

# **2018 - 2019 SUTTER COUNTY**

## ***GRAND JURY FINAL REPORT***



*Photo by Noelle Zumoff*

# **Final Report**

**of the**

**2018 – 2019**

**Sutter County Grand Jury**

A blue ink signature of Michael E. Johnson, consisting of stylized initials and a surname, written over a horizontal line.

Michael E. Johnson  
Foreperson

A blue ink signature of Honorable Susan E. Green, written in a cursive style over a horizontal line.

Honorable Susan E. Green  
Presiding Judge



## 2018-2019 SUTTER COUNTY GRAND JURY

May 23, 2019

The Honorable Susan E. Green  
Sutter County Superior Court  
1175 Civic Center Boulevard  
Yuba City, CA 95993

Dear Judge Green:

In compliance and accordance with California Penal Code Section 933(a), the empaneled 2018-2019 Sutter County Grand Jury would like to submit their final report to the Court and the residents of Sutter County.

The 2018-2019 Grand Jury members started out the year without the help of the previous year's Grand Jury foreperson due to the fact that all of the previous year's Grand Jury members resigned, under protest, before their term ended. Numerous publications and community member conversations asked why we (Sutter County residents) even need a Grand Jury. A dark cloud hung over the whole process of selection and empanelment of the 2018-2019 Grand Jury.

I was asked to be the foreperson and I felt it was an honor to be chosen for such a position. I accepted knowing full well that distractions were in the future due to the resignation of the former Grand Jury. Once our jury was empaneled, we decided that regardless of what happened during the previous year we would move forward with our sworn duties and leave all speculation outside our deliberations.

Based on that choice, we have devoted numerous hours investigating and reporting on our findings. Over the last year, each member spent 4 to 8 hours each week attending meetings, tours and interviewing numerous employees of various governmental entities within the County of Sutter.



## 2018-2019 SUTTER COUNTY GRAND JURY

Our jury was not without complications as we lost over half of the original 19 members of the Grand Jury due to various personal reasons. That, however, did not keep us from fulfilling our duties with the help of numerous juror alternates that stepped in and provided much-needed participation, advice and attendance.

The Grand Jury would like to thank the Honorable Brian Aronson - Presiding Judge (now retired), and the Honorable Sarah Heckman - Grand Jury mentor/advisor, for their trust and confidence in us. Their advice was a great benefit to the Grand Jury. It has been an honor to have worked with both.

The Grand Jury would like to thank the Honorable Susan E. Green – Presiding Judge (current), for her outstanding knowledge of the Grand Jury procedures and her willingness to help complete our duties.

The Grand Jury would like to also thank all the governmental agencies we spoke with and their employees for their cooperation with us throughout the year.

The Grand Jury would like to thank Jackie Laswell, Grand Jury Clerk for Sutter County Courts for all her assistance and expertise in administrative matters relating to the Grand Jury.

I would personally like to thank our ProTem, Mark Cuevas, for making sure that our meetings were running on schedule. Thanks also to our secretary, Julie Kershaw, for keeping our minutes and other forms current.

To the citizens of Sutter County, this year's Grand Jury has shown its dedication by presenting this report with the utmost gratitude for the opportunity to serve all residents of Sutter County. I'm delighted to put my signature next to those of my fellow jurors for their hard work during our term.





## 2018-2019 SUTTER COUNTY GRAND JURY

To answer the question mentioned earlier: “Yes”. Sutter County needs a Grand Jury. Only those who dedicate themselves and their families’ time to help their community can understand what it is to become a Grand Juror. Grand Jurors have an understanding of what it means to help their community. To be a Grand Juror is an honor that each citizen of Sutter County should strongly consider. Grand Jurors become knowledgeable in the workings and interaction of all the government entities which leads to a better understanding of where our taxes are spent and who is spending them. If you wish to become a Grand Juror, don’t wait for a summons, go to this link <https://www.suttercourts.com> and click on the tab “General Info”, find the menu item “Grand Jury” and inside you will find an application form. Fill it out and send it in. The Grand Jury is selected and empaneled in late June.

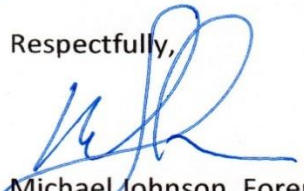
If you are unable to dedicate the time to be on the Grand Jury but think you know of something that needs looking into, go to the same link as above and under the Grand Jury menu there is a link to download a complaint form. Fill it out and mail it.

Last but not least, serving as Foreperson on the Grand Jury this year has been a very satisfying and worthwhile experience. It has been a pleasure to work with all of the 2018-2019 Sutter County Grand Jurors and it has been an honor and privilege to serve as the 2018-2019 Sutter County Grand Jury Foreperson.



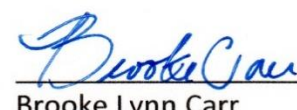
## 2018-2019 SUTTER COUNTY GRAND JURY

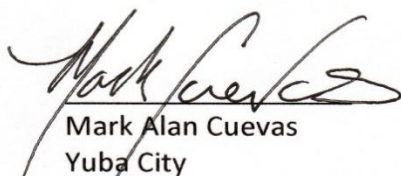
Respectfully,


  
Michael Johnson, Foreperson  
2018-2019 Sutter County Grand Jury

  
Linda Ellen Anderson  
Yuba City

  
Lois Elaine Black  
Yuba City

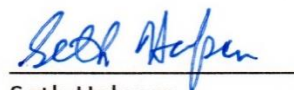
  
Brooke Lynn Carr  
Yuba City

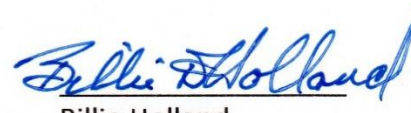
  
Mark Alan Cuevas  
Yuba City

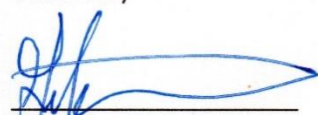
  
James Richard Dutton  
Yuba City

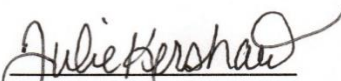
  
Makayla Fawcett  
Yuba City

Unavailable  
David Fowler  
Yuba City

  
Seth Halpern  
Yuba City

  
Billie Holland  
Yuba City

  
Gary Robert Jensen  
Yuba City

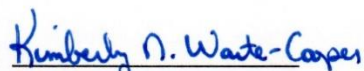
  
Julie Kershaw  
Yuba City


  
Marion Leinfelder  
Yuba City

  
Chris Lowery-Minton  
Yuba City


  
Kristie Ormosen  
Yuba City

  
Nina Stadel  
Yuba City

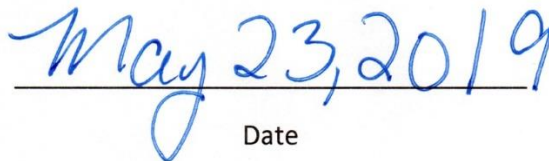
  
Kimberly N. Waite-Cooper  
Yuba City

  
Noelle Zumoff  
Live Oak

Pursuant to California Penal Code Section 933(a), the Presiding Judge makes the findings that the forgoing report is in compliance with Title 4, Chapter 3 of the California Penal Code ("Powers and Duties of the Grand Jury").



Honorable Susan E. Green, Presiding Judge  
Superior Court of California, County of Sutter



Date

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## Fire:

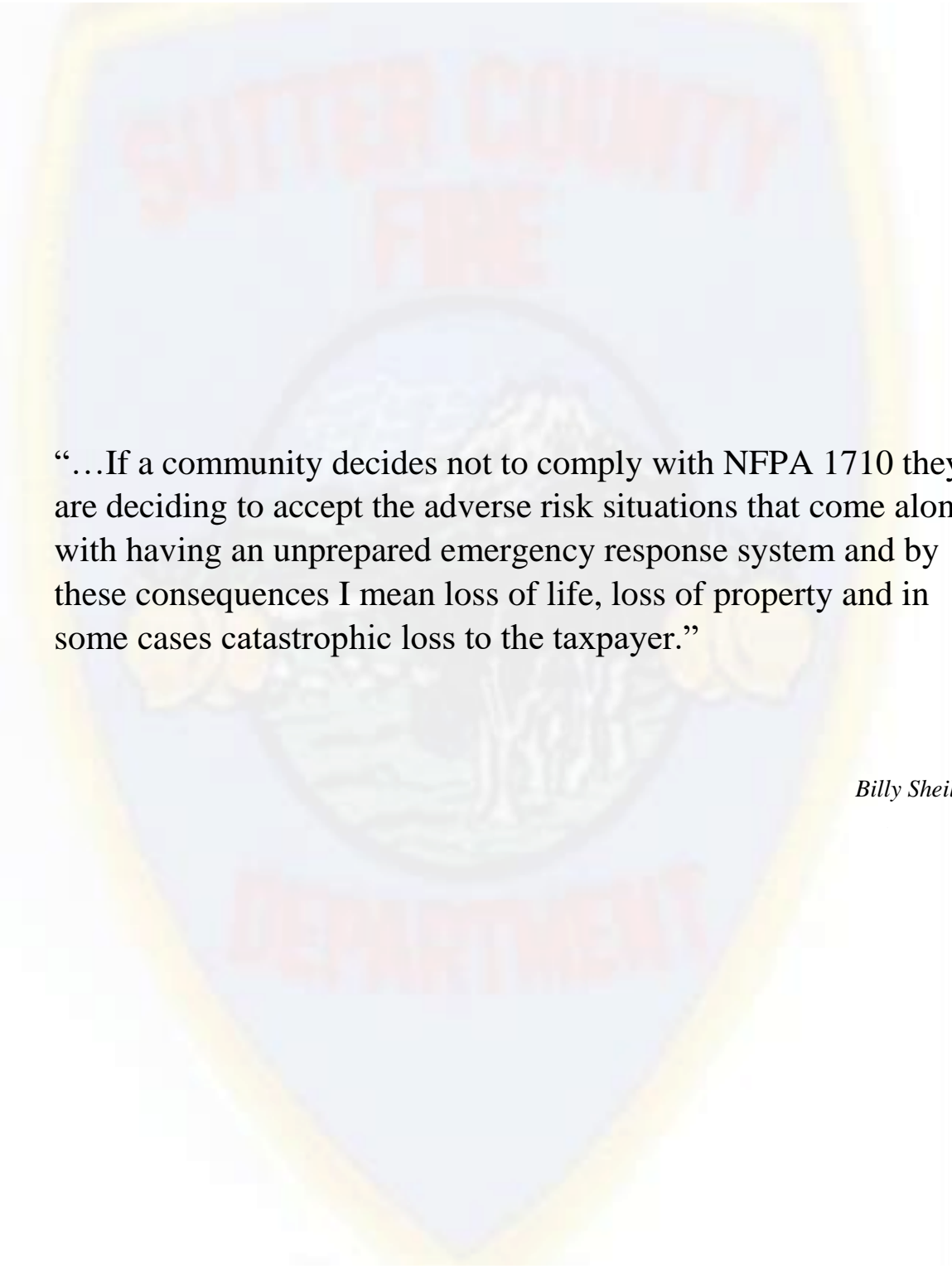
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The background of the slide features a large, faded logo of the Sutter County Fire Department. The logo is a shield shape with a yellow border. Inside the shield, the words "SUTTER COUNTY" are at the top and "FIRE" is below them, both in red. In the center is a circular emblem containing a mountain and a tree. At the bottom of the shield, the word "DEPARTMENT" is written in red.

“...If a community decides not to comply with NFPA 1710 they are deciding to accept the adverse risk situations that come along with having an unprepared emergency response system and by these consequences I mean loss of life, loss of property and in some cases catastrophic loss to the taxpayer.”

