

Sacramento County Grand Jury



**Final Report
2011 - 2012**

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Sacramento County

Grand Jury



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**Don Prange Sr.
Foreman**

Richard Barbar

Terry Carter

Nancy Davenport

Robert DeVoe

Lois Graham

Donald Katz

Richard Kellough

Patricia McCauley

Paul McAmis

Ralph Merrill

William Motmans

Bonnie Parrett

Marilyn Siefker

Kathryn Smith

Jean Thuotte

Robbie Waters

Anne Wolfe

Karen Young

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO
Grand Jury

Honorable Judge Raymond Cadei
Sacramento Superior Court
720 9th Street
Sacramento, CA95814

Dear Judge Cadei and the Citizens of Sacramento County:

I am pleased to present this Final Report from the 2011-2012 Grand Jury to the residents of Sacramento County. Citizens from all walks of life make up the Grand Jury. The Sacramento County Grand Jury serves for a period of one year, beginning July 1st and ending on June 30th of the following year. The composition of the Grand Jury is made up from a pool of applicants and a random selection of ordinary people who are willing to devote a year of their life to making things better in their county. California and Nevada are the only states that have civil Grand Juries. On occasion, the civil Grand Jury is asked by the District Attorney or the Attorney General to hear a criminal case. This year's Grand Jury did in fact hear cases from both legal departments. Once sworn in, our task of reviewing civil complaints started almost immediately. There were more than 50 complaints received and reviewed during the course of the year.

The complexity of the investigations became apparent from the start. We brought in several complainants for interviews and subpoenaed numerous witnesses to appear before the Grand Jury. It became so busy, we were spending 2 to 3 days a week taking sworn testimony from witnesses. We also issued 2 indictments, one for the Attorney General's office and the other for the District Attorney's office.

In January, 2012, a new law went into effect allowing witnesses to have his/her attorney present inside the courtroom while the witness is testifying. This new law proved a burden to this jury and in many ways caused problems that must be addressed for future Grand Juries.

I want to thank County Counsel Robert Ryan who issued the subpoenas requested and Judge Cadei for reviewing and signing the documents. Thanks to a very valuable part of our team, the Grand Jury Coordinator, Becky Castaneda. Since the Grand Jury only has an office staff of one, Becky diligently kept records and documents, answered all calls to our office, and helped to manage nineteen people with their projects, complaints, and questions. She also coordinated the scheduling of courtrooms, court reporters and prepared for the empanelment. After completing all these tasks for everyone at the end of our 2011-2012 year, she starts all over again for the next Grand Jury.

I want to thank the majority of the individuals who appeared before the Grand Jury this year, some of whom had to be called back several times while the investigations kept expanding. My thanks to the county employees who were willing to file a complaint and/or testify while risking retaliation.

It should be noted that the Grand Jurors met with complainants and witnesses during the day, evenings and sometimes on Saturday. Sacramento County will be better served in the future because of the efforts of this Grand Jury.

Sincerely,

DONALD PRANGE SR., Foreperson
2011-2012 Sacramento County Grand Jury

DP/bc

2011 – 2012 Sacramento County Grand Jury

1st row: (left to right)

Lois Graham, Bonnie Parrett, Judge Raymond Cadei, Becky Castaneda (Grand Jury Coordinator), Don Prange Sr. (Foreperson), Paul McAmis

2nd row: Richard Kellough, Karen Young, Jean Thuotte, Patricia McCauley, Terry Carter,
Nancy Davenport, Donald Katz, Marilyn Siefker

3rd row: Robbie Waters, Kathryn Smith, Richard Barbar, Bill Motmans, Ralph Merrill,
Robert DeVoe

Sacramento County Grand Jury 2011 – 2012

Richard Barbar	Sacramento County Resident	Carmichael
Terry Carter	Probation Officer Retired	Sacramento
Nancy Davenport	Educator, Former Los Rios Board Member Retired	Elk Grove
Robert DeVoe	Retired USAF Officer Attorney at Law	Sacramento
Lois Graham	Sacramento City Unified School District Administrator Retired	Sacramento
Donald Katz	Securities Controller Retired	Elk Grove
Richard Kellough	California State University Professor Emeritus	Sacramento
Paul McAmis	Motion Picture/TV Executive and Producer Retired	Sacramento
Patricia McCauley	Civil Engineer	Sacramento
Ralph Merrill	Retail Sales Manager Small Business Owner Retired	Sacramento
William Motmans	Investigator Retired	Sacramento
Bonnie Parrett	LVN/Case Manager	Rancho Cordova
Don Prange, Sr.	Police Chief, Retired	Citrus Heights
Marilyn Siefker	Sacramento Superior Court Retired	Citrus Heights
Kathryn Smith	Homemaker and Mother of 4	Folsom
Jean Thuotte	Military and Law Enforcement Retired	Galt
Robbie Waters	Sheriff, Sacramento County Retired	Sacramento
Anne Wolfe	Sacramento County Resident	Sacramento
Karen Young	Sacramento City Unified School District Board of Education Trustee, Retired	Sacramento

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YEAR IN REVIEW

The 2011 – 2012 Grand Jury Perspective

The 2011 – 2012 Grand Jury served for one year and completed its term on June 30, 2012. More than 45 allegations and complaints were received and reviewed.

This Final Report details specific investigations leading to recommendations for the named districts, county, and city agencies. However, these investigations do not cover the entire scope of the activities the Grand Jury pursued. The Year in Review section provided additional information on tours and complaint evaluations. It should be noted that while the duties of the Grand Jury are primarily civil in nature, the jury might be called upon by the District Attorney or the Attorney General's Office to issue criminal indictments. This past year we participated in three (3) indictment proceedings.

A mandated function of the Grand Jury is to tour each correctional facility within the county.

The Grand Jury toured the following facilities:

California State Prison, Sacramento

Folsom State Prison

Sacramento County Main Jail

Rio Cosumnes Correctional Center (RCCC)

Sacramento County Youth Detention Facility

Additionally the Grand Jury toured:

Sacramento Metropolitan Fire District

Sacramento City Fire Department

Sacramento District Attorney's Laboratory of Forensic Services

Sacramento County Department of the Coroner

Sacramento County Child Protective Services

Sacramento County Animal Shelter

Sacramento Society for the Prevention of Cruelty to Animals (SPCA)

COMMITTEES

The work of this year's Grand Jury was organized by the following subject committees: Administration and Municipal Affairs (AMA), Education, Criminal and Juvenile Justice (CJJ), Environment, Public Works, and Special Districts (EPS), Health and Human Services (HHS), Continuity and one Ad-Hoc Committee, Audit.

Administrative and Municipal Affairs Committee

The Administrative and Municipal Affairs Committee (AMA) is responsible for investigating the policies and procedures relating to the administration and management of municipal agencies within Sacramento County. The committee reviewed related budgets, organizational charts, and policies of municipal agencies.

This year, AMA received and reviewed nine (9) complaints.

Criminal and Juvenile Justice Committee

The role of the Criminal and Juvenile Justice Committee (CJJ) is to review and investigate complaints regarding the criminal justice agencies within Sacramento County. CJJ investigates agency and correctional facility compliance with their policies and procedures, as well as with state and federal laws.

During the year CJJ received and reviewed eighteen (18) complaints.

Education Committee

The role of the Education Committee is to monitor the activities of school districts within Sacramento County, as well as the Los Rios Community College District. The committee examined citizen complaints alleging school district irregularities.

During the year education received and reviewed 5 complaints.

Environment, Public Works and Special Districts Committee

The role of the Environment, Public Works, and Special Districts Committee (EPS) is to review local and county government agencies, as well as over 100 special districts located in Sacramento County.

During the year EPS received and reviewed eleven (11) complaints from citizens.

Health and Human Services Committee

The role of the Health and Human Services Committee (HHS) is to investigate and gather information on policies and procedures of the health and human service agencies serving Sacramento County. These include: Bureau of Family Support, Coroner's Office, Department of Health and Human Services, Department of Human Assistance, Department of Mental Health, Public Administrator/Public Guardian Services, and Senior and Adult Services.

The HHS received and reviewed two (2) complaints.

The HHS arranged tours of facilities in the Sacramento area. The committee investigated complaints and gathered information on policies and procedures of the Child Protective Services (CPS) agency.

County agencies toured by members of the Grand Jury included CPS facilities and the Coroner's office. Please refer to those reports, respectively, for more information.

Following the tours and gathering general information about procedures of CPS, most of the HHS committee's time was spent investigating a case of alleged child abuse.

Ad hoc Audit Committee

The 2011 – 2012 Grand Jury elected to form an Ad-Hoc committee to look into the audit practices of the Sacramento County Finance Department.

2011 – 2012 GRAND JURY TOURS

Sacramento County Main Jail Operated by the Sacramento County Sheriff's Department August 29, 2011

The Grand Jury met with the new Captain of Main Jail Division. She began working at the jail about 4 months previous to our visit. The Captain made some productive changes in interactions with staff, which have helped in the overall work morale.

Also present at our conference were the Assistant Commander, Operations Commander, Director of the Pharmacy, a gang department officer, the officer responsible for evacuation plans for the jail, and the Chief Jail Psychiatrist. There are 206 deputies on staff.

The jail is responsible for housing Sacramento County area inmates and also receives inmates from federal agencies. The facility was built to house 1,250 individuals, but as of January, 2012, was holding 2,148 inmates. Most of the prisoners at the main jail are there awaiting trial. Upon sentence they usually are moved to other county and state facilities.

The Grand Jury learned that there is only one county painter responsible for the jail and he was off work due to an injury. The GJ thought it would be an opportunity for inmate training, which in turn could provide hopes of their finding painting jobs upon release.

The jail is proactive in maintaining gang separation during incarceration. The search for gang affiliation begins with the arresting officers, and continues through booking. The booking officer works to identify the inmate's gang affiliation. In order to reduce disruptive activity, gang identification is especially important for assigning inmates to holding cells.

At the time of our visit, there had been two recent deaths in the facility; one person died from a seizure and the other the result of a homicide.

At the request of the Grand Jury we were given a tour of the in-house pharmacy. We were impressed with the safety precautions and inventory controls now in place. The automated dispensary system prevents misuse. The medications are individually wrapped with the inmate's name, the medication name, dosage, and directions for use. Unused medication is returned to the pharmacy and then sent to a destruction company.

Rio Cosumnes Correctional Center

September 8, 2011

The Rio Cosumnes Correctional Center (RCCC) is a 50-year old facility located on 70 acres south of Sacramento and Elk Grove. The RCCC is the primary custody facility for inmates sentenced to County Jail from Sacramento County Courts. An increasing percentage of the inmates are pre-sentence detainees housed at RCCC to keep the population of the Main Jail (located in downtown Sacramento) below the limit set by Federal decree. In addition, RCCC houses inmates enroute to other jurisdictions, federal prisoners under contract with the U.S Bureau of Prisons, and reciprocal prisoners from other counties. At the time of our visit inmate population was 1,762 male and 197 female.

Jurors learned of RCCC programs available for rehabilitation which include:

1. Adult Correctional Parolee Education Program.
2. Project Renewed Families, a re-entry program to target women with children and who are struggling with abuse and life deficits.
3. The Elk Grove Adult and Community Education (EGACE) in collaboration with Sacramento County Sheriff's Department, has been in effect for 35 years. EGACE provides Adult Basic Education where the inmates can prepare for their GED. Also, Parent Education and Housing for Accountable Living Transition/Residential Substance Abuse Treatment (HALT/RSAT) is available to inmates. Between RCCC and the Main Jail, this program serves nearly 3000 inmates per year. Vocational programs include welding, landscaping, cake decorating, culinary art, and food safety. Classes in personal development are also available.
4. The facility also has an engraving shop at which name tags were created and presented to the members of the Grand Jury.

The Culinary Arts and Food Safety Program are directed by Chef Trung Bui, who has dedicated his life to the program for more than twenty years. The program and his encouragement have helped inmates become productive citizens by having work training and experience upon leaving jail. In Chef Bui's Bistro the visiting jurors were served a very tasty lunch proving the inmates' food preparation and serving skills. Sharing a meal that was prepared and served by the inmates was a highlight of this tour.

The RCCC Captain would like to use the surrounding farmland that is available, by growing strawberries or other profitable produce. The large acreage available allows room for rescued horses, and other large animals, perhaps even cows that could be a source of milk. Plans are to have the inmates care for the animals. The officer explained the animals would help inmates develop a sense of compassion and more caring character.

Exercise programs are available to the inmates.

The RCCC psychologist told the jurors of the increased need for psychiatric and medical care. Noncompliant inmates, expensive medications, and a limited staff are conditions creating an increased challenge. There are two dialysis units at the RCCC. At the time of our visit six

individuals were being treated in those units. The Jury was told that the inmate population is aging and growing progressively ill, and becoming increasingly more expensive.

Cost saving efforts forced the closing of the RCCC Roger Bauman Facility. Due to AB 109, the realignment program of moving 40,000 prison inmates into county facilities is causing uncertain times for RCCC. They need to find new ways to pay for the potential influx of inmates. If the Roger Bauman Facility is re-opened, for the needed housing, it will be costly. This will require increasing staff, medical and food cost, and need for an increased budget.

Animal Shelters of Sacramento City and County September 12, 2011

Early during the Grand Jury year of 2011-2012, members of the GJ visited and toured three major animal shelters in the city and county of Sacramento—the County Animal Facility on 3839 Bradshaw Road, the Sacramento SPCA on 6201 Florin Road, and the City Animal Shelter at 2127 Front Street. Of the three, jurors felt that the visit to the City Animal Shelter was by far the most informative and complete tour.

The manager of the city shelter seemed right on—well prepared to receive us, to inform us, and to fully answer all our questions. Despite budget restraints and staffing problems in her brief time as shelter manager, she has been able to develop the shelter into a place of pride and success in saving pets. The City of Sacramento should feel proud of the work of this shelter.

The Grand Jury had received two complaints about the County Animal Facility. The complaints were prepared and presented to us in two large vinyl books of more than 400 pages total. The complaints were about the County Animal Facility’s management, employment practices, treatment of employees, use or nonuse of volunteers, abeyance of the animal protection act, and other accusations.

Further, the information provided reported that there is a coordinated effort to consolidate the County Animal Facility with the City Animal Shelter and the SPCA, referred to at the end of this report. We were told by the Assistant County Executive that a review and cost analysis study was underway.

Members of the GJ interviewed present and former employees of the County Animal Facility, the former ex-Director as well as the present CEO of the SPCA, and the current manager of the City Animal Shelter. We talked with full and part-time employees and with supervisors and volunteers. The GJ reviewed cuts made to the County Shelter, learning that there had been a recent cut of 50 percent of the employed personnel.

Is Consolidation of Facilities A Good or Bad Idea?

The County Animal Shelter is a relatively clean and modern facility, sheltering animals that are picked up by animal Wardens, and because it is a “county shelter” it must accept all types of

animals—including chickens, cows, and horses (for which it has a stable), as well as animals that are sick and injured. A rising cost of animal feed is a burden.

The shelter includes a stand-alone building, with operating rooms used at various times by local veterinarians. The building also is used to euthanize animals that are too ill or too aggressive to be wanted for adoption.

Due to a recent reduction in staff, the shelter relies more on volunteers to feed, walk, and care for the animals. The GJ found full time employees often to be doing double duty. The assistant director answers phone calls, arrives early to help clean kennels, unload animals from cages where they have for varying reasons been dropped off by citizens.

The SPCA is a 501(c)3 agency, that is a nonprofit organization that has applied for and obtained recognition of tax exemption by the Internal Revenue Service (IRS). In addition to its many volunteers, the SPCA has employees, including veterinarians, who are paid for their work.

The SPCA is known as a “no kill” facility, doing its best to have its animals adopted. It has no animal control officers and so does not pick up stray cats and dogs. Some of their animals are transferred to the County Shelter on a regular basis.

The GJ tried to understand how these two city and county public funded shelters could consolidate with a 501(c)3 agency. One consideration is the pay structure; another is where the seriously ill or wounded animals would be located. How would the SPCA maintain its “no kill” policy, which goes a long way in helping to generate grants and public donations? Especially because the SPCA is regulated to a large extent by public donations while the other two shelters are maintained with public funds. The issue demands careful and thoughtful study.

There are many issues and potential stumbling blocks when considering such consolidation, and it’s likely that a consolidation would benefit one agency more than another.

Sacramento County Youth Detention Facility September 15, 2011

The tour provided the Grand Jury the opportunity to visit to Sacramento County Youth Detention Facility, also referred to as Juvenile Hall. We asked questions of the Probation Division senior staff and observed program operations. The Jurors were impressed with the facilities efficiency, cleanliness and educational offerings. We had opportunity to speak with a few of the incarcerated young people; they seemed well treated and respectful.

We met with an incarcerated 17-year old girl who stopped going to school. She said that she was bored with school because it had no relevance to her everyday life. This girl has a desire to attend culinary school and eventually open her own restaurant. We also spoke to a young man who was a repeat offender and felt little, if any, remorse for his drug-dealing habit.

The Juvenile Hall is the county's only detention facility for minors. At the time of our visit the youth ranged from 12 to 18 years of age. The present Hall population is 182, with a capacity of 445. Currently 30 females are held at the facility. Some young women enter the Hall pregnant and deliver their baby while in the Hall.

Upon entry into the system each youth receives a physical examination, and a psychological and literacy evaluation. They also make a Detention Risk Assessment. It is a tool to predict a youth's behavior to assist in future placement. The average stay is generally 17 days. Many are released within 72 hours.

The Juvenile Hall is a temporary facility to house young detainees waiting processing through the court system. Processing at the Hall begins with the booking process. This includes finger printing, photos, etc. Next they move to a private interview where staff decides where they will be housed. From there they move to a holding room and wait for cell assignment. Detainees may spend from 1 day to 3 years as they wait for a disposition.

The students attend school 5 days a week, with 240 minutes of class every day and 60 minutes of physical education. Classrooms are self-contained units, each with the same teacher for the full day.

Child Protective Services

September 22, 2011

The Grand Jury visited the office of Child Protective Services (CPS). A PowerPoint presentation with a question and answer period followed presented by the Acting Department Director and two Division Managers. They shared the changes that have taken place in the past three years to improve the program. Their three key points for best outcomes are: improved safety, increased permanency for children, and greater accountability for all involved.

Effective as of January 2012, the passage of AB 12, dependents may remain in county care up to 20 years of age. Reunification with the child's family is still the main priority with CPS, followed by guardianship with another family member, then adoption, and lastly foster care. Their goal is to avoid long term foster care.

1. A progress plan.
2. Policy and Procedure CD.
3. Audit information.

Staff reviewed for us the process of "immediate response" (IR) to a complaint of injury/abuse. A visit will happen in the first 24 hours. If physical injuries

The Grand Jury asked for and received these items to review:

CPS Tool for their Standard Decision Making Process: This resource helps to evaluate the needs of the child and family unit to develop are apparent, law enforcement will be called. Non-urgent complaints will be handled within 10 days. Intake calls range from 28-60 per month. Approximately 20 of those are investigated each month.

