should have been done by the District’s commission real estate broker, costing the District taxpayers unnecessary real estate consultant fees.

The respondent disagrees with this finding. To conduct the acquisition of property in the manner described by the grand jury would typically not be to the District's advantage. A broker locates property and obtains a commission from the owner's proceeds. On the other hand, the fees paid to Premier Commercial, Inc. for real estate advisory services, as referenced in this report, include work started in October 2005 for many various assignments on behalf of the District. These include an approximately \$15,000,000 land exchange for a new school site with no outside brokers involved, operations and maintenance analysis for potential needs, and ongoing advisory services for future District land needs for school sites. The fees associated with the Blue Shield purchase represent approximately 60% of the total fees paid. That said, these fees ran far higher than anticipated because of the large amount of time spent helping the District respond to the grand jury's disorganized and repetitive investigation. Also, the real property negotiator's fees ran higher because he was directed to re-negotiate the transaction with the seller of the Blue Shield Building numerous times due to the effect the grand jury investigation had on potential purchase and/or financing.

Finding F14: There is a conflict of interest created in hiring a real property consultant and a real estate broker from the same real estate services firm, a conflict which may result in direct monetary benefit to the consultant and/or the broker.

The respondent disagrees with this finding and the grand jury indicates in finding F1 that no conflict of interest was found. The real property broker was engaged by the District to ascertain all marketplace opportunities. That is the role of a broker. One of the properties was the Blue Shield Building. For this property, the broker would receive a commission from the listing broker, which would be paid by the owner of the property, but only upon successful consummation of such a transaction. This is commonplace in the industry, and has no actual bearing to the real estate advisory services provided by the real property consultant, who individually does not provide brokerage services but acts in the capacity of an owner's representative. The consultant provides ongoing real estate advisory services: analyzing options, and negotiating on behalf of and at the direction of his clients.

Finding F15: There is no District policy in place regarding purchase order addenda for sums in excess of the maximum amount of the original purchase order approved by the Board of Trustees.

The respondent disagrees with this finding in part. There is already a procedure in place for purchase order addenda based on past practice. The procedure is that purchase orders over \$15,000 require Board approval per Board Policy 3310. Individual addenda over \$15,000 also require Board approval. The Board will further review and clarify, if necessary, the Board Policies and Regulations with respect to purchase orders, purchase order addenda, and /or contracts.

Finding F16: The authorized financing of the Blue Shield property amortizes the full cost of purchasing, upgrading and equipping the Blue Shield property over 30 years notwithstanding that the future space needs assessment study only estimated that District's central office space needs for the next eight years.

The respondent disagrees with this finding. The grand jury's finding is misleading because it seems to imply, incorrectly, that the District had either: a) ignored assessing future space needs after eight years; or b) would have no space needs after eight years. Needs assessments are typically not conducted for a duration of more than approximately 8-10 years because they become inaccurate after that length of time. That said, the District clearly is going to have space needs longer than eight years, and for more than 30 years. The District will have needs for the space under consideration so long as it exists to serve the students of Woodland.

Further, this issue is moot because the financing through issuance of Certificates of Participation was authorized for the then existing Purchase Agreement which has been terminated. Due to the cloud of potential legal action resulting from the grand jury investigation, the District was forced to forego the previously authorized financing and cancel the Purchase Agreement.

Finally, the needs analysis was substantially complete at the time of approval of the Purchase Agreement and approval of the COP financing plan, and both District staff and Board members were keenly aware of the particular suitability of the Blue Shield Building for new District office space. The fact that the Board will likely need to revisit space needs for the District office, as well as other school facilities, in the future does not obviate the need for space today. If in ten years the District does not need the entirety of the Blue Shield building for its District office, the Board at that time will have several options available with regard to making the best use of the space for other school purposes.

Finding F17: The Board authorized purchase price for the Blue Shield property of \$5.67 million, plus planned tenant improvements and upgrades of \$1,600,000 and \$565,000 for furnishings and equipment. After adding financing transactional expenses and interest costs associated with the Certificates of Participation financing plan, the District's financial advisor estimates total Blue Shield property cost amounts to more than \$21 million. This amount does not include \$233,568 in other consulting and attorneys' fees already incurred through April 9, 2008, nor does it include any fees to be incurred after April 9th.

The respondent disagrees with this finding in part. The Board authorized a purchase price for the Blue Shield property of \$5.67 million, plus planned tenant improvements and upgrades of \$1,600,000 and \$565,000 for furnishings and equipment. The final COP financing plan would not have included furniture and equipment. Additionally, the total Blue Shield property cost was estimated to be less than approximately \$20 million over 30 years. After year 30, the District would own the parcel and the building, and the cost would be zero (0) for the parcel and building, whereas lease payments for a property after year 30 would continue to increase. To the

extent the District pursues a full purchase of the Blue Shield building and property in the future, the Board will be presented with a new COP financing plan which takes into account the purchase price and tenant improvement costs, as set forth in the Lease with Option to Purchase Agreement. Any new COP financing plan would have to include information regarding financing in the then existing market and the Board will need to make a determination of whether to pursue such a financing plan.

Finding F18: Material changes to the financial and credit markets since the Board's execution of the Blue Shield purchase contract have made long term mortgage borrowing, especially financing plans using mortgage payment guarantees, more difficult and more expensive. Yet the District still plans to proceed with purchase of the Blue Shield property on July 1, 2008. According to an email written by the Superintendent, the District plans "to lease the building and then purchase it when the cloud of the investigation has been lifted."

The respondent disagrees with this finding. This is not a finding of any wrong doing. It is common knowledge that the financial market has been quite volatile over the past year, particularly with respect to lending for real property. The District will lease the Blue Shield Building until such time as the Board takes action to exercise one of its options to purchase the property outright. The decision to exercise such an option will likely depend heavily on the District's ability to secure funding. As previously stated, any new financing mechanism or vehicle will need to be taken to the Board for consideration and approval at the time such a decision is imminent. It is true that the Board intended to lease the building and then to exercise its right to purchase when the investigation was concluded, as it has been, with no evidence of any wrongdoing. As always, the exercise of this option will depend upon the market at the time.

Finding F19: The District's plan for payment of furniture and equipment required in the Blue Shield property in addition to extensive tenant improvements and upgrades is based upon a 30 year payment plan notwithstanding that the useful life of such furniture and equipment is typically many years fewer.

The respondent disagrees with this finding. The District is paying for furniture and equipment from other District funding sources, e.g., Special Reserve Fund for Capital Outlay. These costs will not be paid as part of a finance plan for either the lease payments or future purchase price, if any, of the Blue Shield building.

Finding F20: The Board failed to perform and failed to require senior staff to perform adequate due diligence in its consideration of alternative office sites.

The respondent disagrees with this finding. The Board retained Premier Commercial Inc. as a consultant to assist in locating and leasing/purchasing new space for its District office. Premier Commercial conducted an extensive search for other properties in the area which could be suitable for a District office. Additionally, senior staff and Premier Commercial were directed by the Board to investigate other types of properties.

In response to this request, Premier Commercial investigated numerous other property types, including industrial, agricultural land and multi-user commercial sites. Upon review by senior District staff and Premier Commercial and after presentation to the Board, it was concluded that the cost to build out these types of properties for a District office would far exceed the cost to purchase the Blue Shield site.

Finding F21: The District withheld from the Board the actual, negotiable lease renewal offer of the Cottonwood Premises owner, leaving the Board with incomplete information upon which to make their decision to lease or purchase the Blue Shield property or to remain at the Cottonwood premises.

The respondent disagrees with this finding. During open session at a Board meeting on May 8, 2008, the attorney for the owner of the Cottonwood site presented the Board with a second offer to extend the existing 10-year lease on terms and conditions slightly different from the first offer received several months prior. There was no failure on the part of District staff to present this second offer. In fact, the owners presented it at the last possible moment at the Board meeting, only minutes prior to the Board taking action to approve the Lease with Option to Purchase Agreement.

The owner of Cottonwood made two separate offers to the District to extend its existing lease. The first lease offer was irrelevant because the Board had determined to buy a building, not lease one, and the purchase of the Cottonwood site was not recommended because of existing contamination.

Finding F22: The Superintendent demonstrated over-reliance upon the District's real estate consultant, at the expense of her own knowledge.

This finding is vague and lacks sufficient facts for response, but to the extent it is capable of being understood, the respondent disagrees with this finding. Districts routinely hire experts, specialists, and consultants to assist in carrying out critical functions of the District. To the extent that Premier Commercial is in the business of locating and negotiating the lease and/or purchase of real property, District staff, including respondent, properly relied upon its extensive knowledge and expertise in such matters. The Board asked critical questions and solicited answers from District consultants to assure financial solvency and prudent decision making.

Finding F23: Decision makers, with few noteworthy exceptions, did not appear to be informed in areas critical to their role in the decision making process in connection with relocation of District administrative offices or acquisition of the Blue Shield property.

This finding is vague and lacking in facts, and therefore a proper response is not possible. The term “decision makers” is not clear. “A few noteworthy exceptions” would force the respondent to guess as to its meaning, and fails to even mention who or what comprised the exceptions. “Areas critical to their role in the decision making process” is either redundant with other findings, to which the respondent has responded elsewhere, or is so lacking in definition that respondent cannot venture a guess as to its meaning. To the extent possible, respondent has responded to the relevant and decipherable parts of this finding elsewhere.

Finding F24: The District’s legal counsel worked to frustrate and limit the Grand Jury’s requests to the District for information concerning the subject matter of this report and interviews of District officers.