*Billy Shields*



# SUTTER COUNTY FIRE DEPARTMENT

*SERVICE AREA F*

# SUTTER COUNTY FIRE DEPARTMENT

## *SERVICE AREA F*

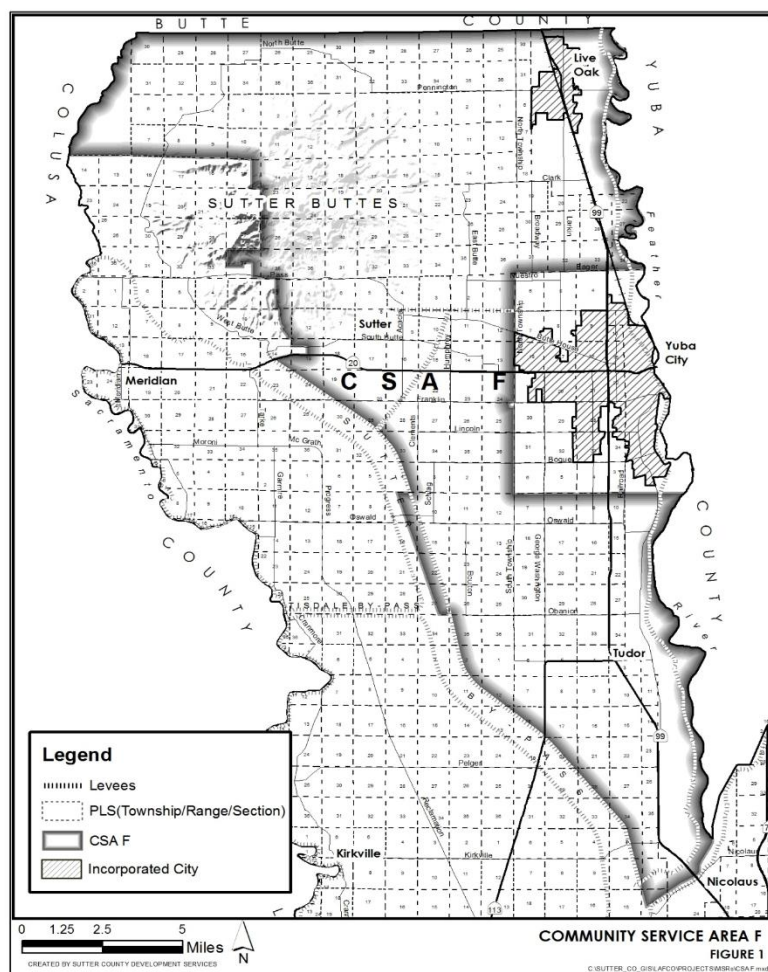
### SUMMARY

Sutter County Fire Department (County Service Area F) is facing dire challenges due to shortfalls in revenue and staffing, along with aging and failing emergency vehicles. The very real possibility of the station(s) closing is alarming and the residents of Service Area F may not be aware of these issues. There are currently no tax-rate review policies or procedures in place to identify the need to increase revenues to meet department expenses. Rate restructuring would greatly benefit the service area and allow the existing Special Fire Tax to be increased. Since its inception in 1997 the Special Fire Tax has not changed.

### BACKGROUND

The 2018-19 Sutter County Grand Jury (SCGJ) visited County Fire Stations of Service Area F to review the status of findings and recommendations of prior SCGJ reports in the areas of staffing, renovation, and installation of safety equipment. Concerns regarding staffing were identified in the 2006-07 and 2015-16 SCGJ reports. Recommendations to remodel Oswald-Tudor station and remove a shed were in the 2006-07, 2007-08, 2014-15, and 2015-16 SCGJ reports. Lastly, the 2015-16 SCGJ report recommended ventilation exhaust systems be installed at Sutter and Oswald-Tudor stations.

There are six fire districts in Sutter County (Appendix 1). Meridian Fire Department and Robbins Fire Department (Sutter Basin) are two independent districts with their own governing boards. The remaining four districts are County Service Areas (CSA's) and are referred to as CSA-F, CSA-C, CSA-D, and CSA-G. Live Oak Fire Department, Oswald-Tudor Fire Department, and the Sutter Fire Department were consolidated in 1996 to form the Sutter County Fire Department County Service Area F. The governing board for CSA-F is the Sutter County Board of Supervisors (BOS) and all significant financial decisions require the BOS' approval.



**FIGURE 1: MAP OF SUTTER COUNTY SERVICE AREA F**

County Service Area F (CSA-F) covers 254 square miles (162,560 acres) to provide fire protection and prevention, emergency medical care, hazardous materials mitigation, and rescue operations for the citizens of Sutter County and contract<sup>1</sup> services (Appendix 2) for the City of Live Oak. There are automatic and mutual aid<sup>2</sup> agreements in place with the other agencies in the county: the Yuba City Fire Department, Meridian Fire Protection District and the Sutter Basin Fire Protection District (Robbins Fire Department).

<sup>1</sup> City of Live Oak does not maintain their own fire department.

<sup>2</sup> In emergency services mutual aid is an agreement among emergency responders to lend assistance across jurisdictional boundaries.

## RESOURCES

The SCGJ toured the following Fire Departments:

- Live Oak Fire Department – Station #5
- Sutter Fire Department – Station #6
- Oswald-Tudor Fire Department – Station #8
- Pleasant Grove Fire Department – Station #9
- Meridian Fire Department – Station #65
- Robbins Fire Department

The SCGJ interviewed the following personnel:

- Staff from Live Oak Fire Department
- Staff from Sutter County Fire Department
- Staff from Pleasant Grove Fire Department
- Staff from Meridian Fire Department
- Staff from Robbins Fire Department
- Elected Sutter County Officials

The SCGJ reviewed the following documents:

- Sutter County Grand Jury Report 2006-07
- Sutter County Grand Jury Report 2007-08
- Sutter County Grand Jury Report 2014-15
- Sutter County Grand Jury Report 2015-2016
- Sutter County Grand Jury Report 2016-2017
- Occupation Safety and Health Administration 1910.134
- Occupation Safety and Health Administration 1910.156
- National Fire Protection Agency (NFPA) 1710
- NFPA “Interior Fire Attack” Policy dated 1/1/2001; revised 5/30/2008
- CSA-F Budgeted vs Actuals spreadsheet

- 2018 County of Sutter Appropriation/Revenue Status – Adopted period ending 6/30/2018
- Sutter CSA-F Local Agency Formation Commission Municipal Service Review
- Sutter County Fire Department Volunteer Firefighter Policy# 01-2013
- 2018-2019 Recommended Budget for County of Sutter
- Fire Amortization Record CSA-F, Loan Interest & Payment

## DISCUSSION

### *HISTORY*

CSA-F has evolved out of necessity from utilizing predominately volunteers to a staff of full-time firefighters. The increased costs of full time salaries, public safety benefits (specifically workers' compensation costs) and the cost of equipment has risen tremendously in the past 22 years. In Fiscal Year 2002-03, the Sutter Board of Supervisors approved a loan in the amount of \$985,000 from the General Fund to CSA-F (fund 0305) for the construction of Sutter Fire Station #6. The loan is for approximately 30 years, has a variable interest rate and the remaining balance is \$453,035. The Special Fire Tax, which was established in 1997 without an inflation index, has remained flat (not increased) and created a situation where annual expenditure obligations are surpassing recurring revenue (Appendix 3). This has resulted in prior year fund balances for fire services nearing depletion. CSA-F is funded by three primary sources; a contract with the City of Live Oak, a small, dedicated portion of annual property taxes, and a special dedicated fire tax levied on property owners within the unincorporated portion of CSA-F. The County does not provide any General Fund support to CSA-F.



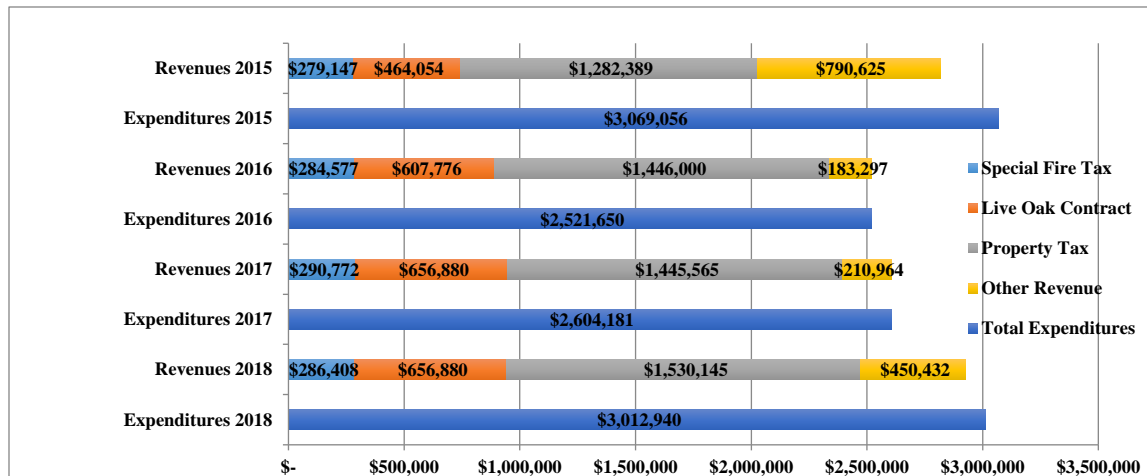


FIGURE 2: EXPENDITURE AND REVENUE

## STAFFING

It is a regular occurrence that there is only one fireperson per station (excluding Live Oak), to respond to calls due to lack of funding, inadequate staffing and a scarcity of volunteers. Occupation Safety Health Administration (OSHA) policy (Appendix 4) and Sutter County Fire Department Interior Fire Attack Policy: *Two-in, Two-out* (Appendix 5) *restrict firefighters from crossing the threshold of a structure until there are a minimum of four fire personnel on scene. Two personnel are required outside the structure while another two are inside the structure.* The current contract between Sutter County and the City of Live Oak requires staffing of two personnel on a 24-hr basis at the Live Oak station. The safety of fire personnel and citizens is being compromised due to low staffing.

Volunteers assisting the fire department have steadily declined for several years according to fire leadership. There is currently a lack of a formal volunteer recruitment program, and volunteers must meet ongoing, stringent training standards that require significant time commitments.

Firefighter injuries have culminated in a significant increase in workers compensation claims. Costs have risen from \$64,347 in 2015, to an estimated \$275,171 for fiscal year 2018-2019 – **an increase of 328 %**.

## *EQUIPMENT*

APPARATUS	AGE (Years)	MILEAGE (Miles)
<b>Engine #5</b>	<b>29</b>	<b>42,718</b>
Engine #6	16	56,091
Engine #8	15	49,306
<b>WATER TENDER #5</b>	<b>22</b>	<b>31,829</b>
<b>WATER TENDER #6</b>	<b>23</b>	<b>42,103</b>
WATER TENDER #8	13	13,837
BRUSH TRUCK #5	10	30,206
<b>BRUSH TRUCK #6</b>	<b>29</b>	<b>212,521</b>
BRUSH TRUCK #8	12	40,769
<b>RESERVE BRUSH TRUCK #6</b>	<b>40</b>	<b>104,738</b>

\*Equipment in bold is past replacement age

FIGURE 3: SUTTER COUNTY FIRE APPARATUS

CSA-F is not currently using an equipment replacement schedule and has not developed or funded a capital improvement plan. For fiscal year 2018/19 maintenance of existing fire apparatus exceeded \$150,000. Additionally two 28 year old “first out”<sup>3</sup> structural apparatus were removed from service due to insurmountable repairs. **The industry standard is to replace “first out” fire apparatus when it is 15 – 18 years of age.** (Not shown in Figure 3 is a 2018 Ferrara Structure Engine purchased by the City of Live Oak to be used as the “first out” fire engine at the Live Oak Station.)

