# RESPONSES TO THE 2008-2009 GRAND JURY REPORT



# Marysville Joint Unified School District

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AUG 1 0 2009

August 4, 2009

Honorable Julia L. Scrogin, Presiding Judge Yuba County Superior Court 215 Fifth Street, Suite 200 Marysville, CA 95901

RE: Response of the Board of Trustees of the Marysville Joint Unified School District to the Final Report of the Yuba County Grand Jury 2008-2009 (pages 3-7)

The Honorable Julia L. Scrogin:

Pursuant to California Penal Code sections 933 and 933.05, the Governing Board ("Board") of the Marysville Joint Unified School District ("District") hereby submits its formal response to the 2008-2009 Grand Jury Final Report ("Report") on the District's procedures on lease-leaseback construction projects. While the Board honors and respects the important role of the Yuba County Grand Jury, we respectfully disagree with the Grand Jury's findings concerning the District's alleged unfairness in its use of the lease-leaseback procedure, as discussed below.

I. INTRODUCTION

The Board's primary responsibility is to act in the best interests of every student in the District. The Board also has major commitments to parents/guardians, all members of the community, employees, the State of California, laws pertaining to public education, and established policies of the District. To maximize Board effectiveness and public confidence in District governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

With those principles in mind, the Board sets forth its required responses to the Findings and Recommendations of the 2008-2009 Grand Jury Final Report as follows:

II. REQUIRED RESPONSES TO FINDINGS AND RECOMMENDATIONS

- Finding 1: "The select list of contractors employed by MJUSD for its lease-leaseback contracting is a closed pool of contractors with little or no competition. This has resulted in a closed and exclusive list of contractors, subject to favoritism or abuse, noted by the large percentage of contract dollars awarded to two general contractors with previous relationships to personnel in the Facilities Department."
  - Response to Finding 1: Defer to District Administration in Part; Disagree in Part
    - While the Board defers comment on the first sentence of Finding 1 to the District Administration's Response, the Board notes that the District does not "employ" contractors; rather, the District contracts with the contractors who are selected at the completion of an extensive and detailed selection process.

- The Board again defers response to the second sentence of Finding 1 to the District Administration. Again, however, the Board notes that while the Grand Jury Report is not clear on the definition of "favoritism or abuse," the policies and procedures currently in place and in force in the District (see discussion in Response to Recommendation 1, below) protect against unlawful favoritism and/or abuse in the selection process.
- The Grand Jury presents no evidence of, and the Board fails to see, how having long-standing professional working relationships with reliable, cost-efficient and trustworthy contractors with whom the District contracts due to those desirable attributes rises to the level of unlawful favoritism and/or abuse. There is no prohibition in the Education Code against utilizing contractors more than once. Indeed, if a contractor has proven itself, the District would be remiss if it failed to use the contractor again in the appropriate circumstances and on the right project.
- **B.** Recommendation 1: "The MJUSD needs to establish an open and public list of contractors for lease-leaseback contracting or return to the low-bid process to ensure fairness in the awarding of contracts."

#### Response to Recommendation 1: Already Implemented

As was disclosed to members of the Grand Jury on more than one occasion during the Grand Jury's investigation into this matter, the District's list of general contractors for lease-leaseback contracting is and has always been an "open and public" list.

Prior to developing its list of general contractors for the current round of projects, District administration conducted an extensive review and selection process which began with a pool of over one hundred (100) general contractors from Yuba and Sutter counties and surrounding areas. That process has been completed, and the Board is confident that the District has examined all viable options and settled on a select, premier and cost-effective list of general contractors.

That process followed the District's detailed lease-leaseback selection process which is discussed in detail in the District's Administrative Response to the Report.

Further, the Grand Jury ignored the information that the District provided on how the current list was developed.

The definition of "fairness" is not clear from the Report; however, the Board maintains strict adherence to the common law, statutory law, and District policy concerning conflicts of interest and unlawful favoritism/discrimination, and it expects the same from every one of its administrators and employees. To make its expectations clear, the Board has adopted Board Bylaw 9270¹ and Board Policy 4112.8 which clearly outline the law and District policy on conflicts of interest. Additionally, Board members, District administrators, and all employees are expected to hold themselves to the "highest standards of ethical conduct and professionalism." [Board Bylaw 9005 and Board Polices 2111 and 4119.21].² The Board has also adopted very clear policies on unlawful discrimination [e.g. Board Policy 0410].

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<sup>&</sup>lt;sup>1</sup> See discussion in Response to Finding 3 for a more detailed examination of Board Bylaw 9270.

<sup>&</sup>lt;sup>2</sup> Board Bylaws, Policies and Administrative Regulations are regularly updated and are available on-line at: http://www.mjusd.com/board/policies.html.

Simply put, the Report presents absolutely no evidence showing that the Board has acted in an "unfair" or unlawful manner.

**C.** Finding 2: "The Facilities Department has no established criteria for the hiring of local subcontractors to enable the bond money to stay within the community and there are no established procedures for adding new contractors on a regular basis to ensure securing 'best value' for taxpayers."

#### • Response to Finding 2: Disagree

• The Board disagrees with the Grand Jury's finding that there are no established criteria for the hiring of local subcontractors.

With regards to the hiring of subcontractors, the Board has specifically instructed District administration to:

- (1) Advertise and solicit local subcontractors; and
- (2) Contract for construction and modernization in the most costeffective manner.

Those two directives have been codified in District policy and procedure on lease-leaseback, which were provided on more than one occasion to the Schools Committee and the Foreman of the Grand Jury. Implementation of the Board's directives has resulted in the best value for the taxpayer. Included in the selection process is an analysis of relative value received for securing the best performance. The Board has determined, within the authority granted to it under Education Code section 35160, this is what is in the best interest of the District and its students.

Indeed, the lease-leaseback process presents greater opportunity for local contractors (both general contractors and subcontractors). First, unlike the "low-bid" process, under lease-leaseback the District has the ability to *choose* subcontractors. In "low-bid," a general contractor submits a list of subcontractors (pursuant to the "Subcontractor Listing Law"), and except for in narrow circumstances, the District must use those subcontractors.

In lease-leaseback, however, the District has more control over who the subcontractors are, and in fact, has included an affirmative obligation in the lease-leaseback selection process to encourage the use of local subcontractors. Also, in "low-bid," the large contractors will frequently be awarded a contract due to economy of scale. Lease-leaseback, however, expands the field, as price is *not* the *sole* factor in the selection of a contractor.

• The Governing Board also disagrees with the Grand Jury's finding that the District has no established procedure for adding new contractors. The Report is unclear as to what the definition of "contractor" means in the context of Finding 2; however, as discussed above, the District has an extensive and detailed procedure for the selection of general contractors. With regards to subcontractors, they are selected on a project-by-project basis in accordance with the general and established procedures discussed above.

- In addition, utilization of local subcontractors is desirable, and the District in fact affirmatively seeks out local subcontractors. It is the District's duty to build quality facilities and to do so in the most efficient and cost-effective manner. While utilization of local subcontractors is certainly a positive, the Grand Jury entirely misses the point and purpose of the District's lease-leaseback process.
- **D.** Recommendation 2: "The MJUSD Board should establish goals to utilize a minimum percentage of local subcontractors in lease-leaseback projects in order to put the bond money voted by Yuba County residents back into Yuba County. They establish a procedure to update and add new contractors to the established list. [sic]"

#### • Response to Recommendation 2: Disagree in Part; Concur (Qualified) in Part

- As discussed in Response to Finding 2, the Board has determined that achievement of the best value for subcontractor services in lease-leaseback projects rests with the above-referenced two directives, which actually result in greater opportunity for local subcontractors. Again, the District's policy of encouraging the use of local subcontractors, as detailed herein, as well as in the response by the District administration, has resulted in the use of local subcontractors on a regular basis. Some examples include:
  - (1) McCarley Electric, Yuba City.
  - (2) RB Spencer, Yuba City.
  - (3) Frank's Backhoe, Marysville.

Again, the Grand Jury must remember that the Board's responsibility and duty is to act in the best interest of the District and its students. Further, the Grand Jury completely ignores the fact that it was not "Yuba County residents" that voted on the District construction bond measures, but rather the residents of the District.

With that in mind, the Board recognizes the importance of stimulating the local economy when doing so is prudent. For the Board to mandate a minimum percentage of local subcontractors on lease-leaseback projects, however, would inevitably result in a situation where the District would be *required* to award a contract to a local subcontractor even though they are not the best for job and/or are quoting an astronomical price.

In such a circumstance, the Board would be putting the interests of local subcontractors above the interests of the District, its students, its taxpayers, and would be in violation of its fiduciary duty. The Board obviously cannot sanction a policy that would lead to such a result.

- With regards to the second sentence of Recommendation 2, it is not clear what the Grand Jury Report is attempting to convey; however, to the extent it is recommending a procedure for adding contractors to the District's list of approved general contractors for lease-leaseback projects, the Board concurs that such a procedure is necessary; however, as discussed in Response to Recommendation 1 and Response to Finding 2 above, an open, extensive, and detailed selection process is already in place.
- **E.** Finding 3: "The MJUSD needs to establish a method to ensure the ethics laws of California are being adhered to in the contracting of services. The staff at MJUSD is not provided ethics training at this time."

## Response to Finding 3: Concur in Part; Disagree in Part; Defer to District Administration in Part

While the Board concurs that the District needs a method to ensure that
ethics are of critical importance and that ethics laws are followed, the
Board disagrees that it must establish such a method, as the District
currently has adequate policies and procedures in place.

It is not clear from the Grand Jury Report what is meant by "ethics laws of California;" however, to the extent the Grand Jury is referring to Government Code section 1090, the Political Reform Act (Government Code section 81000, et seq.) and/or Government Code section 1126, the Board has clearly defined the District's policy and procedure on those topics.

As provided above in Response to Recommendation 1, the Board has adopted Board Bylaw 9270 and Board Policy 4112.8 which clearly provide the law and District policy on conflicts of interest and potential conflicts. Board Bylaw 9270 sets forth a comprehensive policy regarding conflicts of interest, covering incompatible activities, prohibited financial interests, gifts, and honoraria. The Board Bylaw adopts the Fair Political Practices Commission model conflict of interest code and designates those positions that are subject to the code's disclosure requirements as well as level of disclosure.

Additionally, Board members, District administration, and all employees are expected to hold themselves to the "highest standards of ethical conduct and professionalism." [Board Bylaw 9005 and Board Polices 2111 and 4119.21].<sup>3</sup>

Finally, the Board points out that "ethics" are not the same thing as "conflict of interest." Conflict of interest is governed by Government Code section 1090, the Political Reform Act, Government Code section 1125, and concurrent case law. "Ethics," however, refers to acting in concurrence with the spirit and intent of the law, rather than simply its letter. The Board has acted not only ethically, but also without conflict, in its award of construction contracts.

- With regards to the second sentence of Finding 3, the Board defers to District administration for a response.
- **F.** Recommendation 3: "Establish a requirement for all officials and all individuals required to purchase, contract, or make decisions for the school district, to have ethics training every two years as recommended in Senate Bill 106."

#### • Response to Recommendation 3: Disagree

The Board disagrees with the recommendation that it require every Board member and employee who makes decisions for the District to have ethics training as recommended in Senate Bill 106.

<sup>&</sup>lt;sup>3</sup> The above-referenced Bylaws and Policies are specifically applicable to the contracting of services.

Senate Bill 106 proposes an act to amend Sections 53234 and 53235.1 of the Government Code, relating to local government. That Bill is currently in the beginning phases of the legislative process and is subject to amendments of varying degree over the coming months. By the time the Bill is passed or not passed, it could require a wholly different set of ethics training requirements. At this time, the Board finds it impractical to implement a training program in anticipation of compliance with a future prospective law in which the terms have not yet been settled. Should Senate Bill 106 become law applicable to public school districts, the District will do whatever is needed to comply with the law.

Currently, the District has long-standing and established ethical standards which are codified in, among others, Board Bylaw 9005, and Board Policies 2111 and 4119.21. Moreover, Board Bylaw 9230 requires each new Board member to be provided with an orientation at which, among other topics, ethics and conflicts of interest laws are discussed. The Board also encourages incoming and existing Board members to attend workshops and training to help them understand their responsibilities, stay abreast of new developments, and develop boardsmanship skills.

**G.** Finding 4: "There is minimal review of lease-leaseback contracts by the MJUSD Board. The Board is given a listed contractor on a project by the Facilities Department. The Board does not have the opportunity to review the full range of proposals to ensure equality, fairness, and oversight in awarding contracts paid by public funds."

#### • Response to Finding 4: Disagree

• The Board disagrees that there is minimal review of lease-leaseback contracts. Inasmuch as the Board makes decisions in complex areas, such as approval of lease-leaseback contracts, the Board depends on District administrative staff for advice and recommendations. To function properly, the Board must be able to delegate technical or specialized tasks to individuals with the expertise to perform them.

To satisfy its oversight responsibility and duty, the Board must attentively review the recommendations and advice provided, and to ask any questions and/or request any additional information that it deems necessary. In each and every instance, the Board has satisfied, and will continue to satisfy, that responsibility and duty.

The Board disagrees with the finding that it is "given a listed contractor on a project by the Facilities Department." The Facilities Department first conducts technical and specialized due diligence, and then presents its findings to the Assistant Superintendent responsible for the oversight of Business Services. If satisfied with the Facilities Department's presentation, the Assistant Superintendent then presents that information to the Superintendent. Once the Superintendent is satisfied with the presentation, the information is then presented to the Board.

That presentation includes a recommendation of a general contractor for the particular project and information on why that particular contractor was selected. Included in that presentation, by way of illustration and not limitation, are the estimated Guaranteed Maximum Price, project schedules, and a project description.

Upon receipt and review of the recommendation, the Board then determines whether to give its approval for the general contractor, vote the recommendation down, or send it back for more information. In sum, the Superintendent presents her recommendation and advice to the Board, and then it is the Board that gives its approval, if warranted, for a listed contractor.

• The Board disagrees with the finding that it does not have an opportunity to review the full range of proposals to ensure equality, fairness, and oversight in awarding contracts. While the Report is not clear on what is meant by "equality" and "fairness," the Board and the District adhere to a strict non-discrimination policy, and contracts are awarded in accordance with detailed and objective qualifications, as was discussed on more than one occasion with the Grand Jury's "Schools Committee."

What was also disclosed to the Grand Jury during its investigation was that Board members are given an agenda summary of the general contractor recommended for any particular project. The summary is provided to the Board no less than five (5) days<sup>4</sup> prior to the meeting at which the Board is slated to vote on the recommendation. Each individual Board member is then tasked with examining the material. After or during examination of the materials, if a Board member seeks additional information, he/she may request more information — and Board members regularly do just that — including a review of the raw materials and data used by the Facilities Department and Administrative staff in formulating their recommendation and advice.

If an individual Board member desires more time, they can convey that to the Board. To date, the Board has received no such request.

**H.** Recommendation 4: "The Board should formulate a procedure for the reviewing of proposals for lease-leaseback contracts including additional time to examine the compiled list from which to select the most qualified proposal."

#### • Response to Recommendation 4: Disagree

As discussed above in Response to Finding 4, the Board currently has a procedure in place for reviewing proposals for lease-leaseback contracts. The Board disagrees with the recommendation that additional time is necessary.

If the Board feels that its needs additional time to examine information provided or to gather additional information, the Board will delay its decision and/or request additional information. As discussed above, lack of time for review has not been an issue with this Board, and the Board is not persuaded (in the absence of a request by an actual Board member(s)) that additional time is necessary.

#### III. CONCLUSION

While the Board disagrees with many of the findings and recommendations in the Report, it concurs with much of the sentiment and is thankful that the District and the Board currently have policies and procedures in place and in force to protect against the concerns raised in the Report.

Sincerely,

Jeff Boom

President of the Board of Trustees

c: Dr. Gay Todd, Superintendent
Mark Allgire, Assistant Superintendent, Business Services
Joyce Brannin, Foreperson

<sup>&</sup>lt;sup>4</sup> Typically, Board members receive the summary packet on the Friday before the next Board meeting which generally occurs on a Tuesday.



## MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

GAY TODD, SUPERINTENDENT

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AUG 2 4 2009

H. STEPHEN KONISHI SUPERIOR COURT CLER

August 24, 2009

Honorable Julia L. Scrogin, Presiding Judge Yuba County Superior Court 215 Fifth Street, Suite 200 Marysville, CA 95901

RE: Response of the Administrative Staff of the Marysville Joint Unified School District to the Final Report of the Yuba County Grand Jury 2008-2009 (pages 3-7)

The Honorable Julia L. Scrogin:

Pursuant to California Penal Code sections 933 and 933.05, the Administrative Staff ("Administration" or "Staff") of the Marysville Joint Unified School District ("District") hereby submits its formal response to the 2008-2009 Grand Jury Final Report ("Report") on the District's procedures on lease-leaseback construction projects. This is a separate response supplemental to the Board of Trustees' response sent to you dated August 4, 2009. The Board's response is incorporated herein by reference.

#### I. <u>Introduction</u>

Lease-leaseback projects are constructed pursuant to the provisions set forth in Education Code section 17406, which provides as follows:

[T]he governing board of a school district, without advertising for bids, may let, for a minimum rental of one dollar (\$1) a year, to any person, firm, or corporation any real property that belongs to the district if the instrument by which such property is let requires the lessee therein to construct on the demised premises, or provide for the construction thereon of, a building or buildings for the use of the school district during the term thereof, and provides that title to that building shall vest in the school district at the expiration of that term. The instrument may provide for the means or methods by which that title shall vest in the school district prior to the expiration of that term, and shall contain such other terms and conditions as the governing board may deem to be in the best interest of the school district.

The lease-leaseback delivery method of construction has been recognized by the State Legislature as a proven method to deliver school facilities on time, on budget, and with a reduced level of public agency risk associated with design issues, delays, and cost overruns.

Use of the lease-leaseback project delivery method provides the following benefits, among others, which are not present in the traditional "low-bid" approach:

- 1. The contractor will have to set an outright cap on the project's cost (a "Guaranteed Maximum Price" or "GMP"), and time-consuming change orders are generally not allowed (although limited contingencies are set in place prior to project commencement). A GMP causes the contractor to minimize potential changes because they must construct the project for a negotiated amount.
- 2. Unlike low bid projects, where the District must accept the subcontractors chosen by the general contractor, the lease-leaseback method allows the District input into subcontractor selection, which creates greater potential for local trade contractor involvement. Indeed, the District's lease-leaseback procurement documents ("Lease Leaseback Guaranteed Maximum Price Submittal Procedures" see below and Attachment F) affirmatively state that interested contractors shall seek local subcontractor involvement.

- 3. Unlike low bid projects, the lease-leaseback method provides for transparency in the process and proposals. When a project is competitively bid, under the low-bid model, the District is not provided a breakdown of the contractor's profits, costs, overhead, contingencies, etc. The District does not know how the contractor arrived at its bid amount. Conversely, in lease-leaseback, the District requires the contractor to provide a detailed breakdown of all such items, and the terms and amounts are subject to negotiation.
- 4. Lease-leaseback involves the contractor at or near the inception of the project, so that they can provide input with respect to the design, plans, and specifications, resulting in a more efficient overall process. This process is not allowed in the low bid process.
- 5. The District, design professional, and contractor all have an interest in a project completed on time and on budget.
- 6. Contractors can be selected on the basis of their record of success, recommendations from previous clients, and financial stability.
- 7. Contractors not normally interested in participating in the low bid process may be willing to participate in lease-leaseback contracting. As one example, smaller general contractors who usually would hesitate to submit a bid for fear of being underbid by much larger general contractors may now "throw their hat in the ring."

One of the foremost benefits of the lease-leaseback process is the proven cost savings which result from the near elimination of change orders. The District has included information related to the noticeable difference in final cost between the lease-leaseback delivery method and the traditional low bid delivery method. "MJUSD Summary of Lease Leaseback Projects", (Attachment A), indicates a change percentage in lease-leaseback projects of 1.53%. By comparison "MJUSD Summary of Low Bid Projects", (Attachment B), indicates a change order percentage of 15.92%. This is a significant difference indicating the low bid delivery method can literally add millions of dollars of additional costs to District projects.

School districts across the State of California, large and small, have successfully and repeatedly used the lease-leaseback project delivery method. Within Northern California, the method has been used by at least 29 school districts, including local districts such as Yuba City Unified, Wheatland Elementary, and Plumas Elementary. The District has included a listing of these lease-leaseback participating districts, "List of Known Northern California School Districts Utilizing Lease Leaseback Delivery Method for Construction" as Attachment C.

To insure transparency in the lease-leaseback process, the District utilizes extensive written procedures, as set forth in the document entitled "Lease Leaseback Process and Procedures." (Attachment D). That document has three (3) attachments, including a matrix of approved general contractors. That document was previously provided to the Schools Committee of the Grand Jury during the course of its investigation.

With those concepts in mind, I have reviewed the findings and recommendations contained in the Report and offer the following responses:

#### II. REQUIRED RESPONSES TO FINDINGS AND RECOMMENDATIONS

**A.** Finding 1: "The select list of contractors employed by MJUSD for its lease-leaseback contracting is a closed pool of contractors with little or no competition. This has resulted in a closed and exclusive list of contractors, subject to favoritism or abuse, noted by the large percentage of contract dollars awarded to two general contractors with previous relationships to personnel in the Facilities Department."

#### Response to Finding 1: Disagree in Part; Concur in Part

• While I concur that the current list of general contractors is an exclusive list, I disagree with the finding that the list is "closed" with "little or no competition."

The District's current list of general contractors is comprised of fourteen (14) general contractors, which were selected at the conclusion of an extensive, detailed, and competitive selection process based on qualifications and experience in public school construction. The specific qualifications required to successfully perform and deliver public school construction projects make the District's list "exclusive", but not "closed."

The District's current list was compiled from a pool of over one hundred fourteen (114) general contractors. Many of the one hundred fourteen general contractors were found in the local phone book. Additionally, names of local contractors were acquired through the Valley Contractors Exchange of Yuba City. Utilizing both of those avenues, the District was able to gather as many general contractors from the local area as possible. The District's Facilities Department contacted companies from Marysville, Yuba City, and from Sacramento to Chico, and even a few more remote locations in an effort to ensure that the selection process was as competitive as possible.

Each general contractor was contacted and interviewed for competitive qualifications that evidenced experience, a stable financial background, and the capacity to successfully and efficiently deliver public school construction projects. In addition to the standard issuance of a Request for Qualifications ("RFQ"), over ninety percent (90%) of the one hundred fourteen general contractors were contacted personally via telephone.

At the outset, all of the one hundred fourteen general contractors were invited to meet and discuss possible construction opportunities through an informal process. Those contractors, if interested, were required to provide basic company history that included experience and qualifications specific to public school construction. Formal interviews were then conducted with company principals and other key employees that would be intimately involved with the construction projects (if they were selected). The Facilities Department also checked each contractor's references in order to verify experience.

Attachment E is the "Listing of Contractors Contacted Regarding MJUSD Lease Leaseback Projects." This is a complete listing of the one hundred fourteen contractors contacted by the District Facilities Department.

The current list consists of the general contractors that best proved their qualifications through the extensive and extremely competitive selection process which included a selection pool spanning over one thousand (1,000) square miles. While the District currently is not planning on issuing a supplemental Request for Proposals to solicit additional general contractors, the Facilities Department periodically receives requests from general contractors to be considered for District construction projects. Currently, general contractors soliciting work are advised that the District has no current plans to issue a supplemental Request for Proposals, but that if company information is provided, it will be kept on file and reviewed as future opportunities arise.

The Grand Jury Report presents no credible or relevant evidence to support its finding that the District's long-standing, professional working relationships with reliable, cost-efficient, and trustworthy contractors – with whom the District contracts due to those desirable attributes – rises to the level of unlawful favoritism and/or abuse. Indeed, if a contractor has proven itself, the District would be remiss if it failed to use the contractor again in the appropriate circumstances and on the right project.

To the extent that Finding 1 implies that contractors with previous relationships with District's staff should be excluded from participating

in the District's lease-leaseback program, I strongly disagree. The Facilities Department personnel, referred to in Finding 1, have extensive contacts in the facilities, construction, and related fields. In fact, one staff member has previously worked in multiple counties, including Sutter County. If the previous relationship exclusion standard, implicit in Finding 1, is practically applied, it would effectively eliminate a substantial portion of reliable, cost-efficient, and trustworthy local contractors from consideration. Finding 1 does nothing to clarify this unworkable scenario and provides no credible or relevant evidence as to why contractors with previous business relationships with District staff members should be excluded from the District's lease-leaseback program.

**B.** Recommendation 1: "The MJUSD needs to establish an open and public list of contractors for lease-leaseback contracting or return to the low-bid process to ensure fairness in the awarding of contracts."

#### ♦ Response to Recommendation 1: Already Implemented

As was disclosed to members of the Grand Jury on more than one occasion during the Grand Jury's investigation into this matter, and as is reiterated in the above Response to Finding 1, the District's list of general contractors for lease-leaseback contracting is, and has always been, an "open and public" list.

Prior to developing its list of general contractors for the current round of projects, the District Facilities Department conducted an extensive review and selection process which began with a pool of over one hundred fourteen (114) general contractors from Yuba and Sutter counties and surrounding areas. That extensive selection process has been completed, and the District is confident that it has examined all viable options and settled on a select, premier, and cost-effective list of general contractors for its current round of projects.

That selection process followed the District's detailed lease-leaseback selection procedure which is discussed above, and is outlined in the document "Lease Leaseback Guaranteed Maximum Price Submittal Procedures." (Attachment F). Despite that information having been provided to the Grand Jury during the course of its investigation, the Grand Jury Report failed to include any reference to its existence.

The definition of "fairness" is not clear from the Report; however, District employees and administrators are expected to, and do, maintain strict adherence to the common law, statutory law, and District policy concerning conflicts of interest and unlawful favoritism/discrimination. The District's expectations have been made clear and public. [Board Bylaw 9270, and Board Policy 4112.8 which clearly outline the law and District policy on conflicts of interest].¹ Additionally, District administrators and all employees are expected to hold themselves to the "highest standards of ethical conduct and professionalism." [Board Bylaw 9005; and Board Polices 2111 & 4119.21]. The Board has also adopted very clear policies on unlawful discrimination [e.g. Board Policy 0410].

The Report, however, presents absolutely no credible or relevant evidence showing that the District has acted in an "unfair" or unlawful manner. In fact, the District has taken extreme measures to ensure that during the selection process each contractor was given an opportunity to present its qualifications and experience. I find no credible reasoning behind the recommendation that returning to the "low-bid" process would ensure fairness that is not already in place and in force.

Board Bylaws, Policies and Administrative Regulations are regularly updated and are available on-line at: http://www.mjusd.com/board/policies.html.

**C.** Finding 2: "The Facilities Department has no established criteria for the hiring of local subcontractors to enable the bond money to stay within the community, and there are no established procedures for adding new contractors on a regular basis to ensure securing 'best value' for taxpayers."

#### ♦ Response to Finding 2: Wholly Disagree

Although the lease-leaseback delivery method is relatively new to the District, written policies and procedures are constantly evolving. The focus of the lease-leaseback policies and procedures is to deliver a safe, pleasant, healthy, and sustainable learning environment while achieving the most efficient use (i.e. best value) of taxpayer monies. With that in mind, the District has policies and procedures that specifically provide opportunities for local subcontractors.

The selection process for subcontractors differs from the selection process for general contractors in that subcontractors compete for the work in a manner similar to the low-bid process. In lease-leaseback, however, local subcontractors actually have a greater opportunity and the District has greater influence over their selection because unlike low-bid projects, the lease-leaseback method provides for transparency in the process and proposals. When a project is competitively bid (i.e. low-bid), the District is not provided a breakdown of the contractor's profits, costs, subcontractors, overhead, contingencies, etc. The District does not know how the contractor arrived at its bid amount. Conversely, in lease-leaseback, the District requires the contractor to provide a detailed breakdown of all such items, and the terms and amounts are subject to negotiation.

As stated above, the lease-leaseback delivery method gives the District the flexibility in selection of qualified subcontractors. Within that flexibility, the District has chosen a selection process that provides ample opportunity for local subcontracts while still focusing on competitive price quotes. That process includes the following elements:

- (1) The District recommends to the general contractor to solicit quotes from qualified subcontractors that have a proven record in public school construction; and
- (2) It requires that general contractors solicit quotes from any and all local subcontractors interested in quoting District-related construction projects; and
- (3) The general contractors are required to advertise locally for a period of two (2) weeks prior to receiving any quotes; and
- (4) The general contractor then selects the subcontractor with the lowest quote who also has the necessary track record in public school construction.

The District's current selection process ensures fair and competitive quotes on the work that needs to be subcontracted for on any particular lease-leaseback construction project.

Even in a situation where the general contractor has the capability to perform the work that would normally be subcontracted, the process accounts for fairness toward local subcontractors. In such a circumstance, the general contractor, as well as any subcontractors willing to quote on the work, must submit a sealed quote to the District's Facilities Department. It is the District that reviews the quotes for completeness with scope and selects the lowest complete quote.

Using the lease leaseback delivery method has given local subcontractors a better opportunity to earn subcontracts. For example, in the past several years, local

subcontractors have earned over seventy percent (70%) of the electrical work subcontracted for on District lease-leaseback projects.

**P.**Recommendation 2: "The MJUSD Board should establish goals to utilize a minimum percentage of local subcontractors in lease-leaseback projects in order to put the bond money voted by Yuba County residents back into Yuba County. They establish a procedure to update and add new contractors to the established list. [sic]"

## • Response to Recommendation 2: Defer to Governing Board of Trustees of the Marysville Joint Unified School District

While I defer to the Board to respond to recommendations on what the Board should or should not do, I feel compelled to point out that a substantial amount of tax dollars are circulated back into the local economy as a result of District construction projects.