The CPS Staff includes social workers, hotline intake workers, program managers, supervisors and field workers.

CPS staff and Grand Jury reviewed their performance indicators for:

1. Timely response to immediate referrals.
2. Timely response to 10 day referrals.
3. Timely face to face contacts.
4. Safety Assessment Time to Completion.
5. Risk Assessment Time of Completion.

CPS has strong union representation for all staff, from secretaries to social workers. CPS states they lost 1/3 of their staff from budget cuts. Even with these cuts, more children have been served in the past year.

California State Prison Sacramento

October 13, 2011

Opened in 1986, this prison shares acreage with nearby Old Folsom Prison. In the beginning Old Folsom and New Folsom prisons were administered by the same Warden. Both are male only prisons. Although both are located in the town of Folsom, they share the mailing address of Represa, CA 95671. Represa means “dam” in Spanish, referring to nearby Folsom Dam.

In 1992 this “new Folsom prison” became a separate prison, with its own Warden, and was renamed California State Prison Sacramento. It is a multileveled security prison that includes prisoners who are difficult to manage and have long sentences, referred to as Level IV prisoners. At the time of our tour the inmate population was 3000, above the prison’s design capacity of 2031.

Jury members were impressed by the professionalism of staff. We first toured the “minimum security area.” This is referred to as Level I housing, with open dormitories and no secure perimeter. The minimum security area appeared relaxed, with inmates coming from or going to various work sites. During the day, inmates move about freely. At 8:00 p.m. they return to their quarters with lights out at 10:00 p.m. Good behavior and sentencing guidelines determines an inmate’s incarceration time in minimum security. There are vocational and educational opportunities for inmates.

Surrounding the maximum security area is a tall electric fence. Many signs warned of the lethal charge if one touched the fence. Netting over and around the fence protects birds and other animals from accidentally touching and being killed by the fence.

Entering the maximum security area, we observed increased security. Some prisoners were locked in "timeout cages." Although obvious to us, it was pointed out that inmates voluntarily separate in the yard according to race and/or gang affiliations.

The design of this maximum security area includes three separate and self-contained housing facilities that form a half circle, considered to be a very secure design because it gives control-booth officers a clear view of all prisoners.

We were shown the psychiatric and medical areas of the facility. Medical care is a major expense of the prison. The damage done by an inmate's past life style and the aging population are some of the reasons given for increased medical care and cost. Inmates who have begun a sex change treatment before entering the facility are able to complete the treatment in prison.

We were told that there is a plan to build a dialysis unit, adjacent to the facility. The prison staff consists of 1,700 people, 250 of whom are medical staff. A medical doctor is available 24 hours a day. Dental care is also provided.

The tour given by the prison spokesperson was most revealing, thorough, and appreciated by the jurors. All our questions were answered.

Sacramento County Coroner's Office

January 13, 2012

The Sacramento County Grand Jury toured the Sacramento County Coroner's Office. The coroner provided an overview of the duties and responsibilities of the Coroner's Office and personally conducted the tour of the facility.

The Office of the Coroner is composed of 34 County employees including professional deputy coroners, forensic pathologists, morgue support staff, administrative and clerical personnel. It investigates all suicides, murders, auto accidents, and deaths under suspicious circumstances, to determine the manner and causes of death. They also notify next of kin, return property belonging to the decedent to the legal next of kin, issue death certificates, and dispose of remains.

The Coroner's Office is also involved in community-oriented programs including: Youthful Drunk Driver Visitation Program, Child Death Review Committee, Domestic Violence Death Review Committee, and Elder Abuse and Neglect Committee.

More than 50% of all deaths in Sacramento County are reportable Coroner's Office cases as required by code. All reported cases involve a Deputy Coroner investigative component and

approximately 20% require an autopsy, external body review, or medical record evaluation by the Coroner's Office to determine the cause of death. Last year over 3,700 cases were physically investigated and about a third of these cases were autopsied.

According to the Coroner's Office it has lost numerous positions to budget cuts, resulting in mounting delays for closing cases and issuing autopsy reports. Timely and accurate autopsy reports are vital for prosecutors handling criminal cases and for families settling insurance claims.

Folsom State Prison

May 11, 2012

The Grand Jury had been scheduled to visit this prison in the fall, 2011, on two different dates, but each time our visit was cancelled due to prison lockdowns. Originally designed to house the most difficult inmates, this prison has a long history of violence. Much of its history can be followed by the many exhibits in the well-kept museum that is located at the entrance to the prison grounds.

Finally, in the spring, we were able to visit and found it to be an extremely interesting and educational experience. As with our visit to the California State Prison, Sacramento, (aka: New Folsom Prison) we were impressed by the courtesy and professionalism of the staff and the knowledge and experience of the prison's spokesperson who guided us throughout. We also met with the Warden, who answered all our questions and gave us further insight. As was also the case at California State Prison, Sacramento, we were told that increased medical care and costs are an ongoing and major concern at the prison.

Built in the decades following the California Gold Rush, the prison was opened in 1880. Folsom State Prison is California's second oldest State Prison, and one of the nation's first maximum security prisons, although no longer designated as a maximum security prison. Today Folsom State Prison houses minimum (level 1) to (level 3) prisoners. However, presently there are approximately 65 level 4 prisoners awaiting transfer to a maximum security prison.

Located along the shores of the American River, the prison's location was selected due to the unlimited amount of granite stone for use in building the prison, and the river provided a natural boundary. Inmates built the original buildings and the first dam and canal on the American River, which served not only as a water supply to the prison, but also provided water for a hydroelectric power plant, the first for the Sacramento area.

Although we didn't see them in action we understand the prison has a number of ongoing programs and productive activities for inmates, such as a license plate factory, masonry and other vocational programs, GED and ESL educational programs, and programs for inmates who are combating addictive behaviors.

Many prisoners were seen by us on the recreation yard, mostly younger prisoners. We were told that prisoners separated themselves on the yard according to gang affiliation and that older prisoners tend to not mingle with the younger ones.

COMMITTEE REPORTS

Education Committee Report

A major focus of discussion was The Sacramento County Office of Education (SCOE), the County Superintendent and the scope of SCOE's programs and services. SCOE serves as fiscal agent of Sacramento County's thirteen school districts, overseeing a budget of \$137 million dollars, and overseeing many programs and special campuses such as the Sly Park Outdoor Environmental Education Center and Juvenile Court Schools. The Committee considered in various ways the scope of SCOE with neighboring counties of El Dorado, Placer, San Joaquin, and Yolo.

It is recommended by this year's Education Committee Chairperson that a tour of SCOE and meeting with the Superintendent and staff be scheduled early during the 2012-2013 term of the Grand Jury.

Continuity Committee

Summary

The Continuity Committee is one of the committees that does not conduct investigations. Generally the responsibilities are to provide support to the full Grand Jury to enable smooth everyday functioning and comfort for all. Additional duties include outreach to the community to keep Sacramento County citizens aware of the work of the Grand Jury, recruitment for members of future juries and orientation of incoming jury members to provide an orderly transition from one year to the next.

Activities and accomplishments of the 2011-2012 Continuity Committee:

During 2011-2012 it was determined that the Sacramento County population had little awareness of what the Grand Jury does or of who may participate as a juror. Therefore, education, outreach and recruitment were the major focus. Activities to achieve these goals were:

1. A media statement was written and approved for distribution to 49 media outlets in Sacramento County. This statement was released on 3 occasions and was in addition to the regularly released announcement. As a result, several outlets had nicely visible statements.
2. The committee worked with the Sacramento County Grand Jury Association (SCGJA) to implement a speaker's bureau. A mailing list of three dozen organizations was developed, and a cover letter written. The letter will go with a copy

of the Grand Jury brochure. The letter offers the services of speakers to educate about and promote participation in the Grand Jury process.

3. A method to reach a wider audience for the final report was considered and an attempt to have a one or two page “Executive Summary” of findings published in local newspapers was made. The Sacramento Bee was contacted and it was determined that the cost was prohibitive. It was further investigated to see if the Bee might print such a report as a “public service;” unfortunately they could not do it at this time. However this possibility should be followed up in the future.
4. As the year progressed, the committee realized that the handbook provided all jurors outlines for “what” the committee is charged to do, but does not give details about when, where or how to carry out certain activities. The committee developed a Resource Manual that provides more background information with what, when, and how information for various required activities.
5. The committee planned and executed the orientation session for the incoming 2012-2013 Grand Jurors. This training was will be on June 19, 2012.
6. The Grand Jury handbook was in need of updating due to law changes and outdated wording and activities. The Continuity Committee facilitated the effort to update the handbook in time to have the new version for the incoming jurors. There were twenty four (24) changes approved by the full Grand Jury; these have been sent to the Judge for approval.

INVESTIGATIONS AND REPORTS

Sacramento Area Sewer District

SUMMARY

The Sacramento County Grand Jury received a complaint alleging irregularities in the competitive bidding process for sewer and related repair jobs serviced by the Sacramento Area Sewer District (SASD). Specifically, it was alleged a District employee provided low bid information to a bidder. Also included in the complaint were allegations that some District employees had solicited work for plumbing businesses owned by themselves, or associates, while on District time. Further, the complaint alleged the District was paying for unsubstantiated damages to residents' homes for Backup into Structure (BIS) claims for services performed for the District by Sacramento County's contracted insurance company.

BACKGROUND

The SASD, formed in 1978, provides service to over one million people in the Sacramento region, including unincorporated Sacramento County, the cities of Citrus Heights, Rancho Cordova, and Elk Grove, as well as portions of Folsom and Sacramento. SASD is governed by a 10 member Board of Directors (Board) that represents the cities and County of Sacramento. The Board meets twice monthly. Although an independent Special District, some of its functions and staffing are managed through cooperative agreements with the County of Sacramento.

Among its functions, the SASD advises residents to call the District if they experience a BIS. A District employee will take basic information from the caller, and then dispatch District employees to assess the problem. Usually, a SASD staffer called a "pre-checker" determines whether the problem lies with the District sewer lines, or with the property owner's sewer lines. If the pre-checker determines the District has responsibility, personnel will be dispatched to resolve the problem. If the District-caused BIS has resulted in damage to the resident's home, the pre-checker will contact the District's contract insurance company to repair the damage to the resident's home or personal property.

ISSUES

1. Did any District employee provide low bid information to any bidders for District contracts?
2. Did District employees solicit business for themselves or other business entities while working for the District? Did this result in unfair competition to commercial plumbing businesses?
3. Did the District pay too much for damages to residential property, or otherwise over compensate contractors for repairs?

METHOD OF INVESTIGATION

1. Over a dozen witnesses were interviewed and/or testified before the Grand Jury, including several complainants, numerous current and former District employees, County Counsel staff, Board of Supervisors staff, and Sacramento County Sheriff's Department staff.
2. Hundreds of pages of documents were reviewed and analyzed including Requests For Proposals (RFP's), service agreements, minutes for SASD meetings, reports of an independent investigation conducted by a private investigator, and dozens of emails generated during the normal course of SASD business, including the District's handling of complaints and allegations.

STATEMENT OF FACTS

1. Did any District employee provide low bid information to any bidders for District contracts?

One witness testified he personally overheard a telephone conversation between a District employee and a bidder (a former District employee) for a District contract. Based on this conversation, the witness concluded the contractor had been given inside information about a contract, enabling the contractor to submit the low bid, and thus be awarded the contract. No supporting or corroborative information or documentation was provided for the telephone conversation, which to the best of the witness's recollection occurred 2-3 years ago. No other evidence was provided to support this claim.

Though it lacked supporting evidence, given the serious nature of the allegation, the Grand Jury sought to determine whether, or if, the District, or any District employees, could have provided such information to a potential bidder.

To that end, Grand Jury representatives interviewed District staff responsible for overseeing the bid process through August 2011, as well as the person currently assigned to that task. According to their statements and testimony, the RFP's were generally advertised on the SASD website. The District would send further notices or addendums to any bidders who had expressed an interest. The ensuing bids would be sealed and secured until opened publicly on the date and time specified, usually on a Friday at 3:00 p.m. Nothing unusual or remarkable was noted by the Grand Jury regarding that process.

One witness specifically mentioned that a specific District employee had allegedly provided contractor information regarding a pending low bid. The Grand Jury subpoenaed the named District employee who, under oath, denied ever giving low bid information to the bidder identified by the witness, or any other bidders. Additional testimony elicited from the employee established that it would not be unusual to speak or otherwise communicate with bidders once a contract was awarded.

The Grand Jury also subpoenaed the bidder who allegedly had conversed with that District employee regarding low bid information. The bidder was asked, under oath, if low bid information was ever received. The bidder denied ever receiving any such information from the District employee mentioned, or any District employee.

A witness, as well as a complainant, also alleged one bidder (a former District employee) was receiving low bid information because he was "friends" with numerous District employees.

No evidence could be found to support any of these allegations.

2. Did District employees solicit business for themselves or other business entities while working for the District? Did this result in unfair competition to commercial plumbing businesses?

The Grand Jury found there was evidence to support some of these allegations. For the most part, the actions by the employees which gave rise to the allegations took place in 2008. The Grand Jury found that, upon learning of the allegations, the District took immediate steps to investigate, including dedicating hundreds of staff hours to meet with the complainants as well as hiring a private investigator to do follow up. As a result of the District's investigations, five District employees were disciplined. The sanctions ranged from a Counseling Memo to the termination of one of the employees. Additionally, one District employee was prosecuted and subsequently convicted of a misdemeanor Business & Professions Code violation.

On May 27, 2009, the Board adopted Resolution No. SD-0051, a District Ethics Policy. The stated purpose was "To establish a policy for employees regarding ethical conduct on and off the job, where there is a relationship between the off-duty conduct and the individual's position with Sacramento County or SASD, to assist employees in determining unethical behavior including conflicts of interest."

Along with guiding principles such as "Personal Responsibility" and "Standards of Behavior," the policy provided specific practical scenarios providing appropriate professional and ethical responses to situations District employees may encounter both on and off duty.

As stated in Resolution No. SD-0051, the District "...met and conferred with the recognized employee labor organizations and they have concurred with the [attached] District Ethics Policy."

No credible evidence was found to suggest any similar ethical violations subsequent to the disciplinary actions being taken. It appeared to the Grand Jury the District had acted appropriately.

3. Did the District pay too much for damages to residents' property, or otherwise over compensate contractors for repairs?

As in the above second allegation, these allegations were based on events that seemed to have occurred in 2008, or earlier. Though the information was dated and incomplete, given the serious nature of the allegations, an effort was made to investigate further.

One of the complainants provided three residential addresses which the complainant believed would support allegations of overcompensation to residents. Files and documents related to these addresses were requested from the District and reviewed by members of the Grand Jury. For two of the addresses, the repairs/compensation took place in 2007. Regarding the documentation

found on the two addresses, information about repairs compensation dating back five years was not considered timely, and the ability to determine whether the expenditures were reasonable, was not possible. No information was found on the third address.

From 1997 through 2009, the District received BIS claims management services through an insurance company contracted by Sacramento County. However, a memo dated March 11, 2009, to the Board of Supervisors (BOS) from the SASD stated, in part, "District has generally been pleased with County's and [contractor insurance company's] performance, staff has recognized there is an opportunity to optimize efficiency, customer service, and accountability by bringing the claims management function under more direct control of District management."

Through the competitive bidding process, a new insurance company was awarded the contract in 2009. A Board report dated August 26, 2009, stated since the new contractor's services had been utilized, the "District has seen a dramatic decrease in the dollars paid on claims and has realized significant operational efficiencies and reductions in costs paid to service providers, restoration contractors, environmental lab services and claimants."

Almost \$3 million dollars had been saved from January through November 2009, in comparison to similar claims paid to the previous contractor in 2008. Based on a review of that report and other documents, as well as interviews and testimony from District employees, it appeared to the Grand Jury that the District has responsibly addressed cost efficiency matters as related to BIS claims.

One of the complainants also testified that the matter of overcompensation/unfair compensation had been brought to the attention of the Sacramento County Sheriff's Department.

In review of this allegation, members of the Grand Jury became aware of the significance of this case as it was assigned to the Special Investigations Unit of the Sheriff's Department who investigated the allegations. The Detective assigned to the case found the allegations to be without merit, and closed the case with the approval of his supervisor.

Findings

- F.1** The SASD acted swiftly and responsibly upon learning of allegations of employee misconduct. Further, the District Board adopted a comprehensive District Ethics Policy recommended by SASD.
- F.2** The District proactively initiated a series of professionally facilitated mediations between SASD and commercial plumbing business owners who had concerns about the contract bidding process. The first such meeting, conducted by the Center for Collaborative Policy at Sacramento State University, took place on July 7, 2011.
- F.3** The District has, since 2009, appropriately asserted more direct oversight on matters related to BIS claims.
- F.4** Review of the District contracting process for professional services such as "Rodding"

and “Cleaning” of sewer lines indicates a need for better oversight of approved contracts by the District contracting officer. In this case multiple contracts for a single RFP (in one instance as many as eight contractors with eight similar contracts) creates confusion and inefficiency. The practice of breaking a contract into segments to spread the work among several contractors, depending on their location in the district, basically ignores the rule of awarding work to the lowest qualified bidder. Similarly, the contracting officer does not receive regular informational reports relative to the contractors’ compliance with the terms of the contract.

- F.5** The District currently has no policy regarding contracts being awarded to employees who have recently separated from the District.

Recommendations

- R.1** The District Ethics Policy should be distributed, read, and signed by every District employee on an annual basis. Reviews of guidelines and principles should be conducted with staff periodically. Each incident of review should be documented, signed by the reviewer, and placed in the employee's personnel file. If not now assigned, the District needs to have an ethics officer assigned to monitor this effort on an ongoing basis. Additionally, the District needs to submit an Annual Ethics Report to the District Board.
- R.2** The District should enact provisions to prohibit the awarding of District contract(s) to any past employee for a period of one year subsequent to their date of separation from the District, eliminating the potential for unfair competition.
- R.3** The District contracting officer must be more involved in monitoring contract procedures, performance and compliance, particularly for professional services contracts.

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

Request for Requirements

Penal Code section 933.05(f) require that specific responses to indicated finding and recommendations contained in this report be submitted to the presiding Judge of the Sacramento County Superior Court by August 28, 2012.

From:

Stan Dean, SASD District Engineer
10060 Goethe Road
Sacramento, CA 95827

CC: Sacramento Area Sanitation District Board of Directors
300 H St., Room 2450]
Sacramento, CA 95814

Mail or hand-deliver a hard copy of the response to:

Hon. Laurie Earl, Presiding Judge
Sacramento County Superior Court
720 9th Street, Department 47
Sacramento, CA 96814

In addition, email the response to Rebecca Castaneda, Grand Jury Coordinator, at castanb@saccourt.com

City of Sacramento Solid Waste and Recyclables Contracts

SUMMARY

The Sacramento County Grand Jury received a complaint regarding the recently negotiated solid waste and recycling contracts between the City of Sacramento (City) and BLT Enterprises of Sacramento, Inc. (BLT). The complaint alleged the contracts did not appear to be in the best interest of City ratepayers. Additionally, BLT was allegedly not in compliance with the City's Living Wage Ordinance. Since receipt of the complaint by the Grand Jury, BLT has ended its 14 year relationship with the City and has sold its City contracts to USA Waste of California, Inc., a subsidiary of Waste Management, Inc., hereinafter referred to as Waste Management (WM). The final Amended Services Contracts BLT negotiated with the City in 2010 will remain in effect until 2032.