## *FIRE STATION*

As mentioned in findings from previous SCGJ reports, Oswald-Tudor station, built in 1968, needs an extensive remodel to improve the service it provides to the community. The building bays need to be lengthened to accommodate newer equipment so it is protected from the elements and tampering. A third exhaust ventilation system needs to be purchased and installed.

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<sup>3</sup> “First out” refers to the engine or equipment first out to the scene or call. “First out” is a dedicated position.

In addition, this Grand Jury found inadequate sleeping quarters for both male and female firefighters along with a lack of personal storage space.

Grant funding could subsidize costs to replace or purchase new equipment or temporarily augment the fire service income (one to two years). Unfortunately, low staff numbers do not provide the opportunity to apply for grants on a consistent basis nor is there any guarantee the grants be awarded or renewed. The County does not provide CSA-F with grant researchers/writers without charge.

CSA-F is in dire straits and the citizens of Sutter County need to be informed immediately. To prevent loss of life and future injuries, in accordance with National Fire Protection Agency (NFPA) 1710 guidance (Appendix 6), staffing, equipment and structural issues need to be resolved. CSA-F is dangerously understaffed and alarmingly underfunded.

## FINDINGS

- F1. The cost of providing service for area F has outpaced the revenue received.
- F2. The Special Fire Tax has not been increased since 1997.
- F3. The Sutter County General Fund does not contribute to CSA-F.
- F4. CSA-F has repaid \$531,965 of the loan received from Sutter County leaving a balance of \$453,035.
- F5. The use of grants to subsidize the cost of equipment and staffing is underutilized.
- F6. Oswald-Tudor and Sutter Fire Stations have only one firefighter on staff for each shift.
- F7. The Oswald-Tudor building needs a third exhaust ventilation system installed.
- F8. Oswald-Tudor bays and sleeping accommodations need to be remodeled.
- F9. Emergency vehicles are reaching their life expectancy.
- F10. Information regarding the dire straits of the CSA-F has not been made public.

## RECOMMENDATIONS

- R1. The Board of Supervisors should reassess the revenue stream for CSA-F by December 31, 2019.
- R2. The Board of Supervisors should reassess the Special Fire Tax by December 31, 2019.
- R3. The Board of Supervisors should explore the benefits/drawbacks of adding CSA-F to the General Fund by December 31, 2019.
- R4. The Board of Supervisors should give consideration (after the fiscal impact is assessed) to forgiving the remaining balance of loan made to CSA-F by December 31, 2019.
- R5. The County should provide a grant researcher/writer to assist CSA-F personnel with finding and applying for grants beginning fiscal year 2020.
- R6. Staffing levels should meet or exceed the NAFP standards by December 31, 2020.
- R7. The third exhaust ventilation system should be installed at the Oswald Tudor Station by June 30, 2020.
- R8. The County should immediately obtain estimates for remodeling Oswald-Tudor Fire Station and those expenses should be added into future costs for operating Service Area F by December 31, 2019.
- R9. A capital improvement plan should be implemented and funded by fiscal year 2021 to cover costs of equipment as it becomes needed.
- R10. The County should conduct community outreach events such as town hall meetings and distributing mailers to increase awareness of the condition of CSA-F within 60 days.

## REQUIRED RESPONSES

Pursuant to Penal Code Section 933.05, the following response is required within 90 days:

- Sutter County Board of Supervisors: Respond to F1-F10 and R1-R10.

Pursuant to Penal Code Section 933.05, the following response is required within 60 days:

- County Administrator Officer of Sutter County: Respond to F1-F9 and R1-R9.
- Sutter County Fire Chief: Respond to F1-F10 and R1-R10.

## APPENDIXES

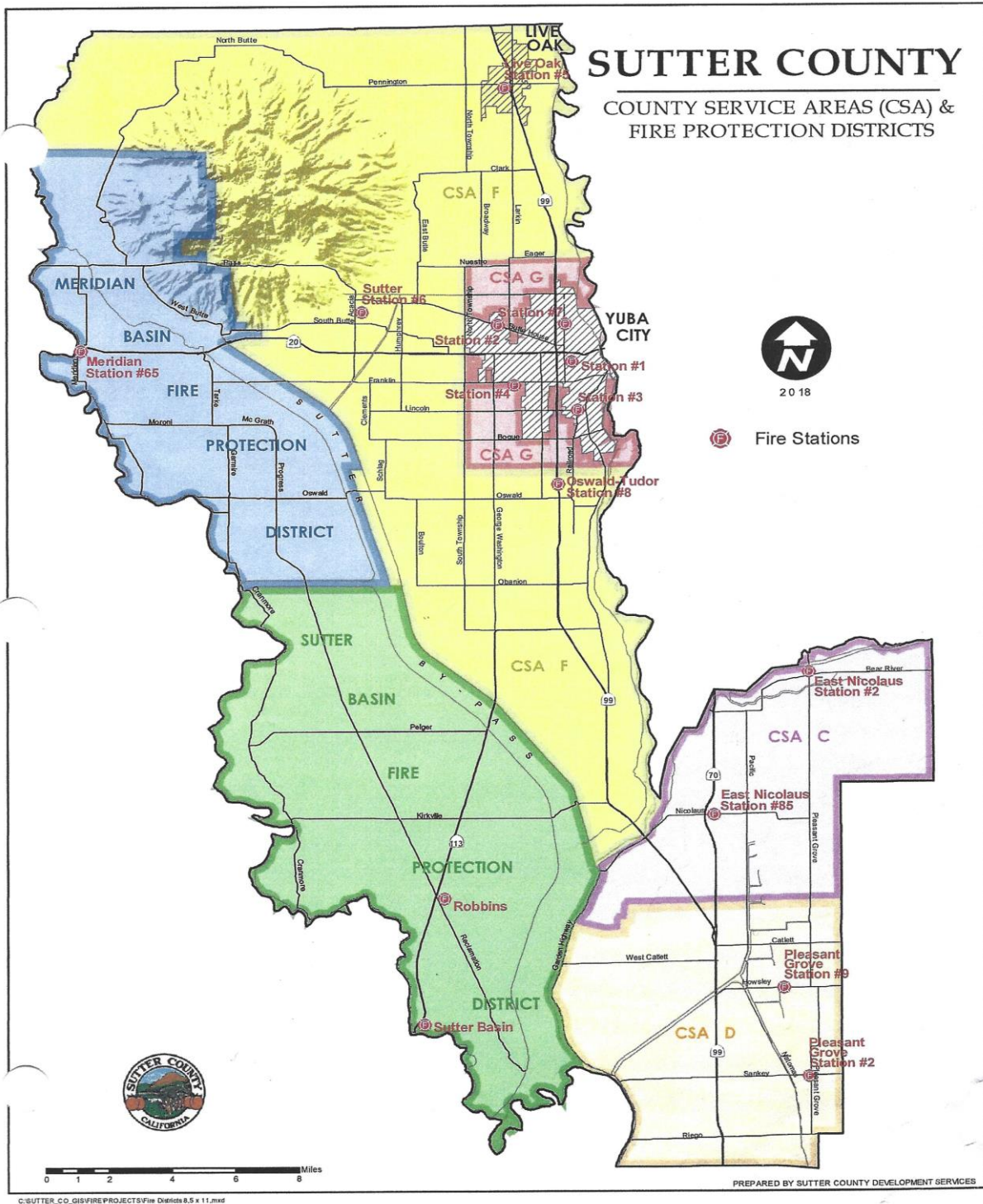
1. Sutter County CSA and Fire Protection Districts Map
2. City of Live Oak Agreement for Fire Services dated June 27, 2017 (pp. 1-9)
3. CSA-F Budgeted versus Actuals spreadsheet
4. Occupational Safety and Health Administration policy
5. Sutter County Fire Department Interior Fire Attack Policy: Two-in, Two-out
6. NFPA 1710

## DISCLAIMER

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



# APPENDIX 1



## APPENDIX 2

**BEFORE THE CITY COUNCIL OF THE CITY OF LIVE OAK AND THE  
BOARD OF SUPERVISORS, COUNTY OF SUTTER, STATE OF CALIFORNIA**

JOINT RESOLUTION OF THE LIVE OAK CITY ) LIVE OAK RESOLUTION NO. 31-2017  
COUNCIL AND SUTTER COUNTY BOARD OF )  
SUPERVISORS ADOPTING AN AGREEMENT ) SUTTER COUNTY RESOLUTION NO. 17-058  
FOR FIRE AND EMERGENCY SERVICES ) (A17-103)

**WHEREAS**, the City of Live Oak (hereinafter CITY) currently contracts with Sutter County (hereinafter COUNTY) for fire protection and emergency services provided through Sutter County Fire; and

**WHEREAS**, CITY and COUNTY have been renegotiating the terms of the agreement; and

**WHEREAS**, both parties agree the attached Fire Services Agreement states clearly the needs and expectations of both parties; and

**WHEREAS**, the details of the agreement have been reviewed prior to adoption during a regular meeting of the Live Oak City Council and the Sutter County Board of Supervisors respectively.

**NOW, THEREFORE, BE IT RESOLVED** by the Live Oak City Council and the Sutter County Board of Supervisors the Service Agreement for fire and emergency services effective July 1, 2017 is approved and the Mayor of Live Oak and Chair of the Sutter County Board of Supervisors are directed to sign.

**THE FOREGOING JOINT RESOLUTION** of the Live Oak City Council and the Sutter County Board of Supervisors was adopted at a regular meeting of the City Council of the City of Live Oak on June 21, 2017, and at a regular meeting of the Sutter County Board of Supervisor on June 27, 2017 by the following vote:

**CITY OF LIVE OAK**

AYES: Councilmembers Alvarado, Ghag, Hodges, Vice-Mayor Tica and Mayor Banks

NOES: None.

ABSENT: None.

ABSTAIN: None.

**COUNTY OF SUTTER**

AYES: Supervisors Sullenger, Flores, Munger and Conant

NOES: None.

ABSENT: Supervisor Whiteaker

ABSTAIN: None.

Reso. 17-058  
June 27, 2017  
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### **SECTION III. PAYMENT FOR SERVICES**

- (a) COUNTY shall bear all operational costs associated with providing the services described in Section II, and the CITY shall make payment to COUNTY for the services rendered pursuant to this Agreement as described in this section. Operational costs are outlined in **Exhibit B** to this agreement.
- (b) CITY shall reimburse COUNTY quarterly for the percentage share of the operational cost of the Live Oak Fire Station during the previous quarter, less any off-setting revenue received. Off-setting revenues are outlined in **EXHIBIT C** to this agreement. At no time shall CITY reimbursement exceed 80% of operational costs plus the administrative fee in paragraph (c).
- (c) CITY will pay an administrative fee equal to 10% of Live Oak's share of operational expense. At no time will the administrative fee be calculated on an amount greater than 80% of total operational cost.
- (d) Sutter County Fire agrees to provide on demand all source data supporting calculations determining cost sharing and respond promptly to all CITY requests for clarifications and/or adjustments.

### **SECTION IV. EQUIPMENT**

- (a) After July 1, 2017, all new rolling stock based at the Live Oak Fire Station will be purchased and owned by the City of Live Oak. All new rolling stock will be painted differently than Sutter County Fire vehicles. Sutter County Fire will consult with CITY annually on CITY plan for acquisition of rolling stock.
- (b) The City of Live Oak commits to purchasing a Type 1 (structural) engine during the term of this agreement and further commits to placing an order for the engine within six (6) months of approval of the agreement.
- (c) Operation costs as outlined in **Exhibit B** to this agreement will include maintenance to all existing and new rolling stock located at the Live Oak Station.
- (d) Rolling stock purchased by the City of Live Oak shall not be used outside of the Live Oak Station service area unless Sutter County Fire has no other way of meeting a mutual aid commitment. If equipment owned by CITY is used outside of the Live Oak Station service area, COUNTY will advise CITY within 24 hours. Any reimbursement for use of CITY equipment will be off-setting revenue as discussed in Paragraph III (b).