Using the lease-leaseback delivery method has resulted in significant participation by local subcontractors, suppliers, and vendors. Attached is a list of known participants and benefactors of the local lease-leaseback projects. (Attachment G). As shown on that list, there are 113 subcontractors, suppliers, and vendors that have participated, and/or benefited from our lease leaseback projects.

I am also compelled to point out that the taxpayers who repay the general obligation bonds are limited to those who reside within the District. Taxpayers from Wheatland, Plumas, other areas of Yuba County, and Sutter County do not pay taxes related to the general obligation bonds. In addition, as the Board of Trustee's response clearly points out, the duty of the District is owed to <u>its</u> students, staff, community, and taxpayers.

In addition, if it is the Grand Jury's recommendation that the District give a financial "subsidy" to certain local contractors, it must recognize that would effectively increase the cost of construction projects for no additional value. I do not believe it is in the best interest of the District, its students, staff, community, or taxpayers to spend additional taxpayer money in this manner.

In response to the second sentence of Recommendation 2, it appears the recommendation is misplaced and should have been included in Recommendation 1 or deleted in its entirety. To the extent, however, that it was not misplaced and was not responded to in Response to Finding 1, Response to Recommendation 1, and/or Response to Finding 2, above, I defer to the Board for a response.

**E.** Finding 3: "The MJUSD needs to establish a method to ensure the ethics laws of California are being adhered to in the contracting of services. The staff at MJUSD is not provided ethics training at this time."

## Response to Finding 3: Defer to Governing Board of Trustees of the Marysville Joint Unified School District in Part; Concur in Part

I defer a response to the first sentence of Finding 3 to the Board of Trustees of the Marysville Joint Unified School District.

While the District does not currently have a **mandatory** ethics training program, I would point out that the District is in compliance with all ethics training laws as they exist at this time. Furthermore, it is a fact that many individual employees and administrators **voluntarily** seek out ethical guidance and training through one-on-one conferences, communications with legal counsel, books, workshops, and/or seminars.

- **F.** Recommendation 3: "Establish a requirement for all officials and all individuals required to purchase, contract, or make decisions for the school district, to have ethics training every two years as recommended in Senate Bill 106."
  - ♦ Response to Recommendation 3: Defer to Governing Board of Trustees of the Marysville Joint Unified School District in Whole
- **G.** Finding 4: "There is minimal review of lease-leaseback contracts by the MJUSD Board. The Board is given a listed contractor on a project by the Facilities Department. The Board does not have the opportunity to review the full range of proposals to ensure equality, fairness, and oversight in awarding contracts paid by public funds."
  - Response to Finding 4: Defer to Governing Board of Trustees of the Marysville Joint Unified School District in Part; Disagree in Part

To the extent that the Response to Finding 4 calls for the impressions, beliefs, or specific knowledge of the Board, I would again defer to the Board for a response. Nevertheless, I disagree with Finding 4 and set forth the perspective below. I believe there is more than enough time for Board members to review the necessary information on a particular lease-leaseback proposal prior to Board action.

Specifically, the Board of Trustees receives notice and information on upcoming agenda items, such as a lease-leaseback project award, by way of a document known as the "Board Agenda Packet." The Board Agenda Packet is issued to the Board of Trustees by the Friday (or sooner) before every board meeting and identifies items for the following board meeting. This allows Board members time to review the items in further detail if necessary.

The lease-leaseback agreement submittal for any given project is, at minimum, a three (3) inch thick, three (3) ring binder filled with documents and raw data that back up the Guaranteed Maximum Price ("GMP") for the respective construction project. The agreement submittal binder, due to its size and weight, is not provided in the Board Agenda Packet, but is referenced in the Board Agenda Packet as being available for review at any time, by any of the Board members.

The Schools Committee of the Grand Jury was fully apprised of this process, but there is no mention of it in the Report. Additionally, copies of exemplar project binders were also provided to the Grand Jury for review. Included in those binders were all the competitive quotes received for the scope of work related to the respective project. Any information or understanding which would have been garnered from a thorough review of the materials provided to the Grand Jury Schools Committee also appears to have been omitted from the Report.

- **H.** Recommendation 4: "The Board should formulate a procedure for the reviewing of proposals for lease-leaseback contracts including additional time to examine the compiled list from which to select the most qualified proposal."
  - Response to Recommendation 4: Defer to Governing Board of Trustees of the Marysville Joint Unified School District in Whole

#### III. CONCLUSION

Attached you will find a listing of MJUSD Lease Leaseback Projects. This listing is divided into sections for "Proposed Projects", "In Progress Projects", and "Completed Projects". (Attachment H). As shown, the District has Completed and In Progress projects totaling approximately \$73,654,000. The District continues to appreciate the overwhelming support shown by the District's voters in the passage of Measures H and P.

I am greatly disappointed that the Grand Jury chose to ignore and/or omit from its Report much of the information, data, and evidence that was disclosed to the Schools Committee during its investigation. Nonetheless, I firmly believe, and the data clearly shows, that the lease-leaseback process provides the "best value" for the District, its students, and its taxpayers as well. The District has implemented its lease-leaseback process in close collaboration with legal counsel to ensure a legal, ethical, and fair process, and the Report provides no credible evidence to the contrary. The District's staff continually strives to act in the best interest of the District, its students, employees, the community, and the taxpayers.

Although the Schools Committee of the Grand Jury chose not to speak with me regarding their concerns about lease-leaseback, as all past Grand Juries have done, please know you may contact me directly at 749-6102 if you have additional questions or concerns.

Sincerely,

Gay Todd, Superintendent

c: Governing Board of Trustees Joyce Brannin, Foreperson

No. 1 2 3 4 5 6 7 8	В	C	D	E	F	G	H	1 1		K	1	l M
No.  1 2 3 4 5 6 7 8	1-1-1-					· · · · <del></del> · · · · •						
1 2 3 4 5 6 7 8 8	Job No.	Project Description	Contract Delivery	Status	Construction Value	Project Contingency	Guaranteed Maximum Price F + G	Preliminary Services Cost	Proposed Project Cost Adjustments	Total Cost Adjustments I + J	Current Contract Value F+K	Adjustment Increase / Decrease K ÷ F
2 3 4 5 6 7 8	8033	Arboga: Interim Housing	LLB	Complete	\$357,369.62	\$17,868.48	\$375,238.10	\$0.00	(\$48,000.00)	(\$48,000.00)	\$309,369.62	-13.43%
3 4 5 6 7 8	8036	Arboga: Sewer and Water	LLB	Closeout	\$556,073.33	\$27,803.67	\$583,877.00	\$0.00	\$2,145.39	\$2,145.39	\$558,218.72	0.39%
4 5 6 7 8	8082	Arboga: New Pre-School Building	LLB	In Progress	\$1,421,611.00	\$71,081.00	\$1,492,692.00	\$2,160.00	\$0.00	\$2,160.00	\$1,423,771.00	0.15%
5 6 7 8	8016	Cedar Lane: Interim Housing	LLB	Complete	\$702,519.32	\$0.00	\$702,519.32	\$0.00	\$0.00	\$0.00	\$702,519.32	0.00%
6 7 8	8026	Cedar Lane: Bus Loop Modifications	LLB	Complete	\$45,981.90	\$4,598.10	\$50,580.00	\$0.00	\$0.00	\$0.00	\$45,981.90	0.00%
7 8	8001	Cedar Lane: Building "A" Modernization	LLB	In Progress	\$1,390,317.07	\$104,273.78	\$1,494,590.85	\$23,302.00	\$68,253.63	\$91,555.63	\$1,481,872.70	6.59%
8	8071	Cedar Lane: Field Renovation	LLB	In Progress	\$395,817.00	\$19,791.00	\$415,608.00	\$0.00		\$0.00	\$395,817.00	0.00%
	8044	Cordua: Road Side Barrier	LLB	Complete	\$414,368.00	\$20,718.00	\$435,086.00	\$0.00		\$5,610.99	\$419,978.99	1.35%
al	8022	Covillaud: Interim Housing	LLB	Complete	\$95,505.00	\$0.00	\$95,505.00	\$0.00	\$10,221.69	\$10,221.69	\$105,726.69	10.70%
10	8024	District Office: Interim Housing	LLB	Complete	\$190,193.81	\$0.00	\$190,193.81	\$0.00	\$16,052.22	\$16,052.22	\$206,246.03	
11	8049	Dobbins: New Play Yard	LLB	Complete	\$175,361.19	\$8,768.06	\$184,129.25		(\$4,500.00)	(\$4,500.00)	\$170,861.19	
12	8067	Dobbins: New Yay Yard  Dobbins: New Wastewater Treatment System	LLB	Complete	\$165,812.48	\$0.00	\$165,812.48	<del></del>	\$0.00	\$0.00	\$165,812.48	
12	0007	Dobbins: New Wastewater Treatment System  Dobbins: New Multi-Purpose Building and Modernization at	LLD	Complete	ψ100,012.40	Ψ0.00	Ψ100,012.10	Ψ0.00	Ψ0.00	Ψο		
13	8019	Building "A"	LLB	In Progress	\$4,636,364.00	\$463,636.00	\$5,100,000.00	\$0.00	\$120,894.44	\$120,894.44	\$4,757,258.44	2.61%
14	8018	Edgewater: Increment 1-Site Work	LLB	Closeout	\$586,231.00	\$37,419.00	\$623,650.00	\$0.00	\$0.00	\$0.00	\$586,231.00	0.00%
		Edgewater: Increment 2-New Admin, Multi-Purpose and										
15	8018	Classroom Interim Housing	LLB	In Progress	\$8,015,468.00	\$400,773.00	\$8,416,241.00	\$42,357.00	\$195,325.00	\$237,682.00	\$8,253,150.00	2.97%
16	8039	Ella Pre-School: New Play Yard	LLB	Complete	\$139,164.37	\$13,916.44	\$153,080.81	\$0.00	\$0.00	\$0.00	\$139,164. <u>3</u> 7	0.00%
17	8015	Kynoch: Interim Housing	LLB	Complete	\$85,129.51	\$0.00	\$85,129.51	\$0.00	\$0.00	\$0.00	\$85,129.51	0.00%
18	8031	Kynoch: Pre-School and Child Center- New Play Yard	LLB	Complete	\$296,343.29	\$14,817.16	\$311,160.45	\$0.00	\$0.00	\$0.00	\$296,343.29	
19	8025	Kynoch: N. Parking Lot Reconstruction	LLB	Complete	\$679,222.91	\$33,961.15	\$713,184.06	\$0.00	\$42,788.00	\$42,788.00	\$722,010.91	6.30%
20	8034	LHS: Interim Housing and Relocation	LLB	Closeout	\$604,206.49	\$50,985.24	\$655,191.73	\$0.00	\$31,746.15	\$31,746.15	\$635,952.64	5.25%
21	8028	Linda: Interim Housing	LLB	Complete	\$340,572.00	\$17,029.00	\$357,601.00	\$0.00	\$0.00	\$0.00	\$340,572.00	0.00%
22	8048	Linda: Fire Alarm System Upgrade	LLB	Closeout	\$134,128.69	\$46,706.43	\$180,835.12	\$0.00	\$6,210.82	\$6,210.82	\$140,339.51	4.63%
23	8052	Linda: Pre-School Portable Building and Apparatus Area	LLB	Complete	\$641,637.44	\$32,081.87	\$673,719.31	\$0.00	\$0.00	\$0.00	\$641,637.44	0.00%
24	8055	Linda: Shade Structures	LLB	Complete	\$112,403.00	\$5,620.00	\$118,023.00	\$0.00	\$0.00	\$0.00	\$112,403.00	0.00%
25	8078	Linda: Parking Lot Reconstruction	LLB	In Progress	\$934,539.00	\$46,727.00	\$981,266.00	\$0.00	\$8,465.40	\$8,465.40	\$943,004.40	0.91%
26	8065	Loma Rica: New Wastewater Treatment System	LLB	Complete	\$245,150.00	\$0.00	\$245,150.00		\$0.00	\$0.00	\$245,150.00	0.00%
		McKenney: New Gymnasium and Modernization at "B" and			<b>,</b> , , , , , , , , , , , , , , , , , ,	,	<u> </u>					
27	8020	"C"	LLB	In Progress	\$6,946,795.00	\$521,010.00	\$7,467,805.00	\$10,200.00	(\$34,427.00)	(\$24,227.00)	\$6,922,568.00	
28	8043	MHS: New Flooring at Kitchen and Multi-Purpose	LLB	Complete	\$146,419.66	\$7,320.98	\$153,740.64	\$0.00	\$2,100.00	\$2,100.00	\$148,519.66	1.43%
29	8041	MHS: Science Building Increment 1-Site Work	LLB	Complete	\$280,232.86	\$14,749.00	\$294,981.86	\$0.00	\$0.00	\$0.00	\$280,232.86	0.00%
30	8041	MHS: Science Building Increment 2-New Building and Parking Lot	LLB	In Progress	\$11,489,170.00	\$574,458.00	\$12,063,628.00	\$55,000.00	\$0.00	\$55,000.00	\$11,544,170.00	0.48%
31	8042	MHS: Stadium Access Upgrades and Pool House Modernization	LLB	In Progress	\$1,236,146.00	\$61,807.00	\$1,297,953.00	\$4,110.00	\$53,493.00	\$57,603.00	\$1,293,749.00	4.66%
32	8045	Olivehurst: Pre-School and Child Center- Play Yard and Parking Lot Upgrades	LLB	Complete	\$431,224.18	\$43,122.42	\$474,346.60			\$0.00		
33	8032	Olivehurst: Garden Arbor and Greenhouse	LLB	Complete	\$49,750.00	\$0.00	\$49,750.00	\$0.00		\$0.00	· · · · · · · · · · · · · · · · · · ·	
34	8072	Olivehurst: Field Renovation	LLB	In Progress	\$417,949.00	\$20,897.00	\$438,846.00	\$0.00	\$0.00	\$0.00	· · · · · · · · · · · · · · · · · · ·	
35	8017	W.T. Ellis: Demolition- Facilities and Site Utilities	LLB	Closeout	\$179,831.90	\$48,991.60	\$228,823.50	\$0.00	\$19,262.00	\$19,262.00	\$199,093.90	<del></del>
36	8069	Yuba Feather: Technology Upgrades	LLB	Closeout	\$118,344.00	\$5,917.00	\$124,261.00	\$0.00	\$0.00	\$0.00	\$118,344.00	
37	8029	Yuba Gardens: Interim Housing	LLB	Complete	\$653,360.15	\$32,668.01	\$686,028.16	\$0.00	\$32,003.00	\$32,003.00	\$685,363.15	4.90%
38	8030	Yuba Gardens: Hard- Court Renovation	LLB	Complete	\$278,781.71	\$13,939.09	\$292,720.80		\$7,681.00	\$7,681.00	\$286,462.71	2.76%
39	8023	Yuba Gardens: Interim Housing with Upgrades to Track, Field and Parking	LLB	Complete	\$2,094,110.13	\$104,705.51	\$2,198,815.64			\$79,155.00		
40	8047	Yuba Gardens: New Gymnasium and Library Building	LLB	In Progress	\$6,250,561.00	\$468,800.00	\$6,719,361.00		\$0.00	\$10,200.00	\$6,260,761.00	0.16%
41	8068	Yuba Gardens: Technology Upgrades	LLB	Complete	\$125,577.77	\$6,279.00	\$131,856.77			\$0.00		
					\$54,059,742.78	\$3,363,238.99	\$57,422,981.77	\$147,329.00	\$614,480.73	\$761,809.73	\$54,821,552.51	1.53%

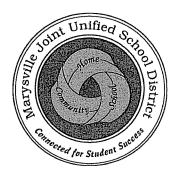
MJC	SD Summa	MJUSD Summary of Low Bid Projects							
4	В	S	D	Ш	ш,	9	I		٦
									Change
									Order
				Contract			Change Order	<b>Current Contract</b>	Percent
No.	Job No.	Project Description	1.D. #	Delivery	Status	Contract Value	Adjustments	Value G + H	H÷G
7	8002	Cedar Lane: Exterior Paint	7-1024	Low bid	Complete	\$78,200.00	\$14,863.33	\$93,063.33	19.01%
7	8008	Covillaud: Exterior Paint	7-1025	Low bid	Complete	\$54,000.00	\$5,300.00	\$59,300.00	9.81%
က	8003	District Office: Demolition Ferrier, Quonset, and portable	8-1016	Low bid	Complete	\$48,390.00	\$19,900.25	\$68,290.25	41.12%
4	8010	Interim Housing: Dob, LR, McK	8-1012	Low bid	Complete	\$860,000.00	\$188,381.55	\$1,048,381.55	21.90%
S	8007	LHS: Kitchen Remodel	7-1026	Low bid	Complete	\$899,600.00	\$264,038.28	\$1,163,638.28	29.35%
9	8014	Misc. ADA Improvements: BV, MHS, McK	8-1023	Low bid	Complete	\$427,000.00	\$12,641.71	\$439,641.71	2.96%
7	8012	Misc. ADA Improvements: CL, Cov, Kyn, LHS	8-1015	Low bid	Complete	\$535,680.00	\$28,277.85	\$563,957.85	5.28%
∞	8008	Misc. Mod. Arb, Cor, Ella, JP, Olv	7-1027	Low bid	Complete	\$2,444,488.00	\$604,418.38	\$3,048,906.38	24.73%
റ	8004	Sitework: CL, Kyn, Lin, LHS, SLHS	8-1014	Low bid	Complete	\$2,361,000.00	\$476,908.16	\$2,837,908.16	20.20%
10	8013	Yuba Feather: Expansion Phase 1A (Generator)	8-1018	Low bid	Complete	\$478,384.00	\$9,391.41	\$487,775.41	1.96%
7	8013	Yuba Feather: Expansion Phase 1A - Wright One	8-1018	Low bid	Complete	\$346,000.00	(\$4,371.00)	\$341,629.00	-1.26%
						\$8,532,742.00	\$1,619,749.92	\$10,152,491.92	15.92%

Page: 1 of 1 Print Date: 8/19/2009

ist of Known Northern California School Dist		Luse LeasendCl	Penvery Meniod	Would use LLB			How was initial list of contractors	Number of year
District Name	Contact Name	Phone	Lease Leaseback		Was it Beneficial?	Process for awarding contracts?	riow was initial list of contractors created?	using LLB?
1 Campbell Union School District, San Jose	Shawn Rafoth - Director of	(408) 558-3081	Yes	Yes	Yes	Best Qualified Contractor	Advertised	uonig LLD
2 Elk Grove School District, Elk Grove, Some Sacramento and Some Rancho Cordova	Maintenance Lee - Senior Construction	(916) 686-7711	No, Considering	NA NA	NA		<u> </u>	11
Fairfield-Suisun School District, Fairfield, Suisun Cit	Manager y Kim VanGundy -	(707) 399-5000	Left Message		No call back			
Selection (Control Control Con	Director of Facilities	(0.10) 057 4400						
Folsom/Cordova School District, Rancho Cordova, Folsom	Matt Washburn - Director of Facilities	(916) 355-1100	Yes	Yes	Yes, hand select best contractor, subs, for each job, qualified, better quality project, finished on time, cost saving, early planning, good coordination.	They have a preferred list, qualified prior experience w/ Lease Lease Back, knowledge of program, working previously with the district. Hires in Sacramento region. Uses one contractor for all large projects and another contractor for smaller projects.	S	2
Fremont Unified School District, Fremont	Debbie Luchem - Director of Facilities	(510) 657-2350	No, Considering	NA	NA .			
Gateway Unified School District, Redding		(530) 245-7900	Yes	Yes	Yes. No change orders or increase in Arch Fees.	They did interview with each contractor, then design team (arch, planning, facilities construction team) chose best qualified.	Advertise in newspaper & builders exchange.	6
Madera Unified School District, Madera	Rosalind Cox - Director of Facilities	(559) 675-4548	No, Considering	NA	NA	preming amino on or sold really areas soot godined.	CAN Idige.	
Manteca Unified School District, Manteca	Bob Wallace - Director of Facilities	(209) 825-3200	Yes	Yes	Yes, no change orders and everybody is on the same page	Board interviews, chose best qualified	recommended from other	_
Martinez Unified School District, Martinez	Mike	(925) 313-0480	No	NA .	NA .			<del>7</del>
Modesto City School District, Modesto	John Liukkonen- Director of Construction	(209) 576-4143	Yes	Yes	Yes, works best for their district. Don't have to go with low bid, negotiable contracts.	They select district approved contractors that are best qualified for the job. Specific RFQ process.	They have a list of contractors	
Natomas Unified School District, Sacramento	Mike- Asst. Superintendent of Facilities	(916) 567-5468	Yes	Yes	Yes, better cost and able to select a team to work with.	Have a team to select best qualified contractor.	Advertised/ Go with contractors who have worked with LLB	7
Pacheco Union School District, Anderson	Chuck Strom	(530) 365-3335	Yes	Yes	Yes. Control over job & cost & deadline. Simplified process	(Not in charge at the time)	(Not in charge at the time)	1
Patterson Unified School District, Patterson	Steve- Asst. Superintendant	(209) 895-7700	Yes	Yes	Yes, building goes easily good working relationship with contractors, good timing	Based on qualification	Advertise in local paper	,
Plumas Lake Elementary School District	Ray McKinney	(530) 740-3761	Yes	Yes	Yes, easier and everything is negotiable	Interviewed 7contractors with RFQ'S, chose most qualified	Advertised in newspaper	6
Red Bluff Union School District, Red Bluff	Pete Seigle - Director of Business Services	(530) 527-7200	Yes	Yes	Yes. No change orders, project finished on scheduled.	hire Project Management Company out of Sacramento/ Chico to handle posting projects in newspaper, RFQ's and the selection process.	Advertises in all newspapers within the No. Calif. Area, as well as locally.	6
Rocklin School District, Roseville	Sue Wesselius - Director of Facilities & Construction	(916) 630-3188	Yes	Yes	Yes. Selecting contractor that is known for their experience, track record and had worked with the district before.	Point System with RFQ. After qualifying contractors with RFQ's, facilities Interviews each candidate awarding points for each contractor. Then the recommend 1 contractor for the job.	Advertised in local newspaper. Prefer to contact contractors. Pool from ad was too large with unqualified contractors.	4
7 Roseville Joint Unified School District, Roseville, Antelope, Granite Bay	Chris Grimes - Director of Facilities	(916) 782-4707	Yes	Not sure	Used LLB with three projects and had issues with all three. He's finding out hard bid looks to work better for them.	RFQ process. Had 10 applications, broke it down to one.	Advertised in paper	<del>-</del>
Sacramento School District, Sacramento	JoAnn Sulli - Facilities Fiscal Analyst	(916) 643-2464	Yes	Yes	Yes, time saving, cost saving, everyone on same page, select contractor that is alread qualified through RFQ & expertise in projects.	Advertise in Sacramento Bee, 30 days prior to receive RFQ's. Once qualified then a panel selects best qualified, experienced with district & cost.	Advertised in newspaper.	4
San Juan Unified School District, Sacramento, Carmichael, Orangevale, Fair Oaks, Citris Heights	Joe Robinson - Facilities Contract Manager	(916) 979-8626	Yes	Yes	Yes, good cooperation between Contractors, District, and Architects.	RFQ process. Had about 30 applications	Advertised in newspaper and contacted contractors they had on their list.	4
O Santa Rosa City Schools, Santa Rosa	Jennifer Bruneman - Director of Maint. & Operations	(707) 528-5124	No	NA	NA .			1
Shasta Union High School District, Redding	Janet Peterson - Facilities & Operations	(530) 241-3261	No	NA	NA			
Stanislaus Union School District, Modesto	Yvonne	(209) 529-9546		NA	NA .			
Stockton Unified School District, Stockton	Steve Breakfield - Director of Facilities & Planning	(209) 933-7045	Yes	Yes	Yes, best qualified contractor for the job, cost saving.	Qualify contractors through RFQ's, Facilities board of 5, reviews and evaluates each RFQ on a standard evaluation scoring sheet to rank each contractor. Then developed a Contractor Poof based on the results. Hold interviews with each, then make recommendation to		_
Sutter Union School District, Sutter	Ryan Robinson - Superintendent	(530) 822-5161	Yes	Yes	Yes, no change orders, cost savings	board. Interview process, then super chose best contractor	Advertise	3
Tracy Unified School District, Tracy	Bonnle - Director of Facilities	(209) 830-3245	Yes	Yes	Yes, better costs, value engineer & working directly with contractors. Able to evaluate proposals.		No advertising. Went with contractors that had experience. Contacted contractors who	1
Turlock Unified School District, Turlock	Linda Bonom - Admin. Assist. of Business Services	(209) 667-0632	Yes	Yes	Yes. No change orders	hire a Construction Management Company. Go through a application process	called to be put on the list Advertise in newspaper & builders exchange.	3
Vacaville Unified School District, Vacaville	Lee - Director of Facilities	(707) 453-6117	Yes	Yes	Yes, reliable contractors, qualified for each job, jobs completed on time, quality, cost saving.	Most qualified after RFQ process	Advertise in paper and contractors that they	1
Wheatland Elementary School District, Wheatland		(530) 633-3130	Yes	Yes	Yes. No change orders or cost overruns. Streamlines the process.	hire Project Management Company out of Sacramento to handle posting projects in newspaper, RFQ's and the selection process.	have worked with before The Project Management Company handles advertising in the newspaper.	
9 Yuba City School District, Yuba City	Steve Plaxco- Director of Facilities and Maintenance	(530)790-2635	Yes	Yes	Yes, no change orders, cost savings.	Interview prospective contractors after qualified with their RFQ's.	Who they've worked with in past.	7

### MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

1919 B STREET ~ MARYSVILLE, CA 95901



Attachment D

# LEASE LEASEBACK

## PROCESS AND PROCEDURES

For

Marysville Joint Unified School District Construction Services

#### **Lease Leaseback Construction Services**

- I. Lease Leaseback Marketing
  - A. Current List of Approved General Contractors ("GC"):
    - 1. Attachment A
  - B. Request for Qualifications ("RFQ"):
    - 1. Attachment B
  - C. Qualifying process for GC List:
    - 1. Periodic advertisement in local newspaper for RFQ.1
    - 2. Meet and Greet Committee will meet with GC's interested in submitting an RFQ.
    - 3. Facilities will review RFQ submittals for compliance with guidelines and requirements.
    - 4. Facilities will schedule formal presentation meeting for GC's with complete RFQ submittals.
    - 5. Presentation Committee will conduct formal interview during the GC presentation.
    - 6. Facilities will select qualified GC's based on feedback from Presentation Committee.
    - 7. Facilities will provide recommendation to Assistant Superintendent, Business Services for GC additions to the approved lease leaseback list.
    - 8. Assistant Superintendent, Business Services will provide list of recommended GC's to Superintendent.
  - D. Meet and Greet Committee
    - 1. Director of Construction
    - 2. Director of Planning & Design
    - 3. Director of Maintenance
    - 4. Facilities Department Personnel
  - E. Topics discussed with GC's during Meet and Greet session
    - 1. Company History/Biography
    - 2. Company Size
    - 3. Years in Business
    - 4. Qualifications
    - 5. K-12 Experience
    - 6. New Construction vs. Modernization
    - 7. Lease Leaseback Experience
    - 8. Experience with other types of Negotiated Projects
    - 9. Largest Project
    - 10. Self Performed Work
    - 11. LEED/CHPS Experience (Green Construction)
    - 12. Comfort Zone: Value/Size of Projects
    - 13. Bonding and Insurance Capacities
    - 14. References
  - F. Formal Presentation Committee
    - 1. Director of Construction

<sup>&</sup>lt;sup>1</sup> Advertisement to occur when list of approved GC's is less than seven or more frequently, if needed (as determined by the Superintendent or Design Team).

