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Amador County Civil Grand Jury 2022-2023

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Functions of the Grand Jury

The Grand Jury, as mandated by the California Constitution, is part of the Judicial Branch and is an arm of the court. The Civil Grand Jury has two responsibilities: to act as a civil watchdog conducting investigations and to answer citizen complaints.

The Grand Jury investigates city and county government, as well as special districts, to ensure the interests of Amador County citizens are being served. Procedures, methods, and systems are reviewed to determine if more efficient programs might be employed as well as being more economical for the county.

The Grand Jury issues final reports that describe problems they may have encountered and make recommendations for solutions. The affected agencies or districts must comment on these recommendations once published in the reports.

Amador County Citizens Complaints

The Grand Jury is empowered to investigate complaints from citizens, civic groups, government employees, and others about the procedures or conduct of its officers or employees. Our primary function is the examination of all aspects of local government, including cities, special districts, and school districts. This is our primary function and most important reason for our existence. Our goal is to assure honest, efficient government in the best interests of all our citizens in Amador County.

Confidentiality

All of our proceedings and investigations are confidential. We are sworn to maintain secrecy. As a Grand Jury we apply the same objective standard of conduct and responsibility to all persons, and we are charged to avoid being influenced by sympathy, public feelings, passion, or prejudice.

Complaint Process

While the Grand Jury will investigate complaints presented to it in any form, it is preferred this form be used whenever possible. Please identify the specific problem and describe the circumstances. Document our complaint with all available evidence and submit copies of all available documents.

The Complaint Form may be downloaded at:

<https://www.amadorcourt.org/divisions/civil/grandjury/complaint-form.pdf>

Mail your complaint to:

AMADOR COUNTY GRAND JURY
P.O. BOX 249
JACKSON, CA 95642

Notice to Respondents

The legal requirements for responses to the Grand Jury findings and recommendations are contained in California Penal Code 933.05. Each respondent should become familiar with these legal requirements and if in doubt, should consult legal counsel before responding.

Responding to Findings

The responding person or entity shall indicate one of the following:

1. The respondent agrees with the finding.
2. The respondent disagrees wholly or partially with the finding. The response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons of the disagreement.

Reporting Action in Response to Recommendation

Recommendations by the Grand Jury require action. The responding person or entity must report action on all recommendations in one of four ways:

1. The recommendation has been implemented, including a summary of the implemented action.
2. The recommendation has not been implemented but will be implemented in the future. This response should include a timeframe for implementation.
3. The recommendation requires further analysis. The law requires a detailed explanation of the analysis or study and the timeframe not to exceed six months. In this response, the analysis or study must be submitted to the officer, director, or governing body of the agency being investigated.
4. The recommendation will not be implemented because it is not warranted, or is not reasonable, with an explanation.

Final Report Response Format

The following standard format is to be used when responding to the Grand Jury Report and is to be used by all agencies when responding:

Title of the Grand Jury Report
Responding Agency Response by Finding(s)

Finding Number *X*:

(Governing Body, Department Head)

State the Findings as written in the Grand Jury Report. Include your detailed response to the finding. Attach any supporting documentation.

Recommendation Number *X*:

State the Recommendation as written in the Grand Jury report. Include your detailed response to the Recommendation. Response should include progress on your planned action. Attach any supporting documentation.

Follow the same procedures for each Finding and Recommendation as written in the Grand Jury Report for this agency.

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CITY OF IONE PROPANE TANK

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City of Ione Propane Tank

Authority

California Penal Code Section 925a states, “The grand jury may at any time examine the books and records of any incorporated city or joint powers agency located in the county. In addition to any other investigatory powers granted by this chapter, the grand jury may investigate and report upon the operations, accounts, and records of the officers, departments, functions, and the method or system of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit.”

Summary

It was brought to the Grand Jury’s attention that a large-capacity propane tank was illegally installed at Evalynn Bishop Hall in the City of Ione (City). The tank was removed by the City on April 18, 2023, which was during the Grand Jury’s investigation. The purpose of this investigation was to determine how the tank was permitted and installed despite a City ordinance that bans large-capacity propane tanks.

Background

The Grand Jury investigated the December 2020 installation of a large-capacity propane tank inside Howard Park, which is located within the City. The propane tank fueled the Generac generator that supports Evalynn Bishop Hall during general power outages. However, the City adopted an ordinance in 2017 that prohibits the installation of large-capacity propane tanks within the City limits. Therefore, the tank was installed illegally.

Methodology

The Grand Jury conducted multiple interviews, including of past and current Ione City Managers, Ione City Council Members, Ione Parks and Recreation Commissioners, and City Fire and Public Works personnel. Additionally, the Grand Jury reviewed Fire and Municipal Codes, attended various City Council and Parks & Recreation meetings, and inspected the park and area facilities.

Discussion

On March 7, 2017, the City of Ione adopted Ordinance 489, which amends Section 5706.2.4.4 of the Fire Code to prohibit above-ground propane tanks “within the city limits of Ione” (See Appendix A).

The President signed into law the Coronavirus Aid, Relief, and Economic Security (CARE) Act on March 27, 2020. Per this Act, States were provided funding to help alleviate the COVID-19 pandemic. The State of California then allocated funds to the counties. From this allocation, the Amador County Board of Supervisors awarded the City \$100,000 to install a generator at Evalynn Bishop Hall (See Appendix B). Amador County Board agreed to reimburse the City for the generator on November 4, 2020 (See Appendix B). The Ione City Council approved the agreement with the Amador County Board for reimbursement of a backup generator at Evalynn Bishop Hall on November 17, 2020 (See Appendix D).

City of Ione Propane Tank

To fulfill this agreement, a high-capacity, above-ground propane tank was installed at Howard Park near the backup generator for Evalynn Bishop Hall, despite the City ordinance prohibiting it.

The project received a proposal from Short Circuit Electric on August 31, 2020. (See Appendix C). The proposal was followed by a signed Kamps consumer vapor agreement for a 2-year contract on September 16, 2020 (See Appendix I). Project blueprints were signed on September 29, 2020 (See Appendix H), and the Ione City Council approved the project (See Appendix D).

During this time, the project moved forward with the Electrical Permit, Building Permit, and Routing Slip. Although the *Condition Comments* listed on the City of Ione Electrical Permit #1211, dated 11/30/2020, specify that the Fire Department must grant final approval before the Building Department's final authorization, the permit's status was marked as "APPROVED" without evidence of the Fire Department's approval. (See Appendix F). A permit routing slip exists for the propane tank installation; however, it lacks approval signatures from the relevant departments (See Appendix G).

Since 2020, there have been more than four interim/full-time City Managers for the City. "Under the direction of the City Council, the City Manager serves as the chief executive officer for the City, providing leadership and representation for all matters concerning the City government. The City Manager's Office leads financial and budget management processes for the City and directs the City's efforts to plan for the future" (See *Interim city manager*, n.d. (link below)). Upon request, the Grand Jury found that the City didn't follow any documented policies and procedures for sourcing, executing, and accepting the delivery of this public works project. The City Manager in place at the time retired, and it is unclear whether the subsequent City Managers approved this project.

The Grand Jury found that various citizens complained about the tank to City employees and City Council members, citing safety concerns. The Grand Jury was unable to find any direct response to these complaints. At a City Council meeting on February 2, 2021, the City Council recognized that the tank was installed illegally and should be removed (See Appendix J), and yet more than 2 years later, the tank had not been removed.

On April 18, 2023, more than two years after it was installed, the propane tank was removed.

Findings

F1: The propane tank at Howard Park was installed in December of 2020, despite Ione City Ordinance 489 prohibiting its installation.

F2: A permit to install the propane tank was issued without all departmental approvals.

F3: Written policies and procedures for overseeing this public works project were not followed, which resulted in lack of adherence to state, county, and city regulations.

City of Ione Propane Tank

F4: Turnover of the City Manager Position in 2020 contributed to policies and procedures not being followed, which contributed to the propane tank installation in violation of the City Ordinance. Continued City Manager turnover resulted in further delays in correcting the violation.

F5: The generator can be retrofitted from propane to liquid natural gas.

F6: A secure pipeline can be trenched and connected to the generator from the existing liquid natural gas meter.

F7: The propane tank was removed on April 18, 2023, more than two years after it was installed (December 2020) and over two years after the City Council acknowledged there was an issue (February 2021).

F8: There was inconsistent follow-up from City staff when citizens raised concerns.

Recommendations

R1: The Grand Jury recommends the City follow policies and procedures to ensure public works projects comply with state, county, and local laws.

R2: The Grand Jury recommends that any adopted policy and procedure contain a mechanism to bring the new City Manager up to date and inform him or her about all ongoing city projects.

R3: The Grand Jury recommends the City establish a system to confirm that projects are completed as intended and that they conform to City, County, and State laws and regulations.

R4: The Grand Jury recommends the City connect the generator to the existing natural gas line.

R5: The Grand Jury recommends the City establish procedures to ensure that staff prioritizes and responds to reasonable citizen complaints in a timely manner, including those complaints voiced at Council meetings.

Required Responses

Responses to Findings and Recommendations in this report are required by law under California Penal Code 933(c). The Ione City Manager is required to respond no later than 90 days after the Grand Jury submits a Final Report.

Address Responses To:

The Presiding Judge-Amador County Superior Court
500 Argonaut Lane
Jackson, CA 95642

City of Ione Propane Tank

Amador County Civil Grand Jury
P.O. Box 249
Jackson, CA 95642.

Invited Responses

The Grand Jury invites the Ione City Fire Chief, the Ione City Mayor, and the Ione Building Department to respond in hopes that the City comes up with a cohesive plan moving forward.

Bibliography

Interim city manager. Western City Magazine. (n.d.). Retrieved May 7, 2023, from <https://jobs.westerncity.com/jobs/204547797-interim-city-manager-at-city-of-ione#:~:text=Under%20the%20direction%20of%20the%20City%20Council%2C%20the,the%20City%27s%20efforts%20to%20plan%20for%20the%20future.>

Appendix

- A – Fire Code
- B – Ione City Council Agenda November 4, 2020
- C – Short Circuit Electric Generator Proposal
- D – Ione City Council Minutes November 17, 2020
- E – Building Permit Application
- F – Electrical Permit
- G – Permit Plan Routing Slip
- H – Blueprints for the Project
- I – Kamps Propane Agreement
- J – Ione City Council Minutes April 6, 2021

Appendix A

FLAMMABLE AND COMBUSTIBLE LIQUIDS

equipment shall be in accordance with Section 5704.2.9.7.6.

5704.2.9.6 Above-ground tanks outside of buildings. Above-ground tanks outside of buildings shall comply with Sections 5704.2.9.6.1 through 5704.2.9.6.3.

5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited [JURISDICTION TO SPECIFY].

5704.2.9.6.1.1 Location of tanks with pressures 2.5 psig or less. Above-ground tanks operating at pressures not exceeding 2.5 psig (17.2 kPa) for storage of Class I, II or IIIA liquids, which are designed with a floating roof, a weak roof-to-shell seam or equipped with emergency venting devices limiting pressure to 2.5 psig (17.2 kPa), shall be located in accordance with Table 22.4.1.1(a) of NFPA 30.

Exceptions:

1. Vertical tanks having a weak roof-to-shell seam and storing Class IIIA liquids are allowed to be located at one-half the distances specified in Table 22.4.1.1(a) of NFPA 30, provided that the tanks are not within a diked area or drainage path for a tank storing Class I or II liquids.
2. Liquids with boilover characteristics and unstable liquids in accordance with Sections 5704.2.9.6.1.3 and 5704.2.9.6.1.4.
3. For protected above-ground tanks in accordance with Section 5704.2.9.7 and tanks in at-grade or above-grade vaults in accordance with Section 5704.2.8, the distances in Table 22.4.1.1(b) of NFPA 30 shall apply and shall be reduced by one-half, but not to less than 5 feet (1524 mm).

5704.2.9.6.1.2 Location of tanks with pressures exceeding 2.5 psig. Above-ground tanks for the storage of Class I, II or IIIA liquids operating at pressures exceeding 2.5 psig (17.2 kPa) or equipped with emergency venting allowing pressures to exceed 2.5 psig (17.2 kPa) shall be located in accordance with Table 22.4.1.3 of NFPA 30.

Exception: Liquids with boilover characteristics and unstable liquids in accordance with Sections 5704.2.9.6.1.4 and 5704.2.9.6.1.5.

5704.2.9.6.1.3 Location of tanks storing boilover liquids. Above-ground tanks for storage of liquids with boilover characteristics shall be located in accordance with Table 22.4.1.4 of NFPA 30.

5704.2.9.6.1.4 Location of tanks storing unstable liquids. Above-ground tanks for the storage of unstable liquids shall be located in accordance with Table 22.4.1.5 of NFPA 30.

5704.2.9.6.1.5 Location of tanks storing Class IIIB liquids. Above-ground tanks for the storage of Class IIIB liquids, excluding unstable liquids, shall be located in accordance with Table 22.4.1.6 of NFPA 30, except where located within a diked area or drainage path for a tank or tanks storing Class I or II liquids. Where a Class IIIB liquid storage tank is within the diked area or drainage path for a Class I or II liquid, distances required by Section 5704.2.9.6.1.1 shall apply.

5704.2.9.6.1.6 Reduction of separation distances to adjacent property. Where two tank properties of diverse ownership have a common boundary, the fire code official is authorized to, with the written consent of the owners of the two properties, apply the distances in Sections 5704.2.9.6.1.2 through 5704.2.9.6.1.5 assuming a single property.

5704.2.9.6.2 Separation between adjacent stable or unstable liquid tanks. The separation between tanks containing stable liquids shall be in accordance with Table 22.4.2.1 of NFPA 30. Where tanks are in a diked area containing Class I or II liquids, or in the drainage path of Class I or II liquids, and are compacted in three or more rows or in an irregular pattern, the fire code official is authorized to require greater separation than specified in Table 22.4.2.1 of NFPA 30 or other means to make tanks in the interior of the pattern open for fire-fighting purposes.