The respondent disagrees with this finding. The grand jury does not state facts supporting its finding that legal counsel worked to limit and frustrate it. As set forth in the correspondence between counsel and the grand jury members, the grand jury’s disorganized, repetitive requests for information in the form of document requests or multiple requests for testimony were frequently given on short notice, were vague, and substantially disrupted the District’s educational mission by taking the time of staff and administrators away from their primary duties. The correspondence between legal counsel and the grand jury is available for review.

For instance, on one occasion, the former Superintendent was served with a subpoena on a Thursday afternoon to testify on a Saturday morning, when she was already scheduled to attend an important community event with students. The law states that the grand jury’s powers are bounded by reasonableness. The grand jury acted unreasonably by providing less than one and a half (1-1/2) days notice to appear and testify.

Legal counsel merely requested that the grand jury, county counsel, and/or the district attorney work to help organize the grand jury’s investigation. The correspondence also shows that the grand jury was disorganized in its approach, which necessitated the requests for clarification from counsel.

Finding F25: The Board of Trustees based the cost alternatives to the purchase of the Blue Shield property upon faulty assumptions and without verification of actual or most likely costs, resulting in a seriously flawed decision making process.

The respondent disagrees with this finding. Again, this is a vague finding with no reference to what constituted the “faulty assumptions” or the “seriously flawed decision making process.” This finding is inaccurate and ignores analysis and discussion dating back to as far as 2006, as

well as subsequent analysis. The District took into account estimated costs of the COP (actual costs cannot be determined until the COPs are actually sold on the bond market). These estimates were provided by the District's financial consultants, Government Financial Strategies, Inc.

The District did take into account State deficits and the District's ability to afford the purchase of this facility. A financial analysis was conducted and considered by the Board that reflected that over a time period of 16 years, the District's revenues increased an average of 3.74% per year and, based on that fact, an increase of 3% per year in our debt service payments for the Blue Shield facility was affordable. The District did take into account space needs. An extensive space needs analysis was already in process prior to looking at any available properties.

At the time the Facilities Master Plan was adopted, the Board was anticipating costs over \$336 per square foot. According to the real property negotiator, the cost of the Blue Shield Building projects at approximately \$185 per square foot.

In addition, the grand jury assumes that the current lease for the Cottonwood space would have remained constant throughout the next 30 years when the District would need the property. Instead, a more realistic assumption, which was applied during the consideration of alternatives, would have been that the lease cost could have increased by approximately 3% per year, and the District's lease payment would be approximately \$716,000 per year in year 30. In years after year 30, the payments on a purchase would be zero (0), and the cost of a lease would continue.

The grand jury also failed to account for several other concrete benefits of a potential purchase compared to the District's current lease. The owner of the Blue Shield building offered to make improvements to the property, which was included in the proposed lease rate of \$445,000 annually and the purchase cost. The value of improvements has the opportunity to accrue to the benefit of the District.

Finding F26: The determination that owning the Blue Shield property was better than leasing the Cottonwood Premises, to the extent it is based upon comparable annual cost, was misinformed because the actual costs available to the District was approximately 60% of the first year COP expense.

The respondent disagrees with this finding. This finding appears to be based on a gravely erroneous assumption that a lease payment for the Cottonwood property would have remained constant. The District did take into account State deficits and the District's ability to afford the purchase of this facility. A financial analysis was conducted and considered with the Board that reflected

that over a time period of 16 years, the District's revenues increased an average of 3.74% per year and, based on that fact, an increase of 3% per year in our debt service payments for the Blue Shield facility was affordable.

At the time the Facilities Master Plan was adopted in 2006, the Board was anticipating costs over \$336 per square foot. According to the real property negotiator, the cost of the Blue Shield Building projects at approximately \$185 per square foot.

In addition, the grand jury assumes that the current lease for the Cottonwood space would have remained constant throughout the next 30 years when the District would need the property. Instead, a more realistic assumption, which was applied during the consideration of alternatives, would have been that the lease cost could have increased by approximately 3% per year, and the District's lease payment would be approximately \$716,000 per year. In years after year 30, the payments on a purchase would be zero (0), and the cost of a lease would continue.

The grand jury also failed to account for several other concrete benefits of a potential purchase compared to the District's current lease. The owner of the Blue Shield building offered to make improvements to the property, which was included in the proposed lease rate of \$445,000 annually and the purchase cost. The value of improvements has the opportunity to accrue to the benefit of the District.

Finding F27: If the uninformed assumption that the annual rental would be approximately \$450,000 a year – or even \$414,000 a year – was correct, the annual costs of owning the Blue Shield property would very materially exceed the Cottonwood Premises lease payments because the COP payments are intended to escalate by 3% per year on a compounded basis.

The respondent disagrees with this finding. This finding ignores the likelihood that the cost of a lease payment would have gone up over the course of time, and a renewal of the lease at the Cottonwood site was not an option that the Board decided to pursue. In addition, there was no offer on a Cottonwood lease that exceeded 10 years, so this finding is speculative. After 30 years on a purchase agreement, the District would own the parcel and the building, and the cost would be zero (0) for the parcel and building, whereas lease payments after year 30 would continue to increase. The District anticipates that it will need to serve students longer than 30

years. The cost of a lease could exceed \$716,000 per year starting in year 30, with anticipated cost increases after that, so the difference between a lease and purchase for every year thereafter could be greater than \$716,000 per year. Further, this issue is moot. There is currently no COP financing plan, or any other funding mechanism, for the outright purchase of the Blue Shield building. If the Board determines that it will exercise its option to purchase the Blue Shield building, it will revisit all available funding mechanisms at that time.

Finding F28: The District undertook detailed negotiations and entered a letter of mutual intent fixing upon purchase of the Blue Shield property before the District's own study of future administrative office space needs was presented to the Board of Trustees. The price and terms of payment were agreed upon before any valuation study of the Blue Shield property was commenced.

The respondent disagrees with this finding. The following facts are set forth in a memo dated September 10, 2007, from the real property negotiator to District administrators. As of April, 2007, the District's architects had initially demonstrated a need for approximately 40,000 square feet of space; the space needs assessment was completed in May 2007; and the space needs assessment was presented to the Board in June, 2007. From April 2007 to June 2007 the estimate for space did not materially change. Prior to September 10, 2007, the real property negotiator and District administrators considered six potentially viable options, including: the Cottonwood location with expansion; Woodland Corporate Center at Main Street and 6th Street; District property at the Willow Spring School and Matmor Transportation sites; District Warehouse Building; and the Blue Shield Building. The Blue Shield Building was centrally located and cost effective compared to new construction. The current owner of the Blue Shield Building did not close escrow for its own purchase of the Blue Shield Building until approximately August 15, 2007. As of September 10, 2007, the negotiations necessary to put the District in a position to enter into a Purchase Agreement still needed to occur.

Even after the negotiations took place, and the Purchase Agreement was ultimately approved by the Board in December, 2007, the District still had until March 14, 2008, to terminate the Purchase Agreement, which it did. In addition, one of the conditions precedent to the District's obligation to proceed with Purchase Agreement was that the District would have an appraisal prepared. In the context of this type of transaction, conditions precedent to a District duty to perform on a Purchase Agreement, or other contingencies, are not unusual or improper.

Finding F29: The Board failed to conduct timely due diligence in that they considered alternative central office locations after they had already decided upon and engaged in extensive negotiation for the purchase of the Blue Shield property.

The respondent disagrees with this finding. District staff and Premier Commercial conducted extensive research regarding alternative locations for the District office before and after the Board took action on December 13, 2007, to approve the purchase agreement, which was terminated in March 2008.

As for the post-approval investigation, the Board was advised that it would have until March 14, 2008, to withdraw from the Purchase Agreement without penalty and for any reason. To the extent concern was raised regarding the Board's decision to purchase the Blue Shield building, the Board took every action to ensure that its decision was sound. Accordingly, it directed District staff and Premier Commercial to do further investigation as to any other potentially suitable sites for a District office. Therefore, although some of the alternative site investigation was done after approval of the Purchase Agreement, the District would have been permitted, under the terms of the Agreement, to terminate the same and pursue other options for a District office site.

RESPONSE TO RECOMMENDATIONS

Recommendation 08-01: The District should engage a policy and practice of openness and cooperation toward the public with regard to major financial decisions. The Board of Trustees should engage in deliberation and decision making in public sessions in full compliance with the requirements of the Brown Act.

Response to Recommendation 08-01:

This recommendation is vague, but this recommendation has been implemented to the extent it can be implemented. The Board is already charged with Brown Act compliance, and will continue to comply. In order to continue to best comply with the Brown Act, the Board has scheduled Brown Act training for itself and key District staff on September 27, 2008, and will further hold Brown Act training for new Board members within six (6) months of the new Board member's election to the Board and refresher training for current Board members every two years.

Recommendation 08-02: The Board should strengthen public confidence in its competence and authority by conducting its business and discussions in public session and utilize closed confidential session meetings only where expressly authorized by the Brown Act.

Response to Recommendation 08-02:

While this recommendation is vague, this recommendation has been implemented to the extent it can be implemented. The Board is already charged with Brown Act compliance, and the Board continues to cultivate public confidence by conducting its business in an appropriate and legal manner. In order to continue to best comply with the Brown Act, the Board has scheduled Brown Act training for itself and key District staff on September 27, 2008, and will further hold Brown Act training for new Board members within six (6) months of the new Board member's election to the Board and refresher training for current Board members every two years.

Recommendation 08-03: The Board and District administrators should share the public spirit of service to the community by organizing and conducting business in a way that increases public interest in District affairs, encourages public attendance and informs the public in open, shared deliberations and discussion.