- (e) After July 1, 2017, all other equipment required for operation of the Live Oak Station will be purchased and owned by the City of Live Oak. Sutter County Fire and CITY will create an equipment acquisition and replacement plan prior to each year of the contract. Sutter County Fire and CITY will maintain an inventory list of all equipment owned by CITY.

**SECTION V. FIRE STATION**

Sutter County Fire will maintain 2.0 staffing (minimum Sutter County Fire classification of Engineer) at the existing station at 2745 Fir Street on a 24-hour basis to provide the services described in SECTION 2. CITY grants COUNTY a revocable license for Sutter County Fire's use of the station as evidenced by EXHIBIT D.

**SECTION VI. EMPLOYEE STATUS**

Persons employed by Sutter County Fire in the performance of services and functions pursuant to this Agreement shall have no claim to pension, civil service, or other employee rights granted by CITY to its officers and employees. CITY shall assume no liability for the payment of salary, wages, or other compensation to officers, agents, or employees of Sutter County Fire performing services herein for CITY or any liability other than that provided in this Agreement. CITY shall not be liable for compensation or indemnity to officers or employees of Sutter County Fire for injury or sickness arising out of performance of this Agreement. COUNTY shall indemnify and hold harmless the CITY for any Sutter County Fire employee-related claim arising out of the performance of this Agreement.

**SECTION VII. COOPERATION**

To facilitate performance under this Agreement, Sutter County Fire shall have full cooperation and assistance from CITY, its officers, agents and employees. Sutter County Fire commits to participation in weekly CITY Department Head meetings, Technical Assistance Committee (TAC) meetings or other meetings as may be necessary to perform the services outlined in this agreement.

**SECTION VIII. INSURANCE**

- 1) Sutter County Fire, through Sutter County, shall maintain a program of self-insurance for General Liability, Automobile Liability, and Worker's Compensation/Employer's Liability as follows:
  - 1) CITY acknowledges COUNTY is self-insured for General Liability, Automobile Liability and Worker's Compensation/Employer's Liability and participates in a Joint Powers Agreement with other California Counties for the pooling of excess coverage above Sutter County's self-insured retention for reach of these lines of coverage.

- 2) During the term of this Agreement, COUNTY shall maintain these programs of self-insurance with minimum limits of \$2,000,000 per each line of coverage and shall provide for the issuance of a certificate of coverage naming CITY, its officers, officials, employees and volunteers as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the City; or automobiles owned, leased, hired, or borrowed by COUNTY.
  - a) For any claims related to the Agreement, COUNTY's insurance coverage shall be primary insurance as respects CITY, its officers, officials and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees or volunteers shall be excess of COUNTY's insurance and shall not contribute with it.
  - b) COUNTY hereby agrees to waive subrogation which any insurer of COUNTY may acquire from vendor by virtue of the payment of any loss. COUNTY agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- 3) In the event COUNTY discontinues these programs of self-insurance, COUNTY shall comply with the CITY insurance requirements as defined in the document titled "INSURANCE REQUIREMENTS FOR CONTRACTORS" contained in **Exhibit E** incorporated herein by reference.
  - a) COUNTY shall provide the following casualty insurance:
    - 1) Fire/Theft Insurance on contents of the Fire Station.
    - 2) All risk miscellaneous equipment policy.
    - 3) Collision/Comprehensive Insurance on all vehicles consistent with COUNTY practice.

COUNTY shall name CITY as a Loss Payee as its interests may appear with respect to the required property insurance and provide a certificate of coverage and endorsement evidencing such coverage.

#### **SECTION IX INDEMNIFICATION**

To the fullest extent permitted by law, COUNTY shall hold harmless, defend at its own expense, and indemnify CITY, its officers, employee, and volunteers, against any and all liability, claims losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of COUNTY or its officers, agents, employees or volunteers in rendering any services under this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from CITY's sole negligence of willful acts.



**SECTION X. AMENDMENTS**

Modifications or amendments to any section of this Agreement shall be in writing and executed by both parties.

**SECTION XI. TERMINATION**

- a) Either party to this Agreement may terminate the same upon written notice of the other party 18 (eighteen) months prior to the date of termination.

**SECTION XII. RESOLUTION OF SERVICE PROVISION CONCERNS**

Any disputes, questions, or problems arising out of the provision of the services described in Section II of this Agreement shall first be referred to the Sutter County Fire Battalion Chief assigned to the Live Oak station. Disputes which cannot be resolved at that level shall first be referred to the Sutter County Fire Chief, Sutter County Community Services Director or County Administrator, then, if necessary, to the Board of Supervisors, prior to commencement of legal action.

**SECTION XIII. ENTIRE AGREEMENT**

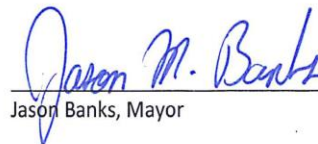
This Agreement, all exhibits hereto, and all other terms or provisions incorporated herein by reference constitute the entire Agreement and understanding between COUNTY and the CITY as to the subject matter hereof.

**SECTION XIV. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

I WITNESS WHEREOF, the CITY by resolution adopted by its City Council has caused this Agreement to be executed by its Mayor and attested by its Clerk; pursuant to a motion duly made, seconded and passed by a majority vote of the Board of Supervisors, the Chairman was directed to execute this Agreement and be attested by its Clerk all on the day and year first written above.

CITY OF LIVE OAK

  
Jason Banks, Mayor

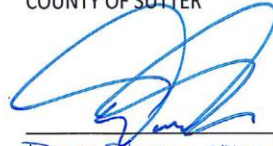
ATTEST:



Hope Kthurnburn, Assistant City Clerk



COUNTY OF SUTTER



Dan Flores, Vice-Chairman  
Sutter County Board of Supervisors

ATTEST:

Donna M. Johnston, Clerk

By: 

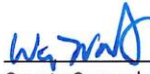
Deputy

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO FORM:



County Counsel

**Exhibit A**  
**Level of Service Standards**

1. Provide 24 hour, 2.0 level coverage from within the City utilizing on-duty firefighters, supported by volunteers and station move-up from other locations as needed.
2. Provide the Insurance Service Office (ISO) recognized Basic Fire Flow pumping capability of 2,250 gallons per minute (GPM) within the City.
3. Provide first responder EMS at the EMT 1-D level.
4. Provide an Urban Search and Research Type 2 company within the City.
5. Provide full vehicular collision extrication capability within the City.
6. Provide the immediate response capability for a Haz Mat Level 1 incident within the City with full Level 1 response from other areas as needed.
7. Inspect, test and flow all fire hydrants once per year to ISO standards.
8. Inspect all commercial buildings within the City once per year, including home occupation business licenses and lite safety inspections.
9. Provide related plan review of all subdivisions and commercial structures proposed within the City.
10. Provide cause and origin determination for fires.
11. Provide a qualified Sutter County Fire staff representative for assignment to the City's EOC.
12. Provide public education.
13. Advise the City as to the timely and appropriate adoption of Fire Code Updates.
14. All other services as would be provided by any Sutter County Fire station.

## APPENDIX 3

<b>Fiscal Year</b>	<b>Property Tax Revenues*</b>	<b>Live Oak City Fire Contract</b>	<b>Special Fire Tax Revenues</b>	<b>Other Revenues**</b>	<b>Total User Pay Revenues</b>	<b>Total Expenditures</b>
2018	\$1,530,145	\$656,880	\$286,408	\$450,432 <sup>4</sup>	<b>\$2,923,865</b>	\$3,012,940
2017	\$1,445,565	\$656,880	\$290,772	\$210,964	<b>\$2,604,181</b>	\$2,604,181
2016	\$1,446,000	\$607,776	\$284,577	\$183,297	<b>\$2,521,650</b>	\$2,521,650
2015	\$1,282,389	\$464,054	\$279,147	\$790,625	<b>\$2,816,215</b>	\$3,069,056

This information is from the 2014-2018 Actuals Spreadsheet for 0305-10 CSA-F.

\* Property Tax Revenue is the sum of accounts 41110 Property Tax Current Secured, 41111 Property Tax Current Supplemental, 41120 Property Tax Current Unsecured, 41220 Property Tax Prior Unsecured and 45270 St Homeowners Property Tax.

\*\*Other revenue consists of all the User Pay Revenues not identified as Property Tax, Live Oak Fire Contract or Special Fire Tax.

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<sup>4</sup> BOS approved a one-time transfer of \$143,978 into fund 48600 (Operating Transfers In) to assist CSA-F with meeting budget obligations FY2018.

## APPENDIX 4

### Occupational Safety and Health Administration

#### 1910.134(g)(4)

***Procedures for interior structural firefighting.*** In addition to the requirements set forth under paragraph (g)(3), in interior structural fires, the employer shall ensure that:

#### 1910.134(g)(4)(i)

At least two employees enter the IDLH atmosphere and remain in visual or voice contact with one another at all times;

#### 1910.134(g)(4)(ii)

At least two employees are located outside the IDLH atmosphere; and

#### 1910.134(g)(4)(iii)

All employees engaged in interior structural firefighting use SCBAs.

**Note 1 to paragraph (g):** One of the two individuals located outside the IDLH atmosphere may be assigned to an additional role, such as incident commander in charge of the emergency or safety officer, so long as this individual is able to perform assistance or rescue activities without jeopardizing the safety or health of any firefighter working at the incident.

**Note 2 to paragraph (g):** Nothing in this section is meant to preclude firefighters from performing emergency rescue activities before an entire team has assembled.

Information retrieved from:

[https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.134#1910.134\(g\)\(4\)](https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.134#1910.134(g)(4))

# APPENDIX 5

## SUTTER COUNTY FIRE DEPARTMENT

Effective: January 1, 2001

S.O.P. 02-2001

### INTERIOR FIRE ATTACK POLICY (TWO-IN/TWO-OUT)

#### 1. PURPOSE

- A. The purpose of this document is to insure that Sutter County Fire Department initial interior fire attack operations conform to the requirements of 29 Code of Federal Regulations (CFR) 1910 and 1926. These codes are enforced by the Federal Occupational Safety and Health Administration (OSHA) and cover respiratory protection for workers involved in various activities—including firefighting.
- B. This policy is also to provide for the safety of Sutter County Fire personnel by conforming to the above-cited regulations and applying the intent of National Fire Protection Association (NFPA) Standard 1500 related to these activities. Many firefighters have died when a department's personnel accountability and fire ground communications practices proved ineffective. That must not happen here.

#### 2. DEFINITIONS

**TWO IN/TWO OUT.** This doctrine specifies that whenever workers—including firefighters—enter any IDLH atmosphere, they must do so in crews of at least two and be supported by another crew of at least two standing by outside the structure or IDLH area for potential rescue of the entry crew. Both the entry crew and the outside crew must be equipped with PPE, including SCBA and PASS, and remain in direct—not radio—contact with the other members of their crew. Remember, the two outside the IDLH are not a Rapid Intervention Crew (RIC).

**IDLH = Immediately Dangerous to Life and Health.** This classification of hazardous atmospheres includes any structure fire beyond the incipient stage.

**PAR= Personnel accountability report,** is an emergency or periodic roll call of personnel on an emergency incident or training incident.

**PPE = Personal Protective Equipment** includes firefighting turnouts, wildland gear, eye protection, SCBA, helmets, boots, gloves and may include hearing protection or other specialized gear or apparel appropriate to particular situations.