The Grand Jury reviewed six contracts the City negotiated with BLT, with an emphasis on the 2010 Amended Services Contracts. According to City officials, the primary objective of the 2010 Amended Services Contracts was to return solid waste to local landfills and reduce operating expenses for processing solid waste and recyclables. City officials and others expressed concern regarding the environmental impact from the nightly round trip caravan of garbage trucks to a Nevada landfill where Sacramento waste was disposed. Testimony given reflected environmental concerns were given greater consideration in the negotiations than the financial impact to the ratepayer.

Based on evaluation of many factors, the Sacramento County Grand Jury concluded the contracts are not in the City's best interest. City of Sacramento ratepayers are paying the highest fees in the County for solid waste disposal. These contracts were negotiated with BLT rather than being put out for competitive bids. As a result the City of Sacramento is now committed to the contracts for up to 34 years without having had the benefit of competitive bidding.

Given the evidence the Grand Jury was able to obtain, no fraud or illegal activity by either the City or BLT were identified relative to the contracts in question.

The Grand Jury found that BLT appears to be in compliance with the city's Living Wage Ordinance.

METHOD OF INVESTIGATION

Interviews and discussions were conducted with current and former City staff, City Council members, waste transfer and disposal contractors and concerned city residents.

The following items were reviewed:

- Current and past contracts and contract amendments between the City and BLT for waste transport and disposal and recycling and between the City and the County for waste transport and disposal.
- Staff reports on the contracts and contract amendments between the City and BLT.
- Documents provided by waste contractors, including BLT
- Research on residential garbage and recycling rates for other public entities in the Sacramento region
- City Code Sections 3.58 (Living Wage) and 3.60 (Contracts for Public Projects)

ISSUES

1. Can the contracts negotiated between the City of Sacramento and BLT be considered to be in the best interest of the city's ratepayers?
2. Was there fraud or other illegal activity committed by City or BLT staff in the course of negotiating or implementing the contracts?
3. Have there been violations of the City of Sacramento's Living Wage Ordinance committed by BLT?

BACKGROUND

Legislation and public sentiment since the late 1970's have created a major shift in the handling of solid waste. There has been an array of legislation on the federal, state and local levels with mandates involving use and disposal of toxic materials, runoff from landfills and diversion of recyclable material from the waste stream. For instance, the Integrated Waste Management Act of 1989 (AB 939) required each city and county in California to reduce landfill waste by 50 percent. The industry dealing with this legislation and public sentiment is constantly changing as new technologies are developed and implemented. Engineered landfills and facilities that separate out material to be reused have made us much better stewards of the land. They have also become big business.

Until the mid-1990s, the City of Sacramento picked up residential garbage from a single can in City owned trucks driven by City paid workers. Waste was delivered to the 28th Street Landfill, a City owned dump site northeast of downtown. As the City navigated the regulated and politically charged path toward environmental responsibility, many important possibilities needed to be considered:

- Should the City build and operate its own facility to sort out recycled waste?
- Should the City build, operate, and assume liability for a new landfill?

If these operations were to be contracted out many questions needed an answer:

- What was a reasonable payment formula?
- What annual adjustments should be made to the payment formula?
- What was an appropriate length of time for the contract?
- Should the City have a say in the location of the landfill?

There was a myriad of other questions. Hundreds of millions of city ratepayer dollars were at stake.

Most of the cities in Sacramento County now contract out all residential garbage services to a private vendor. These services include pick up, sorting, sale of recyclable material and transfer and disposal of residual waste at an approved landfill. The County of Sacramento provides most of these services utilizing county staff. Waste from most of the county's cities is taken to Keifer Landfill (located at Keifer Blvd. and Grant Line Rd.), which is owned and operated by the County.

Solid Waste

In the city of Sacramento, City staff continues to pick up waste from residences and transport it to transfer stations owned and operated by other entities. The receiving, sorting, processing and transfer of the solid waste is contracted out. The initial contract for these services was entered into with BLT in 1998. Included in that initial contract was the building of a sorting and transfer facility. The initial service contract was amended in 2005, 2008, and 2010, and then sold to Waste Management in 2011. The amendments were mainly based on the City's desire to use a landfill in the Sacramento area rather than in Nevada. Additionally, to reduce costs and improve air quality, the City had an interest in rerouting north area solid waste to the County's North Area Recovery Station (NARS) (located on Roseville Rd. in North Highlands) instead of to BLT's more distant south area transfer station.

Currently, residential solid waste picked up by City workers is taken to one of these two transfer facilities.

As to south area solid waste, approximately 130,000 tons per year are delivered to Waste Management's (previously BLT's) sorting and transfer station at Fruitridge Rd. and 84th St., the Sacramento Recycling and Transfer Station (SRTS). In regard to north area waste, up to 40,000 tons per year of solid waste is delivered to the County's NARS.

From the transfer stations solid waste is subsequently transported to the Keifer Landfill for final disposal.

In February 2012, Waste Management ended 13 years of nightly 300 mile roundtrips to transfer the garbage from SRTS to a landfill in Nevada. Waste Management trucks now make a 28 mile trip transferring the garbage from SRTS to the County of Sacramento's Keifer Landfill. Through the contract negotiated with BLT in 2010, the City pays Waste Management approximately \$55/ton to receive, sort, transport, and dispose of waste.

For north area waste the City currently pays the County approximately \$42/ton to receive and sort at NARS then transfer waste to the County's Keifer Landfill.

Recyclables

An initial recycling contract was entered into by the City and BLT in 2007 and an amendment in 2010. Recyclable material picked up by City workers from residents' blue bins is delivered to Waste Management's (previously BLT's) SRTS where it is sorted and processed. Waste Management pays the City of Sacramento approximately \$40/ton for the recyclable material and in return Waste Management retains money from sales of recyclable material.

DISCUSSION

Issue No 1: Can the contracts negotiated between the City of Sacramento and BLT be considered to be in the best interests of the city ratepayers?

Solid waste contracts are complex even to an insider. It is beyond the resources of the Grand Jury to perform a complete financial analysis on how the City of Sacramento has handled its residential waste. However, our investigation confirms there are clauses in the contracts negotiated between the City and BLT that do not appear to be in the best financial interest of the City's ratepayers.

Descriptions of contracts negotiated by the City with BLT with clauses that concerned the Grand Jury follow:

1998 Original Service Agreement for Transfer of Municipal Solid Waste

An initial service contract entered into with BLT in 1998 included the construction of a sorting and transfer facility at Fruitridge Road and 84th St. BLT was to own and operate the facility. The contract allowed for 15 years of service after operations commenced, with an option to extend the service agreement for an additional 5 years. The reason for the 15 year minimum contract was to amortize the cost of the sorting and transfer facility.

The contractor was to transfer and dispose of residual waste from the Fruitridge Road station to a landfill chosen at BLT's discretion. BLT chose to deliver Sacramento's unrecyclable solid waste to a Nevada landfill, owned by Waste Management. This required a caravan of trucks to travel I-80 more than 300 miles nightly.

1998 Contract Concern 1: Location of Landfill

The City did not have the contractual right to direct BLT to select a landfill site. Based on cost, BLT selected a site in Nevada requiring the long distance transportation of waste. Location of a landfill in the Sacramento region rather than in Nevada eventually became an overriding concern for the City. In exchange for disposing of the solid waste within

the Sacramento region, the City was bound to contractual obligations that were not in the best interest of the ratepayers.

1998 Contract Concern 2: Buyout Clause

In an appendix to the 1998 contract, the estimated construction cost of the transfer station is given at \$13.6 million as follows:

\$ 7,000,000	Land and Construction of Buildings
\$ 2,800,000	Construction of Materials Recycling Facility
\$ 2,877,500	Various Equipment
\$ 750,000	Engineering and Technical Services
\$ 140,000	Computer System, Office Equipment, Financing Costs
\$13,567,500	TOTAL

For the City to buy out the contract, the City was to pay BLT the remaining cost of loans for the construction of the Transfer Station. On top of paying off the construction loan, the City was to pay BLT an additional \$4 million during years 10 through 15 of the contract and an additional \$3 million during years 15 through 20. The contract did not delineate terms of the construction loan. If the City wished to buy out the contract, the amount due on the construction loans could range from \$0 (short term loan already paid off) to \$13.6 million (interest only loan). In 2010 when the city was interested in the cost of buying out the contract, the City negotiators were given a balance due on those loans of \$10 million on top of the \$4 million flat fee. If the City had accepted the offer they would have paid almost twice for the cost of the transfer station, both 12 years' worth of amortization and the buyout amount, and owned nothing.

2005 Amendment No. 1 to Original Service Agreement for Transfer of Municipal Solid Waste

The 2005 Amendment No. 1 to the 1998 Original Service Agreement extended the contract between the City and BLT by 5 years with an agreement for BLT to begin plans for construction of a new sorting and transfer station in the north area of the county. The City's goal was to have its trucks pick up residential waste in the growing north area and deliver to a closer transfer station, thus saving time and trucking expenses, as well as lowering CO₂ emissions. The amendment temporarily allowed for solid waste picked up in the north area to be delivered to the County's North Area Recovery Station, rather than to BLT's Sacramento Recycling and Transfer Station.

The sorting and transfer station proposed by the City was never built and is no longer proposed in any functioning contract. Contracts negotiated since then have included language allowing limiting delivery to the County's North Area Recovery Station.

2007 Agreement for the Purchase of Recyclables

In 2007, the City entered into a new separate agreement with BLT for the transfer and payment for recyclable materials delivered by the City to BLT's STRS. The contract duration was one year with an option to extend for four additional one year periods. The option to extend to five years was exercised. The agreement was amended in 2010 extending the duration of the contract an additional 22 years.

2008 Amendment No. 2 to Original Service Agreement for Municipal Solid Waste

Gas prices increased dramatically in mid-decade and BLT requested relief from their high fuel costs. The original Service Agreement allowed for increased payments based on the Consumer Price Index, but did not have a component for fuel costs alone. At the same time, the City began responding to public concern for the environmental impact from the nightly caravan of 20 or so trucks hauling City garbage to the Nevada landfill. The 2008 Amendment No. 2 to the original Service Agreement increased payment to BLT by adding a fuel component to the pricing formulas. Part of the amendment was that the city and BLT would enter into a good faith effort to stop the nightly caravan of trucks to Nevada by securing use of a landfill closer to Sacramento.

2008 Contract Concern 1: Fuel Surcharge Amendment

In 2008 BLT was pressing the City for relief from the high cost of fuel for their trucks making the 300 mile round trip from Sacramento to Nevada. Diesel fuel prices had risen from around \$1.00 a gallon in 1998 to over \$4.00 a gallon in 2008. At the same time the City wanted to reduce the carbon footprint created by the 300 mile nightly caravan of trucks to and from Nevada. BLT had the contractual right to determine the location of the landfill to which they would deliver Sacramento's waste.

On June 10, 2008, City staff was directed by the City Council to "take the necessary steps to secure the long term disposal to an in-region facility within 12 to 24 months." At the same meeting, the City Council approved an amendment to allow an immediate increase in payment to BLT that accounted for increases in fuel costs. The City capitulated without receiving any concessions from BLT relative to getting the waste brought back to a local landfill.

Members of the Grand Jury were told by one member of the City Council who voted on the 2008 amendment that the council truly believed it would be "simple" to negotiate the garbage back to the Sacramento region.

2010 Amended Service Agreements for Transfer of Municipal Solid Waste

In June 2008, the City Council directed staff to prepare an Amended Agreement working out the issues meeting about one to three times a week for the two year period. In April 2010, due to the complexity of the issues, an ad hoc committee comprised of four members of the City Council was appointed by the Mayor. The ad hoc committee was to recommend decisions on

some of the more than 160 points of reported contention in the contract negotiations. The ad hoc committee met formally with City staff in April, August, and October of 2010.

The BLT negotiating team included two former City of Sacramento City Managers. According to testimony, this resulted in some City staff feeling intimidated during contract discussions. In the 29 months prior to the November 2010 decision for the amended service agreement, the City failed to solicit public input. There was little or no ratepayer awareness or involvement in the review of progress or options.

On November 16, 2010, after an 18 minute presentation and 23 minutes of follow-up statements, the Amended Services Agreements for solid waste and recyclables were approved by City Council.

2010 Contract Concern 1: Ratepayers Cost

As a result of the 2010 Amended Service Agreement, City of Sacramento residents now pay significantly more to have residential solid waste collection services than other residents in the County of Sacramento. Listed below are current typical costs for monthly residential garbage service provided by Sacramento County and cities within Sacramento County. Costs shown are for 90 to 96 gallon containers - one each for garbage, green waste and recycled material. Most include additional minor services such as street sweeping. All localities pick up garbage containers once a week. The City of Sacramento picks up recycling and green waste once a week. All others pick up recycling or green waste every other week on an alternating cycle. The City of Sacramento is considering switching to every other week pick up for recycling and green waste in exchange for guaranteeing no rate increases for three years. Costs shown are per each entity's web site as of April 1, 2012, unless specified.

Galt	\$ 24.31/month (per actual bill)
Folsom	\$ 25.50/month
Citrus Heights	\$ 27.05/month
Elk Grove	\$ 28.86/month
Rancho Cordova	\$ 30.17/month
Sacramento County	\$ 30.76/month
Sacramento City	\$ 38.31/month

City staff provided broad explanations that rates were higher due to:

- The expense of maintaining old landfills, such as the one at 28th Street northeast of downtown.
- Higher worker wages for unionized City staff picking up waste and transferring it to one of the Sorting and Transfer stations.
- Higher worker wages for contractor staff required to meet the City's Living Wage Ordinance at the SRTS.

The Grand Jury was unable to determine from City staff how much of the rate differences could be attributed to these three factors.

2010 Contract Concern 2: Payments to BLT vs. County

The City currently pays the County approximately \$42 per ton to receive solid waste at its North Area Recovery Station and transfer and dispose of the waste at the Keifer Landfill. For the same service the City currently pays Waste Management (through the contract negotiated with BLT in 2010) \$55 per ton to receive and transport waste at SRTS that is also delivered to the Keifer Landfill. These significantly different costs for the same service were approved by City Council the same night on November 16, 2010. The staff report accompanying the proposed service contracts stated both costs on the same page with no discussion as to the disparity of the cost.

2010 Contract Concern 3: Buyout Clause

The agreed upon cost for the City to buy out the 2010 Amended Services Contract for Solid Waste after 10 years is set at \$22.5 million. This is the earliest buy out date allowed. In contrast, the contract between the County and the City for the same type of services may be terminated upon 36 months' notice at no cost.

Should the City not exercise their buyout option, the City is locked into the contract until 2032. It was reported to the Grand Jury by City staff that BLT put forward the \$22.5 million fee as a non-negotiable item. City staff considered the \$22.5 million buyout clause justified as the cost of redirecting the solid waste to the Sacramento region.

2010 Contract Concern 4: Competitive Bidding on Solid Waste Contract

Section 3.60.110 of the City Code states in part:

“Where the cost of a public project required by the city equals or exceeds the sum of one hundred thousand dollars (\$100,000.00), the city manager shall request the city clerk to call for formal bids....”

Upon a two-thirds vote of the City Council competitive bidding can be suspended if it is determined to be in the best interest of the City.

The 2010 Amended Service Agreement for solid waste will cost over \$200 million over its lifetime, **two thousand times** the City's \$100,000 standard requiring competitive bidding. City Council did vote to grant an exception to the Competitive Bidding Code for the solid waste contracts the same night it voted to approve them. The reasons cited in the report submitted to council from staff did not support the extension of the contract beyond the original 2019 expiration date.

There will be no competitive bidding for 34 years on the garbage contract. Testimony to the Grand Jury indicated that the extension of the expiration of BLT's contract from 2019 to 2032 was justified as the cost of redirecting the solid waste to the Sacramento region. However, other City staff testimony suggested this was much too long a duration for this type of contract.

2010 Contract Concern 5: Lack of Financial Analysis

Testimony was given by city staff that their direction from City Council was to eliminate the nightly caravan of trucks delivering garbage to Nevada and that financial issues were not a compelling concern. Testimony of the city staff involved in the negotiations indicated there was not much awareness or concern that the City of Sacramento garbage rates were to be the highest in the region.

Staff overseeing the financial analysis of the contract testified there was no comparative research done on what other cities in the region were paying for their garbage services. It should be noted that a city staff member was the sole analyst dedicated to working on a complex financial contract which eventually obligated the City through 2032. The Grand Jury heard testimony that the City Treasurer's office was involved in the final financial review. However, the resulting contract decisions do not seem to lead to logical financial conclusions.

"I do not make recommendations," was the response to numerous questions posed by the Grand Jury to the financial analyst regarding analysis done or recommendations made to other City staff and City Council, leaving the Grand Jury to conclude that little or no use was made of the analysis or with the financial data.

In answer to even remedial questions regarding the financial analysis, the Grand Jury was told that such information was deemed a "legal work product" and would not be provided.

2010 Amended Recyclables Agreement

An Amended Recyclables Agreement was also voted on by City Council on November 16, 2010. It extended the date the recyclables contract would expire from 2012 to 2032.

2010 Recyclables Contract Concern1: Competitive Bidding on Recyclables Contract

The Amended Recyclables Agreement will be worth approximately \$100 million over its lifetime, **one thousand times** the city's \$100,000 standard requiring competitive bidding. No vote was taken by the City Council to waive competitive bidding for the recycling contract and no recommendation to do so was given in the staff report accompanying the bid item.

With rapid changes occurring in the technology for recycling of solid waste, short term contracts could be considered in the City's best interest.

Testimony indicated that the extension of the expiration of BLT's contract from 2012 to 2032 was justified as the cost of redirecting the solid waste to the Sacramento region.

2011, Assignment of BLT Contracts (Sale from BLT to Waste Management)

The Amended Service Contracts approved in November 2010 provided that the City must approve any sale or transfer of these contracts. In May 2011, six months after the 2010 Amended Service Agreements were signed, BLT informed the City it had negotiated a sale of the City contracts for both Recyclables and Solid Waste to Waste Management. That transfer of the contracts was approved by City Council on November 29, 2011.

2011 Contract Concern 1: Sale Price of City Contracts to USA Waste, Inc.

Under the terms of the November 29, 2011 Assignment Agreement BLT was permitted to sell its two services agreements with 21 years remaining to USA Waste of California, a subsidiary of Waste Management. Testimony received indicated a sale price in the range of \$55 to \$70 million. The Grand Jury, after repeated attempts, was unable to obtain the actual sale price from BLT. The City had a contractual duty to approve this sale, resulting in lucrative profits to BLT and little value to City ratepayers. This demonstrates questionable negotiation efforts by the City.