The separation between tanks containing unstable liquids shall be not less than one-half the sum of their diameters.

Exception: Tanks used for storing Class IIIB liquids are allowed to be spaced 3 feet (914 mm) apart unless within a diked area or drainage path for a tank storing Class I or II liquids.

5704.2.9.6.3 Separation between adjacent tanks containing flammable or combustible liquids and LP-gas. The minimum horizontal separation between an LP-gas container and a Class I, II or IIIA liquid storage tank shall be 20 feet (6096 mm) except in the case of Class I, II or IIIA liquid tanks operating at pressures exceeding 2.5 psig (17.2 kPa) or equipped with emergency venting allowing pressures to exceed 2.5 psig (17.2 kPa), in which case the provisions of Section 5704.2.9.6.2 shall apply.

An approved means shall be provided to prevent the accumulation of Class I, II or IIIA liquids under adjacent LP-gas containers such as by dikes, diversion curbs or grading. Where flammable or combustible liquid storage tanks are within a diked area, the

FLAMMABLE AND COMBUSTIBLE LIQUIDS

II liquids shall not exceed 10,000 gallons (37 854 L). Tanks shall be of the single-compartment design.

Exception: Permanent above-ground tanks of greater capacity that meet the requirements of Section 5704.2.

5706.2.4.1 Fill-opening security. Fill openings shall be equipped with a locking closure device. Fill openings shall be separate from vent openings.

5706.2.4.2 Vents. Tanks shall be provided with a method of normal and emergency venting. Normal vents shall be in accordance with Section 5704.2.7.3.

Emergency vents shall be in accordance with Section 5704.2.7.4. Emergency vents shall be arranged to discharge in a manner that prevents localized overheating or flame impingement on any part of the tank in the event that vapors from such vents are ignited.

5706.2.4.3 Location. Tanks containing Class I or II liquids shall be kept outside and not less than 50 feet (15 240 mm) from buildings and combustible storage. Additional distance shall be provided where necessary to ensure that vehicles, equipment and containers being filled directly from such tanks will not be less than 50 feet (15 240 mm) from structures, haystacks or other combustible storage.

5706.2.4.4 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks is prohibited within the limits established by law as the limits of districts in which such storage is prohibited [JURISDICTION TO SPECIFY].

5706.2.5 Type of tank. Tanks shall be provided with top openings only or shall be elevated for gravity discharge.

5706.2.5.1 Tanks with top openings only. Tanks with top openings shall be mounted in accordance with either of the following:

1. On well-constructed metal legs connected to shoes or runners designed so that the tank is stabilized and the entire tank and its supports can be moved as a unit.
2. For stationary tanks, on a stable base of timbers or blocks approximately 6 inches (152 mm) in height that prevents the tank from contacting the ground.

5706.2.5.1.1 Pumps and fittings. Tanks with top openings only shall be equipped with a tightly and permanently attached, approved pumping device having an approved hose of sufficient length for filling vehicles, equipment or containers to be served from the tank. Either the pump or the hose shall be equipped with a padlock to its hanger to prevent tampering. An effective antisiphoning device shall be included in the pump discharge unless a self-closing nozzle is provided. Siphons or internal pressure discharge devices shall not be used.

5706.2.5.2 Tanks for gravity discharge. Tanks with a connection in the bottom or the end for gravity-dis-

persing liquids shall be mounted and equipped as follows:

1. Supports to elevate the tank for gravity discharge shall be designed to carry all required loads and provide stability.
2. Bottom or end openings for gravity discharge shall be equipped with a valve located adjacent to the tank shell that will close automatically in the event of fire through the operation of an effective heat-activated releasing device. Where this valve cannot be operated manually, it shall be supplemented by a second, manually operated valve.

The gravity discharge outlet shall be provided with an approved hose equipped with a self-closing valve at the discharge end of a type that can be padlocked to its hanger.

5706.2.6 Spill control drainage control and diking. Indoor storage and dispensing areas shall be provided with spill control and drainage control as set forth in Section 5703.4. Outdoor storage areas shall be provided with drainage control or diking as set forth in Section 5704.2.10.

5706.2.7 Portable fire extinguishers. Portable fire extinguishers with a minimum rating of 20-B:C and complying with Section 906 shall be provided where required by the fire code official.

5706.2.8 Dispensing from tank vehicles. Where approved, liquids used as fuels are allowed to be transferred from tank vehicles into the tanks of motor vehicles or special equipment, provided that:

1. The tank vehicle's specific function is that of supplying fuel to motor vehicle fuel tanks.
2. The dispensing hose does not exceed 100 feet (30 480 mm) in length.
3. The dispensing nozzle is an approved type.
4. The dispensing hose is properly placed on an approved reel or in a compartment provided before the tank vehicle is moved.
5. Signs prohibiting smoking or open flames within 25 feet (7620 mm) of the vehicle or the point of refueling are prominently posted on the tank vehicle.
6. Electrical devices and wiring in areas where fuel dispensing is conducted are in accordance with the *California Electrical Code*.
7. Tank vehicle-dispensing equipment is operated only by designated personnel who are trained to handle and dispense motor fuels.
8. Provisions are made for controlling and mitigating unauthorized discharges.

5706.2.8.1 Location. Dispensing from tank vehicles shall be conducted not less than 50 feet (15 240 mm) from structures or combustible storage.

5706.3 Well drilling and operating. Wells for oil and natural gas shall be drilled and operated in accordance with Sections 5706.3.1 through 5706.3.8.

Appendix B

Agenda Item

#5

DATE: November 4, 2020

TO: Ione City Council

FROM: Jon G. Hanken, City Manager

SUBJECT: Agreement between Amador County and the City of Ione Regarding Reimbursement of Eligible Expenses for a Back-up Generator at E.B. Hall.

RECOMMENDED ACTION: Council is being asked to approve an agreement between Amador County and the City of Ione regarding reimbursement of eligible expenses for a back-up generator at E.B. Hall.

Motion: _____ / _____.

FISCAL IMPACT: If approved, the City will receive \$100,000 for a back-up generator at E.B. Hall.

BACKGROUND: On March 27, 2020, the President signed into law the Coronavirus Aid, Relief, and Economic Security Act ("CARES" Act), Public Law 116-136. Section 601(a)(1) of the Social Security Act as added by section 5001 of the CARES Act provides \$150 billion to states and other eligible entities for the purpose of providing funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency.

Amador County has been allocated approximately \$3.8 Million in CARES Act funding passed through from the State of California. The City was allocated CARES Act funding from the State of California in the Amount of \$98,000; however, that funding was insufficient to address all of its impacts caused by the COVID-19 health emergency. Amador County is willing reimburse the City of Ione for certain eligible expenditures related to the COVID-19 public health emergency from the County's CARES Act funding.

The County has approved a \$100,000 for a back-up generator at E.B. Hall. Staff provided the County with an estimate for a 150kw Generac Generator from Short Circuit Electric, Inc. and the electrical load requirements at E.B. Hall as requested by Amador County General Services Office. The generator has been order and is anticipated to be installed by the end of November. The monies have to be expended by December 30, 2020.

Attachments: Draft Agreement between Amador County and the City of Ione regarding reimbursement of eligible expenses for a back-up generator at E.B. Hall.

**AGREEMENT REGARDING REIMBURSEMENT OF ELIGIBLE EXPENSES
RELATED TO COVID-19**

THIS AGREEMENT REGARDING REIMBURSEMENT OF ELIGIBLE EXPENSES RELATED TO COVID-19 (this "Agreement") is entered into as of _____, 2020 by and between the COUNTY OF AMADOR, a political subdivision of the State of California ("County") and the CITY OF IONE, a municipal corporation ("City").

RECITALS

A. On March 27, 2020, the President signed into law the Coronavirus Aid, Relief, and Economic Security Act ("CARES" Act), Public Law 116-136. Section 601(a)(1) of the Social Security Act as added by section 5001 of the CARES Act provides \$150 billion to states and other eligible entities for the purpose of providing funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency.

B. The County has been allocated approximately \$3.8 Million in CARES Act funding passed through from the State of California.

C. The City was similarly allocated CARES Act funding from the State of California; however, that funding was insufficient to address all of its impacts caused by the COVID-19 health emergency.

D. The County is willing reimburse the City for certain eligible expenditures related to the COVID-19 public health emergency from the County's CARES Act funding, and the City desires to receive the reimbursement from the County pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **RECITALS**. The parties acknowledge the truth of the above recitals, which are incorporated into this Agreement by this reference.
2. **REIMBURSEMENT OF ELIGIBLE COVID-19 Expenses**. The County agrees to reimburse the City for up to \$100,000 for expenses for the purchase and installation of an emergency generator at Evalynn Bishop Hall incurred in responding to the COVID-19 public health emergency from the CARES Act fund allocated to the County. Eligible expenses are describe in more detail on Attachment A, attached and incorporated by this reference, which describes the reimbursable expenses. The County is not obligated to reimburse any expenses related to payroll costs, or any expenses the County, in its sole discretion, determines to be ineligible.

City of Ione Propane Tank

3. **THE CITY'S OBLIGATIONS.** In order to receive reimbursement from the County, the City shall do all of the following:
- a. The City shall submit any reimbursement request(s) to the County no later than December 18, 2020 as described in more detail in **Attachment A**, with all of the necessary backup information described therein.
 - b. The City shall only seek reimbursement for expenses described on **Attachment A**, that meet the criteria of Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act, and that have not been reimbursed in whole or part by any other federal funds.
 - c. The City shall actively cooperate in any review or audit of the County's expenditures of CARES Act funds as it relates to any reimbursement to the City.
 - d. In the event any reimbursement to the City is determined ineligible for reimbursement under the CARES Act by any state or federal agency, the City agrees to hold harmless the County and to repay any disallowed amounts to the County within 90 days of any final determination.
4. **TERM.** This Agreement shall expire one year from the date of this Agreement, unless extended in writing by the parties; however the City's obligations set forth in subparagraphs c, and d of paragraph 3, above, shall remain in effect during the pendency and resolution of any state or federal review or audit, or until the expiration of any state or federal audit period related to the expenditure of CARES Act funds related to the COVID-19 public health emergency, whichever is later.
5. **NOTICES.** All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:
- To City: NAME
 TITLE
 ADDRESS
 CITY, CA ZIP
- To County: Chuck Iley
 County Administrative Officer
 810 Court Street
 Jackson, CA 94642
6. **INCORPORATION OF AGREEMENTS AND AMENDMENTS.** This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged.

City of Ione Propane Tank

7. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California and that the venue for any action to enforce provisions of this Agreement shall be in Amador County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

CITY OF IONE

BY: _____
Chairman, Board of Supervisors

BY: _____

ATTEST:
JENNIFER BURNS, Clerk of the Board of
Supervisors

ATTEST:
City Clerk

BY: _____

BY: _____

APPROVED AS TO FORM:
Office of the County Counsel

APPROVED AS TO FORM:
Counsel for City of Ione

BY: _____
Gregory Gillott

BY: _____

City of Ione Propane Tank

ATTACHMENT A

Amador County Coronavirus Relief Funding

Amador County will reimburse City of Ione for up to \$100,000.00 for expenses for the purchase and installation of an emergency generator at Evalynn Bishop Hall incurred in responding to COVID-19 from the Coronavirus Relief Funds we'll be receiving from the State as part of the CARES Act. We are not reimbursing for any payroll costs or items that can't be documented as having been paid by the agency during the eligible period. Items cannot have been reimbursed by another grant or similar source.

The CARES Act provides that payments from Coronavirus Relief fund (CRF) may only be used to cover costs that are

- Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19
- Not accounted for in the budget most recently approved as of March 27, 2020
- Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020

Eligible Items:

- Personal Protective Equipment
- Costs for acquisition of medical and protective supplies, including sanitizing products in connection with the COVID-19 public health emergency
- Costs for public safety measures
- Hardware or software costs for developing online or automated processes for work that previously required in-person visits for employees and customers/citizens
- Costs for carrying out public health orders

What we'll require for reimbursement:

- 1) Letter from Agency on letterhead addressed to Chuck Iley, CAO, requesting reimbursement (total dollar amount) and a brief description of how the item(s) are necessary due to the COVID-19 public health emergency
- 2) Invoice(s) for purchases (copy of original)
- 3) Proof of delivery (item has to be delivered by 12/30/20 to be eligible)
- 4) Proof of payment from agency (copy of cancelled check)
- 5) Agreement for reimbursement to the county if expenses are disallowed by state (we will provide template)
- 6) Reimbursement request must be received by County by 12/18/20

*****Please contact Karen Scaccianoce, Amador County Budget Director by 9/24/20 with agency's contact name and email, description of eligible expense(s), or questions about eligible expenditures.***

209-223-6581 kscaccianoce@amadorgov.org

Reimbursement requests can be mailed or emailed to

ciley@amadorgov.org cc to kscaccianoce@amadorgov.org

Amador County Administration
810 Court Street
Jackson, CA 95642
Attn: Chuck Iley

City of Ione Propane Tank

Appendix C

SHORT CIRCUIT ELECTRIC INC.
PO Box 38
Plymouth, CA 95669
(209) 245-3269
Shortcircuitelectricinc.com

GENERAC

August 31, 2020

Dear Evalynn Bishop Hall:

Thank you for the opportunity to conduct an in-home survey and review your standby power needs in detail. At SHORT CIRCUIT ELECTRIC INC., we strive to provide our customers with the best automatic standby solution, and offering Generac automatic standby generators allows us to offer the generator and transfer switch option that meets your unique requirements. As a result, we are pleased to offer you this personalized proposal.