**SCBA = Self Contained Breathing Apparatus** is that which carries its own supply of air or oxygen and is rated by the time a "typical" worker would be expected to work under a specified set of conditions. For example, the Scott 4.5 and AirPak 50 units used by Sutter County Fire Department.

**PASS = Personal Alert Safety System—**The PAL 5 and the built-in systems in the AirPak 50, which sound an audible alarm if the wearer stops moving for a specified period of time.

### 3. POLICY

- A. Any entry into any IDLH, potential IDLH or unknown atmospheres, regardless of the reason, must be made in crews of at least two firefighters in PPE, SCBA and PASS.
- B. It is not necessary to have a separate “two-out” crew for each “two-in” crew operating in the structure. However, if the incident escalates and/or the involved structure is large enough to require entry at different locations or levels, additional “two-out” crews may become necessary. Until a RIC is established by the IC, a “two-out” crew shall be stationed at each point of entry.
- C. If initial attack crews find a known life hazard situation where immediate action could prevent the loss of life, deviation from the “two in / two out” policy may be permitted. Such deviations from this SOP must be the “exceptions”, not the rule. No exception shall be permitted when there is no possibility of saving a life. Any such actions taken in accordance with this exception must be thoroughly investigated by the Fire Department with a written report submitted to the Fire Chief. When the exception becomes a practice, including the use of such exception for all search and rescue activities, intervention by OSHA may take place including citations issued and fines levied.

### 4. RESPONSIBILITY

- A. The Incident Commander (IC) is responsible for the conduct of all operations at the fireground. By personal action or delegation he assigns the initial “two-out” crew and entry crews and insures that each crew is fulfilling its function. He cannot delegate over-all responsibility for safety at the fire scene.
- B. The members of the “two-out” crew search for and remove trapped or injured firefighters. One of them must be free of all other tasks in order to account for, and if necessary, initiate rescue for those firefighters inside. The other is permitted to perform other tasks, but only if those tasks could be immediately abandoned without jeopardizing the safety and health of others at the emergency scene.
- C. When the members of the entry team enter the IDLH atmosphere, they must do so in crews of at least two and operate in a direct voice or visual contact. These firefighters must be equipped with PPE, SCBA and PASS. Radios or other means of electronic contact shall not be substituted for direct visual or voice contact for firefighters on the same crew in the IDLH environment. The entry crews may not enter the IDLH atmosphere until the “two-out” crew is on standby outside the structure for potential rescue.

### 5. PROCEDURE

- A. The first-in Engine Company will report on conditions and perform a size-up. If, based upon the size-up, an offensive attack is indicated, the Engine Company will deploy a hoseline and prepare for an interior attack.
- B. As soon as four qualified personnel are on scene, and two are designated as “two-out”, personnel may enter the IDLH atmosphere and attack the fire using accepted structure fire fighting methods and techniques.
- C. If arrival of sufficient personnel is significantly delayed, the first arriving personnel may begin working on other critical tasks on the exterior of the structure, such as:

1. Securing Utilities
  2. Protecting exposures
  3. Forcible entry, including escape routes
  4. Position ladders
  5. Apply fire streams through an opening. This tactic must be done carefully to avoid pushing the fire into unburned portions of the structure.
- D. When additional personnel and equipment arrive on the scene, they shall be assigned as the “two-out” crew. Remember, if a period of time has passed from the initial attack crews arrival to entry, a reassessment of the structure’s stability may be required, i.e. is a defensive attack more prudent.
- E. One member of the “two-out” crew can perform peripheral tasks such as surveying the fire building to assess for potential problems, secure utilities, retrieve equipment, while remaining in radio contact with the IC.
- F. The following conditions should cause the “two-out” crew to investigate and/or initiate immediate action:
1. Sudden change in conditions such as a flashover or collapse
  2. “Mayday” calls
  3. Evacuate orders from the Incident Commander
  4. PAR initiated by the Incident Commander
  5. Continued sounding of a PASS alarm
  6. Observation of firefighters in trouble
- G. A situation report shall accompany a “Mayday” broadcast, including identification of the members in jeopardy and the nature of the danger and their location. Example: “Mayday, Mayday, Engine 511 has a firefighter pinned under debris at the rear of the structure”.
- H. All units operating on a frequency that has a “Mayday” transmitted shall immediately cease transmissions on that frequency, unless such transmission is specific to the “Mayday” request. The Incident Commander shall designate an alternate frequency to be used for other radio traffic for the duration of the “Mayday”.
- I. Unless otherwise directed, only the “two-out” crew shall search for and remove trapped or lost firefighters.
- J. The “two-out” crew shall not be used for fire fighting.
1. When the Incident Commander directs the “two-out” crew to work, an additional “two-out” crew should immediately be formed, or all crews removed from the structure.
  2. The “two-out” crew shall not be used to provide relief for operating units.



## 7. REFERENCES

This Policy was developed using the following reference material:

The City of Calistoga - Two In / Two Out Operations Policy  
NFPA 1500  
CFR 1910 and 1926

  
\_\_\_\_\_  
Dan Yager, Fire Services Manager

January 1, 2001

Revised 05/30/2008

# APPENDIX 6

## NFPA 1710 FACT SHEET

NFPA 1710 is a standard that sets minimum criteria for the effectiveness and efficiency of emergency operations to protect the safety of the Public and Fire Department employees.

### **NFPA 1710 Background:**

In 2001, after 10 years of research and debate, the National Fire Protection Association (NFPA) issued the standard NFPA 1710. The standard sets minimum criteria for the staffing of fire fighter crews, and how they will respond and operate at emergency scenes.

These guidelines were developed for your safety, fire fighter safety, and the safety of your property.

\* The National Fire Protection Association is:

- An international organization that establishes organizational guidelines that are nationally recognized and followed by fire departments.
- Comprised of more than 80 national trade and professional organizations, which provide input towards development of fire industry guidelines.

### **NFPA 1710 Requirements:**

Fire Fighters will respond with a minimum of 4 personnel on each apparatus.

Fire Fighters will arrive at the emergency scene within 4 minutes of the dispatch center receiving the call.

The correct number of fully staffed and strategically located fire stations must exist to accomplish the standard.

### **Benefits of Compliance:**

**NFPA 1710 Is an Insurance Policy for the Community and its Businesses.**

NFPA 1710 offers insurance for the local economy by guaranteeing the community and its businesses that Fire and Emergency Medical Services will respond promptly and appropriately in an emergency.

Even a moderate-sized fire can hurt the community's tax base. When businesses close, employees don't get paid. They can't put money back into the community, and may go from being taxpayers to public support recipients. The business can't pay taxes because it is not selling its goods and services.

A fire that devastates a building will cause the company to consider whether it should reopen. The company may relocate to another city or state, meaning a permanent loss to the workforce and tax base.

**NFPA 1710 Enhances Public Safety.**

By responding quickly to a fire, we keep a small incident small.

When responses take more than a few minutes, losses escalate substantially, resulting in a greater loss of life and property.

Communities with good records of emergency response times enhance the quality of life for current residents, and may help attract new residents and businesses.

Supports our nation's Homeland Security Plan.

**NFPA 1710 Will Save Lives.**

Firefighting is dangerous work.

NFPA 1710 applies the documented and proven science of fire behavior and emergency medicine to the basic resources required for effective fire department deployment.

Allows a community to determine if the resources allocated for all emergencies are sufficient to control the incident and protect lives and property.

**NFPA 1710 Protects the Community Against Liability.**

Courts often rely upon NFPA Standards to determine the "industry standard" for fire protection and safety measures. NFPA doctrines are most frequently found in common law negligence claims.

NFPA 1710 could be highly relevant to the question of whether a jurisdiction has negligently failed to provide adequate fire or emergency medical protection to an individual harmed in a fire or medical emergency.

Jurisdictions assume some additional legal risk by failing to abide by NFPA 1710, even where it has failed to adopt the standard.



**“Education is the passport to the future, for tomorrow belongs to those who prepare for it today.”**

Malcolm X

## UPDATE: YCUSD CAMPUS REPAIRS

*ARE YOUR CHILDREN SAFE?*

# UPDATE: YCUSD CAMPUS REPAIRS

## *ARE YOUR CHILDREN SAFE?*

### SUMMARY

The Sutter County Grand Jury (SCGJ) reviewed the recommendations and found most of the findings identified in the SCGJ 2016-2017 report were resolved or a viable plan is in place for completion of suggested repairs. Modern and attractive facilities were built at Barry Elementary School and River Valley High School. Safety and cosmetic improvements were completed at Gray Avenue Middle School and Park Ave Elementary School. Yuba City Unified School District (YCUSD) has a user friendly and responsive program in place to resolve maintenance issues. A complete Master Facilities Plan<sup>5</sup> (MFP) that covers years 2014 through 2024 was adopted by YCUSD on August 12, 2014. This plan has provided the district a great understanding of the existing conditions of its facilities.

### BACKGROUND

Yuba City Unified School District, which incorporates 215 square miles in Sutter County, provides education services for over 12,000 students via seventeen schools. Within the district there are six elementary schools, six K-8 schools, one middle school, three high schools, and one independent study program. The 2016-2017 SCGJ visited several schools and observed areas in need of repair including roof leaks, exposed wood and cracks in pavement. This year, the Grand Jury toured the schools that had findings and recommendations to review the status of repairs.

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<sup>5</sup> A Master Facilities Plan is an organizational process that identifies and defines the needs for facility maintenance, improvement, expansion and sometimes contraction.

## RESOURCES

SCGJ visited the following schools:

- Andros Karperos Elementary School
- Barry Elementary School
- Gray Avenue Middle School
- Park Avenue Elementary School
- Riverbend Elementary School
- River Valley High School

SCGJ reviewed the following documents:

- Sutter County Grand Jury Report 2016-2017
- YCUSD Response: 2016-2017 Grand Jury Report Response

## DISCUSSION

### *Andros Karperos Elementary School*

The 2016-2017 SCGJ report identified roof leaks in the gym, kitchen and Room 48 of Andros Karperos Elementary School. Repairs were projected to be made the summer of 2017. All three areas were inspected and there were no visible signs of leaking. However, maintenance requests show there were 6 complaints of leaks in the gym roof in 2018, with the most recent Work Order #12485 being February 14, 2019. The kitchen roof was repaired and showed no signs of reoccurring leaks. SCGJ received information the gutters on the backside of the building were clogged with pine needles, causing standing water on the roof to leak into Room 48. Gutters on the modular classrooms were removed as an attempt to stop roof leaks in the stand-alone buildings. While the gutter removal has eliminated the pine needle problem, it created a new concern regarding water run off causing damage to the eaves and forming puddles at the base of the building. The nearest ground drain was found blocked with pine needles at the time of the inspection.



EAVES WITHOUT GUTTERS AT ANDROS KARPEROS ELEMENTARY



DAMAGED EAVES AT ANDROS KARPEROS ELEMENTARY



During the visit, the uncleanliness of the campus was very noticeable. For instance, the gym bleachers had water bottles, chip bags and candy wrappers on them. There was also food and garbage on the ground beneath the picnic tables located outside the cafeteria. The food and garbage appeared to have been there for several days.

### ***Barry Elementary School***

The SCGJ visited Barry Elementary School to determine the status of findings made by the 2016-2017 SCGJ which were identified as cracks in pavement, arsenic in the water, poor drainage and a poorly designed drop off zone. The SCGJ toured the newly constructed gym, music Room, and re-configured administrative offices of Barry Elementary School. Staff reported the grading of the new parking lot and installation of French drains significantly improved drainage on the campus. The school's drop off and pick up zone has been expanded and appears to now work effectively. Arsenic in the well is still an issue so the school will continue to have water delivered until this summer when the city extends a treated water line to Barry Elementary School. Previously identified cracks and uneven pavement findings are scheduled to be repaired in summer of 2019. School faculty expressed concern about heavier traffic flow in front of the campus caused by two trucking companies, located on either side of the school, using the light on Barry Road to access Highway 99.



