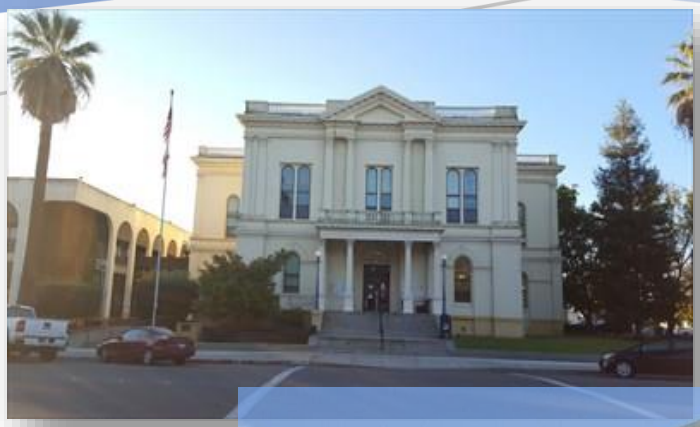
Final Report of the Findings and Recommendations





A new face to the Glenn County Courthouse

January 2021-June 2022
Glenn County Civil Grand

Final Report of the Findings and Recommendations



**“Whenever the people are well-informed,
they can be trusted
with their own government.”**

Thomas Jefferson



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GLENN COUNTY CIVIL GRAND JURY
PO Box 1023
Willows, California 95963

June 15, 2022

The Honorable Alisha Ekland, Supervising Judge
Superior Court, County of Glenn
526 West Sycamore Street
Willows, CA 95988

Dear Judge Ekland:

RE: 2021-2022 Glenn County Final Civil Grand Jury Report.

On behalf of the 2021-2022 Glenn County Civil Grand Jury, it is an honor to submit our Final Grand Jury Report. In compliance with California Penal Code, section §933, this Grand Jury report contains findings and recommendations regarding government agencies and fiscal matters within our jurisdiction. After collaboration, consideration, and reflection of all information provided to the Grand Jury, this report is ready for publication. The report contains the work of six committees: City/County Government, Finance, Public Health, Education, Special Districts, and Public Safety.

The members of the 2021-2022 Civil Grand Jury are a diverse group, each possessing unique experience and skills with the ability to work well as a unit. Each Grand Jury member dedicated time and energy in conducting investigations, providing information analysis, as well as delivering professional report writing experience.

The Grand Jury would like to express our gratitude and appreciation to the many county employees and elected officials who supported our efforts this term. A special commendation to each of the Board of Supervisors who agreed to meet with Grand Jury members for an interview, each in a different location, at the same time and on the same day.

On a personal note, I wish to thank my fellow Grand Jurors for the dedication to duty they showed during the past year. I know we all take pride in the work done by the Glenn County Civil Grand Jury. It has been a privilege for the Jury members to serve the citizens of the County in our capacity as citizen-members of the Glenn County Civil Grand Jury.

Sincerely,

Margaret M. Ansel

Margaret M. Ansel,
2020-2021 Civil Grand Jury Foreperson

2021-2022 Civil Grand Jury Members

Executive Team

Margaret Ansel, Foreperson

**Joan Femino, Pro Tem

Shirley Boracci, Secretary/Treasurer

2021-2022 Members

**Linda Adams

**Tami Allen

Adrian Ayala

Martha Diaz

José Hansen

Nancy Hansen

**Jenifer Johnson

George Kokkinakis

Andrew Lewis

**Lillian Suhre

**Kriti Rumble

Michael Wear

Michelle Wehe

**Teresa Whitney

**Ruth "Mickie" Zucato

**Grand Jurors to serve as jurist on the 2022-2023 Grand Jury

Grand Jury Mission Statement

The Glenn County Grand Jury serves as the ombudsman for the citizens of Glenn County. The primary function of the Grand Jury, and the most important reason for its existence, is the examination of all aspects of county government and special districts assuring honest and efficient government that serves the best interests of the people.

Disclaimer

During this Grand Jury year, any juror, who had or may appear to have had a conflict of interest in any report or investigation, was recused. Recusal includes, but is not limited to, exclusion from interviews, deliberations, report creation and plenary acceptance.

The Role of the Glenn County Civil Grand Jury

The Grand Jury is primarily an investigative body created by the United States Constitution's Fifth Amendment and the California Constitution.

In California, Civil Grand Juries are impaneled annually and are officers of the court but work independently. Section 23, Article 1 of the California Constitution requires that the Grand Jury "be drawn and summoned at least once a year in each county." To satisfy the Constitutional requirement, state law describes the selection of grand jurors, and the watchdog and indictment functions of the Grand Jury.

The Glenn County Civil Grand Jury is composed of nineteen (19) citizens who have been residents of Glenn County for at least one (1) year or longer. Generally, jurors are selected in a random lottery process. The advising Judge, representing the Superior Court, appoints a Foreperson from the selected Grand Jury panel and administers the oath to all jurors. The oath requires each juror to diligently inquire into city and county governmental agencies and not disclose any of the proceedings, discussions, names of individuals interviewed, or votes of the Grand Jury. The Grand Jury's term of service begins July 1st and ends June 30th of the following year.

A Grand Jury performs several functions that are described in the law. Broadly, the Grand Jury is charged with assuring honest, efficient government that operates in the best interest of the people of the county. The primary function of the Grand Jury is to examine aspects of county government, special districts, school districts, and city government. Specifically, this includes:

1. ***Civil Watchdog*** – to inquire into the willful or corrupt misconduct of public officials; to investigate and report on at least one county official, department or function; and to inquire into the condition and management of public prisons within the county.

2. ***Criminal Indictment*** – to present to the court a criminal charge of a public offense against a person based upon evidence considered by the Grand Jury.

3. ***Accusation*** – to remove from office a public official based upon evidence of willful or corrupt misconduct considered by the grand jury. This judicial process is initiated by the Grand Jury.

The Glenn County Civil Grand Jury is an arm of the Glenn County Superior Court and is considered part of the judicial branch of government. As such, the Grand Jury may ask the advice of the Supervising Judge, the County Counsel, or the District Attorney. The Grand Jury may inquire into or investigate a matter based on either a complaint or upon its own initiative.

The Role of the Glenn County Civil Grand Jury (Continued)

Most of the work is done by committees, which can include Public Safety, Education, Public and Planning Works, Finance, Health and Human services, and the City/County Government.

Subcommittees may be appointed as needed. The Grand Jury, as a body, meets once a month, and subcommittees meet as needed to fulfill their obligation to their investigation. The Grand Jury meets with county and city officials, visits local government facilities and conducts research on matters of interest and concern. The proceedings of the Grand Jury are kept confidential. Jurors may not discuss the business of the Grand Jury with other individuals. The Grand Jury's authority is located primarily in Penal Code Sections §888-§939.91, et seq., and the accusation process that leads to the removal of a public officer is described in Government Code Sections §3060 – §3075, et seq.

The Grand Jury receives letters from citizens expressing concern over matters of local government. Anyone may file a complaint with the Grand Jury, and all complaints to the Glenn County Civil Grand Jury are confidential. The Glenn County Civil Grand Jury considers all complaints for investigation.

Complaints must be in writing, signed and addressed to:

Glenn County Civil Grand Jury Foreperson
P.O. Box 1023
Willows, CA 95988

All Grand Jury findings and recommendations are issued in written reports. Each report must be approved by at least 12 members of the Grand Jury. At the end of the term, June 30, the Jury issues its final report. Copies of the report are distributed to public officials, libraries, news media and any entity that is subject of a report.

Glenn County residents interested in serving on the Glenn County Civil Grand Jury can obtain an application/questionnaire from the court's website at www.glenncourt.ca.gov. The form is located on the Grand Jury page under court information.

Response Requirements and Instructions

Two working days prior to the release of the Final Report, the Grand Jury will provide a copy of the report to all affected agencies of persons or persons.

No officer, agency, department, or governing body of a public agency shall disclose the contents of the report prior to its public release.

All affected agencies or persons shall respond to their specific portions of the final Report.

Responses are to be in writing, or on computer disk to assist with duplication, and are to be submitted in a timely manner.

Section §933(c) of the Penal code provides two different response times:

(1) **Public Agency:** the governing body of any public agency must respond within **90 days**. The response must be addressed to the Presiding Judge of the Superior Court.

(2) **Elective Officer or Agency Head:** All elected officers or heads of agencies that are required to respond must do so within **60 days** to the Presiding Judge of the Superior Court, with an informational copy provided to the Board of Supervisors.

The legal requirements for responding to individual reports in the Grand Jury Final Report, as contained in the California Penal Code, section §933.05, are summarized as follows:

The responding agency or person must respond in one of two ways (Penal Code §933.05): Section (a) requires responses to *Findings* must:

(1) agree with the Finding or

(2) disagree wholly or partially with the Findings. The response shall specify the portion or part of the Findings that are disputed and shall include an explanation of the reasons for the disagreement; or

(3) disagree wholly with the Finding

Section (b) responses to *Recommendations* by the Grand Jury requires action.

The reporting entity or person must report action on all Recommendations in one of four ways:

(1) The Recommendation ***has been implemented*** with a summary of the implemented action.

(2) The Recommendation ***has not been implemented*** but will be implemented in the near future with a time frame for implementation

Response Requirements and Instructions (Continued)

(3) The Recommendation ***requires further analysis***. If an entity or person reports in this manner, the law requires a detailed explanation of the analysis or study and time frame not to exceed six months. In this event, the analysis or study must be submitted to the director or head of agency being investigated.

(4) The Recommendation ***will not be implemented*** because it is not warranted or is not reasonable, with an explanation of the situation.

If either a Finding or a Recommendation deals with budgetary or personnel matters of a county department headed by an elected officer, both the elected officer and the Board of Supervisors shall respond if the Grand Jury so requests.

The Board of Supervisors' response may be limited, while the response by the department heads must address all aspects of the findings or recommendations.

Mail or deliver all responses to:

Presiding Judge
Superior Court, County of Glenn
526 West Sycamore Street
Willows, CA 95988

To request a response copy from responding elected officials or agency heads:

Glenn County Board of Supervisors
526 West Sycamore Street
Willows, CA 95988



GLENN COUNTY GRAND JURY
COMPLAINT FORM

All information on this form is strictly confidential. This complaint should be prepared after attempts to correct the situation have been unsuccessful.

Mail To: **Foreperson, Glenn County Grand Jury**
PO Box 1023
Willows, CA 95988

Date: _____

Complainant: _____
Name **Title**

_____
Agency of employment if employed by county

Address: _____
Street **City** **State Zip**

Name of person or agency complainant is reporting:

_____
Name **Title** **Agency**

_____
Address **City, State Zip** **Phone/Cell Number**

Complaint: Please provide dates, times and names of individuals involved as well as a complete narrative of your complaint as well as any documentation that support your complaint. Attach additional sheets if necessary.

_____
_____
_____
_____
_____
_____
_____

Identify attempts made to correct this situation or issue as well as other agencies, person(s) contacted and approximate dates.

Is there any additional information that you feel may be helpful in an investigation?

For Grand Jury Use Only:

Date Received by Grand Jury: _____

Date Acknowledgement Letter Sent: _____

Committee assigned: _____

Date of Action: _____

Summary of Action Taken: _____



You must be the change you wish to see in the world.

Mahatma Gandhi



July 2019 — December 2020

Glenn County Civil Grand Jury

Final Report Responses

of the

Findings and Recommendations

June 1, 2022



Response to the July 1, 2019-December 31, 2020 Glenn County Civil Grand Jury Report

SUMMARY:

The power of the grand jury lies in the ability to publish fact-based reports that inform and educate both citizens and local government officials. Although the jury has no authority to enforce the recommendations included in such reports, it can determine whether local government agencies and officials have provided reasonable responses. These responses must follow a format and timeline clearly specified by law. The independent work and voice of grand juries is strengthened when local government entities and officials are held accountable and responsible to the will of their constituents. The 2021-2022 Glenn County Civil Grand Jury carefully reviewed all responses to the 2019-2020 Glenn County Civil Grand Jury Consolidated Final Report for compliance with the law. This report presents the analysis of that review. The 2021-2022 Glenn County Civil Grand Jury deemed all responses compliant, with exception of the response from the Board of Supervisors. The 2021-2022 Civil Grand Jury appreciated the time and attention that all responders devoted to the work of the 2019-2020 Civil Grand Jury. Most Findings and Recommendations in a report will request a response from the agency. The 2019-2020 Civil Grand Jury presented five reports of Findings and Recommendations. Several Grand Jury reports did not request a response; two entities did respond, one did not, and two sent responds that were not required. The Grand Jury thanks them for their willingness to provide additional feedback.

BACKGROUND:

Normally, Grand Juries are impaneled in July of each year and serve a one-year term. Due to COVID-19 in the first part of 2020, it was difficult for the Grand Jurors to complete in-person interviewing. The term was extended for six months resulting in an 18-month term instead of 12 months (July 1, 2019, to December 31, 2020). At the end of that term, a consolidated final report on the activities of local government was published. The consolidated reports include facts, Findings, Recommendations, and a request for a response to the Recommendations, this is developed after intensive investigations. The reports also specify which government officials and entities must respond to any Findings or Recommendations as well as those who are invited, but not required, to respond. California Penal Code §933.05 mandates how local governing bodies and elected officials must respond to Findings and Recommendations that fall under their jurisdictions.

It is the responsibility of the succeeding Grand Juries to monitor compliances.

METHODOLOGY:

The Grand Jury reviewed:

- California Penal Code §933.05 et seq., which specifies how responses are to be formatted.
- The 2019-2020 Glenn County Civil Grand Jury Consolidated Final Report.
- All responses to the 2019-2020 Glenn County Civil Grand Jury Consolidated Final Report.

DISCUSSION:

Any report published by a grand jury must have at least one Finding and may have one or more Recommendations as well as Commendations. According to the penal code, elected bodies and officials are mandated responders. There were three required responders, The Board of Supervisors, Glenn County Sheriff and Glenn County Office of Education. Responses came from The Board of Supervisors and Glenn County Sheriff; the Glenn County Office of Education did not respond. There were responses from the Glenn County Probation and Elections Department which were not required.

The 2021-2022 Glenn County Civil Grand Jury reviewed the Responses to Recommendations for compliance with the Penal Code. According to the Penal Code §933.05 (b), for each Grand Jury Recommendations, the responding person or entity shall report one of the following actions:

1. The Recommendation has been implemented, with a summary regarding the implemented action.
2. The Recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
3. The Recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the Grand Jury report.
4. The Recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation, therefor:

In addition to the requirement to include a timeframe when responding to Recommendations as indicated above, Penal Code §933 (c) sets a timeframe of 90 days following submission of a final report on the operations of any public agency subject to its reviewing authority. The governing body of the public agency shall comment to the Presiding Judge of the Superior Court on the Findings and Recommendations pertaining to matters under the control of the governing body.

The Grand Jury determined that all responses to Recommendations in the 2019-2020 Glenn County Consolidated Report were received in the proper time frame and were compliant with the exception of:

- **The Board of Supervisors, which stated they "concur". This is not in compliance with the stated Penal Code §933.05(b)** A letter dated May 30, 2021, was sent to the County Administrative Officer requesting a valid response and has not been received at this time.
- **The Glenn County Sheriff's Office was confused by Findings 2, 3 and 4. They agreed with Findings 1, 5 and 6.**
- **Glenn County Elections Department had 10 Findings and 1 Recommendation, but the report did not request a response.**

- **Glenn County Office of Education, Senior Nutrition Program Director – Did not respond to the request.**
- **2019-2020 Final Report included two responses, one from the Glenn County Probation Department and Glenn County Elections Department, which were not required.**

SUMMARY OF RESPONSES RECEIVED:

The response summaries on the following pages summarize the responses of each mandated responding agency/entity.

Response to the June 2019- December 2020 Civil Grand Jury Report

ELK CREEK COMMUNITY SERVICES DISTRICT

SUMMARY:

The purpose of the visit was to understand the operation of drinkable water for the community.

FINDINGS:

F 1—Working conditions of this facility are unsafe due to lack of routine maintenance and failing equipment. The switch to manual operation has created additional problems and increased staff responsibilities.

F 2— The eye wash station was not serviceable which violates OSHA's primary EYEWASH standard 29CFR 1910.151. There was no evidence of inspection, and the station was covered in dirt. Additionally, mosquitos were living inside the facility, and we all sustained several bites making us anxious to exit the facility as soon as possible.

F 3—Bathroom facilities were not readily available which violets OSHA regulation standard 19 [Sic].

F 4—Inside and to the right of the large roll up door there is a pipe that is labeled "potable water". On this pipe at about 3" above ground is a hose bib with a garden hose connected to it, the hose is coiled on a rack to the right of the hose bib. There is no vacuum breaker on the hose bib. This violates the California Plumbing Code 603.5.7

F 5—The drain from the filter equipment runs across the floor and into the drain pit. The highest point on the end of the pipe is below the top pf the drain pit with no air gap. This violates the California Plumbing Code 602.1.

F 6—Without a settling tank it seems unlikely that the turbidity problem will be solved due to seasonal variations affecting water quality.

RECOMMENDATIONS:

R1—Basic training of Municipal water treatment system operations for all employees.

R2—An operator must be onsite while the system is operating due to the switch to manual operations.

R3—The water district needs to bring in a certified company to assess and address the problems with this system.

R4—Fix the eye wash station(s).

R5—Provide a restroom.

R6—Install a vacuum break on the hose bib.

R7—Maintain an air gap at the drain for the source of a municipal drinking water system.

R8—Regularly flush the system to remove particulates.

REQUESTED RESPONSES FROM:

The Final Report did not request responses from Elk Creek Community Services District.

Response to the 2020-2021 Grand Jury Report

GLENN COUNTY JAIL

SUMMARY:

California Penal Code 919 (A) and (B) requires inspection of the Jail/Corrections facility by the public/Grand Jury.

FINDINGS:

F 1—It was noted that the new HVAC system had been incapacitated by the maintenance operator in response to a system malfunction. Specifically, the Economizer was disabled because it was pumping too much cold air into the facility so much so that the system could not maintain a comfortable temperature. Taking action to disable the equipment requires immediate corrective action. The equipment was new and should have been repaired under warranty to correct the situation. At the time of our visit, it had been months since the problem occurred and no repairs had been made. When asked if maintenance staff was trained on the system the response was only on overview of the location of the controls and basic operations. The condition indicates that the system was not properly commissioned as is required for public buildings in this state. Limits presented by the Corona Virus pandemichave hampered this Grand Jury's ability to get commissioning reports and TAB documents that should indicate whether or not the HVAC system was installed properly.

RESPONSE TO FINDING:

"Agrees with finding."

R1—The HVAC system should be repaired and continues training on it proper use and maintenance should be implemented.

RESPONSE TO RECOMMENDATION:

Letter from the Sheriff's Office states:

"The County in cooperation with the Sheriff's Office has endeavored to upgrade the HVAC system to a new, modern, and more efficient system. The project has been complicated due to the pandemic as well as availability of parts."

ACTION:

The response partially meets the recommendation; it does not address the Finding of training for the maintenance personnel.

❒ Completed ❒ Will Be Completed ❒ Partly Completed ☒ **Not Completed**

F2. Discussion regarding the emergency power system (EPS) indicates that not enough is known by the operator to properly operate, service and test this equipment. Because this system supports the Fire Life Safety system of the jail it is essential that this equipment functions properly. The EPS is

shared with the courthouse and other government buildings. If this equipment is diesel fueled it presents a problem as the sizing of the EPS is linked to the load, testing should be conducted with all loads connected. The operator could not answer questions that were asked regarding the specific topics. (EPS 101) if operated for extended periods of time in low load conditions the generator could experience wet stacking. Ultimately, this condition can result in damage to system. It is critical for the operator to understand these basic facts and act accordingly.

RESPONSE TO FINDING:

"We are unsure of this. The Emergency Power System is functioning properly, and the Secured Facilities Maintenance Supervisor is trained and knowledgeable of the system. The system is tested weekly; and serviced and repaired by manufacturer certified technicians."

RESPONSE TO RECOMMENDATION:

"The Glenn County Sheriff and the Glenn County Jail Commander will continue to meet on at least a monthly basis with the Secured Facility Maintenance Supervisor to discuss building maintenance needs, funding issues, and enhanced maintenance schedules to maximize facility upkeep and repairs."

ACTION:

☒ **Completed** ❒ Will Be Completed ❒ Partly Completed ❒ Not Completed

---

F3—Medical staff have installed a hold open device on the fire door in the main egress corridor. This condition is in direct violation of title 24 CCR.NFPA 80 section 5 specifically states that these devices shall not be installed on a fire door. The solution, if this door is to remain open for safety reasons, is to place a magnetic hold open device or a mechanical release closer on this door that is connected to the fire alarm panel. In the event of a fire the door will close protecting those who may need the corridor to exit. The fire alarm panel is being serviced annually and was in normal condition.