Issue No 2:

Was there fraud or any other illegal activity committed by City or BLT staff in the course of negotiating or implementing the contracts?

Given the evidence the Grand Jury was able to obtain, no fraud or illegal activity by either the City or BLT was identified relative to the contracts in question.

Issue No 3:

Have there been violations of the City of Sacramento's Living Wage Ordinance committed by BLT?

The Grand Jury investigated the complaint that up to 80% of BLT's workers at the Sacramento facility were not being compensated in accordance with the City's Living Wage Ordinance (LWO). The Grand Jury found no evidence of violations of the LWO by BLT.

The charge would appear to stem from an incorrect assumption that work performed as part of the city's recycling contract is covered by the LWO. There is no requirement in the recycling contracts between the City and its solid waste contractor to meet the minimum wage requirements given by the City's LWO, nor is there a legal need to do so. Sacramento City's Living Wage Ordinance applies to contracts, "...under which a covered employer provides nonprofessional services in return for compensation of one hundred thousand dollars (\$100,000.00) or more. "The employer in the case of the recycling contract receives no compensation from the city. Rather, the city receives compensation from the employer. Currently the city receives approximately \$40/ton from Waste Management (formerly from BLT) for the recycling material delivered to them.

The majority of the more than 170 workers employed at the South Recycling and Transfer Station employed by Waste Management (formerly by BLT) are involved with sorting the

recycled material, and are therefore not subject to the wages given in the City's Living Wage Ordinance.

Findings:

- F.1** The City Council failed to seek competitive bids for the transfer and disposal of residential solid waste for a period of 34 years (1998-2032). This failure ignored the intent of City Code Section 3.60.110, which will likely contribute to the City paying higher than fair market value for its services.
- F.2** The City Council failed to seek competitive bids for the sorting and selling of residential recyclables for a period of 25 years (2007-2032). The intent of City Code Section 3.60.110 was ignored. Justification for the exemption from competitive bidding required by City Code Section 3.60.170 was lacking. The City will likely receive less than fair market value for its residential recyclables.
- F.3** The City Council voted on multi-million dollar solid waste and recyclables contracts without sufficient financial analysis. These contracts would seem to require additional scrutiny given the exemption from the competitive bidding process.
- F.4** City staff failed to perform adequate due diligence in providing financial analysis on the solid waste disposal and recycling contracts. There was too much reliance on a single source of financial analysis. There was no independent review or oversight. These three factors appear to have contributed to inadequate understanding of financial risks by City Council.
- F.5** When BLT came to the City in 2008 to amend the Service Agreement to incorporate increased fuel costs, the City missed an opportunity to address the redirection of waste to a local landfill.
- F.6** Costs to the City delineated in the buyout clauses of BLT's 1998 and 2010 contracts were higher than fair market value. In conjunction with the length of the contracts, they hampered the City's ability to make reasonable changes to the contracts.
- F.7** There was inadequate provision for public review and comment throughout the twenty-nine month period that the Amended Service Agreements for Municipal Solid Waste and Recyclables were negotiated.
- F.8** Lobbying by immediate past city managers was problematic for some City staff.
- F.9** It appears that BLT was in compliance with the City's Living Wage Ordinance.
- F.10** Given the evidence the Grand Jury was able to obtain, no fraud or illegal activity by either the City or BLT was identified relative to the contracts in question.

Recommendations:

- R.1** The City should provide a comprehensive report to the public by December 31, 2012 documenting the financial, operational and environmental justifications for the 2010 Amended Services Contracts, including both the solid waste and the recycling contracts.

Furthermore, an annual report on the Amended Service Agreements should be provided to the City ratepayers outlining costs based on the contracts.

- R.2** The 2012-2013 Grand Jury should consider a follow up review of the City of Sacramento's contracted solid waste and recycling services.
- R.3** The City must comply with the requirements and the intent of the Competitive Bidding Code. Additionally, the City needs to develop specific compelling criteria for exceptions to competitive bidding code section 3.60.170 D to define what is, "...in the best interests of the City".
- R.4** The City should provide more extensive public notification on any matter where competitive bidding is exempted per City Code 3.60.170D.
- R.5** Staff and City Council need to provide transparency in review of the financial options in large contracts and utilize independent financial analysis, particularly regarding buy out clauses.
- R.6** The City Council should consider a prohibition precluding former City employees from lobbying, consulting or advising on City contracts for a period of 1-5 years after separation from city employment.

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

Response Requirements

Penal Code sections 933 and 933.05 required that specific responses to indicated findings and recommendations contained in this report be submitted to the Presiding Judge of the Sacramento County Superior Court by September 28, 2012 from:

Sacramento City Manager: Findings F1 – F10, Recommendations R1, R3-R6
John F. Shirey
915 I Street, 5th Floor
Sacramento, CA 95614

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted subject to the notice, agenda and open meeting requirements of the Brown Act.

Mail or hand-deliver a hard copy of the response to:

Hon. Laurie Earl, Presiding Judge
Sacramento County Superior Court
720 9th Street, Department 47
Sacramento, CA 96814

In addition, email the response to Rebecca Castaneda, Grand Jury Coordinator, at castanb@saccourt.com

TWIN RIVERS UNIFIED SCHOOL DISTRICT POLICE DEPARTMENT

INTRODUCTION

The Twin Rivers Police Department has a 24/7 operation, 365 days a year, including summer school hours, covering 27,000 students, 110 sites, and 120 square miles, including 3 park Districts. The Department serves schools, parks, and northern communities of the City and County of Sacramento. The Twin Rivers Unified School District Police Department's mission statement is "to inspire each student to extraordinary achievement every day by ensuring a safe and secure environment for all students, staff, and community." The Grand Jury interviewed police officers and staff members who are dedicated to these goals and are a credit to their community.

However, the Grand Jury identified deficiencies in the Police Department as well as the Twin Rivers Unified School District administration that warranted our attention. Some of the deficiencies we identified appear to be illegal. As a civil Grand Jury our powers are limited to investigating and reporting on local government. Information pertaining to apparent illegal activity was turned over to the District Attorney's office.

Our report reflects as much as we could do given our time constraints.

REASON FOR THE INVESTIGATION

The Grand Jury received several complaints regarding Twin Rivers Unified School District Police Department, hereafter referred to as the Twin Rivers Police Department. The complaints questioned the training of officers, selection of officers, and policies and procedures used by the department. Other areas of concern were the tactics and the use of equipment in making arrests, excessive force used, and shooting policies.

Through the Grand Jury's investigation we learned of additional complaints concerning the harassment of citizens by some Twin Rivers Police Department officers, "vehicles-towing" practices, media reporting, paid administrative leave, and jurisdictional powers.

The Grand Jury found that the information provided by the Chief of the Twin Rivers Police Department (Chief) did not address many of the shortcomings of the department, such as the use of deadly force and excessive force by some officers.

METHOD OF INVESTIGATION

Considering the seriousness of the complaints the Grand Jury voted to open an investigation. We questioned all members of the jury to determine if there was anything that might appear to be a conflict of interest, if anyone had worked for the District or had served with any District officer. Initially two members and later a third recused themselves from any involvement regarding the investigation. Rather than have an appearance of impropriety involving Twin Rivers Unified School District or the Twin Rivers Police Department these jurors did not participate in any part of this investigation. Later during the term, one more member was recused from any work on the investigation.

The Grand Jury inspected the Twin Rivers Police Department facility on three different occasions and toured several buildings in the District. The Grand Jury obtained substantial materials for reference and interviewed many witnesses, a number under subpoena, and several others who would be considered whistleblowers.

The following is a list of people interviewed:

- Police personnel from the former Grant Joint Union High School District Police Department.
- Twin Rivers Unified School District Superintendent, Assistant Deputy Superintendent, Associate Superintendent of Human Resources, Manager of Facilities, and additional staff.
- Twin Rivers Police Department Police officers.
- Members of the Twin Rivers Unified School District Board of Education.
- Members of the former Grant Joint Union High School District Board of Education.
- Twin Rivers Unified School District teachers
- Twin Rivers Police Department union official.
- Twin Rivers Police Department police officers on paid and unpaid administrative leave.
- Twin Rivers Unified School District teachers and administrative personnel on paid and unpaid leave.
- Local law enforcement officials not connected to the Twin Rivers Police Department.
- Former Twin Rivers Unified School District administrative personnel and former police officials.
- Community leaders.
- Citizens from the Twin Rivers Unified School District.
- Past and present employees volunteered to appear before the Grand Jury (whistleblowers) without a subpoena.

The following documents were reviewed during the investigation:

- Fuel records from the Twin Rivers Police Department.
- Personnel records and evidence logs from the Twin Rivers Police Department.
- The Public Safety Officers Bill of Rights and the Education Code.
- Minutes from Twin Rivers Unified School District Board of Education meetings.
- Reports, e-mails, and correspondence from police officials and private citizens.
- Articles from local papers and media reports.
- Personal and personnel files.
- Documents from Grant Joint Union High School District Police Department.

HISTORICAL BACKGROUND

On November 7, 2007, the voters of the Rio Linda Union, North Sacramento and Del Paso Heights Elementary School Districts, and Grant Joint Union High School District, passed “Measure B” which unified the four Districts into one. A seven member Board of Education was elected in November, 2007, on the same ballot that Measure B was passed. This Board was elected with the ultimate responsibility and decision-making power to lead the newly unified Districts. The Board also hired and employed the Superintendent, who was charged with implementing the Board’s directives and managing day-to-day operations of the District.

California Education Code, section 38000(a), allows for the creation of a school Police Department. The section states (in part), “It is the intention of the legislature in enacting this section that a school District police or security department is supplemental to city and county law enforcement agencies and is not vested with general police powers.”

Before unification, only the Grant Joint Union High School District had their own Police Department, as did approximately 20 other school Districts in the State. The other three

(Rio Linda Union, North Sacramento, and Del Paso Heights Elementary School Districts) utilized the services of local law enforcement. In March, 2008, after much discussion, the newly elected Twin Rivers Unified School District Board of Education voted to establish the Twin Rivers Unified School District Police Department.

From the March 2008 vote of the Twin Rivers Police Department Board of Education, a police consultant was hired to make recommendations on how to consolidate the Grant Joint Union High School District Police Department into what would become the newly formed Twin Rivers Police Department. According to the police consultant, the Twin Rivers Police Department should be expanded from the former Grant Joint Unified High School Police Department and renamed “Twin Rivers Police and Security Services.”

The Superintendent along with the Deputy Superintendent were in direct control of the Police Department from its inception. (See Twin Rivers Unified School District organization chart in Appendix.) The former Chief of Police of Grant Joint Union High School District testified before the Grand Jury that the Superintendent made an agreement with him to resign during the unification and receive one year's additional pay. However, after the former Chief left office, Twin Rivers rescinded the agreement. The former Chief has filed a law suit in Superior Court.

The new Chief was sworn in and presented a Certificate of Oath, signed and dated by the Superintendent on May 14, 2008, weeks before Twin Rivers Police Department came into existence. It became apparent to the Grand Jury this was an oversight as a Superior Court Judge swore the Chief of Police in a second time on July 1, 2008, the same day members of the Twin Rivers Board of Education were sworn in.

There appears to be confusion regarding which school District funds were used to pay the Chief's salary between May 14, 2008, and July 1, 2008. There was also confusion regarding the \$5000 paid to the Associate Superintendent of Human Resources for work she did prior to unification before it was legally in place. No one could answer the Grand Jury's question of how payment was made.

Prior to the new Chief being sworn in he disclosed to the Superintendent that his wife was a patrol officer in the Grant Joint Unified High School District Police Department. The Superintendent as well as the Associate Superintendent of Human Resources agreed that nepotism did not apply, and the Chief's wife would report to Student Services rather than the Police Department.

On July 1, 2008, Twin Rivers Unified School District Police Department came into being. Most of the Grant Joint Unified High School Police Department was to become Twin Rivers Police Department. The newly formed police force consisted of a Chief of Police, a Captain, Lieutenant, Sergeants, Detectives, uniformed police officers, and support staff.

During interviews with the Chief of Police, the Grand Jury was told that the Twin Rivers Police Department had 19 full time officers, 13 reserve officers, and 5 administrative personnel. Officers doubled in positions, as detectives, traffic unit patrol officers, and School Resource Officers (SRO).

The primary responsibility of the Twin Rivers Police Department is protection of the students, teachers, and the assets of the new Twin Rivers Unified School District. The police officers are Post Certified, and are covered by the Public Safety Officers Bill of Rights, 3300-3312 of the Government Code (POBR), and the Education Code of the State of California.

One of the recommendations from the consultant was the deployment of police officers as SROs within the K-12 District.

It became vital for the new Twin Rivers Police Department to clearly establish the mission and direction for the SRO. The following roles for SROs were established:

- The SRO should be considered as a member of the school's administrative team helping to solve problems within the schools.
- The SRO should be considered as an educational resource for students, teachers, administrators, and parents.
- The SRO should be a positive role model for students while projecting a balanced view of law enforcement.
- The SRO should be a proactive and reactive law enforcement officer dealing with law related issues on campus.
- The SRO should be a mentor and counselor for students.

ISSUES

1. EVIDENCE ROOM

One of the tasks during unification was to remove all evidence from the Grant Joint Unified High School Police Department and relocate it to the Twin Rivers Police Department Evidence Room. The Twin Rivers Police Department did not inventory the equipment, confiscated property, narcotics, weapons, and other recovered property either before or after the move. In testimony taken from the Chief and officers, their first concern was to have the department operational and staffed. The Superintendent and the Deputy Superintendent hired a consultant to establish guidelines for the new department. The new Chief was to have guidance from a manual developed by this consultant. The Grand Jury asked for a copy of this manual, but it has not been provided.

The Evidence Room at the Twin Rivers Police Department had video surveillance in the halls and modern evidence collection lockers; however, still no inventory control was in place until early 2011. When the Grand Jury toured the facility, because of lack of organization, it could not be determined if all the evidence was in the room.

One incident uncovered by the Grand Jury was that regarding weapons. A private citizen phoned the Chief and reported that his relative was leaving the city and wanted to turn in several guns he had at his home. The relative lived in Carmichael, which is outside the school District. The Chief assigned a detective to go to the home to pick up the weapons and take them to the police Evidence Room. The officer retrieved four weapons and did not question the man as to where the weapons were found and did not give a receipt for the weapons. Once the guns were in his

custody, he made a property slip for the four weapons. He ran the serial numbers to see if they were stolen, and then ran the numbers again to find the name of the owner. He placed the guns in the secure property locker. It was the responsibility of the property officer to log the weapons into the Evidence Room. The guns reportedly retrieved are listed below:

- Semi-Automatic Colt, AR-15, 223 caliber, Model SP1
- Semi-Automatic Uzi, 9MM, Model A
- Beretta, 380 caliber, Model 84
- Smith & Wesson, 357 Magnum, Model 28-2

Upon learning of this incident the Grand Jury made a second inspection of the Evidence Room with an Acting Sergeant. The weapons were subsequently located and produced for the Grand Jury. The Evidence Room Lieutenant was on paid administrative leave.

The Acting Sergeant explained he knew very little about the Evidence Room because he had only worked there a few weeks.

The Grand Jury requested copies of the security tape for the time period the weapons were received, logged, and stored to determine which officer was responsible. The Interim Chief and the Chief's Administrative Assistant assisted the jury in its quest to find the tape but without success. It was discovered that the tape was missing or erased and removed from the IT server. The server used to record movements in this area is now under scrutiny. A period of time had elapsed, the Chief was on paid administrative leave, and the detective who handled the case was on sick leave and unavailable for interview.

A detective said the Evidence Room was cleaned up for the jury tour. He told the Grand Jury members that none of the recovered property has ever been purged, destroyed, or inventoried. He believed that more money is missing and narcotics may have also been stolen. He indicated that over several years he has been questioned regarding thefts of property. He never heard about the person who is suspected of stealing from the room. He did not take a polygraph test regarding his testimony during any of his interrogations.

Finding F 1.1

The Evidence Room was sloppy, unkempt, and lacked the necessary information to maintain the chain of evidence. There is no inventory of the Evidence Room and a purge has never been done.

Recommendation R 1.1

The Twin Rivers Police Department needs training on how to process evidence, and to organize and maintain an Evidence Room.

Recommendation R 1.2

The Chief of Police should assign two people to care for the Evidence Room. They should log in and out all evidence when needed for court and lock up all narcotics and money. These two staff members are then accountable for anything missing or destroyed. The evidence should be purged according to rules and regulations. An NCIC/AFIS records check should be conducted on any recovered weapons.

2. TAKE HOME VEHICLE POLICY

The Grand Jury received citizen complaints of Twin Rivers Police Department vehicles driven for private use. Further, due to the request for new vehicles because of the high number of miles on the present vehicles, the Grand Jury questioned if the take home cars added to the problem of the need for new vehicles. One investigation conducted by the Grand Jury centered on why department vehicles were being driven home by officers.

A number of witnesses testified that at least eleven officers drove vehicles home on a daily basis. Vehicles were used during the officers' shifts, and then driven home. The officers include the Chief, Lieutenant, three Sergeants, the Public Information Officer, three detectives, and the K-9 Unit. Some of these officers lived as far as 35 miles from Twin Rivers Police Department. A detective testified he had been called out several times in the past two years.

Vehicle mileage records were studied as were vehicle maintenance and repair records. The Chief testified that the average vehicle has 165,000 miles and the annual cost of repairs is approximately \$65,000 per vehicle. It was stated by the Twin Rivers Police Department Chief that one company was certified under contract for repairs of the vehicles.

Reasons given for the use of take home vehicles:

- For an officer on call
- K-9 officer
- Command Officers
- Discretion of the Chief

During testimony the Chief of Twin Rivers Police Department stated he allowed officers with take home vehicles to use them for personal use. Family members were allowed to accompany the officers, but they had to stay within a 35 mile radius. Twin Rivers Police Department officers used six department vehicles to attend a family funeral. There was precedence for using police vehicles in cases of officer's family situations. Such use was considered a form of team support. Regulations to support such use were not available to the Grand Jury.

Finding F 2.1

Over 50% of the officers on Twin Rivers Police Department had taken home cars. Detailed rules and procedures were not available concerning “take-home” and off-duty use of police vehicles. Present policy on the use of take home cars has generated unnecessary vehicle mileage which in turn inflates fuel, repair, maintenance, and replacement costs.

Recommendation R 2.1

The Twin Rivers Police Department must establish and enforce rules governing “take-home” and “non-duty use” vehicles.

Finding F 2.2

“Ride along” passengers and family members have been allowed to travel in Twin Rivers Police Department vehicles with on and off-duty officers. There are no regulations regarding family member travel in police vehicles.

Recommendation R 2.2

If family members or “ride-along” passengers travel with the officer, each must have signed and filed a liability release form prior to doing so. Exceptions for emergencies and holidays must be clearly delineated in governing regulations.