Proposal For:

Evalynn Bishop Hall
600 S Church st
Ione, CA 95640
H: (209) 790-9200
twaklee@ione-ca.com

Guardian 150KW LP Aluminum EPA
SCAQMD Proposal

Guardian 150KW LP Aluminum EPA
SCAQMD

RECOMMENDED



QTY Generac items

- 1 Guardian 150KW LP Aluminum EPA SCAQMD
- 1 600 Amp Non-Service Rated 120/240 1Ø NEMA 3R
- 2 Wet Cell Battery - 26R
- 1 Surge Protection Device (SPD) 120/240 VAC Single Split Phase

QTY All labor included

- 1 All Labor included

QTY All material included

- 1 All Material included

QTY CONCRETE PAD

- 1 CONCRETE PAD PROVIDED

QTY Conduit - EMT

- 30 4" Conduit

City of Ione Propane Tank

QTY Conduit - Liquid Tight	
3	1 1/2" Conduit
QTY GAS LINE BY PROPANE COMPANY	
1	GAS LINE BY PROPANE COMPANY
QTY Liquid Cooled - High kw	
1	30 Hour Service
QTY PERMIT	
1	PERMIT Commercial
	\$3,000.00
QTY Rental Equipment	
1	Crane Rental
QTY TRENCHING	
15	TRENCHING
QTY TRENCHING FOR PROPANE COMPANY	
25	TRENCHING FOR PROPANE COMPANY
QTY Wire	
30	350 MCM wire

Sub-Total:	\$69,386.73
Sales Tax:	\$4,989.97
Total:	\$74,376.70
Down Payment:	-\$1,000.00
Balance Due:	\$73,376.70

City of Ione Propane Tank

Generac is the #1 standby generator on the market today. SHORT CIRCUIT ELECTRIC INC. is a factory-authorized and certified dealer, trained in the proper application, installation, and service of all Generac automatic standby generators, assuring you the highest quality service and support for your generator.

Thank you for the opportunity to offer a Generac automatic standby generator to protect your home and family during a power outage. We will contact you to answer any additional questions and finalize the details of the installation of your automatic standby generator. Please feel free to contact us at (209) 245-3269 at any time.

All quotes are valid for 30 days.

Sincerely,

Adler SCE

I accept this proposal and wish to proceed with the purchase and installation of my Generac automatic standby generator.

Customer Name/Signature

Date _____

Dealer Name/Signature

Date _____

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Additional Comments:

--

Selected payment option: Cash/check

City of Ione Propane Tank

Notice of Cancellation

Date of Purchase: _____

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when you received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to SHORT CIRCUIT ELECTRIC INC., at PO Box 38 Plymouth, CA 95669 NOT LATER THAN MIDNIGHT OF

_____.

I HEREBY CANCEL THIS TRANSACTION.

(Date) _____

(Signature) _____



CUSTOMER CHECKLIST

Administration Preparation

- Dealer Site Survey
- Dealer Building permit

Installation Preparation

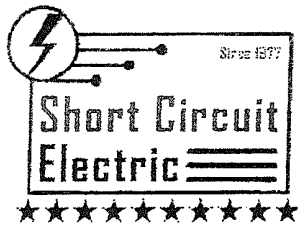
- Dealer Call Electric company

Installation

- Dealer Install base
- Dealer Mount transfer switch
- Contractor Install Fuel Line
- Homeowner Landscaping

Post Install / Activation / Followup

- Dealer Activation
- Dealer Demo a Simulated Outage
- Dealer Fuel Pressure Check
- Dealer Final Inspection



Terms & Conditions

- Short Circuit Electric will do everything in our power to install your generator in a timely manner. Sometimes schedules are delayed because of issues out of our control; including gas companies and the permitting process. We will give you an estimated installation date at the time of signing, but that date may change.
- Concrete, asphalt, or other hard surfaces may be cut to install wiring and/or gas line. If a cut is made, Short Circuit Electric will backfill with gravel to make the area safe until it can be repaired. Short Circuit Electric does not make repairs on concrete, asphalt, or any other hard surfaces. Any repairs needed will be at the expense of the customer.
- Your power will be shut off for approximately 1-4 hours on the day of your installation. Your installation could range from 1-4 days, depending on the size of the unit you purchased or problems that are unforeseen during installation. Please make necessary arrangements prior to the date of your installation.
- Deposits are 10% of the total price or \$1000.00, whichever is less. Deposits are non-refundable, unless your contract is canceled before the 3rd business day after signing the proposal.

BY SIGNING THE PROPOSAL, YOU ACCEPT AND AGREE TO THESE TERMS & CONDITIONS

City of Ione Propane Tank

Fixed-In-Place Appliances and Motors	Amps	Votls	Phase Calculation	Phase
Bar Fridge	8	115	1	1
Chest freezer	8	115	1	1
Fridge	9.1	115	1	1
Fridge	9.1	115	1	1
Parking Lot Lights	20	110	1	1
Photo Cell Lighting	20	110	1	1
Air Conditioning and Cooling	Amps	Volts	Phase Calculation	Phase
AC #1	20	460	1.732	3
AC #2	20	460	1.732	3
AC #3	20	460	1.732	3
AC #4	20	460	1.732	3
AC #5	20	460	1.732	3
Square footage (lights & receptacles)				
11,600				
Max Load (kw)	116.97 (kw) x 1.25 = 146.21 (kw)			
Final Recommendation	150 kw			

Load (kw)
0.92
0.92
1.04
1.04
2.2
2.2
Load (kw)
15.93
15.93
15.93
15.93
15.93
Load (kw)
30

Appendix D

**CITY OF IONE COUNCIL MEETING MINUTES
Meeting of November 17, 2020**

**DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE CITY OF IONE
CONDUCTED ITS MEETING VIA TELECONFERENCE AND IN-PERSON. MEMBERS OF THE PUBLIC
WERE ABLE TO PARTICIPATE BY CALLING IN USING THE FOLLOWING NUMBER:**

Dial In: 1-786-535-3211

Access Code: 641-268-349

<https://global.gotomeeting.com/install/641268349>

Mayor Wratten called meeting to order at 6:00 PM

A. PLEDGE OF ALLEGIANCE TO THE FLAG:

Mayor Wratten led the Pledge of Allegiance.

B. ROLL CALL:

Present: Diane Wratten, Mayor
Stacy Rhoades, Vice Mayor
Dominic Atlan, Councilmember
Dan Epperson, Councilmember
Tom Reed, Councilmember
Staff: Jon Hanken, City Manager
Dave Prentice, City Attorney
Lori McGraw, Finance Director
Janice Traverso, City Clerk
April Wooden, City Planner (Teleconference)

C. APPROVAL OF AGENDA:

ACTION: It was moved by Councilmember Epperson, seconded by Councilmember Epperson and carried to approve the agenda.

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSENT: None

ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS: None

E. PUBLIC COMMENT: None

F. CONSENT CALENDAR:

ACTION: It was moved by Councilmember Atlan, seconded by Vice Mayor Rhoades and carried to approve the following:

1. Combined Cash Investment Reports
2. Waive the Second Reading by Substitution of Title Only and Adopt Ordinance No. 523 Amending the 2007 City of Ione Local Traffic Mitigation Fee Nexus Plan and Capital Improvement Plan (CIP) Study to Include the Bridge on Golf Links Drive as an Eligible Project

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

City of Ione Propane Tank

ABSENT: None

ABSTAIN: None

Waive the Second Reading by Substitution of Title Only and Adopt Ordinance No. 524 Approving the Third Amendment Development Agreement for Castle Oaks Golf and Country Club (Village 4 through 10) with Fairway Land Investors, LLC; Nueve Verde Properties, LLC and Spyglass View Village, LLC.

ACTION: It was moved by Councilmember Atlan, seconded by Councilmember Epperson and carried to Waive the Second Reading by Substitution of title Only and Adopt Ordinance No. 524 Approving the Third Amendment Development Agreement for Castle Oaks Golf and Country Club (Village 4 through 10) with Fairway Land Investors, LLC, Nueve Verde Properties, LLC and Spyglass View Village, LLC with the following amendments:

- Delete Paragraph G – Page 2 – Public Hearing before Planning Commission
- Insert Date of Public Hearing in Paragraph H – Page 2 – November 3, 2020

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSENT: None

ABSTAIN: None

G. PUBLIC HEARING: None

DISCUSSION ITEMS:

For the record: Action minutes provide the necessary documentation of City Council action. Audio recordings are retained for those desiring more detail on particular agenda item discussions. These audio recordings provide an accurate and comprehensive backup of City Council deliberations and citizen discussions.

H. REGULAR AGENDA:

4. Draft Consulting Services Agreement for City Planner Services between City of Ione and DeNovo Planning Group - At the request of the Council at their meeting on November 3, the City Manager added:

- DeNovo will update all land use applicants on a weekly basis regarding their application status from the time their application is submitted until it is completed
- DeNovo will attend regularly scheduled Community Development Meetings

The City Manager did add the following as requested by the Council:

- Add Beth Thompson as our City Planner
- Return phone calls and e-mails within 24 hours or 48 hours

Staff will bring this item back at the next Council meeting with the two additional items.

5. Agreement between Amador County and the City of Ione Regarding Reimbursement of Eligible Expenses for a Back-up Generator for E.B. Hall

Motion: It was moved by Councilmember Epperson, seconded by Councilmember Atlan and carried to approve agreement with Amador County for reimbursement of eligible expenses for a Back-Up Generator for E. B. Hall

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

City of Ione Propane Tank

ABSENT: None

ABSTAIN: None

6. Agreement between Amador County and the City of Ione Regarding Reimbursement for Eligible Fire Department Expenses related to COVID-19

Motion: It was moved by Councilmember Reed, seconded by Vice Mayor Rhoades and carried to approve agreement with Amador County for reimbursement of eligible expenses for Fire Department expenses related to COVID-10

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSENT: None

ABSTAIN: None

7. Draft letter to Amador County Board of Supervisors related to receiving an update on the Mule Creek State Prison Sewage and Storm Water Discussion – At the request of the City Council, Mayor Diane Wratten prepared a letter to the Board of Supervisors asking them to make a presentation to the City Council related to discussions occurring between the County and Mule Creek State Prison concerning the continued discharges of raw sewage and storm water contaminated by raw sewage from Mule Creek State Prison into Mule Creek.

Oral Custer commented that this issue needs the attention of the top officials for the State that this has been an issue for a long time and they need to address the situation.

Jack Mitchell, Publisher of the Ledger Dispatch and resident of Ione has spent two years researching this issue and discussed his findings with the Council. Mr. Mitchell did suggest that the United States Environmental Protection Agency should be included in the letters the Council is sending.

Council directed staff to send letters to United States Environmental Protection Agency, State Water Resources Control Board, Central Valley Regional Water Control Board, California Sportfishing Protection Alliance, Mule Creek State Prison, California Department of Corrections and Rehabilitation, Governor Gavin Newsom, Assembly Member Frank Bigelow and Senator Andreas Borgeas.

8. Award of Castle Oaks Landscape Maintenance Contract to EcoUrban Landscapes
Motion: It was moved by Councilmember Epperson, seconded by Councilmember Reed and carried to award the Landscape Maintenance Contract for Castle Oaks to EcoUrban Landscapes

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSENT: None

ABSTAIN: None

9. Discussion of Sidewalk to Howard Park through the Ione Elementary School Property- There was discussion by the Council on the following:
- Solid surface so it will be ADA accessible
 - Removal of the rubber chips on the pathway

City of Ione Propane Tank

- Discussion with School District on their plans for the pathway
- Refer to Park & Recreation Commission for their input

10. Appointment to Creek Committee (1) and Planning Commission (2) by Mayor Diane Wratten and Confirmed by City Council:

The following applications were received for the Creek Committee:

- Bette Rhoades
- Frank Vargas

The following applications were received for the Planning Commission:

- Larry Rhoades
- Rodney Plamondon
- Joe Wylie
- Gerald Pezzi
- Laurie Lord

The Mayor Diane Wratten recommended Frank Vargas be appointed to the Creek Committee and Joe Wyle and Rodney Plamondon be appointed to the Planning Commission. Council confirmed the appointments.

11. Discussion and Approval of Appointment of Interim City Manager – City Attorney Dave Prentice explained that the current City Manager, Jon Hanken will be retiring at the end of December. However, Mr. Hanken is taking his accrued vacation effective November 19, 2020 until December 31, 2020. Since the agreement for a new City Manager will not be approved until December 1, 2020, it is necessary to bridge the gap in management.

Motion: It was moved by Councilmember Epperson, seconded by Vice Mayor Rhoades and carried to appoint Lori McGraw as Interim City Manager/Finance Director.

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSENT: None

ABSTAIN: None

I. **CLOSED SESSION:** Council convened to Closed Session to discuss the following:

- Pursuant to California Government Code 54957; Evaluation-Finance Manager

J. **DISPOSITION OF CLOSED SESSION:** Council reconvened to Open Session and Mayor Wratten announced that direction was given to staff on the following:

- Pursuant to California Government Code 54957; Evaluation-Finance Manager

K. **ADJOURNMENT:**

It was moved by Councilmember Reed, seconded by Councilmember Epperson and carried to adjourn.

Respectfully submitted,

Janice Traverso, City Clerk

Appendix E

City of Ione Building Permit Application



City of IONE BUILDING PERMIT APPLICATION FORM

CITY USE ONLY

Application No: _____ Receipt No: _____ Date submitted: _____ Rec'd by: _____ Deposit: _____

Applicant: Fill in applicable areas; please print clearly

Applicant is (check one): _____ Type of Building Permit (check one): _____

Owner: <u>Ray Ryan</u> Contractor: <u>Short Circuit Electric Inc.</u> Architect/Designer: _____ Other: _____	New Construction (\$500 deposit) _____ Addition to new structure (\$250 deposit) _____ Tenant Improvements (\$100 deposit) _____ New Roof (no deposit) _____
---	---

Note: Funds provided with application are a deposit paid towards a final fee that is calculated based on the valuation of work.

PROJECT INFORMATION

Applicant: Short Circuit Electric

Assessor's Parcel Number: 004-130-013-000

Project Address/Location: 600 S Church Street Ione, CA. 95640

Lot #/Suite or Space #: _____

Project Type (check appropriate item): _____ Commercial ☒ Residential _____

Permit Type(s) (check appropriate items): Bldg ☐ Mech ☐ Plumb ☐ Elect ☒

Project Description: (submit separate attachment if necessary) Generator Install, Wire, Trenching, Etc.