RESPONSE TO FINDING:

"We are unsure to which door the finding is referring."

RESPONSE TO RECOMMENDATION:

"Jail door will be operated as designed and any hold open device will be removed."

ACTION:

❒ Completed ☒ **Will Be Completed** ❒ Partly Completed ❒ Not Completed

---

F4—Storing flammable material in a stair well places the C/O's in the tower at risk. This condition needs to be corrected immediately.

RESPONSE TO FINDING:

"We are unsure what material was being stored at the time, but the stairwell has been inspected and is free of flammable material."

RESPONSE TO RECOMMENDATION:

"All flammable materials will be stored in proper locations, and all staff will be trained on the fire and life safety."

ACTION:

❒ Completed ☒ **Will Be Completed** ❒ Partly Completed ❒ Not Completed

---

F5—Walk-in refrigerator units have locking hardware that is not releasable from inside the box. Entrapment by mistake or deliberate act is possible. There was no axe visible inside the box but this is understandable because the walk-in refrigerator units are accessible by inmates. The locking mechanism needs to be placed on a through bolt with a hand nut on the inside that will allow someone trapped on the inside the ability to defeat the lock and free themselves.

RESPONSE TO FINDING:

"We agree with finding."

RESPONSE TO RECOMMENDATION:

"The locking mechanisms in the walk-in refrigerators have been replaced with safety features."

ACTION:

☒ **Completed** ❒ Will Be Completed ❒ Partly Completed ❒ Not Completed

---

F6—Overall finishes were in good repair except for the door slabs and jambs. All cells in the main jail entry area need to be painted. Overall, the interior conditions of the jail were in good shape. Lighting is well maintained. Toilet facilities are functional. The interior is clean and well organized. SDS binder was not located when asked for. Chemical storage and use is minimal

RESPONSE TO FINDING:

"We agree with finding."

RESPONSE TO RECOMMENDATION:

"Door slabs and jambs will be repainted and are on a maintenance schedule."

ACTION:

❒ Completed ☒ **Will Be Completed** ❒ Partly Completed ❒ Not Completed

---

R7—The cells in the main jail entry area need to be repainted.

RESPONSE TO RECOMMENDATION (Continued):

R7—"The cells in the main jail entry will be repainted and are on a maintenance schedule."

ACTION:

❒ Completed ☒ **Will Be Completed** ❒ Partly Completed ❒ Not Completed

---

R8—SDS binder should be readily accessible.

RESPONSE TO RECOMMENDATION:

"The SDS binder is readily available."

ACTION:

☒ **Completed** ❒ Will Be Completed ❒ Partly Completed ❒ Not Completed

ATTACHMENTS:

See attachment letter to the judge for the complete response letter from the Glenn County Sheriff's Office.

REQUESTED RESPONSES FROM:

1. Glenn County Sheriff's Department
2. Glenn County Board of Supervisors

Response to the 2020-2021 Grand Jury Report
GLENN COUNTY PROBATION DEPARTMENT

SUMMARY:

The purpose of these visits was to fulfil the responsibility of the Grand Jury was to determine the effectiveness of services provided by Probation for parolees and probationers in Glenn County and to review the quality of services to juvenile probationers.

FINDINGS:

F1—Budget cuts have led to a decrease in number of officer's which has led to a decrease in service to the community.

F2—The cut to the number of officer's has hampered the ability of the department to keep up with the expansion of paperwork required by the state. Leading to a decrease in the ability to track client's progress.

F3—The role of the probation officer is being altered by the court system but there I inadequate resources to obtain necessary training and handle the increased workload.

RESPONSE TO FINDING:

"Department agrees with the findings."

RESPONSE TO RECOMMENDATION:

R1—"I concur with their recommendation as to the necessity of an increase in funding to allow the department to meet its state mandates and keep the community safe."

ACTION:

No action required.

ATTACHMENTS:

See attachment letter to the judge from the Glenn County Probation Department.

REQUESTED RESPONSES FROM:

NONE

Response to the 2019-2020 Grand Jury Report
GLENN COUNTY OFFICE OF EDUCATION PROPERTY DISPUTE

SUMMARY:

Glenn County Grand Jury received a complaint against the Glenn County Superintendent of Education, staff of the Office of Education and the GC Board of Education. The complaint alleged several specific charges regarding a proposed sale of property to the Glenn County office of Education (GCOE).

FINDING:

F1—No wrongdoing was done on behalf of the Glenn County office of Education.

RESPONSE TO FINDING:

None

RESPONSE TO RECOMMENDATION:

R1—The Glenn County Office of Education should continue to purchase property at the lowest costs available.

ACTION:

The case was investigated, and no further action is recommended.

REQUESTED RESPONSES FROM:

NONE

Response to the 2019-2020 Grand Jury Report

SENIOR NUTRITION PROGRAM, ORLAND

SUMMARY:

To evaluate the present conditions and benefits of the Senior Nutrition Program in Glenn County to ensure that senior citizens in our county are receiving the program's best possible services.

FINDINGS:

F1—Senior Citizens must be "home bound" to receive home delivered meals. Generally speaking, this means unable to drive and/or ambulate to the store to get food themselves. We asked what seniors do for food on weekends. We were told that extra means are frozen and stored at the Orland and Willows sites. When there's a holiday weekend, extra frozen meals are delivered along with the regular hot meal. Additionally, most seniors are able to get more than one meal out of a delivered lunch. The head Cook mentioned that they are desperately in need of new insulated bags for use in transporting hot foods.

F2—The Head Cook has a budget of $100.00 per YEAR for marketing and advertising. This is insufficient in this day and age and needs reconsideration. In the meantime, the Head Cook stated that most people hear about Senior lunches by word-of-mouth. The Program is also. Advertised in the "Glenn County Shopper".

F3—We discussed staffing concerns with the Head Cook and he reiterated that there are currently four paid staff members and one or two volunteers. Help often comes from drug court participants who must do volunteer service in the community and choose the Senior Nutrition Program to satisfy this requirement. The Willows program is terribly short-staffed and in immediate need of help.

F4—Meals are planned by the Head Cook in Orland (usually for a year at a time). Then personnel from Passages Adult Resource Service in Chico. Once meal plans are approved ordering of nonperishable food items can commence (with the budget in mind).

F5—The Head Cook (now manager) needs training in his managerial responsibilities. He gave us a copy of his budget but was unable to really understand it. Employee evaluations are not being done and this process is essential for the growth and success of both the employees and the agencies.

F6—As stated earlier, the program is prevented from setting a fixed price for meals. A small sign is located above the cash drop that reads "suggested donation $3.00. It is most times fulfilled in Orland but donations in Willows are "haphazard in Willows". Most seniors donate something when receiving meal deliveries, but this is also not consistent or predictable.

F7—The Head Cook was asked about the biggest obstacles to success of the Senior Nutrition Program, and he believes it is he lack of any computerize software that is available but not on hand at the Orland site.

F8—Repairs at Orland or Willows locations are difficult. The Head Cook said he can't just call the plumber, he has to request that a third party request the service. Often things are urgent but not attended to timely.

RESPONSE TO FINDINGS:

None

RESPONSE TO RECOMMENDATION:

R1—Secure ongoing training opportunities for the person in change with regard to management and budget, Human Resources & employee evaluations, staff compensation, and facilities management for starters.

R2—Expand marketing and other efforts to reach Senior Citizens so that they a) Know what's available from a dietary standpoint, and b) Become familiar with the other programs offered at their centers (i.e. There are free TaiChi classes offered in Orland every Monday and Wednesday at 1pm). There is also free flu vaccine clinic at the senior centers one week a year, generally in early fall. These programs should be advertised on social media service frequented by the elderly that will allow advertising for free. Parler and every other social media service that will allow advertising for free. Radio advertising (the community Calendar is free in most areas) should also be considered.

R3—Purchase new insulated bags for use in transporting hot meals to Willows and to homes in Orland.

RESPONSES TO RECOMMENTADTIONS:

None

REQUESTED RESPONSES FROM:

Tracey Quarne — Glenn County Office of Education Superintendent of Schools.

Response to the 2019-2020 Grand Jury Report

THE GLENN COUNTY VOTE, 11/03/2020

SUMMARY:

A number of Grand Jurors expressed concern about the upcoming election and suggested that we go in (two by two) and observe the process.

FINDINGS:

F1—The Glenn County Elections Office was potentially violating CA State Law by refusing entry to the Grand Jury.

RESPONSE TO FINDING:

Disagree with this finding.
Due to COVID19 limited individuals were allowed in the lobby. As space permitted, Grand Jury Members were taken upstairs to observe the process. (See letter attached.)

RESPONSE TO RECOMMENDATION:

R1—Due to COVID19, Executive Orders were implemented where several regulations and changes had to be put in place for the November 2020 Election. Some modifications were put in place just weeks of Election. As new regulations were put in place, our processes also needed to be modified to be in compliance with the direction that is given by the Secretary of State. With such a large task at hand it is difficult to publish a document that contain the complete process of the election.

ACTION:

☒ **Completed** ❑ Will Be Completed ❑ Partly Completed ❑ Not Completed

---

F2. Because we were not permitted in the elections office where election activities were being conducted there was no way we could confirm that what was being conveyed to us as best practices in view of Covid19 was what was being done.

RESPONSE TO FINDING:

"Disagree with this finding." (See letter attached.)

RESPONSE TO RECOMMENDATION:

No Recommendation Requested

F3—There are a minimum of three times when each ballot is moved from a secure room and brought back out for processing before finally being transported to the glassed-in counting room for tabulation.

RESPONSE TO FINDING:

We agree with finding.

RESPONSE TO RECOMMENDATION:

No Recommendation Requested

F4—The counting machines are able to process 4,000 votes per hour. This Elections Office Staff process and counts ballot in batches of fifty (50) as it is believed to be easier to find and resolve errors with smaller batches.

RESPONSE TO FINDING:

"We agree with finding"

RESPONSE TO RECOMMENDATION:

No Recommendation Requested

F5—There are 14,632 registered voters in Glenn County.

RESPONSE TO FINDING:

"We agree with finding"

RESPONSE TO RECOMMENDATION:

No Recommendation Requested

F6—When a voter enters the polling place (maximum of four at any given time) they are directed to a window to explain their needs (register to vote, vote, or change their voting preference from mail in to in person or vice versa). If registering to vote they complete their application and are given an orange ballot. Orange ballot do not go into the machine for counting but are placed in a stack to be counted at the end of the tabulation process.

RESPONSE TO FINDING:

"Disagree with finding."

When a voter is not registered in our county and would like to vote that day they are given a voter registration card and an orange envelope to complete. The information on these items is used to determine the ballot type the voter is eligible to receive. After the voters has completed these items, they are given the appropriate ballot to vote, and then placed in the orange envelope after completion. These orange envelopes are then examined individually using our inhouse voter data base and VoteCal (statewide data base) to determine if the ballot will be eligible to be tabulated.

RESPONSE TO RECOMMENDATION:

No Recommendation Requested

F7—The ballot machine will reject any duplicate vote.

RESPONSE TO FINDING:

"Disagree with finding."

RESPONSE TO RECOMMENDATION:

"There are multiple pieces of equipment that are used in the election process. We do not have any machine(s) that will automatically reject a duplicate vote."

F8—Sendy Perez told us that the voting machines was to be cleaned and sanitized between users and any ink pens used by voters were to be discarded. In the time that we were ther (approximately 90", each team of two teams spending between 40-55" there) the voting machine was not cleaned and the counter only wiped once.

RESPONSE TO FINDING:

"We agree with this finding."
Due to the influx of voters that were assisted in our lobby on election day verses the size of our staff; we were not able to have a continuous regimen on cleaning the equipment after each use. However, sanitation supplies and personal protection equipment was available to the voters prior to the use of the machine.

RESPONSE TO RECOMMENDATION:

No Recommendation Requested

F9. Signs pointing potential voters to the correct location were deficient with only one sign located about 500 feet North of the location in Willow.

RESPONSE TO FINDING:

"We disagreed with this finding."
"A "Vote Here" signs was out on the sidewalk in front of the office within 50' of the front door. Signage was also placed at the polling locations that were previously used. These signs directed voters to either the main office in Willows or the Voter Assistance Location in Orland. These signs also included our telephone number for questions."

RESPONSE TO RECOMMENDATION:

No Recommendation Requested

F10—The Grand Jury was given a ballot received by a registered voter in Glenn County which arrived at her home ten days AFTER she had already voted by mail. The ballot was presented to Sendy Perez who indicated that by virtue of the "2" suffix to the voter's identification number th system would have rejected it had she sent it in. What asked why the voter received two ballots, Sendy Perez explained that she must have requested it at some point.

RESPONSE TO FINDING:

We agree with this finding.

RESPONSES TO RECOMMENTADTIONS:

NONE

REQUESTED RESPONSES:

No response was requested.
See attached response letter from Sendy Perez

Disclaimer: The previous submitted Findings and Recommendations were taken directly from the 2019-2020 Grand Jury Report.

Attachment 1—Letter from Board Supervisors—Scott DeMoss—Page 1

GLENN COUNTY
BOARD OF SUPERVISORS
Willows Memorial Hall, 2nd Floor
525 West Sycamore Street, Suite B1
Willows, CA 95988

Scott H. De Moss, County Administrative Officer

Grant Carmon, District 1
Paul Barr, District 2
Tom Arnold, District 3
Keith Corum, District 4
Ken Hahn, District 5

April 8, 2021

The Honorable Donald Cole Byrd
526 West Sycamore Street
Willows, CA 95988

SUBJECT: Receipt of the 2019-2020 Final Grand Jury Report

Dear Judge Byrd:

This letter is to acknowledge receipt of the 2019-2020 Final Grand Jury Report. The County of Glenn thanks the Grand Jury for their time and effort researching and providing thoughtful and meaningful recommendations in their 2019-2020 Final Report. Penal Code Section 933(c) provides 60 days for department heads to respond to the Presiding Judge and allocates an additional 30 days from that time for the Board of Supervisors to respond to the Grand Jury recommendations. As the county received the Grand Jury's final report on March 30, 2021, we ask for the Court's indulgence to allow us these timeframes for our response. We anticipate submitting the county's response to the presiding judge on or before June 28, 2021.

Sincerely,

Scott H. De Moss
County Administrative Officer

cc: Cindy Ussery, 2019/20 Grand Jury Foreperson
Di Aulabaugh, Clerk of the Board
Sharif Elmallah, Court Executive Officer

Office (530) 934-6400 * Fax (530) 934-6419 * e-mail: gcboard@countyofglenn.net * website: www.countyofglenn.net

Attachment 2—Letter to County Administrative Officer from the Grand Jury Foreperson —Page 1

Glenn County Grand Jury
P.O Box 1023
Willows, CA 95988

May 30, 2021

Scott H. De Moss
County Administrative Officer
525 West Sycamore Street
Willows, CA 95988

Dear Mr. De Moss:
RE: Receipt of Letter dated April 8, 2021

Thank you for contacting the Glenn County Grand Jury on receiving the 2019-2020 Final Grand Jury Report. I am appreciative that you noted the time in which to answer the Grand Jury Findings and Recommendations.

The purpose of this letter is to remind the Board of Supervisors and/or persons responding to the Findings and/or Recommendations that they are to follow the guidelines of Penal Code 933.05(b). I have enclosed the Penal Code requirements for your review.

In past years, responses from the Board of Supervisors to recommendations have been "We concur," or "We generally concur" with the departments reply. This form of reply does not meet the requirements of Penal Code 933.05(b).

I look forward to receiving the responses to the 2019 – 2020 Grand Jury Report.

Thank you,

Margaret M. Ansel
2021—2022 Foreperson
Glenn County Grand Jury

Attachment 2—Letter to County Administrative Officer —Page 2

Board of Supervisors Requirement to Respond to Findings and Recommendations

The Grand Jury is bound by Penal Code 933 (a) to submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury.

California State Penal code 933(c) **requires local government agencies to respond in writing** to their specific portions in the Grand Jury Reports.

- All elected officials or heads of agencies are required **to respond within 60 days** to the presiding judge of the Superior Court **on all findings and recommendations** sending an informational copy to the Board of Supervisors. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the Superior Court who impaneled the Grand Jury.
- **No later than 90 days after the Grand Jury submits a final report** on the operations of any public agency, the **governing body of the public agency shall comment** to the presiding judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body.

Responding agencies must meet the guidelines of Penal Code 933.05 as listed below:

Section (a) requires responses to *Findings* must:

1) agree with the finding, or

2) disagree wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons, or

3) disagree wholly with the finding.

Section (b) responses to *Recommendations* must include whether each recommendation:

1) has been implemented, with a summary regarding the implemented action.

2) not yet been implemented but will in the future, with a timeframe for implementation.

3) requires further analysis, or with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.

4) will not be implemented, because it is not warranted or is not reasonable, with an explanation.

Attachment 3—Letter from Board Supervisors—Chairman Keith Corum—Page 1

GLENN COUNTY
BOARD OF SUPERVISORS

Willows Memorial Hall, 2nd Floor
525 West Sycamore Street, Suite B1
Willows, CA 95988

Grant Carmon, District 1
Paul Barr, District 2
Tom Arnold, District 3
Keith Corum, District 4
Ken Hahn, District 5

Rec 6/22/2021

June 15, 2021

The Honorable Donald Cole Byrd
526 West Sycamore Street
Willows, CA 95988

Dear Judge Byrd:

SUBJECT: RESPONSE OF THE BOARD OF SUPERVISORS TO THE 2019/20 FINAL GRAND JURY REPORT

The Board of Supervisors would like to thank the Grand Jury for their time and effort in researching and coming up with thoughtful and meaningful recommendations in their 2019/20 Final Report.

Pursuant to Penal Code Section 933.05, the Board of Supervisors respectfully submits the attached responses to the recommendations set forth in the 2019/20 Final Grand Jury Report. In addition, the Board has reviewed responses received by County Departments and in general concurs with their comments and conclusions. The Board would like to thank the Sheriff and the Assessor Sendy Perez for their complete and timely response to the 2019/20 Final Grand Jury Report.

Please contact our office if you have any questions.

Sincerely,

GLENN COUNTY BOARD OF SUPERVISORS

Keith Corum, Chairman

cc: Cindy Ussery, 2019/20 Grand Jury Foreperson
Di Aulabaugh, Clerk of the Board

Office (530) 934-6400 * Fax (530) 934-6419 * e-mail: gcboard@countyofglenn.net * website: www.countyofglenn.net

Attachment 4—Letter from Probation Department—Page 1

GLENN COUNTY PROBATION DEPARTMENT
Brandon D. Thompson - Chief Probation Officer
541 West Oak Street
Willows, California 95988
Office: 530.934.6416 Facsimile: 530.934.6468

May 21, 2021

Honorable Donald Cole Byrd
Presiding Judge
Glenn County Superior Court
526 West Sycamore St.
Willows, CA 95988

RE: 2019-2020 Grand Jury Final Report

Your Honor:

This year there were no requests for responses from the Probation Department. I would however, like to commend the members of the Glenn County Grand Jury who served their community this year. A considerable amount of time went into preparing their report and we appreciated the opportunity to highlight all of different functions the Probation Department performs.

The focus of this year's report was to determine the quality and effectiveness of both juvenile and adult probation service delivery. I concur with their recommendation as to the necessity of an increase in funding to allow the department to meet its state mandates, and keep the community safe.

Sincerely,

Brandon D. Thompson
Chief Probation Officer

cc: County Administrative Officer

Attachment 5—Letter from Elections Department—Page 1

COUNTY OF GLENN
ELECTIONS DEPARTMENT

SENDY PEREZ
Assessor
County Clerk
Recorder
Elections
(530) 934-6414
(530) 934-6571

Courthouse Complex
516 West Sycamore Street, 2nd Floor
Willows, CA 95988

RECEIVED
GLENN COUNTY
MAY 25 2021
CLERK OF THE SUPERIOR COURT
BY K. DURA DEPUTY

May 21, 2021
Honorable Donald Cole Byrd
Presiding Judge
Glenn County Superior Court
526 West Sycamore St.
Willows, CA 95988

RE: Response to the 2019-2020 Grand Jury Final Report

Dear Judge Byrd:

This letter is in response to the report prepared by members of the Grand Jury dated December 28, 2020, regarding the concerns of the November 3, 2020 Election. The responses to the specific finding are detailed below.

Finding 1: ***The Glenn County Elections Office was potentially violating CA State Law by refusing entry to the Grand Jury.***

Disagree with this finding.

We were given advanced notice that Members of the Grand Jury would be in our office to observe the process on Election Day. During this conversation we made the members aware that due to COVID19 our lobby would only be able to accommodate 4 (four) individuals at one time. This would allow for safe social distancing. The availability of individuals in our lobby were first given to the voters. As space was permitted, Grand Jury Members were taken upstairs to observe the process.