3. HOW DID THE POLICE DEPARTMENT ACCOUNT FOR THE FUEL?

The Twin Rivers Police Departments’ Administrative Assistant took care of the fuel log. However, with the structure of the department, it was very difficult to keep a proper record on which vehicle might be using excessive amounts of fuel. Through testimony, the Grand Jury learned it was not uncommon to fill a car and then fill another car the same day using one officer's identification number, making fuel use difficult to track. The use by undercover and command vehicles use the generic number 2040 to fill their cards with fuel without the proper identification of the car’s designated number, made accurate tracking impossible.

A detective testified that he would fuel up at the school's fuel station on site. He would use his car number and the last four numbers of his social security number when getting fuel, then fill his car. This was the only record kept as best he could recall. He also testified he would fill up the Police Chief's department vehicle which was an unmarked SUV. In doing so he would use his number for his car and then follow the regular routine.

The Grand Jury reviewed over 800 fuel documents trying to track fuel consumption. This task was impossible. The Grand Jury was never able to understand the use of fuel cards or where the vehicles filled their tanks outside the TR area.

The police cars are assigned numbers, and when filling the vehicles with fuel at the District garage they must put their car number, mileage, date and officer badge number on the fuel log. Originally the District provided 21 fuel credit cards to be used by the officers. However, the Chief issued only 9 cards to command officers of the department. The fuel cards could be used by the unmarked and some marked cars at contract stations around the state, when they were on special assignment, or traveling back and forth to their homes within a 35 mile radius from the station. When police cars were used for travel to schools for in-service within the state, the cards could be used at contract stations. Different rules applied to these cars. A generic number could be used by these cars when filling up at any contract station in or out of the county. The assigned car number was not required and the code 2040 was used to fill the vehicle at the pump.

Since most of the cars were assigned to special units, or to the ranking officers of the department, no one in the transportation office of the District ever questioned the amounts of fuel being used by these vehicles. The receipt was stamped to go to the finance department for payment without questions. The Grand Jury, with the help of an administrative aide from the District, attempted to determine what cars were filled by times and dates, but this daunting task was impossible to accomplish. The Grand Jury learned that since the start of its investigation, fuel used by police vehicles has reduced by 500 gallons per month. Also, credit cards are no longer issued and the cars are filled at the transportation pumps at the school bus garage. We suggested to the Acting Chief during our tour of the Police Department that the rules and procedures for using vehicle numbers should be followed to establish an accurate record of the number of miles driven and gallons of fuel used per shift.

Finding F 3.1

No procedures or controls were in place to account for the number of miles driven and/or gallons of fuel used per shift or by which officer. Also, an accurate record of the officer badge number and the shift log reporting any damage or mechanical problems of the vehicle could not be determined.

Recommendation R 3.1

Immediately establish a record keeping system to track police officer fuel usage by the amount of fuel used, miles driven, and badge number. The department must review the fuel log and make sure all officers are maintaining records. The clerk must immediately bring any irregular use of fuel for a vehicle to the attention of the day shift commander. It should also be rechecked by both the maintenance department and finance office.

4. HARASSMENT OF CITIZENS

The Grand Jury received a complaint from a citizen who is the property manager of a housing complex at McClellan Park. The complex is an experimental program designed for people who are on parole or probation. The guidelines for residency in these units are very strict and regulated: no loud parties, and no use of alcohol or illicit drugs on grounds. The program gives these individuals and their families a second chance to become productive and good citizens.

The Grand Jury received testimony from the property manager who related the following. Four Twin Rivers Police Department officers in 2 different patrol cars came to the complex. With guns drawn the officers went to a residence. They shouted at some of the residents who were outside their quarters. A male was on a grassy area playing softball with several children. They took him into custody, handcuffed him and took him over to one of the police vehicles. After about ten minutes he was un-handcuffed and allowed to return to the grassy area. A short time later, another officer returned to the grassy area, grabbed the man, handcuffed him again, and started back to police vehicle.

A young woman was taking photos of the incident when an officer screamed at her and said "...put that (expletive) camera away or I will break it over your head." After several minutes the cuffs were again removed and the man was allowed to return to the children. The officers then left the complex. (It was later learned they were looking for a parole violator who they believed had a girlfriend in the complex.) The property manager was apprised of the incident the following day when he came to the complex for a graduation ceremony.

Because the property manager received so many complaints from residents about the officers' actions, he decided to go to the District Superintendent's Office. He was told by District staff to put his complaint in writing and submit it to the Superintendent's office. It was suggested by an Administrative Assistant that he should also go to the Twin Rivers Police Department and ask to see the Chief.

The property manager went to Twin Rivers Police Department and upon exiting his car he saw one of the officers involved in the incident. The manager asked the officer if he could tell him what caused the problem at the complex. He was told by the officer, "If you believe what those people tell you then you are as stupid as they are."

The property manager went in to see the Chief and requested a report of the incident. He was told that he did not have standing and could not receive the requested report. The manager explained that the report could help at the weekly meeting held by the management team at the complex. The request was refused again. The property manager wrote a lengthy letter to the Superintendent, a copy of which is in the possession of the Grand Jury. He has never received a copy of the incident report nor has he received a reply from the Superintendent or any member of the school administration.

Finding F 4.1

The Superintendent and the Police Department mishandled a citizen complaint alleging harassment and police misconduct at a local housing complex. Officials were dismissive of his complaints and made crude remarks as to the complainant's intelligence.

Recommendation R 4.1

An internal and/or outside review of the incident should be conducted. Findings of such review should be provided to the citizen complainant.

Recommendation R 4.2

Written protocol should be in place to address citizen complaints, and if necessary training should be provided to prevent officer misconduct.

5. THE HIRING OF ANOTHER CONSULTANT

There have been several consultants hired by Twin Rivers Unified School District to address The Twin Rivers Police Department since 2008. The first paid consultant, an officer from a local law enforcement agency, wrote a 3 page document detailing recommendations for the Twin Rivers Police Department. The Grand Jury could find no record that his recommendations had been passed by the Board or adopted by Twin Rivers Police Department.

The Superintendent, through the District's legal counsel, hired another consultant who was a former FBI agent (retired) to do work for the District. He questioned police officers and other staff in the administration. The District's legal counsel advised the Grand Jury that the consultant was not submitting a written report of his findings. We have not received the consultant's invoices for the work he performed for the District or legal counsel.

The next consultant was a local retired police officer who had a meeting with the Superintendent regarding the Twin Rivers Police Department. It was explained to the Grand Jury that the Superintendent wanted to insert his thoughts into the final report to determine the outcome. The Superintendent was quoted a price of \$160 an hour. They could not reach an agreement on the structure of the report and the hourly fee.

Another consultant was brought in to do a report on the Twin Rivers Police Department. The Grand Jury has not been told the details of the meeting with the Superintendent or the price per hour for the final report. At this time the Grand Jury has not received a copy of the recommendations and findings or any part of the report.

Finding F 5.1

When the Twin Rivers administration took control of the new consolidated District it hired several consultants. The Grand Jury spoke to one of the consultants and also the former Chief of Grant Unified High School District. They told us of the findings and recommendations given to the Superintendent. It is our understanding that only 2 recommendations were implemented. The Grant Chief wrote a 40 page document regarding issues that should be addressed at the new Twin Rivers Police Department. Another consultant was hired to do investigations of the Police Department for the District. According to testimony, no recommendations were made from his investigations.

Recommendation R 5.1

It should be a top priority of the District to hire a qualified new Chief with supervisory experience. Allow the new Chief time to consult with other police chiefs and study this department and build a comprehensive and effective school District Police Department.

6. THE CALL IS OUTSIDE OUR BOUNDARIES

Accusations were made by citizens that officers used marked and unmarked department vehicles to pull over individuals in areas outside the Twin Rivers Police Department jurisdiction.

Interviews revealed that many officers made traffic stops outside the Twin Rivers Police Department District. A report revealed that at 7:30 one morning, a marked Twin Rivers Unified School District Police District vehicle was observed making a traffic stop on I-80 near Vacaville. The stop was for excessive speed.

Some officers interviewed believed that they have the same power given to certified community police officers, CHP officers, municipal police, or the Sheriff's officers. As previously noted in this report, Education Code 38000 clearly states: "...school District police or security department is supplemental to city and county law enforcements and is not vested with general police powers."

A Grand Jury review of the Penal Code suggests that once officers receive a Police Officers Standards and Training (POST) certificate that they can enforce the law anywhere in the State, even though the Education Code states that they are not vested with general police powers. High ranking officers from local law enforcement agencies reaffirmed that enforcement of the law outside of their school District jurisdiction should be left to the local police/sheriff/CHP departments.

There is the prevailing belief within the Twin Rivers Police Department that when an officer observes something wrong, or hears a report on their radio regarding local criminal activity in progress, that they are obligated to make a stop or answer the call, even if the call is reporting activity out of the Twin Rivers Unified School District jurisdiction. The Twin Rivers Police Department officers believe it would be a "dereliction of duty" to do otherwise. Penal Code 830.32 says that Police Departments have general police powers and should always be ready to enforce the law. For this reason, Twin Rivers Police Department officers believe they have been vested with police power to respond to other law enforcement agency calls to enforce the law. However, Twin Rivers Police Department officers are school police officers, designated under Education Code Section 38000 to be School Resource Officers (SROs), assigned to the boundaries of their school District. One officer testified it was the Chief's unwritten policy for officers to: "Go forth and enforce the law."

In a local newspaper editorial on October 28, 2011, a former Sacramento County Sheriff was quoted as worrying about "mission creeping," and calling Twin Rivers "...a disaster waiting to happen. They far exceed the scope of their intended purpose." In an article appearing on the same date, the former Sheriff noted the Education Code says a school police officer is to protect school students, staff and property. That code also describes school police forces as "...supplemental to city and county law enforcement agencies and...not vested with general police powers."

There is an exception made for sworn school police officers: they should respond to something such as a burglary that takes place in the vicinity of a Twin Rivers school. In his testimony, the Twin Rivers Chief of Police said that he believed his officers were within their authority to stop cars, issue tickets, make arrests, and tow cars, anytime, anywhere, if someone was breaking the law. In late 2008 the Chief sought the opinion of the Attorney General and was told that his department had general powers under Penal Code Section 830.32. So, the Chief felt:"...satisfied with the primary mission of (their) Police Department...within the authoritative jurisdiction to make sure that the public was safe."

Police officers from Twin Rivers Police Department patrol their Districts routinely. Their police vehicles are equipped with the latest police radios and computer systems. Twin Rivers has a specific frequency on which they operate and is connected to their Dispatch Center. The officers have the ability to switch channels and monitor the Sacramento Sheriff's, the California Highway Patrol's, and the Sacramento Police Department's frequencies. All police agencies have mutual aid agreements; however, there are specific regulations and rules to be followed when mutual aid is requested. When an agency needs assistance, a call is generated requesting mutual aid which is recorded at both Dispatch Centers. This aid request then covers the officers and their agency in case a responding officer is injured in the line of duty, or property damage occurs as a result of police cars speeding to the scene or engaged in a pursuit that might take place.

Following the Chief's unwritten policy of protecting the public, the Twin Rivers Police Department routinely monitored the Sacramento Police Department's and the Sacramento County Sheriff's radio channels which are linked to their patrol cars and Dispatch Center. By keeping their radio channels open to law enforcement agency calls, patrol officers are able to pick up calls in progress and emergency calls anywhere in the county. By asking the Twin Rivers dispatcher where a local call was going, they were able to respond to the call in a marked unit, often unannounced, unrequested, and unwanted. The officers are responding to another agency's call to which they are not dispatched or asked to "officer assist." It was not uncommon for Twin Rivers Police Department officers to go to a crime scene that was outside their jurisdiction.

Findings F 6.1

Twin Rivers Police Department officers have been reported to have stopped private vehicles for traffic violations while off duty enroute to or from home while in Twin Rivers Police Department vehicles. The patrol officers feel that they have authority and responsibility, under Penal Code Section 830.32, to enforce traffic laws for public safety reasons. Critics of the Twin Rivers Police Department, citing Education Code 38000, contend that the patrol officers are exceeding their "school police" authority.

The California Education Code Section 38000, under which the Twin Rivers Police Department was authorized, sets forth the legislative intent that a school District police or security department is supplemental to city and county law enforcement agencies and is not vested with general police powers. Section 830.32 of the Penal Code of California says that "Any peace officer employed by a K-12 public school District...who has completed training as prescribed by Section 832.3 shall be designated a school police officer. An officer so trained is vested with general police powers.

Recommendation R 6.1

In view of the apparent conflicting regulations, it is the Grand Jury's recommendation that the meeting proposed between the Superintendent of the Twin Rivers Unified School District, the Sacramento County Sheriff, the Sacramento Chief of Police, and the Chiefs of Police of other county municipalities, be convened immediately to mutually agree on procedures for implementation of "mutual aid" and "officer assist" programs.

Finding F 6.2

There appears to be no coordination between Dispatch Centers or guidelines in place for the Twin Rivers Police Department Dispatcher or Twin Rivers Police Department officers regarding "mutual aid" calls.

Recommendation R 6.1.1

Agency Dispatch procedures must be standardized and coordinated. It is recommended that officers not be dispatched into an adjoining law enforcement agency's jurisdiction until a request is received from the primary responder for assistance.

Recommendation R 6.1.2

When a dispatcher receives a call for "mutual aid," an officer must determine the number of officers requested, special equipment required, location of reporting point, name of officer in command, and the name of the officer or PIO with authority to supply information to the media as it is generated. Until this information is received no officer should be dispatched to assist and no officer will leave the assigned jurisdiction unless on specific orders.

7. JUMPING CALLS OR PROVIDING A SUPPLEMENTARY SERVICE?

Twin Rivers Police Department officers routinely monitor the Sacramento Police Department's and the Sacramento Sheriff's frequencies. As they monitor the burglary calls, suspicious person or property calls, break-ins, fights, and other crimes in progress, they often respond to the scene, out of their jurisdiction and before a call for "mutual aid" is broadcast.

One such incident occurred when a "burglary in progress" Sheriff's Department jurisdiction was broadcast. A Twin Rivers Police Department officer jumped the call getting to the area ahead of the assigned Sheriff's officers. Rather than wait for the Sheriff's officers, a Twin Rivers Police Department officer drove to the scene and observed the suspect on foot. The Twin Rivers Police Department officer attempted to make contact with the suspect as the suspect approached a parked vehicle and entered it. The Twin Rivers Police Department officer was on foot positioned in front of the suspect vehicle and demanded the suspect "stop," the suspect turned on the engine and accelerated toward the officer. The officer subsequently fired 2 shots at the suspect who sustained non-life threatening injuries. The responding Sheriff's Department officers then investigated an officer involved shooting as well as a burglary. This is an example of the officers from Twin Rivers Police Department committing what is referred to as "jumping a call."

Sacramento Police Department and the Sheriff's Department received complaints that Twin Rivers Police Department patrol officers were "jumping calls." In 2009, the Sheriff wrote a letter to the Chief of Twin Rivers Police Department concerning his departments handling calls outside their jurisdiction. The memo stated that Twin Rivers Police Department was acting like a municipal Police Department and going beyond their jurisdiction; straying from their duties of SROs. The shooting of a victim on a bike in an area near a District school, was cited as another

example of Twin Rivers Police Department officers going beyond their jurisdiction and exceeding their police powers. In response to this memo, a meeting was proposed between the District Superintendent, the Sheriff, and Chiefs of Police from local municipal Police Departments to discuss accusations that Twin Rivers Police Department officers are "jumping calls." The proposed meeting never materialized.

When a crime is in progress in an area close to the parks patrolled by Twin Rivers Police Department, it is quicker for them to respond than to wait for the proper jurisdictional authority. If Twin Rivers Police Department does respond to a call near a park, it can be construed as "jumping a call," even though the Twin Rivers Police Department officers may feel the call affects their area and the responding officer's safety. However Twin Rivers Police Department does have a "mutual aid agreement" between the three local law enforcement agencies, and this "brotherhood between the groups" necessitates them protecting each other and each other's territory.

It is the Grand Jury's understanding that the Memorandums of Understanding that the Twin Rivers Police Department has with the Sacramento County Sheriff and with the Sacramento Police Department call for the SROs to have "primary responsibility for traffic enforcement and control for all campus-related events and incidents." There are no references to "jumping a call."

The current Sheriff has said that "jumping a call" by neighboring agencies can happen for legitimate reasons. For example, a California Highway Patrol Officer passing through the unincorporated area of the county might be the first to respond to a nearby violent crime; and remain until the scene is secured. The Sheriff's concern is that if the Twin Rivers Police Department is allowed to continue "jumping calls" on a regular basis, it will create confusion and force the primary agency to be accountable for actions taken by Twin Rivers Police Department. This is a responsibility the Sheriff's department does not want to assume.

It has been stated in testimony from Del Paso Heights residents, that they would rather Twin Rivers Police Department handle calls in Del Paso Heights, even though that area may be out of Twin Rivers Police Department jurisdiction. They believe the Twin Rivers Police Department knows the citizens and their community better than the officers of the Sheriff's Department or the Sacramento Police Department. In an editorial in a local newspaper on October 28, 2011, the president of one local neighborhood association is quoted as saying: "Twin Rivers Police Department police do a great job," and that she has never seen them "...overstep their bounds." Another citizen stated that "...in her "North Sacramento neighborhood (they) had been told that the city police will not respond unless there is a crime in progress. We are trying to get together and pay \$75 a quarter for private security." She added "...most of us would like to save that money and have Twin Rivers Police Department respond." Another citizen said: "With budget cuts and slow response times from the overworked Sheriff's Department, I am extremely grateful to have Twin Rivers Police Department available. More than once I have called them to take care of potentially dangerous situations, and they responded immediately."

At a community meeting held in Del Paso Heights Fall of 2011, the Sacramento Police Chief responded to a statement that Twin Rivers Police Department, rather than the Sacramento police, sometimes respond to emergency calls. He said: "The Sacramento Police Department (Sacramento Police Department) is the Police Department for Del Paso Heights. If you call us, we come. If Twin Rivers Police Department responds, they shouldn't be there." He said that the "Twin Rivers Police Department has no general policing authority, and that officers who want to be street cops should not be part of the school District Police Department."

The Twin Rivers Police Department PIO (Public Information Officer) has repeatedly said that the department's officers have the same training and authority as city and county officers. She says this disconnect needs to be resolved: "Officers do not 'call jump' [or respond to calls to which they are not dispatched outside their jurisdiction.] If the concern is that we are poaching calls, we are not. The officers are not out there patrolling streets, as it might appear."