Project Valuation: \$ 74376.70 Const. Type: _____ Occupancy: _____

Existing Use: _____ Proposed Use: _____

Comm. Sq. Ftg. Office: _____ Retail: _____ Warehouse: _____ Other: _____

Res. Sq. Ftg. Total Sq. Ftg. _____ Dwelling: _____ Gar: _____ # of cars: _____

Patio/Porch: _____ Deck: _____

CITY USE ONLY Applicant submitted the following items:

☐ Plans, 4 copies
 ☐ Site Plan, 4 copies
 ☐ Energy Calculations
 ☐ Mandatory Energy Check List
☐ Business License Application
 ☐ Engineered Calcs for _____
☐ Building Heat Loss Calculations
 ☐ Engineered _____ Truss Calcs
☐ Contractor's Worker Comp Ins. Certificate
 (Other) _____

Permit No: _____ Date Issued: _____

Project Valuation _____ Plan Check Fee _____ Permit Fee _____

Worker's Comp Verified ☐ Certificate ☐ Exempt

1 EAST MAIN STREET // P.O. BOX 398 // IONE, CA 95640 // 209.274.2412

1

City of Ione Building Permit Application

I hereby affirm that I am licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

LICENSE CLASS C10

LICENSE NUMBER: 340818

DATE 07/12/2020

CONTRACTOR Short Circuit Electric

I hereby affirm that I am exempt from the Contractor's License Law for the following reason (Sec. 7031.5, Business and Professions Code): Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he is licensed pursuant to the provisions of the Contractor's License Law [Chapter 9 [commencing with Section 7000] of Division 3 of the Business and Professions Code] or that he is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by an applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars [\$500].):

____, I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he did not build or improve for the purpose of sale).

_____, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor[s] licensed pursuant to the Contractor's License Law.).

 I am exempt under Sec. , B. & P.C. for this reason:

DATE 11/30/20

OWNER

I hereby affirm that I have a certificate of consent to self-insure, or a certificate for a Worker's Compensation Insurance, or a certified copy thereof (Sec. 3800, Lab. C.)

POLICY NO. 9128949-2019

COMPANY Short Circuit Electric

____ Certified copy is hereby furnished.

____ Certified copy is filed with the county building inspection department or county _____ departments

DATE 01/2020

APPLICANT

(This section need not be completed if the permit is one hundred dollars [\$100] or less.)

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of California.

DATE 11/30/20

APPLICANT

NOTICE TO THE APPLICANT: If, after making this Certificate of Exemption, you should become subject to the Worker's Compensation provisions of the Labor Code, you must forthwith comply with such provisions or this permit shall be deemed revoked.

I hereby affirm that there is a construction lending agency for the performance of the work for which this permit is issued [Sec. 3097, Civ. C.).

LENDER'S NAME

LENDER'S ADDRESS

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this county to enter upon the above-mentioned property for inspection purposes.

Signature of Applicant or Agent

Date _____

City of Ione Propane Tank



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 340816

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (BAP 7124.4). If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (BAP 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 12/4/2020 11:16:14 AM

Business Information

SHORT CIRCUIT ELECTRIC INC
P O BOX 38
PLYMOUTH, CA 96399
Business Phone Number (209) 245-3289

Entity	Corporation
Issue Date	08/15/1977
Reissue Date	02/17/2011
Expire Date	02/28/2021

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100153756
Bond Amount: \$15,000
Effective Date: 01/01/2016
[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying individual number 60996825 for DAVID BRYAN GILMORE in the amount of \$12,500 with WESTERN SURETY COMPANY.

Effective Date: 06/01/2020
[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the NORGUARD INSURANCE COMPANY

Policy Number: SHWC195637

Effective Date: 05/01/2020

Expire Date: 05/01/2021

[Workers' Compensation History](#)

Miscellaneous Information

- 02/17/2011 - LICENSE REISSUED TO ANOTHER ENTITY

Office

- Personnel listed on this license (current or disassociated) are listed on other licenses.

[Back to Top](#)

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[Accessibility](#)

City of Ione Propane Tank

Appendix F

CITY OF IONE
1 MAIN STREET
P.O. BOX 398
IONE, CA 95640

ORIGINAL



Electrical Permit
Permit Number: 1211

Page 1 of 3
 Printed: December 28, 2020

Applicant

Name: SHORT CIRCUIT ELECTRIC
Address: P.O. BOX 38
 PLYMOUTH, CA 95699
Phone:

Received Date: 11/30/2020
Approved Date: 12/28/2020

Parcel

Parcel Number: 005-130-047
Address: 600 S Church St.
Section: **Township:** **Block:** **Zoning:** Ione, CA 95640
Addition: **Range:**
Legal Description: **Lot(s):**

Owners

Name: City of Ione
Address: 600 S Church St.
 Ione, CA 95640
Phone:
Fax:
Email:

Contractors

Contractor Type: C-10 Electrical
Name: Short Circuit Electric Inc
Address: P.O. Box 38
Phone: 209-245-3269
 PLYMOUTH, CA 95699

Fees and Receipts:

Account	Fee	Description	Amount
1111-00-2120-0026	Building Standards Administration Special Revolving Fund Health and Safety Code 18931.6 & .7		\$3.00
1111-45-4221	Electrical Inspections 2 Inspections		\$385.00
1111-45-4221	PLUMBING INSTALLATIONS / standalone exposed work / no concealment	1 inspection: final	\$165.00
1111-45-4621	REVIEW NOT SPECIFIED ABOVE Commercial		\$743.76
Total Fees:			\$1,296.76

Total Receipts:
Balance:

\$1,296.76
\$0.00

City of Ione Propane Tank

Description

Structure Use: Commercial

Project Description: GENERATOR INSTALL, WIRE, TRENCHING, etc. NOTE: FIRE DEPARTMENT TO BE CONTACTED FOR FINAL APPROVAL PRIOR TO BUILDING DEPARTMENT FINAL.

Construction Value: 74376

Floor Areas

Living Space:

Basement/Storage:

Garage:

Decks:

Porches:

Other:

Total Area:

Impervious Surfaces

House:

Garage:

Driveways:

Porch/Walk:

Other:

Total:

Structure Area:

Site Area:

Percentage of Site:

Conditions

Date: 17 December 2020

Status: APPROVED

Code: 2019

Conditions of Approval: Fire Department

Condition Comments: FIRE DEPARTMENT TO BE CONTACTED FOR FINAL APPROVAL PRIOR TO BUILDING DEPARTMENT FINAL.

Conditions of Approval: Curtis Ryan

Condition Comments:

Conditions of Approval: Planning Department

Condition Comments:

Conditions of Approval: Curtis Ryan

Condition Comments:

Notes

FIRE DEPARTMENT TO BE CONTACTED FOR FINAL APPROVAL PRIOR TO BUILDING DEPARTMENT FINAL.

Permit expires if work is not commenced within 180 days or if work is suspended more than 180 days.

WHEN VALIDATED THIS APPLICATION IS YOUR PERMIT.

VALIDATED 17 December 2020

RECEIPT NO. 1144

Building Inspector Curtis W. Ryan

City of Ione Propane Tank

I hereby acknowledge that I have read this application and state that the information given is correct. I agree to comply with all City ordinances and State laws relating to building construction. I certify that I am the legal owner of the property, or an agent or contractor authorized to sign.

Authorized Agent _____

emailed all documents

City of Ione Propane Tank

Appendix G

iWorQ



PERMIT/PLAN SUBMITTAL ROUTING SHEET Return to Building Department When Complete

Project Address: 600 S CHURCH ST / Evelyn Bishop Hall Permit #: 1211

Applicant/Owner Name: SHORT CIRCUIT ELECTRIC Phone/Email: PWOOLSEY@SHORTCE.COM

Project Description: GENERATOR INSTALL, WIRE, TRENCHING, etc..

Plan Check 1 ☐ Plan Check 2 ☐ Plan Check 3 ☐ Plan Check 4 ☐

	Reviewed By:	Date:	Approved:	Rejected:	\$ Fees:
Building			☐	☐	
Date Routed:	Comments:				

Engineering			☐	☐	
Date Routed:	Comments:				

Fire			☒	☐	
Date Routed: <u>11-30-20</u>	Comments: <u>NO Plan Signs Around Propane tank</u> <u>(1) extinguisher (2) Shut off valve (4)</u>				

NOTE: The Propane Tank is greater than 20' to the Property Line.

Planning			☐	☐	
Date Routed:	Comments:				

Public Works			☐	☐	
Date Routed:	Comments:				

Environmental Health			☐	☐	
Comments:					

Police			☐	☐	
Comments:					

<https://www.iworq.net/...Pages/popupEditLetter.php?sid=15GMM15Y33W8F8WQG28H44H4JP600&id=14432949&letterlinkid=7403895>[11/30/2020 12:48:46 PM]



City of Ione Propane Tank

Appendix I



KAMPS RETAIL CONSUMER VAPOR AGREEMENT

Account # 154751 - 4

DATE: 9/16/20

BUSINESS: ☐ Security Agreement ☐ Kamps Net Investment
☐ Personal Guarantee (attach Form CR001)

Customer Name CITY OF IONE (Full Legal Name) 2nd Customer Name _____
 Billing Address PO BOX 398 City IONE State CA Zip 95640
 Delivery Address 600 SOUTH CHURCH ST City IONE State CA Zip 95640
(if different than billing address)
 Previous Address N/A EVELYN BISHOP HALL City _____ State _____ Zip _____
(if less than 5 years at current address)

Telephone / Cell Phone 209-274-2412 Fax _____ Email Address _____

IF A BUSINESS COMPLETE THE FOLLOWING SECTION:

TYPE OF BUSINESS: ☐ Corp. ☐ Partner ☐ Sole Prop.

Owner, Shareholder(s), Partner(s) or Member(s):

1) _____	2) _____
3) _____	4) _____

S.S. No. of Owner(s), Shareholder(s), Partner(s) or Member(s) Ownership %:

1) _____	2) _____
3) _____	4) _____

Parent Company (if applicable): _____ Federal ID No. _____

Signature required on delivery: ☐ YES ☒ NO Term of this agreement is: 2 Year(s)

Routed Delivery: ☒ YES ☐ NO Paperless Billing: ☐ YES ☐ NO Senior Citizen: ☐ YES ☐ NO

EQUIPMENT - Kamps will for the term provide to customer the following tank(s) and equipment:

Serial #	Size	Description	Location
<u>U-99346</u>	1000	LPG TANK	600 S CHURCH ST, IONE EVELYN BISHOP HALL - GEN
		PIGTAIL	600 S CHURCH ST, IONE EVELYN BISHOP HALL - GEN
		REGULATOR	600 S CHURCH ST, IONE EVELYN BISHOP HALL - GEN
		BLOCKS	600 S CHURCH ST, IONE EVELYN BISHOP HALL - GEN

SMART Reader Type	GM - ID #	DM - ID #	Location

A Service Fee of \$ 0.00 paid in advance to Kamps. This fee will be billed ☐ Annually ☐ Quarterly ☐ Monthly ☐ Paid by indirect.

Should a security deposit be required the deposit is refundable within 45 days of termination. This deposit is non interest bearing.

FOR OFFICIAL USE ONLY

EMP NAME LORIE J TYP 2 CREDIT DAYS 30 USD 30 DPC 8

TXC CODE 15 PRO 1 CREDIT LIMIT 99 SAL 99 DIV 7

CREDIT SCORE: N/A DATE RAN: _____ APPROVED ☒ DENIED ☐ BY EMP [Signature]

Security Deposit Required _____ Additional Approval Requirements: _____

OP-100 Vapor (01/00) THIS AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE Signature required on back

City of Ione Propane Tank

TERMS AND CONDITIONS

Products, Services, and Fees. Customer is a purveyor of business regarding or existing services from Kamps. "Services" means liquid propane (LP) gas delivery, equipment installation, replacement, rental, removal and Kamps delivered inspection and maintenance services.

Duties and Maintenance of Customer's Equipment. "Equipment" means liquid propane tanks, regulators, meters and all related equipment. When applicable, Kamps will install Kamps's Equipment and connect it to Customer's Equipment, at Kamps cost. Equipment installation, rental, repair, replacement, inspection and maintenance charges, if any, will be assessed to and paid by Customer. In the event that the Equipment is owned by Customer, Kamps shall deliver the terms of this Agreement, rent Customer's Equipment, provided that Customer's Equipment is safe, in good working order and repair and complete with all applicable labeling and safety codes. If Kamps determines that Customer's Equipment is not in safe and good working order and repair, Customer shall either, at its sole cost, (1) have Kamps repair Customer's Equipment, or (2) purchase new Equipment. In the event that Customer fails to repair or purchase, Kamps shall have the right to cancel this agreement. Invoices for the Equipment purchased or repaired are due in full on delivery or completion. Except as otherwise specifically provided herein, Kamps accepts responsibility for Customer's equipment, and Customer shall indemnify and hold Kamps harmless from any and all claims associated with Customer's equipment to the extent provided by law.

Term & Termination. The term of this agreement is set forth on the first page. At the end of the term, this agreement will automatically renew for a like period unless either party gives the other 30 days written notice prior to expiration. If Customer does not within one (1) year from the date of the Agreement, and annually thereafter, purchase 1.5 times the amount of gas that the LP tank(s) deliver(s) provided for Kamps or owned by Customer, will have Kamps may, at its sole or all of the following (1) terminate this Agreement, (2) reduce the quantity of Customer's equipment, or (3) charge Customer double the posted Kamps service fee amount.

Location, Access and Delivery. Customer shall provide at all times suitable physical access to the Equipment, including roads and/or bridges that will support the weight of Kamps delivery trucks and equipment. Kamps shall have the right to select the route location of its Equipment as well as to relocate the Equipment for safety and ease of access reasons, at Customer's cost. Kamps, its agents, or subsidiaries may, without notice, enter Customer's premises at anytime to install meters, inspect, repair, maintain and remove Kamps LP gas and Equipment, without liability for trespass or damage incurred thereby. Customer agrees to indemnify, defend and hold harmless Kamps against all claims and expenses arising out of any breach of this Section.