Finding 2: ***Because we were not permitted in the elections office where election activities were being conducted there was no way we could confirm that what was being conveyed to us as best practices in view of COVID19 was what was being done.***

Disagree with this finding.

Grand Jury Members were taken to the lobby as space was available to practice safe social distancing. All ballots follow a very precise and strategic process, unfortunately the complete process was not in effect while the Grand Jury Members were present. Every aspect of the election is organized and carried out using the best practices.

Attachment 5—Letter from Elections Department—Page 2

Finding 3: ***There are a minimum of three times when each ballot is moved from a secure room and brought back out for processing before finally being transported to the glassed in counting room for tabulation.***

We agree with findings.

Finding 4: ***The counting machines are able to process 4,000 votes per hour. This Elections Office Staff processes and counts ballots in batches of fifty (50) as it is believed to be easier to find and resolve errors with smaller batches.***

We agree with finding.

Ballot envelopes are indeed processed in batches of fifty (50). There is a tally sheet that accompanies the batch thru the entire process. There are several checks and balances that are done at each stage to account for every envelope. Any balancing discrepancies are best resolved when working in smaller batches.

Finding 5: ***There are 14,632 register voters in Glenn County.***

We agree with finding.

Finding 6: ***When a voter enters the polling place (maximum of four at any given time) they are directed to a window to explain their needs (register to vote, vote, or change their voting preference from mail in to in person or vice versa). If registering to vote they complete their application and are given an orange ballot. Orange ballot do not go into the machine for counting but are placed in a stack to be counted at the end of the ballot tabulation process.***

Disagree with finding.

When a voter is not registered in our county, and would like to vote that day they are given a voter registration card and an orange envelope to complete. The information on these items is used to determine the ballot type the voter is eligible to receive. After the voters has completed these items, they are given the appropriate ballot to vote, and then placed in the orange envelope after completion. These orange envelopes are then examined individually using our inhouse voter data base and VoteCal (statewide data base) to determine if the ballot will be eligible to be tabulated.

Finding 7: ***The ballot machine will reject any duplicate vote.***

Disagree with finding.

There are multiple pieces of equipment that are used in the election process. We do not have any machine(s) that will automatically reject a duplicate vote.

Attachment 5—Letter from Elections Department—Page 3

Finding 8: ***Sendy Perez told us that the voting machines was to be cleaned and sanitized between users and any ink pens used by voters were to be discarded. In the time that we were there (approximately 90", each team of two teams spending between 40-55" there) the voting machine was not cleaned and the counter was only wiped once.***

We agree with this finding.

Due to the influx of voters that were assisted in our lobby on election day versus the size of our staff; we were not able to have a continuous regimen on cleaning the equipment after each use. However, sanitation supplies and personal protection equipment was available to the voters prior to the use of the machine.

Finding 9: ***Signs pointing potential voters to the correct location were deficient with only one sign located about 500 feet North of the location in Willows.***

We disagree with this finding.

A "Vote Here" signs was set out on the sidewalk in front of the office with in 50' of the front door. Signage was also placed at the polling locations that were previously used. These signs directed voters to either the main office in Willows or the Voter Assistance Location in Orland. These signs also included our telephone number for questions.

Finding 10: ***The Grand Jury was given a ballot received by a registered voter in Glenn County which arrived at her home ten days AFTER she had already voted by mail. The ballot was presented to Sendy Perez who indicated that by virtue of the "-2" suffix to the voter's identification number the system would have rejected it had she sent it in. When asked why this voter received two ballots, Sendy Perez explained that she must have requested it at some point.***

We agree with this finding.

Recommendation 1: ***The Elections Commission should explain their internal processes in the news or on their website.***

Due to COVID19, Executive Orders were implemented where several regulations and changes had to be put in place for the November 2020 Election. Some modifications were put in place jus weeks of the Election. As new regulations were put in place, our processes also needed to be modified to be in compliance with the direction that is given by the Secretary of State. With suc a large task at hand it is difficult to publish a document that contains the complete process of the election.

Not only do I want to thank the staff for endless hours of planning, preparing and carrying out th election, but also thank the members for addressing concerns regarding the election process. We do our very best to be transparent and accommodating to all Glenn County Voters.

Sincerely,

Sendy Perez
Assessor/Clerk-Recorder

January 2021— June 2022 Glenn County Civil Grand Jury Reports



"I spent my time
trying to understand
grand jury procedure
a topic about which I never
before had the slightest interest."

Donella Meadows



Hamilton City Community Service District Office

HAMILTON CITY COMMUNITY SERVICE DISTRICT

Hamilton City Community Service District provides service to its citi zens via maintenance of the wastewater treatment plant, library ser vices, street lighting and park maintenance.

Has district employees taken advantage of too much power, a trusting board and it's leadership staff?

HAMILTON CITY COMMUNITY SERVICE DISTRICT

A district that was allegedly found to have office management issues, financial discrepancies, and currently needs new plant and office staff.



SUMMARY:

The Hamilton City Service District is in disarray with the removal of the office employee and the resignation of the General Manager/Plant Manager. Potential discrepancies appear in approved expenditures. Board training is needed.

PURPOSE:

Glenn County Civil Grand Jury received a citizens complaint concerning the Hamilton City Community Special Districts alleged mismanagement and potential wrongdoing regarding handling of funds.

GLOSSARY:

BOD — Board of Education

GM — General Manager

GCBOS — Glenn County Board of Supervisors

HCCSD — Hamilton City Community Service District

HCCSD-BOD — Hamilton City Community Service District-Board of Directors

R21 Grant — National Institute of Health (NIH) Exploratory/Developmental Research Grant Award

BACKGROUND:

Hamilton City Community Service District (HCCSD) is an independent Special District in Glenn County. It was formed in December of 1969 by resolution of the Glenn County Board of Supervisors. It provides municipal services to residents in the unincorporated community. Services include maintenance of the wastewater treatment plant, library services, street lighting and park maintenance. The current Hamilton City Community Service District Board of Directors (HCCSD-BOD) consists of five community members, three of whom have been on the Board for less than one year. The Board hires a General Manager (GM) to preside over the operations of the district. The GM is charged with the hiring of personnel at the wastewater plant, the district office employees and library employees. The office employees are charged with billing and receiving payments for the wastewater plant and general miscellaneous office duties.

METHODOLOGY:

- Interview with the complainant
- Interview with the HCCSD Board President
- Interview with the current temporary GM
- Interview with HCCSD Board member
- Interview with the BOS District 5 Supervisor
- Review of Policies for the Board of Directors
- Review of the Employee Handbook
- Review of past Board of Directors Agendas and Minutes
- Review of pertinent invoices, credit card receipts and customer payment receipts
- Review of the change of address file
- Review of California Code of Civil Procedures Part 2 of Civil Actions Title 2 Action 315-330

DISCUSSION:

The Grand Jury received a written complaint from a community member in Hamilton City concerning the alleged mismanagement of the Hamilton City Community Service District (HCCSD). The letter consists of complaints concerning office management and the wastewater plant.

The HCCSD has management control utilizing a hired GM to oversee the local library, park, wastewater plant, and the office. The operation of the library may be returned to County operation. Six months ago, the GM resigned, and the current president of the board took over those responsibilities. After consultation with legal authority, it was determined that the Board President cannot be the GM due to the HCCSD Board of Directors employing the GM.

The office building has a room for the HCCSD Board of Directors to hold their meetings. The Board President, with consultation of the GM, creates an agenda and gives it to the office employee for the monthly meeting. The office employee prints the agenda for the meeting and records the minutes

during the meetings. In reviewing the minutes of past meetings, it was discovered that an office employee had made motions during the meetings, and they were approved by vote of the HCCSD-BOD. In reviewing the HCCSD Policies and Procedures of HCCSD, the office employee is not a member of the HCCSD-BOD and therefore should not be making motions during BOD meetings. In review of the Policies and Procedures manual and Roberts Rule of Order, parliamentary procedure states, in general, only board members move and vote on actions.

The staff is responsible for receiving semi-monthly payments for the wastewater plant. These payments are sometimes in cash. According to the Policy and Procedures, the office employees are instructed to give each payee a written receipt for all cash and other types of payments. HCCSD-BOD reported that customers complained about not receiving receipts and/or credit for payments made. The Board is considering having a website where payments can be made online. The website will also list important information regarding community events.

The office staff is instructed to convert cash payments into money orders at either the post office or a local merchant. An office employee is responsible for securing payments and transporting them to the Finance Department in Willows for deposit. Upon questioning the employee by the Board President/Acting GM and during an inventory of office equipment and supplies it was alleged that a large amount of cash and checks were discovered in the office safe. There was no explanation as to why that number of cash/checks were being retained. It was further reported when questioned about the usage of the district's credit cards and purchases, an employee allegedly put a credit card into the shredder and started shredding other documents. The employee was immediately ordered to stop and was allegedly dismissed for defiant actions. The keys to the office were allegedly surrendered by the employee. All locks to the buildings were subsequently changed. The employee was allegedly put on administrative leave until the following board meeting. During the board meeting. the employee was terminated. This employee had been a trusted employee for over 18 years.

The Board has hired a consultant to manage the office, assist in auditing the office files, and inventory the office equipment. This consultant was contracted for a six-month term for a settled amount of money. Through interviews it was alleged that the consultant was transporting revenues to the finance department in Willows, which was beyond the consultant’s scope of duties. One of the HCCSD-BOD is now transporting the funds to the Finance Department. It was also reported that the consultant was taking minutes at the BOD meetings which should have been performed by one of the acting board members. (Attached is consultant’s contract and amendment.)

In interviews with the BODs, it was stated that credit cards are used for some purchases. These cards are intended for emergency purchases only or if the merchant will not bill the district. The Grand Jury members reviewed credit card purchases and it appeared that several purchases that were made consisted of personal items not intended or useful for office or plant maintenance/repair. The cost of office supplies appears to be in excess of what was needed. In the past, purchase order forms were not used by the plant and office staff. The Board has changed its policies to institute the usage of purchase orders which requires two signatures, one by the employee and approved by the Board President.

In the interviews it was stated that the office employees are responsible for receiving any change of address for billing purposes. This process is required when properties are sold, traded, exchanged by owner and/or given to another person or entity. The address change file was empty when the Grand Jury's interview took place. It was alleged that in the past this may have been abused by an office employee and an acquaintance by changing the original property owner's name to the acquaintance's name and address. During the interviews, it was alleged that, owners passing away would have their address changed by an office employee to an acquaintance, and the acquaintance would pay taxes and all fees to establish ownership. After five years, this process enables the person paying all fees, sewer bill, PG&E, property taxes, etc. to claim ownership of the property. In the interviews, it was revealed that this allegedly may have been tried a few times. (See California Code of Civil Procedures Chapter 2 – §315-§330.)

The GM who over saw the plant's operation resigned approximately six months ago after being asked by a HCCSD-BOD member about operational procedures. It was reported that the questions asked of the former GM pertained to purchases, timecards, gas usage, etc. Some authorized/unauthorized purchases by the plant personnel were for woodworking equipment to build bird houses for the levee's R21 Grant. The bird houses are used to entice owls to build their homes and control rodents. Squirrels are numerous in the area, and they tend to burrow in the berm surrounding the treatment plant. It was alleged that some of these equipment purchases went beyond the usefulness of the plant and are not being used by employees. This equipment is currently being stored at the district's plant until the HCCSD-BOD decides what to do with it.

In the past, the wastewater plant employees, office employees and library staff have used the honor system for timecards, sick leave, and vacation records. It was reported that timecards were being completed in pencil. Recently, a timecard machine was installed at the plant to have better control of employees' time schedules and benefits. The office and library staff now record their timecards in ink. The cards are signed by the employee and countersigned by the GM before being submitted to the BOD for approval of payment.

The former GM, who was the licensed plant employee, resigned after it was allegedly found the HCCSD credit card was used to purchase a number of personal items. These purchases were allegedly approved by the previous office employee. Through a file audit, it was allegedly found that an employee altered invoices for the GM and these were presented to the Board for payment and approval. Upon being found out, the employee allegedly offered to pay restitution for these items. The president of the BOD sent the above information to the District Attorney for review and possible action. The Grand Jury's investigation has been turned over to the District Attorney.

At this time, the plant does not have a licensed operator. The current HCCSD plant employee is being trained by Coleman Engineering with expectations of receiving a license to operate the plant and to train new employees. The timecard machine is no longer in use as Coleman Engineering is paying the plant employee. (See attached Coleman Engineering contract and amendment.) The Board President is learning the operations of the plant and will be seeking a Level 1 certificate as a back-up if necessary. The office is now being managed by board members rotating weekly to assist the hired consultant.

FINDINGS	RECOMMENDATIONS
F1—It was found that the current Board is allegedly being taken over by the hired consultant and is advising the Board on subjects not in their realm of expertise. This is dividing the Board and has developed a toxic environment. The consultant is attending closed sessions of board meetings.	**R1**—It is recommended the consulting firm be counseled or replaced as per contract agreement.
F2—It was found that the new board members need training on how to run a Special District.	**R2**—It is recommended the Board of Directors seek training through the California Special Districts Association. At the exit interview, it was stated that the HCCSD-BOD has requested the necessary training.
F3—It was found in reviewing data received concerning payments of invoices, several irregularities were found. Some invoices appear to be created on a PC replacing the original one. Some invoices appear to be for non-employees.	**R3**—It is recommended a forensic audit be performed by a Certified Public Accountant hired to determine any misuse of district funds. During the exit interview it was stated that the district may not have funds available.
F4—It was found that board policies on control of credit cards have not been followed.	**R4**—It is recommended the HCCSD-BOD to review the policy handbook which includes instructions on the use of credit cards. The control sign-in/out sheet with receipts being attached and reviewed by the HCCSD-BOD on a regular basis should be created. This should be completed within the time of the consultant contract
F5—It was found that there is not a licensed plant manager at the present time. Coleman Engineering is providing the necessary training and stand-in license.	**R5**—It is recommended for the HCCSD-BOD to continue with Coleman Engineering until the current employee is fully licensed.
F6—It was found that in the past "honor timecards" have been used at the plant. Recently a time clock has been installed.	**R6**—No recommendation. The new time clock when installed will keep all employees on their work schedule. There are objections by some of the employees, but it is recommended to continue with the time clocks.

F7—It was found the Board Policy manual needs updating. Parts of the manual have been updated but the whole manual needs to be reviewed for outdated materials.	**R7**—It is recommended that the HCCSD-BOD members should update and use the manual for reference in performing their jobs. The hired consultant should be able to complete this within the time of the contract.
F8—It was found that the Employee Handbook needs up-dating.	**R8**—It is recommended the Employee Handbook be reviewed by the HCCSD-BOD for outdated information. Each employee should be required to read and sign a declaration that he/she understands all aspects of what is expected of them, including benefits to them within 30 days of hire.
F9—It was found the Employee Handbook procedures for requesting and documenting vacation and sick leave have not been abided by.	**R9**—It is recommended that all employees read the Employee Handbook and understand the limits of their benefits. Benefits should be reviewed with each employee on their six-month employment review. Benefits to employees need to be re-evaluated as they appear very lenient.
F10—Brown Act and ethics training has not been received by board members.	**R10**—It is recommended that all board members participate in Brown Act and ethics training, and practice it at all meetings. During the exit interview, it was stated that the board president has contacted California Special Districts to provide HCCSD-BOD in receiving Brown Act training.
F11—In a review of past minutes, it was found that a person who is not a board member has made motions during meetings that were voted on and approved by the board members.	**R11**—It is recommended that the HCCSD-BOD members educate themselves on proper protocol and be aware of this in the future. According to HCCSD Policies/Procedures and Roberts Rule of Order, only board members can make motions and vote. A review of proper meeting procedures should be completed in 30 days and reviewed by new board members when they are installed
F12—It was alleged that several items of wood working equipment used to build bird houses were purchased and these items have no viable use for the water waste plant.	**R12**—It is recommended that these woodworking items be sold at a fair market price within 60 days with funds being returned to the district budget.

F13 It was found at the time of the Grand Jury investigation, the Address Change file was empty.	**R13—**It is recommended that the file for request of change-of-addresses be in printed/written format, signed by the current owner and kept up to date and reviewed frequently by the HCCSD-BOD's. Any changes to the billing addresses should have proof of property ownership at the time request~~ed~~ is made.

REQUEST FOR RESPONSES:

Pursuant to Penal Code section §933.05, the Civil Grand Jury requests responses as follows:

From the following elected individuals (60 days to respond):

Hamilton City Community Special Districts Board President — All Recommendations

Hamilton City Community Special Districts Board Vice President — All recommendations

From the following governing body (within 90 days to respond):

Glenn County Supervisor for District 5, Ken Hahn — All Recommendations

Glenn County Board of Supervisors — R3, R7, and R8

Attachments:

Coleman Engineering contract

Consultant contract

California Code of Civil Procedures Part 2 of Civil Actions Title 2 Actions §315-330

DISCLAIMER: At the time of the investigation, there were not any Civil Grand Jury members recused from this investigation.

Penal Code section §929 requires that reports of the Civil 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.

Attachment 1—Agreement between the HCCSD and Silk Consulting Group —Page 1

AGREEMENT BETWEEN
THE HAMILTON HCCSD COMMUNITY SERVICES DISTRICT AND
SILK CONSULTING GROUP

This Agreement is entered into by and between the Hamilton HCCSD Community Services District ("HCCSD") and SiLK Consulting Group ("Contractor") for the purpose of providing professional administrative consultant services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this Agreement, Contractor shall provide professional consulting services to the HCCSD to fulfill the Scope of Work which is attached hereto and made a part hereof as Attachment 1.

2. RESPONSIBILITIES OF THE HCCSD

HCCSD shall:

A. Provide overall project administration and direction to Contractor;

B. Pay Contractor within 30 days of receipt of invoice;

C. Pay for ancillary grant needs, such as CEQA documentation

D. Provide staff to serve as point of contact for the HCCSD.

3. COMPENSATION

The total amount of this Agreement shall not exceed $1,575 (One thousand, five hundred seventy-five dollars) through the term of agreement as specified below. Contractor shall be paid at the rate of $75.00 per hour for work performed in accordance with this Agreement. **Expenses:** Expenses will be billed at cost and include accommodations; duplication costs; grant required office supplies (binders, flash drives, discs); long-distance phone charges; and postage. Mileage for activities conducted on behalf of HCCSD will be billed at the IRS reimbursement rate.

4. BILLING AND PAYMENT

Contractor shall submit all invoices and supporting documentation (grants, letters, survey results, analysis, and final reports) to the Hamilton City Community Services District, within 15 days of the end of each month and following the completion of services described in Attachment 1. Said documentation shall be sufficiently detailed, will be submitted within required deadlines and as agreed to, and as dictated by a specific

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Attachment 1—Agreement between the HCCSD and Silk Consulting Group —Page 2

project. Contractor will be compensated monthly for services authorized by the HCCSD Board Chair, or designee, up to the amount of the not-to-exceed amount of this Agreement, unless otherwise re- negotiated and amended as provided herein.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2021 and shall terminate on December 31, 2021.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his duties to the satisfaction of HCCSD, or if Contractor fails to fulfill in a timely and professional manner his obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then HCCSD shall have the right to terminate this agreement effective immediately upon HCCSD giving written notice thereof to Contractor. Either party may terminate this agreement for any reason on 30 days written notice. HCCSD shall pay Contractor for all work satisfactorily completed as of the date of notice. HCCSD may terminate this contract immediately upon oral notice should funding cease or be materially decreased.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto regarding the services to be provided herein. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

8. NON-ASSIGNMENT OF AGREEMENT

Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of HCCSD.

9. INDEPENDENT CONTRACTOR CLAUSE

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or

Attachment 1—Agreement between the HCCSD and Silk Consulting Group —Page 3

to allow HCCSD to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of HCCSD is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government, which would be withheld from compensation if Contractor were a HCCSD employee, including estimated taxes, social security, and any other payroll tax obligations that they may owe as a result of compensation received for services rendered pursuant to this agreement. HCCSD shall not be liable for deductions for any amount for any purpose from Contractor's compensation.

Contractor shall not be eligible for coverage under HCCSD's Workers' Compensation Insurance Plan nor shall Contractor be eligible for any other HCCSD benefit, including, but not limited to, disability or unemployment insurance, medical insurance, or sick leave.

Contractor is further responsible for providing, at their own expense, disability, unemployment and other insurance, workers' compensation, training, permits, and licenses for themselves and their employees and subcontractors. Contractor agrees to indemnify HCCSD for any claims, costs, losses, fees, penalties, interest, attorney's fees, or damages suffered by HCCSD resulting from Contractor's failure to comply with these provisions.

10. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Coverage shall be:

a. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate. (If applicable).

11. INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify HCCSD and its officers, officials, employees and volunteers from and against any and all liability loss, damage, expense, and costs (including without limitation costs and fees of litigation) of every nature

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Attachment 1—Agreement between the HCCSD and Silk Consulting Group —Page 4

arising out of or in connection with Contractor's performance of work hereunder contained in the contract, except such loss or damage which was caused by the sole negligence or willful misconduct of the HCCSD.

Contractor shall also indemnify HCCSD of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against HCCSD with respect to Contractor's independent contractor status that would establish a liability for failure to make social security or income tax withholding.

12. NON-DISCRIMINATION

During the performance of this agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition. age. marital status, and denial of family care leave.

13. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to HCCSD:
Scott Miller, Board President
211 Main Street/P.O. Box 116
Hamilton City, CA 95951
530-826-3208
hccsd@sbcglobal.net

If to Contractor:
Suzi Kochems, Consultant
105 Shasta Street
Orland, CA 95963
(530) 228-7811
suzi@silkconsultinggroup.com

Notice shall be deemed to be effective two days after mailing.

14. RIGHT TO MONITOR AND AUDIT

HCCSD shall have the right to monitor all work performed, as well as to review all records and procedures to ensure that the expenditure of funds is in conformity with this agreement and applicable Federal and State regulations.

15. RESPONSIBILITY FOR AUDIT EXCEPTIONS

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Attachment 1—Agreement between the HCCSD and Silk Consulting Group —Page 5

Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception(s) by appropriate State or HCCSD audit agencies occurring during the performance of this agreement. Contractor also agrees to pay to HCCSD the full amount of HCCSD's liability to the appropriate entity resulting from said audit exceptions that result from a breach of contract.

IN WITNESS WHEREOF, HCCSD and Contractor have executed this agreement on the day and year set forth below.

CONTRACTOR/SILK CONSULTING GROUP

Kochems

Suzi Kochems, CEO/Principal — 6.14.21 **Date**

HAMILTON CITY COMMUNITY SERVICES DISTRICT

Scott Miller, Board President — 14 JUN 2021 **Date**

Attachment 2—Agreement for Professional Service for Wastewater System Operations —Page 1

Agreement for Professional Services

This Agreement is to provide services for the project identified as follows:

Project Name: Contract Wastewater System Operations

Client Project Number:

Consultant Project Number: HMLT21-001

The Client and the Consultant are identified as follows:

CLIENT:	Hamilton City Community Services District	CONSULTANT:	Coleman Engineering, Inc.
Name:	Scott Miller	Name:	Chad R. Coleman
Title:	Board President	Title:	President
Address:	211 Main St.	Address:	1223 Pleasant Grove Blvd., Suite 100
City, ST, Zip:	Hamilton City, CA 95951	City, ST, Zip:	Roseville, CA 95678
Phone:	(530) 826-3208	Phone:	916-791-1188
e-mail:	hccsd@sbcglobal.net	e-mail:	chad@coleman-eng.com

This Agreement is effective as of the date signed on the last page and is subject to each of the following terms.

1. **PROFESSIONAL SERVICES**

   A. Scope of Services. The Consultant's undertaking to perform professional services extends specifically to the services described in Exhibit A, which is attached and made a part of this Agreement ("the Services").

   B. Additional Services. If requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"). Additional Services must be authorized by the Client in writing including a complete identification of the scope of Additional Services, a schedule for their performance and an accompanying budget.

2. **PERIOD OF SERVICES**

   A. This Agreement has been made in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin providing services in a timely manner after receiving a fully executed copy of this Agreement and will complete the Services described in Exhibit A according to the schedule defined in Exhibit A or if not fully defined there within a reasonable length of time. Times for performance shall be extended as necessary for periods of delay or suspension resulting from circumstances the Consultant does not control.

3. **COMPENSATION**

   Compensation shall be paid to the Consultant in accordance with the following provisions:

   A. For Services described in Exhibit A, the Consultant's compensation shall be computed as stated in Exhibit A, which is attached and made a part of this Agreement.

Attachment 2—Agreement for Professional Service for Wastewater System Operations —Page 2

B. Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Client is also responsible for payment of any taxes, including sales tax. When the Consultant's compensation is on a lump sum fee basis, the invoices will be based upon the portion of total Services performed at the time of billing. If the Consultant's compensation is on an hourly basis, the invoices shall be based on time expended in providing the Services.

C. Payment of each such invoice will be due within 30 days of receipt. Interest will be added to accounts not paid within 45 days at the maximum rate allowed by law. If the Client fails to make payments when due, or is otherwise in breach of this agreement, the Consultant may, after giving notice to the Client, suspend services under this Agreement until it has been paid in full all amounts due. The Consultant shall have no liability whatsoever to the Client for any costs or damages that result from such suspension.

D. If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing.

4. STANDARD OF CARE

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

5. DOCUMENTS

A. All documents, including drawings, specifications, and computer software, prepared by the Consultant pursuant to this Agreement are instruments of service in respect to this Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this Project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any reuse, partial or otherwise, without written authorization or adaptation by the Consultant will be at the Clients sole risk and without liability or legal exposure to the Consultant; and the Client shall indemnify, defend, and hold harmless the Consultant against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse.

B. Any electronic files are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without authorization of the data's creator, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data transferred.

6. OPINIONS OF COST AND SCHEDULE

In providing estimates of probable construction cost and/or schedules, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's methods of pricing and scheduling, and that the Consultant's estimates of probable construction costs and schedules are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work, or the estimated schedules, will not vary from the Consultant's estimate of probable construction cost or the estimated schedule.

7. ENGINEERING SERVICES DURING CONSTRUCTION

A. If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction

Attachment 2—Agreement for Professional Service for Wastewater System Operations —Page 3

observation, and the Client waives any claims against the Consultant in any way connected thereto.

B. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice or usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

C. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor.

D. The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

8. **HAZARDOUS SUBSTANCES AND CONDITIONS**

A. As used in this Agreement, the term *hazardous materials* shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

B. Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

C. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and subconsultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

Attachment 2—Agreement for Professional Service for Wastewater System Operations —Page 4

9. INSURANCE

The Consultant agrees to maintain the following insurance coverage: (1) statutory workers' compensation insurance; (2) comprehensive general liability insurance, and automobile liability insurance coverage in the sum of not less than one million dollars ($1,000,000), (3) professional liability insurance in the sum of not less than one million dollars ($1,000,000) annual aggregate, on a claims-made basis, as long as all are reasonably available under standard policies at rates comparable to those in effect at the time the Agreement is executed.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the amount of the Consultant's fee, or $50,000, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted and shall apply to the Consultant, its sub-consultants and all of their employees, agents and officers.

11. STEPPED DISPUTE RESOLUTION

In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and the Consultant agree to attempt to resolve such disputes in the following manner:

A. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

B. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The parties shall share the mediator's fee and any filing fees equally.

C. Third, if the parties to this Agreement are unable to reach a settlement of any dispute involving an amount of less than $100,000, arising out of this Agreement or related to the services under this Agreement, in accordance with the procedures above, then such disputes may, with the consent of both parties, be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association current as of the date of this Agreement. The cost of the arbitration shall be split equally between the parties.

D. Nothing in this section shall preclude or limit the Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

E. Any mediation or civil action by the Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

12. PERSONAL LIABILITY PROTECTION

It is intended by the parties to this Agreement that the Consultants services in connection with the project shall not subject Consultants individual employees, officers, or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary herein, the Client agrees that as the Clients sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a California Corporation, and not against any of the Consultants employees, officers, or directors.

13. TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. In the event of any termination, the Consultant will be paid for all services performed to the effective date of termination, all expenses subject to reimbursement, and other

Attachment 2—Agreement for Professional Service for Wastewater System Operations —Page 5

reasonable expenses incurred by the Consultant as a result of such termination.

14. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT AND SUB-CONTRACTING

A. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party.

B. Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. However, the Consultant reserves the right to augment its staff with sub-consultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are proved by in-house employees, contract employees, or independent sub-consultants.

15. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

16. NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid with the U.S. Postal Service, and addressed as shown on Page 1 of this Agreement.

17. MISCELLANEIOUS PROVISIONS

A. This Agreement is to be governed by the laws of the State of California. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties.

B. The Client, by signature of this agreement, recognizes that the Scope of Services is predicated upon the requisite level of service known to the Consultant. Should unknown factors occur, the Client will compensate the Consultant for those tasks that are not inclusive of this Scope of Services.

C. If any provision of this agreement is held to be unenforceable, the remainder of this agreement shall be severable and not affected thereby.

18. AUTHORITY

Each party has full power and authority to enter into and perform this Agreement, and the person signing this contract on behalf of each party has been properly authorized and empowered to execute this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

Attachment 2—Agreement for Professional Service for Wastewater System Operations —Page 6

The above is mutually agreed to this 28th day of APRIL, 2021.

HAMILTON CITY COMMUNITY SERVICES DISTRICT	COLEMAN ENGINEERING, INC.
By:	By: Chad R. Coleman
Name: Scott A. Miller	Name: Chad R. Coleman, P.E.
Title: HCCSD Board President	Title: President
	CA PE #: C 56490

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Attachment 3—Scope of Service for Wastewater System Operations —Page 1

EXHIBIT A

Scope of Services

Client: Hamilton City Community Services District
Project: Contract Wastewater System Operations
Project Location: Hamilton City, CA
Summary of Services: Operations
Utility System: Wastewater

Background

The Hamilton City Community Services District (CSD, Client) normally operates its wastewater system with a crew of two licensed operators and an unlicensed laborer. The two licensed operators have left CSD employment. The CSD needs assistance to operate the wastewater system including the treatment plant and the collection system.

Coleman Engineering will provide wastewater operations services until the CSD is able to hire full-time replacement to their departed staff.

Scope of Services

Coleman Engineering will provide staff to operate the wastewater treatment plant and collections system. The following assumptions will be applicable to services provided by Coleman Engineering to the Hamilton City Community Services District.

- Typical work schedule will be Monday – Friday, 7:00 am to 3:30 pm.
- Coleman Engineering will provide a Grade 2 WWTP operator for most staffing.
- This is a labor agreement. No employee/employer relationship shall be created between Coleman Engineering staff and the Client. Coleman Engineering will pay for all salary, benefits, etc. of its employees. The Client will only pay the hourly rates for each Coleman Engineering staff assigned to the project.
- Coleman Engineering employees will coordinate with the Client for holiday coverage, vacations, sick leave, etc. No leave time or vacation time will be paid for by the Client. The purpose of this coordination is strictly to assure adequate coverage of the facilities if Coleman Engineering staff are not able to report to work at normal times.
- If needed, Coleman Engineering can provide advanced services up to a Grade 5 WWTP operator who can help to troubleshoot process issues that may require assistance.

Attachment 3—Scope of Service for Wastewater System Operations —Page 2

EXHIBIT A

- Coleman Engineering will provide appropriate clothing and personal protective equipment for its employees.
- The Client will provide all required tools and equipment.
- The Client will provide all required consumables such as lab chemicals, testing reagents, etc.
- The Client will provide direction to Coleman Engineering staff. Coleman Engineering staff will not supervise Client employees. Coleman Engineering staff will endeavor to be an active participant in the success of the plant but will not provide actual supervisory oversight of Client employees.
- The Client and Coleman Engineering do not anticipate that engineering will be requested or authorized under this Agreement. However, at the Client's request, Coleman Engineering will be pleased to offer services that may be required. The attached Billing Rate Schedule will be applicable to services requested by the Client.

Actual duties and daily work tasks will vary from day-to-day and will be determined by Client direction and by Coleman Engineering staff experience. Based on our initial site visit and discussion, we anticipate that some of the following tasks may be early goals that Coleman Engineering will focus on. Not all tasks will be accomplished and we anticipate that additional tasks may be added. Coleman Engineering will coordinate with the Client to accomplish the Clients highest priority tasks in the allotted time.

1. Assistance with Client Staff
    a. Assisting the Client to screen and interview future full-time operator candidates.
    b. Tracking and signing off on Adrian's OIT hours.

2. WWTP Pond Operations
    a. Creating and implementing a daily rounds sheet.
    b. Creating and implementing a daily logbook.
    c. Set up regular and legal influent screenings debris removal service from a local waste hauler.
    d. Create Preventative Maintenance records and logs for the assets at the plant.
    e. Research and write Standard Operating Procedures for the plant.
    f. Modifying operations so that 24-inches of freeboard is maintained in the ponds to comply with permit limitations.
    g. Implement measurements and monitoring to demonstrate compliance with permit conditions.
    h. Create a Report Template to submit results of required monitoring to the State to demonstrate compliance with permit conditions.
    i. Monitoring and maintenance of treatment equipment and functions.
    j. Vegetation and debris removal at the wastewater treatment plant pond site.

Attachment 3—Scope of Service for Wastewater System Operations —Page 3

EXHIBIT A

k. Maintain ponds to maximize mosquito abatement.

3. Wastewater Collection System
   a. Monitoring of collection system functions.
   b. Collection system preventative maintenance planning.

Task 1 Deliverable:

- *none*

Schedule

Coleman Engineering will begin services by providing a certified Grade 2 WWTP Operator on the following schedule.

- Weeks 1-3: 3 days per week
- Weeks 4 and on-going: 2 days per week

Coleman Engineering will coordinate with the Client to determine which days each week will be scheduled for services. Also, the Client may adjust the schedule to increase or decrease the requested assistance at any time. It is assumed that when Coleman Engineering staff are requested to work that they will provide a typical 8-hour per day schedule during normal CSD work hours of 7:00 am – 3:30 pm.

Coleman Engineering can also be available on different schedules and after hours for night and weekend emergencies. Costs for non-typical working hours are detailed below.

Engineering Fee

Coleman Engineering will bill on a Time & Materials basis according to the terms of payment outlined in the Agreement. It is anticipated that Coleman Engineering staff will be directed to work for a maximum of 8-hours per day and a maximum of 40-hours per week. Hourly billing rates during these hours will be at straight time rates as shown on the attached Billing Rate Schedule.

Only as specifically directed by Client staff, Coleman Engineering staff can be available to provide services in excess of 8-hours per day and in excess of 40-hours per week. It is assumed that this would only occur in an emergency. If overtime services are required, as defined by State and Federal employment laws, they will be billed at 1.5 times the straight time rates shown on the attached Billing Rate Schedule. Time billed during Holidays will be billed at 2 times the straight time rates shown on the attached Billing Rate Schedule.

Attachment 3—Scope of Service for Wastewater System Operations —Page 4

EXHIBIT A

Tasks Not Included in this Scope of Services

This Scope of Services is intended to outline the services offered to the Client by Coleman Engineering. The list below is offered as a clarification of the services that are not anticipated for this engagement though Coleman Engineering will be pleased to discuss how we may provide additional services that are required by the Client.

1. Design services are not anticipated but can certainly be provided by Coleman Engineering if requested by the Client.
2. Permitting services are not anticipated but can be provided by Coleman Engineering if needed.
3. Public meetings are not anticipated to be required but can be provided if necessary.
4. CEQA review or other environmental consulting including cultural review or clearances are not anticipated but may be coordinated if needed.
5. Expert witness services are not anticipated to be required but can be provided if necessary.

Attachment 4—Authorization for Additional Services —Page 1

Authorization for Additional Services

This Agreement is to provide additional professional engineering services for the project identified as follows:

Project Name: Contract Wastewater System Operations

Client Project Number: _____

Consultant Project Number: HMLT21-001

Additional Services #: 1

The Client and the Consultant are identified as follows:

CLIENT:	Hamilton City Community Services District	CONSULTANT:	Coleman Engineering, Inc.
Name:	Scott Miller	Name:	Chad R. Coleman
Title:	Board President	Title:	President
Address:	211 Main Street	Address:	1358 Blue Oaks Blvd., Suite 200
City, ST, Zip:	Hamilton City, CA 95951	City, ST, Zip:	Roseville, CA 95678
Phone:	530-826-3208	Phone:	916-791-1188
e-mail:	hccsd@sbcglobal.net	e-mail:	chad@coleman-eng.com

The following Scope of Additional Services, Schedule, Budget, and Budget Summary are added to the existing agreement referenced above, are effective as of the date signed on the last page and are subject to all of the terms of the original agreement.

1. SCOPE OF ADDITIONAL SERVICES

- Background and Scope of Services to remain the same as detailed in the original Agreement.

2. SCHEDULE

- Schedule to be modified as follows:
  - 24 hours per week for 3 weeks starting August 16
  - 16 hours per week for 3 weeks starting September 6
  - 8 hours per week for 3 weeks starting September 27
  - 8 hours per month starting October 18
  - Available for extra help as needed and as authorized in writing by the District in advance. E-mailed authorization is acceptable as written documentation.

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COLEMAN ENGINEERING

Attachment 4—Authorization for Additional Services —Page 2

3. BUDGET

- Budget to remain the same as detailed in the original Agreement.
- All charges to be on a Time & Materials basis using billing rates attached to the original Agreement.
- No budget limit was established in the original Agreement. No budget limit is specified in this Additional Services authorization.

The above is mutually agreed to this 27 day of August 2021.

HAMILTON CITY COMMUNITY SERVICES DISTRICT	Coleman Engineering, Inc.
By: _____	By: Chad R. Coleman
Name: Scott Anthony Miller	Name: Chad R. Coleman, P.E.
Title: Interim GM / HCSD Board President	Title: President
	CA PE #: C 56490

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COLEMAN ENGINEERING



The values of confidentiality of matters occurring before the grand jury is very important.

Ken Star



GLENN COUNTY JAIL

The Glenn County Jail operates under the Sheriff's Department and has had issues throughout the years with the aging building. The Sheriff and Jail Commander work together to keep the jail functioning as required by the state.

GLENN COUNTY JAIL

The Glenn County Jail has posted new signs around the facility to those who try to bring in contraband.

SUMMARY:

The Glenn County Jail is a 31-year-old, six pod jail that can house up to 144 inmates. It is the only jail in Glenn County that houses inmates from Willows, Orland, Hamilton City, and rural areas. This can cause disruption in the jail by gang member rivalries, making it important that they be separated into different pods. This limits the maximum occupancy to approximately 124 inmates.



PURPOSE:

The purpose of this investigation is two-fold.

1. California Penal Code §919 (a) and (b) requires inspection of the Jail/Corrections facility.
2. The 2019 – 2020 Civil Grand Jury requested a follow-up on the Findings and Recommendations listed in their report.

GLOSSARY:

CDC — California Department of Corrections

EPS — Emergency Power System

HVAC — Heating, Ventilation, Air Conditioning

BSCC — Board of State and Community Corrections

BACKGROUND:

The 2019-2020 Grand Jury Report listed findings in several areas that the 2021-2022 Grand Jury wanted additional follow-up information.

The facility was put into service in 1990. There are six pods containing cell units and showers that are monitored by a guard tower. The guard tower houses four large monitors that show Jail hallways, each pod, and all door access. The Jail building and pods have not been updated or remodeled since put into operation.

The 2019-2020 Grand Jury found six Findings. They are as follows:

- Heating, ventilation, air conditioning (HVAC) was not working properly and disabled because it was pumping too much cold air into the facility to not maintain a comfortable temperature due to a damaged/broken coil.

- Emergency Power System (EPS) maintenance personnel did not have enough knowledge to operate, maintain, or fix the system if it should stop operating. The system is a diesel generator and supports the Fire Life Safety system of the jail. The EPS is shared with the courthouse and other government buildings.

- Medical staff have installed a hold open device on a fire door in the main egress corridor. This condition is in direct violation of Title 24 CCR. The National Fire Protection Association (NFPA) 80 Section 5 specifically states that these devices shall not be installed on a fire door.

- Storing flammable materials in the stairwells places the officer in the tower at risk. This condition needs to be corrected immediately.

- Walk-in refrigeration units have locking hardware that is not releasable from inside the box. Entrapment by mistake or deliberate act is possible. An axe was not visible inside the box, but this is understandable because the walk-in refrigeration units are accessible by inmates.

- The overall finishes were in good repair except for the door slabs and jambs. All cells in the main jail entry area need to be painted. Overall, the interior conditions of the jail were in good shape.

- The SDS binder was not located when asked to view it.

METHODOLOGY:

Interview with Sheriff's Personnel

Jail Facility Tour

Policies and Procedures

Board of State and Community Corrects Report (BSCC Report)

DISCUSSION:

The 2021-2022 Civil Grand Jury discussed the severity of the findings and recommendations found by the 2019-2020 Civil Grand Jury. The following information was provided by the Jail administrators and the jail Commander.

1. The HVAC system was discussed, and the administration reported the company that installed the air-conditioner replaced the coil and a module but was found the unit is still temperamental. It was reported that the morning of our visit, the air temperature was 69 degrees in the jail. There are three units; one for PODs A, B, and C , one unit for D, E and F. The remaining unit covers the other areas in the jail. It was reported that the kitchen area was extremely hot. To help reduce the heat in the kitchen, the administration put a portable air conditioner in the kitchen which reduced the heat.