The Sacramento Police Chief has asked for data from Twin Rivers Police Department from July 1, 2008 (which is the time when Grant Joint Union High School District Police Department became Twin Rivers Unified School Police Department) through 2011. The request was for all the radio calls that came in which have Twin Rivers Police Department in them, and those that didn't, and where Twin Rivers Police Department showed up on the scene anyway. He also wants to look at Twin Rivers Police Department self-initiated calls put in the Sacramento Police Department's log. These calls may have been initiated from the common belief among Twin Rivers Police Department officers that even though there is a mutual aid MOU between the school District, the Sacramento Police Department, and the Sheriff's Department, Twin Rivers Police Department officers need to be self-sufficient because they can't always depend on the Sheriff or the Sacramento Police Department to respond. It becomes necessary in the minds of the Twin Rivers Police Department officers, to keep all channels open in case there's a crisis situation. The Chief of the Sacramento Police Department feels the Twin Rivers Police Department "jumps calls" because there are inconsistencies between policies and protocols of local agencies. The Chief said Twin Rivers Police Department Officers did not receive the data concerning a problem before they jump in.

The Twin Rivers Unified School District Superintendent has said that it's time for school officials, the Police Chief, and Sheriff to define the precise limits of Twin Rivers Police Department authority. He says he welcomes the conversation with the Chief of the Sacramento Police Department and the Sheriff's department about the scope of Twin Rivers Police Department services. The Superintendent: "We maintain a 5-minute response time, and if I can get the City police and Sheriff's Department to commit to a 5-minute response time every day, 24/7, I am ready to have them come in and do this."

In January, 2012, to clarify the position of the prior Chief and the policy of the Twin Rivers Police Department, an inter-departmental correspondence was sent to all Twin Rivers Police Department personnel. It ordered when any employee becomes aware of a pending or in-

progress call for service with any outside law enforcement agency, that employee must respect the fact that another agency has taken the responsibility for the call. Twin Rivers Police Department officers will not answer a call without having first contacted the Twin Rivers Police Department dispatcher who would then confirm with the other agency's Dispatch Center that assistance is necessary and/or requested. If said agency's dispatch calls for service, then a Twin Rivers Police Department officer can respond. The only exception to this would be in the case of the imminent loss of life of an officer or citizen, foot pursuit in progress, etc. Even then, without exception, an officer would notify the Twin Rivers Dispatch Center of the incident. At that time the Twin Rivers Police Department dispatcher would contact the outside agency's dispatcher to confirm their assistance is needed. If it is not needed, the Twin Rivers Police Department dispatcher would advise the officers and they will immediately terminate response.

While officers are willing to help other officers at routine stops and accidents, the problem over the past two years has worsened. In our interviews with the Twin Rivers Police Department Chief, he stated that he did not condone his officers “jumping calls,” and that he had sent out communications to stop this practice. However, after further testimony from the Chief he recognized the problem and admitted it still happens routinely.

Findings F 7.1

It became become a routine practice for the officers of Twin Rivers Police Department to routinely “jump calls” in areas near schools. They monitor the dispatchers from the Sacramento Police Department and the Sacramento Sheriff’s Department’s radio frequencies. They immediately go to the call sometimes arriving before the other agency. Some citizens believe the Twin Rivers Police Departments response time was much quicker than the city police or sheriff’s officers.

Recommendation R 7.1

The Twin Rivers Police Department must follow their “Mission Statement” that all Twin Rivers Police Department officers must follow. All officers must understand that their primary responsibility is the protection of the students, staff and facilities of the Twin Rivers Unified School District.

Recommendation R 7.2

To limit financial liabilities from engaging in activities outside Twin Rivers Police Department boundaries, Police Department regulations must clearly establish District patrol vehicle response and action boundaries, as well as patrol officer law enforcement authority.

Recommendation R 7.3

In view of the apparent conflicting regulations, it is recommended that the meeting proposed between the Superintendent of the Twin Rivers Unified School District, the Chief of Twin Rivers

Police Department, the Sacramento County Sheriff, and the Sacramento City Chief of Police be convened immediately to mutually agree on procedures for “jumping calls.”

8. TOWS, TOWS AND MORE TOWS

Citizen complaints were made that police officers were towing their car for unreasonable causes. They believed that Twin Rivers Police Department officers went beyond the duties of a SRO and unfairly exercised their police authority by excessively towing numerous cars each day. Through testimony, officers stated they were not satisfied only doing school policing and utilized their powers to tow cars. It was learned that many minor infractions such as a crack in a windshield or brake lights not working, as well as a judgment about the manner a person was operating a motor vehicle, was enough to draw an officer’s attention. Once a vehicle was stopped, then the scrutiny of the person and the vehicle began. Often a citation was issued, the vehicle was towed by a privately owned tow company to their tow yard, or both.

Prior to unification, obtaining a release from the Police Department after a car had been towed cost the driver/owner of the vehicle a little more than \$100.00. But, after unification the department recognized more money could be brought into their supplemental account by increasing the tow fees. The command staff of the department, with the approval of the Assistant Superintendent and the knowledge of the Superintendent, raised the price for release of the vehicle to \$200.00. This new fee was documented in a memo dated October 24, 2011. However, these fees were in effect from early 2009. The Grand Jury was unable to obtain earlier documentation of the rate increase. It could not determine if the Board of Education approved the increase. Through sworn testimony of Twin Rivers Police Department officers, the Grand Jury learned that increasing the number of cars towed would ensure there was ample money in the Twin Rivers Police Department supplemental fund, and the increase tow fees were a way to generate additional funding.

This \$200 fee for a release from the Police Department was the first step in recovering the vehicle. Additional fees were charged by the towing company. The towing fees varied from \$75 to \$100, and one towing company did the majority of the tows. To obtain a vehicle from the towing company the owner would also be charged for storage. The first day the car was brought to the storage company there was a \$50 minimum charge. Then each day an additional charge of \$50 to \$100 was placed against the vehicle. It was learned from citizens that many vehicles were abandoned because of the high fees.

The Superintendent’s Administrative Assistant’s daughter’s car was towed. She was a teacher in Twin Rivers Unified School District. The \$200 fee was paid for the release of the vehicle. Subsequently, the Chief’s Administrative Assistant received an email from the Superintendent to refund the \$200 payment for the tow release. The Chief’s Administrative Assistant followed the order of the Superintendent and refunded the money. The teacher had allowed an unlicensed 17-year old student to drive her car. The student and the teacher became the subjects of a Twin

Rivers Police Department and the Sacramento Sheriff's Department investigation. The Grand Jury wanted to interview the teacher, however, we learned she was now on leave from the District and lives and teaches out of state.

During the course of our investigation it was discovered that a Twin Rivers Police Department Sergeant issued a memo to all officers stating the officers were required to make 4 vehicle tows per day. The Chief rescinded this memo within an hour of its email delivery. However, a replacement memo stated that the officers were to make 4 vehicle contacts or stops during their shift.

Finding F 8.1

Towing a vehicle became common place with many of the officers. Once a vehicle was towed the owner would often lose the vehicle due to the expense of recovery. Tow release fees that were collected were deposited in the supplemental police fund which could be spent at the discretion of the Chief of Police.

Recommendation R 8.1

Towing should be limited unless a vehicle's location is a hazard or impedes free flow of traffic. Tow release fees should not be increased for the sole purpose of supplementing the Twin Rivers Police Department's budget.

Finding F 8.2

The Twin Rivers Police Department established a quota policy for towing cars in violation of the California Penal Code.

Recommendation R 8.2

The Department operating procedures must clearly forbid establishment of quotas for vehicle stops, searches and tows by any member of the Police Department.

9. PAID ADMINISTRATIVE LEAVE

There are certain rules when one places a police officer on leave. These are spelled out in the POBR and union regulations. During our investigation the Grand Jury discovered that at one time approximately 7 of 20 officers were on paid administrative leave. One officer had been on administrative leave for over 500 days, during which time he was paid over \$120,000. This officer remained on leave until March of 2012, at which time he was reinstated. It was found that the Superintendent, Deputy Superintendent, and the Chief, approved paid administrative leave in a manner contrary to the rules and regulations of POBR and the police officers' union. These rules and regulations must be adhered to while an agency investigates the allegations of a

complaint against an officer. In the above case cited, a Skelly hearing, part of the process for putting an officer on leave, was held almost a year after the officer was placed on leave. However, records indicate a decision to fire the officer was made 11 months before the hearing.

According to the POBR and the union regulations, the first step for putting an officer on paid administrative leave is for the issuing department, in this case the Twin Rivers Unified School District Department of Human Resources, to issue an official letter in person which states the reason the officer is being placed on leave. However, testimony from the Associate Superintendent of Human Resources stated she did not understand or have knowledge of the POBR process for putting officers on leave. What she did would be to call the officer in and tell him/her that this person was on paid leave under the direct order of the Superintendent. The reason for the paid leave, as required by law, was usually never explained to the officer. Again, an official letter should have been sent to the officer.

According to the Associate Superintendent of Human Resources' testimony, she was not aware when an officer is placed on leave, the common practice is to return all District issued and owned property to the District until a final decision is made about the status of the officer. The badge, duty weapon, identification card, and other credentials are to be turned in for safekeeping. The officer has no police authority until the case is resolved. Sometimes one's police equipment was confiscated, other times the officer was left in possession of his/her badge, weapon and police identification. She stated this process was not part of a formal policy for the Twin Rivers Police Department. She further testified she was not used to dealing with POBR and relied on the Education Code to guide her.

Under direction of the Department of Human Resources, while an officer is on leave the officer is required to remain home and call in every morning to the Dispatch Center or the officer in charge, and to have no contact with any other police personnel or employee of the District. The officer is not allowed on school property and must have permission (which is rarely given) to attend any school functions or sporting events. One officer on paid administrative leave said his son was playing a sport at a Twin Rivers Unified School District facility and the officer was not allowed to attend the sporting event. He stated he sat in his car off school property and watched the game.

At the time we inquired about the officer who was on paid leave for over 500 days, investigations were to be conducted by the Internal Affairs Officer. However, the investigation was stopped for several months when the Internal Affairs Officer was on paid administrative leave. The Internal Affairs officer told us he was contacted once or twice during his 10-month leave. This officer stated he was contacted and asked if he would come back to help with the internal investigations of some other officers that were also on paid administrative leave. He declined to go in until his own case was settled.

Findings F 9.1

The Associate Superintendent of Human Resources has no knowledge of the POBR or the police union rules and regulations nor is there a copy of POBR in her department.

Recommendation R 9.1

Make available to the Twin Rivers Police Department and District administration all documents that describe the process of putting an officer on leave. A copy of the POBR and the union rules and regulations must be on file in the Human Resources Department.

Findings F 9.2

Many of the Twin Rivers Police Department officers are unaware of POBR and union rules and regulations.

Recommendation R 9.2

All Police Department personnel must be made aware of the administrative requirement of implementing POBR and union rules and regulations that ensure their rights are protected. The union representative of the Police Department should provide all officers with a copy of POBR and the union rules and regulations.

Findings F 9.3

Too many officers are on paid administrative leave for an unacceptable period time. One officer was placed on administrative leave and paid a salary of over \$120,000 before being brought back to work. Another officer filed suit and was paid over \$200,000 before he subsequently returned to the force.

Recommendations R 9.3

When an officer is accused of a violation of a law, rule or regulation, it is in the best interest of the school District and the accused officer who has been laid off, to conduct and complete an internal investigation within a reasonable period of time.

10. COMMUNITY RELATIONS AND INFORMING THE MEDIA

There were citizen complaints that the Twin Rivers Police Department was not fostering good community relations, but was more concerned with towing cars, harassing citizens, and giving speeding tickets than informing the public about incidents and events in the community. The media complained they were not always informed of what was happening in the Twin Rivers Police Department.

The position of a Twin Rivers Police Department Public Information Officer (PIO) was established by the Chief in the winter of 2008-2009. The primary purpose of the position was to foster positive relationships between the Twin Rivers Police Department and the communities of the 4 school Districts that unified to become Twin Rivers Unified School District. The Chief felt the Twin Rivers Police Department needed to have a "voice" and a presence in the community.

The Twin Rivers Police Department PIO is the communications coordinator or spokesperson for the department whose primary responsibility is to provide information to the media and public according to the standards of the profession. His PIO responsibilities included establishing and building strong relationships with reporters and the media. As well as being a spokesperson for the District, he also was a sworn peace officer serving in the capacity of a SRO.

The Grand Jury learned that he did numerous things in the schools and communities. As examples, he worked on special projects, did research, designed brochures, and made PowerPoint presentations. As a SRO and PIO he attended community and neighborhood watch meetings and events as a representative for the District.

The PIO testified he was instructed by the Chief when there was an incident he was to speak with other officers before going to a press conference. The Chief did not instruct the PIO what to say nor did the Chief review what the PIO had written. If the PIO didn't have time to call officers to learn the details of an incident, he was told to call the Chief and the Twin Rivers Unified School District PIO after he gave a release to the media to let them know what he had reported. It was considered acceptable if he was in the field to just give the media the facts as he saw them. He stated he did "not entirely like" this lack of direction, and felt that "he could do better." He said he had not been given formal training about school District/media relations.

Testimony from the Chief revealed it was not his policy to write a press release. Specifically, dealing with an incident where a suspect shot an officer and the suspect subsequently died in the back of a Sacramento Police Department patrol car, the PIO "scribbled" notes about what happened and reported to the media without a prepared statement from the Chief. He testified that there was little, if any, communication between the Twin Rivers Police Department PIO, the Chief and the Twin Rivers PIO. This resulted in erroneous, invalidated or untrue media statements sometimes being released. This affected community relationships and presented a negative impression of the Twin Rivers Police Department and Twin Rivers Unified School District.

We heard testimony that the PIO was instructed not to make public any case involving employees who had been accused of or arrested for misconduct.

Finding F 10.1

There was no PIO job description or guidelines regarding protocols, responsibilities, or communication outreach. There were only verbal guidelines. There was no specified chain of

command for review of written releases or verbal communiqués to the media. Media statements were not coordinated so that a single statement was made for the District pertaining to serious incidents or crimes. We found uncoordinated responses leads to confusion and irresponsibility.

Recommendation R 10.1

The Twin Rivers Police Department should have a manual specifically describing the PIO's duties and responsibilities, including when to notify and coordinate with the Chief and the District PIO concerning media releases. The operational protocol of both the Police Department PIO and the school District PIO must require timely coordination of all news related releases. No one department should be responsible for any incident that pertains to the whole District. The Police Department does not speak for the District or vice versa.

Finding F 10.2

There were no regularly held press conferences and community meetings to update the community about events to create partnerships with the community, to foster positive relationships, and to become co-fighters in crime reduction.

Recommendation R 10 .2

Periodic press conferences and community meetings should be held.

11. USE OF TASER

A Twin Rivers Police Department officer responded to a citizen who told him two women were fighting in front of a local market. When the officer arrived at the scene one of the women was swinging a bat, and a man was trying to hold onto the woman. The officer shouted to the man: "Let her go." Without warning, the officer shot a Taser into the body of the man. A second man came out of the market and jumped into the fight. Sacramento Police, who had jurisdiction, and additional Twin Rivers Police Department officers arrived at the scene to assist in breaking up the fight. An arrest was made of the two women and the man who jumped into the fight.

Subsequently, a Twin Rivers Police Department Sergeant arrived and ordered the officer who fired the Taser to remove the darts. The officer removed the darts from the man and sent him on his way rather than administering the medical attention required by standard Taser training. The Twin Rivers Police Department Sergeant at the scene did not call for medical assistance. It was told to the Grand Jury from another officer of Twin Rivers Police Department not involved in this incident that the officer who fired the dart was told by the Sergeant to alter his report regarding the removal of the darts.

Finding F 11.1

At the time of the incident Twin Rivers Police Department did not have a manual or guidelines on the use of the Taser weapon and the deployment of darts. The Grand Jury was concerned about the policy and procedure of the Twin Rivers Police Department or lack thereof concerning the use of a Taser and subsequent procedure after one has been used.

Finding F 11.2

We found no evidence that all officers in Twin Rivers Police Department had Taser training.

Recommendation R 11.2.1

It is recommended that all officers receive approved training in the use of the Taser and a record of such training be entered in the officers' file.

Recommendation R 11.2

The policy covering the use of weapons must conform to statewide standards used by law enforcement agencies. An incident report must be written and filed after the deployment of a Taser.

12. THE CHIEF

The first Chief of Police of the Twin Rivers Unified School District Police Department was placed on paid administrative leave in November, 2011. At that time he had served approximately three and a half years. The Grand Jury recognizes that establishing a new Police Department is a monumental task. **However, most of the 11 above-mentioned issues must be at least partially attributed to him. To our list of concerns about the Chief, the Grand Jury would like to add the following information.**

Once the department was established the word "School" was deleted from the stationary, business cards, officers' uniforms, badges, and marked police vehicles. It became known as the Twin Rivers Police Department. One aspect of our investigation focused on this change. Testimony revealed that the Chief took responsibility for implementing the change without the Board of Education's knowledge or authorization. The name change occurred along with a change in the duties of the Twin Rivers Police Department beyond ensuring the safety of students, staff and facilities.

The Chief sometimes assigned Twin Rivers police officers to other law enforcement agencies. Some assignments were funded by federal and state grants. The grant money was paid to the District general fund and then was transferred to the supplemental account of the Police Department. The Grand Jury was told when an officer was put on special assignment, usually a

reserve officer was chosen to fill the position. It is unclear at this time if the Superintendent or the Assistant Superintendent had direct control of the placement of the full time officers and personnel authorized by temporary transfers. However, reserve officers were used to fill in for the duration of the temporary assignment. It was learned through testimony that one assignment placed a female officer from Twin Rivers Police Department to the County Sheriff's Department undercover duty on the "hooker detail" to stop prostitution on Watt Avenue near Longview Drive. Another officer worked on the high crime detail with the Sacramento Sheriff's Department.

The Grand Jury learned that Twin Rivers Police Department had taken control of Grant Joint Union High School District contracts and assumed responsibility for security at three parks located in the District. Over the next few years, at the direction of the Superintendent, the Police Chief was told to solicit more parks for police coverage by Twin Rivers Police Department. Some of these additional parks were not within the Twin Rivers District. The officers patrolling the parks had the responsibility to open, patrol and close the parks as described in the contracts. Several schools, outside the Twin Rivers District, were also under contract to Twin Rivers School District. However, even though the Twin Rivers Police Department investigated incidents that happened in the parks, in many cases the Sheriff's office or the Sacramento Police Department oversaw the complaint, completed the investigation and filed the reports.

These contracts, while establishing an income stream for the Twin Rivers Police Department, create a potential liability for incidents that occur in the parks, and take officers away from their primary responsibility of protecting the 52 District schools, District property, students and employees.

An officer testified to the Grand Jury that on several occasions he was asked to do personal tasks for the Chief. While on duty he made repairs to the Chief's home, including installing a water closet, and built a fence around the Chief's yard at his second home, and on occasion bought cigars for the Chief. He stated on many occasions he would act as a driver for the Chief and his wife when going to special events. He said that he did not act as a bodyguard; the Chief liked to have the presence of a driver. He was reluctant to talk about these times or other things he did for the Chief while on duty and not related to his job assignment.