Response to Recommendation 08-03:

This recommendation is vague, but that this recommendation has been implemented to the extent it can be implemented. The District already shares a public spirit of service to the community, organizes and conducts its business in a way that increases public interest in District affairs, encourages public attendance, and informs the public in open, shared deliberations and discussion. In order to continue to best comply with the Brown Act, the Board has scheduled Brown Act training for itself and key District staff on September 27, 2008, and will further hold Brown Act training for new Board members within six (6) months of the new Board member's election to the Board and refresher training for current Board members every two years.

Recommendation 08-04: The Board should take seriously its obligations to educate itself and its senior administrative staff about the open meeting requirements of the Brown Act and institute an annual continuing mandatory educational program about the Brown Act for Board members and senior staff.

Response to Recommendation 08-04:

The Board agrees that complying with the Brown Act is, and has been, required of it and will continue to act to comply with the Brown Act. In order to continue to best comply with the Brown Act, the Board has scheduled Brown Act training for itself and key District staff on September 27, 2008, and will further hold Brown Act training for new Board members within six (6) months of the new Board member's election to the Board and refresher training for current Board members every two years.

Recommendation 08-05: Pursuant to Govt. C 54957.2, the Board should designate an officer or employee of the District to attend each closed session meeting of the Board to keep a record of topics discussed, directions given, decisions made, and actions taken by the Board in closed session.

Response to Recommendation 08-05:

The Board agrees that complying with the Brown Act is, and has been, required of it and will continue to act to comply with the Brown Act. The Board will explore the ramifications of employing this suggested recommendation and will make a decision on this issue in the next 90 days.

Recommendation 08-07: The District should approach the expenditure of its monetary resources with a commitment to frugality, careful research, and open communication and disclosure of the Board's decision making process.

Response to Recommendation 08-07:

This recommendation is vague, but this recommendation has been implemented to the extent it can be implemented. The District is solvent and conservative in its approach to budgetary matters; losing no staff to budget cuts, meeting all of its financial obligations, and experiencing labor peace.

Recommendation 08-08: The Board should minimize use of long term consultants and, when possible, utilize qualified District personnel to their full advantage, both to reduce expenses and to increase accountability of individuals acting on behalf of the District.

Response to Recommendation 08-08:

This recommendation is vague, but the District agrees that where it has qualified and available personnel to conduct research and perform duties, then it will utilize them in the most appropriate manner to attempt to reduce expenses. For all current and relevant Board decisions, this Board and District administration hired competent consultants to conduct such research and analysis for them, and openly shared issues and conducted their business in a manner that is consistent with the public's trust. The consultants employed advised in areas where the current staff were not experts.

Recommendation 08-09: The District should establish a policy requiring that all District consultants act on behalf of the District only pursuant to a written contract which details the services to be provided to the District, the reporting relationship between the consultant and a specific District officer or the Board, identify the District office or officers authorized to direct the work of the consultant and establish the maximum amount of compensation payable to the consultant without further specific Board authorization.

Response to Recommendation 08-09:

This recommendation is vague, but has been implemented to the extent required by law and to the extent possible. The District did follow a process such as that identified above where required as shown in the District Business Services Procedures Manual.

Recommendation 08-10: The Board of Trustees should establish a policy regarding Board authorization and payment of addenda to purchase orders which aggregate to more than \$15,000 maximum expenditure authority delegated by the Board to the Superintendent.

Response to Recommendation 08-10:

There is already a procedure in place for purchase order addenda based on past practice. The procedure is that purchase orders over \$15,000 require Board approval per Board Policy 3310. Individual addenda over \$15,000 also require Board approval. The Board will further review and clarify, if necessary, the Board Policies and Regulations with respect to purchase orders, purchase order addenda, and /or contracts.

Recommendation 08-11: The Board of Trustees and School District should avoid even the slightest conflict of interest between or among vendors.

Response to Recommendation 08-11:

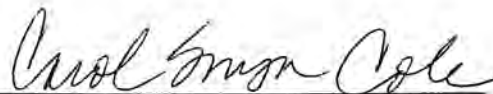
There was no finding that the Board of Trustees or the District had a conflict of interest. It would appear that if the District continues to follow the normal rules relating to conflicts of interest then it will legally satisfy this recommendation, and the Board intends to do so.

Recommendation 08-12: The Board and District administrators should exercise due diligence techniques and research, documenting its analyses underpinning important financial decisions and actions such as purchase or lease of capital assets. They should carefully consider alternatives, financial arrangements, and the economy when considering purchase of real property. They should also ensure understanding of important financial and contractual arrangements presented by District administrators and consultants.

Response to Recommendation 08-12:

This recommendation is vague, but the District believes it already complied with this recommendation and took over two years to consider the purchase of property for the District offices dating back to at least the discussion and consideration of the Facilities Master Plan in February 2006, if not earlier. As a general principle, the Board intends to continue to exercise due diligence in such matters.

Dated: September 15, 2008



Carol Souza Cole
President, Board of Trustees
Woodland Joint Unified School District

OFFICE OF THE
DISTRICT ATTORNEY

COUNTY OF YOLO

JEFF W. REISIG
DISTRICT ATTORNEY



ANN J. HURD
CHIEF DEPUTY DISTRICT ATTORNEY

PETER K. MARTIN
CHIEF INVESTIGATOR

SMOKEY RICKERD
CHIEF OF FINANCE, ADMINISTRATION

August 27, 2008

Honorable Steve Basha
Judge of the Superior Court
725 Court Street
Woodland, CA 95695

RE: 2007-2008 Grand Jury Final Report

Dear Judge Basha:

The 2007-2008 Grand Jury Final Report has requested that the Yolo County District Attorney respond to one of its recommendations concerning the Woodland Joint Unified School District. Specifically, the recommendation reads as follows:

- 08-06** The Yolo County District Attorney should consider commencement of an action pursuant to Govt C 54960 to compel the District to comply with public meeting laws.

California Penal Code Section 933.05 requires the respondent to address each of the Grand Jury's recommendations in one of the following ways: (1) The recommendation has been implemented; (2) The recommendation has not yet been implemented, but will be implemented in the future; (3) The recommendation requires further analysis, with an explanation; and (4) The recommendation will not be implemented because it is not warranted or reasonable. After careful consideration of all the issues, it is my decision that the recommendation requires further analysis.

In arriving at this conclusion, it is helpful to review Government Code Section 54960, et seq.:

Actions to stop or prevent violations of meeting provisions; applicability of meeting provisions; validity of rules or actions on recording closed sessions. (a) The district attorney or any interested person may commence an action by mandamus, injunction or declaratory relief for the purpose of stopping or preventing violations or threatened violations of this chapter...

The Brown Act, Government Code Section 54950, et seq., is a broad declaration that public agencies must conduct their business openly. *Sacramento Newspaper Guild v. Sacramento County Board of Supervisors* (1968) 263 Cal.App.2d 41 ("Guild"). Any interested citizen may sue for a declaration that a local public agency is violating the Brown Act. Issues of whether local entities are complying with the open meeting requirements of the Brown Act are matters of public importance. *California Alliance for Utility Education v. City of San Diego* (1997) 56 Cal.App.4th 1024. The Brown Act authorizes injunctive relief for the purpose of stopping or preventing violations or threatened violations of the Act based on a showing of "past actions and violations that are related to present or future ones." *Shapiro v. San Diego City Counsel* (2002) 96 Cal.App.4th 904. Not every illegal meeting, however, violates the criminal provisions of the Act. A criminal violation requires both that action be taken and that the member intend to deprive the public of information.

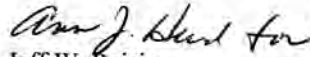
301 SECOND STREET ■ WOODLAND, CALIFORNIA 95695 ■ 530.666.8180 ■ FAX 530.666.8185

Courts liberally interpret the Act when determining whether conduct is required to conform to its notice and hearing requirements. *Guild, supra*. (Open “meetings” and “deliberation” have broad connotations, including collective acquisition and exchange of facts preliminary to the ultimate decision and informal discussions of public business; only the misdemeanor penalty is restricted to meetings “where action is taken.”)

The 2007-2008 Yolo Grand Jury Final Report of the investigation of *Decision-Making Processes & Brown Act Compliance of Woodland Joint Unified School District* recommends (see 08-01, 08-02, 08-04, 08-05 and 08-14) extensive District action be taken in order to strengthen its ability to comply with both the letter and the spirit of the Act. The need for future action would be obviated should those actions be implemented. My office is committed to ensuring that justice is done while maintaining the highest ethical standards and will continue to analyze this matter as advised by the Grand Jury and take appropriate actions should the need arise.

Please feel free to contact me at any time should you need my assistance.

Respectfully yours,



Jeff W. Reisig
District Attorney

Davis Fire Department

CITY COUNCIL

Rec 9129108

Ruth Uy Asmundson, *Mayor* – Don Saylor, *Mayor Pro Tem*
Councilmembers: Lamar Heystek, Stephen Souza, Sue Greenwald

23 Russell Boulevard – Davis, California 95616
Phone: 530/757-5602 – FAX: 530/757-5603 – TDD: 530/757-5666
1300 AM www.cityofdavis.org



September 29, 2008

Honorable Steven M. Basha
Judge of the Yolo Superior Court
725 Court Street, Room 303
Woodland, CA 95695

Dear Members of the Yolo County Grand Jury:

This letter is written on behalf of the City Council of the City of Davis (the "City"), the Davis City Manager and the Davis Fire Chief, pursuant to Penal Code Section 933.05 and responds to the Grand Jury Report filed July 1, 2008 (the "Grand Jury Report").

1. Findings.

The Grand Jury did not require any responses for the Findings presented. Nevertheless, the City is reviewing and investigating the matters set forth in the Findings through an independent investigator.