NEW GYM AT BARRY ELEMENTARY



EXTENDED DROP-OFF ZONE AT BARRY ELEMENTARY

## *Gray Avenue Middle School*

Gray Avenue Middle School needed fence replacement, fresh paint and a gym according to the SCGJ 2016-2017 report. The school had numerous cosmetic upgrades during the summer of 2018. The school was painted and has a fresh look with uniform color and six-foot fencing with gates were installed creating a more secure campus. The track was repaired and new drinking fountains with filling stations were also installed. Future planned projects include re-roofing the administrative office and restrooms, which are scheduled for summer 2019. Currently the multipurpose room is used as a cafeteria and a gym. The need for a gym remains an issue.



**NEW FENCE AT GRAY AVENUE**

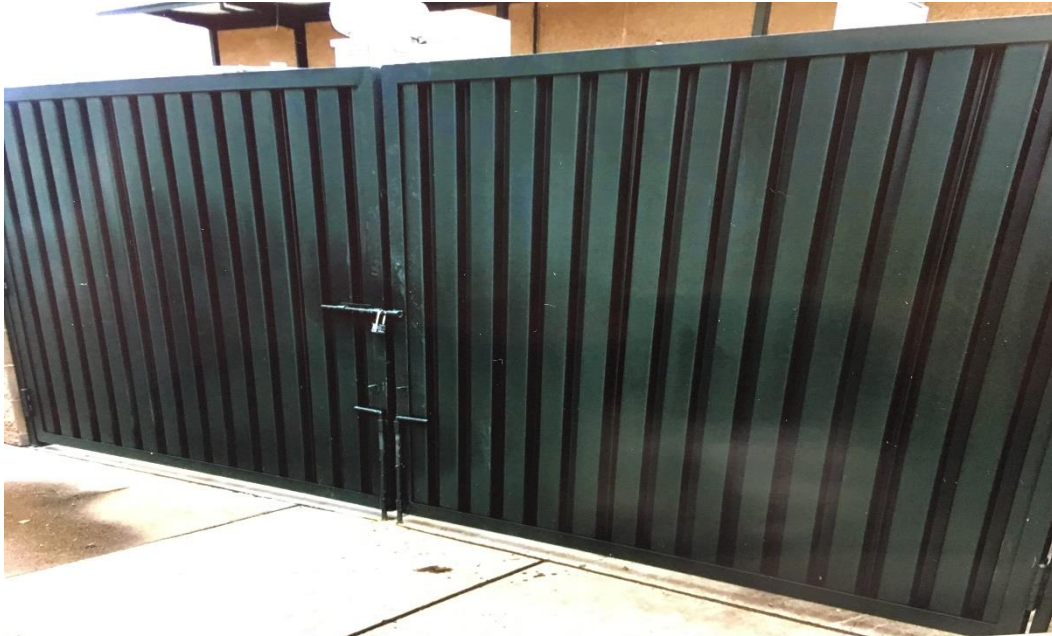


FRESH PAINT AT GRAY AVENUE

### *Park Avenue Elementary School*

Park Avenue Elementary School resolved most findings from the SCGJ 2016-2017 report, which consisted of roof leaks, exposed wood, an unsafe track, uneven blacktop, and enclosed dumpster area. There is now a guardrail along the ramp from the kitchen to the dumpster decreasing a potential hazard for staff. A new garbage enclosure with a gate has been built and there is no longer a need for the dumpster to be pushed up an incline. Painting was accomplished and the siding of the exterior of the staff room was replaced. There was no dry rot or exposed wood observed during inspection. The track was leveled and is no longer a safety hazard. The only unresolved finding, as of February 2019, was Room 29 still had an active ceiling leak on the west side of the entrance where the overhead light is located. Noted during inspection, there was uneven pavement alongside the office staff building which has since been resolved.





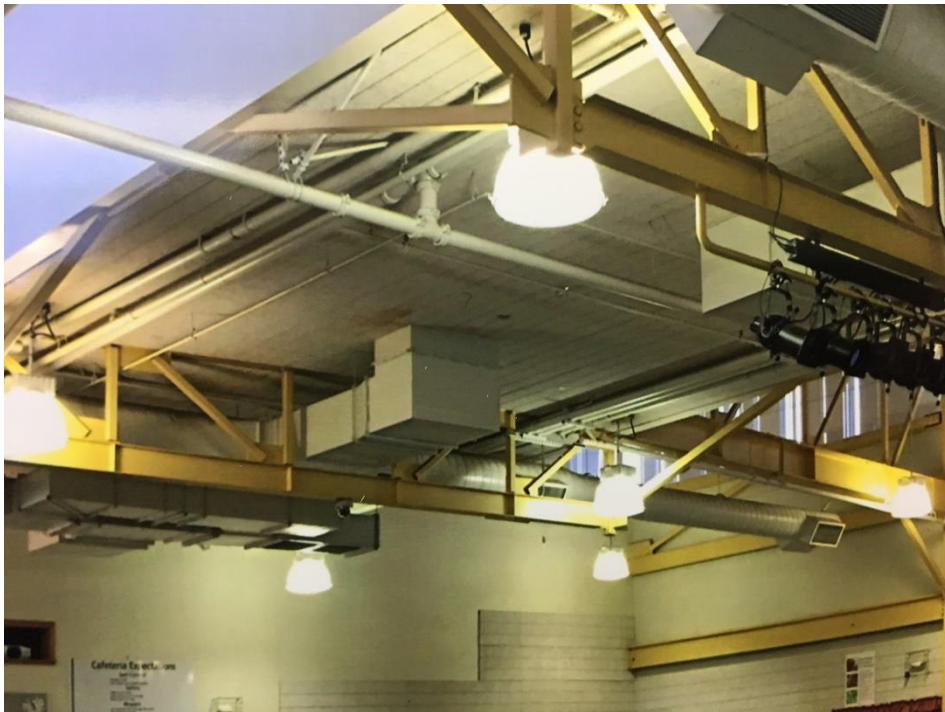
NEW DUMPSTER ENCLOSURE AT PARK AVENUE

### *Riverbend Elementary School*

The 2016-2017 SCGJ report states there are leaks in numerous buildings at Riverbend Elementary School. As recently as December 2018 there were still roof leaks in rooms 14, 17, and 17b. During inspection evidence of roof leaks were observed in the gym and multi-purpose room. Documentation was presented to the Jury showing repairs were completed for rooms 14, 17, and 17b. The District plans to replace roofing on the Administration Building, the Library, and the Multi-purpose/Cafeteria in 2019.



**ROOF LEAK IN THE GYM AT RIVERBEND**



**ROOF LEAK IN MULTI-PURPOSE ROOM AT RIVERBEND**

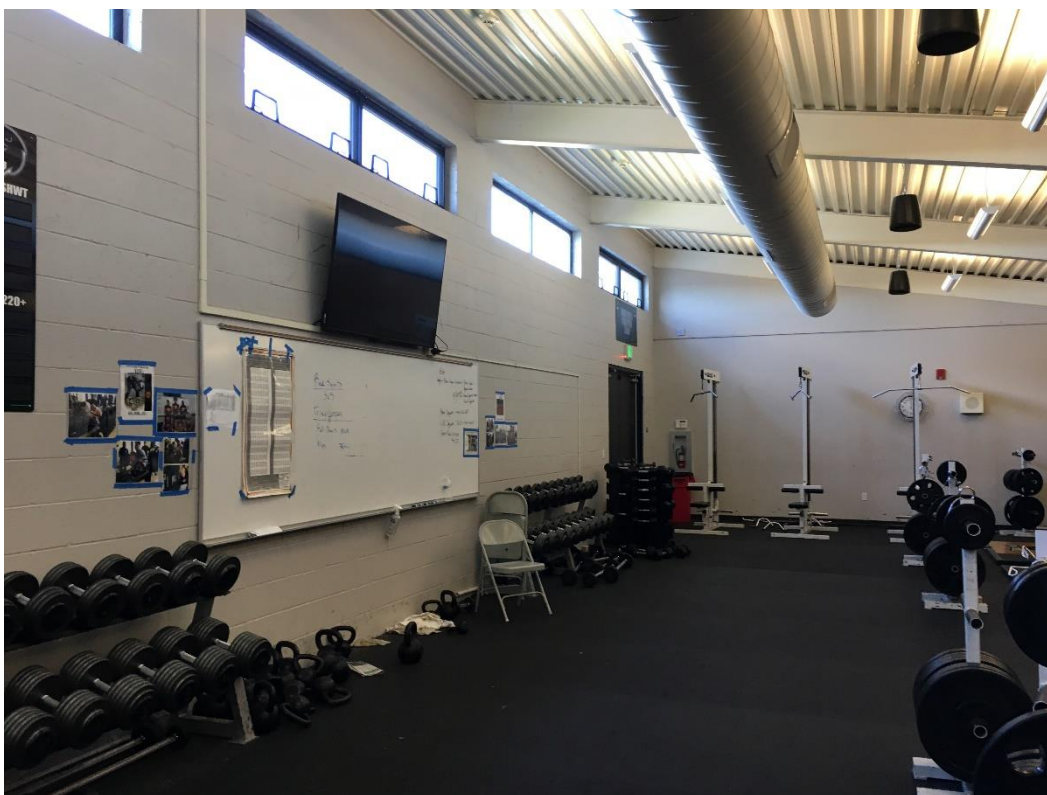
## *River Valley High School*

Findings by SCGJ in 2016-2017 at River Valley High School (RVHS) included roof leaks and an unusable portable building. RVHS made several upgrades since that report. An innovative weight room was built, and a new look was given to their track and field. The double portable buildings previously used for dance, wrestling and rainy-day PE were removed from the campus. Dance classes and other activities are now held in the remodeled former weight room. Replacement of the HVAC unit in 2018 resolved the gym roof leak. A major re-roofing project was completed the summer of 2017 to address campus wide roof leaks with follow up leak inspections and repairs conducted in 2018 and 2019. There were no visible leaks reported.



NEW WEIGHT ROOM AT RIVER VALLEY HIGH SCHOOL





NEW WEIGHT ROOM AT RIVER VALLEY HIGH SCHOOL

## FINDINGS

- F1. Andros Karperos Elementary School has a roof leak in the gym.
- F2. The removal of gutters from the modular buildings at Andros Karperos Elementary School causes water to pool into puddles behind the building and damage to the eaves.
- F3. The Andros Karperos Elementary School campus needs cleaning.
- F4. Faculty members at Barry Elementary School are concerned with the number of tractor-trailers utilizing Barry Road to access Highway 99.
- F5. Gray Avenue Middle School still needs a gym.



## RECOMMENDATIONS

- R1. The gym roof at Andros Karperos Elementary School should be replaced within 1 year.
- R2. Reinstallation of the gutters with gutter screens on the modular buildings at Andros Karperos Elementary School should be completed before the start of the 2019-20 school year.
- R3. The staff of Andros Karperos Elementary School needs to formulate a plan to address and maintain cleanliness of the campus before the start of the 2019-20 school year.
- R4. A traffic safety analysis should be conducted on Barry Road by the start of the 2019-20 school year.
- R5. A gym for Gray Avenue Middle School should be added to the project list within six months.