- 2. Director of Planning & Design
- 3. Director of Maintenance
- 4. Design Professional
- 5. Facilities Department Personnel (optional)
- G. Formal RFQ Presentation Outline
  - 1. Attachment C
- H. Selection of Approved GC (Project Specific)
  - 1. Committee for selection of GC:
    - a. Assistant Superintendent, Business Services
    - b. Director of Construction
    - c. Director of Planning & Design
    - d. School Site Principal
    - e. Design Professional
  - 2. GC's conduct formal presentation
  - 3. Director of Construction, with the concurrence of the Assistant Superintendent, Business Services, may elect to solicit proposed Guaranteed Maximum Price ("GMP") from two or more approved GC's for a specific project (under \$15 million).
    - a. GC with the proposal deemed in the best interest of the District would be selected.
  - 4. Committee to recommend selection(s) to Superintendent
- I. Individual Construction Projects Exceeding \$15 Million
  - 1. Request for Proposal ("RFP") specific to each project will be utilized
- J. RFP Process
  - 1. See Item G
- II. Lease Leaseback Delivery
  - A. Preliminary Services Agreement
    - 1. Open book process
    - 2. GC to provide at minimum three quotes for all scope of work
    - 3. GC required to contact local subcontractors
    - 4. GC must advertise in local builders exchange
    - 5. GC must provide minimum of two sealed quotes if GC is competing for self-performing work
    - 6. GC required to value engineer project
    - 7. GC required to perform a constructability review
    - 8. GC required to submit GMP with all quotes received
    - 9. GC required to provide spreadsheets to show all GMP back-up information
    - 10. GC compensated for Preliminary Services at project completion and only if services prove fruitful
  - B. Site and Facilities Lease Agreements
    - 1. Open book process
    - 2. Changes approved only by District
    - 3. Cost changes only if related to Unforeseen Conditions and Owner Directives
    - 4. Changes related to cost savings result in credit to the District

#### III. Lease Leaseback Benefits

- A. Open book process vs. secretive low-bid process
- B. Allowed pursuant to California Education Code section 17406
- C. Team approach/collaboration with Architects, Engineers, GC, Inspectors and District
- D. Information gathered from the Builders point of view before GMP
- E. Value engineering for cost savings
- F. Constructability review to avoid change orders and delays
- G. Locks Guaranteed Maximum Price
- H. Checks and Balances
  - 1. A/E Estimate provided
  - 2. Third Party Estimate
  - 3. Facility Department Review
  - 4. Qualification Check
  - 5. Reference Check

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Attachment A: Approved General Contractor Matrix

#### **Process and Procedures**

Attachment B: RFQ Submittal Guidelines

#### **Process and Procedures**

Attachment C: RFQ Presentation Outline

**Approved General Contractors for Lease Leaseback Projects** 

Revised January '09

Page: 1 of 2

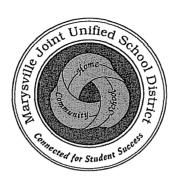
Print Date: 8/19/2009

				l Project Size (Cost)			
General Contractor	City	\$0 - \$500,000	\$500,001 - \$2,000,000	\$2,000,001 - \$8,000,000	\$8,000,001 - \$15,000,000		
Portable Building Installati	on and General Si	ite Work					
Bollo Construction	W. Sacramento	Y	Y	Y	Υ		
BRCO Constructors	Loomis	Υ	<u>ү</u> ү	Y	Y		
Broward Brothers	Woodland						
Carter Kelly Construction	Placerville						
Combs Construction	Cameron Park						
Fletchers Plumbing	Yuba City	Y-					
Hilbers Construction	Yuba City						
Kitchel Construction	Sacramento			Y	Υ		
Lamon Construction	Yuba City	Y	Y				
Landmark Construction	Lommis			Υ	Υ		
Roebbelen Contracting	El Dorado Hills			Υ	Υ		
Rudolph and Sletten	Roseville			Υ	Υ		
Sundt Construction	Sacramento			Y	Υ		
United Building Contractors	Chico	· Y	Y	Y			
Modernization Work							
Bollo Construction	W. Sacramento	Y	Υ Υ	Y	Υ		
BRCO Constructors	Loomis	Υ	Υ	Υ Υ	Υ		
Broward Brothers	Woodland	Y	Υ	Y	Υ		
Carter Kelly Construction	Placerville						
Combs Construction	Cameron Park	Y	Y				
Fletchers Plumbing	Yuba City	Υ Υ			<u> </u>		
Hilbers Construction	Yuba City	Υ	Υ				
Kitchel Construction	Sacramento			Y	Y		
Lamon Construction	Yuba City	Υ					
Landmark Construction	Lommis		Y	Y	Υ		
Roebbelen Contracting	El Dorado Hills			Y	Υ		
Rudolph and Sletten	Roseville			Y	Y		
Sundt Construction	Sacramento			· Y	Υ		
United Building Contractors	Chico	Y	Y	Υ			
New Construction							
Bollo Construction	W. Sacramento	Y	Y	Υ			
BRCO Constructors	Loomis	Y	Υ	Y	Υ		
Broward Brothers	Woodland	Y	Y	Υ	Υ		
Carter Kelly Construction	Placerville	Υ	Y	Υ	Υ		
Combs Construction	Cameron Park	Y	Υ	Υ			
Fletchers Plumbing	Yuba City						
Hilbers Construction	Yuba City	Υ	Υ				
Kitchel Construction	Sacramento	Y	Υ	Υ	Y		
Lamon Construction	Yuba City						

## Marysville Joint Unified School District

		Approved Project Size (Cost)						
General Contractor	City	\$0 - \$500,000	\$500,001 - \$2,000,000	\$2,000,001 - \$8,000,000	\$8,000,001 - \$15,000,000			
10 Landmark Construction	Lommis	Y	Υ	Υ	Υ			
11 Roebbelen Contracting	El Dorado Hills	Υ	Υ	Υ	Υ			
12 Rudolph and Sletten	Roseville	Υ	Υ	Υ	Υ			
13 Sundt Construction	Sacramento	Y	Y	Υ	Υ			
14 United Building Contractors	Chico	<b>Y</b>	Y	Υ				
				<u> </u>				
New Construction and/or N	/lodernization over	\$15,000,001						
1 Carter Kelly	Placerville			Υ				
2 Kitchel Construction	Sacramento		general control of the control of th	Υ				
3 Landmark Construction	Lommis			Υ				
4 Roebbelen Contracting	El Dorado Hills			Υ				
5 Rudolph and Sletten	Roseville	1		Υ				
6 Sundt Construction	Sacramento			Υ				

# MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT 1919 B STREET ~ MARYSVILLE, CA 95901



# LEASE LEASEBACK

# REQUEST FOR QUALIFICATIONS

#### For

# **Marysville Joint Unified School District Construction Services**

RFQ Issued: August 20, 2008 RFQ Due: September 5, 2008

#### Request for Qualification Lease Leaseback Construction Services Marysville Joint Unified School District

#### I. Introduction:

- A. The Marysville Joint Unified School District ("MJUSD" or "District") is issuing this Request for Qualification ("RFQ") requesting Statements of Qualifications ("SOQ") from contractors qualified to provide the District constructability review, value engineering and construction services for the development, construction and modernization of facilities for various school sites. Contracts will be awarded by the Board of Trustees under the Lease-Leaseback provisions of Education Code 17406 et seq. Projects may be divided among successful applicants.
- B. The RFQ describes examples of projects and scope of work. In addition, the RFQ includes the selection process and the minimum information that must be included in the proposal.
- C. Respondents must be fully bondable and insured pursuant to District guidelines and hold an active General Building Contractor (Class B) License that is current, valid and in good standing with the California Contractor's State License Board.

#### II. Submittal Process:

A. RFQ's are to be delivered to:

Victor C. Lopez, Director of Construction Marysville Joint Unified School District

Facilities Department

1919 B Street

Marysville, CA 95901

- B. RFQ's are due no later than 2:00 PM Friday, September 5, 2008
- C. Seven (5) copies of the submittal shall be delivered to the address above. All RFQ's received after the deadline will be returned unopened.
- D. Marysville Joint Unified School District reserves the right to reject any and all qualifications on any and all items of said qualifications.
- E. Selected firms will be interviewed starting week of September 11, 2008.

#### III. Project Description:

- A. Projects include, but are not limited to, new construction (gymnasium buildings, multipurpose buildings, classroom buildings, science buildings, administration buildings, library buildings, agriculture buildings, play fields, track fields, blacktop play areas, parking lots) and modernization (complete interior and exterior modernization work to existing classroom buildings, restrooms, administration buildings, library buildings).
- B. Projects include review of plans, constructability review, value engineering.
- C. Modernization and/or New Construction

#### IV. Program Budget

- A. Approximately \$155 million
- B. The District will require an open book policy with the Contractor and its construction team.
- C. Change orders will be issued <u>only</u> as approved by District, consistent with the Contract Documents and as required by law.

#### V. Preliminary Services Agreement:

- A. Selected firms will perform a constructability review and value engineering of the design documents under a Preliminary Services Agreement. Design Documents shall mean documents consisting at a minimum of site and floor plans, elevations, and any other drawings and documents sufficient to fix and describe the size and character of the project's structural, mechanical, and electrical systems, types, quality and makeup of materials, types of structures and outline specifications.
- B. The total cost of services for the above item shall be per billable rate sheet provided to District and approved prior to execution of agreement.

- C. Contractor shall acknowledge that it shall not be paid for its services under the Preliminary Services Agreement until conclusion of project, and only out of any contingency balance, as per this Contract.
- VI. Selected firms will perform the construction phase of the project, acting as a General Contractor pursuant to Site and Facilities Lease Agreements and may contract with separate specialty contractors to perform the various trades comprising the entire scope of work.
- VII. Selected firms shall work under the direction of the District staff. The District has retained various Architectural firms to prepare design of the projects. During the services agreement, the Contractor will work with the architects to conduct value engineering and modifications to the plans for the preparation of the construction documents, at the discretion of the District.
- VIII. The final working drawings and specifications must be in such form as will enable the architects and District to secure the required permits and approvals from the Division of State Architect and for District to calculate a Guaranteed Maximum Price. The final working drawings shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being copied and assembled in a professional manner by the architects.
- IX. Guaranteed Maximum Price ("GMP")
  - A. Respondents to the RFQ are not required to include a GMP with submittal. The projects will be funded from various sources and any agreement reached will conform to the statutory framework for the LLB delivery method (Education Code section 17406, et seq.).
  - B. With the open book policy, the District will expect to have access to all subcontractor bids, value engineering back-up, contingency breakdown and tracking documents, general conditions breakdown and tracking documents, and Contractor fees.
  - C. The Contractor will be required to provide at minimum three subcontractor bids for any and all work. Should the Contractor self perform any work; they too, will be required to submit a bid with at least two others.
  - D. The Contractor will solicit bids from subcontractors at its discretion, however, it will be required to advertise to our local subcontractors and is encouraged to consider local contractors.
  - E. The GMP shall be submitted with spreadsheets showing full breakdown of costs. As back up, the Contractor will submit spreadsheets to show subcontractors that were contacted, subcontractors who responded, and a low bid subcontractor list. All bids received shall be included with the low bidder marked clearly as being selected.
- X. Statement of Qualifications ("SOQ") Format and Content
  - A. The SOQ's shall be clear, concise, well organized, demonstrate respondent's qualification and complete. It shall be on 8 ½" x 11" size paper, inclusive of resumes, forms and pictures.
- XI. All respondents are required to include the following or may not be considered for selection:
  - A. Submittal Cover: Include RFQ title and submittal due date and name of entity.
  - B. Table of Contents: Include a complete and clear listing of headings and pages to allow easy reference to key information.
  - C. Cover Letter: Brief and concise. Describe past experience related to the scope of work, identify team members, include the firms contact information. The signatory shall be a person with official authority to bind the company.
  - D. Qualifications: Respondents must hold a California General Building Contractor License (B License), as stated previously (item I.C).
    - 1. Name of license holder exactly on file
    - 2. License classification
    - 3. License number
    - 4. Date issued
    - 5. Expiration date
    - 6. Whether license has been suspended or revoked in the past five (5) years, with explanation.

MJUSD Facilities Department Document1

- E. Company Description and Location: Provide brief description of company, years in business, number of offices and staff size. State location of office tending to these projects.
- F. Organizational Chart: Provide an organizational chart containing the names of key personnel and their specific task or assignment. Provide brief resumes for each key member. The District will evaluate RFQ based on this chart and no changes in the team(s) will be allowed without prior written approval from the District.
- G. Methods and Strategic Plan: Concisely describe methods and plan for carrying out projects relative to what your firm has experienced in the past. Include collaboration with District and District's Consultants for the successful completion of any given project. Identify computer software and other technical resources proposed.
- H. Qualifications and Experience: provide a description of the respondent's experience within the last five (5) years related to the following:
  - 1. Construction projects with an emphasis on Lease Leaseback Project Delivery Method.
  - 2. Construction projects with an emphasis on K-12 Public Schools
  - 3. Construction projects with other delivery methods in excess of three (3) million dollars with an emphasis on K-12 public schools.
    - a. include project name
    - b. include project location
    - c. include project scope of work
    - d. include success in completing the project on schedule and explanation for variation if original completion schedules not met.
    - e. Include success in completing the project on budget including original budget (GMP) and final construction costs. State reasons for variations, if any.
    - f. include project team contact information (owner, architect and any other relevant team member)
- GMP Submittal Package: provide a sample package, as submitted on a previous LLB project.
- J. Past Performance Record: if any of the following has occurred, please describe in detail the circumstances for each occurrence:
  - 1. Failure to enter into a contract once selected.
  - 2. Withdrawal of a proposal as a result of an error.
  - 3. Termination or failure to complete a contract.
  - 4. Debarment by any municipal, county, state, federal or local agency.
  - 5. Involvement in litigation, arbitration or mediation.
  - 6. Conviction of the firm or its principals for violating a state or federal anti-trust law by bid-rigging, collision, or restrictive competition between bidders, or conviction of violating any other federal or state law related to bidding or contract performance.
  - 7. Knowing concealment of any deficiency in the performance of a prior contract.
  - 8. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
  - 9. Willful disregard for applicable rules, laws or regulations.
  - 10. Inability to bond a construction project within one month of contract approval.

Information regarding any of the above may be deemed to indicate an unsatisfactory record of performance.

K. Bond Information: Attach a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) authorized to issue bonds in the State of California, which states your current bonding capacity.

- L. Insurance Company: A letter from insurance company indicating ability to provide insurance with the following requirements:
  - 1. Lawfully authorized to do business in California as admitted carriers with a financial rating of at least A, Class VII status as rated in the most recent edition of Best's Insurance Reports
  - 2. Comprehensive general liability insurance, including but not limited to protection for claims of bodily injury and property damage liability, personal and advertising injury liability and products completed operations liability. Coverage shall be with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate
  - 3. Automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment with combined bodily injury and property damage liability of Two Million Dollars (\$2,000,000)
  - 4. Fire Insurance: Contractor will procure at Contractor's own expense and before commencement of any work, fire insurance on projects with course of construction, without exclusions, vandalism, and malicious mischief clauses attached. Amount of fire insurance shall be sufficient to protect against loss or damage in full until work is accepted by District.
  - 5. Workers' Compensation Insurance: In accordance with the provisions of Section 3700 of the California Labor Code, Contractor and every subcontractor shall be required to secure the payment of compensation to its employees. Contractor shall provide, during the life of project, workers' compensation insurance for all of its employees engaged in work, on or at the site of project, and, in case any of its work is sublet, Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by Contractor's insurance. In case any class of employees engaged in work, on or at the site of the Project, is not protected under the workers' compensation statute, Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected before subcontractor commences work. Contractor shall file with District certificates of its insurance protecting workers and a 30-day notice shall be provided to District before the cancellation or reduction of any policy of Contractor or subcontractor. Contractor shall submit proof of insurance and shall provide endorsements on the forms provided by District or on forms approved by District..
  - Builder's Risk/ "All Risk" Insurance: Contractor, during the progress of the work and until final acceptance of the work by District upon completion of project, shall maintain Builder's Risk/"All Risk," course-of-construction insurance issued on a completed value basis on all insurable work included under the Contract Documents. Coverage is to provide extended coverage and insurance against vandalism, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Architect's services and expenses required as a result of such insured loss upon the entire work which is the subject of the Contract Documents, including completed work and work in progress to the full insurable value thereof. Such insurance shall include District, its trustees, officers, agents, employees and volunteers, the Architect and the Architect's consultants, and any other person with an insurable interest designated by District, individually and collectively, as additional insureds. Contractor shall submit to District for its approval all items deemed to be uninsurable. The risk of the damage to the work due to the perils covered by the Builder's Risks/"All Risk" Insurance, as well as any other hazard which might result in damage to the work, is that of Contractor and the surety, and no claims for such loss or damage shall be recognized by District nor will such loss or damage excuse the complete and satisfactory performance of project by Contractor.
- XII. Exceptions to this RFQ: The response shall certify that the Respondent takes no exceptions to this RFQ.
- XIII. Submittal Evaluation Criteria: Submittals received by the District will be evaluated according to the criteria listed below by way of illustration and not limitation:
  - A. Conformance to the specified SOQ format;
  - B. Organization, presentation and content of the SOQ;

- C. Specialized experience with California K-12 public schools and technical competence of the firm(s), considering the types of services required, the complexity of the project, record of performance, and the strength of the key personnel who will be dedicated to the project;
- D. Experience with LLB project delivery method;
- E. Proposed methods and overall strategic plan to accomplish the work in a timely and collaborative manner;
- F. Knowledge and understanding of the local environment and a local presence for interfacing with the District;
- G. Financial resources and stability and ability to meet the insurance requirements;
- H. Description of in-house resources for prime Respondent (i.e. computer capabilities, software applications, modeling programs)
- I. Description of involvement and commitment of firm's principals throughout the project.
- J. Past performance record.
- XIV. Method of Selection: The purpose of this RFQ is to enable the District to select the most qualified firm(s) with whom the District intends to enter into negotiations for construction of the projects pursuant to the LLB provisions of Education Code Section 17406 et seq.
  - A. District will evaluate Contractors on their demonstrated competence and on their professional qualifications necessary for the satisfactory performance of the services required as evidenced in their responses to the RFQ. The District may negotiate a contract with the best qualified Contractor as determined by the District to be in the best interest of the District, at compensation which the District determines is fair and reasonable. Should the District be unable to negotiate a satisfactory contract with the Contractor considered to be the most qualified at a price the District deems reasonable, negotiations with that Contractor may be formally terminated. The District may then undertake negotiations with the next best qualified Contractor, it may undertake negotiations with the third and fourth, etc, best qualified.
  - B. The District will use the qualifications based selection process outlined in the submittal evaluation criteria (Section XIII) and has unilateral authority to select or not select any Respondent.
  - C. A review and selection committee composed of key District officials (i.e. Director of Construction, Director of Planning and Design, Director of Maintenance) and consultants (i.e. Architects) will review and evaluate all SOQ's and may conduct interviews.

#### XV. General Information:

- A. Compliance: the submittal must be in strict accordance with the requirements of the RFQ. Any document not submitted in accordance with the requirements of the RFQ may result in rejection of submittal in its entirety.
- B. There is no appeal from a refusal for an incomplete or late application, but re-application for a later project is permitted. The closing time for Statements of Qualifications will not be changed in order to accommodate supplementation of incomplete submissions or late submissions.
- C. Confidentiality: Submittals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing respondents prior to and during the review, evaluation and negotiation process. However, to the extent that the submittals are public records under California law, the submittals may be released to the public if requested by members of the public.
- D. Amendments: The District reserves the right to cancel or revise in part or in its entirety this RFQ. If the District cancels or revises this RFQ, all Respondents will be notified by addenda. The District also reserves the right to request follow up information and/or extend the date responses are due. Contractors prepare and submit Statements of Qualification at their own risk, and shall not be entitled to any damages if District cancels or revises this RFQ.
- E. Inquiries: All questions about the meaning or intent of this RFQ shall be submitted to the District in writing, Attention: Victor C. Lopez. Replies will be issued by addenda and mailed, emailed or faxed to all parties recorded by the District as having received the RFQ documents. Questions may be faxed to (530) 741-3718 or mailed to 1919 B Street, Marysville CA 95901. Questions received within five working days of RFQ due date will not be answered. Only questions answered by formal written addenda will be binding.
- F. Pre-qualification shall remain valid until the project referred to in Section IV is completed.

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Print Date: 8/19/2009

XVI. Late Proposals: It is the Respondent's responsibility to ensure its submittal is received by the District on or before the time and date specified. Submittals received after the date and time specified will not be considered.

#### XVII. Special Conditions:

- A. Non-Discrimination: The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.
- B. Drug-Free Policy and Fingerprinting; The selected Contractor shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug-Free workplace certificate.
- C. Costs: Costs of preparing a submittal in response to the RFQ are solely the responsibility of the Respondent.
- D. Prevailing Wages: Respondents are advised that the all projects are a public work for purposes of the California Labor Code, which requires payment of prevailing wages. District will obtain from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. These rates will be on file at the District and will be available to any interested party upon request. Any Contractor to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site and comply with the District's Labor Compliance Program (LCP), if applicable, and otherwise comply with applicable provisions of state law.
- E. Bonding: The successful Contractor will be required to furnish a Performance Bond in the amount of one hundred percent of the contract price and a Payment (material and labor) Bond in the amount of one hundred percent of the contract price.
- F. Limitations: This RFQ does not commit the District to award a contract, to defray any costs incurred in the preparation of a submittal pursuant to this RFQ, or to procure or contract for work.

#### XVIII. District Contact

- A. Victor C. Lopez, Director of Construction Marysville Joint Unified School District Facilities Department 1919 B Street Marysville, CA 95901 (530) 749-6174 office; (530) 741-3718 fax
- XIX. Incomplete submittals, incorrect information, or late submittals or any attempt to contact or influence a member of the Board of Trustees may be cause for immediate disqualification. Issuance of this RFQ does not commit the District to award a contract or to pay any costs incurred in the preparation of a response to this RFQ. The District reserves the right to request additional information or clarification during the evaluation process. The District retains the right to reject any or all submittals. All respondents should note that the execution of any contract pursuant to this RFQ is dependant upon the approval of the Marysville Joint Unified School District in its sole discretion. District reserves the right to waive minor irregularities and omissions in the Statement of Qualifications.
- XX. Where a timely and complete Statement of Qualifications results in a decision that the contractor shall be prequalified, an appeal can be made. An appeal is begun by the Contractor delivering notice to Mark Allgire, Assistant Superintendent of Business Services (530) 749-6115 of its appeal of the decision, no later than two (2) business days after receipt of the District's decision. Without a timely appeal, the contractor waives any and all right to challenge the decision of the District, whether by administrative process, judicial process, or any other legal process or proceeding.

If the contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than five (5) business days after the District's receipt of the notice of appeal. The hearing shall be an informal process conducted by an administrator given responsibility to hear such appeals. At or prior to the hearing, the contractor will be advised of the basis for the District's pre-qualification determination. The contractor will be given the opportunity to present information and present reasons in opposition thereto. Within one (1) day after the conclusion of the hearing, the District will render its decision.



# Marysville Joint Unified School District

1919 B Street ~ Marysville, CA 95901

PH: 530 749-6174 FX: 530 741-3718

Date

Company Name
Address
Address

Attention:

Contact Name

RE:

Marysville Joint Unified School District

Request for Qualification Submittal

**Agenda: RFQ Presentation** 

Mr. Contact:

Herein, please find the agenda for the meeting scheduled on date. The agenda shall assist in preparing for the presentation and includes the minimum required information to be presented.

Should your company choose to use power point in presenting, the District will have a projector ready for use.

If you have any questions please feel free to call the number above. Thank you for your interest and we look forward to meeting with you.

Respectfully, Facilities Department

Victor C. Lopez Director of Construction

#### Agenda

Time:

time

**Duration of Presentation:** 

hours/minutes

Location:

MJUSD District Office, conference room #

**Interview Panel:** 

Director of Maintenance

Director of Planning and Design

**Director of Construction** 

**Project Architect** 

Company presenting shall have no more than four individuals. Within the group, include someone with authority to make contractual decisions, a project manager and an office support member.

#### Items of discussion:

- 1. Describe company size and location.
- 2. Describe company history and experience in general.
- 3. Describe company history and experience with K-12.
- 4. Describe your experience with Lease Leaseback.
- 5. Describe your experience with alternative construction delivery methods.
- 6. Discuss individual employee experience with Lease Leaseback or alternative construction delivery methods.
- 7. Describe company experience with value engineering.
- 8. Describe company experience with constructability reviews.
- 9. Provide sample Guaranteed Maximum Price breakdown cost sheet and describe.
- 10. Describe how the company manages the flow of information between all parties including field personnel.
- 11. Describe the software or web-based systems used for information sharing.
- 12. Describe your methods to identify and select subcontractors, include strategies for packaging trades during bidding.
- 13. Describe the work that the company self-performs.
- 14. Describe your experience in managing contingencies and the methods for controlling the use of Lease Leaseback contingencies.
- 15. Describe the company record with cost overages.
- 16. Describe the software used to create the project schedule and the method for managing and maintaining the schedule, including conformance by subcontractors.
- 17. Describe why the company is qualified for 5 20 million dollar projects; include specific examples of past projects.
- 18. Describe company experience with LEED/CHPS construction (Green Construction)
- 19. Describe company bonding and insurance capacity.
- 20. Describe the commitment of company principals throughout the project

# Page 1 of 5 Print Date: 8/19/2009

No.	Company Name	Contact Name	Location	License Type	K-12 Exp.	LLB Exp.	Facilities / Contractor Requested Meeting
25	Combs Construction	Scott Combs	Cameraon Park	General B	Yes	Yes	Yes
26	Congevity Roofing	Not a General		Roofing	Not a General		
27	Crown Development	left message	Yuba City				
28	C & T Construction	out of business					
29	D & A Construction	JR	Yuba City	General B	Residential		
30	Daniels Construction	No Answering Service	Yuba City	General B	Residential		
31	Darwazeh Construction (Concrete)	Not a General	Yuba City		Concrete	No	
32	David Tracey Construction		Marysville				
33	Design Consultants	left message	Yuba City	General B	Residential		
34	Dunmar Construction	Phone disconnected					
35	EnerTec & Associates	No Answering Service	Marysville	General			
36	Eric Less Painting	Not a General			Painter		
37	Feather River Commercial Construction	not interested	Yuba City				
38	Ferrero Innovations	left message	Marysville		Residential	•	
39	Fletchers Plumbing	Adam Fletcher	Yuba City	General A/B/C	Yes	Yes	Yes
40	F Miller Construction	Forest Miller	Olivehurst	General B	Yes	No	
41	FRCC, Inc.	Canceled Meeting		General B	Yes	No	
42	Geniella Construction (Concrete)	Not a General	Yuba City	General B	No	No	
43	Gold Country Construction	Joe	Yuba City	General B	No	No	
4	Greathouse Construction Co	left message	Yuba City	General B	Residential		
45	Grace Construction	Phone disconnected					
46	Green Inc.	Wendell Green	Yuba City	General B	Yes	No.	
47	Greg Ashburn	Greg	Yuba City	General B	No .	No	
48	Hagberg Construction	left message	Gridley	General B			
49	Hilbers	Jerry (not interested)	Yuba City	General B	Yes	No	Yes
20	Hollis Richard A Inc	Richard	Browns Valley				

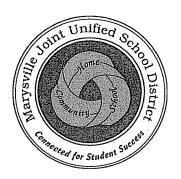
MJUSD Facilities Department C:\Documents\Marketing\_General Contractors '09, 7-311

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Company Name	Contact Name	Location	License Type	Туре	K-12 Exp.	LLB Exp.	Facilities / Contractor Requested Meeting
:		2					
101   & J Construction	IOIII	Ollve & DV			Not a General	0	
102 Tomei Construction	Ed Tomei	Yuba City	General	В	"Too busy"	No	
103 Tull Construction	left message	Yuba City			Residential		
104 Tuscano Construction	left message	Yuba City			Residential		
105 Tri-D Associated Builders	left message	Yuba City			Residential	-	
106 Triplett Construction	Jeff	Yuba City	General	ш	Residential	No	
(Main office is Sacramento)	Ken Harms (Canceled Meeting)	Marysville	General	В	Yes	Yes	
108 United Building Contractors	Jim Gilmore	Chico	General	В	Yes	Yes	Yes
109 Upstate Construction	No Answering Service						
110 Vanir/Otto	Ellie Ramirez	Sacramento	General	В	CM Based Company		Yes
111 Vision Construction	left message	Yuba City	General		Residential		
112 Whitsett Construction	left message						
113 Yancey Brothers	left message	Marysville	General		No		
114 Younger Construction	Phone disconnected	Sacramento	General	В			
115 Yuba Sutter Builders		Yuba City					
116 Wayne Neault Construction	Wayne Neault	Marysville	General	В	Yes	No	Yes
117 Webb Howard	left message						

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# MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT 1919 B STREET ~ MARYSVILLE, CA 95901



Attachment F

# LEASE LEASEBACK

## GUARANTEED MAXIMUM PRICE SUBMITTAL PROCEDURES

For

Marysville Joint Unified School District
Construction Services

Revision Date August 10, 2009

This Procedures Manual will provide the General Contractor ("GC") detailed information concerning specific administrative requirements and procedures for submitting the Guaranteed Maximum Price ("GMP") proposal.

Upon DSA approval of the Plans and Specifications and no more than four (4) weeks from date of receipt, GC shall provide District with the proposed Project GMP. The GMP will describe cost for construction of the Project, which shall become the basis for the Lease Agreements. The GMP submittal shall be clear, well organized, complete and demonstrate professionalism. It shall be on 8 ½" x 11" size papers, with dividers for each section and inclusive of:

- 1. GMP Cover: Include Project name.
- 2. Cover Letter: Brief and concise. Identifying Project and Site. The signatory shall be a person with official authority to bind the company.
- 3. Table of Contents: Include a complete and clear listing of headings and pages to allow easy reference to key information.
- 4. GMP spreadsheet: Include a binder tab with section name and provide spreadsheet (electronic file provided by District) clearly itemizing proposed costs associated with project. All proposed costs shall be listed in the order as shown in the table of contents of the project specification book.
- 5. Schedule Information: Include a binder tab with section name and provide preliminary project schedule using Microsoft Project or Primavera software. Detail on schedule shall be per requirements in facilities agreement.
- 6. Quote Information: Include a binder tab with section name and provide overall spreadsheet to identify all subcontractors contacted. Provide city on mailing address and quote number submitted. Organize by trade in the order as listed in the table of contents of the project specification book.
- 7. Quote Information: Include a binder tab with section name and provide a spreadsheet to identify all local subcontractors contacted. Provide city on mailing address and quote number submitted. Identify if the subcontractor was the low quote for the respective section. Organize by trade in the order as listed in the table of contents of the project specification book.
- 8. Quote Information: Include binder tabs with section name, separating each section of the scope divisions in the order as listed in the table of contents of the project specification book.
- 9. Quote Information: Within each section from item #7 above, provide a spreadsheet with a side-byside comparison of quotes received for the respective section. On this spreadsheet, the rows shall contain all scope within the respective section. The columns shall have the subcontractors name and identify with dollar amounts the scope included in the quote. Bottom line shall carry the total dollar amount for the quote. List quotes in order from low to high.
- 10. Quote Information: Behind item #8 above, for each section, include copies of all quotes received for the respective section in the order listed on the spreadsheet from item #8 above. Should a minimum of three quotes not be received for any one section, provide a copy of the advertisements to specific subcontractors with proof of delivery.
- 11. Quote Information: If GC plans on submitting a quote in an effort to self-perform work, the GC must request sealed quotes from subcontractors to be delivered to the MJUSD Facilities Department. The GC shall too submit a sealed quote. MJUSD will open and identify the low

quote, after which, copies will be sent back to the GC for a thorough review and breakdown of scope.