2. The Emergency Power Service (EPS) is run off a 5K diesel generator. The EPS is tested weekly and quarterly by the brands company, Caterpillar Company. The facility maintenance personnel are very familiar with the system and maintains the system on a regular basis.

3. The Medical Staff would put a plastic doorstop under the door to keep it open. At the time of the visit, the door was closed, and any doorstops were not in sight.

4. The 2019-2020 Civil Grand Jury found flammable materials in the stairwell. When asked the administration about this issue they said that they did not know what the previous report was talking about. In the past there have been tools left out, but not flammable materials. The current Grand Jury did not see any flammable or other materials in any of the stairwells and hallways.

5. At the time of the Grand Jury visit, the commander stated that this has already been fixed with a release placed on the inside of the freezer.

6. The SDS binder was not seen by the 2019-2020 Civil Grand Jury. The administration reported that it is stored in the locked office and would have been brought out if asked.

The fire expression system has been updated. Most of the electronics have been updated except the pod door control on the control board in which they are **still** using small paper cups. Should a wrong door be opened, it could be detrimental to the site. They would like to have the entire control panel updated with the camera synced with the door controls as well as lock certain doors that take a more safeguard system. The quote was for $2.5 million to update the control panel. They are looking for a touch-screen system. The system is an integrated system so components could not be purchased at various times. Currently, cups are used to cover the door levers that open doors housing more dangerous inmates who could cause potential harm to other inmates and correctional officers.

The Visit and Tour

During the months of Covid, February 2020-December 2021, the count rose to approximately 110 inmates. It was reported that during the wintertime they would house less inmates. The jail consists of six pods. Normally they can place up to 20 inmates in a pod. At the time of the Grand Jury's visit, it was reported that one pod has 34 inmates, and 17 in another pod with the other pods sharing the rest of the inmate population. It was stated that while the total capacity is 144, they can safely house 124 due to separation of rival gangs.

At all times there are three correctional officers inside the jail. The shifts run 12 hours, but overtime is normal. Men are working four-12 hour shifts per week plus overtime. Female correctional officers are working five -12-hour shifts because they are short staffed and can have up to 40 hours overtime per every two weeks. Currently there are three female correctional officers including the female Sergeant. One female must be assigned on all shifts.

The jail must have three correctional officers on each shift with one in the control tower. This person cannot leave their position. Of the six pods one pod is designated for female inmates that can hold a maximum of 24. At the time of our visit, the facility was housing 12 female inmates.

The jail is allocated 16 correctional officers and currently has 10 vacant positions. While the need for correctional officers is in great demand, the administration expressed the need for female correctional officers. There are also two kitchen staff and one secure maintenance person.

The Sheriff and Commander are having a difficult time finding potential officers that want to work in the jail. New employees have a five-week academy and a minimum eight-week field facility

training. The first week of training is fighting, handcuffing, and learning how to handle a combative person. Standard Training for Corrections (STC) occurs every year which is 24 hours in length. There is a Board of Safety Training throughout the year that correctional officers can take when time allows.

Administration stated that the job is very difficult, and they want to ensure that the right person is hired for the right job. The facility must follow Title 15 Fair Treatment Policy to ensure that all inmates are treated fairly. A training record is kept in the correctional officer's personnel record.

All inspections are performed by the Board of State and Community Corrections (BSCC). This inspection takes place every two years

Each pod has two tablets for the inmates to use. Most of the programs installed are learning programs as well as the ability to watch movies. The inmates can receive chats from family members and see pictures. There are programs such as parenting class, AA classes, and self-help class. These courses will offer certificates that can be shown to the inmate's lawyer. The company, Global TelRate, controls the software, can monitor how the tablet is being used, and what is being watched by the inmate. The tablet has facial recognition, and each inmate has a password. They have a policy that the inmates cannot contact another inmate within six months of leaving.

Glenn County Office of Education Success One offers curriculum for a high school diploma. Curriculum is brought in for the inmates and their work is picked up and evaluated for sufficient credits for their diploma. It was not stated how many have received their diploma.

A typical day starts at 4:30 a.m. when the lights come on, and the inmates clean their area and pods. At 7:00 a.m. - 7:30 a.m. breakfast trays are served and cleared. They clean and sanitize their pods again. Around 10:30 a.m. they take a nap or exercise. Inmates receive their lunch at 12 noon, after lunch they clean-up and have time for classes, exercise, medicine etc. Dinner is served from 5:30-6:00 p.m., then trays are cleaned and picked up. Lights are out by 9:00 p.m. Throughout the day the inmates are continually doing cleaning for Covid.

As listed on Shouse California Law Group, "*Assembly Bill 109 (AB 109), known as realignment, is a measure passed by California voters in 2011 that diverts defendants convicted of less serious felonies to serve their time in local county jail rather than state prison.*" With the passing of AB109, the inmates could stay for several years which has caused issues throughout the facility environment, such as finding contraband in cells, inmate to inmate fighting, inmate to correctional officer issues, and higher costs in medical.

Medical

WellPass now provides a medical contract to the jail. The cost to the jail is $1.2 million with an increase in price by 4.5 percent increase every year. They are due to renegotiate the contract this year. AB109 allowed the inmate to stay for longer terms; therefore, the jail is seeing inmates with more severe medical conditions. With the longer stay and more severe medical conditions, the jail medical cost has risen more than double from what it was before AB109.

Support Services

The inmates receive various types of supportive services: mental health counseling, education, and religious sessions. Due to Covid, inmates do not participate in an outside work program. One service being instituted in the jail is for mental health medical assistance.

Transporting Inmates

Since temporary courts are being used in both Willows and Orland, the staff uses a van to transport inmates. A gate needed to be remodeled to allow the van into the disembarking area.

COVID-19

During the Covid months, the Glenn County jail housed 15 to 18 California Department of Corrections (CDC) inmates sentenced to State prison. The state's CDC reported that they could not take them due to the COVID-19 shutdown. Approximately six months ago, the Sheriff wrote a letter to the CDC stating the hardship on the facility occupants and correction workers to continue to house those court mandated to the CDC. The CDC needed to take these inmates to their State facility. A few months before the Grand Jury visit, the jail released 15 inmates back to the CDC. Three were released from serving their time. During that time, most medical and assault incidents were all from CDC prisoners.

During the months of COVID-19, the jail was seeing people booked and court released felons that would have normally been placed in jail. Instead, the courts were releasing offenders under the zero bail, who would then commit another crime, be rebooked and released again. Most offenders were those related to alcohol/drugs as well as domestic violence and child molestations.

The jail does not have a negative pressure room to house the COVID-19 inmates. They would have to secure COVID-19 infected inmates in the holding cells having them clean their cells morning and night. The jail staff then began to keep all inmates in their cells providing them with sanitary wipes to wipe down doorknobs, sink fixtures as well as having them clean their cells three times a day.

The jail staff stated that they offered the inmates face masks, but they could not make them wear them. In doing so several inmates contracted COVID-19 and were isolated from the regular inmates until the decision was made to keep them in their respective pod.

Disaster Training

All employees are trained in the process of evacuation including maintenance personnel. The disaster training is mostly on evacuation. Should a fire occur, the jail would not burn due to the makeup of the building. Should a gas leak occur, then the inmates would be directed outside to the exercise area.

If there is a major disaster, they would be loaded into a bus until they were instructed on further evacuation plans. The normal site would be Butte or Shasta County jails, but if they have to go out of the area, they would be transported to Alameda County Jail.

The Tour



The tour showed that the doors and jams needed painting as suggested by the 2019-2020 Grand Jury. These doors and jams are severely marred. The walkways were empty and clean. Looking from the control tower into the pods, they looked clean and tidy. Inmates were watching TV, reading, or napping. There were no disturbances or uprising when we were there. The kitchen area was clean and well supplied with needed cooking utensils. The air conditioning was comfortable at the time even though it was stated that it was chilly in the morning of our visit. The Grand Jury asked to be served lunch the same as the inmates received. The Jury was served soup and sandwiches which was enjoyed.

Looking ahead

The jail administration stated that they would like to have a full body scanner that is more efficient and less intrusive. The current scanner does not detect all forms of contraband. The new body scanner would cut down on contraband and illegal cell phones entering the jail. The cost of the full body scanner would be approximately $300 thousand. When asked about where the money could possibly come from, they stated that they were currently looking at various ways and different venues.

The Administration would like to have more training for their Correctional Officers. Due to lack of staffing, training is held for **required** training only and not extra enhanced training.

They would like to have several more tablets per pod, but this is determined by Global TelRate, the company that monitors and provides the tablets to Glenn County Jail.

FINDINGS	RECOMMENDATIONS
F1. It was found that all recommendations from the 2020-2021 Civil Grand Jury Report were completed except the painting of the facility doors and jams.	**R1.** It is recommended that the jail administrators and maintenance personnel calendar a time for the jail door and jams to be painted by October 2022.
F2. It was found the jail administration stated that they would like to have a full body scanner that is more efficient and less intrusive to cut down on contraband and illegal cell phones.	**R2.** It is recommended that the jail administration research costs and apply for grants to purchase a full-body scanner by the end of September 2022.
F3. It was found the jail staffing is at a dangerous low making Correctional Officers work	**R3**. It is recommended that the jail administration perform a financial study of other

overtime that can cause stress, burnout, and mental fatigue.	counties compensation for retaining officers by September 30, 2022.
F4. It was found that the jail staff would like to receive advanced training in their prospective areas.	**R4.** It is recommended that the jail administration provides advanced training to jail officers via Zoom, inhouse, and/or outside facility by October 2022.
F5. Most of the electronics have been updated except the pod door control on the control board. They are **still** using paper cups to mark certain switches.	**R5.** It is recommended to have the entire control panel updated by December 21, 2022.

REQUEST FOR RESPONSES:

Pursuant to Penal Code sections §933 and §933.05, the grand jury requests responses from the following agency within 90 days:

From the following individuals (60 days to respond):

- Jail Commander, respond to all recommendations
- Sheriff, respond to all recommendations

From the following governing bodies (within 90 days to respond:

- Board of Supervisors, respond to all recommendations.

None

DISCLAIMER: At the time of the investigation, there were not any Civil Grand Jury members recused from this investigation.

Penal Code section §929 requires that reports of the Civil 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.

GLENN COUNTY PROBATION DEPARTMENT
in Cooperation with Tehama County Juvenile Hall

Probation has one more tool to help juvenile offenders after they reach the age of 18 or have graduated out of the Tehama County's Juvenile Hall Programs. What is the progression of Glenn County juvenile youth in the Tehama County Juvenile Hall? A current visit and new information regarding the Maxine Singer Youth Guidance Center (Camp Singer) prepares juveniles for the adult World.

Tehama County Probation Department

Juvenile Detention Facility



SUMMARY:

Tehama County Juvenile Hall is changing lives by the programs they use and the care and concern the staff shows. This facility has many self-improvement and enrichment programs, and physical and mental health services. The staff working through guidance and example with their juvenile youth expects change in their wards. The young adults learn skills to deal with life situations.

PURPOSE:

The purpose of this report is twofold:

- A requirement by the State of California for the Civil Grand Jury to visit the juvenile detention center yearly,
- To inform the community of the progress the Glenn County juveniles are making.

BACKGROUND:

Jane Hahn Juvenile Hall in Glenn County was closed by the Board of Supervisors in July of 2016. Since then, local juveniles, under the juvenile court's jurisdictions, have been housed in the Tehama County Juvenile Hall as per contract between Glenn County and Tehama County.

METHODOLOGY:

- Tehama County Facility Administration
- Toured the facility
- Reviewed the facilities Policy and Procedures guidelines
- Interviewed Glenn County juveniles
- Interviewed Glenn County Probation staff
- Review contract with Maxine Singer Youth Guidance Center (See Attached)
- Reviewed HABITS Proposal pending Board of Supervisors approval

DISCUSSION:

The Grand Jury toured the Tehama County Facility seeking information on how Glenn County juveniles are acclimating to being out-of-county and away from their families.

The committee was welcomed by a warm and friendly greeting. Juvenile Hall staff were eager to show us their unique facility. The Juvenile Hall was built in 2003. Four nearby counties use this facility: Tehama, Glenn, Lake and Siskiyou. The facility has three pods with capacity for 64 beds. To date, the highest population has been 30 youth. There are four rooms to hold COVID-19 exposed youth. The Tehama Juvenile Administrator stated that they were short staffed and in need of a full-time officer as funding is a problem for the Juvenile Hall.

When first entering the facility, the youth and their parents are given an informational packet which contained information about what is expected of the juvenile and parents. The youth are then transitioned into a pod with care taken, so as not to put rival gang members in the same pod. During the discussion, the committee was interested in finding out about the different 'colored pants' the youth were wearing. It was explained that when first entering the facility they are given 'orange' pants. After a certain amount of time, if the youth have completed their chores and homework, have good behavior, they are then given 'yellow' pants. 'Yellow' pants show that the youth have been there longer and have earned more privileges. With good behavior and time served, the adolescents are given 'green' pants, plus they receive commissary privileges. With incentive and good behavior, they are allowed to watch movies. If problems arise with the youth, they will go back to 'orange' pants where they will need to assess their behavior and start over to gain privileges.

This facility provides a positive environment for Glenn County youth. The youth reported to the Grand Jury, "… that they have a lot of respect for the staff and like what the facility has to offer." The staff and adolescents have a great rapport. The youth feel they receive better care, and are cared for, in the facility more than in their own homes.

When a youth was asked if they were ready to go home or wanted to go home, they vehemently answered, "No!" It was stated that they would not have any support or concern from their family, which could cause them to revert back to trouble. There would be no stability in their everyday

lives. The youth reiterated they "wanted" to stay at Juvenile Hall where they felt like a family. They also stated that the staff is more "family" and "caring" than their own families.

School

School starts at 8:00 a.m. until 2:00 p.m., 5 days a week. There are Hi-Tech classrooms with 3-D printers, but only three computers. Graphic artists come in and work with the youth. There are piano, organ and guitar classes as well as group activities. These activities give them comradery and self-esteem. The staff has high expectations for the youth and wants them to succeed.

Several adolescents have an IEP (Individual Education Plan) according to the Individuals with Disabilities Education Act of 1975, and all have a personalized Educational Plan providing goals and objectives for success. SKYPE is used for court appearances, counseling, all mental health issues and to talk to family members, especially during COVID-19.

There is a beautiful, huge, one-half acre garden with vegetables and fruit trees. The youth have the opportunity to work in the year-round community garden which provides fresh produce to the Juvenile Hall as well as several local non-profit agencies. They also gain experience doing land-scaping.

It was stated by administration that the facility could use more computers and it would be desirable for each juvenile to have one of their own. As with most facilities, the staff is shorthanded due to financing problems and if needed, an officer is on call. Due to funding problems, an officer is not there 24/7.

An option for a juvenile that has completed all programs offered at Tehama County Juvenile Hall, yet has not fulfilled their probation requirements may be placed in Maxine Singer Youth Guidance Center, (Camp Singer) in Marysville, California. This is a minimum-security facility of 48 male and 12 female juvenile offenders. The primary objectives of Camp Singer are to focus on com-munity protection and redirection of maladaptive behavior. Camp Singer philosophy is to assist each youth in developing a sense of achievement and responsibility through exposure to a wide variety of experiences and programs. These experiences will give them the tools to be productive members of our communities. Camp Singer has 23 programs that work on behavior, education, vocational training, athletics, community involvement and counseling.

New Program for Youth in Glenn County

A new program introduced by the Probation Department is titled **HABITS**:

Help **A**dvocating **B**etter **I**ncentives **T**oward **S**uccess.

The Glenn County Probation Department has developed and proposed to the Board of Supervisors a new incentive-based program modeled on timecards and incorporating the Forward-Thinking Interactive Journaling series to teach real life skills based upon showing up, participating, and

mastering rehabilitative goals. This new program complements an existing program designed for youth who have lengthy juvenile hall commitments. This program is supported by Probation Department grant funds.

HABITS Program focuses on utilizing economic motivation to incentivize the practice of behaviors that can result in rehabilitative change. This program is based upon what motivates most people to seek and maintain employment; the idea of a paycheck for work performed. However, in this case the work performed is the work the youth need to practice and internalize to instill new prosocial behaviors to replace the old maladaptive behaviors. HABITS seeks to motivate youth to engage, learn and practice new behaviors. This will help youth achieve success in meeting rehabilitative goals by rewarding them with a "paycheck" for doing the hard work involved by changing their behavior that landed them in the juvenile justice system. The HABITS Program begins in juvenile hall and continues as an after care program upon release from probation.

A cliché often heard is that the goal of juvenile justice is to rehabilitate youth into law abiding productive citizens, with the general understanding that these youth will mature and contribute to society as productive wage-earning adults. (*The information for HABITS and the contract between Maxine Singer Youth Guidance Center and Glenn County Probation Department can be found on the Board of Supervisors March 15, 2022, agenda.*)

FINDINGS	SUGGESTIONS
F1 —The facility is short staffed and needs a full-time officer.	**S1—**Using the Tehama County Grant Writer, grants could be researched to procure additional staffing.
F2— With a population of 20-30 juveniles, there is a need for more than three computers.	**S2—**The Tehama County Grant Writer could research the ability for additional funding for a Chromebook cart.
F3—The staff has high expectations for the youth and wants them to succeed.	**S3—No Suggestion**
F4—The juveniles feel safe and cared about in this facility.	**S4—No Suggestion**

(Due to this facility being out of Glenn County, there are no Recommendations— only suggestions.)

COMMENDATION:

The Grand Jury wishes to state that all Juvenile Detention Facilities should be encouraged to follow the pattern that is set up by the Tehama County Juvenile Hall located in Red Bluff, California.

REQUEST FOR RESPONSES:

Pursuant to Penal Code Section §933.05, the grand jury requests responses as follows:

From the following individuals:

- None

From the following governing bodies:

- None

Invited responses:

- Glenn County Probation Department
- Tehama County Juvenile Hall Administration

DISCLAIMER: At the time of the investigation, there were not any Civil Grand Jury members recused from this investigation.

Penal Code section §929 requires that reports of the Civil Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

Attachment 1—Maxine Singer Youth Guidance Center—Page 1

MAXINE SINGER YOUTH GUIDANCE CENTER

"Building a Foundation for the Future."

The Maxine Singer Youth Guidance Center (Camp Singer) is a 365 day court commitment program wherein the last phase is spent on a family furlough. Youth have the ability to graduate from the program up to six (6) months earlier if their behavior and individual progress warrant an early release. The primary objectives of Camp Singer are to focus on community protection and redirection of maladaptive behavior. Camp Singer's philosophy is to assist each youth in developing a sense of achievement and responsibility through exposure to a wide variety of experiences and programming. These experiences will give them the tools to be productive members of our communities. This is accomplished through intense behavior programs, education, vocational training, athletics, community involvement and counseling. These components address the major deficiencies most commonly seen in youthful offenders. Camp Singer focuses on providing a highly-structured and disciplined environment which helps curb youth's delinquent behavior. Camp Singer is facilitated by a Joint Powers Agreement with Yuba, Sutter, and Colusa Counties.

Behavior Modification

The fixed structure of Camp Singer revolves around the behavior modification program which applies to all youth in the facility. Youth earn daily points based on observed positive and negative behaviors. This point based system is designed to promote positive behaviors while reducing negative behaviors. Throughout the program, there are incentives for positive behaviors and promoting through the program. These incentives include family visits in which up to five (5), approved family members can visit and bring food and Temporary Releases where youth have the ability to leave the facility with their families for a specific period of time (TR's and Furloughs suspended due to COVID-19). Youth are allowed to earn specials meals based on weekly averages. PBIS also allows youth to earn snacks, food, and beverages based on daily good behaviors.

Programs

There are a myriad of programs available to youth at Camp Singer. Prior to and after acceptance into Camp Singer, each youth will be assessed to determine which programs would best address their criminogenic and behavioral needs. These programs include, but are not limited to:

Aggression Replacement Therapy (ART)
Dialectical Behavioral Therapy (DBT)
Drug and Alcohol Educational Classes (current)
Bereavement Program
NEXT gang mentor program
Human Trafficking program (by request)
Self-Improvement program
Narcotics/Alcoholics Anonymous
Moral Reconation Therapy (MRT) (current)
Mental Health Therapy (current)
Victim Awareness/Empathy/Grief (by request)
Gang Intervention
Youth Outreaching Writing Workshop
Power Source
Gardening Program (current)
College Courses (current)
Journaling programs (current)
Life Skills (current)
Multi-Disciplinary Team (MDT) (current)
Restorative Justice to resolve incidents (current)
CTE classes Welding Class (current)
PBIS (throughout facility) (current)
Physical Fitness Training (current)

Education/College Curriculum

Each youth is required to participate daily in school. The educational needs are provided by the Yuba County Office of Education (YCOE). Curriculum and support is provided by full time teachers and para-educators. Individual Education Plans (IEP'S) are initiated and followed during a Camp Singer commitment. Staff realizes many of the youth who are committed to Camp Singer are severely credit deficient. As such, Camp Singer has a requirement the youth earn high school credits (where applicable) in order to promote through the program (Currently person instruction). College Courses are offered for students who have graduated high school. YCOE also works closely with One Stop to provide job opportunities to the youth after their release. Career Training Education (CTE) is currently being taught off campus.