## REQUIRED RESPONSES

Pursuant to Penal Code Section 933.05, the following response is required within 90 days:

- YCUSD Governing Board: Respond to F1 – F5 and R1 – R5

## INVITED RESPONSES

The Sutter Grand Jury invites the following responses within 60 days:

- YCUSD Director of Maintenance: Respond to F1 – F5 and R1 – R5

## DISCLAIMER

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

# BRIDGE STREET ELEMENTARY SCHOOL

*"HOME OF THE BULLDOGS"*

# BRIDGE STREET ELEMENTARY SCHOOL

*"HOME OF THE BULLDOGS"*

## SUMMARY

On September 27, 2018 members of the Sutter County Grand Jury (SCGJ) toured Bridge Street Elementary School located at 500 Bridge Street in Yuba City. The SCGJ observed classrooms, multipurpose room, library, restrooms and student store. The school's staff provided documents containing programs, goals, performance data and budget. Programs offered to the students include Accelerated Reader<sup>6</sup>, afterschool intervention class/Beyond the Bell, computer lab and music. Classrooms that were visited appeared well stocked and inviting. All the school faculty that SCGJ met while on tour of the campus were positive and enthusiastic. Two safety issues of concern were identified by SCGJ. One is the risk of having students, parents and school staff cross the heavily traveled Bridge Street. The second potential safety concern is the lack of railing along the steps leading down into the library.

## BACKGROUND

Bridge Street Elementary is one of the twelve elementary schools in the Yuba City Unified School District (YCUSD). It was built to serve students living in midtown Yuba City. Bridge Street Elementary school now serves 483 students in Kindergarten through 5<sup>th</sup> grades. The Campus is currently comprised of 26 classrooms, a library/media center, the main office, a multipurpose room with kitchen, a health clinic, a speech and language room, and a state pre-school. Bridge Street Elementary provides a safe, clean environment for students, staff and volunteers.

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<sup>6</sup> Accelerated Reader is a reading program designed to encourage and promote successful reading. It helps students to track their reading comprehension by providing them the tools to measure their improvement.

## RESOURCES

SCGJ toured the following location:

- Bridge Street Elementary School Campus

SCGJ interviewed the following:

- Faculty Members of Bridge Street School

SCGJ reviewed the following documents:

- YCUSD Master Facilities Plan Dated August 12, 2014
- 2016-2017 School Accountability Report Card for Bridge Street Elementary School
- The Single Plan for Student Achievement Revision Date April 18, 2018
- Facility Inspection Tool (FIT) Dated December 3, 2018
- California School Dashboard - Spring 2017 Equity Report
- Completed Work Orders from YCUSD Maintenance Work Order System
- Work in Progress Work Orders from YCUSD Maintenance Work Order System

## DISCUSSION

Bridge Street School's mission statement is to provide their students with the necessary skills to be confident, knowledgeable, responsible and productive citizens in a diverse, ever changing world. The numerous programs offered to students are a positive step in the right direction to achieving these skills.

Bridge Street School puts forth its personal best to foster educational, emotional and personal growth while facing many challenges including a high percentage of English language learners and the vast majority of the student body being socioeconomically disadvantaged.

The Beyond the Bell/After School and Safety Program (ASES) serves over 130 students in the areas of enrichment, intervention, homework support and recreation. Music is provided for 3rd grade, while 4th and 5th grade students participate in band and strings. Students in 5<sup>th</sup> grade attend an outdoor camp, (Shady Creek), where they participate in hands on science and

environmental activities. Teachers at Bridge Street School are currently provided all school supplies needed and are looking for creative ways to help their students learn to be successful. Some classrooms have calming corners for extra sensory as well as coaches to help sensory students in need. The number of volunteers at the school has increased in recent years. Students are provided free lunches as well as afterschool snacks. As a fun incentive students are rewarded Pawbucks for “pawsitive” behavior, which can be used to purchase items in the student store.

Bridge Street School houses a computer lab that is open every morning before school to provide students access to technology in all core subject areas and grade levels. Additionally, each classroom is equipped with a smart board (an Interactive white board<sup>7</sup>) and four to five student computers. The library contains over five thousand Accelerated Reader fiction and non-fiction books. Accelerated Reader is a motivational reading program for students that allows them to test and earn points for reading.

Staffing at Bridge Street Elementary includes teachers, a counselor, a librarian, a health aide, a psychologist, an instruction coach and a physical education specialist. A social worker is on campus a few days a week. A full-time parent liaison forms a partnership between the school staff and families of the students.

Safety is a top priority for Bridge Street School and they have safety procedures in place for earthquakes and fire drills that are performed regularly. Due to the high volume of traffic on Bridge Street and Plumas Street safety crossing guards are on duty an hour before school as well as an hour after school. Southbound pedestrians must cross, via a crosswalk, an extremely congested Bridge Street to access the school. This issue could greatly increase due to the upcoming expansion and widening of Bridge Street. There is a lack of on-site parking available on the campus of Bridge Street School causing staff to park at an adjacent property. The parent drive through area for pick up and drop off currently causes traffic to back up on Bridge Street.

The steps into the depressed library are potentially dangerous due to the lack of railing. The open staircase creates a risk for students and staff to trip and fall into the library.

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<sup>7</sup> Interactive white board: a large electronic screen linked to a computer, that is used in a classroom to show information and that can be written on by touching it with a finger or special pen.



STEPS DOWN INTO BRIDGE STREET SCHOOL LIBRARY



## FINDINGS

- F1. Bridge Street School has a lack of parking and an inadequate pick up/ drop off zone.
- F2. Crossing Bridge Street to access the school campus is unsafe.
- F3. Steps leading down to depressed library are a safety and trip hazard.

## RECOMMENDATIONS

- R1. YCUSD should reassess inadequate parking and pick up/ drop off zone at Bridge Street School by December 31, 2019.
- R2. YCUSD should conduct a study to find an additional method to cross Bridge Street safely by December 31, 2019.
- R3. Additional railing be needs to be installed on the steps leading into the depressed library by December 31, 2019.

## REQUIRED RESPONSES

Pursuant to Penal Code Section 933.05, the following response is required, within 90 days:

- YCUSD Governing Board: Respond to F1 – F3 and R1 – R3

## INVITED RESPONSES

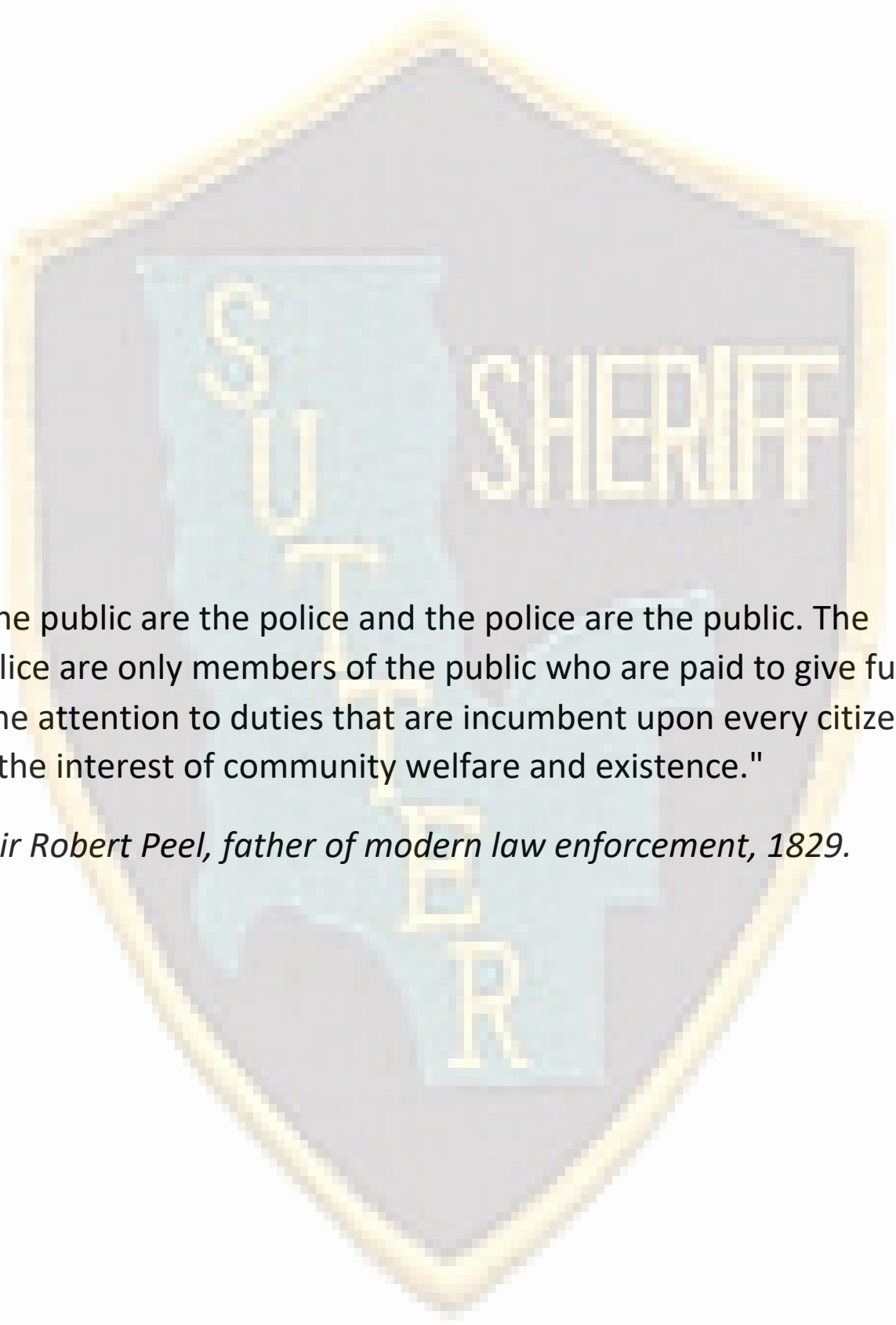
The Sutter Grand Jury invites the following responses, within 60 days:

- Bridge Street School Principal: F1 – F3 and R1 – R3

## DISCLAIMER

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"The public are the police and the police are the public. The police are only members of the public who are paid to give full-time attention to duties that are incumbent upon every citizen in the interest of community welfare and existence."

*--Sir Robert Peel, father of modern law enforcement, 1829.*

## SUTTER COUNTY JAIL

# SUTTER COUNTY JAIL

## SUMMARY

California Penal Code Section 919(b) requires the Sutter County Grand Jury (SCGJ) to inquire into the condition and management of the public detention facilities within the county. The Sutter County Jail is reaching completion of significant improvements to the facility. Those improvements and a change to contract health care are resulting in improvements in both housing and medical care for inmates.

The 2018-2019 SCGJ toured and inspected the Sutter County Jail facility. Interviews were conducted with employees of the Sutter County Sheriff's Department and medical professionals contracted by Sutter County. The Grand Jury found some areas of concern regarding officer and inmate safety and the educational classes provided for the inmates at the Sutter County Jail.

## BACKGROUND

Sutter County's Main Jail facility is located at 1077 Civic Center Boulevard, Yuba City, California. The Sutter County Jail is defined as a Type IV Facility<sup>8</sup>. It serves the Sutter County population of approximately 95,000. The facility has undergone many upgrades since originally constructed in 1977 with the latest upgrade nearing completion. On average, there are over 300 inmates at any one time residing in the jail. Sutter County Jail processes several thousand bookings per year and prepares over 27,000 meals per month for the inmates. Currently, Sutter County has 352 beds, 194 beds in the main jail and 158 beds located in the medium facility. The medium facility is a "True Medium Facility" in that it houses non-violent, minor misdemeanor

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<sup>8</sup> "Type IV facility" means a local detention facility or portion thereof designated for the housing of inmates eligible under Penal Code Section 1208 for work/education furlough and/or other programs involving inmate access into the community.

offenders specifically. All inmates are classified and housed within the jail in accordance with their gender, category of their crime, gang affiliation and the need for protective custody.