2. Recommendations. With respect to the five recommendations in the Grand Jury Report:

- 08-15 The City is re-examining the promotion testing and selection process used by the Davis Fire Department and anticipates implementing refinements to improve the process and the accountability of the relevant decision makers. We are working on putting guidelines into place that will better assist both existing employees interested in promotional opportunities, as well as senior management making decisions on promotions

For promotional positions citywide, the City's Human Resources Division ("HR") sends hard copies of all promotional position openings to all departments, including the Fire Department, and hard copies of the notices are posted in each department. In addition, HR sends an e-mail to all employees with city e-mail accounts notifying them of the promotional opening. The promotional position notice includes the job qualifications and criteria for the opening. The

CITY OF DAVIS

promotional opportunity is also posted on the City's website. The City has, and will continue to, make available its promotion criteria to applicants, potential applicants and the public at-large, through internet posting and City bulletin boards, including the bulletin boards at the Fire Department.

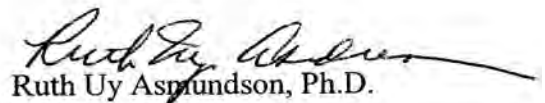
- 08-16 Similarly, the City is reviewing the manner of, and criteria for, selecting Fire Department employees for various employment-related opportunities to make sure that they are in the best interests of the City and fair to its employees.
- 08-17 The City will continue to work to insure that all employees are conversant with the City's Drug and Alcohol policies. The City has provided its Drug and Alcohol policies to all of its employees. New employees are provided with the policies during orientation and are required to acknowledge receipt of these policies. The City posts the policies on the City's internal employee intra-net. Hard copies of memos describing policy updates are sent to all employees and the employees are directed to the City's employee intra-net to review the entire, up to date, policy. The City is considering additional training for all employees on the City's Alcohol and Drug policies, as part of the City's on-going training program.
- 08-18 The City does and will continue to enforce its Drug and Alcohol policies. In this regard, the City will redistribute its drug and alcohol policies to all employees to ensure that everyone abides by the same policies related to drug and alcohol use and that all managers and supervisors are familiar with how to address situations where employees may be in violation of the policies.
- 08-19 While the City understands the basis for this recommendation, the City is unable to artificially limit or circumscribe its employees' rights to apply for vacant positions. The City will be mindful of the concerns raised by the Grand Jury nevertheless. When the City begins to recruit for a new Fire Chief, the City intends to seek qualified applicants from both outside and inside the City. The City Manager retains the right to choose the most qualified applicant for this position, regardless of whether that person is currently employed by the City.

We continue to evaluate our operations in light of the comments, recommendations and findings included in the Grand Jury report. The City of Davis respectfully submits this response to the Yolo County Grand Jury.

Sincerely,



Bill Emlen
City Manager



Ruth Uy Asmundson, Ph.D.
Mayor

Esparto Community Services District



Esparto Community Service District
Dedicated to Safe Water and Responsible Waste Management

P.O. Box 349, 26490 Woodland Ave, Esparto, CA 95627
Phone: 530-787-4502 Fax: 530-787-4219
E-mail: ronloudon@sbcglobal.net

July 29, 2008

Honorable Steven M. Basha
Judge Yolo County Superior Court
725 Court Street, Room 303
Woodland, CA 95695

RE: Response to the Yolo County Grand Jury 2007/2008 Report on Esparto Community Services District.

The Honorable Judge Steven M. Basha, Yolo County Superior Court

Pursuant to California Penal Code Section 933.05 and in accordance with the 2007/2008 Yolo County Grand Jury Final Report dated June 30, 2008 (the "Report"), as General Manager/Superintendent of the Esparto Community Services District ("General Manager") I hereby submit the following responses to the findings and recommendations of the Yolo County Grand Jury (the "Grand Jury").

Executive Summary: Correction of Facts.

The Complaints were never specified exactly they are only referred to in general centering on performance of CSD Personnel and the Board of Directors.

The Grand Jury is making recommendations in the Executive Summary which is kind of odd, but they are recommending a Water Audit with no explanation of what it is we are to be looking for. Water Audits are when you do a study of where and how water is used and usually requires meters but if I understand what you are looking for, it is if we have every service being used by someone that is paying for it, this is very time consuming and would be done monthly if the District had Water Meters. I also was not concerned because we are in the middle of installing meters which will show monthly if we have someone living in a residence and not paying for water, the Board of Directors have already decided to wait for the meters.

There is also the fact that no one has turned anyone in for this and if they are concerned enough about people they know are doing this they should make a complaint to the Manager and I will follow up immediately but this has been brought up at board meetings in general but no one will inform us of whom is doing this, it is always in general, even though I have quarantined the anonymity. This just takes up valuable time when it will be remedied as soon as the meters are installed.

Background: Correction of Facts.

The only Item I wish to address is the Complaints focused on the Qualifications of CSD Personnel, Mishandling of Payments, Questionable Accounting Practices and the Abuse of Sick Leave and Vacation time. Again I would like to reiterate that if anyone feels there is Questionable Practices they can come in any time and I or the Administrative Assistant can show them our Accounting practices and how the Districts accounts are Reconciled and balanced before being deposited in the Districts Bank account then reconciled and balanced again when sent to the Yolo County Auditor's Office. Again no one has come in to request this information or review the records. The financial records are there to view any time anyone wants to view them and ask questions.

The Abuse of Sick Leave and Vacation Time is just absurd we keep excellent records on this. The District also utilizes CTO Time if the Employees wish to participate and extensive records are also kept on this. The Board or Grand Jury can come in and review these records but the Public in General will have to put up with names and positions being erased from them before they are shown to them as they are very confidential. The Grand Jury only reviewed the Time Sheet the Employees were paid from, which are Yolo County Time Sheets and do not contain any of the Sick Leave, Vacation or CTO time records.

The last item I wish to discuss is the performance and qualifications of ECSD personnel and I challenge anyone to come in unannounced and view the amount of work done by Staff on any given day they choose, and to view the wall in the foyer which has some, but not all of the training the administration staff and field staff has completed.

Section A: Correction of Facts

I disagree with what the Grand Jury is asking for in the Job Descriptions because they need to generally show responsibilities but must be flexible enough to cover things that come up from time to time and they are written to allow for cross training to promote a working team and having someone to be able to step in in case there is an emergency, someone on vacation, sick leave or someone has left employment. When I came to work for the District the only one that had this ability was the front counter person and I found out she had run the District numerous times when they did not have a Manager without any sort of compensation for it. I have been training one of the Utility System Operators to do the Wastewater Monthly Report and The Administrative Assistant plans to show him how to do the Water Monthly Report when time permits. I have also been training one of the Operators to become the Field Superintendent to eliminate the problems of disagreements in the Field and to co-ordinate the outside field work as well as Water and Wastewater Reporting. No one has made reference to this position and the spread in Salary between the Operators and the Field Superintendent position. My administration Staff have experience and education that I feel are adequate. It is proven by the amount of record keeping and fiscal responsibility of the office staff.

The Grand Jury has gotten some bad information on the ECSD Office Hours, we are open to the Public from 8:00Am to 12:00 noon and from 1:00Pm to 3:00 Pm, not 8:00Am to 4:00Pm.

The General Manager does not have a work shift but normally I am here from about 6:30Am to about 3:30 or 4:00Pm but this varies with my workload and recently it has been more like 6:30Am to Approximately 4:30 or 5:00 Pm and on Meeting Nights I was lucky to get home at 1:00Am but recently the Board has made 10:00PM the adjournment time for Board Meetings.

The Fiscal Services Assistant hours are 8:30 Am to 12:00 noon and 1:00 Pm to 3:30 Pm, these hours are set up so the Fiscal Services Assistant has time to close out the daily receipts after the door is locked and she won't be disturbed.

The Administrative Assistant's hours are 7:00Am to 12:00 noon and from 1:00 Pm to 4:00 Pm. The Admin. Assistant uses CTO for her overtime preparing Agendas and attending the Meeting of the Board because she also acts as Clerk to the Board. She normally utilizes this CTO as time in the morning but not always, and all CTO time is Signed off By the General Manager and those records are available.

The Utility Operators hours are from 6:30 Am to 12:00 noon and 12:30 Pm to 4:00 Pm with alternating Fridays off this is known as a 9/80 work schedule.

The last sentence of this section is wrong, the staff Time Sheets are prepared by the Employee, Signed by the General Manager then the Administrative Assistant transfers the time to the Yolo County Time Sheets and records the Sick leave and Vacation Time on District Records then updates accumulations and Gives each Employee a copy of the Updated balances every two weeks with their pay stub.

Section B: Correction of Facts

First of all the State of California Department of Health Services does not cite for Recommendations to the District or any other agency for that matter they only cite for violations to the Health Code or inadequacies of the District meeting the Capacities for Fire Flows and or Domestic usage.

There is or seems to be some confusion on the Water Project Financed through USDA, Rural Development. The Engineer who is the Project Manager released the bid without any thought to the accessibility to the building no roads access easements or anything to make the building accessible, the Building Permit was also issued without access to the property. Through the change order process as suggested by USDA the road and parking lot was moved from the second phase of the project to the first phase. The project when adding the second phase items of the roadway and parking lot was still under budget through the USDA Loan amount because it was always in the Project but was forgotten when the project was split into the Two Phases and was left to be done in the second phase. I told the Project Manager (Engineer) this was not practical because we had no access to the Property to check on the pumping equipment or controls and one of our goals was to get out of the Fire Departments Building so they could utilize their own facility. At no time was any of this a cost overrun, it was planned for all along, it was just moved to the First Phase, because the only way to do it was through the Change Order system to allow for the movement of funds from the second phase to the first phase. This was done on the advice of the USDA, Rural Development; the Project Manager who agreed it was the only way to get it done because the USDA would not fund something without access.