Underground Facilities. Customer is responsible for obtaining Kamps of underground facilities, on the property on which the Equipment is located by providing a detailed drawing indicating location of same. Customer shall be liable for any damage to underground facilities not disclosed on such drawing.

Supplier Title to LP Product/LP Fuel Price. Customer agrees that Kamps shall be the sole supplier of all LP gas placed in Equipment during the term of this Agreement. Kamps shall deliver LP gas to the Equipment located at Customer's site. Title in the LP gas shall pass to Customer upon transportation and passage into Customer's pipeline. Customer purchases only the reported gas that Customer's resources (at the LP Fuel Price) measured in US Gallons at the time of delivery. The LP Fuel Price shall be the Kamps posted price per US Gallon as of the date of delivery, unless otherwise specified in writing. Sales tax and all other applicable taxes shall be charged to Customer unless, as to the sales tax, the LP gas is purchased for resale and Customer certifies to Kamps proper exemption certificate where sales tax exemption is claimed on any or all LP products sold hereunder.

Incidental Material Fee. In recognition of the ongoing costs incurred by Kamps in complying with the law and regulations associated with the providing of Services, Customer agrees to pay a fee for material handled for on every delivery of LP Gas to Customer's location. The fee for material handled for on the Kamps posted material handled charge as of the date of delivery. The fee for material handled for on does not represent a fee for the cost to be incurred by any governmental authority, and Kamps will retain the entirety of the fee.

Payment Terms. Kamps will pay full Customer on delivery for LP gas. Customer shall pay all assessed fees (including Hazard Fee, Service Fee, delivery and tank rental fees) no later than thirty days from the invoice date. Payments shall be due 15 days from the date of the invoice, and payable within 30 days after the date of the invoice. Payments are paid due if Kamps does not receive them within 30 days of the invoice date. Any past due invoice payments will accrue interest at a rate of one and one-half percent (1 1/2%) per month, or the highest rate allowed by applicable law, whichever is lower, and Customer shall pay all collection costs incurred by Kamps (including, without limitation, reasonable attorney's fees). All rates paid shall be credited first against Customer's oldest invoice then against Customer's other invoices in ascending order. If at any time Customer shall fail to make payment due hereunder or if at any time during the term hereof Customer's credit shall, for any reason, be deemed unsatisfactory by Kamps, Kamps (in addition to any other right or remedies of Kamps) shall have the right to require payment in cash prior to each delivery or to discontinue additional deliveries until such payment has been made, or to terminate this Agreement.

Disputed Invoices. If Customer, in good faith, disputes any portion of a monthly invoice, Customer must submit to Kamps, within ten (10) days following receipt of the invoice, written documentation identifying and substantiating the disputed amount. If Customer does not submit a dispute within ten (10) days following receipt of an invoice, Customer will have waived its right to dispute the invoice.

Risk of Loss & Indemnity. Customer assumes all risk of loss, theft and damage of and to the Equipment from any cause, except for a cause solely attributable to Kamps. Customer shall, at its sole expense, insure the Equipment for the full replacement cost value of the Equipment without deduction for depreciation against loss, theft, damage or destruction by a standard above insurance policy. Customer shall also maintain, at its cost, comprehensive general liability insurance and property damage insurance, in amounts satisfactory to Kamps, to insure against injury or death to persons and loss or damage to property arising out of the operation, maintenance, possession, use or failure to use any of the Equipment. In the event that Customer fails to obtain or maintain the required insurance, Kamps may, but is not obligated, to order such insurance and charge the cost thereof to Customer.

Destruction of Property. Destruction, while or partial, or damage to the Equipment does not release Customer from the obligation to pay Kamps' replacement fee.

Ownership of Kamps Equipment. The Equipment, except for that equipment purchased and owned by Customer and rented to Kamps, shall at all times remain the property of Kamps notwithstanding its attachment or affixation to any real property. Customer will at all times protect and defend at its own cost and expense the ownership of Kamps equipment against all claims, liens and processes, if requested by Kamps. Customer shall return and deliver to Kamps a value of at least as in Kamps equipment hereunder associated in behalf of Customer's indebtedness, and any claims or losses of Customer. Customer agrees not to transfer, sell, alter or remove any Kamps identifying device affixed to the Equipment and if provided with details by Kamps, Customer shall affix the name to the Equipment further. Customer hereby authorizes Kamps of Kamps location, in its financing statements, or any combination thereof, including the filing of liens, financing statements to evidence Kamps' ownership of Kamps Equipment in accordance with the Uniform Commercial Code. Kamps is expressly appointed Customer's attorney in fact for the purpose of recording any and all such financing statements. In addition, Customer shall execute and deliver to Kamps such documents as Kamps shall reasonably request in order to evidence Kamps' ownership of said equipment. Customer shall not move Kamps equipment from the installation site without the prior written approval of Kamps.

Customer Use and Compliance with Laws. Customer shall comply with all laws, ordinances and regulations relating to use and operation of LP gas or the Equipment. Customer agrees not to misuse, perform maintenance, connect, modify, disconnect or otherwise tamper with the Equipment or permit anyone other than an employee, contractor or agent of Kamps to do so. Customer shall remove and hold Kamps harmless from any damage or liability, whether or directly related to or arising from any such activity.

Assignment or Change in Customer's Equipment Location. No less than 60 days prior to an anticipated move, Customer must request in writing authorization from Kamps to assign this Agreement or change its delivery location. This Agreement may not be assigned nor the location of delivery changed without the prior written consent of Kamps. Customer shall remain responsible for all charges imposed against Customer's account until Kamps accepts said transfer and/or assignment in writing. Prior to the approved assignment or transfer, Customer shall pay its account in full. No final account, service fees, prepaid tank or equipment rental fees, if any, shall be returned. On assignment transfer or assignment, any gas remaining in the tank(s) shall be credited to Customer's account at the price per gallon of Customer's last purchase price less a 20% recycling fee.

Default. If Customer shall (a) fail to pay or make payment of any sum to Kamps when due, (b) default in the performance of any other provision herein, (c) cause a petition for bankruptcy to be filed either voluntarily or involuntarily, or (d) Customer attempts to sell, transfer, reassign, sublet, or part with possession of any of Kamps equipment or LP Gas in Customer's Equipment, then, in addition to all other remedies available to Kamps at law or equity, or under other provisions of this Agreement and not in limitation thereof, Kamps may do any or all of the following: (a) resume performance of any obligation under this Agreement or any other agreement, (b) require Customer to assemble Kamps equipment and deliver said equipment at Customer's expense, at such place designated by Kamps, and (c) write Customer's premises, where the Equipment may be located, to be leased to be by Kamps, and repossess the Equipment, decommissioning and repurposing it from any other property, using all means permitted by law. Upon default, Customer expressly assigns all rights to possession of Kamps gas, and Equipment.

Attorneys Fees and Costs, Etc. Should any legal proceeding be instituted by Kamps, to recover any monies due to it hereunder, then hereunder, action to enforce performance of any of its terms, or appeal to Customer's bankruptcy court, Customer shall pay all expenses incurred by Kamps in connection with attempting to enforce Kamps' rights, powers and remedies hereunder conferred, or not, or hereunder existing at law or in equity or in attempting to collect monies due to it hereunder, and under this agreement, including reasonable attorney's fees and costs. This is of the essence of this Agreement.

Indemnification and Limitation on Liability. KAMPS SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND OR NATURE RESULTING FROM FAILURE TO DELIVER LP GAS TO CUSTOMER AND/OR FAILURE TO INSTALL OR REPAIR EQUIPMENT FOR ANY REASON. EXCEPT FOR LOSS OR DAMAGE CAUSED BY THE GROSS NEGLIGENCE OR DELIBERATE ACTS OF KAMPS EMPLOYEES, CONTRACTORS OR AGENTS, CUSTOMER ASSUMES ALL RISK AND LIABILITIES ENVIRONMENT RELATED TO OR ARISING FROM POSSIBLE LEAKS, SPILLS, DAMAGE, REPAIR OR USE OF THE LP PROpane GAS OR EQUIPMENT. TO THE EXTENT PERMITTED BY LAW, CUSTOMER HEREBY INDEMNIFIES AND RELEASES KAMPS HARMLESS FROM AND AGAINST ALL LIABILITIES, CLAIMS AND EXPENSES RELATED TO OR ARISING FROM THE USE, MAINTENANCE OR REPAIR OF THE LP GAS, KAMPS EQUIPMENT OR CUSTOMER'S EQUIPMENT.

Arbitration and Venue. This Agreement shall be governed and construed in accordance with the laws of California excluding its conflict and choice of law rules. This section agrees that resolution of all major obligations shall be performed in San Joaquin County, California and venue is set forth to arbitrate the terms of this Agreement shall be in San Joaquin County, California.

Notwithstanding. This Agreement constitutes the entire agreement between Customer and Kamps with respect to the subject matter. No waiver, modification or amendment of any of its terms and conditions hereof shall be effective unless set forth in writing and signed by Kamps and Customer. In the event that any term or condition of this Agreement is determined to be contrary to law or unenforceable for any reason whatsoever, such determination shall not in any way affect the validity or enforceability of any other term or condition hereof. This Agreement shall survive to just what be binding upon the parties hereto, their successors and assigns, provided, however that Customer shall not assign this Agreement without the prior written consent of Kamps. Customer warrants and represents and Kamps may rely thereon that its representation executing this Agreement is authorized to do so by Customer.

Authorization to Check Credit. The information provided to Kamps on this application by the Customer and any other information provided to Kamps is warranted to be accurate, complete and true. Kamps is authorized to conduct a credit check and Customer understands that failure of service is contingent upon approval credit.

Customer Authorized Signature(s) Title

X David W. Kleber

Kamps Program, Inc.

By Steve Jacobson
Title Service Technician

Printed Name:

City of Ione Propane Tank

ADDENDUM TO KAMPS RETAIL CONSUMER VAPOR AGREEMENT [STAND-BY GENERATOR]

Date:

Customer Name: CITY OF IONE

Delivery Address: 600 SOUTH CHURCH ST., IONE

Account #: 154751-4

1. This Addendum To Kamps Retail Consumer Vapor Agreement [Stand-By Generator] ("**Addendum**") amends the Kamps Retail Consumer Vapor Agreement ("**Agreement**") by and between Kamps and Customer, and any other agreement by and between Kamps and Customer for the purchase and sale of liquefied petroleum gas ("**LP**") gas.

2. Customer desires to rent from Kamps Equipment to store and deliver LP gas to Customer's stand-by generator ("**Generator**") located at the Delivery Address listed above. The Generator is not the property of Kamps, and Kamps makes no representation or warranty regarding its use, capacity, performance, or any attribute whatsoever.

3. Customer understand and agrees Kamps will not be liable to Customer, and Customer waives all claims against Kamps, for any damage to Customer, to Customer's property, or to any other person or property, arising from or related to Kamps failure at any time to supply LP gas to Customer. Customer understands and agrees this waiver includes, but is not limited to, Kamps' failure or inability for any reason to fill one or more LP tanks used to provide LP gas to the Generator, and all resulting losses, included without limitation, no available backup electrical service to Customer or Customer's property, or both.

4. Customer promises, at its sole cost and expense, to install, use, and maintain the Generator according to all applicable building codes, laws, rules, regulations, and ordinances of all government authorities having jurisdiction. Customer agrees to indemnify, defend, protect, and hold harmless Kamps from and against all liabilities, claims, losses, expenses, demands, recovers, settlements, lawsuits, fees, and fines incurred by Kamps, known or unknown, contingent or otherwise, directly or indirectly arising from or related to the acts or omissions of Customer, its contractors, agents, and invitees, with respect to the ownership, installation, use, maintenance, repair, or replacement, of the Generator and the equipment ancillary to the Generator.

5. The Agreement and this Addendum are to be interpreted as a whole and so as to give meaning to each and every term thereof. Capitalized terms used but not defined in this Addendum have the meaning given to them in the Agreement.

Customer Signature(s):



Printed Name: TODD WAKLEE

Printed Name: _____

Kamps Propane, Inc.

By: _____

Printed Name: Gene Kamps

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AMADOR COUNTY VETERAN SERVICES

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Authority

California Penal Code section 925 states, “The Grand Jury shall investigate and report on the operations, accounts, and records of the officers, departments, or functions of the county including those operations, accounts, and records of any legislative district or other district in the county.”

Summary

The 2022-2023 Amador County Civil Grand Jury (Grand Jury) conducted an investigation into Amador County Veteran Services after receiving complaints about housing conditions and disrespectful treatment of veterans. However, because the facilities at issue are not managed by the Amador County Veteran Services or other local governmental agencies, and are instead managed privately by non-profit agencies, the Grand Jury has no oversight of the facilities. Accordingly, the Grand Jury’s focus was limited to an evaluation of the Amador County Veteran Services, which provides information and assistance to veterans and processes claims for veterans.

The Grand Jury was impressed with County Veteran Services staff and their ability to process benefit claims. However, the County website needs updating with links to more services. We believe better marketing of County Veteran Services could lead to more veterans receiving services and more funds from the California Department of Veteran Affairs, which pays Amador County every time a claim is filed through the County and provides additional funding when a claim is accepted. Better marketing efforts could also help offset the effect of incorrect listings of the Veteran Services phone number in local phone books. The Ledger Dispatch assisted in developing a sample advertisement that can be used to market the County’s Veteran Services.

Members of the public expressed concern over Veterans’ ability to get to and from doctor’s appointments. The Grand Jury determined that the van service is adequate, but that more volunteer drivers could improve the service further.

Background

The Grand Jury began an investigation into Veteran Services after receiving several complaints regarding housing conditions and disrespectful treatment of veterans. However, the Grand Jury determined that both of the operations cited were not under Grand Jury purview. The Grand Jury reviewed several other county Veteran Services websites and determined that the Amador County website is lacking links to services that may be beneficial to local veterans. The Grand Jury also discovered that local phone books, both the Amador County and Volcano Telephone books, list the Amador County Veteran Services telephone number incorrectly.