According to the testimony of the Administrative Assistant to the Chief, she doubles for other duties around the police station. She is the "go-to" person when the Dispatch Center is having troubles with radio or video equipment. She handles the time sheets for the officers and staff. It is her responsibility to have payroll submitted on time. When the Finance Department makes errors in paychecks (which happens on a regular basis), it is her duty to seek out and solve the problem. She stated that many officers submitted a large amount of overtime to the payroll department. She reported that one officer reported over 100 hours in one month. The Administrative Assistant and someone in the Finance Department brought this to the attention of upper management. Nothing was resolved.

The Chief's Administrative Assistant was questioned about volunteer SROs who were used as community volunteers. These "volunteers," serving in a police capacity, learned that they were entitled to wages and have filed a claim against the District for unpaid wages. We also learned that American River Community College entered into a contract with Twin Rivers Unified School District for the use of classrooms located behind the Twin Rivers Police Department. Some of these American River Community College students had served time, were on parole, or were being monitored. These units are directly across from the police station, and both the Chief's Administrative Assistant and officers complain that there has been vandalism to their cars attributed to these students.

Finding F 12.1

The detective testified about working for the Chief of Police on personal projects while on duty.

Recommendation R 12.1

No officer should be ordered to perform personal work for the Chief or any other officer while on duty. This conduct must be stopped immediately.

13. TWIN RIVERS UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

"THEY DON'T KNOW WHAT THEY DON'T KNOW"

A seven member Board of Education was elected in November, 2007, on the same ballot that Measure B was passed to unify North Sacramento, Rio Linda and Del Paso Heights Elementary School Districts and Grant Joint Union High School District. This Board was elected with the ultimate responsibility and decision-making power to lead the newly unified Districts. The Board also hired and employed the Superintendent, who is charged with implementing the Board's directives and managing day-to-day operations of the District. Since unification, there have been some good things happening in the District, most importantly, test scores have risen and the budget is balanced. However, the Grand Jury investigation has revealed the Superintendent functioned independently from the Board relating to the Twin Rivers Police Department, as heard from the testimonies of 3 Board members who were unaware of police matters overseen by the Superintendent. He had made decisions involving personnel issues, spending allocations, contracts, facilities, police policies, weaponry, and liability for alleged illegal activities without their knowledge.

One member testified she thought the Superintendent and the Twin Rivers Police Department were doing a good job, but she was unaware of many things she was asked. One member testified he knew very little about what was going on because he was kept out of the loop. The third member, the Board President, was unaware of most of what the Grand Jury asked him.

The President of the Board said he had no knowledge if either the Superintendent or the Deputy Superintendent had any training in police administration. The company hired to write a manual regarding the organization of the new District put nothing in about the Police Department. Thus, the Board had no help in writing regulations for the Police Department to pass on to the Superintendent. The Grand Jury never saw a policy manual for the Police Department because it did not exist.

These three Board members were unclear what services the Police Department provided. At Board meetings the Chief and the Superintendent told them little. Two members testified they had no knowledge the word “school” has been removed from the logo of Twin Rivers Unified School Police Department. The Chief diminished the primary function of School Resource Officers, and had them function as a local law enforcement agency without notifying the Board.

The budget of \$3.7 million for the Police Department was not known by these Board members. This fact was especially evident when they didn’t know a large amount of sophisticated electronic equipment was purchased and installed in patrol cars. It was unknown to them that the Armory at one time had unregistered weapons in it and money and guns had been reported missing from the Evidence Room.

A Board member reported there were many complaints from Police officers about their treatment by the District. That member did not ask the Superintendent to check into these matters. The consultant (SAGE) hired by the District for the unification made no reference to the POBR. The Board President said he had some knowledge of the POBR, but not enough to know it was illegal if its mandates weren’t followed. This placed the District in a position for a potential lawsuit.

As the Board members were questioned by the Grand Jury they repeatedly answered “I didn’t know that” or “I was not aware of that” in reference to the operations of the District and activities carried out by their Police Department and Human Resources Department. Even though all 3 members have been on the Board since unification, it became apparent to them during questioning that the Superintendent made decisions for the Board without their knowledge. The Grand Jury had more knowledge of decisions made and occurrences that took place in those two departments than the Board members had. The current President testified that the facts, events, and personnel matters that the Grand Jury revealed to him should have been brought to the Board’s attention by the Superintendent.

Specifically, the Grand Jury heard from these witnesses, they were unaware of the number of police officers on paid administrative leave, “deals” made to secure a towing contract, the details of officer-involved shootings, police officer alcohol-related traffic accidents, the supplementary fund, and the use of take home police vehicles, to name just a few issues.

The Board President said up until 2010 they were pleased with their Twin Rivers Police Department and its operation. He became aware of the problems with Twin Rivers Police Department through the Grand Jury and local media. He testified that he learned from TV and the local newspaper about controversial issues such as the Twin Rivers Police Department Union authorized “U RAISE ‘EM, WE CAGE ‘EM” T-shirts, demolishing of Harmon Johnson School, illegal Adult Education background checks, questionable towing practices, and personnel issues

involving officers being put on paid administrative leave for over 500 days. When the Grand Jury informed the Board President that other Board members testified they were also unaware of these issues, he stated: “They didn’t know what they didn’t know.”

The President acknowledged he should have been informed about officer-involved shootings or their improper use of weapons, and if the Police Department held a review of these shooting incidents. It was stated that one member of the Board had no knowledge if any disciplinary measures were ever taken against any of the officers involved in the 3 District shootings; however, one member did state that the incidents were reported to them as “officers’ lives were threatened.” The President said the Chief should not have handled the disciplinary hearings.

All three members testified they were unaware that the Chief’s wife as a police officer was transferred to Student Services the summer of 2008 to avoid the charge of nepotism. They were also unaware and did not give authority for her to be loaned to the Sheriff’s Department as part of what was called a “hooker detail” to curtail prostitution on Watt Avenue. It was also an unknown that the Deputy Superintendent approved sending additional police officers to accompany the Chief when he and his wife went to community or political events. It was reported in prior testimony that the Chief wanted it to appear that he had an entourage who supported him.

All three members testified they had no knowledge of the conversation that took place between the Superintendent, legal counsel, the Chief and his wife at a Folsom restaurant. They were visibly uncomfortable hearing this. It was stated that an evaluation of the Police Chief had not come before the Board. The Board President appeared alarmed when he heard the Chief’s computer and others had been seized by the Sacramento Police Department and possibly many files and emails had been deleted.

The Board President testified several times the Superintendent’s job was to take care of the day-to-day operations of the District, and the Superintendent should have responded to the complaint from the manager of the McClellan Housing Complex.

We found there was no Request for Proposal (RFP) to hire an in-house legal counsel. According to an account by a local newspaper, the District has paid millions to their legal counsel’s firm, much of which is believed to be for matters concerning the Twin Rivers Police Department. It was told to the GJ that their legal counsel did not inform the Board about potential lawsuits if someone had been hurt or shot in the parks the Twin Rivers Police Department patrolled, or when students were allegedly “roughed up.” The 3 Board members stated they did not feel legal counsel was adequately informing them, the Superintendent, and their insurance carrier of police and other matters effecting the District.

Because of the importance of maintaining good community relations and a positive image of the District, the three Board members acknowledged their concern about the Twin Rivers Police Department and its abuse of power. The President of the Board stated he felt he was ignorant about issues and that the Superintendent and Deputy Superintendent should have kept the Board informed about all the important issues affecting their policy and decision making.

Finding F 13.1

The Superintendent functioned independently from the Board and exceeded his authority. The Superintendent did not keep the Board informed about District issues.

Recommendation R 13.1.1

The Board should conduct an inclusive and transparent nationwide Superintendent search in order to find a new leader who will win the trust and confidence of the Twin Rivers Unified School District staff, students, and community. The Board needs to clearly establish what their expectations are of a new Superintendent and who has the ultimate decision-making authority for the Twin Rivers Unified School District.

Recommendation R. 13.1.2

It is important that the community be involved in the selection of a new Superintendent. Community forums should be held to learn what the Twin Rivers community desires in a Superintendent.

Finding F 13.2

The Board learned about District issues and incidents from the local media.

Recommendation R 13.2

The Superintendent must inform the Board of all pertinent events going on within the District. The Superintendent should not allow the District PIO or the Twin Rivers Police Department PIO to release anything to the media before the Board President or representative is sent the release.

Finding F 13.3

There was no involvement of the Board and the community in the selection and hiring of the Twin Rivers Unified School District Police Chief.

Recommendation R 13.3

The Superintendent and the Board should gather information regarding the qualifications that the community desires in a new Twin Rivers Unified School District Chief of Police. The Board and the community should be involved in the selection of the Twin Rivers Unified School District Police Chief. The Board needs to pick someone who can be a good role model and has the skills to be an effective leader in order to restructure and reinvigorate the Police Department, and to rebuild the trust and confidence in the Twin Rivers Police Department.

Finding F 13.4

The Board did not effectively ensure that good management practices were being followed by the Superintendent and his top management staff when overseeing the Twin Rivers Police Department and Human Resources Department.

Recommendation R 13.4.1

Newly elected Board members should enroll in The California School Board Association's workshop for new Board members to understand their governance role and oversight of the Twin Rivers Unified School District.

Recommendation R 13.4.2

Regular reports should be made at Board meetings regarding the operation and status of both the Police and Human Resources Departments.

Finding F 13.5

Legal counsel charged the District millions of dollars to defend the District and the Twin Rivers Police Department.

The Board was not apprised of alleged illegal matters and issues of liability.

Recommendation R 13.5

The new Board must become informed of all past and present Twin Rivers Police Department legal affairs and lawsuits. They should obtain and review all legal expense records that pertain to the Twin Rivers Police Department, and find ways to streamline costs. A RFP should be used for future hiring of legal counsel.

Finding F 13.6

The Board was uninformed about the Twin Rivers Police Department budget and how their monies were spent.

Recommendation R 13.6

The Grand Jury recommends a total audit of all Police Department accounts by a forensic audit team, going back to the formation of the Twin Rivers Police Department. The Board should review the audit and insure the money is being spent appropriately.

CONCLUSIONS

- The Twin Rivers Unified School District Board of Education must be held accountable for problems within their Police Department and the effects of the Police Department's actions on the communities they serve.

- As their first order of business the Board should consider replacement of the Superintendent, Deputy Superintendent, the Associate Superintendent of Human Resources, and Assistant Superintendent of Facilities Services. It is imperative that the Board do an extensive assessment of the above stated Twin Rivers Unified School District employees, to determine if they have the integrity, knowledge, experience, and skills to continue in their positions.

- The Twin Rivers Unified School District Police Department must adhere to their mission statement that reads: "Inspire each student to extraordinary achievement every day by ensuring a safe and secure environment for all students, staff and community."
 - Focus on positive community relations
 - Build strong relationships with local law enforcement agencies
 - Provide current information and clear written guidance to all Twin Rivers Police Department staff

TWIN RIVERS UNIFIED SCHOOL DISTRICT ADMINISTRATION

During our investigation of the Twin Rivers Police Department the Grand Jury determined that the Twin Rivers Unified School District needs a total review of the administration and operations. The handling of the Twin Rivers Police Department documented above provides evidence for our statement.

As a result of our inquiry the Grand Jury concludes that members of the Twin Rivers Unified School District, individually or collectively, have:

- Actively destroyed the careers of individuals who reported unlawful acts and who disagreed with them
- Violated the rights of employees and peace officers
- Abused their fiduciary responsibilities
- Showed favoritism in issuing large contracts
- Talked of taking kick backs
- Misled the public with erroneous information
- Authorized illegal background checks of students
- Acted unprofessionally
- Violated POBR and the Skelly hearing process

It is imperative that there be an extensive assessment of top administrative positions. The Board must determine if these individuals have the integrity, knowledge, experience, and skills, for their position.

SUPERINTENDENT'S DINNER WITH THE CHIEF

These following events are based on testimony of the Twin Rivers Unified School District Superintendent, the Twin Rivers Police Department Chief of Police and the Chief's wife.

A dinner meeting for the Twin Rivers Unified School District Superintendent and the Twin Rivers Police Department Chief was set for 6:30 pm on November 7, 2011. When the Chief arrived at the restaurant, he was greeted by the Superintendent and a legal advisor for the Twin Rivers Unified School District. Shortly thereafter, the Chief's wife, a sworn Twin Rivers Police Department officer, joined the others at the table. Wine was ordered by the District Superintendent. The discussion centered on the Chief's position with the Twin Rivers Police Department. The discussion started with the great job the Chief had done with the department. His evaluations reflected the high marks he had received on his yearly evaluation form. Each evaluation had been followed by an increase in salary.

The Grand Jury reviewed his evaluations and, until the recent turmoil in the department, he had received outstanding evaluations. Both the Superintendent and Assistant Superintendent signed the evaluation reports. After each evaluation the Chief received pay increases, approved by the Board of Education.

The Superintendent brought up the subject of the Chief's tenure with the department. The Chief stated, in sworn testimony to the Grand Jury, that the Superintendent again commended him on the job that he had been doing for the District. However, with the events surrounding the Police Department that were unfolding at that time, the Superintendent was prepared to make three offers to the Chief for his immediate consideration. One of the aspects of the evening is the way the options were presented to the Chief. He was told that the Superintendent would have to have an answer to the proposal before the Chief and his wife left the restaurant. The Chief was told this was necessary to maintain the integrity of the Police Department. There were just too many problems within the department, and the Superintendent indicated with new leadership the department would be able to better serve the community, teachers, and students.

The Superintendent proposed to the Chief the following 3 options:

- Resign immediately from the Police Department.
- Take a demotion to Captain.
- Be terminated from the department.

All three of these options were on the table and discussed in the presence of the Chief's wife, also a sworn Twin Rivers police officer. The Chief stated that he was astonished to hear this proposal, and said that he would like to think about these options. In order to give the Chief time to consider the offer the Superintendent and the legal advisor for the District went to the bar. In testimony from the Associate Superintendent of Human Resources, the Grand Jury was told she was surprised about this turn of events and that this was not the proper setting to make such an offer. The Superintendent should have used his office to have this discussion. She further testified that she did not believe it should have been discussed with another police officer present, even though that officer was the Chief's wife.

After about 15 minutes, the Superintendent and the legal advisor returned to the table and requested the Chief's decision. The Chief told them that he would not accept their proposal, and according to the Chief's and the officer's testimony, the Superintendent, who had been drinking at the bar, became visibly upset and even spilled his glass of wine on the legal advisor. The Chief and his wife left the restaurant. The Superintendent, under oath, stated that he paid the bill for the evening using his personal credit card and did not use the District credit card.

The next day, the Chief was summoned to the office of the Associate Superintendent of Human Resources and informed that he was being placed on paid administrative leave effective immediately. The Chief did not receive a written notice as to why he had been put on leave, but was told that the order was from the Superintendent.

When the Grand Jury questioned the Associate Superintendent of Human Resources about the POBR, which delineates the proper process in which an officer is taken off duty, she said she was unaware of this process. She also testified that when the Chief was put on leave, he retained the keys to his office, his weapons, cell phone, police identification card, badge, and all other material associated with his job. It was 10 days later that a formal letter was presented to the Chief and the police items listed were turned over to the Human Resources Department.

During Grand Jury hearings seeking information as to why the Chief had been placed on administrative leave, the Chief and his wife testified that the charges against the Chief had never been discussed.

Another example of the lack of knowledge of process exemplified by the Associate Superintendent was the confusion regarding the Chief's wife, a Detective on the Twin Rivers Police Department. The Grand Jury was informed she had been out on medical leave. Then we were told that she was on paid leave, but she said "she was not being paid." When retired officers from outside the Police Department were brought in to take over the vacated positions, the Grand Jury became more confused about the position of the Chief's wife and why she is on paid - or unpaid - leave. The answers by the Associate Superintendent were unclear. There was nothing in her response as being logical or conforming to any type of a formal policy.

THE HIGH SCHOOL VICE PRINCIPAL

The Vice Principal testified to the Grand Jury that he was demoted because he reported he was victim of a sexual assault at the hands of a former Principal, a friend of the Superintendent.

On December 11, 2009, six months after the Vice Principal agreed to an out-of-court settlement for the sexual assault, the Twin Rivers Superintendent had his Senior Special Assistant call the High School Vice Principal to his office for an appointment. When the Vice Principal inquired why he was being summoned to the Superintendent's office, the Assistant reportedly replied: "I would be worried too if my boss called me into his office."

The Vice Principal decided to take a notepad to the meeting. The Grand Jury viewed the Vice Principal's notes taken during the meeting with the Superintendent. The following statements attributed to the Superintendent are based on testimony of the Vice Principal.

What appeared to be a defense of the new principal, the Superintendent informed the Vice Principal that "being a new Principal could be challenging," referring to the high school's new Principal. He also stated, if the Community Forum on School Closures (that was held two days earlier on 12/9/2009) was any indication, he wasn't certain that the school's new Principal was

going to be capable of getting his feet underneath him and might have to be replaced at the end of the year.

During the meeting the Superintendent told the Vice Principal “I have people that have my back, and I don’t trust you.” The Superintendent also said, “A person I trust told me that you were encouraging parents to speak out against the District at the forum.” The Superintendent shared “that he was aware of what the Highlands community once was and what it had evolved into.” The Vice Principal shared with the Grand Jury that when he asked the Superintendent who the alleged “trusted person” was, the Superintendent refused to respond.

The Vice Principal asked the Superintendent to look at the video of the community forum recorded by the camera located in the school’s cafeteria. The Superintendent responded, “There are no video cameras in the school’s cafeteria.” Through other witnesses’ testimony, the Grand Jury learned there is a camera in the school’s cafeteria. The camera recorded the events of that evening. From the Vice Principal’s testimony, the recorded events contradict the accusations made by the Superintendent.

The video shows he didn’t enter the cafeteria where the forum was being held until the second and final hour of the forum. The Vice Principal is witnessed briefly standing and talking to a woman and a small child, then stands against a wall with the school’s Principal for the remainder of the forum.

The Superintendent asked the soon-to-be demoted Vice Principal if “he knew what a bootstrap community was?” The Superintendent told the Vice Principal that “many families in the attendance area are now from places like Oakland and Los Angeles and haven’t taken advantage of some of the opportunities they have been given and have to pull themselves up by the bootstraps.” The Vice Principal interpreted this statement as a “clear reference to minorities.” The Superintendent then stated: “I have a plan to revamp the community and I don’t think you’re on board.”

The Superintendent demanded that the Vice Principal give him the names of specific community members and teachers that “spoke out against the District and whose comments ended up on the 11:00 news.” The Superintendent then “slipped up” in the words of the Vice Principal and stated: “I believe her name is ----- and she teaches math at your school.” What was even more troubling according to the Vice Principal was the Superintendent’s next question: “How much seniority does she [the teacher] have?”

The Grand Jury learned that the Superintendent ended his session in the following manner: The Superintendent told the Vice Principal, “I think you should know something. When the Districts merged I received a phone call from a friend who believed he had some valuable skills and wanted to be a part of the District again, but before that could happen I had to do some research. When I concluded my research I determined that because of the litigation you propagated [against my friend] that couldn’t happen.”