- 12. Advertisement: Include a section separated with a binder tab with section name for all documentation to show evidence of quote solicitation. Include copies of fax, letter, email and/or phone transmittals to show contact with subcontractors. Organize by trade in the order as listed in the table of contents of the project specification book.
- 13. Advertisement: Include a section separated with a binder tab with section name for advertisement in the Valley Contractors Exchange of Yuba City and include copy of the request.
- 14. Constructability Review: Include a section separated with a binder tab with section name and provide an itemized spreadsheet of items submitted for consideration to alter or modify project design.
- 15. Constructability Review: Include a binder tab with section name and provide an itemized spreadsheet of items from #14 above that were implemented to the project design, with proposed cost savings if applicable.
- 16. Value Engineering: Include a binder tab with section name and provide an itemized spreadsheet of items submitted for consideration to alter or modify project design.
- 17. Value Engineering: Include a binder tab with section name and provide an itemized spreadsheet of items from #16 above that were implemented to the project design, with proposed cost savings if applicable.
- 18. Preconstruction Services: Include a binder tab with section name and provide detailed reconciled invoice with back up documentation for preconstruction services and include copy of approved rate sheet.

The GMP submittal package shall be submitted in a three ring binder.

It is the responsibility of the GC to solicit and obtain quotes for each area of work that is to be subcontracted and/or self performed. The GC shall solicit quotes from qualified and dependable companies with a proven track record in school construction.

The GC shall submit to the District, at minimum, three quotes per subcontract. Proof of negative responses will be necessary if three quotes are not obtained.

The GC shall advertise in the Valley Contractors Exchange of Yuba City for a minimum of two weeks prior to accepting quotes from any and all subcontract work.

If GC intends to self perform any work related to the project, sealed quotes from GC and other interested companies are to be submitted to District for opening prior to finalizing GMP submittal, as stated above in item #11.

The GC shall also contact by phone, fax, email and/or regular mail the companies listed below to request quotes:

#### 02000 Site work

- 1. Brownsville Sand & Gravel (Brownsville)
- 2. Frank's Backhoe, Inc. (Marysville)

- 3. Hill & Hill Contracting (Yuba City)
- 4. Reedy, Wayne Construction (Marysville)
- 5. Twin Cities Tree Service (Yuba City)
- 6. YSDI for Waste Disposal (Marysville)

#### 02000 Fencing

- 1. Townsend Fencing (Marysville)
- 2. Superior Fencing (Yuba City)
- 3. R & R Fencing (Marysville)

#### 02000 Landscape

- 1. Barrow's Landscape (Yuba City)
- 2. Botanica Landscape (Yuba City)

#### 03000 Concrete

- 1. Cal West for Demo (Yuba City)
- 2. HC Heilman Construction (Marysville)
- 3. WDS Construction (Yuba City)
- 4. Wayne Neault Construction (Marysville)

#### 04000 CMU

1. Ensslin (Olivehurst)

#### 05000 Steel

1. Yetter Steel (Marysville)

#### **08000** Doors

- 1. Capitol Builders for Special-Lite FRP Doors (Sacramento)
- 2. Mescher Door Company (Marysville)

#### 08000 Windows

- 1. Buttacavoli (Marysville)
- 2. McCumbers Glass (Marysville)
- 3. Quick's Glass Service (Marysville)

#### 09000 Finishes

- 1. Budget Painting (Marysville)
- 2. Keith Drywall (Wheatland)
- 3. Laws Painting (Yuba City)

#### 15000 Plumbing

- 1. Fletchers Plumbing (Yuba City)
- 2. Frank M. Booth (Marysville)

#### 15000 Mechanical

- 1. Frank M. Booth (Marysville)
- 2. RB Spencer (Yuba City)
- 3. WV Alton (Yuba City)

#### 16000 Electrical

- 1. Wright One Electric (Yuba City)
- 2. Advanced Electric (Yuba City)
- 3. McCarley Electric (Yuba City)

#### 16000 Fire Alarm

1. Voltage Specialties (Paradise)

#### 16000 Security

1. Golden Bear Alarm (Marysville)

**16000 Low Voltage** - The following Contractors have provided the Technology Department with the necessary documentation to be included on the Approved Installers List.

- 1. Elite Cable Systems, Inc
  - o Contact: Raphael K Harris, Sales Manager
  - o Phone Number: 916-635-3303
  - o Address: 11366 Amalgam Way, Suite K Gold River, CA 95670
- 2. Guardian Communications, Inc.
  - o Contact: Tiffany Hill
  - o Phone Number: 916-641-5695
  - o Address: 4330 Pinell St. Sacramento, CA 95838
- 3. K S Telecom, Inc
  - o Contact: Ian Vander Linden
  - o Phone Number: 916-652-4735
  - o Address: P.O Box 330 Penryn, CA 95663
- 4. Tec-Com
  - o Contact: Todd Shelton
  - o Phone Number: 530-751-2155o Address: 2031 Live Oak Blvd
    - Yuba City, CA 95991

Compliance: the GMP submittal must be in strict accordance with the requirements as mentioned above. Any document not submitted in accordance with the requirements may result in rejection of submittal in its entirety.

#### Attachment G

### Marysville Joint Unified School District

io.	Subcontractors	Suppliere	Vendors
10.	Subcontractors	Suppliers	vendors
-	All Phase Mechanical	A&A Concrete Supply	7-Eleven
-	Alpine Roofing Inc	American Equipment Rentals & Sales	All Season RV
3	American Mechanical Construction, Inc	Arnes's Paint	AutoZone
_4	Barrow's Landscaping	Deatsch Insurance Agency	Ben's Toilet
5	Botanica Landscapes	H Miller Trucking	Butte Sand & Gravel
	Bryan Kawata Plumbing	Hasties Sand & Gravel	Cal Water
7	Cal West Concrete Cutting, Inc.	Holt of California	Carniceria el Torero
8	Eagle Ornamental Iron	Home Depot	Casa Carlos
9	Elite Builders	Hust Bros Inc	Chevron
10	Ellwanger	Kelly-Moore Paints	Chile's Grill
11	Escheman Construction	Marysville Plumbing & Hardware	Ciscos
12	Fletchers Plumbing	Mathews Ready Mix	City of Marysville
13	Frank's Backhoe	Meeks	Collins Lake
14	Genesis Engineering	North Valley Barricade	Dawson Oil
	GM Systems	Pace	Dragon Inn
_	Golden Bear Alarms	Pacific Pride	Dukes Diner
	H & H Trenching Inc.	Pacific Supply	Dynamic Vending
$\overline{}$	HC Heilman Concrete	Platt Electric Supply	Econo Gas
_	Hawkins Bros. Fence Co. & Contractors	Slakey Brothers	El Rey Mexican Restaurant
	Hill & Hill Contracting	Sutter Basin Landscaping Materials	Gold Eagle Market
	Jaeger Construction	Sutter Constructors	Hose Shop
	Keith Drywall	Teichert Aggregate	Les Schwab
	McCarley Electric	U-Haul Equipment Rental	Linda Water Company
	McCumber's Glass	Union Lumber Ace Hardware	Loma Rica Store
	Mescher Door Company	Wal- Mart	Maria's Mexican Restaurant
-	North Valley Plumbing	Western Aggregate	Mr. Pickles
	Patterson Taber	Yuba Sutter Debris Box Service	
	RB Spencer Mechanical	Yuba Sutter Disposal	Napa Auto Parts
		Tuba Sutter Disposar	Neighbors Pizza
	Richall Electric		Olivehurst Public Utility Department
-	Russell & Boals Painting		Peach Tree Restaurant
	STM Builders		PG&E
	Signature Sign Systems		Pizza Round Up
-	Superior Fence		PM Protection
	Tec- Com	<del></del>	Prestige Lock Service
-	The Door Company		Prime Time Pizza
	Townsend Fence		Quick Stop
_	Van Dorns		Regency Urgent Care Medical CO
	Warren Asbestos		Riebes Auto Parts
	WDS Construction		Roto Rooter
	Wright One Electric		Round Table Pizza
41	WV Alton Mechanical		Safeway
42	Yetter Steel		Sander's Pump & Irrigation
43			Silver Dollar
44			Staples
45			Subway
46			Tower Market
47			United Rentals
48			Wonderful Chinese Restaurant
49			Yuba City Scrap & Steel
50			Yuba Food

Page: 1 of 1 Print Date: 8/19/2009

#### Attachment H

### Marysville Joint Unified School District

lo.	Project Site	e Leaseback Projects  Project Name	Job No.	A/E Estimate	Projected/ Actual Start Date	Completion	Architect
		Proposed Projects				<u> </u>	
2	Johnson Park	Parking Lot, Bus Loop and Field Renovation	8057	\$700,000	October '09	NA	ATI
2	Lindhurst	Sports Equipment Storage Building	8066	\$585,000	October '09	NA	RGA
2	Loma Rica	New Classroom, Administration, Library and Kinder Buildings	8051	\$4,700,000	October '09	NA	RGA
2	Marysville High	Agriculture Barn	8027	\$250,000	October '09	NA NA	RGA
	Yuba Feather	Classroom Building	8038	\$4,500,000	October '09	NA	ANOVA
	Cordua	Classroom and Administration Modernization	8053	\$435,545	May '10	NA	IWA
	Johnson Park	Classroom Building	8056	\$3,000,000	May '10	N <u>A</u>	ATI
	Linda	Classroom Building- Increment 2	8078	\$5,000,000	May '10	NA	IW <u>A</u>
	Lindhurst	Sidewalk Replacement	8075	\$700,000	May '10	NA	RGA
	East Linda	New Intermediate School	8084	\$20,000,000	August '10	NA	RGA
	Ella	Parking Lot and Field Renovation	8083	\$1,000,000	August '10	NA	
	Foothill	New High School and Intermediate School	8021	\$22,000,000	August '10	NA	W+P
	District Office	Phase 1: Maintenance/Grounds/Trans		\$2,000,000	August '10	NA	
	Marysville High	Field Renovation		\$1,500,000	May '11	NA	RGA
	Olivehurst	Toilet Room Modernization	8074	\$500,000	May '11	NA	ATI
	Yuba Feather	Toilet Room Modernization	8054	\$554,525	May '11	NA	IWA
	District Office	Phase 2: Print shop/Warehouse/Food Service		\$2,000,000	August '11	NA NA	
	Covillaud	Two-Story Classroom Building	8060	\$6,000,000	October '11	NA NA	RGA
	MCAA	Black Box Theatre		\$5,500,000	October '11	NA	
	Arboga	Classroom Buildings	8081	\$6,000,000	May '12	NA	W+P
	Ella	Classroom Building and Bus Loop	8083	\$6,000,000	May '12	NA .	
	Johnson Park	Administration Modernization	8058	\$1,200,000	May '12	NA	ATI
_	Kynoch	Two-Story Classroom Building and Field Renovations	8077	\$6,500,000	May '12	NA	RGA
	Lindhurst	Parking Lot Improvements	8070	\$1,000,000	May '12	NA	RGA
		URM Modernization	33.1	\$3,500,000	August '12	NA	
	Marysville High Olivehurst	Classroom Building	8073	\$3,000,000	August '12	NA	ATI
	Marysville High	N. Auditorium Modernization	00,15	\$8,000,000	December '12	NA	
1.1	Iviarysville riigit	Total	<u> </u>	\$101,954,525			
	<del>-</del>	Projects In Progress		***************************************			
	Arboga	Sewer and Water	8036	\$605,895	1/12/2009	4/10/2009	ANOVA
		New Pre-School Building	8082	\$1,300,000	June '09	August '09	W+P
	Arboga Browns Valley	New Classroom Building and Site Improvements	8040	\$4,191,806	Sept. '09		T
	"		8001	\$1,506,385	3/23/2009	9/11/2009	
	Cedar Lane	Building "A" Modernization	8071	\$614,702	4/20/2009	7/24/2009	
	Cedar Lane	Field Renovation  New Multi-Purpose Building and Modernization at Building "A"	8019	\$5,133,381	3/11/2009	4/11/2010	
	Dobbins	Administration, Multi-Purpose and Classroom Buildings- Increment 2	8018	\$9,158,224	6/25/2008	9/30/2009	· · · · · · · · · · · · · · · · · · ·
	Edgewater		8078	\$1,200,000	June '09	August '09	
	Linda	Parking Lot Reconstruction	8037	\$8,000,000	July '09	July '10	
	Lindhurst	New Science Building	8041	\$11,940,233	4/6/2009	4/5/2010	
	Marysville High	New Science Building and Parking Lot- Increment 2	8042	\$1,247,000	June '09	August '09	
	Marysville High	Stadium Access Upgrades and Pool House Modernization	8027	\$600,000	July '09	September '09	
	Marysville High	New Agriculture Complex	8020	\$7,591,919	1/5/2009	2/20/2010	
	McKenney	New Gymnasium Building and Modernization at Buildings "B" and "C"	8072	\$678,832	4/20/2009	7/24/2009	1
	Olivehurst	Field Renovation	1	- · · · · · · · · · · · · · · · · · ·	July '09		
	Olivehurst	Interim Housing for Administration	8035	\$137,456			ANOVA
	WT Ellis	Demolition- Facilities and Site Utilities	8017	\$490,000	12/22/2008	5/8/2009	
	Yuba Feather	Technology Upgrades	8069	\$125,000	4/8/2009 5/4/2009	4/2/2010	
18	Yuba Gardens	New Gymnasium and Library Building	8047	\$7,982,033 \$62,502,866	5/4/2009	41212010	11.07

### Marysville Joint Unified School District

No.	Project Site	Project Name	Job No.	A/E Estimate	Projected/ Actual Start Date	Completion	Architect
		Completed Project	s				
1	Arboga	Interim Housing	8033	\$840,000	7/24/2008	8/15/2008	W+P
2	Browns Valley	Miscellaneous ADA Improvements (Site 1 of 3)	8014	\$22,480	3/6/2008	6/6/2008	RGA
3	Cedar Lane	Bus Loop Modifications	8026	\$50,000	6/23/2008	8/8/2008	ANOVA
4	Cedar Lane	Interim Housing	8016	\$1,500,000	4/28/2008	8/8/2008	ANOVA
5	Cordua	Road Side Barrier	8044	\$435,970	7/9/2008	8/22/2008	ANOVA
6	Covillaud	Interim Housing	8022	\$62,000	4/2/2008	6/6/2008	ANOVA
7	District Office	Interim Housing	8024	\$206,246	5/7/2008	6/6/2008	ANOVA
8	Dobbins	New Play Yard	8049	\$187,709	7/28/2008	8/22/2008	RGA
9	Dobbins	New Wastewater Treatment System	8067	\$165,812	8/26/2008	10/10/2008	N/A
10	Ella	Pre-School: New Play Yard	8039	\$153,081	6/25/2008	8/8/2008	ANOVA
11	Kynoch	Interim Housing	8015	\$304,976	4/28/2008	8/8/2008	ANOVA
12	Kynoch	N. Parking Lot Reconstruction	8025	\$698,900	7/14/2008	8/8/2008	ANOVA
	Kynoch	Pre-School and Child Center- New Play Yard	8031	\$311,160	7/14/2008	8/8/2008	ANOVA
	Linda	Fire Alarm System Upgrade	8048	\$219,576	12/15/2008	2/20/2009	ANOVA
15	Linda	Shade Structures	8055	\$73,568	7/9/2008	8/8/2008	IWA
16	Linda	Interim Housing	8028	\$683,760	7/9/2008	8/8/2008	IWA
17	Linda	Pre-School Portable Building and Apparatus Area	8052	\$728,207	9/17/2008	10/31/2008	IWA
18	Lindhurst	Interim Housing and Relocation	8034	\$614,057	6/25/2008	8/8/2008	RGA
19	Loma Rica	New Wastewater Treatment System	8065	\$245,150	7/7/2008	8/8/2008	N/A
20	Marysville High	Miscellaneous ADA Improvements (Site 2 of 3)	8014	\$230,627	3/6/2008	6/6/2008	RGA
21	Marysville High	New Flooring at Kitchen and Multi- Purpose	8043	\$148,520	7/8/2008	8/8/2008	N/A
	McKenney	Miscellaneous ADA Improvements (Site 3 of 3)	8014	\$173,893	3/6/2008	6/6/2008	RGA
23	Olivehurst	Garden Arbor and Greenhouse	8032	\$32,000	6/25/2008	8/8/2008	ANOVA
	Olivehurst	Pre-School and Child Center- Play Yard and Parking Lot Upgrades	8045	\$389,521	6/25/2008	8/8/2008	ANOVA
	Yuba Gardens	Interim Housing	8029	\$716,179	6/23/2008	8/8/2008	RGA
	Yuba Gardens	Hard- Court Renovation	8030	\$299,250	6/23/2008	8/8/2008	RGA
	Yuba Gardens	Interim Housing with Upgrades to Track, Field and Parking	8023	\$2,388,505	6/23/2008	8/8/2008	RGA
	Yuba Gardens	Technology Upgrades	8068	\$132,000	12/9/2008	2/27/2009	RGA
		Total		\$11,150,666			
		Grand Total		175,608,057		-	



## Yuba County Sheriff's Department

Steven L. Durfor, Sheriff - Coroner

215 5th Street, Suite 150, Marysville, CA 95901 Ph: 530-749-7777 • Fax: 530-741-6445

JUL 1 0 2009

July 10, 2009

The Honorable Julia Scrogin Yuba County Superior Court 215 5<sup>th</sup> Street, Suite 200 Marysville, CA 95901 YUBA COUNTY SUPERIOR COURT
H. STEPHEN KONISHI
SUPERIOR COURT CLERK
BY
COUNT CLERK

RE: Response to 2008/2009 Grand Jury Findings and Recommendations

Dear Judge Scrogin:

This letter, provided pursuant to California Penal Code Section 933, is the Yuba County Sheriff's Department's response to 2008/2009 Grand Jury Final Report – Findings and Recommendations concerning the investigation into the Yuba County Sheriff's Department – Yuba County Jail and Yuba County Sheriff's Department – Animal Care Services.

I would like to express my thanks to the 2008/2009 Yuba County Grand Jury for their dedication and professional approach to their duties. It was a pleasure meeting with them and discussing our operations. I would also like to thank them for granting a commendation concerning our development of a strategic plan and recognizing the plan as our path to improvement and accountability.

Please accept the following response to the 2008/2009 Grand Jury Findings and Recommendations:

#### YUBA COUNTY JAIL

Finding 1

The Exposure Control Plan is outdated with the last revision being completed in September 2001. The OSHA Regulation (29CFR, Section 1910.1030) requires that the Exposure Control Plan be reviewed on an annual basis.

We agree with this finding, though the proper regulation is the Title 8, Section 5193(c)(1). Because the state regulation is more stringent, we are required to abide by it rather than the federal regulation.

#### Recommendation 1

*Update the Exposure Control Plan and establish a procedure to ensure the plan is reviewed on an annual basis.* 

#### Response to Recommendation 1

The recommendation has been implemented. The exposure control plan for the jail is contained in Jail Policy D-209 and was written to conform to guidelines established by the Center for Disease Control. This policy was reviewed in June 2009 and was found to be sufficient. In the future this policy will be reviewed and updated annually.

#### Finding 2

Proper procedures for personnel (staff and inmates) working in the laundry facility are not being followed. Training of inmates working in this area is not adequate.

- a. Laundry inmate workers were found to be eating in the laundry room.
- b. Laundry inmate workers were not wearing gloves or aprons (though they were available) while working in the laundry.
- c. Inmates were locked in the laundry room while working.
- d. Could not determine if inmates were offered hepatitis B vaccinations as required by OSHA Regulation (29 CFR, 1910.1030) and Cal OSHA (Title 8, 5193)

We partially disagree with this finding.

- a) We agree with this finding.
- b) Title 8, Section 5193(d)(J)(2) which is the companion section to 29 CFR Section 1010.1030(d)(4)(iv)(B) states, "The employer shall ensure that employees who have contact with contaminated laundry wear protective gloves and other appropriate personal protective equipment." There is no requirement that gloves or other protective equipment be worn at all times in the laundry and it is our understanding that inmates were engaged in folding clean laundry when observed. Inmates are required to wear gloves when handling dirty laundry. Staff and inmates workers, utilizing good personal protective practices, consume many cases of gloves annually.
- c) We agree.
- d) We agree.

#### Recommendation 2

Provide training to inmate workers for exposure situations. The laundry personnel need to be offered hepatitis B vaccinations in accordance OSHA regulation (29 CFR 1910.1030), Appendix A. If any inmate declines the vaccination then a written record should be kept on file noting this.

#### Response to Recommendation 2

Inmates receive training prior to assignment to the laundry and the training includes safety training and equipment operations. The recommendation was already being complied with.

The grand jury recommended that inmates working in the laundry be provided with Hepatitis B inoculation. The County Health Officer was already in the process of getting free Hepatitis B/Hepatitis A vaccine for all of our inmates. This was being arranged because of the high Hepatitis C rates in Yuba County and thought it would reduce mortality and morbidity.

#### Finding 3

Female inmates are not offered vocational training in electrical or carpentry courses and the male inmates are not offered life skills training.

We agree with this finding.

#### Recommendation 3

Establish a method to offer the same training to all inmates.

#### Response 3

Part of the jail's mission is to prepare prisoners mentally and physically for their successful reintegration into the community. Optional vocational training is offered to inmates. It is not feasible operationally or financially to expand programs and offer equal training to both male and female inmates. There is no requirement to do this.

#### Finding 4

The laundry area was built for a smaller jail. Though it meets CCR Title 15 requirements, it requires extended shifts to ensure clean laundry is provided to all inmates.

We partially disagree with this finding. The laundry area was moved to its current location during the jail expansion in 1994/1995. The laundry was previously located in part of the space currently occupied by the jail kitchen, which was also expanded in 1994/1995.

#### Recommendation 4

Establish a plan to replace or increase the size of the laundry to maintain the CCR Title 15 requirements as well as the needs of the inmates.

#### Response 4

There is no viable alternative space within the security perimeter of the jail to expand the jail laundry. Any expansion efforts would be *very* costly and would create security issues. The current laundry operation is adequate and meets the needs of the facility and the inmates.

#### Finding 5

The computer system in the control room is approximately fourteen years old, but is currently working adequately. In terms of technology's exponential improvements over the past decade, this system is outdated but functional.

We partially disagree with this finding. The computer system is not fourteen years old. The graphic panels that operate doors, elevators, etc. are that age, but the computer system and software behind the panels is much more current. While it would be highly desirable to always be on the cutting edge of technology, being fiscally responsible with taxpayer money is also desirable.

#### **Recommendation 5**

The county needs to continue to upgrade software as available, but needs to plan ahead for the replacement of the system within the next five years.

#### Response 5

The department has implemented an aggressive plan to improve and upgrade computer hardware and software throughout the divisions as is evidenced by wireless communications in the patrol vehicles, automated medical records, and server and computer upgrades throughout the department including the jail control rooms.

The security electronics for the jail consisting of graphic panels, door controls, elevator controls, light and intercom controls were installed approximately 15 years ago with the jail expansion project. Replacement parts are available and this system has been very reliable. The department's strategic plan has identified a goal that includes the assessment of systems and the development of a long-range plan that addresses system upgrades. The cost to upgrades these systems will likely exceed \$500,000.

#### ANIMAL CARE SERVICES

#### Finding 1

The surgery and recovery room are not utilized as originally intended resulting in lost revenue to the county. In addition, not having a clinic in the county requires the community to seek lower-cost services in overbooked out-of-county locations.

We disagree with this finding. We do not know what methodology was used to determine that the surgery and recovery room would generate revenue for the county. The costs incurred in hiring a contract veterinarian as well as the associated overhead would be unrecoverable if the services provided are done so as a "low cost" service. If not low-cost, residents could simply take their pet to a local veterinarian. The Yuba Sutter SPCA provides a low cost spay, neuter and vaccination clinic to all local residents. In addition, low cost vaccinations are offered, with no appointment necessary, 3 to 4 days a week. Appointments for altering pets are usually made within 3 to 4 weeks. As part of our adoption program, adult dogs and cats, who are adopted here at the shelter, are already spayed or neutered before being sent home with the new owner.

#### Recommendation 1

Establish a contract with a veterinarian to be put on retainer or hire part-time staff. This would generate revenue for the county by administering vaccines, spaying and neutering animals and meet the new requirements outlined in the "Hayden Law".

#### Response 1

This recommendation will not be implemented for the reasons stated above.

#### Finding 2

Food and Agriculture Code 31108 requires an extended holding period for animals, above and beyond the current county ordinance requirements, with exception in the case of increased business hours (e.g. 7:00 p.m. one weekday).

We disagree with this finding. Food and Agriculture Code Section 31108 (a) (1) says "If the public or private shelter has made the dog available for owner redemption on one weekday evening until at least 7:00 p.m. or **one weekend day**, the holding period shall be four business days, not including the day of impoundment.". We have opted for the second option of a weekend day by holding business hours on Saturdays.

#### Recommendation 2

The hours need to be extended at least one weekday to 7:00 p.m. to meet the "Hayden Law's" intent that "Shelters should be open during business hours that permit working pet owners to redeem pets during non-working hours." Further research would be required in order to find the best solution to meet the intent of the law.

#### Response 2

The recommendation will not be implemented because Food and Agriculture Code Section 31108 (a) (1) says "If the public or private shelter has made the dog available for owner redemption on one weekday evening until at least 7:00 p.m. or one weekend day, the holding period shall be four business days, not including the day of impoundment.". We have opted for the second option of a weekend day by holding business hours on Saturdays.

#### Finding 3

In the last year there have been more animals found abandoned due to foreclosures in the area, as well as people not being able to afford continued care for their animals.

We agree with this finding.

#### **Recommendation 3**

None

#### Response 3

None

Finding 4

The county lost approximately \$49,000 in dog licensing revenue due to nearly half of the pet owners not responding to ACS' letters.

We agree with this finding.

#### Recommendation 4

Establish a procedure to increase the payments for dog licenses, including but not limited to, visits from officers to the homes. The collection of fees would help funding of a staff position for ACS.

Response 4

Dog owners are mailed a series of 3 notices to renew their dog's licenses. In the past, when Animal Care Services had more paid staff, multiple follow up visits were conducted, most often resulting in finding no one home. We have experienced a number of staff injuries (on and off duty) that has left us with minimum staff or less each day. Handling calls is currently consuming all of the officers time. When all staff are working, we may find ourselves with some uncommitted time to make home visits concerning licensing fees but hiring an addition ACS officer hoping to generate sufficient funding to pay the salaries and benefits is a risky proposition.

#### Conclusion

Again, I would like to thank the 2008/2009 Yuba County Grand Jury for their service and for the opportunity to respond to the findings and recommendations. I look forward to working with the 2009/2010 Grand Jury. If you have any questions, please feel free to contact me at 749-7779.

Sincerely,

Steven L. Durfor

Sheriff-Coroner

# The County of Yuba

### OFFICE OF THE BOARD OF SUPERVISORS

September 15, 2009



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SEP 1 7 2009

The Honorable Julia Scrogin Grand Jury Presiding Judge Yuba County Superior Court 215 Fifth Street, Suite 200 Marysville, CA 95901 YUBA COUNTY SUPERIOR COURT
H. STEPHEN KONISHI
SUPERIOR COURT CLERK

Re: RESPONSE TO 2008/09 GRAND JURY RESPONSE

Dear Judge Scrogin:

Provided pursuant to Penal Code Section 933(c) is the comments from the Board of Supervisors related to the findings and recommendations contained in the 2008/09 Grand Jury Final Report. Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provision of Penal Code Section 933.05(c). Therefore, we incorporate the responses of the various departments with our responses.

#### SHERIFF'S DEPARTMENT/ANIMAL CARE SERVICES

#### Finding 1:

The surgery and recovery room are not utilized as originally intended resulting in lost revenue to the county. In addition, not having a clinic in the county requires the community members to seek lower-cost services in overbooked out-of-county locations.

#### Response to Finding 1:

Disagree with this finding. We do not know what methodology was used to determine that the surgery and recovery room would generate revenue for the county. The costs incurred in hiring a contract veterinarian as well as the associated overhead would be unrecoverable if the services provided are done so as a "low cost" service. If not low-cost, residents could simply take their pet to a local veterinarian. The Yuba Sutter SPCA provides a low cost spay, neuter and vaccination clinic to all local residents. In addition, low cost vaccinations are offered, with no appointment necessary, three to four days a week. As part of our adoption program, adult dogs and cats who are adopted here at the shelter, are already spayed or neutered before being sent home with the new owner.

The Board of Supervisors concurs with the response provided by the Sheriff's Department to Finding 1.

#### SUPERVISORS

#### Recommendation 1:

Establish a contract with a veterinarian to put on retainer or hire part-time staff. This would generate revenue for the county by administering vaccines, spaying and neutering animals and meet the new requirements outlined in the "Hayden Law".

#### Response to Recommendation 1:

This recommendation will not be implemented for the reasons stated above.