Community Service/Field Trips

Youth are required to participate in regular community service opportunities. These hours may count toward community service hours as directed by the Court. These opportunities are supervised and facilitated by Camp Singer staff. Through community service, youth will gain the knowledge on how to be positive members of their communities. Youth are also required to participate in field trips as arranged by Camp Singer staff. It is the hope these community services and field trip opportunities provide the youth with ideas, contacts, and experiences which they can continue to utilize once they have graduated from Camp Singer. (Field Trips and local Community Services are active)

Family/Probation Involvement

A key component to the youth's success is the involvement of the parents, guardians, and family. Camp Singer encourages at least weekly contact with the youth's Deputy Probation Officer to track the youth's progress, provide support as needed, and facilitate a strong and viable transition plan. An integral part to the youth's success relies heavily on the involvement of the family and the Deputy Probation Officer.

Staff

The highly-structured and disciplined environment is achieved through the efforts of motivated and well trained staff. Staff provide a high-impact, regimented, and intensive program during the youth's commitment. Staff will help direct the youth's behavior through positive examples and provide immediate feedback for observed positive and negative behaviors. Overall, Camp Singer staff are the most important element toward running a quality program which will instill a positive value base for each minor.

COVID-19 Booking Process



If you want to change the future,
you must change
what you're doing
in the present.

Mark Twain





Town and Country Humane Rescue

ANIMAL CONTROL and the COST OF DOING BUSINESS

The investigation began as a procedural check of the Animal Control Department and the regulations they must follow. Some discrepancies were found based on public interviews.

Animal Control and the cost of doing business

The public needs to have a clear and precise schedule of fees and charges from Animal Control.

SUMMARY:

The Glenn County Sheriff's Office is responsible for the county wide service of the Animal Control Department. Personnel heading the department is the Sergeant-in-Command. The Under Sheriff is notified to act if there are sudden problems. The Animal Control Department is ultimately under the Sheriff's command.



Animal Control Officers cover approximately 1,327 square miles in Glenn County providing Animal Control services.

PURPOSE:

To investigate the fees for handling dead animals, rodents and other pests due to alleged conversations with local community members.

COMMUNITY CONVERSATIONS:

During a conversation with community members, it was found that there is a discrepancy of fees charged for various services offered by the Animal Control Department. The first discussion alleged that the Animal Control Officer charged a larger fee than is stated on the fee chart for picking up a dead bat in their home.

The question arises:
(1) What are the scheduled fees from Animal Control?
(2) Fees for picking up a stray dog were different each time the Animal Control Officer was called for assistance in different areas of the County.

Why do the fees change?

- Where are strays taken and what are the fees charged by the shelter for housing the animals?
- How long are stray animals kept in the shelter?
- Are emergency shelters available?
- Who determines if the strays are euthanized?
- What are the fees charged for licensing pets?
- When do the owners need to license their pets and get Rabies shots?
- Which animals must be licensed and vaccinated?
- Will Glenn County offer vaccination clinics?

BACKGROUND:

The Animal Control Department at one time was an independent county entity that had five officers including a Head of Department. In 2005 the Animal Control Department was moved into the Sheriff's Department. This was a monetary decision by the Board of Supervisors. The staff shared positions to cover both the Sheriff's office and the workings of Animal Control. It was reported that at the time of the turnover to the Sheriff's department, neither the Sheriff nor his staff were trained in the procedures and operations of Animal Control.

METHODOLOGY:

- Animal Control Department from leadership to those with boots on the ground
- Veterinarians
- Animal shelters staff
- County residents

Documents Reviewed:

- Policies and procedures
- County Fee Schedule
- Contracts
- State Codes

DISCUSSION:

Conversations were held with Animal Control Officers providing services in Glenn County including members of the Glenn County Sheriff's Office, the Glenn County Office of Emergency Services, and Burnham Veterinary Clinic. Burnham Veterinary Clinic in Willows is contracted to provide a large variety of services to Glenn County Animal Control and Town and Country Humane Rescue.

Currently, there are two Animal Control Officers in Glenn County. Animals picked up by Animal Control Officers are taken to and held at Burnham's Veterinary Clinic until picked up by their owners or taken to animal shelters.

When interviewed, it was reported that Burnham's Veterinary Clinic has not euthanized adoptable animals for more than six years. According to procedures, if a captured dog is deemed vicious, it can be euthanized if the animal is proven to be a hazard to public safety. Town and Country will take adoptable animals from Burnham's Veterinary Clinic.

Besides Town and Country Humane Rescue, other rescue agencies are willing to find and place animals that are deemed adoptable. Both Tehama and Colusa Counties offer adoptions to Glenn County animals.

Euthanized Animals

Carcasses from Animal Control are placed in freezers located at the property of Burnham Veterinary Clinic. When freezers are full, the Animal Control Officer will take a load of carcasses to Neil Road in Butte County for disposal. This location is Butte Counties dump site. Burnham Veterinary Clinic has two freezers which contain small diseased animals.

Glenn County recently signed a new contract with Burnham Veterinary Clinic to update the many issues involving animal control (See contract below).

Stray Animals

When picking up a stray dog, it was reported that different fees were charged to the animal owner or to the person reporting to Animal Control. It was stated that the attending officer would report a fee at their discretion. It was alleged that when the charge ticket was turned into the Animal Control Office, the ticket would not be corrected with the Fee Schedule price causing again a discrepancy.

When Animal Control or residents trap stray cats and dogs, they are immediately taken to Burnham Veterinary for vaccinations, neutering/spaying, and health check before adoption. Town and Country will take animals that are non-aggressive, and ready to be adopted.

Lift Gate



During the interview with an animal control officer, it was stated that the Animal Control trucks should have a lift gate installed to lift heavy animals. Currently, officers need to drop the tail-gait, pick up the animal and lift them over the tailgate to put them in the containment cage. The cost to update the tailgate would be approximately $5,000 per truck. It was reported that many large animals transported weigh approximately 75 to 100 pounds.

Master Schedule of Fees, Charges and Recovered Costs

Residents from Willows, Orland, and Hamilton City reported that fees for Animal Control services varied. The first case allegedly reported the cost to pick up a dead bat was $75.00. Another person interviewed stated a dead bat was picked up at a cost of $35.00. In asking the Animal Control staff about the cost of picking up a dead bat, they reported that there is no cost for picking up a bat. The charge is for the testing of the rodent for disease by Butte County Health. The third person stated they found a dead bat outside their fenced yard. When calling an Animal Control Officer for removal, they were advised to pick up the bat with a paper towel, wrap it and place it in a zip-lock bag and toss it in the trash. During a phone conversation with Waste Management, they verified that this is the correct way to dispose of a deceased bat.

If a live bat is found in a resident's home or in their immediate yard, Animal Control should be alerted to pick it up at a cost of $75.00 according to the Animal Control officer. The staff manager stated it is $25.00, but if a person cannot afford to pay the fees, they will waive the cost.

To trap a feral cat, as per the fee schedule, the trap rental is $20.00 plus $1.00 per day. A citizen allegedly reported that to trap a feral cat the cost for using the County's trap rental was $20.00, and $2.00 rental per day. It was also allegedly stated that there is a $35.00 fee for trapping each animal which is inconsistent with their Fee Schedule chart. (See chart below)

Feral cats are considered free roaming animals, not considered as pets. Because of this, Animal Control will not come out to pick up adult feral cats unless a county resident traps the cats. Kittens will be picked up at the discretion of the Animal Control Officer. It can be difficult to find foster agencies, especially in peak kitten season when shelters become overcrowded. Current fees on the Glenn County Website are unclear as to being for pet or feral cats.

Promoting public awareness of spaying and neutering is recommended as well as costs and fees for feral cat pick up. All animals that receive vaccination for rabies and health care, that are over six months old, must be licensed in our county. Cats do not need a license, but it is encouraged to have them vaccinated against Rabies and Cat Fever.

The Master Schedule of Fees, Charges, and Recovered Costs were given to the Grand Jury by Animal Control as of September 2021.

Fee Schedule	Fee Amount Previous	New Fee Amount 2021-2022
Animal Adoption		
Dog/Cat (altered/Unaltered) Adopted by Veteran	$0	No Charge
Dog/Cat (Altered)	$0	$30.00
Dog/Cat (Unaltered)	$70.00	$0
Non-specified animals	Public/Private sale Actual Cost	$0
Disposal of Dead Animals		
Dogs	$20.00	$0
Cats	$10.00	$0
Non-specified animals	Actual Cost	$0
Feeding and Boarding		
Actual contractual cost or if none as listed below:		
Dog/Cat	$4.00 to $6.00 per day	$12.50
Puppies and Kittens (each) up to 4-months of age	$0	$10.00
Horse, mule, bovine, burro, sheep, goat, swine	$3.00 per day	$10.00
Fowl	$0	$4.50
Exotics - depending on species	$0	$10.00

Fee Schedule	Fee Amount Previous	New Fee Amount 2021-2022
Redemption Charges		
Dog— 1st impound per owner in 12 month period	$40.00	
2nd impound per owner in 12 months period	$65.00	
3rd impound per owner in 12 months period	$90.00	
Cat	$25.00	
Horse, mule bovine, burro, sheep, goat, swine (Per animal, plus time spent to capture and haul at $15.00 per hour, $25.00 per overtime man hour)	$30.00	
Licensing		
Spayed/neutered (under 1 year of age or first rabies vaccination - 1 year.	$12.00	15.00
Non/spayed and unaltered - 1 year	$25.00	30.00
Spayed or neutered - 3 year	$25.00	$30.00
Non/spayed or altered - 3 year	$50.00	$60.00
Stock/working pack (3-5 dogs) - 1 year	$50.00	
Hunting Pack (3 -5 dogs) - 1 year	$50.00	
Out of County license-honored	½ normal fee	
Duplicate license	$4.00	$5.00
Penalty per dog	$15.00	$10.00
Kennel (5 - 20 dogs)	$100.00	
Kennel (20 - 50 dogs)	$200.00	
Kennel (50 - or more dogs)	$300.00	
K-9 dogs owned by public law enforcement agency	No Fee	
Observation	Boarding Cost & Vet Fees	
Dog/cat and all other animals	$12.50 per day	
Euthanasia Fees		
Dogs-per animal (5 ml of serum; $2 per ml over 5 ml.; 300 per Aggressive Animal)		$25.00
Cats		$25.00
Puppies and Kittens-up to 4-months of age pursuant to authorization by Animal Control Director or Deputy — Smaller/younger fee reduced per size		$10.00
Pick up Service (Live Animals disposal)		
Dog		
Cat	$50.00	
Non-specified animal	$25.00	

Fee Schedule	Fee Amount Previous	New Fee Amount 2021-2022
Cat Trap	Actual Cost $20 dollars deposit plus $1.00 a day	$2.00
Treatment Fees: Sick/Injured Animals	Veterinarian Costs pursuant to authorization by Animal Control Director or Deputy	
Miscellaneous fees Investigative Examination	Veterinarian Costs pursuant to authorization by Animal Control Director or Deputy	
Court Testimony Fee	Per Hour	

Disaster Plan

A copy of the Memorandum of Understanding between the Glenn County Sheriff's Office, Office of Emergency Services and North Valley Animal Disaster Group was given to the Grand Jury. (See attached) The goal is to provide lifesaving services for animals impacted by a disaster.

Animals in an emergency or disaster are taken to the Glenn County Fairgrounds, the Sheriff's Posse Ring, or anyone with the capacity to house disaster evacuation animals. North Valley Animal Disaster Group is a volunteer organization that when activated, by the Sheriff or Deputy Director of Operations of Emergency Services provides volunteers, kennels, water containers for horses/livestock, horse hay, feed bags and bio-hazard foot bath stations for humans. They work in tandem with the Sheriff's Office.

The Need of a Dog Park

Several citizens interviewed asked about the need for a dog park. It was stated that for this to be successful, dog owners using the facility must be prepared and able to pick up their animal's droppings, be vaccinated for Rabies, and that only non-threatening dogs use the park.

FINDINGS:	RECOMMENDATIONS:
F1—Animal Control Trucks do not have lift gates to lift a captured animal into the cage on the trucks.	**R1—**It is recommended that Animal Control investigate the costs and install lift gates on

	all Animal Control trucks bed by September 30, 2022
F2—Stated charges for dead or alive bats as well as dog and cat fees charged were found to be inconsistent with the Animal Control Fee Schedule.	**R2**— It is recommended that the Animal Control Officers follow their Fee Schedule continuously.
F3—Due to the Animal Control being stationed in Willows, the Fee Schedule needs to have listed cost appropriate animal pick-up fees.	**R3**—It is recommended that the Fee Schedule be adjusted to include mileage fees when picking up animals outside of Willows city limits by September 30, 2022.
F4—Current fees on the Glenn County Website are unclear as to being for domestic or feral cats.	**R4**—It is recommended that the Glenn County Animal Control clarify the current fees listed for domestic or feral cats on the website by September 30, 2022.
F5—Local vaccination clinics have not been held since COVID-19**.**	**R5**—It is recommended that Glenn County publicize and hold regular vaccination clinics throughout the year and every year thereafter.

REQUEST FOR RESPONSES:

Pursuant to Penal Code section §933.05, the Civil Grand Jury requests responses as follows:

From the following individuals:

- Animal Control/Sheriff Department — All

From the following governing bodies:

- Board of Supervisors — All

Invited responses

- Town and Country
- Burnham Veterinary

DISCLAIMER: At the time of the investigation, there were not any Civil Grand Jury members recused from this investigation.

Penal Code section §929 requires that reports of the Civil Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

Attachment 1—Animal Control — Policy #818

Policy
818

Glenn County Sheriff's Office
Glenn County Sheriff's Office Policy Manual

Animal Control

818.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for interacting with animals and responding to calls for service that involve animals.

818.2 ANIMAL CONTROL RESPONSIBILITIES

Animal control services are generally the primary responsibility of Animal Control and include:

(a) Animal-related matters during periods when Animal Control is available.

(b) Ongoing or persistent animal nuisance complaints. Such complaints may be scheduled, if reasonable, for handling during periods that Animal Control is available for investigation and resolution.

(c) Follow-up on animal-related calls, such as locating owners of injured animals.

818.3 MEMBER RESPONSIBILITIES

Members who respond to or assist with animal-related calls for service should evaluate the situation to determine the appropriate actions to control the situation.

Due to the hazards of handling animals without proper training and equipment, responding members generally should not attempt to capture or pick up any animal, but should keep the animal under observation until the arrival of appropriate assistance.

Members may consider acting before the arrival of such assistance when:

(a) There is a threat to public safety.

(b) An animal has bitten someone. Members should take measures to confine the animal and prevent further injury.

(c) An animal is creating a traffic hazard.

(d) An animal is seriously injured.

(e) The owner/handler of an animal has been arrested or is incapacitated. In such circumstances, the member should find appropriate placement for the animal.

1. This is only necessary when the arrestee is expected to be in custody for a time period longer than would reasonably allow him/her to properly care for the animal.
2. With the owner's consent, locating appropriate placement may require contacting relatives or neighbors to care for the animal.
3. If no person can be found or the owner does not or cannot give consent, the animal should be taken to a designated animal care facility.

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Attachment 1—Animal Control — Policy #818—Page 2

818.4 DECEASED ANIMALS

When a member becomes aware of a deceased animal, all reasonable attempts should be made to preliminarily determine if the death of the animal is related to criminal activity.

Deceased animals on public property should be removed, sealed in a plastic bag, and properly disposed of by the responding member.

Members should not climb onto or under any privately owned structure for the purpose of removing a deceased animal.

When handling deceased animals, members should attempt to identify and notify the owner of the final disposition of the animal.

818.5 INJURED ANIMALS

When a member becomes aware of an injured domesticated animal, all reasonable attempts should be made to contact an owner or responsible handler. If an owner or responsible handler cannot be located, the animal should be taken to a veterinarian and notice shall be given to the owner pursuant to the requirements of Penal Code § 597.1.

818.5.1 VETERINARY CARE

The injured animal should be taken to a veterinarian as follows:

(a) During normal business hours, the animal should be taken to an authorized veterinary care clinic.

(b) If after normal business hours, the animal should be taken to the authorized Veterinary Emergency and Critical Care Services Clinic.

(c) An exception to the above exists when the animal is an immediate danger to the community or the owner of the animal is identified and takes responsibility for the injured animal.

Each incident shall be documented and, at minimum, include the name of the reporting party and veterinary hospital and/or person to whom the animal is released.

If Animal Control is not available, the information will be forwarded for follow-up.

818.5.2 INJURED WILDLIFE

Injured wildlife should be referred to the Department of Fish and Wildlife or the Marine Mammal Center as applicable.

818.5.3 RESCUE OF ANIMALS IN VEHICLES

If an animal left unattended in a vehicle appears to be in distress, members may enter the vehicle for the purpose of rescuing the animal. Members should (Penal Code § 597.7(d)):

(a) Make a reasonable effort to locate the owner before entering the vehicle.

(b) Take steps to minimize damage to the vehicle.

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Attachment 2—Animal Control—Contract Report —Page 1

Contract Report

As directed by the Board of Supervisors, the Clerk shall maintain the official file of all Contracts. A contract Report is to be completed and submitted with all Contracts to the Board of Supervisors' Division of the County Clerk's Office. Department Heads are responsible for

20-0022			20/21-23/24
Contract No.	Delineator	Trait	Fiscal Year

Delineators .a, .b, etc. = Subcontracts
.1, .2, etc. = Contract Amendments
Fiscal year = (optional to be used for new FY Contracts in same # continuing contract)
Traits = P/Pending - Original Contract Not on File/to be submitted
GP/Grant pending - Original contract to be submitted if grant is awarded
E/Exempt - Original Contract Exempt from Filing with Clerk
A/Acknowledgment - Contract Acknowledgment Pending

Contract Category: Professional Servi (Construction, Franchise, Interagency, JPA, Maintenance, Miscellaneous, property Lease, Service, State Grant)

Administering Department: Sheriff-Coroner
Contract Executed by: SHERIFF
Authority for Execution: TITLE 09.04.01 COUNTY ADMIN POLICY
Contractor Name: BURNHAM VETERINARY CLINIC
Description of Contract: ANIMAL SHELTER AND VETERINARY SERVICES
Contractor's Tax ID No.:

Beg. Term Date: 02/16/2021
Ending Term Date: 06/30/2024
Recommended Review Date: 04/01/2024

If no termination date is specified within the contract, indicate recommended review date not

Contract Amount Paid by County $:
Contract Amount Paid to County $:
Contract's Maximum Amount $: $ 300,000.00 (Not to exceed Amount)
Other Terms: CONTRACT AMOUNT PAID AS NEEDED WITH SET MONTHLY RATE

Insurance Required ? Y
Insurance Ending Term Review Date
Insurance Waiver from County Counsel (requires County Counsel Initials)

Clerk's Notes

CONTRACT NOTES

Please indicate other changes to be made to data base and whether contract is open, closed, renewal being processed, etc.

Attachment 2—Animal Control—Independent Contractor Agreement —Page 1

CONTRACT NO. 20-0022

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this 1st day of January, 2021, by and between Glenn County, a political subdivision of the State of California ("County"), and Burnham Veterinary Clinic ("Contractor").

RECITALS:

A. County has determined that it is desirable to retain Contractor to provide county animal shelter and veterinary services; and

B. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. Contractor represents and warrants that Contractor is an independently established business entity formed as a sole proprietorship, that customarily provides services of the same nature as the services provided for County under this Agreement; and

D. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County; and

E. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement; and

F. The County desires to retain Contractor to perform the proposed services.

County and Contractor agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Contractor to perform all of the non-exclusive professional services described in Exhibit "A" which is attached hereto and incorporated herein by this reference which shall include county animal shelter and veterinary ("Services").

2. Term. Services under this Agreement shall commence on February 16, 2021, and shall continue until June 30, 2024, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by County to Contractor for the professional services described in Exhibit "A" shall be the Monthly price and Service

1

Attachment 2—Animal Control—Contract Report —Page 2

rate(s) set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. To the extent that Contractor is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized assistant/deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed three hundred thousand dollars ($300,000.00).** The County shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

4. Invoice and Payments. Contractor shall submit invoices for services rendered during the preceding month. Contractor shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:

Department Contract Administrator
Glenn County Sheriff's Office
543 West Oak Street

Attachment 2—Animal Control—Contract Report —Page 3

Willows, California 95988
Telephone: 530-934-6441

If to Contractor:

Burnham Veterinary Clinic
6545 County Road 48
Willows, California 95988
Telephone: 530-934-3311

Notice shall be deemed to be effective two days after mailing.