The Grand Jury heard and reviewed an overwhelming amount of evidence including internal emails, video, and sworn testimony that clearly implicated the Superintendent and the Associate Superintendent of Human Resources in a plan to demote the high school Vice Principal. On June 25, 2010, three months after the March 15th deadline had passed, the Vice Principal's wife was first notified by Human Resources that he was being demoted to the position of "Adult School Administrator on Special Assignment," an obvious violation of "Education Code 44951" that states:

Unless a certificated employee holding a position requiring an administrative or supervisory credential is sent written notice deposited in the United States registered mail with postage prepaid and addressed to his or her last known address by March 15 that he or she may be released from his or her position for the following school year, or unless the signature of the employee is obtained by March 15 on the written notice that he or she may be released from his or her position for the following year, he or she shall be continued in the position.

The Grand Jury viewed an internal correspondence from the Associate Superintendent of Human Resources regarding the Vice Principal that stated, "We could say it [the demotion] was due to budget cuts."

The Associate Superintendent of Human Resources attempted to change the title of the Vice Principal's contract from "Administrator on Special Assignment" to "High School Vice Principal, Adult School" and blamed the confusion "due to a clerical error." There's only one problem with this action: The employee was a high school Vice Principal, and high schools are designated as secondary schools. Adult Education schools are designated as Post-Secondary Schools.

The Associate Superintendent of Human Resources signed a document, viewed by the Grand Jury, thanking the Vice Principal for interviewing for one of the vacant Vice Principal positions the District was advertising while they were simultaneously demoting him for a second straight year. However, the Vice Principal told the Grand Jury he was never granted an interview for any of the Vice Principal vacancies that the District was offering. It was his testimony that candidates with no previous experience in school administration were given Vice Principal positions.

DIRECTOR OF FACILITIES, PLANNING, AND CONSTRUCTION

The Grand Jury also heard testimony from the Director of Facilities, Planning, and Construction, who formally complained that he has been targeted for retaliation. The Facilities Director was a whistleblower reported financial irregularities and illegal activities within Twin Rivers. Over several months, the Facilities Director became aware of the misappropriation of school District funds and an improper relationship between the Assistant Superintendent of Facilities Services

and outside consultants. After reporting numerous questionable activities on June 15, 2011, he was placed on paid leave. He was told that “he was being placed on leave for his own protection.”

The Grand Jury also learned that before the Director of Facilities, Planning, and Construction was placed on leave he was questioned about his Grand Jury appearance by his immediate supervisor and Legal Counsel for the District. The Director of Facilities, Planning and Construction testified he was compelled to participate in a “coaching session,” by the Deputy Superintendent of Educational Services and the Assistant Superintendent of Facilities in preparation for his testimony in front of the Grand Jury.

At the time of this report the Facilities Director has remained on paid administrative leave of absence for nearly one year. In fact, the Director went more than 334 days without being made aware of any charges against him. Additionally, the school District failed to accommodate his requests for information regarding his alleged investigation and he has been directed not to enter school grounds, or to contact District vendors or personnel, including family members and close friends. When the Facilities Director filed a formal administrative complaint through the District’s Legal Counsel, they refused to provide information about the reason for his leave of absence and threatened to take the Director of Facilities’ Counsel to the State Bar.

ASSISTANT SUPERINTENDENT OF FACILITIES SERVICES

The Grand Jury received testimony and learned of the unauthorized and noncompliant modifications made to a parking lot at the Smythe Academy School in 2008, followed by the death of a young student in November, 2009. Prior to the 2008 unification, the North Sacramento School District designed and engineered improvements to the parking lot at Smythe Academy. The construction work occurred in the summer of 2008 under the direction of the Assistant Superintendent of Facilities. The approved plans showed vehicle ingress and egress at City of Sacramento approved driveway curb cuts along Northgate Boulevard. During the fall of 2008, the Twin Rivers Maintenance Department made alterations that allowed the egress of vehicles at the southern end of the parking lot at a location without an approved driveway. Approximately one year later, while exiting the parking lot on the unapproved driveway, a vehicle struck and killed a student. No investigations were initiated by the Superintendent or the Deputy Superintendent.

The Assistant Superintendent of Facilities made a habit, according to sworn testimony, of accepting favors and preferential treatment from outside vendors. Since he joined the Facilities Department the Assistant Superintendent of Facilities commented to many people that he and his family have enjoyed the use of a lead facility consultant’s North Tahoe home. District accounting records indicate a total in excess of \$700,000 was paid to the lead consultant from 7/1/2008 through 5/4/2011. Approximately 53% of this sum was paid through the business

office from the general fund with no transparency to the public. These contract assignments were not put out for bid to the general public as required by labor law. The Assistant Superintendent of Facilities ordered a small building from a manufacturing company, without soliciting or receiving bids from approved vendors.

The Grand Jury heard testimony from a detective who investigated the theft of building material from the schools by maintenance department employees. He recalled that these employees were paid \$17,037 by the salvage company for the stolen items. He said the maintenance department employees had an unofficial salvage fund established for lunches and other items. The employees were arrested. The Grand Jury has since learned that one of the employees was rehired.

The Superintendent and the Assistant Superintendent were, in the words of witnesses interviewed, “very excited” about entering into an agreement with a company called Go Green. Ostensibly a sustainable, self-generating power initiative, the initiative was introduced in 2009 and again on August 17, 2010. The Assistant Superintendent of Facilities obtained a Board approved Memo of Understanding (MOU) between Twin Rivers and Go Green Consultants, LLC. This was a no bid agreement in violation of California Public Contract Code.

According to the Director of Facilities, Planning and Construction and to witnesses interviewed by the Grand Jury, Go Green would have compensated the Assistant Superintendent of Facilities a 2% commission if Twin Rivers Unified School District committed to a 20 year, \$20 million energy supply agreement. The agreement would have established a preliminary set of deliverables to include energy conservation measures, and provided for the adoption of the energy supply agreement. The MOU was to be a no-cost initiative; however, if the District chose not to go forward with the energy supply agreement, a fee of up to \$60,000 would be owed to Go Green.

Go Green was eventually paid \$60,000 and no services were rendered. Had the agreement gone through as planned, the Assistant Superintendent of Facilities would have been paid “kickbacks” of roughly \$400,000, a clear violation of the law. The Assistant Superintendent of Facilities told the Grand Jury that “this wasn’t an example of a kickback, as he stated he was just kidding about the 2%.” However, we have five people who corroborated in sworn testimony that he bragged about receiving a 2% “kickback.”

The Twin Rivers Board of Education stopped the East Natomas Education Complex (ENEC) project in 2008. The Grand Jury was surprised to learn a new contract, which did not go out for competitive bid, had been awarded in the amount of \$546,000 to a construction company. Work has started again at the project site.

When the Superintendent was questioned about the hiring of someone from Southern California to draw new plans for the area, he told us this was correct, but did not go into detail. However, the Grand Jury received information that the individual was a friend of the Assistant

Superintendent of Facilities and Superintendent. The Assistant Superintendent of Facilities urged the Board and the Superintendent to retain his friend's services.

THE TWIN RIVERS SERGEANT

A former Twin Rivers Police Department Sergeant testified that he was coerced into resigning after conducting an Internal Affairs investigation of the Twin Rivers Police Chief's wife. The Chief's wife also served as a member of the Police Department.

A superior officer of the Twin Rivers Police Department instructed the Sergeant to conduct an Internal Affairs investigation in which the Chief's wife and a fellow Twin Rivers Police Department officer were implicated in wrongdoing, including the possession of two unregistered handguns. With the investigation still incomplete, the Chief and his Lieutenant mandated that the Sergeant take an extension of his probationary period beyond one year. Education Code section 45113 and Board Policy 4216 states classified employees shall serve a probationary period not to extend one year.

According to the Sergeant's testimony, a few months later in July, 2009, he was asked to resign and told if he did it immediately, he would get 90 days' severance pay. He talked to his lawyer who counseled him to resign. After he thought about it, he went back to the Department of Human Resources. There he saw his letter of resignation had already been filled out and it said that he was resigning for "personal reasons." The next day he went to the Department of Finances where he was told there was no severance pay for public employees. He complained to the Superintendent, Deputy Superintendent, Associate Superintendent of Human Resources and the Director of Classified Personnel, but got no response, as of the date of his testimony. He was told by legal counsel for the District, as late as May 7, 2010, that "...he never asserted that he had completed all the elements of his probation." The Grand Jury couldn't find any of these so-called "elements" that District's Legal Counsel alluded to in their letter to the Sergeant.

THE DISTRICT SPOKESPERSON

The Communications Director, who is the District spokesperson or PIO, has made erroneous public statements on several occasions when reporting to the community and the media on Twin Rivers Unified School District related matters.

On Saturday, April 28, 2012, KCRA 3 reported: "The co-location of Adult Education and Middle School students prompted concern among parents, who worried about the potential for sex offenders in the adult school population." The District Spokesperson replied: "We were able to confirm that there were no sex offenders. I do not know what type of check was performed in order to confirm that."

The Grand Jury heard from witnesses who testified that on April 28, 2012, when the PIO made the statement to KCRA, saying there were no sex offenders on the Middle School campus, there were, in fact, sex offenders there. They had been co-located to the Middle School campus with Middle School students. Background checks had been run on all these Adult Education students attending there without their permission.

Two weeks earlier, on April 11, 2012, the District spokesperson told KCRA 3: “Administrators do perform background checks, but only on adult students.” She further stated, “Such checks are legal and routine.” The Grand Jury learned from a spokesman for the California Attorney General's office that state law permits school Administrators to perform background checks only on people who belong to one of three categories: certificated employees, classified employees, and volunteers.

Upon review of the “background checks” the Spokesperson alluded to in her prior interview of April 11, 2012, when she admitted Administrators do run background checks on adult students, further demonstrated her lack of knowledge because she should have known student background checks are illegal. She contradicted her statement made on April 28, 2012. Sex offenders were co-located with the Middle School students prior to that date, and she said that had not happened. She had not confirmed if sex offenders had been placed on the Middle School campus or if she knew background checks had been run.

On April 7, 2010, the District spokesperson told KCRA 3 in response to two Twin Rivers Unified School District campuses being closed down, “The closure and restructuring decisions came after extensive input from the community.” After the Grand Jury spoke with District employees, it became apparent that the decision on what schools to close came long before (months, in some instances) “extensive input from the community” was ever given. In fact, one Administrator shared with us how the Executive Director of the Highland’s Neighborhood Network inadvertently stated: “The Superintendent has already decided what schools are closing anyway,” as one group of school Administrators met to discuss the issue.

In the December of 2010 Twin Rivers Unified School District’s “FACT or FICTION” portion of their website a question was posted:

“Is it true that the relocation of Harmon Johnson Elementary to Las Palmas and moving the Adult Program from Las Palmas to another site is costing the District millions of dollars?”

The Twin Rivers response posted in December of 2010 reads:

“The District is currently in negotiations with Pacific Gas and Electric to have them pay for the relocation of Harmon Johnson. In addition, the District filed paperwork with the Office of Public School Construction (OPSC) to assist with the cost of the emergency move. Any immediate expenses will be paid for with bond money - there will not be any impact on the District's General Funds.”

As the Director of Facilities Planning and Construction, alleged in the 19 page document he presented to the Board of Education in March, 2012, the “FACT or FICTION” as of 12/10/2010 indicates that PG&E asserted there was no negotiation to compensate the District for the cost of the Harmon Johnson relocation. In fact, no paperwork had been filed with the Office of Public Schools Construction. The Grand Jury learned that the District Spokesperson was directly responsible for the information that is disseminated on the schools “Fact or Fiction” portion of the District’s website.

Finding F.1

The District’s Spokesperson presented inaccurate and misleading facts concerning Twin Rivers Unified School District to the public and media.

Recommendation R.1

The Twin Rivers Unified School District should utilize a more qualified PIO who checks the facts and reports the truth.

THE BUS DRIVER

The Grand Jury viewed a written reprimand received by a Twin Rivers Unified School District bus driver. The reprimand allegedly accused the driver of encouraging other bus drivers to “come on, stand up, let’s do an uprising.” It was suggested by the Director of Classified Personnel that the bus driver attend the Employee Assistance Program (EAP). This program provides services designed to help employees, managers, and organizations meet life challenges and remain healthy, engaged, and productive. EAP can provide short-term counseling to employees having issues that impact their ability to work.

A portion of the bus driver’s reprimand states: “Failure to follow these directives will result in further disciplinary action up to and including dismissal.”

The Director of Classified Personnel also gave the Bus Driver an “Authorization to Release Client Information Form.” Essentially, this form states what information can be released by EAP regarding an employee, including “whether or not an employee attended proscribed counseling, and whether the employee complied with the EAP treatment plan.” Participation in EAP is voluntary.

Finding 1.1

The Director of Classified Personnel issued a reprimand which strongly suggested an employee attend EAP, a strictly voluntary program. The reprimand stated: “Failure to follow these directives will result in further disciplinary action up to and including dismissal.”

STUDENT SERVICES

The Attorney General's office said state law does not allow student background checks. The Grand Jury received documentation that potentially implicates the Student Services Department of the Twin Rivers Unified School District for running over five hundred criminal checks on students. It appears as though these checks were run through CLETS, the California Law Enforcement Telecommunications System and NCIC, a computerized FBI index of criminal justice information (i.e., criminal record history information, fugitives, stolen properties, missing persons). It is available to Federal, State and local law enforcement and other criminal justice agencies. According to witness testimony, it was common practice for the Director and Coordinators of Student Services to direct certain members of Twin Rivers Police Department to conduct criminal background checks on students as young as twelve years of age.

The Grand jury learned that the Director of Student Services ordered a Student Services Technician to turn over a "Probation Notification List" that detailed a student's criminal record over a one year period to a consultant. The Technician told the Director that we're not supposed to have that information. The Director ordered the Technician to "give him everything he wanted." When the Technician asked if that included the Probationary Notification List, the Director said "yes."

This civil Grand Jury has turned the above information over to the local authorities for criminal investigation.

Findings F.1

It appears to be common practice for the Director of Student Services to order illegal background checks on students.

Recommendation R.1

Twin Rivers Unified School District, including the Twin Rivers Police Department, must not perform background checks on students without following the law.

THE DISAPPEARING COMPUTERS AND SERVER

The Grand Jury learned that the District's legal counsel had taken the Chief's computer as well as the District's server, from their respective locations. According to the witnesses, the Chief's computer ended up in the trunk of a car of an employee for the District's legal counsel. It appears as though the same individual took the District's server at another time. This was done despite subpoenas issued in October and November of 2011 that ordered emails, documents and voice mails pertaining to the Superintendent, Deputy Superintendent, Associate Superintendent

of Human Resources, and the Chief of Police, be produced. No evidence was to be tampered with or destroyed.

We interviewed numerous witnesses that confided to the Grand Jury that they were aware that the Personal Assistant to the Chief was directed to listen to, transcribe, and delete the voicemails and emails of the first Twin Rivers Chief of Police, subsequent Chief, and a former Sergeant. The Superintendent's Senior Special Assistant gave this order to the Chief's Personal Assistant. The Chief's Personal Assistant denied getting this request. However, it was confirmed by 3 other employees at the District. Knowing this action would prevent anyone from accessing the information in the future, District officials ordered the voicemails and emails deleted.

CONCLUSION

The top administrators of the Twin Rivers Unified School District, individually or collectively, have:

- Actively destroyed the careers of individuals who reported unlawful acts and who disagreed with them.
- Violated the rights of employees and peace officers.
- Abused their fiduciary responsibilities.
- Showed favoritism in issuing large contracts.
- Talked of taking kickbacks.
- Misled the public with erroneous information.
- Authorized illegal background checks of students.
- Acted unprofessionally.
- Violated POBR and the Skelly hearing process.

Final Recommendation

It is imperative that there be an extensive assessment of top administrators. The Board must determine if top administrators have the integrity, knowledge, experience, and skills for their positions.

The Chain of Command

Adopted by the

Twin Rivers Unified School District

Board of Education for the Police Department

Superintendent

Deputy Superintendent

Chief of Police

Administrative Assistant Public Information Officer

Administrative Officer

Sergeant Sergeant

A Shift Day and Night School Resource Officers B Shift Day and Night

Reserve Police Officers K-9 Unit

Communication Center Traffic Unit

Technical Services Youth Services

Property and Evidence Investigations

Vehicle Fleet Management Training

Note: Some personnel are assigned various duties and multiple areas of responsibility.

The California Constitution

Article 1 Declaration of Rights

Section 28 (f) (1) “Right to Safe Schools.

All students and staff of public primary, elementary, junior high, and senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.”

California Government Code 811.2

811.2. "Public entity" includes the state, the Regents of the University of California, the Trustees of the California State University and the California State University, a county, city, District, public authority, public agency, and any other political subdivision or public corporation in the State.

California Education Code 38000

38000. (a) The governing Board of any school District may establish a security department under the supervision of a chief of security or a Police Department under the supervision of a chief of police, as designated by, and under the direction of, the Superintendent of the school District. In accordance with Chapter 5 (commencing with Section 45100) of Part 25, the governing Board may employ personnel to ensure the safety of school District personnel and pupils and the security of the real and personal property of the school District. In addition, schools District may assign a school police reserve officer who is deputized pursuant to Section 35021.5 to a school site to supplemental the duties of school police personnel pursuant to this section. It is the intention of the Legislature in enacting this section that a school District police or security department is supplemental to city and county law enforcement agencies and is not vested with general police powers.

(b) The governing Board of a school District that establishes a security department or a Police Department shall set minimum qualifications of employment for the chief of security or chief of police, respectively, including, but not limited to, prior employment as a peace officer or completion of any peace officer training course approved by the Commission on Peace Officer Standards and Training. A chief of security or chief of police shall comply with the prior employment or training requirement set forth in this subdivision as of January 1, 1993, or a date one year subsequent to the initial employment of the chief of security or chief of police by the school District, whichever occurs later. This subdivision shall not be construed to require the employment by a school District of any additional personnel.

California Penal Code 830.32

Applicable parts of PC 830.32 define a School Police Officer as: (b) Persons employed as members of a Police Department of a school District pursuant to Section 38000 of the Education Code, if the primary duty of the police officer is the enforcement of the law as prescribed in Section 38000 of the Education Code. (c) Any peace officer employed by K -12 public school Districts or California Community College District who has completed training as prescribed by subdivision (f) of Section 832.3 shall be designated a school police officer.

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

Response Requirements

Penal Code sections 933 and 933.05 required that specific responses to indicated findings and recommendations contained in this report be submitted to the Presiding Judge of the Sacramento County Superior Court by September 28, 2012 from:

Sacramento County Office of Education

The Twin Rivers Unified School District Board of Education

The Twin Rivers Unified School District Superintendent

The Twin Rivers Unified School District Chief of Police

Mail or hand-deliver a hard copy of the response to:

Hon. Laurie Earl, Presiding Judge

Sacramento County Superior Court

720 9th Street, Department 47

Sacramento, CA 96814

In addition, email the response to Rebecca Castaneda, Grand Jury Coordinator, at:

castanb@saccourt.com