The Board of Supervisors concurs with the Sheriff's Department's response to Recommendation 1.

#### Finding 2:

Food and Agriculture Code Section 31108 requires an extended holding period for animals, above and beyond the current county ordinance requirements, with exception in the case of increased business hours (e.g. 7:00 p.m. one weekday).

#### Response to Finding 2:

We disagree with this finding. Food and Agriculture Code Section 31108(a)(1) says "If the public or private shelter has made the dog available for owner redemption on one weekday evening until at least 7:00 p.m. or one weekend day, the holding period shall be four business days, not including the day of impoundment". We have opted for the second option of a weekend day by holding business hours on Saturdays.

The Board of Supervisors believes that the holding of business hours on Saturday meets the requirement stipulated in Food and Agriculture Code Section 31108(a)(1).

#### Recommendation 2:

The hours need to be extended at least one weekday to 7:00 p.m. to meet the "Hayden Law's" intent that "Shelters should be open during hours that permit working pet owners to redeem pets during nonworking hours". Further research would be required in order to find the best solution to meet the intent of the law.

#### Response to Recommendation 2:

The recommendation will not be implemented because Food and Agriculture Code Section 31108(a)(1) says "If the public or private shelter has made the dog available for owner redemption on one weekday evening until at least 7:00 p.m. or one weekend day, the holding period shall be four business days, not including the day of impoundment". We have opted for the second option of a weekend day by holding business hours on Saturdays.

The Board of Supervisors concurs with the Sheriff Department's response to Recommendation 2.

#### Finding 3:

In the last year there have been more animals found abandoned due to foreclosures in the area, as well as people not being able to afford continued care for their animals.

#### Response to Finding 3:

We agree with this finding.

The Board of Supervisors agrees with this finding.

#### Recommendation 3:

None

#### Finding 4:

The county lost approximately \$49,000 in dog licensing revenue due to nearly half of the pet owners not responding to the ACS letters.

#### Response to Finding 4:

We agree with this finding.

The Board of Supervisors agrees with this finding.

#### Recommendation 4:

Establish a procedure to increase the payments for dog licenses, including but not limited to, visits from officers to the homes. The collection of the fees would help in the funding of a staff position for ACS.

#### Response to Recommendation 4:

Dog owners are mailed a series of three notices to renew their dog's licenses. In the past, when Animal Care Services (ACS) had more paid staff, multiple follow up visits were conducted, most often resulting in finding no one home. We have experienced a number of staff injuries (on and off duty) that has left us with minimum staff or less each day. Handling calls is currently consuming all of the officer's time. When all staff is working, we may find ourselves with some uncommitted time to make home visits concerning licensing fees, but hiring an additional ACS officer hoping to generate sufficient funding to pay the salaries and benefits, is a risky proposition.

As noted in Finding 3, more residents are unable to afford continued care of their animals. Consequently, it appears unlikely that these unpaid fees could be collected just by adding additional staff, if the true reason for lack of payment is due to inability to pay. In addition, the County of Yuba has deleted 127 staff positions since the beginning of Fiscal Year 2008-09. Adding an Animal Care Services Officer on the hope that this position could be cost-covering could risk further cutbacks in other County services if the position did not obtain sufficient revenue. Therefore, the Board of Supervisors agrees with the Sheriff Department's response.

#### DEPARTMENT OF CHILD SUPPORT SERVICES

#### Finding 1:

In 2006, the CSS implemented technological updates to the various recordkeeping and tracking systems to meet FC Section 17304, requiring the accuracy of records,

expediency in recording payments, and streamlining wage garnishment processes for employers. The Committee found that discrepancies of records exist in recording payments and wage garnishment from employers. It was also found that employers do not have access to CSS personnel in order to help in resolving garnishment issues.

#### Recommendation 1:

The CSS should establish a procedure to enhance communication in resolving wage garnishment issues. For example, create a form which authorizes the non-custodial parent's employer to work on his/her behalf in expediting resolution of wage garnishment issues.

#### Response to Finding 1 and Recommendation 1:

The State Disbursement Unit (SDU) has recorded all payments since Yuba County Department of Child Support Services (YCDCSS) transitioned to the SDU in March of 2006. We are unable to effectively respond to the finding that discrepancies of records exist in recording payments and wage garnishment from employers without being able to research the specific case that the complaint is in regard to, and also based on the fact that YCDCSS does not record the payments; the State Department of Child Support Services does this via the SDU.

The YCDCSS policies do allow for case managers to discuss payment related matters with employers that are sending in wage garnishment payments. YCDCSS already has in place a form entitled Request and Authorization for Release of Information that can be completed by a parent if they wish for an entity to discuss other aspects of a case with the department on their behalf.

#### Finding 2:

Complainant and complainant's employer stated to the Committee that the CSS staff was abrupt and indifferent to wage garnishment concerns and unresponsive to telephone calls. In addition, the complainant had multiple case managers resulting in the complainant being unable to effectively discuss or to reconcile payment errors with CSS.

#### Recommendation 2:

The CSS must follow and enforce established procedures with respect to customer service. The Management should require all case managers to be Customer Service Certified and agree to continuous training. In addition, CSS must improve the method of transferring cases between the case managers to avoid the ineffectiveness and inconsistency of customer service, as experienced by the complainant.

#### Response to Finding 2 and Recommendation 2:

The YCDCSS practice is that all phone calls be returned within three (3) working days of receipt of the call or message. This is monitored by the supervisors. A task is entered into the computer system and a note is entered into the case by the receptionist each time a call is transferred to a case manager. The supervisor can run a report of the tasks for each of their staff and review the cases to ensure that calls are being returned timely.

It is possible that the complainant may have had multiple case managers. When case managers are out of the office for extended periods of time, caseloads have to be reassigned to other case managers. As cases are re-assigned the current computer system will send a task to the newly assigned case manager advising them that they have a new case in their caseload.

To aid with the customer service training recommendation, the YCDCSS training coordinator has scheduled training for the entire YCDCSS staff which is ongoing.

#### Finding 3:

The Committee found that CSS only responds to those non-custodial parents persistent enough to seek fair and correct entries for their payments. The CSS' policy is inflexible and burdensome to both the employer and the employee. The employees who are paid at the end of the month, that have with no option to alter payments dates, will constantly be in arrears.

#### Recommendation 3:

With a clear legislative mandate to ensure reasonable access, visibility and accountability to the public, the CSS must adapt to payroll policies of the public.

#### Response to Finding 3 and Recommendation 3:

The State Department of Child Support Services recognized that with the implementation of the SDU and opting to use the date of receipt as the date captured for payments made rather than the date that the money was withheld, that the change would result in potential arrearages for a subset of non-custodial parents paying through wage withholdings. A query was done to identify all obligors impacted by the change. The State Department of Child Support Services advanced funds to offset the effects of the creation of arrears resulting at the implementation of the SDU. The advance payment was applied to the non-custodial parents' case with an effective date within the month prior to transition in order to reverse any accrued interest charge resulting from transition arrears. Because specific case information was not provided, the department is unable to verify if the complainant was a beneficiary of the advance payments, although he/she may have been, due to the statements included in the Final Report, Facts and Observations, where it is indicated that interest payments were later reversed.

The recommendation to adapt to payroll policies of the public will not be implemented. CSS Letter 05-26 issued September 21, 2005, by the State Department of Child Support Services regarding Legal Date of Collection notifies the local child support agencies of the change to the legal date of collection to date of receipt by the SDU when the county transitions to the SDU. YCDCSS must adhere to CSS Letter 05-26 under California Family Code § 17310, Regulations & general policies. Therefore, YCDCSS is not able to adapt to payroll policies of the public.

#### SHERIFF'S DEPARTMENT/JAIL

#### Finding 1:

The Exposure Control Plan is outdated with the last revision being completed in September 2001. The OSHA Regulation (29 CFR, Section 1910-1030) requires that the Exposure Control Plan be reviewed on an annual basis.

#### Response to Finding 1:

Agree with this finding, though the proper regulation is the Title 8, Section 5193 (c) (1). Because the state regulation is more stringent, we are required to abide by it rather than the federal regulation.

#### Recommendation 1:

Update the Exposure Control Plan and establish a procedure to ensure the plan is reviewed on an annual basis.

#### Response to Recommendation 1:

The recommendation has been implemented. The exposure control plan for the jail is contained in Jail Policy D-209 and was written to conform to guidelines established by the Center for Disease Control. The policy was reviewed in June 2009, and was found to be sufficient. In the future this policy will be reviewed and updated annually.

#### Finding 2:

Proper procedures for personnel (staff and inmates) working in the laundry facility are not being followed. Training of inmates working in this area is not adequate.

- a. Laundry inmate workers were found to be eating in the laundry room.
- b. Laundry inmate workers were not wearing gloves or aprons (though they were available) while working in the laundry.
- c. Inmates were locked in the laundry room while working.
- d. Could not determine if inmates were offered Hepatitis B vaccinations as required by OSHA Regulation (29 CFR, Section 1910.1030) and Cal OSHA (Title 8, Section 5193).

#### Response to Finding 2:

We partially disagree with this finding.

- (a) We agree with this finding.
- (b) Title 8, Section 5193(d)(j)(2) which is the companion section to 29 CFR Section 1010.1030(d)(4)(iv)(B) states, "The employer shall ensure that employees who have contact with contaminated laundry wear protective gloves and other appropriate personal protection equipment." There is no requirement that gloves or other protective equipment be worn at all times in the laundry and it is our understanding that inmates were engaged in folding clean laundry when observed. Inmates are required to wear gloves when handling dirty laundry. Staff and inmate workers, utilizing good personal protective practices, consume many cases of gloves annually.

- (c) We agree
- (d) We agree

#### Recommendation 2:

Provide training to inmate workers for exposure situations. The laundry personnel need to be offered Hepatitis B vaccinations in accordance OSHA regulation (29 CFR 1910.1030), Appendix A. If any inmate declines the vaccination then a written record should be kept on file noting this.

#### Response to Recommendation 2:

Inmates receive training prior to assignment to the laundry and the training includes safety training and equipment operations. The recommendation was already being complied with.

The grand jury recommended that inmates working in the laundry be provided with Hepatitis B inoculation. The County Health Officer was already in the process of getting free Hepatitis B/Hepatitis A vaccine for all of our inmates. This was being arranged because of the high Hepatitis C rates in Yuba County and thought it would reduce mortality and morbidity.

#### Finding 3:

Female inmates are not offered vocational training in electrical or carpentry courses and the male inmates are not offered life-skills training.

#### Response to Finding 3:

We agree with this finding.

#### Recommendation 3:

Establish a method to offer the same training to all inmates.

#### Response to Recommendation 3:

Part of the jail's mission is to prepare prisoners mentally and physically for their successful reintegration into the community. Optional vocational training is offered to inmates. It is not feasible operationally or financially to expand programs and offer equal training to both male and female inmates. There is no requirement to do this.

#### Finding 4:

The laundry area was built for a smaller jail. Though it meets CCR Title 15 requirements, it requires extended shifts to ensure clean laundry is provided to all inmates.

#### Response to Finding 4:

We partially disagree with this finding. The laundry area was moved to its current location during the jail expansion in 1994/1995. The laundry was previously located in part of the space currently occupied by the jail kitchen, which was also expanded in 1994/1995.

#### Recommendation 4:

Establish a plan to replace or increase the size of the laundry to maintain the CCR Title 15 requirements as well as the needs of the inmates.

#### Response to Recommendation 4:

There is no viable alternative space within the security perimeter of the jail to expand the jail laundry. Any expansion efforts would be *very* costly and would create security issues. The current laundry operation is adequate and meets the needs of the facility and the inmates.

#### Finding 5:

The county needs to continue to upgrade software as available, but needs to plan ahead for replacement of the system within the next five years.

#### Response to Finding 5:

We partially disagree with this finding. The computer system is not fourteen years old. The graphic panels that operate doors, elevators, etc. are that age, but the computer system and software behind the panels is much more current. While it would be highly desirable to always be on the cutting edge of technology, being fiscally responsible with taxpayer money is also desirable.

#### Recommendation 5:

The computer system in the control room is approximately fourteen years old, but is currently working adequately. In terms of technology's exponential improvements over the past decade, this system is outdated but functional.

#### Response to Recommendation 5:

The department has implemented an aggressive plan to improve and upgrade computer hardware and software throughout the division as is evidenced by wireless communications in the patrol vehicles, automated medical records, and server and computer upgrades throughout the department including the jail control rooms.

The security electronics for the jail consisting of graphic panels, door controls, elevator controls, light and intercom controls were installed approximately 15 years ago with the jail expansion project. Replacement parts are available and this system has been very reliable. The department's strategic plan has identified a goal that includes the assessment of systems and the development of a long-range plan that addresses system upgrades. The cost to upgrade these systems will likely exceed \$500,000.

#### Commendation:

The Sheriff's Department has developed a comprehensive strategic plan that has the ability to track past accomplishments and setbacks and for continuing to plan for and enact departmental improvements.

#### JUVENILE HALL/MAXINE SINGER YOUTH GUIDANCE CENTER

#### Finding 1:

The chemicals used in the laundry are in large buckets next to one of the washers and not secured.

#### Response to Finding 1:

We agree with this finding. A store of laundry chemicals is maintained in the laundry room adjacent to the washing machines. An automatic dispenser regulates the amount of chemical added to each load of laundry. Flexible plastic tubes carry the chemicals from five gallon buckets to the distribution pumps.

The Board of Supervisors concurs with this finding.

#### Recommendation 1:

Establish a caged area to lock the chemicals out of reach and to restrict access to the dangerous chemicals.

#### Response to Recommendation 1:

The recommendation has been partially implemented with full implementation expected to be completed by the end of August 2009. We have relocated storage of unused containers to a secure area behind the dryer room. Our Construction Technology class will be constructing a caged compartment wherein the containers currently in use will be maintained.

The Board of Supervisors agrees with Recommendation 1 and supports the full implementation of the Juvenile Hall project to restrict access to these chemicals.

#### Finding 2:

The wards working in the laundry are not trained in exposure control or offered Hepatitis B vaccinations as required by OSHA Regulation (29 CFR, Section 1910.1030).

#### Response to Finding 2:

We agree with this finding, however note that the most appropriate regulation is the Title 8, Sections 5193(c) (1). Owing to the fact that the state regulation is more stringent, we are required to abide by it rather than the federal regulation.

The Board of Supervisors concurs with this finding.

#### Recommendation 2:

Offer the laundry workers Hepatitis B vaccinations in accordance with OSHA Regulation (29 CFR, Section 1910.1030), Appendix A. If any ward declines the vaccinations, then there should be written documentation kept on file. Provide training to laundry workers for exposure situations.

#### Response to Recommendation 2:

This recommendation has been implemented. Minors assigned to laundry detail will be provided published materials addressing blood borne pathogens exposure. Hepatitis B vaccinations will be made available to all minors who are assigned to the laundry.

The Board of Supervisors notes the departmental response to this recommendation.

#### Finding 3:

Some of the holding area doors are scratched and are difficult to lock. The carpet is torn, which could result in injuries. The windows in the cells have paper stuffed into the holes around them and they are scratched with gang affiliations.

#### Response to Finding 3:

We agree with this finding.

The Board of Supervisors concurs with this finding.

#### Recommendation 3:

Replace and repair as necessary.

#### Response to Recommendation 3:

This recommendation has been partially implemented. All cell door locking mechanisms requiring maintenance are routinely addressed. The scratching on the doors is a pervasive issue which does not pose a safety concern, however, is unsightly. The carpet in the boy's day room has been replaced. The paper material stuffed in the windows is unsightly. This issue is exacerbated by the fact that the locking mechanisms on these windows are frozen in the locked position. An attempt to secure a method of opening these window frames will be undertaken.

The Board of Supervisors notes the departmental response above and will ensure the implementation of this recommendation.

#### Finding 4:

The Exposure Control Plan is outdated with the last revision being completed in September 2001. The OSHA Regulation (29 CFR, Section 1910.1030) requires that the Exposure Control Plan be reviewed on an annual basis.

#### Response to Finding 4:

We agree with this finding.

The Board of Supervisors agrees with this finding.

#### Recommendation 4:

Update the Exposure Control Plan and establish a procedure to ensure the plan is reviewed on an annual basis.

#### Response to Recommendation 4:

The recommendation has been implemented. The Exposure Control Plan is being rewritten to reflect current standards and regulations. Staff evaluation and review of this plan will be incorporated into our annual procedural review.

The Board of Supervisors notes the departmental action above regarding this recommendation.

#### **HEALTH & HUMAN SERVICES DEPARTMENT**

#### Finding 1:

The updated version of the Health and Human Services Department's Strategic Plan is incomplete. The Plan does not provide clear objectives and strategies to build an action plan for improvement.

#### Recommendation 1:

Establish a clear Strategic Plan with reachable objectives and strategies to implement an action plan, then implement the Plan.

#### Response to Finding 1 and Recommendation 1:

The Yuba County Health and Human Services Department (YCHHSD) agrees with the finding that the version of the YCHHSD's Strategic Plan provided to the Grand Jury is incomplete. During this fiscal year, HHSD will implement the Grand Jury's recommendation by further developing a Strategic Plan which is in alignment and consistent with Yuba County's Strategic Plan and reflective of the strategic priorities endorsed by the Yuba County Board of Supervisors in July 2009 and formally adopted on August 18, 2009.

The Board of Supervisors agrees with the recommendation and notes the adoption of its Strategic Plan and priorities at its August 18<sup>th</sup> meeting. The Board will ensure that the Health and Human Services Department's Strategic Plan coincides with the Board's.

#### Finding 2:

The C-IV system is web-based and more efficient than ISAWS, which will no longer be supported by the State after 2010. Yuba County is expected to implement C-IV in June 2010.

#### Response to Finding 2:

None required.

#### Finding 3:

The 2007 Children's Report Card was very informative and provided crucial information and positive insight of the children of Yuba County. The YCCC intended the report to be an annual publication but chose not to provide a report for 2008.

#### Recommendation 3:

The HHSD provided critical input to the Children's Report Card and if the YCCC does not continue to provide the report, the HHSD should establish a similar report annually or at least every other year.

#### Response to Finding 3 and Recommendation 3:

YCHHSD will not implement the Grand Jury's recommendation related to the Children's Report Card because it is not reasonable. We agree the report provided useful information and an excellent snapshot of the status of children and their families in Yuba County. However, it would be a significant undertaking for YCHHSD to develop a similar annual report, or even bi-annual report. As originally conceptualized, the report was a collaborative effort with information and statistics provided by a multitude of community partners. For the first report, YCHHSD took the lead to collate the data and prepare the report for publication. With current budget reductions and increasing workloads, YCHHSD does not have the staff time or budget to dedicate to a project of this magnitude. As originators of the project, the Yuba County Children's Commission (YCCC) should decide whether to publish an annual or bi-annual Children's Report Card and share the work amongst the member agencies.

The Board of Supervisors agrees that the report provided significant insights concerning the status of children in Yuba County and was well done. The Board further observes that the time and expense to produce such a document needs to be evaluated in light of the Health and Human Services Department's mandated activities and considerable workload increase due to current economic circumstances in Yuba County. Consequently, the Board will request the Health and Human Services staff to examine options that provide similar information on Yuba County's children to the public in a way that can minimize such time and expense.

#### COMMUNITY DEVELOPMENT AND SERVICES AGENCY

#### Finding 1:

The complaint process has improved and follows a chain of command for greater accountability.

#### Response to Finding 1:

We agree with this finding.

The Board of Supervisors concurs with this finding.

#### Recommendation 1:

The complaint form, process, and policy should be posted on the Community Development and Services Agency website. The staff is commended for streamlining the complaint process in the Building Department.

#### Response to Recommendation 1:

The recommendation has not yet been implemented, but is being worked on collectively on a Countywide basis for all County Departments and includes new software which will make emailing complaints, comments and questions easier for the public and tracking of this information easier for management. This action should be implemented within 12 months.

The Board of Supervisors will ensure the implementation of this recommendation.

#### Finding 2:

The future Residential Construction Guide will be a useful and necessary tool for do-it-yourselfers and the professional builders in Yuba County.

#### Response to Finding 2:

We agree with this finding.

The Board of Supervisors agrees with this finding.

#### Recommendation 2:

The Community Development and Services Agency needs to complete post and publicize the Residential Construction Guide as soon as possible.

#### Response to Recommendation 2:

The recommendation has not yet been implemented, but will be in fiscal year 2009/10. The Guide is close to completion however we are trying to make it as comprehensive and user friendly as possible which has resulted in additional revisions.

The Board of Supervisors will ensure that this recommendation is implemented.

#### Finding 3:

The Community Development and Services Agency continues to improve both customer relations and complaint resolution in the Building Department

#### Response to Finding 3:

We agree with this finding.

The Board of Supervisors concurs with this finding and further notes the high ranking the Community Development Services Agency has received for customer service from regional surveys.

#### Recommendation 3:

The Community Development and Services Agency should take the lessons learned with the streamlined complaint process in the Building Department and extend them throughout the Agency.

#### Response to Recommendation 3:

The recommendation has not yet been implemented, but is being worked on collectively on a Countywide basis for all County Departments and includes new software which will make emailing complaints, comments and questions easier for the public and tracking of this information easier for management. This action should be implemented within 12 months.

The Board of Supervisors will ensure the implementation of this recommendation.

#### COMMUNITY DEVELOPMENT AND SERVICES AGENCY/ CODE ENFORCEMENT DIVISION

#### Finding 1:

Based on the review of documents the policies and procedures currently in place in the Code Enforcement Division (CED) adequately manage and monitor each public nuisance complaint from inception to resolution.

#### Response to Finding 1:

We agree with this finding.

The Board of Supervisors agrees with this finding.

Recommendation 1: None

#### Finding 2:

The nature of public nuisance abatement is ongoing and fluid. As existing complaints are resolved new complaints are being logged and tracked.

#### Response to Finding 2:

We agree with this finding.

The Board of Supervisors agrees with this finding.

Recommendation 2: None

#### Finding 3:

The CED's budget for code enforcement is from the General Fund and is based upon abatement fees. This restricts the number of personnel assigned to code enforcement and in turn restrict the ability of the Officers to resolve complaints during times of increased filings, and track complaints moving through the Judicial and Administrative processes.

#### Response to Finding 3:

We partially disagree with the finding. CED is a general fund department, with a portion of the budget coming from abatement fees collected. Abatement fees may not be assessed on properties (owners) who responsibly respond to CED requests for compliance. If a property owner does not respond in an adequate and responsible

fashion, then abatement fees are levied as part of the abatement process. A substantial portion of property owners voluntarily comply, which is a good indication that CED program is effective; however, even with voluntary compliance, staff time is involved, which necessitates the need for general funds to cover expenses. Therefore, abatement fees are not the "restriction" in the number of CED Officers.

The Board of Supervisors concurs with the Department's response and further notes that the County does not always obtain the full portion of abatement fees assessed. The General Fund budget for Code Enforcement Services for Fiscal Year 2009/10 is \$666,544, while fee revenue is projected at \$119,000.

#### Recommendation 3:

The Board of Supervisors should revisit the operating budget for the CED in order to increase the number of Code Enforcement Officers. This will enhance the ability of the CED "to eliminate environments that create or support public health or safety hazards as well as promote a minimum standard of living" for the citizens of Yuba County. Further, augmenting the number of Code enforcement Officers would lead to an increase in the number of abatements resolved and abatement fees collected.

#### Response to Recommendation 3:

The recommendation requires further analysis by the Board of Supervisors. The Board of Supervisors has steadily increased the general fund contributions to the CED budget resulting in the highest number of CED Officers ever in the County. In addition, CDSA has recently implemented processes in order to provide support through all four departments within CDSA by seeking out voluntary compliance with property owners through staff in the department regulating the code being violated prior to a CED Officer being assigned the case. This process has helped the CED without requiring additional general funds for CED.

The Board of Supervisors concurs that Code Enforcement is a high priority for the County. During the past five years (FY 2004/05 to FY 2009/10) the CED budget has increased from \$323,482 to \$785,544 or 143 percent. The General Fund portion of that increase has grown from \$210,568 to \$666,544 or more than triple during this same five years. Given these economically challenging times, any additional increases to the CED budget could result in further service reductions and layoffs for other County services. Therefore, the Board believes that the threefold increase in General Fund support for this program over the past five years demonstrates the Board's commitment to "...eliminate environments that create or support public health or safety hazards as well as promote a minimum standard of living" given current budget constraints facing the County.

#### Finding 4:

Code Enforcement is "response driven" as per the policy of the Board of Supervisors; there is no proactive approach to public nuisance abatement in Yuba County.

#### Response to Finding 4:

We partially disagree with the finding. Although the term "response driven" accurately describes the policy, the CED appropriately responds to violations that are immediately injurious to public health and safety without first receiving a complaint. In addition, the CED works with any agency requesting assistance to determine the full extent and nature of violations ((public nuisances) and takes all necessary steps to safeguard the public at large. Code Enforcement departments throughout the State are generally reactive or "response driven" to reduce the public's perception of selective enforcement, or in other words, going where the complaints take us and not targeting certain areas, socioeconomic classes, etc. Using the current model of operation allows the prioritization of known violations directing resources to make the greatest impact within the unincorporated area of the County.

The Board of Supervisors concurs with the Departmental response.

#### Recommendation 4:

"Response driven" public nuisance abatement may not be the best model for a sparsely populated, largely rural county such as Yuba. It is recommended that the Board of Supervisors revisit this policy for improving the purpose and mission effectiveness of the Code Enforcement Department.

#### Response to Recommendation 4:

The recommendation requires further analysis by the Board of Supervisors.

The Board of Supervisors would like to express their gratitude to the members of the 2008/09 Grand Jury for their dedication and commitment to improving government in Yuba County.

Sincerely,

John Nicoletti, Chairman Board of Supervisors

YUBA COUNTY SUPERIOR COURT
H. STEPHEN KONISHI
SUPERIOR COURT CLERK
BY
COUNT CLERK

## Response to 2008-2009 County Grand Jury Report

The following is the response by the Board of Directors of River Highlands Community Services District to the 2008-2009 Yuba County Grand Jury Report recommendations:

#### Budget Requirements

The Board has reviewed the provisions of the Government Code referenced in the Grand Jury's report requiring the adoption of a budget for the District. The District Board will adopt a budget for the 2009-2010 fiscal year. With the County of Yuba's assumption of the sewer and water systems, the budget for the operations of those systems will be as per the recommendation of the County.

#### Financial Statements

The question of whether outside contractors where provided 1099 forms has been referred to the District's auditor and will be addressed.

#### Code Issues

The Board has reviewed the provisions of California Government Code referenced in the Grand Jury's report and has reviewed this matter with special counsel that has been assisting the Board with this and other issues. Counsel has informed the Board that the District's Resolution No. 1996-016 appears to generally comply with the provisions of both the Community Services District law (Government Code Section 61047, quoted in the Grand Jury Report) and with Government Code Section 53232.1, as it authorizes compensation to Board Members for attending board meetings. Counsel has recommended updating the Board's compensation policy to ensure that it fully complies with the referenced provisions of state law.

#### Ethics Training

The Board has reviewed the referenced provisions of the Government Code pertaining to requirements for ethics training and the individual board members have been advised that they are individually responsible for complying with these requirements.

#### Potential for Dissolution of the District

With the County assuming operation of the sewer and water systems which serve the Gold Village Subdivision, the Board has discussed the prospect of dissolving the District. The principal limiting factor to dissolving the District is the obligation to administer the outstanding bonds issued by the District in the 1990s. Discussions are ongoing with the County Administration to address this issue:

7/21/09

Chris

You asked me to review the District policy regarding compensation to Board members for attending meetings and other official activities and with regard to reimbursement for expenses incurred in performing District business. I have reviewed a copy of what is shown as Resolution No 196-016 that was sent to me. Assuming that this is the policy as officially adopted by the District Board and that it has not been superceded by some subsequent Board action, except as noted below, the terms of the resolution appear to generally comply with the provisions of both the CSD law (see Government Code Section 61047, below) that allows for compensation to Board members for attending board meetings and with Government Code Section 53232.1.(also below):

#### GOV 61047.

- (a) The board of directors may provide, by ordinance or resolution, that each of its members may receive compensation in an amount not to exceed one hundred dollars (\$100) for each day of service. A member of the board of directors shall not receive compensation for more than six days of service in a month.
- (b) The board of directors, by ordinance adopted pursuant to Chapter 2 (commencing with Section 20200) of Division 10 of the Water Code, may increase the amount of compensation that may be received by members of the board of directors.
- (c) The board of directors may provide, by ordinance or resolution, that its members may receive their actual and necessary traveling and incidental expenses incurred while on official business. Reimbursement for these expenses is subject to Sections 53232.2 and 53232.3.
- (d) A member of the board of directors may waive any or all of the payments permitted by this section.
- (e) For the purposes of this section, a "day of service" means any of the following
- (1) A meeting conducted pursuant to the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5.
- (2) Representation of the district at a public event, provided that the board of directors has previously approved the member's representation at a board of directors' meeting and that the member delivers a written report to the board of directors regarding the member's representation at the next board of directors' meeting following the public event.
- (3) Representation of the district at a public meeting or a public hearing conducted by another public agency, provided that the board of directors has previously approved the member's representation at a board of directors' meeting and that the member delivers a written report to the board of directors regarding the member's representation at the next board of directors' meeting following the public meeting or public hearing.
- (4) Representation of the district at a meeting of a public benefit nonprofit corporation on whose board the district has membership, provided that the board of directors has previously approved the member's representation at a board of

directors' meeting and the member delivers a written report to the board of directors regarding the member's representation at the next board of directors' meeting following the corporation's meeting.