6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Contractor is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Contractor herein and Contractor shall have the right to provide the same or similar services to entities other than County without restriction. Contractor shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Contractor shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Contractor is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Contractor shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Contractor's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Contractor agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Contractor under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Contractor's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, it's officers, employees, and agents, from and against any and all

Attachment 2—Animal Control—Contract Report —Page 4

claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

7. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to the County. Contractor shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Contractor.

8. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Contractor, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Contractor may retain copies for its files and internal use, however, Contractor shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, it's officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Contractor or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the County. To the extent there is an obligation to indemnify under this paragraph; Contractor shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor's negligence, recklessness, or willful misconduct.

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11. Insurance.

A. Insurance Requirements. Without limiting Contractor's indemnification of the County, Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and sub-contractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering this Agreement is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under this Agreement is begun. Contractor shall furnish to the County certificates of insurance. All certificates of insurance to be received and approved by the County before work under this Agreement has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this Agreement. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the Contractor shall reduce or eliminate such deductibles or self-insured retentions, with respect to the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher. However, Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

B. Insurance Required:

(i) General liability: At least $1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The Contractor or Contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

(ii) Automobile Liability: At least $100,000 to cover bodily injury for one person and $300,000 for two or more persons, and $50,000 to cover property damages. However, policy limits for construction projects shall be at least $1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Contractor to fulfill the requirements of this Agreement, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

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(iii) Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least $1,000,000 for bodily injury or disease.

(iv) Professional Liability Insurance: Professional liability insurance covering professional services shall be provided in an amount of at least $1,000,000 per occurrence or $1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Contractor shall provide County with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Contractor and Contractor's employees and partners.

All endorsements are to be received and approved by the County of Glenn before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Contractor shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Contractor as an additional insured on all such coverages. Evidence thereof shall be furnished as County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

12. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

B. Contractor represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Contractor's qualifications to perform these services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Contractor from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

Attachment 2—Animal Control—Contract Report —Page 7

C. Contractor shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

13. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its contractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Contractor shall coordinate the activities of all sub-contractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Contractor of any defect in Contractor's performance.

14. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Contractor shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to County or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-contractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Contractor shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

15. Publication of Documents and Data. Contractor may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Contractor.

16. Employment Practices. Contractor, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

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17. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the annual monetary limits delegated to the Purchasing Agent (currently $50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars ($50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

18. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

19. Compliance with Law. Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. Prevailing Wages. To the extent that any of the work performed under this Agreement is a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Contractor shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws. In the event Contractor fails to do so, Contractor shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

21. Conflict with Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the

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Attachment 2—Animal Control—Contract Report —Page 9

date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

25. Entire Agreement. This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Contractor and supersedes all prior oral and written agreements and communications.

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

27. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

COUNTY OF GLENN

By: _____
Richard Warren
Sheriff, Glenn County

CONTRACTOR

By: _____
Authorized Representative
Title: Dr. Leroy Burnham, Owner

APPROVED AS TO FORM:

By: _____
William J. Vanasek
County Counsel, Glenn County

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule

Attachment 3—Exhibit A to Agreement between Burnham Veterinary Clinic—Scope of Services—Page 1

CONTRACT NO. 20-0022

Exhibit A to Agreement
between BURNHAM VETERINARY CLINIC,
hereinafter referred to as "CONTRACTOR", and the
COUNTY OF GLENN, hereinafter referred to as "GLENN COUNTY"

SCOPE OF SERVICES

The following services are included in the cost of providing Animal Shelter and Veterinary Services and there shall be no additional costs except as indicated in paragraphs 1 and 3:

1. CONTRACTOR shall provide the following services on a monthly basis for the GLENN COUNTY Sheriff's Office:
   A. Possess a current veterinary license.
   B. Accept such animals for impoundment as are delivered or directed to Contractor's facility by County's Animal Control Officer or his designee.
      1. County's Animal Control Officer or his deputy shall complete an Animal Control Report (ACR) for each animal impounded and deliver a copy of the ACR to Contractor at the time of impoundment.
      2. If the animal, at the time of impoundment, has a license or ID tag attached to the collar, the Animal Control Office shall notify the owner that the animal has been impounded and of the amount necessary to pay to redeem the animal.
      3. All animals will be scanned for micro-chip identification by Animal Control Officer or deputies, and veterinarian staff as needed.
   C. Contractor shall maintain its facility in a sanitary condition meeting the standards of the California Veterinary Medical Board and as set forth in Sections 2030 and 2032 and their subsections of the California Code of Regulations. Contractor shall provide adequate nutrition, treatment, and care to all animals so impounded, on a, seven day a week basis, including specific veterinary assistance during normal business hours with authorization from Animal Control Officer or deputy as needed. Veterinary assistance required outside normal business hours requires coordination with Contractor via phone.
   D. Contractor shall maintain a secure impound area that protects all animals impounded from possible escape, theft, loss of life, and/or animal abuse or other mistreatment. Impound area must have the ability to maintain a quality of life meeting California Veterinary Medical Board standards. Animals shall be protected from extremes in weather. Escape of animals due to disturbances such as (but not limited to) fireworks, thunder/lightening storms, or other factors must be protected

1

Attachment 3—Exhibit A to Agreement between Burnham Veterinary Clinic—Scope of Services—Page 2

against. Impound area shall include an isolation kennel for the separation of animals that must be quarantined. Location of isolation kennel shall be determined by Contractor.

E. Place any animal impounded pursuant to this Agreement in a bona-fide home, with a designated humane shelter, or destroy such animal in a humane manner only as authorized by State statute and after written authorization has been given of such placement or destruction by County's Animal Control Officer or his or her deputy. Each animal shall be made available for adoption through the County for at least one additional business day after sign off by County's Animal Control Office and prior to release to a designated shelter. Should an animal be adopted through the County prior to placement with a designated shelter, the County shall collect from the adopter the published fee listed in the County Master Fee Schedule. The Contractor shall not release the animal to the adopter without verifying such fee has been paid to the County. The Contractor shall also collect board fees from the adopter for all days not already paid for by County for the required impound days prior to releasing the animal to the adopter. For animals released for destruction only, there shall be no additional adoption holding period.

F. Contractor shall provide equipment, or provide space for County owned equipment, to sanitarily preserve the bodies of animals that have been euthanized or killed (either on site or off) until they can be properly disposed of.

G. Contractor agrees to reasonably conform to the shelter's normal operating hours, designated by the County as Monday through Friday, 8:00am to 5:00pm, excluding holidays. Contractor shall assist the public during normal business hours with redemption or adoption of animals impounded by County. Impound and license fees will be collected by the County prior to the release of the animal, at which time the County will provide a receipt of such paid fees, which will be presented to the Contractor as evidence of authorization to release said animal to owner for redemption or adoption. Fees due to the Contractor will be collected by the Contractor at the time of redemption or adoption (i.e. board, vaccination fees, veterinary service charges, etc.). **No animal will be released to a citizen by Contractor unless a County receipt showing all County fees have been paid is first presented to Contractor.**

H. Services shall be performed throughout the year as needed and shall include but are not limited to: the examination, treatment, care and board, and altering of shelter animals. Contractor shall vaccinate impounded animals against rabies prior

Attachment 3—Exhibit A to Agreement between Burnham Veterinary Clinic—Scope of Services—Page 3

to release to an existing owner if said owner cannot provide proof of vaccination, or a new owner if adopted; perform brain removals of rabies suspect animals, and observe quarantined animals upon the request of the County's Animal Control Officer, his or her deputy, or the Deputy Director of Public Health. Contractor shall also provide consultation during animal cruelty investigations by County Animal Control staff, and may participate in community education events and yearly County rabies clinic events. Contractor shall provide veterinary education to county employees and affiliates when requested.

I. Contractor shall cooperate with County and County Staff in the performance of all work herein.

J. Contractor shall perform all work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If County determines that any of the Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following:

a. Require Contractor to meet with County to review the quality of the work and resolve matters of concern;

b. Require Contractor to repeat the work at no additional charge until it is satisfactory;

c. Terminate this Agreement pursuant to the provisions of Article 6; or

d. Pursue any and all other remedies at law in equity.

K.. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without prior written consent of County. For the purposes of this Agreement, key personnel are the Contractor and Veterinarian(s) utilized by Contractor.

L.. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

M.. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to County immediately.

Attachment 4 —Fee Schedule — Page 1

CONTRACT NO. 20-0022

**Exhibit B to Agreement
between BURNHAM VETERINARY CLINIC,
hereinafter referred to as "CONTRACTOR", and the
COUNTY OF GLENN, hereinafter referred to as "GLENN COUNTY"**

FEES SCHEDULE

BASE MONTHLY RATE: $6000.00 PER MONTH

PLUS

BOARDING FEES (Paid to Contractor by Animal Owner Upon Redemption. If animal not redeemed, County pays fees from date of impound to date of Animal Release for Destruction/Shelter Placement sign off.):

$ 12.50 per day	Dogs/cats
$ 10.00 per day	Puppies and kittens (each) – up to 4-months of age pursuant to authorization by Animal Control Director or Deputy
$ 25.00 per day Minimum	Quarantine
$ 50.00 per day Aggressive	Quarantine—Aggressive Animal
$ 10.00 per day Minimum	Livestock (Variable per species)
$ 4.50 per day	Fowl
$ 10.00 per day Minimum	Exotics – depending upon species

EUTHANASIA FEES:

$ 25.00 per animal (up to 5ml) $ 2.00 per ml if Over 5ml $ 300.00 Aggressive Animal	Dogs—Pursuant to authorization by Animal Control Director or deputy
$ 25.00 per animal	Cats
$ 10.00 per animal	Puppies and kittens – up to 4-months of age pursuant to authorization by Animal Control Director or Deputy Smaller/younger fee reduced per size

TREATMENT FEES:

Sick/Injured Animals	Veterinarian Costs pursuant to authorization by Animal Control Director or Deputy

MISCELLANEOUS FEES:

Investigative Examination	Veterinarian Costs pursuant to authorization by Animal Control Director or Deputy
Testimony Fee	$ per hour

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Attachment 4 —Fee Schedule — Page 2

CONTRACT NO. 20-0022

IMPOUND VACCINATION FEES (If given, Paid by Owner Upon Redemption. DHPP and Kennel Cough Vaccine are not authorized by Animal Control to be given to impounded dogs prior to redemption or release for disposal, and will not be paid by the County.):

$	per animal	Rabies—All animals except livestock
$	per animal	DHPP—Dogs Only
$	per animal	Kennel Cough (Bordatella)—Dogs Only

2



"All the great things are simple,
and many can be expressed in a single word:
freedom
justice
honor
duty
mercy
hope.

Winston Churchill





GLENN COUNTY ELECTIONS REPORT

Glenn County Election Department has gone through many changes in their procedures due to COVID-19. Voting by mail is the new norm.

Election will change with the times



SUMMARY:

The voting election process has primarily been changed to vote-by-mail ballots. Based on letters and articles published by former Secretary of State, Alex Padilla reports that mail-in ballots will be continued to be used in the future. Traditional precincts will continue to be open to the public on election day.

PURPOSE:

A request was made by the 2020-2021 Civil Grand Jury to follow-up on the Glenn County Elections Department to ensure the Department is following State laws and local procedures.

GLOSSARY:

SB — Senate Bill SB 523

Conditional Registration— "Conditional Voter Registration" means a properly executed affidavit of registration that is delivered by the registrant to the county elections official during the 14 days immediately preceding an election or on election day and which may be deemed effective pursuant to this article after the elections official processes the affidavit, determines the registrant's eligibility to register, and validates the registrant's information.

Provisional Ballot — Ballots cast by voters who believe they are registered to vote even though their names are not on the official voter registration list at the polling place, the voter did not receive their ballot in the mail or did not have their ballot with them at the polling place. These ballots must be confirmed before counting.

BACKGROUND:

The population of Glenn County is 28,917 and has 14,299 registered voters. The Election staff reported that 80 percent (11,445) of registered voters voted during the 2020 elections. During the 2020 General Election there were 10,774 ballots returned by mail; 506 voters voted at polling precincts; and 165 conditional ballots. The total hours processing ballots were 492.2 hours. Elections staff accepted vote-by-mail ballots that were postmarked the day of the election.

METHODOLOGY:

Interviewed Elections staff
Researched Election California Code of Regulations Section §12172.5
Government Code Sections §10 and §2170-§2173
Elections Code §3019.
Researched Elections SB 523 — Mail-in ballots

Secretary of State Alex Padilla memo dated January 2, 2020, to County Elections Officers instructing handling vote-by-mail. (See Attached)

DISCUSSION:

Due to not having any responses requested by the 2020-2021 Civil Grand Jury from the Elections Department, the 2021-2022 Civil Grand Jury felt that clarification and more information was needed. Discussions took place with Election staff to assist in the confusion left by the 2020-2021 Report. See the chart below of "2020-2021 Findings" and "2021-2022 Responses from the Elections staff."

2020-2021 Findings Per Final Report	2021-2022 Responses from the Elections Staff
F1—"Glenn County Elections Office was potentially violating CA State Law by refusing entry to the Grand Jury."	**R1—**When discussing this finding with the Election staff, due to COVID-19 restrictions, the Civil Grand Jury had access to watching the process of counting ballots by looking through the plastic barrier hung in the lobby. The counting room, to the side of the lobby, is extremely small, not allowing space for additional observers. The Head of Department is aware of the laws and codes that direct the election process.
F2—"Because we were not permitted in the elections office where election activities were being conducted there was no way we could confirm that what was being conveyed to us as best practices in view of Covid19 was what was being done."	**R2—**See response above. Only county election employees can be in the small counting room at one time. There needs to be two or more staff with the ballots at all times. Usually there are three or four staff members in the counting room with the ballots. The counting room is not connected to the internet, phones, or any outside electronic services.
F3—"There are a minimum of three times when each ballot was moved from a secure room and brought back out for processing before finally being transported to the glassed-in counting room for tabulation."	**R3—**The only time these ballots were removed from the counting room was to capture signatures and counting of ballots that were run through the scanners and also reviewing of conditional ballots.
F4—"The counting machines are able to process 4,000 votes per hour. This Elections Office Staff processes and counts ballots in	**R4—**The Elections staff verified the Findings to be correct.

2020-2021 Findings Per Final Report	2021-2022 Responses from the Elections Staff
batches of fifty (50) as it is believed to be easier to find and resolve errors with smaller batches."	
F5—"There are 14,632 registered voters in Glenn County."	**R5**—According to the Elections clerk, there are 14,299 current registered voters compared to the 14,632 voters for the 2020 general election. The difference may be due to attrition.
F6—"When a voter enters the polling place (maximum of four at any given time) they are directed to a window to explain their needs (register to vote, vote, or change their voting preference from mail in to in person or vice versa). If registering to vote they complete their application and are given an orange ballot. Orange ballots do not go into the machine for counting but are placed in a stack to be counted at the end of the ballot tabulations process."	**R6**—This is the correct process due to COVID-19 restrictions.
F7—"The ballot machine will reject any duplicate vote."	**R7**—Besides duplicate ballots, the voting machine will also reject ballots that have been defaced, torn or unreadable.
F8—"Sendy Perez told us that the voting machine was to be cleaned and sanitized between users and any ink pens used by voters were to be discarded. In the time that we were there (approximately 90", each team of two teams spending between 40-55" there) the voting machine was not cleansed, and the counter was only wiped once.	**R8**—The process was to clean the common areas along with the machines after each use. There were finger guards provided to not have actual touching with the machines. Due to the high volume of voters in and out of the Elections room, cleaning surfaces were not cleaned as planned. All cleaning supplies were made available for individuals to clean prior to the use of the machines.
F9— "Signs pointing potential voters to the correct location were deficient with only one sign located about 500 feet North of the location in Willows."	**R9**— In Willows, the voting sign is placed directly in front of Memorial Hall (south side of the hall) next to the flagpole, before where the steps begin. In Orland voting signs were posted outside

2020-2021 Findings Per Final Report	2021-2022 Responses from the Elections Staff
	the Success Center driveway next to the feather flag placed along Walker Street approximately 50 feet from the entrance to the polling location at the Success Building.
F10—"The Grand Jury was given a ballot received by a registered voter in Glenn County which arrived at her home ten days AFTER she had already voted by mail. This ballot was presented to Sendy Perez who indicated that by virtue of the "-2" suffix to the voter's identification number the system would have rejected it and had she sent it in. When asked why this voter received two ballots, Sendy Perez explained that she must have requested it at some point."	**R10—** In discussing this issue with the Elections staff, it was stated that requested ballots are sent out as soon as they are requested. This ballot identification number had a dash (-)2, which indicates the voter had two ballots and would be rejected by the machine for eligibility clarification.

Discussion Continued

The Glenn County Elections Clerk is an elected position. The present Clerk has worked this position for three years and in the department for over 20 years holding each staff position throughout her employment. The Elections Clerk stated that she is familiar with the California Election Codes and reviews them yearly. There is one full time support staff working in the Glenn County Elections Department except when elections occur other office staff members (Recorder, Assessor and County Clerk) are pulled in to assist. During the actual elections, there are 20 volunteers that man both Willows and Orland polling precincts. Poll workers receive training and are given a PowerPoint handout with instructions on the various position requirements and are asked to sign an oath stating confidentiality. Currently, poll workers are the same year after year, and are posted at Memorial Hall in Willows, and Success Center in Orland. An application for employment of volunteers is available year-round. Anyone can apply as long as they are a resident of Glenn County, over the age of 18, and can understand English. Volunteers that are bilingual are encouraged to apply.

Elk Creek, Hamilton City, Glenn, Butte City, Lake and Capay areas are absent of physical precincts and secure vote-by-mail ballot boxes due to cost efficiency and safety to the voters.

Members of the 2020-2021 Civil Grand Jury attempted to view the counting process in the Willows Elections Office. Due to COVID-19, the election of November 2020 viewing process was changed at the direction of State and County COVID-19 mandates. Any viewers of the counting process were held behind the plastic protections in the lobby stopping them from seeing directly what was

occurring to the official ballots. The counting room is extremely small and does not allow for extra persons. Now that COVID-19 is not a deterrent, a person can watch the process from inside the office behind the counting room window.

The counting room in the Elections Office is not connected to the Internet, Bluetooth, or any other electrical device receiving services. This way the counting machine is secure from any software invasion. Voter fraud is eliminated by the scanning machine and the pole workers checking for duplicate ballots and signature verification.

Election officials bundle the ballot envelopes in a stack of 50 for signature verification. They are scanned by taking a picture of the signature on the envelope using the election software-based scanner. A staff member views the signature on the envelope to their voter registration card. This scanner counts the ballots that are ran through providing a printout of total ballots at the end of the counting process. The machine will "kick out" a signature that does not match, the ballot is damaged or shows a "-2" suffix. The (-2) refers to the elector receiving a second ballot due to a request from the Election Clerk. Those ballots are then put aside until all ballots have been ran through and counted. The machine rejected ballots are hand verified and counted adding them to the total ballot count that was reported by the scanner. Once the vote-by-mail ballot envelopes are opened, they are separated from the actual ballot. They are again bundled into stacks of 50 and returned to the secure locked ballot box.

The Board of Supervisors approved and signed a contract with Dominion to rent the equipment and software updates that will expire in 2026. The contract includes all equipment repair and warranties. The term of the contract is for eight-years. Glenn County Elections began using Dominion in 2016 with the machines being updated yearly. Before the election, a representative from Dominion updates and attends the election process to handle any issues that occur during the voting process. It was reported during the interview that the Dominion software in the voting machines have been accurate without any issues. The Elections staff performed a hand count that resulted with the same final total as produced by the Dominion software.

The Election office has six mobile printers that are placed at precincts. The mobile printers have the ability to print out ballots for voters that forgot to bring in their ballot, their ballot was damaged or destroyed, or the voter is from another county. The out-of-county voter would be required to show proof of residence. The machines are able to print any voter ballot within the State of California.

It was reported that 80 percent of vote-by-mail ballots were received during the recall election. The former Secretary of State stated that all future voting will be vote-by-mail. The precinct will always have in-person voter opportunities.

In Orland, drop-in ballot boxes are located at Success Center and City Hall/Police Department. The Willows drop-in boxes are in front of the Elections Department on the sidewalk. Drop-In ballot boxes contain a security bag with an identification number, a lock, and are picked up every day at 8 a.m. and 5 p.m. in Willows. They are placed 14-days before the election. There are two

volunteer Rovers that pick-up the ballots from the Orland Drop-in boxes. The drop-in boxes also contain a security bag, identification number, and a lock. The two volunteer Rovers that pick up the ballot bag from the Orland area are volunteers or staff workers. In Orland the time is inconsistent as they ask past volunteer Rovers with experience to drive the ballots from Orland to Willows.