Methodology

The Grand Jury reviewed the following websites and documents:

- Prior Amador County Civil Grand Jury Reports
- Amador County Website (amadorgov.org)
- Calaveras County Website (calaverasgov.us)

Amador County Veteran Services

- Tuolumne County Website (tuolumnecounty.ca.gov)
- San Joaquin County Website (sjgov.org)
- Sacramento County Website (saccounty.gov)
- Amador County Telephone Directory
- Volcano Telephone Directory
- California Dept. of Veteran Affairs General Fund Local Assistance for County Veteran Services Offices 2021-22
- California Dept. of Veteran Affairs Veteran Services Division Subvention

The Grand Jury conducted several interviews with Amador County associates and veterans.

Discussion

As part of its investigation, the Grand Jury reviewed the Amador County website and specifically the Veteran Services page (See Appendix A) and found it to be inferior to similar pages from neighboring counties. Specifically, all other Veteran Services County pages (See Appendix B-E) had links to important services for veterans. The Grand Jury also discovered that incorrect information is listed in local phone books for Veteran Services (See Appendices I and J).

Findings

F1: The Veteran Services page of the Amador County website has little information.

F2: The services that Terry Sanders provides to Veterans is invaluable, but not widely known among local veterans with whom we spoke.

F3: Amador County receives funding from the California Department of Veteran Affairs for every claim that is filed and receives additional funding if the claim is accepted (See Appendix G).

F4: The Volcano Telephone and Amador County phone directories both have a disconnected phone number listed for Veteran Services.

Recommendations

R1: The Grand Jury recommends the County website be updated with the most commonly used links to Veteran Services. These links would enable veterans to reach services while they wait for local staff assistance. These should include Benefit Fact Sheets- Agent Orange.pdf, Burial and Plot Interment Allowance.pdf, Burial Benefits.pdf, Calvet Fee Waiver.pdf, Calvet Home Loan.pdf and CHAMPVA Benefits.pdf, Commissary Card.pdf, DMV Registration Exempt DV Plate.pdf, Employment.pdf, Fishing and Hunting License.pdf, Honor Guard.pdf, Incarcerated Veterans.pdf, TRICARE.pdf, VA Compensation Claim.pdf, VA Debt Management.pdf, VA Dependent no Indemnity Compensation.pdf, VV Loan.pdf and VSD001.pdf. Links and information should also be provided for Clinics, Medical Facilities, Veterans Associations and CalVet services.

Amador County Veteran Services

R2: The Grand Jury recommends that the County consider marketing Amador County Veteran Services with regular local and social media advertising. A sample proposed advertisement follows (See Appendix H).

R3: The Grand Jury recommends that a portion of the funds received from the California Department of Veteran Affairs be used to market Amador County staff services. Better marketing should result in more Veterans seeking and receiving benefits, and it should result in receipt of more funds from the California Department of Veteran Services to Amador County (See Appendix F and G).

R4: The Grand Jury recommends that County staff coordinate with telephone directories to update the phone numbers for Veteran Services. Both the Volcano Telephone and the Amador County telephone directories have old, disconnected phone numbers listed, and both were published April 2023.

Required Responses

Responses to findings and Recommendations in the report are required by law in accordance with California Penal Code section 933(c)

From the following governing board:

Amador County Board of Supervisors is required to respond no later than 90 days after the Grand Jury submits a Final Report.

Address Responses To:

The Presiding Judge-Amador County Superior Court
500 Argonaut Lane
Jackson, CA 95642

Amador County Civil Grand Jury
P.O. Box 249
Jackson, CA 95642.

Appendix:

A – Amador County Website (amadorgov.org)

B – Sacramento County Website (saccounty.gov)

C – Tuolumne County Website (tuolumnecounty.ca.gov)

D – San Joaquin County Website (sjgov.org)

E – Calaveras County Website (calaverasgov.us)

Amador County Veteran Services

F – California Department of Veteran Affairs Veteran Services Division Subvention

G – California Department of Veteran Affairs General Fund Local Assistance for County Veteran
Services Offices 2021-22

H – Advertisement for Veterans Services

I – Amador County Telephone Directory

J – Volcano Telephone Directory

Appendix A


AMADOR COUNTY
 CALIFORNIA

[Open Jobs](#)
[Contact Us](#)
[SB272](#)
[Translate](#)

[ABOUT](#)
[GOVERNMENT](#)
[DEPARTMENTS](#)
[SERVICES](#)
[RESIDENTS](#)
[VISITORS](#)
[BUSINESS](#)
[HOW DO I...](#)

[Veterans Services](#)

[Services](#)
[Useful Contact Information](#)
[Online Resources for Veterans](#)

[Services »](#)

Veterans Services

[Print](#)
[Share & Bookmark](#)
 Font Size: [+](#) [-](#)

Striving to give back to those who have given so much for this country, the Department of Veterans Services promotes veterans' rights, issues, and access to services and benefits. It works in association with community organizations, local, state, and federal agencies to identify and obtain benefits for all veterans and their families.

Veteran Services

We strive to be an agency that is well trusted both from within, as well as outside the community to provide clear, accurate, and timely information and assistance concerning veterans' services and benefits. To be an organization that is fully integrated with other benefit delivery programs. Our ultimate aim is to provide the highest quality of service to the veteran community and, thereby, impart a positive image of county government.

Veterans are THE reason this department exists, our common purpose, and our efforts are directed toward meeting their needs. We are open to change and flexible in our attitudes. We believe that respect, integrity, trust, and fairness are the hallmarks of all our interactions. We value a culture where everyone is involved, accountable, respected, and appreciated.

N/A

CONTACT INFORMATION

Address:	Health & Human Services Bldg Veterans Services 10877 Conductor Blvd, Suite 700 Sutter Creek, CA. 95685
Phone:	(209) 223-6476
Fax:	
Email:	Email us!
Business Hours:	Mon-Fri 8 am - 4 pm (Appt Only)

NEWS

FREE GREEN WASTE VOUCHERS FOR THE MONTH OF MAY
Amador Air District will be handing out FREE green waste vouchers for the month of May on Monday, April 24th. Starting at 10am at the Pioneer Veterans Hall in Pioneer. First come first serve. Come by and get your voucher!

SINGLE LANE ROAD CLOSURE

SINGLE LANE EMERGENCY ROAD CLOSURE

[MORE NEWS >](#)

EVENTS

Board of Supervisors Meeting
04/25/2023 9:00 AM - 4:00 PM

Amador County Medical Care Committee (EMCC)
04/26/2023 10:00 AM - 11:00 AM

Transportation and Public Works Committee Meeting
04/26/2023 1:30 PM - 4:30 PM

[MORE EVENTS >](#)

Appendix C

**EMERGENCY ALERTS**

Tuolumne County Emergency Alert Notification System
[Read On...](#)

Create a Website Account - Manage notification subscriptions, save form progress and more.

Website Sign In

Air Pollution Control District +

Behavioral Health +

Medical Facility (TGMF)

Central Sierra Child Support Agency

Public Health +

Social Services +

Veterans Service Office

Home » Government » Health & Human Services » Veterans Service Office

Veterans Service Office

Tuolumne County Veterans Service Office

The Veterans Service Office helps all veterans and their spouses in determining eligibility for various federal and state benefits.



The Veterans Service Office is open Monday-Friday 9 a.m. to 12 p.m. and 1 p.m. to 4 p.m. You may call [533-6280](tel:533-6280) to make an appointment during these business hours.

When visiting the office for an appointment please bring your DD-214/Discharge papers with you to assist the Veterans Service Representatives in determining your eligibility for V.A. benefits.

Brochure

View the Veterans Service Office brochure by clicking [here](#)



Are you looking to start your own business?

Click the picture below to learn about some tools and resources that may be available to you!



Contact Us

Vicki Wilson
Senior Veterans Service Representative
[Email Vicki Wilson](#)

Deb Esque
Veterans Service Officer
[Email Deb Esque](#)

Veterans Service Office

Physical Address
105 Hospital Road
Sonora, CA 95370

Phone: : [209-533-6280](tel:209-533-6280)
Fax: : [209-533-6284](tel:209-533-6284)

Hours
Monday - Friday
9:00 AM - Noon
1:00 PM - 4:00 PM

By appointment only

[Directory](#)

Quick Links

- [California Association of County Veterans Services Officers](#)
- [United States Department of Veterans Affairs](#)
- [California Department of Veterans Affairs](#)
- [National Association of County Veterans Service Officers](#)
- [Social Security Administration Benefits for Wounded](#)

Appendix D



[Home](#) > [Department](#) > [Health Care Services](#) > [Departments](#) > [Veterans' Services](#) > [Home](#)

Veterans Services

[Home](#) [General Information](#) [Programs / Services](#) [Local Veterans Services Organization Meetings](#) [Links of Interest](#)

...Courtesy, respect and sensitivity will be afforded to every veteran and eligible dependent who desires...

All essential services including VA representation and Claims advocacy are being provided by appointment from 9:00 am – 4:00 pm Monday through Thursday.

In-person services are available by appointment only from 9:00 am – 3:00 pm.

Please call us at 209 468-2916 to receive essential services, support, information, and referrals services by appointment.

Please indicate if you have special accommodations or needs when you call. And please continue to monitor our website for updates.

=====

HELPFUL INFORMATION AND UPCOMING EVENTS

=====

[Child Support Informational Flyer](#)

[VA Virtual Town Hall- 12/10/2020 at 1:30 - 2:30 PM](#)

SF

Susan Feighery,
Veterans Services Officer



Veteran's Services Office
105 South San Joaquin Street
First Floor
Stockton, CA 95202

Phone: (209) 468-2916
Fax: (209) 468-2918

Quick Links

Appendix E


Calaveras County

ENHANCED BY Google

MENU



Veteran Services Brian Galicia, Veteran Services Officer Angela Sheble, Veteran Services Representative	MAILING ADDRESS: PO Box 1389 Valley Springs, CA 95252 Email Veteran Services	PHYSICAL ADDRESS: Jenny Lind Memorial Bldg 300 W. Daphne Street Valley Springs, CA 95252 PHONE: (209) 754-6910 FAX: (209) 754-1003	WALK-IN'S: Thursday 9am - 1 pm & 2pm - 4pm BY APPOINTMENT: M, T, W, & F 8:30am - 4:30pm Closed Weekends & Holidays
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The Calaveras County Veterans Services Office (CSVO) is a County office established by the Board of Supervisors of Calaveras County to assist veterans, their dependents and survivors, and the general public in obtaining benefits from federal, state and local agencies administering programs for veterans. Our purpose is to provide advocacy to the veteran community regarding entitlement to federal, state and local benefits and assist in dealings with the Veterans Affairs (VA).

Items of Interest


Crisis De-Escalation Educational Groups
 See Flyer for more information.


Veterans Support Group - Valley Springs
 1st and 3rd Tuesdays of the month from 1:00-2:30 pm.
 Click heading for informational flyer.


CalVet Links & Veterans Associations


Clinics, Medical Facilities & Other Resources

Other Resources


Brainfuse VetNow
 These are just a few of the resources available: Live Veteran Navigator, JobNow, Resume Assistance, Career Resources, Skills-Building & Adult Learning Center.


Follow Us on Facebook


Meeting

Appendix F

County Subvention Program Overview

The County Subvention Program is a General fund program that reimburses counties for a portion of the costs of “presenting and pursuing any claim the veteran may have against the United States Department of Veterans Affairs (USDVA) and in establishing the veteran's right to any privilege, preference, care, or compensation provided for by the laws of the United States or of this state” (Military & Veterans Code 971).

The program consists of 3 revenue sources. The *first* is the State General fund which currently appropriates (\$11 Million). These funds are distributed to each county on a “pro-rata” share based on the number of audited workload units reported for the preceding 6 month period.

The *second* revenue source is the Medi-Cal Cost Avoidance Program, which currently appropriates (\$838,000) and is administered thru sub-contracting with the Department of Health Care Services and provides federal monies that are paid to the counties for filing veteran claims for benefits that create cost savings to the Medi-Cal program.

The *third* is the Veteran Service Office Fund (VSOF) which currently allocates (\$554,000). This program is a revenue generated fund thru the sale of veteran license plates. A portion of the sales is allocated to the County Veteran Service Offices to offset a portion of the cost of office administration.

The County Veterans Service Officer

- A County Veterans Service Officer (CVSO) is a veteran, and a county employee, whose duty is to assist the veteran community in applying for, obtaining, and maintaining all available benefits and entitlements to which they may be eligible. Veterans benefits come in many forms and are administered by federal, state and local governments.
- In addition to their own veteran community, the CVSO must answer to their Board of Supervisors and must be aware of, and abide by, the vast network of requirements and regulations as prescribed by various agencies and levels of government.
- The State of California requirements of and for a CVSO are contained in the Military and Veterans Code (M&V Code), Article 4, Sections 970 through 973, and the California Code of Regulations, Title 12, Sections 450 through 455.
- All counties that appoint a CVSO, according to the provisions of the Military and Veterans Codes, are eligible to apply for and/or maintain state funding administered by the California Department of Veterans Affairs (CalVet).