The condition of the USDA requiring an independent audit is just in keeping with the law. The District has always done independent audits, I have not seen anything back farther back than 2002 but there more than likely is, considering it is a State Law, all Government Agencies have an independent audit done annually. The reference to the suggestions in the 2006-2007 Audit cited opportunities for strengthening internal controls were all done as soon as we had the ability by acquiring an extra person in the Fiscal Services. After the addition of the extra person all cases exceeded the suggestion with the checking being done by three people and the incompatible duties being separated between two people and then double checked by other personnel. This is only possible if we have the three people in the Administrative offices The General Manager, the Administrative Assistant and the Fiscal Services Assistant. There was a second requirement of USDA to do a Rate study for the Additional Payments of the USDA Loans, this was done by ECO-LOGIC Engineering and excepted by USDA, and contains automatic Rate increases of Three Percent per Year for Five years so it would not be necessary to go through the 218 Process each year.

Then to answer the last statement of this Section there have not been any cost overruns on the Project as yet, every Change Order and movement of areas of the Project have all been within the Original Project Budget. Change orders and anything else that come up are covered by Contingency funds which are part of the original Budget.

Section C: Correction of Facts

There are Bank adjustments from time to time mostly with checks as there are with any business and the only other time I remember was when the Bank made a mistake counting a Deposit and rather than stand in the Bank and argue about it I allowed them to correct to their satisfaction and when I got back to the office, what I found was, it was their error in counting out the deposit because they double checked their totals and informed us it was their error, this shows as two error adjustments neither of which was a District error.

In the Second paragraph the Grand Jury made comment I had accused the employees, when we had a complete Deposit come up missing, I did not accuse any employee I had asked for Yolo County Sheriff's Department to do finger printing on the dirty finger prints on a column at the front office because we did not have the safety glass installed at that time and it would settle any doubt and eliminate them from suspicion so we could possibly determine if it was stolen, misplaced or shredded accidentally. Then after talking to the Deputy that came to investigate we found it had been too long to get reliable fingerprints and that with no sign of forced entry we pretty much needed to assume it was lost, thrown away or shredded. I am curious about the release of information on an ongoing investigation by the Sheriff's Department seeing

how they have never informed the District that the case was closed. Now keep in mind that embezzlement and lost deposits sometimes take a year or more to find if you do not track your system with some form of sequencing. It was that sequencing that is what allowed us to find a deposit had been missing within one and a half months of it happening. It was caught when the Deposits were balanced to go to the County Auditor's Office and the sequencing was off. There were no copies of it in any office so no one had signed off on the Deposit so it never made it out of the front office.

As far as the last paragraph, the discrepancies in the handling of the petty cash box were false. The petty cash was kept at \$500.00 because in case of emergency or action is needed immediately to supply bottled water or some other such emergency. The maximum expense out of it is limited to \$50.00 at a time under normal conditions and is not used that much anymore it was being reconciled every time someone got into it for change or whatever by someone other than the person that was in the petty cash box. The petty cash box is locked and kept inside the locked safe at all times. If the Grand Jury feels we need to verify the Petty Cash Box monthly we can do that no problem. To my knowledge there is no set time for verification of Petty Cash Funds by law.

Section D: Correction of Facts

Referring to the statement in the second paragraph about posting of vacancies on the Board of Directors, we also post at the Library and the Fire Department. The District meets all required postings by law plus.

Also in the second paragraph the Grand Jury again restates that they want a water audit, again what type of water audit a proper water audit as to where and when water is being used or something else. I will assume they are asking for a door to door audit of people living in residences without signing up for water service and as I have stated before this will take care of itself as soon as the meters are installed and working. Each month when meters are read they will show by way of usage if someone is living there without signing up for service.

From what I understand, the accounting of residents had only been done once before in 40 years right before I came to the District and right now with the projects and upgrading the District to current standards this would be time consuming, when the Meters will be installed in the next few Months and it will be done monthly. This Item of the Water Audit was addressed at a Board Meeting and the Board took appropriate action, to wait until the meters are installed.

FINDINGS

F1: CSD staff has not been at their assigned places of duty during the hours of their shift. Corresponding time sheets did not reflect any sick leave or vacation time taken.

I disagree with this Finding.

All time sheets are filled out by the Employee, then signed off by myself then given to the Administrative Assistant to update the sick leave and vacation records and then they are transferred to the Yolo County Payment of time sheets, by the Administrative Assistant. She then adds the accumulated sick leave and vacation time as well as the float days and gives each employee a copy for their records. Each employee also tracks their CTO time with my signature for every accumulation and use then turned into the manager monthly.

F2: Both new and revised job classifications allow for overlapping of job functions without an increase in responsibilities or skills required. The classifications for office staff are assigned pay scales at the discretion of the General Manager/Superintendent without direct association to an increase in responsibilities or education.

I disagree with this Finding.

Both the new and revised Job Classifications allow for overlapping of duties because we are a small District and everyone here wears more than one hat and often need to cover other positions responsibilities. As an example, today the Administrative Assistant is at training, the Fiscal Services Assistant had an issue with a sick family member so I was alone handling the front desk payments, the Administration /personnel accounting closing, and the problems that came up on the Water Project, it was more crazy than just busy. The field operators were doing some of my job so I could tend to the office. Everyone in this District is part of a team and when needed we all work together to get the work done even if it is not in their Job Description. If this is not the way the Board of Directors want their District they need to let me know and if they are not happy with my performance they need to let me go.

The Manager does not have discretion of assigning pay Ranges to any employee, the ranges at which someone is put into, is by Board action with the recommendation of the Manager, the movement through that pay scale or merit increases are at the discretion of the Manager and movement is based on Annual employee evaluations. The Job Descriptions and pay ranges were done by Board action after comparing each position with others in a District, City or County with the same type of positions. To discuss the Pay Ranges of the Field Operators is easy because there are required certifications they must have by State Requirements (the State Department of Health Services and the State Water Recourses Control Board). The First Level of those Ranges are based on the requirements of the State for this District, the other two Levels of Ranges are based on Certifications over and above what is necessary, then movement across all the scales are by Merit increases. This is to promote advancement in the Operators knowledge.

The Administrative Offices are not so simple the Job Classifications are based on Knowledge, Abilities, time in the field and Training. The more knowledge, abilities, time and training they have the higher the person ends up in the Job Classifications. It is done this way to hold salary costs down as much as possible, because as soon as you require College Degrees you end up with real high salaries when the job can be done by a well trained informed employee. All Positions were also looked at to see if they normally require College Degrees.

I have training in Government Accounting and Finance, Water and Wastewater Treatment, Distribution Collection and Calculations, Backflow prevention and testing. Training in Government, Leadership and Management; I have also Taught Water and Wastewater Calculations through Yuba College (Yuba City). I also have 34 Years of experience in this Field.

The Administrative Assistant has had a multitude of training and Certificates and has just completed the last part of her certification covering Governance, Finance and Administration. She also plans to follow up with some brush up courses in Accounting and Finance. She has about Six and a half years of service for the District and has run the District by herself on three different occasions in between Managers for three to four Months at a time.

The Fiscal Services Assistant is a starting or training type of position and the person should have computer, cash handling and daily receipt experience. The person filling the position at present is learning our computer billing program and the daily deposit balancing as well as other parts of the accounting of funds. She is being taught by the Administrative Assistant with oversight by the Manager. When she is competent in her position I will recommend she be advanced to the Fiscal Services Associate which is the accomplished person's position in the Fiscal Services Series.

F3: Occasionally customer payments, in the form of personal checks, have been lost. Some Deposits were mishandled or lost. The General Manager/Superintendent does not verify every transaction and relies heavily on the Administrative Assistant's verification of deposits and billings.

I agree and Disagree with Items contained in this Finding

I agree I rely heavily on my Administrative Assistant but because of the recommendation of the 2005-2006 Independent Audit to separate the responsibilities of Deposit Verifications of which budget year I was only here for 5 months, I initiated this procedure when it was possible as it takes 3 people to do this and it has been done every time we have had 3 people in the Administration Offices. To explain the Procedure; first the Balancing of billing Deposits is done by the Fiscal Services Assistant, then it is double checked and

balanced by the Administrative Assistant and last it is triple checked and balanced by myself (the "General Manager")

I disagree to the terminology OCCASIONALLY Customers Personal Checks are Lost. To respond to this item, one complete deposit was lost just when I started with the District when the District was still making deposits through the ATM Machine in Esparto. Through investigation it was discovered that the courier service for the Bank of the West had lost the Deposit, luckily the deposit was all checks and we asked all the customers that were involved to rewrite new checks and the Bank stood the cost of stop payments on the original checks. After this I made the decision to take all deposits into the Bank of the West branch office in Woodland.

The other time there was lost checks it again was a complete Deposit. This time it included \$305.49 in cash and the rest was checks. It was determined that the Deposit was lost, Shredded or thrown away as we had no proof otherwise, the Sheriff's Department has not formally informed us of this finding I am just going on an assumption expressed by the Deputy. The District stood the cost of the stop checks and asked the customers to rewrite new checks. In neither case did any of the checks ever surface. The second lost deposit never came out of the front office to the Administrative Assistant or myself so what ever happened took place in the front office because we have a policy that the closing/deposits are balanced by the Fiscal Services Assistant and copies are made of the deposit and it is given to the Administrative Assistant, she totals and balances the deposit and signs off on it, then gives it to the Manager and he balances and totals the Deposit then signs off on it and then it goes into the deposit bag and in the safe. This Deposit was caught when the deposits were being tallied for deposit to the Yolo County Auditor approximately 1 ½ months after the issue happened. It was discovered by the gap in the sequencing numbers of the closing lists.