(5) Participation in a training program on a topic that is directly related to the district, provided that the board of directors has previously approved the member's participation at a board of directors' meeting, and that the member delivers a written report to the board of directors regarding the member's participation at the next board of directors' meeting following the training program. [Added 2005 ch. 249.]

#### GOV 53232.1.

- (a) When compensation is otherwise authorized by statute, a local agency may pay compensation to members of a legislative body for attendance at the following occurrences:
  - (1) A meeting of the legislative body.
- (2) A meeting of an advisory body
- (3) A conference or organized educational activity conducted in compliance with subdivision (c) of Section 54952.2, including, but not limited to, ethics training required by Article 2.4 (commencing with Section 53234).
- (b) A local agency may pay compensation for attendance at occurrences not specified in subdivision (a) only if the governing body has adopted, in a public meeting, a written policy specifying other types of occasions that constitute the performance of official duties for which a member of the legislative body may receive payment.
- (c) This section shall not apply to any local agency that pays compensation in the form of a salary to members of a legislative body, including, but not limited to, those local agencies whose legislative bodies' compensation is subject to Section 36516 or 36516.1, subparagraph (B) or (C) of paragraph (2) of subdivision (a) of Section 21166 or Section 22840 of the Water Code, Section 11908.1 of the Public Utilities Code, Section 6060 of the Harbors and Navigation Code, or subdivision (b) of Section 1 or Section 5 of Article XI of the California Constitution. [Added 2005 ch. 700.]

In reading Resolution No 1996-016, it is clear that the intent of the Board was also to authorize additional compensation for the chairman when the chair spends significant time (a day of major portion thereof) on District business. However, the language in the resolution is very general and arguably does not strictly comply with Section 53232.1 (b), and the requirement for a policy if there is going to be additional compensation for board members. In order to avoid any future problems or assertions that Resolution No 1996-016, and specifically the provisions relating to extra compensation is too vague I would recommend that your Board consider amending Resolution No 1996-016 to provide a specific recitation of the types of occasions that constitute business of the District as a basis for additional compensation.

Jim Curtis

## DIVISION 10. FINANCIAL SUPERVISION OF DISTRICTS

## CHAPTER 2. COMPENSATION OF WATER DISTRICT DIRECTORS

WAT §20200. As used in this chapter, "water district" means any district or other political subdivision, other than a city or county, a primary function of which is the irrigation, reclamation, or drainage of land or the diversion, storage, management, or distribution of water primarily for domestic, municipal, agricultural, industrial, recreation, fish and wildlife enhancement, flood control, or power production purposes. "Water districts" include, but are not limited to, irrigation districts, county water districts, California water districts, water storage districts, reclamation districts, county waterworks districts, drainage districts, water replenishment districts, levee districts, municipal water districts, water conservation districts, community services districts, water management districts, flood control and floodwater conservation districts, flood control and water conservation districts, water management agencies, water agencies, and public utility districts formed pursuant to Division 7 (commencing with Section 15501) of the Public Utilities Code. [Amended 2007 ch. 213.]

WAT \$20201. Notwithstanding any other provision of law, the governing board of any water district may, by ordinance adopted pursuant to this chapter, provide compensation to members of the governing board, unless any compensation is prohibited by its principal act, in an amount not to exceed one hundred dollars (\$100) per day for each day's attendance at meetings of the board or for each day's service rendered as a member of the board by request of the board, and may, by ordinance adopted pursuant to this chapter, in accordance with Section 20202, increase the compensation received by members of the governing board above the amount of one hundred dollars (\$100) per day

It is the intent of the Legislature that any future increase in compensation received by members of the governing board of a water district be authorized by an ordinance adopted pursuant to this chapter and not by an act of the Legislature.

For purposes of this section, the determination of whether a director's activities on any specific day are compensable shall be made pursuant to Article 2.3 (commencing with Section 53232) of Chapter 2 of Part 1 of Division 2 of Title 5 of the Government Code. [Amended 2005 ch. 700.]

WAT §20201.5. Reimbursement for expenses of members of a governing board of a water district is subject to Sections 53232.2 and 53232.3 of the Government Code. [Added 2005 ch. 700.]

WAT §20202. In any ordinance adopted pursuant to this chapter to increase the amount of compensation which may be received by members of the governing board of a water district above the amount of one hundred dollars (\$100) per day, the increase may not exceed an amount equal to 5 percent; for each calendar year following the operative date of the last adjustment; of the compensation which is received when the ordinance is adopted.

No ordinance adopted pursuant to this chapter shall authorize compensation for more than a total of 10 days in any calendar month.

WAT §20203. Any water district described in Section 20201 is authorized to adopt ordinances pursuant to this chapter. No ordinance shall be adopted pursuant to this chapter except following a public hearing. Notice of the hearing shall be published in a newspaper of general circulation pursuant to Section 6066 of the Government Code. WAT §20204. An ordinance adopted pursuant to this chapter shall become effective 60 days from the date of its final passage. The voters of any water district shall have the right, as provided in this chapter, to petition for referendum on any ordinance adopted pursuant to this chapter.

WAT §20205. If a petition protesting against the adoption of the ordinance is presented to the governing board of the water district prior to the effective date of the ordinance, the ordinance shall be suspended and the governing board shall reconsider the ordinance.

If the number of votes cast for all candidates for Governor at the last gubernatorial election within the boundaries of the water district exceeds 500,000, the ordinance is subject to referendum upon presentation of a petition bearing signatures of at least 5 percent of the entire vote cast within the boundaries of the water district for all candidates for Governor at the last gubernatorial election. If the number of votes cast for all candidates for Governor at the last gubernatorial election within the boundaries of the water district is less than 500,000, the ordinance is subject to referendum upon presentation of a petition bearing signatures of at least 10 percent of the entire vote cast within the boundaries of the water district for all candidates for Governor at the last gubernatorial election.

WAT §20206. If the governing board does not entirely repeal the ordinance against which a petition is filed, the governing board shall submit the ordinance to the voters either at a regular election or a special election called for the purpose. The ordinance shall not become effective unless and until a majority of the votes cast at the election are cast in favor of it. If the ordinance is not approved by the voters, no new ordinance may be adopted by the governing board pursuant to this chapter for at least one year following the date of the election.

WAT §20207. Except as otherwise provided in this chapter, the provisions of the Elections Code applicable to the right of referendum on legislative acts of districts shall govern the procedure on ordinances against which a petition is filed.

Leuse & Brown

Co-Chairman

Priver Highlands Community Service District P.O. Box 334

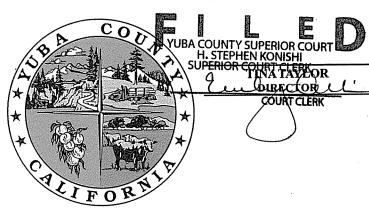
Smartsville, CA 95977 (530)639-2638

# The County of Yuba

#### DEPARTMENT OF CHILD SUPPORT SERVICES

5730 PACKARD AVENUE, SUITE 200 P.O. BOX 2069 - MARYSVILLE, CALIFORNIA 95901 Telephone: (530) 749-6000 Fax: (530) 634-7654 Toll Free: 1-800-930-5645

August 24, 2009



Superior Court of California Yuba County Courthouse 215 5<sup>th</sup> Street, Ste 200 Marysville, CA 95901

Re: Response to Final Report of the 2008-2009 Yuba County Civil Grand Jury

The Honorable Julia L. Scrogin:

This letter shall serve as the response from the Yuba County Department of Child Support Services to the 2008-2009 Yuba County Civil Grand Jury report issued July 25, 2009.

Under California Family Code § 17309 the Yuba County Department of Child Support Services (YCDCSS) transitioned to the State Disbursement Unit (SDU) in March of 2006. At that time, all payments were still directed to the YCDCSS address. Once received at YCDCSS, the payments were bundled and forwarded to the SDU. The SDU processed the payments and the payments were only applied to Yuba County cases.

Effective September 1, 2006, all payments were re-directed and mailed directly to the SDU. Any payments received by YCDCSS were bundled and forwarded to the SDU. YCDCSS sent letters to employers each time a payment was received at the local agency advising them to re-direct all future payments. If payments continued to be mailed to the local agency, phone calls were made to the employer to advise the same. The SDU processed the payments. At that time statewide allocation of payments began.

The State Department of Child Support Services began outreach to employers in the fall 2005. Press releases were issued specifically targeting media in the counties that were rolling onto the SDU. There were six press releases from November 2005 through May 2006 sent out prior to each wave of counties converting to the SDU. A final statewide press release went out in September 2006 under Agency letterhead noting that the transition to the SDU was complete. Additionally, multiple notices were sent to every employer in the child support system with notification of the transition and directions on payment processing. See attached press release and notices.

Parents making support payments were also notified via a letter from the State Department of Child Support Services about 45 days prior to the county child support agency transition to the SDU.

Information was distributed notifying parents and employers that in order to ensure that the SDU receives payments by the end of the month, they must make their payments by the 20<sup>th</sup> of the month so that the local office could forward it to the SDU in time. Accounts would be credited on the date the payment was received at the SDU. This was a change from how payments were credited under the old system. All payments would then be credited when they were received at the SDU and no longer credited on the date they were withheld from the parent's paycheck. All payments must be received at the SDU by the end of the month to be credited in that month.

#### Finding 1:

In 2006, the CSS implemented technological updates to the various recordkeeping and tracking systems to meet FC §17304, requiring the accuracy of records, expediency in recording payment, and streamlining wage garnishment processes for employers. The Committee found that discrepancies of records exist in recording payments and wage garnishment from employers. It was also found that employers do not have access to CSS personnel in order to help in resolving garnishment issues.

#### Recommendation 1:

The CSS should establish a procedure to enhance communication in resolving wage garnishment issues. For example, create a form which authorizes the non-custodial parent's employer to work on his/her behalf in expediting resolution of wage garnishment issues.

#### Response 1:

The SDU has recorded all payments since YCDCSS transitioned to the SDU in March of 2006. We are unable to effectively respond to the finding that discrepancies of records exist in recording payments and wage garnishment from employers without being able to research the specific case that the complaint is in regard to and also based on the fact that YCDCSS does not record the payments; the State Department of Child Support Services does this via the SDU.

The YCDCSS policies do allow for case managers to discuss payment related matters with employers that are sending in wage garnishment payments. YCDCSS already has in place a form entitled Request and Authorization for Release of Information that can be completed by a parent if they wish for an entity to discuss other aspects of a case with the department on their behalf. Please see attached.

#### Finding 2:

Complainant and complainant's employer stated to the Committee that the CSS staff was abrupt and indifferent to wage garnishment concerns and unresponsive to telephone calls. In addition, the complainant had multiple case managers resulting in the complainant being unable to effectively discuss or to reconcile payment errors with CSS.

#### Recommendation 2:

The CSS must follow and enforce established procedures with respect to customer service. The Management should require all case managers to be Customer Service Certified and agree to continuous training. In addition, CSS must improve the method of transferring cases between the case managers to avoid the ineffectiveness and inconsistency of customer service, as experienced by the complainant.

#### Response 2:

The YCDCSS practice is that all phone calls be returned within three (3) working days of receipt of the call or message. This is monitored by the supervisors. A task is entered into the computer system and a note is entered into the case by the receptionist each time a call is transferred to a case manager. The supervisor can run a report of the tasks for each of their staff and review the cases to ensure that calls are being returned timely.

It is possible that the complainant may have had multiple case managers. When case managers are out of the office for extended periods of time, caseloads have to be reassigned to other case managers. As cases are re-assigned the current computer system will send a task to the newly assigned case manager advising them that they have a new case in their caseload.

To aid with the customer service training recommendation the YCDCSS training coordinator has scheduled the following training for the entire YCDCSS staff:

July 8<sup>th</sup> How to Handle Difficult Customers
August 12<sup>th</sup> & 19<sup>th</sup> Powerful Telephone Techniques
August 27<sup>th</sup> Communication Styles Workshop
September 9<sup>th</sup> & 16<sup>th</sup> Super Productivity Conference
October 14<sup>th</sup> & 15<sup>th</sup> Communicating with Confidence

If specific case information is provided, YCDCSS can review the circumstances surrounding the complainant's case and follow up directly with the complainant regarding the receipt of a return call and acceptable customer service.

#### Finding 3:

The Committee found that CSS only responds to those non-custodial parents persistent enough to seek fair and correct entries for their payments. The CSS' policy is inflexible and burdensome to both the employer and the employee. The employees who are paid at the end of the month, that have with no option to alter payment dates, will constantly be in arrears.

#### Recommendation 3:

With a clear legislative mandate to ensure reasonable access, visibility and accountability to the public, the CSS must adapt to payroll policies of the public.

#### Response 3:

The State Department of Child Support Services recognized that with the implementation of the SDU, and opting to use the date of receipt as the date captured for payments made rather than the date that the money was withheld, that the change would result in potential arrearages for a subset of non-custodial parents paying through wage withholdings. A query was done to identify all obligors impacted by the change. The State Department of Child Support Services advanced funds to offset the effects of the creation of arrears resulting at the implementation of the SDU. The advance payment was applied to the non-custodial parents' case with an effective date within the month prior to transition in order to reverse any accrued interest charge resulting from transition arrears. Because specific case information was not provided, I am unable to verify if the complainant was a beneficiary of the advance payment, although he/she may have been, due to the statements included in the Final Report, Facts and Observations, where it is indicated that interest payments were later reversed.

The recommendation to adapt to payroll policies of the public will not be implemented. CSS Letter 05-26 issued September 21, 2005, by the State Department of Child Support Services regarding Legal Date of Collection notifies the local child support agencies of the change to the legal date of collection to date of receipt by the SDU when the county transitions to the SDU. YCDCSS must adhere to CSS Letter 05-26 under California Family Code § 17310, Regulations & general policies. Therefore, YCDCSS is not able to adapt to payroll policies of the public.

Thank you for the opportunity to respond to the Grand Jury's recommendations. Please let me know if you have any questions or concerns regarding.

Sincerely,

Tina Taylor

Director

Department of Child Support Services

cc: Yuba County Board of Supervisors Robert Bendorf, County Administrator

Enc: Press Release

Notices to Employer Notice to Parent

Request and Authorization for Release of Information

CSS Letter 05-26



## **Press Release**

FOR IMMEDIATE RELEASE November 1, 2005 CONTACT: T. Maria Caudill (916) 464-5188 Cell (916) 798-0586

# CALIFORNIA BEGINS CENTRALIZED CHILD SUPPORT PAYMENT PROCESSING IN 11 COUNTIES

## California Expands Ability to Put Child Support Dollars into the Hands of California Families

SACRAMENTO – Child support payment collection and processing today will transition from local child support agencies in 11 counties to a single statewide payment processing center, the California State Disbursement Unit (SDU). This transition marks the first phase of the Department of Child Support Services' (DCSS) implementation of federal automation and centralized payment processing requirements. The centralized payment system will improve the tracking of child support obligations across the state, ultimately speeding up the delivery of services to families.

"California's automated payment processing system will meet federal requirements and offer a wider array of payment options to families," said DCSS Director Greta Wallace.

The SDU will be responsible for the collection and disbursement of all child support payments currently processed by local child support agencies. Child support cases handled through local child support agencies are part of California's Title IV-D child support program caseload. Californians with private child support orders who do not pay through wage withholding will not be impacted by the centralized payment processing system.

Eleven county child support agencies volunteered to be part of the first wave of counties transitioning to the centralized system. The 11 county child support agencies are: Amador, Alpine, Calaveras, Kings, Modoc, Nevada, San Joaquin, Santa Clara, Sierra, Siskiyou and Tulare. These counties comprise approximately 9 percent of the statewide caseload or 170,000 cases.

The new system will provide the following enhanced services to families receiving support and parents making support payments:

- · Web and toll-free call center access to information.
- Direct deposit services for families receiving support payments, a new service in many counties
- Ability to make payments online using credit cards over a secure Internet connection and set up electronic payment transfers from a checking or savings account.

Instant access to support dollars through electronic payment cards, similar to ATM or debit cards, which can be used at ATM machines as well as retail outlets, will be available in summer 2006.

-more-

California Department of Child Support Services P.O. Box 419064, Rancho Cordova CA 95741 Office of Communications & Public Affairs unuv.childsup.ca.gov

Phone 916-464-5188 Fax 916-464-5495



"At the heart of creating our statewide system is the well-being of the children and families we serve. Working with local child support officials, we have taken deliberate steps to minimize the impacts of these changes and ensure payments are accurately processed," said Wallace.

During transition, county child support agencies will forward child support payments daily to the SDU for processing. This forwarding process will initially delay child support payments for a few days, but is essential to ensuring accurate payment processing as counties convert to the statewide system.

Those initial delays will be eliminated in summer 2006 when the SDU is fully operational. At that time, child support payments formerly handled by local child support agencies and all wage withholding payments will be sent directly to the SDU.

Families affected in the first wave have been informed by DCSS and their local child support agencies about the program changes. During transition, child support customers can expect:

- · Their child support check and envelope to have a new look.
- · Payments to be sent from the SDU's central location.
- Child support payments to continue to be made to local child support agencies.
- Local child support agencies to remain the primary point of contact for families and parents with questions about payments.

#### **BACKGROUND**

Federal law requires states to implement a single statewide automated child support system, including a single location for processing all child support collections and payments. The purpose of the requirements is to provide statewide case management capabilities and to streamline and reduce the costs associated with the receipt and disbursement of child support collections.

The delay in meeting this requirement has resulted in California paying significant federal penalties. Penalties will end when the system qualifies for federal certification in September 2006.

in 1999, state legislation was enacted requiring the Franchise Tax Board (FTB) to procure a performance-based contract for a single statewide automated system, now referred to as the California Child Support Automation System (CCSAS). The CCSAS project is overseen by DCSS and managed by FTB.

The CCSAS exemplifies the ability of state entities - DCSS and FTB - to work together to develop an automated system that will give state and local officials the necessary tools to better serve the public.

DCSS has also sought the active participation of local child support agencies in the CCSAS and SDU projects. Through the Child Support Directors Association (CSDA) and its various committees, local child support officials participate in every major aspect of the statewide system's development and implementation. This ongoing partnership is a critical component in the state's efforts to develop a system that will better serve California families and increase the state's ability to put child support dollars into the hands of children and families.

-more-



In early 2006, the second wave of county child support agencies will transition to the SDU. Those county agencies are El Dorado, Fresno, Inyo, Kern, Lassen, Merced, Mono, Orange, San Benito, Santa Cruz, Stanislaus and Tehama. The SDU will be operational statewide in summer 2006.

DCSS is responsible for ensuring that all functions necessary to establish, collect and distribute child support are effectively and efficiently implemented. In 2004, the state program collected \$2.3 billion and served more than two million children.

Child support program services are delivered through 52 local child support agencies. The following services are available at no cost to the public:

- Locating a parent.
- · Establishing paternity.
- Establishing, modifying and enforcing a court order for child support.
- · Establishing, modifying and enforcing an order for health insurance coverage.

For more information, log on to http://www.childsup.ca.gov/.

-oOo-



#### Supporting California's Children

#### State Disbursement Unit

#### Fact Sheet

Federal law requires states to implement a single statewide automated child support system, including a single location for processing all child support collections and payments. The delay in meeting this requirement has resulted in California paying more than \$750 million in penalties. Those federal penalties will stop when the new statewide system is in place.

To meet federal requirements, the California Department of Child Support Services (DCSS) is implementing a central site for payment processing called the State Disbursement Unit (SDU). Implementation of the SDU will begin in Fall 2005 and will be operational statewide in Summer 2006.

The SDU will be responsible for collection and disbursement of all child support payments currently processed by the state's local child support agencies, plus all wage assignment payments for private child support orders not currently processed by local child support agencies.

The system will provide enhanced services to families receiving support and to parents making support payments, as well as employers.

Children and families will enjoy several benefits, such as:

- · Web and toll-free call center access to information.
- Immediate access to direct deposit services for families receiving support payments if not already available.
- Beginning in Summer 2006, families can get instant access to support dollars through electronic payment cards, similar to ATM or debit cards, which can be used at ATM machines as well as retail outlets.
- Parents can make payments using credit cards over a secure internet connection and set up electronic payment transfers from a checking or savings account.

Employers will be able to electronically transfer payments for wage withholding directly to the state and will have access to an Electronic Help Desk.

#### Implementation

To minimize impacts to service and ensure smooth local transitions, the system will be phased in statewide in a series of waves. Statewide implementation will be complete in Summer 2006. As counties transition, outreach is being provided jointly by DCSS and local child support agencies.

When local child support agencies transition to the SDU, child support payments will be forwarded daily via express mail services to the SDU for processing. This extra step during system transition will add a few days to when families usually receive their child support payments.

- Eleven counties have volunteered to be part of Wave 1 transition to the new system in Fall 2005. Wave 1 counties are: Amador, Alpine, Calaveras, Sierra, Nevada, Siskiyou, Modoc, Kings, Tulare, San Joaquin and Santa Clara.
- Wave 2 counties will transition in early 2006. Wave 2 counties are: Inyo/Mono, Lassen, Tehama, El Dorado, Santa Cruz/San Benito, Merced, Stanislaus, Kern, Fresno and Orange.

In Summer 2006 when SDU implementation is complete, child support payments handled by local child support agencies and all wage withholding payments will be redirected to the SDU.

For more information, log on to www.childsup.ca.gov.



## California State Disbursement Unit

#### What You Need to Know

California's child support program is making some important changes that will make it easier for families to get their support payments, and will give parents who pay support more payment options.

If you are a family receiving support payments or a parent making support payments, there are steps you can take to prepare for your transition to the State Disbursement Unit.

#### What is the State Disbursement Unit (SDU)?

Federal law requires states to have a single entity responsible for collecting and processing child support payments. California is meeting this federal requirement by implementing the State Disbursement Unit (SDU). The SDU will be phased in by county over the next six months.

The SDU will help families receiving support and parents who pay support. Benefits include:

- Web and phone access to information;
- Immediate access to direct deposit services for families receiving support payments a new service in many counties;
- In Summer 2006, families can get instant access to support dollars through electronic payment cards, similar to ATM cards, which can be used at ATM machines as well as retail outlets; and
- Parents who make support payments will also be able to access accounts on-line, make payments using credit cards over a secure internet connection, and set up electronic payment transfers from a checking or savings account.

## Information for Families Receiving Support Payments

## When will this happen, and how will it affect me?

You will be receiving a letter from the Department of Child Support Services about 45 days before your county child support agency transitions to the SDU. The letter will explain the changes in the payment process. Your support payments will now come from the SDU. If you receive payment by check, your check and the envelope will have a new look—so check your mail carefully.

## Will I get my check in the mail at the same time I usually do?

You may experience a delay in getting your check while your child support agency is transitioning to the SDU. During the transition, child support payments will be forwarded daily via express mail delivery to the SDU for processing.

This extra step will add some additional time to when you normally receive your child support payment, but is necessary to ensure your payment is accurate as we implement the system. In Summer 2006, when the SDU is operating statewide, support payments will be sent directly to the SDU, eliminating this extra step.

Keep in mind that because the SDU will be sending your payment from its central office, your payment may reach you later than when it was mailed by your local office.

Every effort is being made by the Department of Child Support Services and your local child support agency to get your payments to you as quickly as possible.

Need help? Visit the SDU website at www.casdu.com



Supporting California's Children

Need help? Visit the SDU website at www.casdu.com

## What can I do to make sure I get my check as fast as possible? Ask for direct deposit as a payment option!

When you are notified that your county child support agency is transitioning to the SDU, sign-up for direct deposit. If you don't already have direct deposit, you can access the application on-line via the website at www.casdu.com, download a Direct Deposit Form (DCSS 0485) from the site, or call your local agency to enroll or request an enrollment form. Direct deposit forms will also be available at your local child support

## If I already have direct deposit, do I have to enroll again?

No. If your support payment is already going into your bank account, nothing will change. Your payment will continue to be deposited into your account.

Can I still call my child support office if my check is late or if I have questions? Yes. Your local child support office will be able to help you and answer your questions.

## I'm on CalWORKS—will my disregard payment change?

Yes. When your county transitions to the SDU, your disregard payment will now come from the SDU—not the county. Your disregard check and envelope will have a new look—check your mail carefully. If you have questions about your statement, call your local child support agency and they will be able to help you.

You will continue to receive your monthly disregard as long as the noncustodial parent continues to pay child support every month. What will change is how your disregard is displayed on your "Monthly Statement of Child Support Collections."

When your county transitions to the SDU, your monthly statement will show the disregard as paid in the month that the collection was received, rather than for the month the child support was withheld from the noncustodial parent's wages (sometimes the prior month).

#### Example:

Under the old system:

 Payment was withheld in October, but received in November. On your November statement, the disregard is displayed as a disregard for the month of October.

#### Under the new system:

 Payment was withheld in October but received in November. On your November statement, the disregard will show as a disregard for the month of November.

## If I receive child support from another state or country, do I need to let them know about the change?

No. If you have a California child support case and you are paid through another state or country, the SDU will be in contact with that jurisdiction when your county transitions to the SDU. The SDU will give them the information necessary to ensure your payment is received timely.



Supporting California's Children

## Need help? Visit the SDU website at www.casdu.com

#### California State Disbursement Unit-What You Need to Know, continued

#### Information for Parents Making Support Payments

#### Will I be notified about the change?

Yes. You will be receiving a letter from the Department of Child Support Services about 45 days before your county child support agency transitions to the SDU. This letter will explain the changes in the payment process.

#### How will I make my payments?

If you are sending your payments to your local child support agency, continue to do so. During transition to the SDU, child support payments will be forwarded daily via express mail services to the SDU for processing. You will continue to work with your local agency for payment-related information.

All payments will now be credited on the date they are received at the SDU. To ensure the SDU receives your payment before the end of the month, payments should reach your local child support agency by the 20th of each month. In Spring 2006, you will begin sending your payments directly to the SDU.

## Can I continue to make credit card payments?

Yes. If your local office currently processes credit card payments, they will continue to receive and/or process your credit card payment locally. In Summer 2006, you will be able to make your payments using credit cards over the SDU's secure internet website, and you will also have the option to pay by electronic funds transfer (EFT) from a checking or savings account.

## Can I go to my child support office and make a payment?

Yes. Local child support agencies will still accept payments. But during transition, your local office must forward the payment to the SDU for processing. Your account will be credited on the date the SDU receives your payment.

To ensure the SDU receives your payment by the end of the month, make your payment by the 20th of the month so your local office can forward it to the SDU in time.

If you usually pay your child support in cash, you should consider paying by check, money order, or other means to avoid the delay caused by forwarding your payment. In Summer 2006 when the system is running statewide, you will send your payments directly to the SDU.

## My payment is taken out of my paycheck. How will I be affected?

When your county transitions to the SDU, your wage withholding payment will be forwarded to the SDU by the local child support office. Your account will now be credited on the date the payment is received at the SDU.

This is a change from how your payments were credited under the old system. Now all payments will be credited when they are received at the SDU. Payments will no longer be credited on the date they are withheld from your paycheck. All payments must be received at the SDU by the end of the month to be credited in that month.

If your wage withholding is received at the SDU after the end of the month, you will have a balance due. During the system transition, the Department of Child Support Services and your local child support agency will be working to minimize any inconveniences caused by the system change.

To avoid adding to your existing account balance or to keep from starting a balance, you have the option to make payments over time to clear any past-due amounts.



Supporting California's Children

#### California State Disbursement Unit-What You Need to Know, continued

Can I still call my child support office if I have questions about my account?

Yes. Your local child support office will be able to help you and answer your questions.

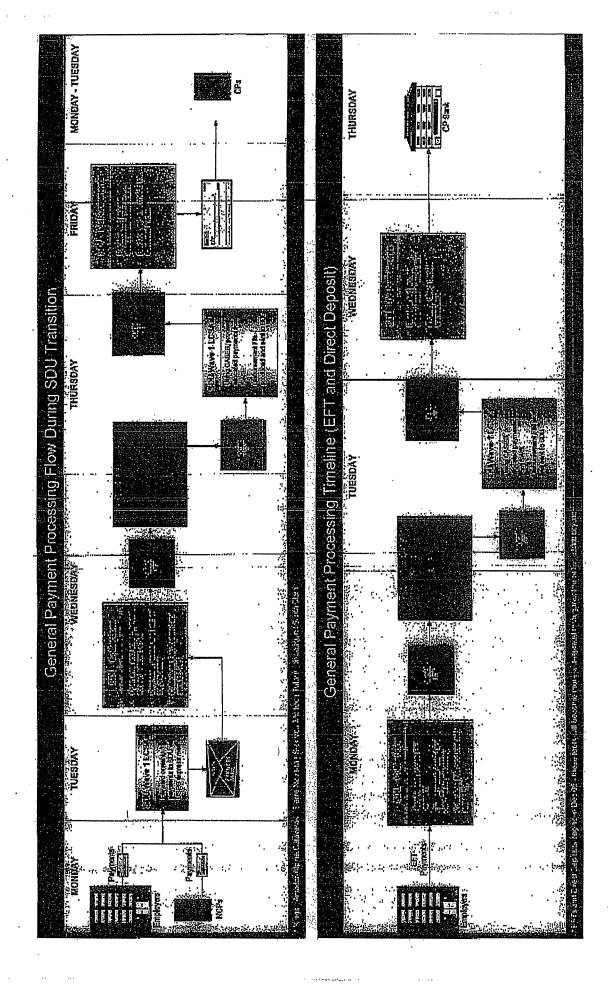
## Do I need to tell my employer to do anything differently?