To change an address a person can re-register by completing an address change form with the Elections office. Address changes can always be made at the polling precincts and through the Department of Motor Vehicles at the time of vehicle registration. Each voter must have a physical address. A homeless person can register by putting in the corner streets he frequents. In discussions with the election staff, Glenn County does not have any homeless voting requests.

Old ballots are kept for 22 months in a secure storage area. They are then shredded by a secure shredding company.

FINDINGS:	RECOMMENDATIONS:
F1—It was found that small community areas, such as Capay, Lake, and Plaza do not have an opportunity for drop-in ballot boxes.	**R1**—It is recommended the Elections Office investigates placement of a secure ballot drop-box in these small community areas during each election.
F2—It was found the cleaning of voting machines was inconsistent during the election. Although there were cleaning wipes and hand sanitizers for voters to wipe down the machines, the machines were not regularly disinfected for COVID-19.	**R2—**It is recommended that the cleaning of voting machines be consistent at all times in precincts during each election.
F3—It was found that Community voting information and locations were sparse to the public.	**R3**—It is recommended that Election staff inform the Glenn County voters of voting areas, such as precinct and drop boxes via newspaper, Facebook and/or Twitter before each election.
F4—The Election Clerk also holds the lead positions of Assessor, County Clerk and Recorder. The Elections Clerk is an elected position while the Assessor, County Clerk and Recorder are appointed positions. A combination of these positions could create a conflict of interest.	**R4—**It is recommended that the four positions be separated into two different entities to avoid conflicts within the four areas during each election.

COMMENDATION:

The Election staff is commended for their service and dedication to Glenn County and their openness to the Glenn County Civil Grand Jury during the investigation.

REQUEST FOR RESPONSES:

Pursuant to Penal Code sections §933 and §933.05, the Civil Grand Jury Requests Responses from the following agency within 90 days:

From the following individuals (60 days to respond):

- Elections Clerk, respond to the following recommendations — All recommendations

From the following governing bodies (within 90 days to respond):

- Board of Supervisors, respond to the following recommendations. — R4

DISCLAIMER —At the time of the investigation, there were not any Civil Grand Jury members recused from this investigation.

Penal Code section §929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

Attachment 1 —Letter from Alex Padilla — Page 1

ALEX PADILLA | SECRETARY OF STATE | STATE OF CALIFORNIAELECTIONS DIVISION 1500 11th Street, 5th Floor, Sacramento, CA 95814 | **Tel** 916.657.2166 | **Fax** 916.653.3214 | www.sos.ca.gov

January 2, 2020

County Clerk/Registrar of Voters (CC/ROV) Memorandum # 20002

TO: All County Clerks/Registrars of Voters

FROM: /s/ Jana M. Lean
Chief, Elections Division

RE: Presidential Primary: Vote-by-Mail Ballots: Mismatched Signatures and Unsigned Ballots

Effective January 1, 2020, Elections Code section 3019 was amended by Senate Bill (SB) 523 (Chapter 568 of the Statutes of 2019) to create identical notice and cure periods for both signature mismatches on vote-by-mail ballot identification envelopes and unsigned vote-by-mail ballot identification envelopes.

Additionally, SB 523 added a translation requirement regarding both sets of notices and added a provision to Section 2194 regarding confidential voter registration information as it pertains to voters who had signature mismatches or who did not sign a vote-by-mail ballot identification envelope.

Mismatched Signatures

A minimum of eight days prior to certification of the election, the elections official shall provide notice and instructions to all voters identified as having mismatched signatures. (Elec. Code, § 3019, subd. (d)(1).) This 8-day notice period was not amended by SB 523.

The notice to the voters must indicate that they have the opportunity to verify their signatures no later than 5 p.m. two days prior to the certification of the election. (Elec. Code, § 3019, subd. (d)(1).) This 2-day-prior-to-certification cure period was not amended by SB 523.

The instructions to the voters, contained in Section 3019, subdivision (d)(2), was altered slightly by SB 523. The attachment to this CCROV contains a revised courtesy sample of a Signature Verification Statement.

County elections officials shall not reject a vote-by-mail ballot for the reason of a mismatched signatures if the elections official receives a completed Signature Verification Statement no later than 5 p.m. two days prior to the certification of the election, or the voter before the close of polls on election day, completes and submits a Signature Verification Statement to a polling location within the county or a ballot drop-off location and the signatures compare with what is on

Attachment 1 —Letter from Alex Padilla — Page 2

file. If the signatures do not compare, the ballot shall not be counted. (Elec. Code, § 3019, subd. (d)(4)(A), (B)(i), (B)(ii).) Subsection (d)(4) and the listed subparagraphs were not amended by SB 523.

Unsigned Ballot Identification Envelopes

A minimum of eight days prior to certification of the election, the elections official shall provide notice and instructions to all voters identified as having failed to sign their vote by-mail identification envelope. (Elec. Code, § 3019, subd. (e)(1)(B)). SB 523 added this 8-day notice period for unsigned ballot envelopes.

The notice to the voters must indicate that they have the opportunity to provide a signature no later than 5 p.m. two days prior to the certification of the election. (Elec. Code, § 3019, subd. (e)(1)(B).) SB 523 added this 2-day-prior-to-certification cure period for unsigned ballot envelopes.

The instructions to the voters, contained in Section 3019, subdivision (e)(2), was amended by SB 523 to include reference to the new 2-day-prior-to-certification cure period for unsigned ballot envelopes. The attachment to this CCROV contains a revised courtesy sample of an Unsigned Ballot Envelope Statement.

County elections officials shall not reject a vote-by-mail ballot for the reason of an unsigned ballot envelope if one of the following occurs: 1) the voter signs the ballot identification envelope at the office of the elections official, 2) before the close of polls on Election Day, the voter completes and submits an Unsigned Ballot Envelope

Statement to a polling location within the county or a ballot drop-off location, or 3) no later than 5 p.m. two days prior to the certification of the election, the voter completes and submits an Unsigned Ballot Envelope Statement to the elections official, and the signature on the Statement compares with what is on file. (Elec. Code, § 3019, subd. (e)(1)(A)(i), (ii), (iii), (C)(i).) If the signature on the Statement does not compare, the elections official shall provide notice to the voter pursuant to subdivisions (c) and (d) of Section 3019. (Elec. Code, § 3019, subd. (e)(1)(C)(ii).)

Translated Notices and Instructions

SB 523 added the following requirement for the notices and instructions to voters:- the notice and instructions to voters regarding mismatched signatures shall be translated in all languages required in that county by Section 203 of the federalVoting Rights Act of 1965 (52 U.S.C. Sec. 10503). (Elec. Code, § 3019, subd.
(d)(3).)

Attachment — Letter from Alex Padilla — Page 3

Confidential Voter Registration Information

SB 523 also added subdivision (f) to Elections Code section 2194 relating to voters whose signatures on their vote-by-mail ballot identification envelope did not match their signatures on file and voters who did not sign their vote-by-mail ballot identification envelope:

> Notwithstanding any other law, information regarding voters who did not sign a vote by mail ballot identification envelope or whose signature on the vote by mail ballot identification envelope did not match the voter's signature on file shall be treated as confidential voter registration information pursuant to this section and Section 6254.4 of the Government Code. This information shall not be disclosed to any person except as provided in this section. Any disclosure of this information shall be accompanied by a notice to the recipient regarding Sections 18109 and 18540. Voter information provided pursuant to this subdivision shall be updated daily, include the name of the voter, and be provided in a searchable electronic format.

To view the full text of SB 523 see the attachment to this CCROV or visit http://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200SB523

If you have any questions, please feel free to contact Rachelle Delucchi at rdelucch@sos.ca.gov or (916) 695-1565. Thank you.

Attachments
- Courtesy sample of a Verification Signature Statement
- Courtesy sample of an Unsigned Ballot Envelope Statement

Attachment 2 —Signature Verification — Page 1

SIGNATURE VERIFICATION STATEMENT & INSTRUCTIONS

READ THESE INSTRUCTIONS CAREFULLY.
FAILURE TO FOLLOW THESE INSTRUCTIONS MAY CAUSE YOUR BALLOT NOT TO COUNT.

1. We have determined that the signature you provided on your vote-by-mail ballot identification envelope does not match the signature(s) on file in your voter record. In order to ensure that your vote-by-mail ballot will be counted, a Signature Verification Statement must be completed and returned as soon as possible.

2. Your completed Statement must be received by the election's official of the county where you are registered to vote no later than 5 p.m. two days prior to certification of the election.

3. You must sign your name below where specified on the Statement (Voter's Signature) and include your address.

4. Place your completed Statement into a mailing envelope addressed to your county elections official. Mail, deliver, or have your completed Statement delivered to the election's official. Be sure there is sufficient postage if mailed and that the address of the election's official is correct.

5. If you do not wish to send your completed Statement by mail or have it delivered, you may submit your completed Statement by email or facsimile transmission to your county elections official or submit your completed Statement to a polling place within the county or a ballot drop-off box before the close of the polls on Election Day.

SIGNATURE VERIFICATION STATEMENT

I, _____, am a registered voter of _____ County, State of California.

I declare under penalty of perjury that I requested and returned a vote-by-mail ballot. I am a resident of the precinct in which I have voted, and I am the person whose name appears on the vote-by-mail ballot envelope.

I understand that if I commit or attempt any fraud in connection with voting, or if I aid or abet fraud or attempt to aid or abet fraud in connection with voting, I may be convicted of a felony punishable by imprisonment for 16 months or two or three years.

I understand that my failure to sign this statement means that my vote-by-mail ballot will be invalidated.

_____
Voter's Signature

_____
Address

Attachment 2 —Signature Verification — Page 2

UNSIGNED BALLOT ENVELOPE STATEMENT & INSTRUCTIONS

READ THESE INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE STATEMENT. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY CAUSE YOUR BALLOT NOT TO COUNT.

1. You did not sign your vote-by-mail ballot identification envelope. In order to ensure that your vote-by-mail ballot will be counted, an Unsigned Ballot Envelope Statement must be completed and returned as soon as possible, but no later than 5 p.m. two days prior to certification of the election.

2. You must sign your name below where specified on the Statement (Voter's Signature) and include your address.

3. Place your completed Statement into a mailing envelope addressed to your county elections official. Mail, deliver, or have your completed Statement delivered to the elections official. Be sure there is sufficient postage if mailed and that the address of the elections official is correct.

4. If you do not wish to send your completed Statement by mail or have it delivered, you may submit your completed Statement by email or facsimile transmission to your county elections official, or submit your completed Statement to a polling place within the county or a ballot drop-off box before the close of the polls on Election Day.

UNSIGNED BALLOT ENVELOPE STATEMENT

I, _____, am a registered voter of _____ County, State of California. I declare under penalty of perjury that I requested and returned a vote-by-mail ballot and that I have not and will not vote more than one ballot in this election. I am a resident of the precinct in which I have voted, and I am the person whose name appears on the vote-by mail ballot envelope. I understand that if I commit or attempt any fraud in connection with voting, or if I aid or abet fraud or attempt to aid or abet fraud in connection with voting, I may be convicted of a felony punishable
by imprisonment for 16 months or two or three years.
I understand that my failure to sign this Statement means that my vote-by-mail ballot will be invalidated.

_____

Voter's Signature



Ethics is knowing the difference
between what you have
a right to do
and what is right to do.

Potter Stewart





CHILD PROTECTIVE SERVICES

and Foster Parents

Three foster parents were interviewed. Each were parenting approximately 10 years apart. What was found during their time of foster parenting was informative and interesting.

CHILD PROTECTIVE SERVICES (CPS)



SUMMARY:

The committee interviewed three foster parent couples, which helped youth of various ages. Of the three, one retired approximately twenty years ago, another foster parent retired approximately 10 years ago. The last set of foster parents were dissatisfied with the lack of services that they were receiving from the County, so they quit the fostering program. Due to the years span of being foster parents, the services received and provided by Child Protective Services were varied.

PURPOSE:

The Grand Jury wanted information on the performance of CPS and to ensure that they followed their own policies and procedures. Foster parents provide a valuable service in a foster child's life.

In light of the COVID-19 Pandemic, the Civil Grand Jury wanted to know the following:

1. How the County's foster youth is being cared for?
2. Whether the County has foster parents available for children needing services.
3. Whether the County worked well with the foster parents.

GLOSSARY:

CPS — Child Protective Services

HHSA — Health and Human Services Agency

CWM — Child Welfare Manager

BACKGROUND:

Foster care is a system in which a minor has been placed into a ward, group home, or private home of a state-certified caregiver referred to as a "Foster Parent" or with a family member approved by the state. The placement of the child is arranged through a government entity or a Social Service Agency. The institution, group home, or foster parent is compensated for expenses unless it is a family member. In some states, relative or "Kinship" caregivers of children who are wards of the state are provided with a financial stipend.



METHODOLOGY:

The Civil Grand Jury interviewed the following:

- **Foster Parents "A" took care of 133 youth**
- **Foster Parents "B" took care of 249 youth**
- **Foster Parents "C" took care of two youth with autism and mental health challenges**

HHSA Director

CPS/CWM - Child Welfare Manager

CPS/ CIW - County Intake Worker

CPS - Social Worker

DISCUSSION:

Workings of CPS

The Child Welfare Manager of Child Protected Services (CPS) oversees all CPS workings. The Manager meets regularly with staff who work independently.

Foster Parents

The qualifications to be a foster parent or potential foster parents need to be 21 or older, pass a criminal background check, have a family that is stable and organized, pass a character reference check, have a regular source of income, have a home safety inspection assessment, and have fingerprints on file. Children are placed by Protective Services Workers. They have a list of foster parents and try to find the best family fit for the children. Some children needing placement may have special needs, autism, or physical handicaps. These children are placed based on the foster parent's ability to meet the child's needs.

The Civil Grand Jury found three sets of foster parents to interview in Glenn County. Each set of foster parents had different experiences with Social Services. In the early years (1970s-1990s), Foster Parents "A" mostly dealt with the Head of Probation. At that time there seemed to be many youth in the Probation Department, and with the limited number of Social Workers, they were not able to offer needed support to foster parents.

Social Services Workers did not know if the children were acclimating to the foster parents or to the home. There were so many children needing emergency housing during this time, that local Law Enforcement would drop children off at a foster parent's house with little or any notice. Foster Parents "A" took many children in on an emergency basis to the point that each bedroom was overfilled with children.

Later (1990 - 2010), with Foster Parents "B", Social Services were involved and in contact to help the foster parents and speak with the youth in their care, at the needed time. The foster parents made their foster children part of their family. Social Services gave a Yearly Appreciation Dinner for all foster parents and their children in the County in gratitude for their hard work, diligence, and service.

Both Foster Parents "A" and "B" took their youth on vacations with their own family, paying for everything needed. There was not enough income from the State to meet all the youth's needs. These families made their foster youth part of their family, sometimes even paying out of pocket for medical expenses that were not covered by the State. Respite care was not available for Foster Parents "A" and "B", so they helped each other. When a break or respite was needed, the foster parents or family member would step in for a day taking care of their children.

Years later, (2019 to 2022) Foster Parents "C" had a different experience than Foster Parents "A" and "B". They reported having a very difficult time getting help from Social Services. Opinions changed from the first to the last foster parents the Civil Grand Jury interviewed, mainly due to the COVID-19 pandemic where there was no help available. Foster Parents "C" had County children that were in the high risk or difficult children category, and one child in the autism spectrum. Because of the COVID-19 pandemic, all businesses were closed nationwide for a while. Social Workers working from home were not able to do their home visits or meet with foster parents. Foster Parent "C" ended their foster parenting very frustrated with the COVID -19 pandemic Nationwide and the CPS system, so they decided to no longer be foster parents in Glenn County.

The youth of the last set of foster parents had very challenging issues of autism and mental health. Because of these issues, the foster parents needed more help from their Social Worker and CPS services, but no one was available because of the COVID-19 pandemic quarantine. They were not able to receive counseling for themselves or their foster children.

Each set of foster parents had varied experiences with Social Services during each of their periods of being foster parents.

Head of CPS (Child Protection Services)

The Civil Grand Jury met first with the County Director of HHSA. The Director meets with the Heads of each department on a weekly basis and as needed individually throughout the month. The Director has managers and supervisors of each department including CPS that are fully trusted and proven to achieve maximum productivity with those Social Workers under their supervision.

Child Welfare Manager

The Civil Grand Jury met with Glenn County Child Welfare Manager (CWM), who was very knowledgeable with the various departments and their responsibilities. The CWM trusted those employees that were in each area of the CPS department and knew them to be quite capable of doing their job with little direction. The CWM meets with staff as needed and has at least one planned monthly meeting with staff.

County Intake Worker

In meeting with the County Intake Worker, (CIW) the Civil Grand Jury had many questions for this position. The Civil Grand Jury wanted to know step-by-step how Glenn County's youth were originally brought to their attention and how they assessed each child. It was reported that calls can come in from the Glenn County Sheriff's Department or Orland's City Police. Other calls can come from mental health counselors, school administrators, teachers, cafeteria workers, friends and or neighbors of the youth. It would then be decided by the CIW which call needed immediate attention based on the three questions below.

- Is it a dangerous situation that might need Police or Sheriff's assistance?
- Is it a situation that can wait for a few days?
- Is it a call that a Social Worker can meet with the student privately at their school to assess the situation and possibly help the youth?

Every call that the CIW receives determines which Social Worker handles the call. There is always a Crisis Worker on call 24 hours each day. Again, this CIW is confident that the Social Worker they contact to address the situation will know how to respond to the call.

The Social Workers

The Civil Grand Jury met with a couple of the Social Workers from CPS at different times. They shared with us the different types of calls that they received that needed checking. We

asked if they had frustration from the last couple of years with the COVID-19 pandemic hindering them from being able to do their jobs? We were repeatedly given a "Yes" answer. We asked if the needs of the Glenn County youth had changed over the years. We were told that with the state our Country is in, they have seen different needs of the youth than what it used to be. The family dynamics have changed over the years. With grandparents raising their grandchildren, and single parents having no help. The secure and supportive family relationships that usually provide love, advice, and care, are sometimes not available in the family unit.

There are many more mental and behavioral issues and illnesses, autism of all different spectrums, drug addicted babies, children coming from parents that have no knowledge of what being a parent entails, or their responsibilities as a parent.

All of the CPS Workers felt as though they were making progress training foster parents and providing the support that foster parents needed as the pandemic was slowing down.

FINDINGS:	RECOMMENDATIONS:
F1. Foster parents agreed that more training, in all areas of fostering youth would be beneficial.	**R1.** It is recommended that Glenn County foster parents receive more training than what is currently offered.
F2. During the COVID-19 pandemic quarantine businesses, schools, and everything nationwide was closed. Since everything was closed, there were not any services, including phone contact available to foster parents.	**R2.** It is recommended that Glenn County have a backup plan for the needs of foster parents and foster youth during pandemics and or natural disasters that could cause shutdowns with the County services.
F3. There is no Child Psychiatrist on site for children's counseling in our County.	**R3.** It is recommended that Glenn County Behavioral Health have a Child's Psychiatrist on site for children's counseling.
F4. Each set of foster parents indicated there is a huge need for respite care.	**R4**. It is recommended Glenn County CPS contact Butte County for their information regarding their Respite Care Program.
F5. The foster parents from earlier years had a more enjoyable experience with help from Social Services.	**R5.** It is recommended that the Social Services continue to assist foster parents in the future regardless of environmental emergencies.
F6. Each set of foster parents had a different experience with the Social Workers. In the	**R6.** It is recommended that Social Workers under Social Services follow their policies and procedures throughout the upcoming years to

later year, it was difficult to get any help due to COVID-19.	be consistent with delivery of services.
F7. Foster parents in the earlier years were given an Annual Appreciation Dinner by the County for them and their children. It made them feel appreciated and recognized for the hard work they were doing.	**R7.** It is recommended to show appreciation for all foster parents and their children that the CPS department budget money to finance an Annual Appreciation Dinner.

REQUEST FOR RESPONSES:

Pursuant to Penal Code section §933.05, the Civil Grand Jury requests responses as follows:

From the following individuals:

- Director of Health and Human Services Agency —All
- CPS Child Welfare Manager — All

From the following governing bodies:

- Board of Supervisors answer F1 and R1, F3 and R3; F7 and R7

DISCLAIMER: At the time of the investigation, there were not any Civil Grand Jury members recused from this investigation.

Penal Code section §929 requires that reports of the Civil Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.



"Volunteering can be an exciting, growing, enjoyable experience. It is truly gratifying to serve a cause, practice one's ideals, work with people, solve problems, see benefits, and knows one had a hand in them."

–Harriet Naylor



A special thank you to the members

of the

2021—2022 Civil Grand Jury

for

the time, energy, and skills

donated to making this

2021—2022 Final

Civil Grand Jury Report

A special thank you to the editing

committee