We have instituted a few changes to circumvent this from happening again; The Administrative Assistant instituted a policy that all deposits must contain consecutive session numbers to immediately identify a problem. The deposit is done daily unless there is a good reason why they are not, and everyone is to be aware of a close out and a deposit is being done. This should stop any problems of this sort in the future.

The only other time we have had issues come up on customers checks has been when they mailed them and we did not receive them in time to stop penalty charges. We cannot be responsible for the Postal Service.

F4: There were no itemized lists accompanying those deposits containing errors. The Bank tallied the deposits and corrected the errors made by CSD.

I agree with this Finding

The Statement that there were no itemized lists accompanying deposits is true. There were no accompanying itemized lists with any Deposits because the Bank refuses to accept itemized lists.

The Deposits match an edit list from the computer, the edit list is checked off on all checks included. The only corrections I know of are the checks that are returned for lack of funds or some other reason. The only time they called a mistake was when I took in a Deposit and I just said we would figure it out and come to find out it was their mistake in counting the cash. In any business there are corrections occasionally on the deposit of checks they notify us and we follow up to find out where it is or if it was an unreadable check.

F5: The Cash box log shows that the balance of the cash box was maintained monthly at the established amount until June 27, 2007. The amount was not reconciled again until December 12, 2007.

I agree with this Finding

The statement that was made is basically true but needs to be clarified; The Petty Cash Box total was only reconciled every time anyone entered it or had a transaction from it. So it is right that it was not reconciled every month, only the times it was used and it is kept locked and in the locked safe at all times. It was not

used between June 27, 2007 to December 12, 2007, but since then, the Board has directed it to be reconciled weekly from now on. I am not aware of any requirement by government agency or law that require it to be verified at any given frequency.

F6: Several members of the Esparto CSD Board of Directors have been serving in that capacity for many years. The current Chairperson has been on the Board for eight years and has been serving as Chairperson for all but a couple of months.

I agree with this Finding

This item is a political issue and as far as I know there is no law against it. The selection of the Chairman and Vice Chairman is by nomination and vote of the Board as a whole, annually.

F7: The minutes of the Board of Directors meetings are grammatically flawed and are inaccurately paraphrased when compared to the audible recordings.

I Disagree with this Finding

All Board Members have the minutes of each meeting to view before the meeting they will be adopted in and if any Board Member wants changes to the Minutes they state it and if all other Board members agree it is changed to reflect what they wanted and brought back at the next meeting. When minutes are approved all Board members vote on approval of the minutes. These voted on minutes are the legal minutes that are approved; they do not approve the recordings because they are only kept to only verify the votes.

A Board Member addressed this issue of transcribing minutes that could be slanted, so the Esparto Community Services District Board voted to have Action Minutes only unless specifically requested by a Director to have something noted or recorded in the Minutes.

F8: The request for a Water Audit per the meeting minutes from June 13, 2007 was never addressed.

I Disagree with this Finding

The Water Audit was addressed at numerous meetings and the Board felt it would be dealt with when the meters are installed in a short period of time, then it could be addressed monthly.

RECOMMENDATIONS

08-20: In order to oversee the office accounting procedures and other controls, the General Manager/Superintendent should work the same hours as the office staff.

The only way this recommendation could be followed is to renegotiate my contract with the district and it would be an act of futility considering that I normally work from 6.30am to approximately 4:00 or 4:30pm each day since the USDA Project has been going and we have been having at least two meetings a month lasting to somewhere between 11:30pm and 1:00am.

The General Manager is under contract and the contract does not address hours because it is an Exempt Position under Fair Labor Standards, this Exempt Determination means the position cannot receive overtime unless it is specified in the contract and by the same token cannot deduct salary from position because of hours. The Contract is for whatever it takes to run the District and for the last year or more I have been averaging approximately 65 hours per week, so I would be more than happy to work 8 hours a

day and get paid overtime for hours over 40 per week, based on my salary per hour calculated on a 40 hour work week. This is commonly known as "You can't have your cake and eat it too" you are either exempt or not.

As General Manager I have been logging a lot of hours at the District and with Board Meetings lasting until after 1:00 AM and I generally work through my lunch hour while I eat and while waiting for Board Meetings at night I also work.

The majority of Board members trust my judgment and accounting/finance knowledge but I cannot be responsible for decisions made by former Managers, I can only try to rectify the issues and move on. I have government accounting and finance experience and my education was acquired through the University of California Sacramento and I have been working in the field in one place for 33 years before I came to work for the District. I have been trying to bring a "Good Ole Boy System" into the real world and in doing so, there are a few that do not like the change in operations and complain continuously.

08-21: The General Manager/Superintendent should implement a method of time keeping for staff. Alternatives might include an automatic time keeping system or a computerized method to eliminate the possibility of unsupervised staff claiming unwarranted time for compensation. It is recommended the General Manager/Superintendent require pre-approval of all vacation and /or personal time to assure the staff is properly accounted for.

This recommendation will not be followed because it is already being done, it is normal operating procedure for any Manager or Supervisor.

The Esparto Community Services District has a very good method of time keeping for staff, including Employee filled out time cards that are signed by the Employee and the General Manager approving them, and then the signed time sheets are given to the Administrative Assistant. The Administrative Assistant then transfers the payable hours to the Yolo County Time Sheets, then the assistant records the sick leave, vacation and float days and calculates the accumulations and produces a report for every Employee in the District. The District also utilizes CTO time that is allowable through Fair Labor Standards, the Record keeping of this is very detailed and every incidence of allowable time on the CTO Sheet is signed by the General Manager and they are kept just like time records.

The Grand Jury never asked for these records nor did they have a committee come to the District to look at these records as they are confidential Employee records and should be viewed here at the District because these types of records should not leave the District Office. The Grand Jury reviewed only the time records the employees are paid from which are Yolo County Time Sheets.

All time that is taken off, is approved by the Manager, or in his absence the Administrative Assistant, prior to the Employee taking the time off, except sick leave and employees know to call in as soon as possible or as soon as they know they will not make it to work under sick leave. The General Manager then notes it in his book and informs everyone else they will be gone.

The Grand Jury never asked questions on this so I must assume it was from a complaint.

08-22: The General Manager/Superintendent should revise the classifications of the job descriptions for the Esparto CSD personnel. Job descriptions should provide concise information on the job skills required, and reflect increases in responsibility to justify each position. The General Manager/Superintendent should seek guidance from the Yolo County Department of Human Resources in the development of the job descriptions.

This recommendation will not be followed because it is not the General Manager that makes the decision to redo the job descriptions, it is only my job to follow the direction of the Board and do background they request me to do on the positions.

I am satisfied with our Job Descriptions but will contact the Yolo County Human Resources Department if directed by the Board of Directors and ask for comparable job Descriptions written to account for the many hats the Employees wear in a small District Like ours. Please keep in mind we are an Independent Special

District and not a division of the County, so County or City Job Descriptions are usually different, as those Job Descriptions are usually more narrowly defined, so the duties are more specific.

08-23: Given the number of recurring accounting errors, the General Manager/Superintendent should evaluate the current methods of internal controls, take more responsibility in the accounting process, and routinely check the work of the office staff to ensure accuracy.

This Recommendation will not be followed first of all because referring to the “number of reoccurring errors” is easy to say when you do not have to prove it. I am not aware of all these errors to which they are referring. An occasional error is unavoidable but the way they are using the term it almost infers the errors are done on purpose.

I am sorry but I do not know about the accounting errors the Grand Jury is citing, how can I explain anything with such generalized accusations with no declaration of incidence. I feel I do adequate internal controls and check the work of the office personnel. There is going to be a mistake once in awhile we are all human, but they are corrected and we move on, we do not dwell on mistakes and worry about them six months after they are corrected.

08-24: The Esparto CSD staff should include list tapes with daily deposits to the bank.

This recommendation will not be followed because it is impossible to follow when the Bank of the West refuses to except the lists or to even count the number of checks in each deposit.

I have tried to get the Bank of the West to except and sign off on Calculator Tapes for checks and they will not, they only count the cash. We have our Edit and Closing Lists checked by three people including the Deposit Slip before the Deposit is sealed and put in the Deposit Bag furnished by the bank. With the Bank of the West not willing to except the checks tape I asked for them to do a count of the Checks and they also responded in the negative said it was too time consuming. Attached is a letter from the Bank of the West confirming this to the District.

The Following are my responses to Items the Board has been asked to respond to:

08-25: The Esparto CSD Board of Directors should hire an independent auditor to complete a thorough financial audit.

This recommendation will not be followed because the Esparto CSD already has an Independent Audit done every year and to have more than one per year is ridiculous.

The Esparto Community Services District has an Independent Audit done every year and has had them done for years, before that I do not know as it was before the records I have reviewed. In addition to the law the District has had the requirement since the District first barrowed funds to construct a Water Storage Tank and then filed for USDA funding. They are on file at the District but the Grand Jury did not request them.

08-26: The Cash box should be balanced and reconciled monthly at the amount specified by the Board of Directors. It is recommended that the cash box amount be reduced by half, as it is apparent the current amount is beyond what CSD needs on a monthly basis.

The Recommendation to reconcile the Petty Cash box monthly will be amended to be reconciled weekly. The Level at which it is maintained is the Board's decision and they have decided to lower the Petty Cash Fund to \$250.00.

The Petty Cash Box was balanced and reconciled each time anyone would enter it to do change or reimbursement and it was done by someone other than the person that had used it. To change to balancing and reconciling weekly is no problem and we will start immediately.

08-27: The Board of Directors should rotate the responsibility of the chair person amongst members every two years. This will help the Board of Directors maintain more objectivity and accountability in their responsibilities.