No. Employers will receive instructions for redirecting existing child support payments to the SDU for all affected employees. Until then, employers will continue sending payments to the local child support agencies as they currently do.

When will I start sending payments directly to the SDU?

In Summer 2006. You will be notified when and how to redirect the child support payments to the SDU. Until you receive the notice, continue paying child support as usual.

Need help? Visit the SDU website at www.casdu.com



## CALIFORMA DEPARTMENT OF CHILD SUPPORT SERVICES STATE OF CALIFORMA

P.O. Box 981326 Wast Sacramento, CA 95798-1326 ARNOLD SCHWARZENEGGER, GOVERNOR



[DATE\_CURRENT]

[ADDRESSEE\_NAME]
[ADDRESSEE\_ADDRESS]
[ADDRESSEE\_ADDRESS]
[CITY\_STATE\_ZIP CODE]
[BARCODE]

#### SECOND NOTICE

Dear [ADDRESSEE\_NAME]:

As required by Federal Law and California Family Code §5235, the California Department of Child Support Services (DCSS) established a State Disbursement Unit (SDU) to provide a central location for the collection and disbursement of all support payments made through income withholding orders. On September 1, 2006, the SDU will be ready to receive all support payments historically sent to Local Child Support Agencies and directly to individuals. One of the benefits of the SDU is the option to combine support withholding for all of your employees in one check, payable to the California State Disbursement Unit.

For Support Payments Currently Sent to California Local Child Support Agencies
Please include the following information for each employee withholding in order to process the payment

quickly and accurately to your employee's account:

Employee's full name

Employee's social security number

Court order/case number

Amount withheld from each employee

Date withheld

For Support Payments Currently Sent to Individuals

For payments that you send to individuals there is one additional item of information you must provide:

CCSAS (California Child Support Automation System) Case Number

This CCSAS identifier will be provided by the SDU to you in August 2008. If you have not received this information by September 15th, please contact the SDU at 1-866-325-1010. If this CCSAS identifier is not included on the payment information sent to the SDU, it will delay the processing of payments and may cause the payments to be allocated to other cases. You previously received a notice requesting you to complete the Child Support Case Information form (DCSS 0116) or to send a copy of the Order/Notice to Withhold Income for Child Support (FL 195) for employees that you were sending support payments directly to an individual. Provision of this information is critical to the processing of the support payments for your employees. In the event that you have questions related to the addition of the CCSAS identifier on the payments, the timing of redirection, or the requested Order/Notice to Withhold Income information, please contact us at the number below.

We strongly encourage you to send income withholdings for your employees to the SDU by Electronic Funds Transfer (EFT)/Electronic Data Interchange (EDI). We offer multiple methods to remit payments electronically, which are fast, simple and secure. For EFT/EDI payment processing, please contact the SDU at 1-866-325-1010.

As of September 1, 2006, send all support payments made through income withholding orders to the following address:

State Disbursement Unit P.O. Box 989067 West Sacramento, CA 95798

This address is for payments only.

Please send all other information to the appropriate Local Child Support Agency.

## CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES STATE OF CALIFORNIA

P.O. Box 989067 West Sacamento, CA 95798



[DATE\_CURRENT]

[NAME\_ADDRESSEE]
[ADDRESS\_LINE\_1]
[ADDRESS\_LINE\_2]]
[CITY\_STATE\_ZIP\_CODE]
[BARCODE]

Dear [NAME ADDRESSEE]: Thank you for the support payment(s) sent on behalf of your employee(s). For future payments please: Provide the following information so the support payment(s) withheld from your employee(s) may be processed quickly and accurately to your employee's account. Employee's Name Employee's Case Number(s) Social Security Number Court Docket/Case Number(s) Name of Payee(s) Amount Withheld for Each Payee Date Withheld Federal Employer Identification Number (FEIN)/ State Employer Identification Number (SEIN) As required by federal law, please send all support payments made through income withholding orders to us at the address below. Do not send support payments to the local child support agency or the custodial party. State Disbursement Unit P.O. Box 95798-9067 West Sacramento, CA 95798 In order to process your employee's payments quickly, please make the payments payable to the State Disbursement Unit. If you have any question regarding this notice, please call us at 1-866-349-7540.

## CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES STATE OF CALIFORNIA

P.O. Box 981326 West Sacramento, CA 95798-1326



[DATE\_CURRENT]

(ADDRESSEE\_NAME)
[ADDRESSEE\_ADDRESS]
[ADDRESSEE\_ADDRESS]
[ADDRESSEE\_ADDRESS]
[CITY\_STATE ZIP CODE]
[BARCODE]

#### THIRD NOTICE

Dear [ADDRESSEE\_NAME]:

#### IMPORTANT INFORMATION ABOUT YOUR CHILD SUPPORT PAYMENTS

Effective August 2006, the California Department of Child Support Services (DCSS) will complete another phase of the new child support computer system. It is important for you to understand two significant changes that are required by Federal Law.

The two changes are 'Change of address for payment processing' and 'Statewide Allocation of payments.'

- Change of address for payment processing means the State will receive all support payments centrally instead of at each local child support agency.
- Statewide Allocation of payments means processing payments based on the number of cases belonging to a paying
  parent. How a payment is divided between cases is based upon many factors including how much support is owed
  and paid, and whether the payment(s) are for current or past due support.

#### CHANGE OF ADDRESS FOR PAYMENT PROCESSING THIS CHANGE IMPACTS ALL CHILD SUPPORT CASES

As of September 1, 2006, your support payments made through your employer (i.e., a wage withholding) will be sent by your employer to the State instead of your local child support agency. If you are currently making payments directly to the local child support agency; beginning September 1, 2006, please send your support payment to the following address:

State Disbursement Unit P.O. Box 989067 West Sacramento, CA 95798

This address is for payments only. Please send all other information to your Local Child Support Agency.

For details about other payment options go to www.caschu.com.

## STATEWIDE ALLOCATION OF PAYMENTS THIS CHANGE MAY IMPACT YOUR CHILD SUPPORT CASE(S)

How Statewide Allocation impacts a case depends on many factors including how much support is owed and paid and whether the payment(s) are for current or past due support.

Example: A paying parent owes support in Counties A and B. The parent sends a support payment for the case in County A. In the past, the entire payment was applied only to the case in County A. Now, the payment will be divided between the case in County A and the case in County B.

If you have only one child support case, you should not be affected by Statewide Allocation of Payments.

For more information visit the California Department of Child Support Service's website at <a href="www.childsup.ca.gov">www.childsup.ca.gov</a> or contact your local child support agency.

NCP Recirculon Allocation Mostage-3rd Notice (IV-D) Outreach Notice 4.2 Revised (07/2056)

STATE OF CALIFORNIA — HEALTH AND HUMAN SERVICES AGENCY CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES **Enter Recipient Name and Address** 

CSE Case Number: Enter Case #
Custodial Party:
Enter CP Name
Noncustodial Parent:
Enter NCP Name
Court Case Number:
Enter Court Case #

Dear Enter Recipient name and add Colon:

Enclosed please find a Request and Authorization for Release of Information form. In the interest of protecting your personal information, the California Department of Child Support Services encourages you to complete the information as requested. Please provide a completed copy of this form to your authorized person or agency so they have the information necessary to conduct business on your behalf. If we are unable to identify you or your authorized person or agency from the information provided we may need to contact you.

Please be advised that our office will only release information authorized by the California Code of Regulations (CCR), Title 22, Division 13, Section 111440(a)(4) through (9). Information or documents that are related to the above subsections and are needed in the administration of the child and spousal support program, consistent with Title 22 CCR § 111440 and Family Code section 17212, may be discussed with the authorized designee. If you have multiple cases, you will need to complete a Request and Authorization for Release of Information form for each case.

If you have any questions regarding this letter, please visit CustomerConnect on the web, www.childsup-connect.ca.gov for assistance on-line or call CustomerConnect at 1-866-901-3212. Persons with hearing or speech impairments, please call the TTY number 1-866-399-4096.

Sincerely,

Enter Worker Name Enter Worker Title

**Enclosure** 

REQUEST AND ALITHORIZATION FOR RELEASE OF INFORMATION - COVER OCSS 0643 (05/12/09)

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY DEPARTMENT OF CHILD SUPPORT SERVICES

## REQUEST AND AUTHORIZATION FOR RELEASE OF INFORMATION DCSS 0044 (0809509)

i,, authorize the case information with the person or agency design	Department of Child nated below.	Support Services to	discuss my	
I authorizeto documents and records held by the California Dep Support Agency regarding the establishment of parenforcement of child, medical or spousal support examine, consistent with Title 22 California Code 17212.	partment of Child Sup atemity; and the estat in my case which I an	port Services or any dishment, modification authorized to discu	Local Child on or ss and/or	
I am not aware of any court issued protective order of the Welfare and Institutions Code pending or a bars the authorized person or agency named below I have no reason to believe that the release of this below may result in physical or emotional harm to	oproved by an admini- ow from access to this information to the au	strative agency in the information. I furthe thorized person or a	is case which er declare that	
This authorization shall expire on authorization at any time before the expiration dat to the California Department of Child Support Ser	e, I must submit a wri	tten notification of re		
In the interest of protecting your personal info Services encourages you to complete the info this form to your authorized person or agency business on your behalf. If we are unable to in from the information provided we may need to CHILD SUPPORT PA	rmation requested b so they have the ini lentify you or your a	elow. Please provi ormation necessar uthorized person o	ide a copy of y to conduct	
Participani's Name (Please Print)	Telephone Number	CSE Case Number		
Address, City, State, and Zip Code	<u> </u>	SSN (last four digits)	Date of Birth	
AUTHORIZED P	ERSON INFORMATION			
Authorized Person's Name (Please Print)	Telephone Number	SSN (last four digits) or CA ID Number		
Address, City, State, and Zip Code			,	
AUTHORIZED A	GENCY INFORMATION			
Authorized Agency's Name (Please Print)	Telephone Number	Primary Contact Name		
Address, City, State, and Zip Code		A		
I declare under penalty of perjury that I the participal	nt authorize the release	e of information as de	escribed above.	
PARTICIPANT'S SIGNATURE		DATE		
		<u> </u>		

Reason for this Transmittal

[ ] State Law or Regulation Change
[ ] Federal Law or Regulation
Change

[ ] Court Order or Settlement Change

[ ] Clarification requested by One or More Counties

[X] Initiated by DC\$\$

#### CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES

P.O. Box 419064, Rancho Cordova, CA 95741-9064



September 21, 2005

CSS LETTER: 05-26

ALL IV-D DIRECTORS
ALL COUNTY ADMINISTRATIVE OFFICERS
ALL BOARDS OF SUPERVISORS

SUBJECT: LEGAL DATE OF COLLECTION

#### REFERENCE:

- CSS Letter 02-13 Legal Date of Collection for Wage Withholding, dated July 1, 2002.
- DCSS Manual of Policies and Procedures, Sections 12-1 01.3(c)(4), 12-101.3(d)(1) and 12-101.3(d)(2).
- California Code of Regulations, Section 119184(a).

The purpose of this letter is to notify the local child support agencies (LCSAs) of the change to the definition of legal date of collection to date of receipt by the State Disbursement Unit (SDU) when the LCSAs transition to the SDU. CSS Letter 02-13 Legal Date of Collection for Wage Withholding, specific citations of Department of Child Support Services (DCSS) Manual of Policies and Procedures (MPP), and California Code of Regulations (CCR), Section 119184(a), are superseded by this change in definition on the date the LCSA transitions to the SDU. This letter also clarifies the impact of using date of receipt. The Question & Answer Attachment provides direction to the LCSAs for processing collections using date of receipt as the legal date of collection.

The Code of Federal Regulations (CFR), Section 302.51(4)(i) and (ii), requires the use of the date of receipt by the SDU for non-employer payments and allows states the option of using date of receipt for employer withheld payments. DCSS has elected to use date of receipt as the legal date of collection for all payments, including employer withheld payments. This will enable the SDU to automate the receipt processing of collections and will result in a consistent and efficient application of payments throughout the state. This statewide uniformity will enhance the automation of collections, thus reducing the need for manual intervention, and will result in more timely and accurate disbursements. Additionally, the use of date of receipt as the legal date of collection for payments to the SDU will help to ensure that California is in compliance with the federal disbursement timeframe requirements and successfully completes the certification process necessary to eliminate federal automation penalties.

DC\$\$-PR-2005-POL-006

CSS Letter:05 26 September 21, 2005 Page 2

The policies and regulations listed below will no longer be in effect once a LCSA transitions to the SDU. However, for those LCSAs not yet transitioned to the SDU, the following policies and regulations will remain in effect until transition.

- CSS Letter 02-13 Legal Date of Collection for Wage Withholding, advises the LCSA that the "pay date/date of withholding" provided by the employer is considered the legal date of collection.
- DCSS MPP, Section 12-101.3(c)(4) defines the collection month as the month in which the support payment is received by the LCSA, which is used for determining entitlement of any payments to families.
- DCSS MPP, Section 12-101.3(d)(1) defines the date of collection as the date that the support payment is initially received by a Title IV-D agency or employer depending upon the payment source for the purpose of determining entitlement of any payments to families.
- DCSS MPP, Section 12-101.3(d)(2) defines the date of receipt as the date the LCSA received the support payment, which is used to determine compliance with disbursement timeframes.
- DCSS CCR, Section 119184(a) requires that issuance of the Monthly Statement of Collections and Distribution, CS 916, (dated 03/02), and Notice of Important Information, CS 917, (dated 03/02), are provided to each custodial party receiving child support services.

It is the goal of DCSS to support the LCSAs during transition to successfully implement California Child Support Automation System (CCSAS). DCSS is working to ease the transition to the SDU for both the LCSAs and the program's customers through development of outreach materials and other mitigation strategies to address concerns with transitioning to the SDU. Additional policy direction will be distributed as issues are identified to provide further guidance during the transition period. The Questions and Answers Attachment has been included to provide information and direction on the most common concerns identified to date.

If you have any questions or concerns regarding this matter, please contact Debra Sanchez at (916) 464-5055.

Sincerely,

o/s/SANDRA O. POOLE

SANDRA O. POOLE Deputy Director Child Support Services Division

Attachment(s)

DCSS-PR-2005-POL-006

## <u>Date of Receipt</u> <u>Questions and Answers</u>

#### Legal Date of Collection

1. At what point after a local child support agency (LCSA) transitions to the State Disbursement Unit (SDU) do they begin to use date of receipt rather than date of withholding for all child support collections?

The change to "date of receipt" for all payments will occur at the time the SDU begins processing collections for a transitioned LCSA, regardless of a LCSA's method of forwarding collections to the SDU (forward PO Box, LCSA daily lockbox forwarding or electronic payment delivery).

2. What is the date of receipt when an employer sends payment for multiple months for one noncustodial party (NCP)?

If an employer sends in a payment for multiple months, the date of receipt will be applied to the entire payment. In this case, a single disregard payment would be issued to an eligible custodial party (CP) for the month in which the payment was received. The balance of the child support collection that remains after the disregard has been paid is retained by the LCSA as recoupment or paid to the family as specified in Manual of Policy and Procedures (MPP) Sections 12-425 and 12-430.

Outreach and LCSA regular communication with employers should stress that current support should be satisfied and sent as designated on the income withholding order to avoid potentially negative impacts to employees and their families.

3. What is the date of receipt for collections received from other states?

The date of receipt at the SDU is the official date of collection. The payment must be issued within two business days from date of receipt at the SDU.

4. What is the date of receipt of a payment withheld and received at the LCSA on October 31<sup>st</sup>, but received in the following month at the SDU on November 2<sup>nd</sup>?

The date of receipt is the date the collection is received at the SDU, November 2<sup>nd</sup>

5. What will the legal date of a collection be when County A is enforcing the case and the CP moves to County B? While the case is being transferred, payments are still received in County A.

A CSS Letter on Duplicate Case Transfer is currently being drafted and will provide LCSAs with procedures for processing payments during the transitional period of conversion to the California Child Support Automation System (CCSAS) Version 1 (V-1) Implementation 1 (I1).

In V-1 I1, while counties are transitioning onto the SDU, the current county process for duplicate case transfers/intercounty transfers will not substantially change.

In this example, it is assumed that County A has transitioned on to the SDU. Therefore, the legal date of collection is the date of receipt at the SDU and will be applied to all payments received by County A.

If County A has not transitioned to the SDU, then the legal date of collection will be based on the payment source as stated in current policy from the Manual of Policies and Procedures (MPP), Section 12-101.3 (d)(1)(A). For intercounty payments, the MPP, Section 12.101.3(d)(1)(B)(1) states that the collection date is contingent upon the payment source in the county initially making the collection.

Once all counties have transitioned, the legal date of collection statewide will be the date of receipt at the SDU.

6. What is the date of receipt for collections received from a title company to satisfy a demand request?

#### Scenario:

An NCP is involved in a real estate transaction. The LCSA has a lien in place on the real estate property. The title company contacts the LCSA for the pay-off amount. The title company delivers a pay-off check to the LCSA, based on the amount cited in the demand request. The LCSA accepts payment, and issues the appropriate Judicial Council form (i.e., full satisfaction, partial satisfaction, or matured installment form).

The above process would remain essentially the same, regardless of the transition to the SDU or transition to date of receipt. The difference is that after transition, when the LCSA receives the pay-off check, this payment would then be sent to the SDU. The date of receipt for this collection is the date the payment is received at the SDU.

LCSAs should take into consideration the number of days a payment will need to reach the SDU when preparing the demand request to ensure full payment is received from the title company.

Outreach activities to title companies, educating them regarding the transition to the SDU and encouraging them to remit funds by the date designated by the LCSA, will help to ensure proper credit of the collection by the end of the month.

7. What is the collection date for credit card payments?

For those LCSAs that currently provide the option of using a credit card to make a child support payment, NCPs will continue to be able to do so via the LCSA locally maintained credit card system until the SDU has this feature available. The LCSA will forward all daily child support credit card payments to the SDU in their daily SDU Package. The collection date for credit card payments will be the date the payment

is processed at the SDU. It is recommended that LCSAs inform the NCP that payments must be received by the 20<sup>th</sup> of each month to ensure proper credit of the collection by the end of the month. In addition, outreach notices developed by DCSS will be sent to NCPs explaining the transition and alerting them of the date payments should be received each month to avoid accrual of arrears/interest.

It is anticipated that once all LCSAs have transitioned, credit card payments will be processed directly by the SDU (through the vendor credit card system). The collection date for credit card payments processed through the vendor credit card system will continue to be the date the payment is processed at the SDU.

#### Disregard

8. Will the new system disadvantage a CP eligible for disregard on a regular basis?

Analysis was performed to determine the effects of date of withholding versus date of receipt on disregard payments. The issuance of disregard was evaluated for NCPs income withholding with payroll cycles of weekly, bi-weekly, semi-monthly, and monthly.

The result of this analysis found that over a period of 12 months when using date of receipt for regular income withholding, a CP would receive disregard each month for every type of pay cycle as noted above. However, the "Monthly Statement of Collections" may show no disregard payment being issued for the month prior to transition because the basis for crediting current support has changed from date of withholding to date of receipt.

9. Will a disregard payment be issued if a payment is withheld in one month but is received by the SDU in a subsequent month?

A CP will be issued a disregard payment in the month a current child support payment is received by the SDU.

Under current practice, disregard payments are issued for wage withheld payments based on the date of withholding. Child support payments received through an income withholding order that are received in a subsequent month from which it was withheld are applied to the date withheld from the NCP. However, due to varying employer pay cycles under date of withholding; there are months in which no payment is withheld. In these months, the CP is not eligible for a disregard payment.

The following example is provided to illustrate when disregard payments will be issued:

CP is on aid during the two months (August and September) prior to transition. The NCP is paying his/her support through an income withholding order and is paid monthly.

The payment from the employer is withheld on the last business day of the month and is received at the LCSA on the 3<sup>rd</sup> business day of the subsequent month.

- Date withheld is August 31<sup>st</sup> date received at LCSA is September 5<sup>th</sup>.
   The disregard payment is issued and sent to CP on September 7<sup>th</sup>.
- Date withheld is September 30<sup>th</sup>- date received at the <u>SDU</u> is October 5<sup>th</sup>.
   The LCSA transitioned on to the SDU on October 1<sup>st</sup>. The disregard payment is issued and sent to the CP on October 7<sup>th</sup>.

In the example above, since the basis for crediting current support in the month of transition changes to date of receipt, the Monthly Statement of Collections and Distributions will not reflect a September disregard as the September wages were not received at the SDU until October. There would be no disregard due for the month of September. However, as illustrated above, the CP will receive a disregard in October, based on the receipt of a child support payment in October.

10. Once an LCSA has transitioned to the SDU, what is the impact to the disregard payment for a CP who is on and off of aid?

As long as a current child support payment is received in a month when the CP is on aid, a disregard payment will be issued. The following example is provided to illustrate this point:

CP is on aid in October and November and goes off aid at the end of November. In October, the LCSA transitioned on to SDU and is using date of receipt as the legal date of collection.

- October The CP receives a disregard payment based on a payment received in October.
- November The CP receives a disregard payment based on a payment received in November.
- December The CP is off of aid. The LCSA receives a current child support payment in December. The CP now receives the full current support payment based on date of receipt.

#### General

11. What is the arrears certification process during the transition period?

The arrears will be certified as they are currently performed at the LCSA. Once the LCSA transitions to the SDU, the amounts reflected for certification will be based on date of receipt rather than date of withholding for payments made after the transition on to the SDU.

12. Will a NCP be reported to credit agencies, Integrated Database (IDB) or will professional licenses be jeopardized if payments are received late by the SDU during the transition period?

As practiced in previous system conversions, DCSS will defer sending county files to credit agencies and licensing entities to mitigate negative customer impacts as the LCSAs transition to the SDU. DCSS will also delay submitting the IDB following the SDU conversion.

13. Will NCPs that have no arrears before their LCSA transitions, be reported to the Child Support Full Collection Program if their employers pay cycle results in the accrual of arrears?

The Child Support Full Collection Program (CSFCP) is responsible for collecting all child support debts more than 60 days delinquent with an outstanding balance of \$100 or more. However, as practiced in previous systems conversions, NCPs should not be submitted to CSFCP until the end of the month following conversion.

14. What customer service assistance and outreach information is available for LCSA during their transition to the SDU?

SDU Outreach Key Messages were provided to the LCSAs Implementation coordinators on August 19, 2005 for all waves. These outreach materials were designed to help the LCSAs effectively communicate key messages about the SDU using a selection of appropriate outreach tools and methods for various audience groups.

Outreach materials for customers includes direct notices, posters, Interactive Voice Response messages and bill stuffers developed by the Department, in consultation with LCSAs, to explain the transition to the SDU and advise the CP that every effort will be made to process and issue payments as quickly as possible. CPs will also be advised that the SDU will allow for a variety of options that will make receiving their child support payments more timely and convenient.

During the transition period, delays are expected to occur since all payments will be redirected from the LCSA to the SDU. Once all of the counties have transitioned and employers are informed to make their payments directly to the SDU, the process will become more streamlined.

Additionally, targeted outreach notices will be sent to NCPs explaining the transition and alerting them to the fact that payments, either directly to the LCSA or made via wage withholding, need to be received at the LCSA by the 20<sup>th</sup> of each month to avoid accrual of interest. NCPs will also be informed that once operational, the new SDU will provide a variety of payment options that will make it easier for NCPs (not subject to wage withholding) to make payments.

15. Will clients have a right to state hearings?

If an issue remains unresolved after exhausting the Complaint Resolution Process, a request for a state hearing can be filed. During the state hearing process the Administrative Law Judge would make the determination of whether the LCSA followed established statute, regulations, or policy.

16. Does the use of date of receipt as legal date of collection violate the injunction in the Barnes case?

Some LCSAs have voiced concerns that the decision to define by regulatory action the legal date of collection as date of receipt by the SDU may not conform to the requirements of the Barnes Injunction. The following statement is used to illustrate the concerns raised:

..."[i]f the SDU distributes money based on the Date of Receipt instead of the Date of Collection, this appears to be in conflict with the required Barnes Notice and 'Information Sheet'."

The federal regulations at 45 CFR 302.51(a)(4)(ii) defines "date of collection" for wage assignment payments as the date of receipt at the state distribution unit (SDU) or at state option the date of withholding may be deemed to be the date of collection. Therefore, the date of receipt at the SDU is in effect synonymous with the date of collection.

A concern was also raised regarding the department's legal analysis of the impact of this change in definition to the Barnes case. Our research concluded that the Barnes case did not litigate the date of collection that must be used by California, nor did it define the legal date of collection. However, the Barnes Injunction specifically requires that the notice provide the "legal date of collection". Since the state is changing the definition of the legal date of collection to date of receipt as allowed under federal law, the Barnes injunction requires that we modify the notice to reflect that change. As part of our analysis of this issue, the Department also consulted with legal counsels who have direct knowledge of and past history with the Barnes case. These individuals concur with our conclusion. Therefore, Department is confident that the transition to use to date of receipt as the legal data of collection is consistent both with federal law and the Barnes court decision.

As part of this policy change, the current Monthly Statement of Collections and Distribution, CS 916 and the Notice of Important Information About Support That Has Been Collected, CS 917 have been revised. The new forms, Monthly Statement of Collections and Distribution, DCSS 281 and the Notice Regarding Monthly Statement of Collection and Distribution, DCSS 279 reflect the change of the legal date of collection as date of receipt. As local child support agencies transition to the SDU, the new DCSS 281 and DCSS 279 forms will be used.

17. Should LCSAs continue to use the DCSS forms CS 916, Monthly Statement of Collections and Distributions (dated 03/02) and CS 917, Notice of Important Information (dated 03/02), or will new forms be used?

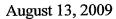
Once transitioned to the SDU, the new Monthly Statement of Collections and Distributions (DCSS 0281 (dated 08/16/04)) form, along with the new Notice Regarding Monthly Statement of Collection and Distribution (DCSS 0279, (dated 08/16/04)) should be used.



# YUBA-SUTTER JUVENILE HALL CAMP SINGER YOUTH GUIDANCE CENTER

FRANK D. SORGEA

Superintendent of Institutions



The Honorable Julia Scrogin Yuba County Superior Court 215 5<sup>th</sup> Street Marysville, CA 95901 AUG 2 4 2009 DIFORM

YUBA COUNTY SUPERIOR COURT
H. STEPHEN KONISHI
SUPERIOR COURT CLERK

BY

GOURT CLERK

RE:

Response to 2008/2009 Grand Jury Findings and Recommendations

Dear Judge Scrogin:

This letter, provided pursuant to California Penal Code Section 933, is the Yuba County Probation Departments response to 2008/2009 Grand Jury Final Report — Findings and Recommendations concerning the annual investigation into the operation of the Bi-County Juvenile Hall and Camp Singer Youth Guidance Center.

First of all I wish to express my gratitude to the Grand Jury for conducting a thorough and well orchestrated inspection. I enjoyed meeting with the panel and discussing our facility operations as well as our program components. I felt the panel demonstrated a commitment to their purpose and were always well prepared when they visited our facilities.

Please accept the following response to the 2008/2009 Grand Jury Findings and Recommendations:

#### Finding 1

The chemicals used in the laundry are in large buckets next to one of the washers and not secured.

We agree with this finding. A store of laundry chemicals is maintained in the laundry room adjacent to the washing machines. An automatic dispenser regulates the amount of chemical added to each load of laundry. Flexible plastic tubes carry the chemicals from 5 gallon buckets to the distribution pumps.

#### Recommendation 1

Establish a caged area to lock the chemicals out of reach and to restrict access to the dangerous chemicals.

The recommendation has been partially implemented with full implementation expected to be completed by the end of August 2009. We have relocated storage of unused containers to a

secure area behind the dryer room. Our Construction Technology class will be constructing a caged compartment wherein the containers currently in use will be maintained.

#### Finding 2

The wards working in the laundry are not trained in exposure control or offered hepatitis B vaccinations as required by OSHA Regulation (29 CFR, section 1910.1030).

We agree with this finding, however note that the most appropriate regulation is the Title 8, Section 5193 (c)(1). Owing to the fact that this state regulation is more stringent we are required to abide by it rather than the federal regulation.

#### Recommendation 2

Offer the laundry workers hepatitis B vaccinations in accordance with OSHA Regulation (29 CFR, section1910.1030, Appendix A. If any ward declines the vaccination, then there should be written documentation kept on file. Provide training to laundry workers for exposure situations.

This recommendation has been implemented. Minors assigned to laundry detail will be provided published materials addressing blood borne pathogens exposure. Hepatitis B vaccinations will be made available to all minors who are assigned to the laundry.

#### Finding 3

Some of the holding area doors are scratched and are difficult to lock. The carpet is torn, which could result in injuries. The windows in the cells have paper stuffed into the holes around them and they are scratched with gang affiliations.

We agree with this finding

#### Recommendation 3

Replace and repair as necessary.

This recommendation has been partially implemented. All cell door locking mechanisms requiring maintenance are routinely addressed. The scratching on the doors is a pervasive issue which does not pose a safety concern, however is unsightly. The carpet in the boy's day room has been replaced. The paper material stuffed in the windows is unsightly. This issue is exacerbated by the fact that the locking mechanisms on these windows are frozen in the locked position. An attempt to secure a method of opening these window frames will be undertaken.

#### Finding 4

The exposure control plan is outdated with the last version being completed in September 2001. The OSHA Regulation (29 CFR section 1910.1030) requires that the exposure Control Plan be reviewed on an annual basis.

We agree with this finding.

### Recommendation 4

Update the Exposure Control Plan and establish a procedure to ensure the plan is reviewed on an annual basis.