SUBVENTION PROGRAM

- The County Subvention Program is administered under the provisions of M&V Code, Chapter 5, Sections 972 and 972.1, California Code of Regulations, Title 12, Sections 450 through 455. The County Subvention Program reimburses counties for a portion of their administrative cost, attending 3 sanctioned trainings per fiscal year and for “Workload Units” performed.
 - Currently, appropriations under the current budget act are as follows:
 - \$11 million is distributed in “pro-rata” shares to counties who have appointed a CVSO in accordance with CCR, Section 451 and who have submitted semi-annual reports illustrating their workload for the preceding six months.
 - From the \$11 million, \$660,000 is allocated for training; \$1,100,000 is allocated for Administration and \$9,240,000 million for workload units performed.
 - In addition, funds may be available if all of the following requirements are met:
 - (1) A "Certificate of Compliance", as soon as it's signed by the Board of Supervisors (or appropriately delegated individual) and must be submitted to (CalVet), not later than December 31,
 - of the current calendar year.
 - (2) The adopted/final current fiscal year budget for the CVSO must be submitted to the
-

Amador County Veteran Services

VETERANS SERVICE OFFICE FUND

- Veteran Service Office Fund appropriation under the current budget act, M&V Code, Section 972.2 is as follows:
- $\$235,000 + \$235,000 = \$470,000$ is distributed in "pro-rata" shares to counties who have appointed a CVSO in accordance with CCR, Section 451 and who have submitted semi-annual reports and their current six-month Net County Cost Expenditures (NCC) and Claim for Subvention Funds signed by their Auditor/Controller or an authorized individual.
- $\$1,500 \times 56$ (counties) = An \$84,000 component is allocated to each county that has appointed a CVSO in accordance with CCR's Section 451. The \$1,500 is divided into three \$500 payments representing the three (3) sanctioned trainings during a fiscal year. A reduction of \$500 is subtracted for each of the three (3) sanctioned trainings not attended.
- Any surplus funds due to non-attendance at the sanctioned Training Conferences are re-allocated the following pay-period.
- The total VSOF allocation (\$554,000) is distributed on a semiannual basis per CCR Section 453.1 (C) as follows:
 - Local Assistance 1st six months
 - $\$235,000$ = pro rated shares based on total statewide net expenditures. Listed on Net County Cost Form (NCC)
 - $\$27,500$ = Training Conference (only one training occurs during the 1st six months, around October of each year)
 - Local Assistance 2nd six months
 - $\$235,000$ = pro rated based on total statewide net expenditures
 - $\$56,500$ = Training Conference (two training sessions occur during the 2nd six months, around February and June of each year)

\$554,000

MEDI-CAL COST AVOIDANCE PROGRAM

- The Medi-Cal Cost Avoidance Program is administered under the provisions of M&V Code, Chapter 5, Section 972.5, and California Code of Regulations, Title 12, Section 454.
 - The current contract with the State Department of Health Care Services (DHCS) provides a total payment of \$956,000.
 - \$838,000 is allocated to the CVSO's based upon a pro-rata share of reported/audited "workload units" for the current fiscal year. 40% of the funds are distributed during the 1st 6 month pay period and 60% is distributed during the 2nd 6 month period
-

Amador County Veteran Services

Appendix G

California Department of Veterans Affairs General Fund Local Assistance for County Veteran Service Offices FISCAL YEAR 2021-22											
First Six Month Payment	Second Six Month Payment Calculation								Second Six Month Payment	Total Distribution for Year	
	Balance of Full Year Perf. + Admin Allocation	Winter Training Conf. # Attendees	Reimb. \$ February 2022	Spring Training Conf. # Attendees	Reimb. \$ June 2022	VetRep Academy # Attendees	Reimb. \$ Jan, April, June, July 2022	Pro Rata Share of Unused Training Funds			
ALAMEDA	\$48,013		\$43,513	2	\$3,000	2	\$3,000	4	\$4,000	\$751	\$54,264
AMADOR	\$22,940		\$21,441	1	\$1,500	1	\$1,500	0	\$0	\$256	\$24,697
BUTTE	\$69,464		\$65,465	3	\$4,500	2	\$3,000	0	\$0	\$1,243	\$74,208
CALAVERAS	\$26,906		\$23,907	1	\$1,500	1	\$1,500	0	\$0	\$312	\$27,219
COLUSA	\$24,476		\$22,977	1	\$1,500	1	\$1,500	0	\$0	\$291	\$26,268
CONTRA COSTA	\$163,016		\$161,517	3	\$4,500	1	\$1,500	1	\$1,000	\$3,397	\$171,914
DEL NORTE	\$19,423		\$17,924	2	\$3,000	2	\$3,000	1	\$1,000	\$178	\$25,102
EL DORADO	\$45,053		\$43,554	4	\$6,000	2	\$3,000	4	\$4,000	\$752	\$57,306
FRESNO	\$137,229		\$134,229	2	\$3,000	3	\$4,500	0	\$0	\$2,785	\$144,514
GLENN	\$16,068		\$14,568	1	\$1,500	1	\$1,500	0	\$0	\$102	\$17,670
HUMBOLDT	\$41,081		\$38,581	2	\$3,000	1	\$1,500	0	\$0	\$641	\$43,722
IMPERIAL	\$57,741		\$53,741	1	\$1,500	2	\$3,000	0	\$0	\$981	\$59,222
INYO/MONO	\$12,753		\$11,254	1	\$1,500	1	\$1,500	0	\$0	\$28	\$14,282
KERN	\$142,889		\$139,889	1	\$1,500	2	\$3,000	3	\$3,000	\$2,912	\$150,301
KINGS	\$66,888		\$63,888	2	\$3,000	2	\$3,000	1	\$1,000	\$1,208	\$72,096
LAKE	\$52,411		\$50,912	2	\$3,000	1	\$1,500	0	\$0	\$917	\$56,329
LASSEN	\$18,821		\$15,822	2	\$3,000	2	\$3,000	0	\$0	\$131	\$21,953
LOS ANGELES	\$477,328		\$475,829	7	\$10,500	7	\$10,500	1	\$1,000	\$10,444	\$508,273
MADERA	\$42,390		\$39,390	1	\$1,500	2	\$3,000	0	\$0	\$659	\$44,549
MARIN	\$30,621		\$29,122	0	\$0	2	\$3,000	1	\$1,000	\$429	\$33,551
MARIPOSA	\$10,477		\$8,978	2	\$3,000	1	\$1,500	0	\$0	\$0	\$13,478
MENDOCINO	\$40,364		\$38,865	2	\$3,000	1	\$1,500	1	\$1,000	\$647	\$45,012
MERCED	\$41,566		\$39,066	1	\$1,500	1	\$1,500	2	\$2,000	\$652	\$44,718
MODOC	\$13,117		\$11,617	1	\$1,500	1	\$1,500	0	\$0	\$36	\$14,653
MONTEREY	\$100,369		\$94,369	3	\$4,500	2	\$3,000	1	\$1,000	\$1,891	\$104,780
NAPA	\$77,843		\$74,843	2	\$3,000	2	\$3,000	0	\$0	\$1,454	\$82,297
NEVADA	\$55,649		\$52,650	2	\$3,000	2	\$3,000	1	\$1,000	\$956	\$60,606
ORANGE	\$149,589		\$145,589	1	\$1,500	2	\$3,000	5	\$5,000	\$3,040	\$158,129
PLACER	\$105,469		\$101,969	1	\$1,500	2	\$3,000	1	\$1,000	\$2,062	\$109,531
PLUMAS	\$28,072		\$22,573	3	\$4,500	3	\$4,500	0	\$0	\$282	\$31,855
RIVERSIDE	\$379,072		\$375,573	10	\$15,000	2	\$3,000	2	\$2,000	\$8,196	\$403,769
SACRAMENTO	\$87,501		\$86,001	4	\$6,000	3	\$4,500	1	\$1,000	\$1,704	\$99,205
SAN BENITO	\$27,630		\$26,130	1	\$1,500	1	\$1,500	0	\$0	\$362	\$29,492
SAN BERNARDINO	\$456,954		\$455,455	0	\$0	0	\$0	5	\$5,000	\$9,987	\$470,442
SAN DIEGO	\$475,505		\$475,506	11	\$18,500	0	\$0	0	\$0	\$10,436	\$502,442
SAN FRANCISCO	\$49,375		\$49,375	3	\$4,500	0	\$0	1	\$1,000	\$883	\$55,758
SAN JOAQUIN	\$148,044		\$147,044	7	\$10,500	2	\$3,000	4	\$4,000	\$3,072	\$167,616
SAN LUIS OBISPO	\$96,479		\$93,480	7	\$10,500	8	\$12,000	1	\$1,000	\$1,872	\$118,852
SAN MATEO	\$55,168		\$50,669	2	\$3,000	2	\$3,000	0	\$0	\$912	\$57,581
SANTA BARBARA	\$108,567		\$105,567	3	\$4,500	2	\$3,000	0	\$0	\$2,143	\$115,210
SANTA CLARA	\$124,292		\$121,293	6	\$9,000	3	\$4,500	5	\$5,000	\$2,495	\$142,288
SANTA CRUZ	\$58,515		\$57,016	3	\$4,500	1	\$1,500	0	\$0	\$1,054	\$64,070
SHASTA	\$90,530		\$85,031	2	\$3,000	0	\$0	2	\$2,000	\$1,682	\$91,713
SIERRA	\$12,500		\$10,000	0	\$0	1	\$1,500	0	\$0	\$0	\$11,500
SISKIYOU	\$28,913		\$26,413	1	\$1,500	1	\$1,500	0	\$0	\$368	\$29,781
SOLANO	\$284,573		\$282,073	3	\$4,500	2	\$3,000	0	\$0	\$0	\$289,573
SONOMA	\$79,496		\$77,997	3	\$4,500	6	\$9,000	1	\$1,000	\$1,524	\$94,021
STANISLAUS	\$149,150		\$147,651	4	\$6,000	2	\$3,000	0	\$0	\$3,086	\$159,737
TEHAMA	\$43,066		\$39,066	2	\$3,000	2	\$3,000	0	\$0	\$652	\$45,718
TRINITY	\$12,995		\$11,496	1	\$1,500	0	\$0	0	\$0	\$34	\$13,030
TULARE	\$75,292		\$73,793	2	\$3,000	2	\$3,000	0	\$0	\$1,430	\$81,223
TUOLUMNE	\$37,453		\$35,954	2	\$3,000	1	\$1,500	0	\$0	\$582	\$41,036
VENTURA	\$151,584		\$147,085	7	\$10,500	3	\$4,500	1	\$1,000	\$3,073	\$166,158
YOLO	\$35,153		\$32,154	1	\$1,500	2	\$3,000	0	\$0	\$497	\$37,151
YUBA-SUTTER	\$104,850		\$100,150	1	\$1,500	2	\$3,000	3	\$3,000	\$2,021	\$109,672
Totals	\$5,310,483		\$5,170,014	143	\$214,500	103	\$154,500	53	\$53,000	\$97,502	\$5,689,517
											\$11,000,000

Amador County Veteran Services

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS													
2	VETERANS SERVICES DIVISION													
3	SUBVENTION FY 2012/2013													
4	BASED ON 11/12 AUDITED WKLD UNITS AND 2012/2013 OPERATING BUDGETS													
5														
6	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
7	PARTICIPATING	USDVA	Sec 972	972	Allocation	Allocation	Total 972	1st six month	Mixed	Sec	2nd Six Month	Alloc 972	2012/2013	PARTICIPATING
8	COUNTIES	Vet. Pop.	2011-2012	Allocation	for Admin.	for Training	Allocation	payment	Training	451 (B) (\$)	Payment	% of Oper	Oper Budget	COUNTIES
9			Audited					July - Dec 2012	2012/2013		Jan - June 2013	Budget		
10			Wkld Units											
11			118,354	\$1,940,000	\$523,500	\$137,500	\$2,600,000							
12														
13														
14	ALAMEDA	71,924	1,503	\$24,636	\$9,500	\$2,500	\$36,636	\$18,318				9.88%	\$370,806	ALAMEDA
15	AMADOR	4,651	162	\$2,455	\$9,500	\$2,500	\$14,655	\$7,328				12.12%	\$120,917	AMADOR
16	BUTTE	19,569	1,043	\$17,896	\$9,500	\$2,500	\$29,896	\$14,948				10.16%	\$386,259	BUTTE
17	CALAVERAS	5,938	206	\$3,377	\$9,500	\$2,500	\$15,377	\$7,689				30.33%	\$50,690	CALAVERAS
18	COLUSA	1,460	99	\$1,623	\$9,500	\$2,500	\$13,623	\$6,811				16.25%	\$83,824	COLUSA
19	CONTRA COSTA	65,515	3,082	\$50,519	\$9,500	\$2,500	\$62,519	\$31,259				11.64%	\$536,978	CONTRA COSTA
20	DEL NORTE	3,124	310	\$5,081	\$9,500	\$2,500	\$17,081	\$8,541				14.47%	\$118,817	DEL NORTE
21	EL DORADO	16,096	691	\$11,327	\$9,500	\$2,500	\$23,327	\$11,663				5.02%	\$464,999	EL DORADO
22	FRESNO	49,175	2,866	\$46,978	\$9,500	\$2,500	\$58,978	\$29,489				28.34%	\$208,888	FRESNO
23	GLENN	1,830	112	\$1,836	\$9,500	\$2,500	\$13,836	\$6,918				19.09%	\$72,481	GLENN
24	HUMBOLDT	11,956	1,297	\$21,260	\$9,500	\$2,500	\$33,260	\$16,630				16.11%	\$206,411	HUMBOLDT
25	IMPERIAL	7,202	1,284	\$21,047	\$9,500	\$2,500	\$33,047	\$16,523				28.34%	\$116,601	IMPERIAL
26	INYO	1,671	176	\$2,885	\$9,500	\$2,500	\$14,885	\$7,442				13.04%	\$114,178	INYO
27	KERN	48,231	3,130	\$51,305	\$9,500	\$2,500	\$63,305	\$31,653				5.87%	\$1,078,119	KERN
28	KINGS	10,670	1,372	\$22,489	\$9,500	\$2,500	\$34,489	\$17,245				11.27%	\$305,966	KINGS
29														
30								\$233,056						
31														

Appendix H

A vertical poster with a patriotic theme. The top section features a silhouette of a soldier saluting against a background of the American flag. Below this, the text is arranged in a clear, bold, sans-serif font. The bottom section is dark blue with white text and small stars on the sides.

For

Veteran Services Assistance

Call Terry Sanders
209-223-6476
email:
tsanders@amadorgov.org

Accredited VA Claims Representative
FREE for all Veterans
Don't do it alone!