Just statement of Facts. No recommendation.

The rotation of the Chairman and Vice Chairman are done amongst the Board Members, the two seats are nominated and a vote of the Board decides who will be in what position. This is a democratic system and as such needs to be voted in by a Board voted into Office by the public or to be voted into those positions by the public, anything other than that would be a violation of Democratic Ethics. Term limits can be voted in by the public as has been done in our federal government but I feel that is the only proper way to have Term limits.

08-28: The Board of Directors should consider advertising vacancies on the Board by including notices in the monthly billings in addition to postings with local agencies and businesses.

Just statement of Facts. No recommendation.

The Esparto Community Services District like most other Districts and Cities utilizes a post card billing system and there is not enough room for the required posting verbiage. The Board of Directors does meet all required postings by law. The Board is also open to any new or innovated ways of advertising these openings as long as it is not out of line on costs to the District.

08-29: The Board of Directors should insist their meetings are recorded in a more effective and accurate manner and eliminate paraphrasing of the minutes by the Clerk to the Board. The Board of Directors should take care to review the minutes before approving them as being clear, concise and correct.

Just statement of Fact. No recommendation.

The Esparto Community Services District Board of Directors has already adopted utilizing Action Minutes and the tapes are only for backup of the motions and votes. The Approved Minutes of the Meetings are the Legal set of Minutes and the recordings basically kept to backup the Adopted Action Minutes of each meeting then they are destroyed after five years. Myself I think it would be appropriate to destroy the recordings six months after the minutes are adopted, that is three months after any person or Board Member can challenge the minutes.

The board has asked me to inquire into up to date methods of recordings and I have been looking at the Boards options and have learned that this can be done with the purchase of a compact disc player/recorder amplifier and new microphones. Our problem comes from the fan noise in the Board Room and I am also looking into sound deadening movable wall for the controls during Board Meetings.

08-30: CSD should perform an internal water audit.

Just statement of Fact. No recommendation.

The Board has taken action on this item. The adopted action was to wait for the meters to be installed.

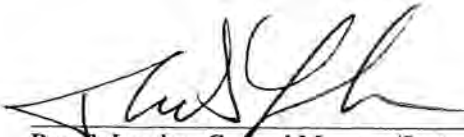
08-31: The 2007-2008 Grand Jury recommends that the 2008-2009 Yolo County Grand Jury monitor the CSD.

No Recommendation or response.

SUMMARY

I feel the Grand Jury should make sure they are doing their due diligence with the use of committees or research teams for each area of investigation, County Departments, Cities, County Districts and Special Districts. Visit each site to review their records considering some of the records are employee records and don't normally leave the District Office. I would like to invite the Grand Jury or a committee of the Grand Jury to come to the Esparto Community Services District and inspect all the records that the accusations concern and see for themselves there is no problem with any of our record keeping or Time Sheet records or any records required of a Special District Government. It is the only way to eliminate unwarranted accusations and innuendo. I feel the District and I have received unfounded accusations that have irreparably harmed and damaged my and the Districts integrity. These accusations would not have been made if the records would have been reviewed and investigated properly. I also feel the Grand Jury should have some guidance by the Court System. This District does not deserve to be chastised in the public. Everyone knows, the only thing that will remain in peoples minds, are the accusations, no matter how much you disprove them.

At least the Grand Jury could have referred to the District as ECSD (Esparto Community Services District) not CSD, as CSD is a California Special District or just a Community Services District and does not refer to any specific District.



Ron S. Loudon, General Manager/Supt.
Esparto Community Services District

Cc: Board of Directors, Esparto Community Services District
Duane Chamberlain, Chairman and the Yolo County Board of Supervisors



Esparto Community Service District
Dedicated to Safe Water and Responsible Waste Management

P.O. Box 349, 26490 Woodland Ave, Esparto, CA 95627
Phone: 530-787-4502 Fax: 530-787-4219
E-mail: ronloudon@sbcglobal.net

August 13, 2008

Honorable Steven M. Basha
Judge, Yolo County Superior Court

Pursuant to California Penal Code Section 933.05 and in accordance with the 2007/2008 Yolo County Grand Jury Report dated June 30, 2008 (the "Report"), the Board of Directors (the "Board") of the Esparto Community Services District (the "District") submits the following responses to the finding and recommendations of the Yolo County Grand Jury (the "Grand Jury"):

Findings F1 through F8:

Finding F1: The Board disagrees with this finding. The Board disagrees due to; no supporting evidence. The time sheets which were evaluated by the Grand Jury did not reflect the vacation/sick/float time. Also, the Grand Jury did not ask for internal records, which would make it a little more specific. The records are available, if the Grand Jury would ever like to reevaluate the findings.

Finding F2: The Board disagrees with this finding. The Board disagrees due to; the first sentence being an acceptable business practice. The second sentence is not a true statement. The pay scales are adopted by the Board of Directors, and there is association in the separation of responsibilities and education.

Finding F3: The Board agrees with this finding.

Finding F4: The Board agrees with this finding.

Finding F5: The Board agrees with this finding.

Finding F6: The Board agrees with this finding.

Finding F7: The Board disagrees with this finding. The Board has taken steps to take care of the problems of paraphrasing by enacting action minutes in order to make the minutes more effective and accurate.

Finding F8: The Board disagrees with this finding. The Board found this statement to be a false statement. The Board *has* addressed the issue of a water audit and determined when the water meters are installed; the water audit issue will be addressed every month when the meters are read.

Recommendations 08-25 through 08-30:

Recommendation 08-25: This recommendation had already been implemented, as the District does do an independent audit every year.

Recommendation 08-26: Action on this recommendation was taken by the Board at the July 23, 2008 Special Meeting; the cash box will be counted once a week and the cash will be reduced from \$500.00 to \$250.00.

Recommendation 08-27: Action on this recommendation was taken by the Board at the July 23, 2008 Special Meeting; the Board of Directors will follow District Policy, as in place at this time. Should a Board member request a Policy change of the Election of Officers, the Board will consider it at that time.

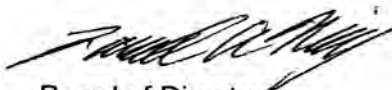
Recommendation 08-28: Action on this recommendation was taken by the Board at the July 23, 2008 Special Meeting; the Board advertises through various means of local agencies, businesses, and that the district is willing to entertain other avenues to notify its constituents of board openings.

Recommendation 08-29: Action on this recommendation was taken by the Board at a prior Meeting; the Board has adopted action minutes to take care of the problems of paraphrasing in order to make the minutes more effective and accurate. The Board will also consider changing its place of meeting or sound deadening options, in order to have a more comfortable setting for recording.

Recommendation 08-30: Action on this recommendation was taken by the Board at a prior Meeting; determining the issue will be addressed with the future installation of the water meters being installed with the current water project.

It is the Board's understanding, that Ron Loudon, the District's General Manager, has responded or will be responding separately to Recommendations 08-20 through 08-24 contained in the Report, as directed by the Grand Jury in the Report.

If you have any questions concerning any of the District's responses set out in this letter, please do not hesitate to contact Laurel Kieny, Board President, at 530-787-4502.



Board of Directors
Esparto Community Services District

Yolo County Office of Emergency Services and Yolo County Branch Libraries



COUNTY OF YOLO

Office of the County Administrator

Sharon Jensen
County Administrator

625 Court Street, Room 202 Woodland, CA 95695
(530) 666-8150 FAX (530) 668-4029
www.yolocounty.org

August 7, 2008

The Honorable Steven Basha
Judge of the Superior Court
725 Court Street
Woodland, CA 95695

Dear Judge Basha:

I hereby formally transmit the enclosed responses from Yolo County to the 2007-2008 Grand Jury Final Report, as approved at the August 5, 2008 meeting of the Board of Supervisors.

The Board of Supervisors and county administration appreciate the work by this Grand Jury and wish to thank the Superior Court for its cooperation in this matter.

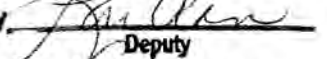
Respectfully,

Sharon Jensen
County Administrator

Enclosure

RECEIVED
YOLO SUPERIOR COURT

AUG - 7 2008

By 
Deputy

Almaraz



COUNTY OF YOLO

Office of the County Administrator

Sharon Jensen
County Administrator

625 Court Street, Room 202 Woodland, CA 95695
(530) 666-8150 FAX (530) 668-4029
www.yolocounty.org

August 5, 2008

Honorable Steven Basha
Judge of the Superior Court
725 Court Street
Woodland, CA 95695

RE: 2007-08 Grand Jury Final Report

Dear Judge Basha:

The following is the response to the 2007-08 Grand Jury Final Report from the Yolo County Board of Supervisors, the County Administrator/Director of Emergency Services, the Manager of Emergency Services and the Yolo County Librarian/Archivist.

For purposes of readability we have included the Grand Jury's recommendations in italics.

08-32 *"OES should further develop its web page to make it a more effective and timely source of guidance and information for Yolo County residents, with links to other agencies and resources directly relating to emergency health and safety guidance. Such information and guidance should be regularly updated to reflect changes in relevant information and internet links."*

This recommendation has been implemented.¹

In April 2008, the newly designed county web site was activated, and the Office of Emergency Services (OES) was provided a space in which to develop pages containing general and specific information relating to all aspects of preparedness and emergency management. The OES space on the county web site provides information on disaster preparedness, emergency alert and warning, plan development, current road conditions, shelter activities, the emergency operations center, links to local and state resources, and other information pertaining to emergency management within Yolo County.