The recommendation has been implemented. The Exposure Control Plan is being rewritten to reflect current standards and regulations. Evaluation and review of this plan will be incorporated into our annual procedural review.

Respectfully Submitted

Frank D. Sorgea

Superintendent

# The County of Yuba

### **HEALTH & HUMAN SERVICES DEPARTMENT**

#### **Suzanne Nobles, Director**

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901 Phone: (530) 749-6311 Fax: (530) 749-6281



Joseph W. Cassady, D.O., Health Officer

Phone: (530) 749-6366

SEP 1 7 2009

August 19, 2009

Honorable Julia L. Scrogin Superior Court of California Yuba County Courthouse 215 Fifth Street, Suite 200 Marysville, California 95901 YUBA COUNTY SUPERIOR COURT H. STEPHEN KONISHI SUPERIOR COURT CLERK

Re: Response to Final Report of the 2008-2009 Yuba County Civil Grand Jury

Dear Judge Scrogin:

The purpose of this letter is to respond to the findings and recommendations made by the 2008-2009 Civil Grand Jury to the Yuba County Health and Human Services Department (YCHHSD):

Finding 1:

The updated version of the Health and Human Services Department's Strategic Plan is incomplete. The Plan does not provide clear objectives and strategies to build an action plan for improvement.

#### Recommendation 1:

Establish a clear Strategic Plan with reachable objectives and strategies to implement an action plan, then implement the Plan.

Response:

YCHHSD agrees with the finding that the version of the YCHHSD's Strategic Plan provided to the Grand Jury is incomplete. During this fiscal year, HHSD will implement the Grand Jury's recommendation by further developing a Strategic Plan which is in alignment and consistent with Yuba County's Strategic Plan and reflective of the strategic priorities endorsed by the Yuba County Board of Supervisors in July 2009 and formally adopted on August 18, 2009.

Finding 3:

The 2007 Children's Report Card was very informative and provided crucial information and positive insight of the children of Yuba County. The YCCC intended the report to be an annual publication but chose not to provide a report for 2008.

**Recommendation 3:** 

The YCHHSD provided critical input to the Children's Report Card and if the YCCC (Yuba County Children's Council) does not continue the report, the HHSD should establish a similar report annually or at least every other year.

Response:

YCHHSD will not implement the Grand Jury's recommendation related to the Children's Report Card because it is not reasonable. We agree the report provided useful information and an excellent snapshot of the status of children and their families in Yuba County. However, it would be a significant undertaking for YCHHSD to develop a similar annual report, or even bi-annual report. As originally conceptualized, the report was a collaborative effort with information and statistics provided by a multitude of community partners. For the first report, YCHHSD took the lead to collate the data and prepare the report for

Judge Scrogin Page 2.

publication. With current budget reductions and increasing workloads, YCHHSD does not have the staff time or budget to dedicate to a project of this magnitude. As originators of the project, the YCCC should decide whether to publish an annual or bi-annual Children's Report Card and share the work amongst its member agencies.

Thank you for the opportunity to respond to the Grand Jury's recommendations. Please contact me if you have any questions regarding any of the responses above.

Sincerely,

Suzanne Nobles, Director

CC: Yuba County Board of Supervisors Robert Bendorf, County Administrator

# The County of Yuba

#### Community Development & Services Agency

#### Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434 915 8<sup>th</sup> Street, Suite 123 Marysville, California 95901 www.co.yuba.ca.us

August 28, 2009

The Honorable Julia L. Scrogin Grand Jury Presiding Judge Superior Court of California Yuba County Courthouse 215 Fifth Street, Suite 200 Marysville, CA 95901



BUILDING 749-5440 • Fax 749-5616

CODE ENFORCEMENT 749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA 749-5450 • Fax 749-5454

HOUSING AND COMMUNITY SERVICES 749-5460 • Fax 749-5464

> PLANNING 749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR 749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION 749-5430 • Fax749-5434

SEP 1 7 2009

YUBA COUNTY SUPERIOR COURT
H. STEPHEN KONISHI
SUPERIOR COURT CLERK
BY
COURT CLERK

Subject:

2008-2009 Yuba County Grand Jury Final Report: Yuba County

Community Development and Services Agency

#### Your Honor:

Thank you for the opportunity to provide a Response to Findings and Recommendations in the 2008-2009 Yuba County Grand Jury Final Report: Yuba County Community Development and Services Agency. It was a pleasure meeting with Grand Jury members to discuss various issues related to the services we provide the community.

Below are the Grand Jury's findings and recommendations followed by our responses:

#### Finding 1:

The complaint process has improved and follows a chain of command for greater accountability.

Response:

We agree with the finding.

#### **Recommendation 1:**

The complaint form, process, and policy should be posted on the CDSA website. The staff is commended for streamlining the complaint process in the Building Department.

Response: The recommendation has not yet been implemented, but is being worked on collectively on a Countywide basis for all County Departments and includes new software which will make emailing complaints, comments and questions easier for the public and tracking of this information easier for management. Should be implemented within 12 months.

#### Finding 2:

The future Residential Construction Guide will be a useful and necessary tool for do-it-vourselfers and the professional builders in Yuba County.

Response:

We agree with the finding.

#### **Recommendation 2:**

CDSA needs to complete, post and publicize the Residential Construction Guide as soon as possible.

Response: The recommendation has not yet been implemented, but will be in fiscal year 2009/10. The Guide is close to completion however we are trying to make it as comprehensive and user friendly as possible which has resulted in additional revisions.

#### Finding 3:

CDSA continues to improve both customer relations and complaint resolution in the Building Department.

Response:

We agree with the finding.

#### **Recommendation 3:**

CDSA should take the lessons learned with the streamlined complaint process in the Building Department and extend them throughout the Agency.

Response: The recommendation has not yet been implemented, but is being worked on collectively on a Countywide basis for all County Departments and includes new software which will make emailing complaints, comments and questions easier for the public and tracking of this information easier for management. Should be implemented within 12 months.

The following responses are specific to the Code Enforcement Division:

#### Finding 1 (CED):

Based on the review of documents the policies and procedures currently in place in the CED adequately manage and monitor each public nuisance complaint from inception to resolution.

Response:

We agree with the finding.

#### Finding 2 (CED):

The nature of public nuisance abatement is ongoing and fluid. As existing complaints are resolved new complaints are being logged and tracked.

Response:

We agree with the finding.

Finding 3 (CED):

The CED's budget for code enforcement is from the General Fund and is based upon abatement fees. This restricts the number of personnel assigned to code enforcement and in turn restricts the ability of the Officers to resolve complaints during times of increased filings, and track complaints moving through the Judicial and Administrative Processes.

Response: We partially disagree with the finding. CED is a general fund department, with a portion of the budget coming from abatement fees collected. Abatement fees may not be assessed on properties (owners) who responsibly respond to CED requests for compliance. If a property owner does not respond in an adequate and responsible fashion, then abatement fees are levied as part of the abatement process. A substantial portion of property owners voluntarily comply, which is a good indication that the CED program is effective; however, even with voluntary compliance, staff time is involved, which necessitates the need for general funds to cover expenses. Therefore, abatement fees are not the "restriction" in the number of CED Officers.

#### **Recommendation 3 (CED):**

The Board of Supervisors should revisit the operating budget for the CED in order to increase the number of Code Enforcement Officers. The will enhance the ability of the CED "to eliminate environments that create or support public health or safety hazards as well as promote a minimum standard of living" for the citizens of Yuba County. Further, augmenting the number of Code Enforcement Officers would lead to an increase in the number of abatements resolved and abatement fees collected.

Response: The recommendation requires further analysis by the Board of Supervisors. The Board of Supervisors has steadily increased the general fund contributions to the CED budget resulting in the highest number of CED Officers ever in the County. In addition, CDSA has recently implemented processes in order to provide support through all four Departments within CDSA by seeking out voluntary compliance with property owners through staff in the Department regulating the code being violated prior to a CED Officer being assigned the case. This process has helped the CED without requiring additional general funds for CED.

#### Finding 4 (CED):

Code Enforcement is "response driven" as per policy of the Board of Supervisors; there is no proactive approach to public nuisance abatement in Yuba County.

Response: We partially disagree with the finding. Although the term "response driven" accurately describes the policy, the CED appropriately responds to violations that are immediately injurious to public health and safety without first receiving a complaint. In addition, the CED works with any agency requesting assistance to determine the full extent and nature of violations (public nuisances) and takes all necessary steps to safeguard the public at large. Code Enforcement departments throughout the State are generally reactive or "response driven" to reduce the public's perception of selective

enforcement, or in other words, going where the complaints take us and not targeting certain areas, socio-economic classes, etc. Using the current model of operation allows the prioritization of known violations, directing resources to make the greatest impact within the unincorporated area of the County.

#### Recommendation 4 (CED):

"Response driven" public nuisance abatement may not be the best model for a sparsely populated, largely rural county such as Yuba. It is recommended that the Board of Supervisors revisit this policy for improving the purpose and mission effectiveness of the Code Enforcement Division.

Response: The recommendation requires further analysis by the Board of Supervisors.

Sincerely,

Kevin Mallen, P.E.

**CDSA** Director

#### OLIVEHURST PUBLIC UTILITY DISTRICT

**BOARD OF DIRECTORS** 

Ron Dougherty Catherine A. Hollis Michael Morrison Larry D. Patty Brenda F. Peeples P O. Box 670 1970 9th Avenue Olivehurst, CA 95961 Telephone (530) 743-0317 Fax (530) 743-3023

SEP 1 1 2009

GENERAL MANAGER Timothy R. Shaw

September 10, 2009

The Honorable Julia Scrogin Yuba County Superior Court 215 Fifth Street, Suite 200 Marysville, CA 95901 YUBA COUNTY SUPERIOR COURT
H, STEPHEN KONISHI
SUPERIOR COURT CLERK
BY
COUNT CLERK

Re: Olivehurst Public Utility District Response to 2008-2009 Yuba County Grand Jury Final Report

Honorable Julia Scrogin,

The Olivehurst Public Utility District (OPUD) hereby responds to the findings and recommendations contained in the subject report. OPUD agrees with the findings and thanks the Grand Jury for bringing the items to our attention.

The recommendations contained in the subject report have been implemented. The OPUD Board of Directors adopted the enclosed Confidentiality Policy at its regular meeting held July 16, 2009. Furthermore, every regular OPUD employee is being required to read and acknowledge the Confidentiality Policy by signing a statement stipulating adherence to the policy.

In conclusion, OPUD thanks the Grand Jury members for their professionalism and genuine concern for the community.

Sincerely

Timothy R. Shaw General Manager

**OLIVEHURST PUBLIC UTILITY DISTRICT** 

4 R. Shaw

**Enclosure** 



## **Olivehurst Public Utility District**

**Confidentiality of Information Policy** 

Effective: 07-16-09 Rev 0

#### Scope

The protection of confidential and sensitive information is vital to the interests of Olivehurst Public Utility District (District). Confidential and/or sensitive information is any and all information disclosed to or known by you as a consequence of your employment with the District that is not generally known, AND due to various privacy restrictions, should not be known to other persons without a legitimate need to know. This policy applies to ALL District employees at all times.

#### **Definition**

Confidential and/or sensitive information is any information so designated (stamped) OR information which, if subjected to uncontrolled release, would violate any applicable privacy statutes. This information may be contained in written policies and manuals, verbal communications, in any unwritten knowledge of employees, and/or any other tangible method of expression, including hard disk and soft disk drive mechanisms.

Examples of confidential and/or sensitive information include, but are not limited to, the following:

- a. Employee payroll and compensation data, to include Social Security Numbers, date of birth, home address and phone numbers.
- b. Employee capabilities and information about individuals which relates to their personal life, including their employment and medical histories or which identifies or describes an individual (employee, customer, applicant for employment, etc.).
- c. Labor relations strategies pertaining to disputes and ongoing negotiations.
- d. Customer lists, addresses associated to billing information.
- e. Customer account information.
- f. Medical information.

#### **Policy**

Confidential and/or sensitive information is disclosed solely on a need to know basis. It is a violation of this policy to disclose confidential and/or sensitive information in any form without legitimate, authorized justification.

#### Requirements

All employees will be required to sign a confidentiality agreement as a condition of this policy. Due to the close proximity in which employees work, any information overheard or seen while in the course of their duties should be considered confidential and not revealed or discussed with family, friends, or anyone else without prior written approval from management.

An employee who improperly uses or discloses confidential information will be subject to disciplinary action, up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

#### Employee Privacy.

Remember, all information and files on the District computer system may be monitored to ensure that the confidentiality policy is followed. Within the restrictions of all applicable laws, District property including employees' desks, offices, belongings, etc., can be inspected to ensure that confidential information is not being removed.



## MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

#### **GAY TODD, SUPERINTENDENT**

1919 B STREET-MARYSVILLE, CA 95901 (530) 749-6100 FAX (530) 741-7894

AUG 2 4 2009

August 24, 2009

Honorable Julia L. Scrogin, Presiding Judge Yuba County Superior Court 215 Fifth Street, Suite 200 Marysville, CA 95901 YUBA COUNTY SUPERIOR COURT
H. STEPHEN KONISHI
SUPERIOR COURT CLERK
BY
COURT CLERK

RE: Staff Response of the Marysville Joint Unified School District to the Final Report of the Yuba County Grand Jury 2008-2009 (pages 63-69)

The Honorable Julia L. Scrogin:

Pursuant to California Penal Code sections 933 and 933.05, the Marysville Joint Unified School District ("District") hereby submits its formal staff response to the 2008-2009 Grand Jury Final Report ("Report") on the Loma Rica Elementary School. This is a separate response supplemental to the Board of Trustees' response sent to you dated August 4, 2009. The Board response is incorporated herein by reference.

- **I. Finding 1**: "While proper review and approval by the DSA of the location of the portables may have been obtained, the Committee has safety concerns. An on-site visit to the location made evident that there is a probable risk that a speeding vehicle or heavy equipment hauler could collide with the classroom buildings. The close proximity of these portables to three avenues of traffic increases those odds and the possibility of injuries or death makes this risk unacceptable."
  - Response to Finding 1: Wholly Disagree.

#### **Review and Approval**

In accordance with strict guidelines set forth by various public oversight agencies, the District obtained the necessary review and approval for the placement and construction of the buildings in question. Although the process of obtaining approvals is complex and time consuming, the District strives to accomplish nothing less than full approval for every project, without exception, to ensure safe and compliant facilities for students, staff, and the community. In this particular instance, the District obtained the following approvals:

- 1. Division of State Architect June 18, 2007;
- 2. California Department of Education (CDE) August 16, 2007;
- 3. Office of Public School Construction (OPSC) Funding date January 1, 2008;
- 4. Pacific Gas and Electric (PG&E) Plan approval for PG&E work August 13, 2007; and
- California Environmental Quality Act (CEQA) Exemption August 6, 2007.

The design for the buildings at issue, as with all projects, takes into account all related safety measures. The project complies with all local, state, and federal laws and regulations and received all necessary approvals. The above-referenced agencies also reviewed and approved the design for structural integrity, compliance with fire, life, and safety regulations, and accessibility related to the Americans with Disabilities Act.

#### Probable Risk

Most individuals will acknowledge there is a possibility that traffic can strike ANY building adjacent to ANY road. The Grand Jury Report fails to quantify why, in this particular instance, the risk is any greater than anywhere else in Yuba County. In fact, the additional safety measure taken by the District, as discussed below, significantly reduces the possibility of a collision. The Report, however, fails to acknowledge the significance of this additional safety measure.

Although not required by local, state, or federal laws and regulations, the District installed concrete barriers (known as "k-rails") to protect the buildings at issue. The K-rail has become the standard temporary/semi-permanent concrete barrier within California. It consists of 6m (20-foot long) sections with pin and loop connections, and each weighs approximately 3,500 kg (7,600 lbs.). [Attachment "A"].

K-rails are widely used for traffic control throughout the world. They are approved and used by the California Department of Transportation and also used to prevent car bombs from entering protected areas. The barriers are approximately three (3) feet tall and made of poured concrete. By design, these barriers will absorb impact and redirect a speeding vehicle away from the protected area.

#### Conclusion

I wholly disagree with Finding 1. The Grand Jury Report provides no relevant or credible evidence that the placement of the portable buildings increases the odds and/or possibility of injuries or death at Loma Rica Elementary School. Furthermore, the Grand Jury Report completely disregarded the information set forth above, despite the fact that the District provided this information to the Grand Jury, on more than one occasion, during the course of its investigation.

#### II. Recommendation 1: "Consider placing portable classrooms in a safer location."

#### Response to Recommendation 1: Already Implemented Prior to the Grand Jury's Review.

As a careful and thorough investigation would have revealed, the District in fact implemented Recommendation 1 of the Grand Jury Report, as set forth below, prior to its construction of the buildings in question.

#### **Development of Master Plan**

Attached is a copy of the current Loma Rica Elementary School Master Plan. [Attachment "B"]. The Master Plan was developed based on multiple factors including available funds, potential state matching funds, legal requirements, health and safety considerations, and site/community input. The structure of Phase I was determined after receiving extensive input from the site principal, as well as input received at a public forum. That information was then reviewed, researched, and weighed against available funds, potential state matching funds, greatest value for bond funds, health and safety, and legal and planning-related factors.

As is evident from the Master Plan, Phase I includes the construction and placement of the buildings in question. Phase I work also includes the construction of a septic system, demolition and new construction for administrative, library, and Kindergarten spaces, as well as reconstruction of the adjacent parking area. For obvious reasons, the buildings at issue could not have been placed in locations where current buildings exist. For health and safety reasons, they also could not have been placed in areas where demolition and construction are taking place.

As discussed further below, all viable alternative placement locations have been carefully considered, and the current location is the safest viable placement on the Loma Rica site.

#### **Alternative Locations**

Prior to their construction, the District considered placing the buildings in question in several different locations. Upon consideration, the District determined their current placement is the most appropriate use of District facilities and resources, adequately protects the safety of the District's students, employees, and visitors, and is consistent with all applicable laws and regulations.

While bearing in mind the Loma Rica School site is just over five (5) acres, has limited space, and will be undergoing extensive demolition and construction during Phase I of the project, specific consideration was given to the following potentially viable alternative locations:

- <u>Play Field</u>. The play field was ruled out as a viable location due to the septic system leach lines. Approximately ninety percent (90%) of the play field is being used as the leach field. Pursuant to the recommendation obtained from the Environmental Health Department, the play field is the only available location for the leach lines. All other locations are not suitable for safe and healthy leaching.
- Existing Parking Lot. The existing parking lot was ruled out as a viable location due to lack of space to comply with legally-required setbacks from the property lines. In order to place one or more of the existing portables in this location, acquisition of additional space would have been required to make room for a fully compliant parking lot in the area where the new portables are currently located.

#### Conclusion

The District's staff continually strives to act in the best interest of the District, its students, employees, the community, and its taxpayers. The District would never intentionally put anyone's life in peril. To ensure that all necessary and legally-required health and safety measures are taken, the District relies on experts with specific credentials, technical knowledge, and years of experience.

The District's final determination to place the five (5) interim portables in the northwest portion of the site was made only after careful and extensive consideration was given to all potentially viable options. The District made its determination based on practical, necessary, and legally-required accommodations for the health and safety needs of the students, staff, and the community as well as the future demolition and construction of the administration area, library, and classrooms.

Once again, the Schools Committee of the Grand Jury failed to include in its Report the relevant information, set forth above, despite the information having been presented to the Schools Committee on numerous occasions by District staff.

Although the Schools Committee of the Grand Jury chose not to speak with me regarding their concerns about Loma Rica Elementary School, as all past Grand Juries have done, please know you may contact me directly at 749-6102 if you have additional questions or concerns.

Sincerely

Dr. Gay Took, Superintendent

Attachment

c: Members, MJUSD Board of Trustees Joyce Brannin, Foreperson

#### FOR VEHICLE CONTROL AND CONSTRUCTION SITE SAFETY

### 20' (6m) BARRIER RAIL CALTRANS TYPE K

"GAWK" SCREEN

HOLES (4 PLACES)

■ Reduce Crossover Accidents

Reduce Liability ExposureReduce Vehicle Damage

■ Reduce Traffic Fatalities

#### **SPECIFICATIONS**

Approximate Weight per Panel: 7,600 lb. (3,500 kg.)

■ Laying Length per Panel: 20'-0" (6m)

■ 4"(100mm) Diameter Lifting Hole (Centered)

#### OTHER USES

■ Excavation Enclosure

■ Material Storage ■ Retaining Wall

■ Barricades

Security

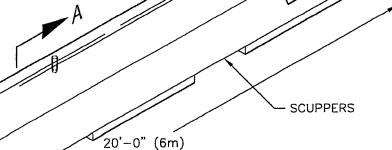


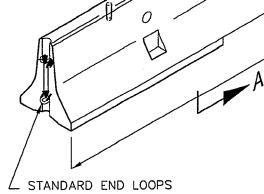
LAYING LENGTH

4"(100mm) DIA.

LIFTING HOLE -

(2 PLACES)





FOR PIN CONNECTIONS

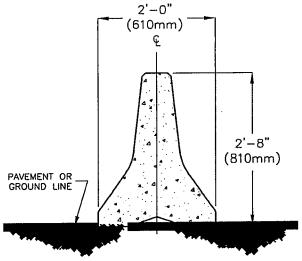
JENSEN PRECAST MANUFACTURES CONCRETE BARRIER RAILS, IDEALLY SUITED FOR STREET CLOSURES, DETOURS AND CONSTRUCTION SITES. BARRIERS ARE AVAILABLE FOR SALE OR RENTAL ON A SHORT OR LONG DURATION BASIS.

APPROVED BY THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION.

NOTE: METRIC DIMENSIONS ROUNDED TO NEAREST 5mm.

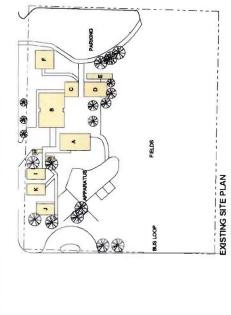
FOR COMPLETE DESIGN AND PRODUCT INFORMATION, CONTACT JENSEN PRECAST.

20ft\_Caltrans\_KRAIL.dwg © 1999 Jensen Precast



SECTION A-A





12 0

CDE TOTAL

ADMINISTRATION / LIBRARY / CLASSROOMS

KINDERGARTEN

TOTAL

3

PORTABLE CLASSROOM

COUNTY SPEECH

O I

STORAGE

PUMP HOUSE

PORTABLE CLASSROOM PORTABLE CLASSROOM

INTERM PORTABLE INTERIM PORTABLE INTERIM LIBRARY

4,100 960 1,600 1,600 240 220 960 960 960 960

PORTABLE ADMINISTRATION / LIBRARY

PORTABLE CLASSROOM

B C G H

CLASSROOMS

MULTI -PURPOSE / MTCHEN

**EXISTING CAMPUS** 

PORTABLE STAFF WORKROOM

220 280 960 1440 960 960 960 960 13,800 16,895

INTERIM ADMINISTRATION / FUTURE PRE-SCHOOL

STAFF LOUNGE / STUDENT TOILETS

T.S.

SQUARE FEET

NEW / MODERNIZED CAMPUS MULTI -PURPOSE / KITCHEN

LIND

SQUARE FEET

CLASSROOMS

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MASTER PLAN PHASES	PHASE 1	1 INTERIM PORTABLE U AND V, CLASS 2 INTERIM PORTABLE T, LIBRARY
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<b>*</b>		- III.

COMPLETED COMPLETED COMPLETED COMPLETED IN PROGRESS COMPLETED CONSTRUCT BUILDING W, ADMINISTRATION / LIBRARY / CLASSROOMS DEMOLISH BUILDING F, STORAGE
DEMOLISH PORTABLE C, CLASSROOM
DEMOLISH PORTABLE D, LIBRARY/ADMINISTRATION
DEMOLISH PORTABLE E, STAFF LOUNGE INTERIM PORTABLE R, ADMINISTRATION INTERIM PORTABLE S, STAFF LOUNGE / STUDENT SSROOMS CONSTRUCT BUILDING X, KINDERGARTEN CONSTRUCT KINDERGARTEN PLAY YARD CONSTRUCT VISITOR PARKING LOT CONSTRUCT SEPTIC SYSTEM

PHASE 2

13 12

STUDENT DROP

S

PARKING

14 DEMOLISH PORTABLE J, CLASSROOM
15 DEMOLISH PORTABLE K, CLASSROOM
17 DEMOLISH PORTABLE I, CLASSROOM
17 DEMOLISH BUILDING G, COUNTY SPEECH
18 CONSTRUCT PARKING LOT / STUDENT DROP
19 CONSTRUCT BUS LOOP
10 CONSTRUCT HARD COURTS
11 REMOVE PORTABLE R, STAFF LOUNGE / STUDENT
10 LETS 15

HARD COURTS

PHASE 3

MODERNIZE BUILDING B, CLASSROOMS
MODERNIZE BUILDING A, MULTI-PURPOSE
CONVERT PORTABLE S, INTERIM ADMINISTRATION TO PRE-SCHOOL
CONSTRUCT PLAY YARD 2222

Loma Rica Elementary School Master Plan

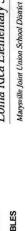
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MI There See TH | T E C T S

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October 21, 2008



































**EXISTING BUILDING** 

EGEND









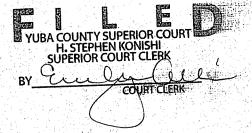


# Marysville Joint Unified School District

1919 B Street Marysville, CA 95901

(530) 741-6000 • FAX (530) 742-0573

AUG 1 0 2009



August 4, 2009

Honorable Julia L. Scrogin, Presiding Judge Yuba County Superior Court 215 Fifth Street, Suite 200 Marysville, CA 95901

RE: Response of Marysville Joint Unified School District to the Final Report of the Yuba County Grand Jury 2008-2009 (pages 63-69)

The Honorable Julia L. Scrogin:

Pursuant to California Penal Code sections 933 and 933.05, the Marysville Joint Unified School District ("District") hereby submits its formal response to the 2008-2009 Grand Jury Final Report ("Report") on the Loma Rica Elementary School as follows:

- I. Finding 1: "While proper review and approval by the DSA of the location of the portables may have been obtained, the Committee has safety concerns. An on-site visit to the location made evident that there is a probable risk that a speeding vehicle or heavy equipment hauler could collide with the classroom buildings. The close proximity of these portables to three avenues of traffic increases those odds and the possibility of injuries or death makes this risk unacceptable."
  - Response to Finding 1: Disagree.

The District takes issue with the statement that proper review and approval "may" have been obtained. In accordance with strict guidelines set forth by the Department of General Services for the Public School Construction Process, the District has obtained the necessary review and approval for the placement and construction of the buildings in question as well as for all construction projects. In this particular instance, the District obtained the following approvals:

- 1. Division of State Architect June 18, 2007;
- 2. California Department of Education (CDE) August 16, 2007;
- 3. Office of Public School Construction (OPSC) Funding date January 1, 2008;
- 4. Pacific Gas and Electric (PG&E) Plan approval for PG&E work August 13, 2007; and
- 5. California Environmental Quality Act (CEQA) Exemption August 6, 2007.

Although the process of obtaining approvals is complex and time consuming, the District strives to accomplish nothing less than full approval for every project, without exception, to ensure safe and compliant facilities for students, staff, and the community.

The District does not agree there is an evident probable risk that a speeding vehicle could collide with the buildings at issue. The design for the buildings at issue, as with all projects, took into account all related safety measures. The project complies with all local, state, and federal laws and regulations and received all necessary approvals. Along with laws and regulations, the above-referenced agencies reviewed the design for structural integrity, fire, life, and safety regulations, and accessibility related to the Americans with Disabilities Act.

Page 1 of 2



Furthermore, although not required by local, state, or federal laws and regulations, the District installed concrete barriers (known as "k-rails") as an additional safety measure. K-rails are widely used for traffic control throughout the world. They are approved and used by the California Department of Transportation and also used to prevent car bombs from entering protected areas. The barriers are approximately three (3) feet tall and made of poured concrete. By design, these barriers will absorb impact and redirect a speeding vehicle away from the protected area.

The District does not agree, and the Report provides no credible evidence that the placement of the portables increases the odds and/or possibility of injuries or death at the Loma Rica Elementary School Site.

#### II. Recommendation 1: "Consider placing portable classrooms in a safer location."

#### • Response to Recommendation 1: Already Implemented.

Prior to their construction, the District considered placing the buildings in question in several different locations. Upon consideration, the District determined their current placement is the most appropriate use of District facilities and resources, adequately protects the safety of the District's students, employees, and visitors, and is consistent with all applicable laws and regulations.

While bearing in mind the Loma Rica site is just over five (5) acres and has limited space, specific consideration was given to the following alternative locations:

- (a) Play Field. The play field is not a feasible location due to the septic systems leach lines. Approximately ninety percent (90%) of the play field is being used as the leach field. Pursuant to the recommendation obtained from the Environmental Health Department, the play field is the only available location for the leach lines; all other locations are not suitable for safe and healthy leaching.
- (b) Existing Parking Lot. The existing parking lot is not a feasible location due to lack of space to comply with necessary and legally required setbacks from the property lines. Additional space would have been required to place one or more of the existing portables to make room for a fully compliant parking lot in the area where the new portables are currently located.

The District's final determination was to place the five (5) interim portables in the northwest portion of the site in order to accommodate the health and safety needs of the students, staff, and the community as well as to accommodate the future demolition and construction of the administration areas, library, and classrooms.

Sincerely,

Jeff Boom

President, Board of Trustees

Dr. Gay Todd, Superintendent Mark Allgire, Assistant Superintendent, Business Services Joyce Brannin, Foreperson