## RESOURCES

The SCGJ toured the following:

- Sutter County Sheriff's Department grounds
- Sutter County Main Jail Facility
- Sutter County Medium Security Jail Facility

The SCGJ interviewed the following personnel:

- Employees of the Sutter County Sheriff's Department

The SCGJ reviewed the following documents:

- Sutter County Sheriff's Office Jail Operations Manual
- Sutter County Jail Inmate Handbook (J700.00)
- Adult Detention Facility Living Area Space Evaluation
- Jail audits
- Webpages at [www.suttersheriff.org/](http://www.suttersheriff.org/)
- Board of State and Community Corrections Procedures, Physical Plant Evaluation

## DISCUSSION

During the investigation, the Grand Jury observed that continued educational classes are offered to the inmates. These classes are instructed by deputies and other instructors and include the following: Moral Recognition Therapy, Coping with Anger, Peer Relationships, GED, Hepatitis C Education, Alcoholics and Narcotics Anonymous, and Christian Recovery and Liberty for the Captives. Sutter County deputies take pride in the classes they offer, however, currently the GED class does not have an instructor. Lack of designated classroom space and a

shortage of classroom instructors hinders these classes from being regularly scheduled. These classes provide the opportunity for inmates to further their education, learn to make better choices and arm themselves with the tools needed to prevent a life of incarceration. Dedicated classroom space and finding a GED instructor needs to be a priority.

While touring the jail, the Grand Jury observed the area where inmates are brought into and out of the jail while under deputy custody. Inmates are moved to and from the jail for many reasons: court appearances, medical care, transporting between the main jail and the medium security facility located directly behind the main jail in a separate building. The Grand Jury found the area between the sally port and the jail facility to be accessible to the public. The sally port is a secure, controlled entryway to a jail or prison. Nothing prevents an individual or individuals from walking up to the deputies, as they move an inmate from building to building and causing conflict or worse.



**UNSECURED AREA BETWEEN MEDIUM AND MAIN JAIL**





**OPEN ALLEY WAY FROM CIVIC CENTER BLVD.**

In addition to the open area around the sally port, the alley that runs along the south side of the Sheriff's Office gives direct access to the sally port area and is accessible to the public. A sign that states "Restricted" is the only security measure in place that prevents unauthorized vehicles and foot traffic from having access to the sally port area. The openness to both the sally port area and the alley caused concern to the jurors for the safety of the deputies and the inmates. An automatic security gate in both areas would create a safer area for the Sheriff's Office and the jail, protecting deputies and inmates alike.



THE RED LINES ARE THE PROPOSED SECURITY FENCE.

## FINDINGS

- F1. The GED class is currently not available to inmates because there is no instructor.
- F2. Lack of classroom space limits class availability.
- F3. Inmates are routinely transported between the medium security facility and the main jail through an unsecured area.
- F4. The alley at the south side of the Sheriff's Office is unsecured and accessible to the public.



## RECOMMENDATIONS

- R1. An instructor for the GED class should be found and GED classes resumed immediately.
- R2. Find and dedicate classroom space for offered courses.
- R3. A secured fence with an automatic gate should be installed between the Sheriff's Office and the medium jail facility by January 1, 2020.
- R4. A secured automatic gate should be installed at the entrance to the alley on the south side of the Sheriff's Department Building by January 1, 2020.

## REQUIRED RESPONSES

Pursuant to California Penal Code 933.05, the following response is required within 90 days:

- Sutter County Board of Supervisors F3 – F4 and R3 – R4

Pursuant to California Penal Code 933.05, the following response is required within 60 days:

- Sutter County Sheriff F1 – F4 and R1- R4

## DISCLAIMER

This report is issued by the 2018 – 2019 SCGJ with the recusal of one juror. This juror did not participate in any part of the investigation, which included interviews, deliberations, and the preparation and acceptance of this report.

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# SUTTER COUNTY SHERIFF'S DEPARTMENT

*SAFETY (FOR OTHERS) FIRST*

# SUTTER COUNTY SHERIFF'S DEPARTMENT

*SAFETY (FOR OTHERS) FIRST*

## SUMMARY

The 2018-2019 Sutter County Grand Jury (SCGJ) toured and inspected the Sutter County Sheriff's Office. After touring the Sheriff's Department, the SCGJ had concerns regarding the storage and handling of evidence and the outdated computer system that is being used to track evidence. During the tour, the Grand Jury noticed that there is no dedicated, secure parking area for Sheriff's Deputies and personnel.

## BACKGROUND

The Sutter County Sheriff's Department is responsible for serving and protecting the citizens of Sutter County. They accomplish this by crime prevention, law enforcement, and criminal investigation. They service the unincorporated areas of Sutter County, the City of Live Oak, and a large portion of incorporated Yuba City. The department consists of approximately 140 full time employees and has close working relationships with other local law enforcement agencies.

The Grand Jury conducted a tour of the Sutter County Sheriff's Department on October 24, 2018. The tour covered the grounds of the Sutter County Sheriff's Department, including the evidence room, dispatch center, interview rooms, records office, public and employee bathrooms, evidence lockers, and control center.

## RESOURCES

The SCGJ toured the following:

- Sutter County Sheriff's Department

The SCGJ interviewed the following personnel:

- Sutter County Sheriff's Department employees

The SCGJ reviewed the following documents:

- 2018-2019 Recommended Budget for County of Sutter
- Sutter County Grand Jury Report 2016-2017
- International Association for Property and Evidence, Inc. Professional Standards (IAPE)
- Sutter County Sheriff's Office Operations Manual
- Documentation regarding California Association for Property and Evidence (CAPE)
- Access Point System Records

## DISCUSSION

### *Insufficient Storage*

Sutter County Sheriff's Department has recently undergone construction upgrades and repurposing of various areas. The upgrades have resulted in the elimination of adequate storage for property and evidence. The main evidence room is now insufficient for storing and handling evidence. As shown in the following pictures, the evidence room is outgrowing its current location. Handwritten tags and location information make it difficult for anyone but limited personnel to retrieve evidence efficiently.



EVIDENCE ROOM





**ANOTHER VIEW OF THE EVIDENCE ROOM**

In recent months, evidence has also been stored in portable containers referred to as Conex Boxes<sup>9</sup>. The boxes are stored on site and are secured with a padlock. The boxes are not as secure as the main building.

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<sup>9</sup> Large metal containers normally used for shipping goods across the ocean.





**CONEX BOX STORAGE OUTSIDE OF SHERIFF'S DEPARTMENT**

The evidence room in the main building is accessed by the same access point card system<sup>10</sup> that tracks every secured door in the building. Access Point card records contain data who has entered what door at what time and are available for regular review. The Conex padlock key is available to at least two employees with no records of when it was accessed or by whom. The SCGJ found the Sheriff's Department has inadequate evidence and property storage and insufficient tracking of employee access. All evidence and property should be contained in one central location with room for growth. The evidence room and Conex boxes should be secured by the access point card system.

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<sup>10</sup> Efficiently and securely grants or restricts access to a certain area or areas while keeping track of who and when those areas were accessed.



## *Tracking and Auditing Evidence*

Employees have difficulty locating evidence when evidence unit personnel are unavailable. Very few employees have a complete understanding of how, when, and where evidence is “tagged”<sup>11</sup> and stored. SCGJ discovered no one in the Chain of Command (supervisors, managers, commander) has been trained on evidence unit procedures, which could potentially lead to a backlog of untagged evidence or evidence that is lost and cannot be found. While we found no specific cases where evidence has been lost, however, access is not always efficient with limited employees having a full understanding of storage procedures. The International Association for Property and Evidence, Inc. Professional Standards (IAPE) recommends that all property officers, supervisors, and managers should be required to attend a Property and Evidence Management class.

The situation above and an outdated computer and software system make tracking and auditing evidence less than optimal. The current evidence tracking software and AS400 computer system are outdated and have needed upgrades for several years. The current software used does not allow for barcode scanning to match pieces of evidence to their respective cases, which increases the chance of human error while entering information into the system. To update the tracking software, the AS400 computer will need to be replaced. A new computer system and updated tracking software would allow efficient tracking of case evidence and barcode scanning to reduce the chance of human error.

Audits<sup>12</sup> and inspections<sup>13</sup> of evidence have not been completed on a consistent basis. The Chain of Command over the evidence room does not regularly perform audits nor are inspections conducted with any regularity. When the SCGJ asked for reports on the most recent audit, none could be produced. Audits are important to conduct and should be done annually. This can be done internally by the Sheriff or his designee or by an outside independent agency.

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<sup>11</sup> Tagged - Correctly labeled and entered into evidence software system.

<sup>12</sup> An audit is a review of the policies, procedures, and processes of the property and evidence functions of the agency to determine whether they meet the recognized standards, best practices, and follow applicable statutes and codes.

<sup>13</sup> An inspection is a periodic review of designated aspects of the Property and Evidence Room function by its unit commander and/or supervisor(s).

Audits ensure that procedures are being followed and allow for early detection if they are not. Inspections can be scheduled or random and provide information on individual functions of the Evidence and Property Room. Consistent audits help to prevent problems that could result in lost criminal prosecutions, personnel issues, and possible financial loss.

### *Officer Safety*

There is no designated, secure parking for the deputies and personnel of the Sutter County Sheriff's Department. One main parking area, located in front of the main entrance, is shared by the public, deputies, and department personnel. The parking lot has two points of entry/exit, one located on Civic Center Boulevard and the other on the side street between the new court house and the Sheriff's Department. The activity in the parking lot is viewable to all who drive or walk along Civic Center Boulevard. Deputies park their personal vehicles and patrol cars when coming to and from work in plain view of the public. This allows the public to identify their personal vehicles, which could make them a target for retribution by someone who feels they were treated unfairly by the system. Deputies and personnel are exposed to potential harassment or bodily harm while moving between their personal vehicle, patrol cars, and the building. Members of the public have been seen taking pictures of the deputies when they arrive and leave work. Since the Sheriff's Department has been in their current location, the threat to law enforcement nationwide has increased. As a result, safety precautions for our deputies should reflect the dangers in today's society. Providing a secure designated parking area on site would not only increase the safety of deputies and personnel but would also add to the overall security of the Sutter County Sheriff's Department in its entirety.



SUGGESTED SITE FOR SECURED PARKING



## FINDINGS

- F1. There is insufficient storage space for evidence and property.
- F2. Evidence tracking practices are inadequate.
- F3. Chain of Command over evidence has not been trained in evidence handling and procedures.
- F4. There are insufficient in-house auditing practices for evidence and/or property.
- F5. There is no annual independent audit of evidence and property.
- F6. The current computer system and evidence tracking software is severely outdated.
- F7. There is no secured parking for Sheriff's Deputies and personnel.

## RECOMMENDATIONS

- R1. The evidence room should be expanded or relocated and meet the standards put forth by the IAPE no later than December 2020.
- R2. Property Officers of the Evidence Unit need to attend the Property and Evidence Management classes by December 2019.
- R3. Chain of Command of the Evidence Unit need to attend the Property and Evidence Management classes by December 2019.
- R4. Auditing practices should be developed and implemented by December 2020.
- R5. An independent auditing agency should be contracted to perform annual audits of evidence and property within one (1) year.
- R6. The current computer system and evidence tracking software needs to be upgraded to meet industry standards as soon as possible but no later than January 2022.
- R7. A secured, designated parking area that includes privacy fencing needs to be provided for Sheriff's employees and deputy patrol units by December 2021.

## REQUIRED RESPONSES

Pursuant to California Penal Code 933.05, the following response is required within 90 days:

- Sutter County Board of Supervisors F6 – F7 and R6 – R7

Pursuant to California Penal Code 933.05, the following response is required within 60 days:

- Sutter County Sheriff F1 – F7 and R1- R7

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