¹ §933.05 of the California Penal Code requires the county to respond to each of the Grand Jury's recommendations in one of the following ways: (1) The recommendation has been implemented; (2) The recommendation has not yet been implemented, but will be implemented in the future; (3) The recommendation requires further analysis, with an explanation; and (4) The recommendation will not be implemented because it is not warranted or reasonable.

The OES web pages are located at: <http://www.yolocounty.org/Index.aspx?page=601>. They also can be found under the community and government menus at: www.yolocounty.org.

08-33 *"The OES web page should be utilized as an important method of disseminating specific information to Yolo County residents during emergencies and declared disaster situations."*

This recommendation has been implemented.

The county web site, including the OES pages, is designed for the rapid dissemination of critical public safety alerts and essential preparedness information to the public during periods of actual or potential emergency. The county web site is so designed that the front page may to be altered so that essential public safety advisories can be immediately disseminated without needing to undertake a more in-depth search of web pages.

08-34 *"OES should spearhead implementation of routine and thorough readiness inspections and tests of key communication facilities by the police and fire protection agencies within Yolo County to prevent future failure of emergency communication networks and other crucial equipment. OES should consider developing a cooperative cross check of readiness by one agency with other agencies serving similar missions within Yolo County, or where more appropriate, with similar agencies from other neighboring jurisdictions."*

This recommendation will not be implemented because it is not warranted.

The maintenance of key communications facilities, although of concern to the county OES, is beyond the direct scope and responsibility of the OES. The county OES supports, advocates, and encourages the timely and efficient inspection and maintenance of public safety communications systems, but functional oversight is not within OES' responsibility or technical purview.

08-35 *"The OES should ensure sufficient and appropriate training, functional drills and tabletop exercises to prepare local agencies for emergencies deemed most likely to occur."*

This recommendation has been implemented.

The county OES devotes extensive staff time and resources to the development, presentation, and evaluation of both internal and multi-jurisdictional training and exercise activity. In 2007-08, the OES coordinated or supported the presentation of numerous training courses

for local agencies including intermediate and advanced Incident Command System (ICS) coursework, the National Incident Management System (NIMS), and Emergency Operations Center (EOC) orientation.

Also in 2007, the OES conducted several interagency emergency exercises, including a flood response exercise, and an operational area functional exercise involving a simulated mass evacuation hosting event. In 2008, the OES activated the EOC in response to January storms, mobilized county and allied agency personnel in response to extreme heat, coordinated the response of mutual aid resources to regional fires, and is scheduled to conduct an interagency mass fatality exercise. Inter-jurisdictional training and exercise activity is regularly discussed with the operational area partners to ensure close coordination and integration of response efforts.

08-36 *“The OES should procure an updated automated telephone dialing system to quickly issue warnings and related information important to Yolo County residents on a targeted notification area basis.”*

The recommendation requires further analysis.

The county OES, in collaboration with the partner jurisdictions and agencies of the Yolo operational area, has been developing technical criteria for the procurement of a replacement automated telephone alerting system for the past year. An operational area subcommittee, coordinated by county OES, has been working to identify system needs and capabilities, and develop appropriate technical specifications for the eventual release of a request for proposal (RFP) from suitable commercial vendors.

Moreover, county OES plans to apply for funding through the 2008 Federal Homeland Security Grant Program to pay for a new system following a successful procurement evaluation process. To date, the county, City of Woodland, and City of Davis have indicated interest in being part of a coordinated system that utilizes a new automated alert warning network within all affected Yolo County jurisdictions.

08-37 *“The capabilities of the EOC to effectively coordinate interagency disaster response and relief should be fleshed out by implementation of appropriate software applications and more meaningful communications capabilities within the EOC.”*

The recommendation requires further analysis.

The county Emergency Operations Center (EOC) is currently equipped with computers that include productivity software that is designed to facilitate integrated information coordination both internally as well as with our partner jurisdictions and agencies. The utilization of this computer software is integrated into staff EOC training, and is constantly evaluated as to efficacy and appropriateness. Additionally, the OES has been working with the Yolo Emergency Communications Agency (YECA) to identify methods of providing a more substantive communications capability in the county EOC, most notably in the manner of real-time computer aided dispatch accessibility. Any radio communications capabilities for the county EOC will remain dependent upon the existing YECA public safety radio network.

08-40, 08-41, 08-42 and 08-44

The Yolo County Grand Jury informational brochure, complaint form and most recently published Yolo County Grand Jury Report should be made available and easily accessible at the Clarksburg branch library (08-40), the Davis branch library (08-41), the Knights Landing branch library (08-42) and the Arthur F. Turner branch library (08-44).

These recommendations have been implemented.

The Clarksburg Branch Library, the Mary L. Stephens Davis Branch Library, the Knights Landing Branch Library and the Arthur F. Turner Branch Library each have a copy of the 2007-08 Yolo County Grand Jury report and will include future reports in the permanent reference collection along with copies of the Yolo County Grand Jury informational brochure and complaint form. Handout copies of the report, the brochure and the complaint form were supplied by Yolo County Superior Court, and are available to the public.

08-43 (Knights Landing)

"Install an answering machine which can provide an outgoing message of the library hours and is capable of recording voice messages."

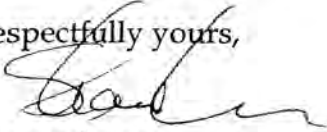
This recommendation has been implemented.

An answering machine which provides recorded messages of library hours and is capable of recording messages from the public has been ordered and will be installed at the Knights Landing Branch of the Yolo County Library. All public outlets of the Yolo County Library now have answering machines with recorded messages and also allow library users to leave a message.

Additional Comments

The Board of Supervisors and County Administrator acknowledge the work and community service of the Grand Jury. Please feel free to contact me at any time should you need the assistance of my office.

Respectfully yours,



Sharon Jensen
County Administrator

cc: Members of the Board of Supervisors
County Counsel
Manager of Emergency Services
Yolo County Librarian/ Archivist



COUNTY OF YOLO

Office of the County Administrator

Sharon Jensen
County Administrator

RECEIVED
YOLO SUPERIOR COURT

SEP 25 2008

By *[Signature]*
Deputy

625 Court Street, Room 202 Woodland, CA 95695
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www.yolocounty.org

September 25, 2008

The Honorable Steven Basha
Judge of the Superior Court
725 Court Street
Woodland, CA 95695

Dear Judge Basha:

I hereby formally transmit the attached amendment to the Yolo County response to the 2007-2008 Grand Jury Final Report, as approved at the September 23, 2008 meeting of the Board of Supervisors.

In August 2008, the county responded to recommendations made by the 2007-2008 Grand Jury in its final report. In preparing that submission a response to recommendations 08-37 was inadvertently omitted. The response to recommendation 08-38 was mislabeled as 08-37. This amendment corrects both of these oversights.

The Board of Supervisors and county administration appreciate the work by this Grand Jury and wish to thank the Superior Court for its cooperation in this matter.

Respectfully,

Sharon Jensen
County Administrator

Enclosure




COUNTY OF YOLO

Office of the County Administrator

Sharon Jensen
County Administrator

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TO: Supervisor Duane Chamberlain, Chairman
and Members of the Board of Supervisors

FROM: Sharon Jensen, County Administrator 

DATE: September 23, 2008

SUBJECT: Amendment to the Yolo County response to the 2007-2008 Grand Jury final report. (No fiscal impact)

RECOMMENDED ACTION

Approve the attached amendment to the Yolo County response to the 2007-2008 Grand Jury final report and authorize the County Administrator to transmit this amendment to Judge Basha of the Superior Court.

FISCAL IMPACT

None

REASON FOR RECOMMENDED ACTION

In August 2008, the county responded to recommendations made by the 2007-2008 Grand Jury in its final report. In preparing that submission a response to recommendation 08-37 was inadvertently omitted. The response to recommendation 08-38, was mislabeled as 08-37. This amendment corrects both of these oversights.

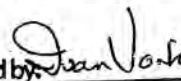
BACKGROUND

According to Penal Code Section 933 and 933.05, the county is required to respond in writing to the findings and recommendations of the Grand Jury report. This action is made to rectify oversights made in the initial response to the Grand Jury report.

OTHER AGENCY INVOLVEMENT

No other agency involvement was involved in the preparation of this report.

ATTACHMENT: Amended response to the 2007-08 Yolo County Grand Jury final report

Reviewed by:  Phone #: 8067



COUNTY OF YOLO

Office of the County Administrator

Sharon Jensen
County Administrator

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September 23, 2008

The Honorable Steven Basha
Judge of the Yolo County Superior Court
725 Court Street
Woodland, CA 95695

RE: 2007-2008 Grand Jury Final Report - Amended Response

Dear Judge Basha:

We have recently discovered that the Yolo County response to the 2007-08 Grand Jury Final Report, submitted to you on August 5, 2008, mislabeled one response item and inadvertently omitted another response. Please accept the amendments as herein submitted.

1. The response to recommendation 08-38 was inadvertently labeled as 08-37, in the original submission. The quoted recommendation and the response to that recommendation were correct in the original submission but should be amended to read 08-38.
2. The response to 08-37 was omitted and the original response should be amended to include the following:

08-37 "Yolo County should promptly address the lack of adequate countywide radio communication capability among emergency response agencies and relevant special districts and cities within Yolo County during emergency and disaster situations."

The recommendation requires further analysis.

Although Yolo County strongly advocates and encourages the development of a robust and integrated radio communications capability, the county can not singularly address inadequacies in the existing system. The county will continue to work collaboratively with all jurisdictions and agencies in the goal of achieving enhanced interoperability within the existing public safety communications system as it relates to emergency and disaster situations.

Please accept my regrets for these oversights. Feel free to contact me at any time should you need the assistance of my office.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'Sharon Jensen', written in a cursive style.

Sharon Jensen
County Administrator