Appendix I

PUBLIC AGENCIES (CONTINUED)

4

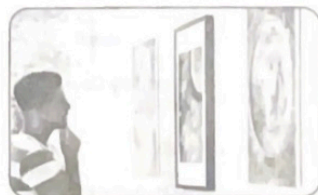
PUBLIC AGENCIES (CONTINUED)

Planning Dept 810 Court Street, Jackson 223-6380	Superior Court 500 Argonaut Ln, Jackson 257-2600
Plymouth City Hall and City Council 9426 Main Street Plymouth 245-6941	Probate Referee 245-3587
Public Conservator - Guardian Call 223-6450	Sutter Creek City Hall and City Council 18 Main Street, Sutter Creek 267-5647
Public Health Department 10877 Conductor Blvd Sutter Creek 223-6407	Transportation Commission (ACTC) 11400 American Legion Drive Jackson 267-2282
Public Works 810 Court Street, Jackson 223-6429	Treasurer/Tax Collector 810 Court Street, Jackson 223-6364
Social Services 10877 Conductor Blvd Sutter Creek 223-6550	UC Cooperative Extension 12200 Airport Road Jackson 223-6482
<i>After hours emergency calls for</i> <i>Children's Protective Services</i> ... 223-1075	Veterans Service Office 11041 American Legion Way Jackson 267-5764

ART GALLERIES / MUSEUMS

ART GALLERIES

Add Art 20 Main Street, Jackson 223-3339
Amador County Arts Council 11A Randolph St Sutter Creek 223-9038
Full Circle Art Gallery 15 Main Street, Jackson 223-1214
Gallery 10 15 Eureka Street Sutter Creek 267-0203
Chaos Glassworks 121A Hanford Street Sutter Creek 267-9317
Chaw-se Regional Indian Museum 14881 Pine Grove-Volcano Road Pine Grove 296-7488
Fine Eye Gallery 71 Main Street, Sutter Creek 267-0571



Little City Studio & Gallery 14196 Amador Hotel, Amador City No 11, South Porch 267-9257
Picture Place Jackson 223-2139
Shenandoah Gallery 12300 Steiner Road Plymouth 245-4455
Charles Spinetta Winery & Wildlife Art Gallery 12557 Steiner Road Plymouth 245-3384
Sutter Creek Gallery 35 Main Street, Sutter Creek 267-0228
Volcano Gallery 6105 Main Street, Volcano 296-3334

MUSEUMS

Amador County Museum 225 Church Street, Jackson 223-6386
Chaw-se Regional Indian Museum 14881 Pine Grove - Volcano Road Pine Grove 296-7488
Monteverde General Store 3 Randolph Street Sutter Creek 267-1344
Shenandoah Valley Museum at the Sobon Estate 14430 Shenandoah Road Plymouth 245-6554 Or 245-4455

TELEPHONE DIRECTORY



Appendix J

COMPANY

The advertisement features a background image of industrial machinery, specifically large circular saws and heavy chains, likely from Knight Foundry. Overlaid on this image is the Volcano Telephone Company logo, which consists of a large yellow stylized 'V' followed by the word 'VOLCANO' in large, bold, yellow capital letters. Below 'VOLCANO' are the words 'TELEPHONE' and 'COMPANY' in smaller, bold, yellow capital letters. In the top right corner, there is a small green recycling symbol with the text 'To stop delivery of future directories, visit www.yellowpagesoptout.com.' In the bottom left corner, there is a small logo for Knight Foundry, which includes a gear icon and the text 'Knight Foundry', 'EST. 1873', 'SUTTER CREEK', and 'KnightFoundry.com'. At the bottom center, there is a yellow banner with the text 'Complete Listings for Amador & Calaveras Counti' (note the typo) and the website 'www.volcano411.com' below it.

VOLCANO
TELEPHONE
COMPANY

To stop delivery of future directories, visit
www.yellowpagesoptout.com

Knight Foundry
EST. 1873
SUTTER CREEK
KnightFoundry.com

Complete Listings for
Amador & Calaveras Counti
www.volcano411.com

QUALITY LIVING

QUALITY LIVING



Services Looking Out For Your Welfare

Victims of Crime Resource Center.....	800-842-8467
Victim-Witness Assistance.....	209-223-6474

LIBRARIES

Amador:	
Jackson Main Branch.....	209-223-6400
Ione Branch.....	209-274-2560
Pioneer Branch.....	209-295-7330
Plymouth Branch.....	209-245-6476
Sutter Creek Branch.....	209-267-5489
Calaveras:	
Angels Camp.....	209-736-2198
Arnold.....	209-795-1009
Murphys.....	209-728-3036
San Andreas.....	209-754-6510
Valley Springs.....	209-772-1318
West Point.....	209-293-7020

BEHAVIORAL HEALTH SERVICES

Amador County Behavioral Health Dept.....	209-223-6412
Calaveras County Mental Health.....	209-754-6525
(Emergency Calls 24 Hours).....	209-754-3365
Operation Care (24 Hour Line).....	209-223-2600

MISSING CHILDREN & RUNAWAYS

California Youth Crisis Line (24 Hours).....	800-843-5200
Kevin Collins Foundation (24 Hours).....	800-272-0012
National Center for Missing & Exploited Children (24 Hours).....	800-843-5678

MOTHER & INFANT HEALTH

Amador County:	
California Children Services.....	209-223-6407
Child Health & Disability Prevention (CHDP).....	209-223-6407
Family Planning.....	209-223-6407
Immunizations.....	209-223-6407
Calaveras County:	
Child Health & Disability Prevention.....	209-754-6460
Family Planning.....	209-754-6460
Maternal, Child, & Health.....	209-754-8889
Child Care Resources (HRC).....	209-223-1624
Sutter Amador Perinatal Center.....	209-223-7444
W.I.C. (Women/Infant and Children).....	209-223-7685

RAPE & SEXUAL ASSAULT

Amador County:	
Operation Care.....	209-223-2897
(24 Hour Crisis Line).....	209-223-2600
Sheriff's Office.....	911 or 209-223-6500
Sutter Amador Hospital.....	209-223-7500
Calaveras County:	
Mark Twain Hospital.....	209-754-3251
Rape Crisis Center.....	209-754-1300
Sheriff's Office.....	911 or 209-754-6500
Women's Crisis Line (24 Hour).....	209-736-4011
Victim-Witness Assistance (Amador & Calaveras).....	209-223-6474

SENIOR SERVICES

Amador County:	
Alzheimer's Disease Support Group.....	209-245-4398
Amador County Commission on Aging.....	209-223-0442
Lifeline Amador.....	209-223-1485

Senior Meals - Jackson.....	209-223-1485
Senior Meals - Ione.....	209-274-4018
Senior Meals - West Point.....	209-293-4025
Senior Services Inc Information/Referral.....	209-223-0442
Social Services Amador.....	209-223-6550

Calaveras County:	
Calaveras County Adult Protective Services.....	209-754-6452
Calaveras County Senior Center.....	209-754-3967
Calaveras Senior Services.....	209-754-1888
Calaveras Volunteer Center.....	209-754-1699
HICAP (Health Insurance Counseling & Advocacy Program).....	209-754-1888
Senior Nutrition HRC.....	209-754-4782

Calaveras:	
Senior Meals - West Point.....	209-293-4025
Social Services.....	209-754-6420
California Medical Review.....	800-841-1602
Health Insurance Counseling And Advocacy Program.....	209-754-1888
Medicare Information.....	800-952-8627
Mother Lode Ombudsman Program - Long Term Care.....	209-754-1897
US Social Security Administration.....	800-772-1213
Amador County - 3916 Missouri Flat Rd., Placerville.....	877-545-5497
Calaveras County - 1194 N. Hwy. 49, Sonora.....	888-397-4125

SUICIDE PREVENTION

Amador County Behavioral Health.....	209-223-6412
Calaveras County Mental Health Services.....	209-754-6525
(Emergency 24 Hour).....	209-754-3365
Operation Care.....	209-223-2897
24 Hour Crisis Line.....	209-223-2600

TRANSPORTATION

Amador Rapid Transit.....	209-223-2877
Blue Mountain Transit.....	209-754-0453
Calaveras Stagecoach.....	209-754-1888

VETERANS

Amador Veterans Service Office.....	209-267-5764
Calaveras Veterans Services.....	209-754-6420
Cal-Vet Home Loans.....	800-952-5626
National Veterans Foundation.....	800-366-8823
US Dept of Veteran Affairs.....	800-827-1000

VOLUNTEER SERVICES

Operation Care.....	209-223-2897
Sutter Amador Hospital Auxiliary.....	209-223-7514

YOUTH & TEEN SERVICES

Amador Tuolumne Community Action Agency.....	209-223-2897
Amador County Social Services.....	209-223-6550
Boy Scouts of America Camp High Sierra.....	209-965-3432
Boy Scouts of America - Golden Heritage District Office.....	209-533-1244
Calaveras County Welfare.....	209-754-6452
Calaveras County Families, Parents, & Teens.....	800-754-8889
D.A.R.E. - Amador County.....	
Sheriff's Office.....	209-223-6500
Girl Scout Tierra Del Oro Council.....	800-322-4475
4H Youth Program.....	209-223-6484

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AMADOR COUNTY MENTAL HEALTH SERVICES

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Authority

Pursuant to California Penal Code 925, the Grand Jury shall investigate and report on the operations, accounts, and records of the officers, departments, or functions of the county.

Summary

Amador County Behavioral Health is located at 10877 Conductor Boulevard in Sutter Creek and serves only patients with Medi-Cal coverage. The Amador County Civil Grand Jury investigated concerns that patients in crisis who were deemed 5150, or a danger to themselves or others, were in the Sutter Amador Hospital Emergency Room sometimes for several days before seeing a Psychiatrist. There they were under guard and not allowed to watch television or to wear street clothes until they were either released or assigned a bed within a mental health facility. Amador County has no Mental Health beds, so 5150 patients are referred out of the county.

Medication issues including timely access to refills are concerning as they are necessary for maintaining a stable mental health for Amador County patients. It is difficult to reach associates who can assist patients, and this can lead to patients needing crisis treatment.

Amador County has the second-highest rate of suicides in the state of California. There is great oversight of our mental health operation, but the annual reports are full of acronyms that make them difficult to read, requiring readers to continually backtrack to reference abbreviations. Only one report contained a glossary of these abbreviations, and that glossary was four pages long.

Background

The 2022-2023 Amador County Civil Grand Jury began an investigation into Mental Health Services and found the staff that was interviewed to be dedicated and passionate about their work. Maintaining staff is challenging because associates leave for better pay and better working conditions in the private sector. Staff shortages cause remaining staff to feel overwhelmed and to seek other employment.

Wait times in the Emergency Room for beneficiaries deemed to be 5150 have decreased with crisis staff responding immediately and seeking prompt placement in mental health beds. Parents expressed concern for the length of stay in the Emergency Room and the negative impact it had on foster children deemed to be 5150 patients.

Several people expressed concerns about medications being interrupted while beneficiaries waited for Mental Health Services staff to respond. Staff turnover is high, which has a negative impact on filling prescriptions.

Amador County has the second-highest rate of suicide per capita in the state of California and the highest rate of self-harm in the state.

Methodology

The Grand Jury reviewed the following websites and documents:

Prior Amador County Civil Grand Jury Reports

Amador County Website (www.amdorgov.org)

California Department of Public Health Website (cdph.ca.gov)

Fiscal year 2020/2021 Medi-Cal Specialty Mental Health Services Triennial Review of the Amador County Mental Health Plan

FY 2022/2023 Medi-Cal Specialty Behavioral Health External Quality Review, Amador Final Report

FY 2021/2022 Medi-Cal Specialty Behavioral Health External Quality Review, Amador Final Report

FY 2020/2021 Medi-Cal Specialty Behavioral Health External Quality Review, Amador Final Report

FY 2019/2020 Medi-Cal Specialty Behavioral Health External Quality Review, Amador Final Report

The Grand Jury conducted various interviews with Mental Health Professionals and Management.

Discussion

The Amador County statistic of being second highest in suicide in the state of California is disturbing. We could find very little information about this. The reporting combines Amador with several other counties: Alpine, Calaveras, Inyo, Mariposa, Mono, and Tuolumne. The lack of specific suicide information related to Amador limits opportunities for improvement.

5150 holds in the Emergency Room are sometimes long, and these long holds are detrimental to the mental health of the patients because they prevent immediate evaluation, release, or placement. The lack of psychiatric beds in our State puts an enormous strain on patients, mental health staff, Emergency Room staff, and our community.

The high turnover rate for Amador County Mental Health professionals negatively impacts the patients served and the remaining staff. Though this problem is not unique to Amador County, the Grand Jury believes this county has a great opportunity for improvement.

Findings

F1: Amador County has the second highest rate of suicide in California (See Appendix A).

F2: The Medical Assistant position turned over 3 times in Fiscal Year 2021-2022 (See Appendix B).

F3: In 2021, less than 2% of Mental Health Beneficiaries accounted for approximately 18% of total claim dollars. The cost for 13 patients was \$551,538 out of a total \$3,091,888 expenditure. In 2020, less than 2% of Mental Health Beneficiaries accounted for over 20% of total claim dollars. The cost for 13 patients was \$591,691 (See Appendix D).

F4: The year-end Medi-Cal Specialty Mental Health External Quality Review Report-Amador MHP Final Report has an excessive number of acronyms making it extremely difficult to read and requiring the reader to go back multiple times to understand the content (See Appendix E).

F5: The Grand Jury understands that the Mental Health crisis and lack of Mental Health patient beds are national problems but believes there is room for improvement in our community to make the stay in the Emergency Room shorter, less frequent, and less traumatizing to 5150 patients.

Recommendations

R1: The Grand Jury recommends Mental Health Services research the issue of suicide as it specifically relates to Amador County. To address this issue, more information is needed about causation and victim description (*e.g.*, foster child, veteran, teenager, senior). This is a startling statistic that reflects negatively on Amador County.

R2: In recognition of the importance of the Medical Assistant position in processing and obtaining timely medications, the Grand Jury recommends that the salary and benefits of the position be reviewed so they are in keeping with the importance of the position. Cost savings could be realized in the prevention of high-cost crisis intervention or hospitalization. The Grand Jury recognizes the efforts of Mental Health staff and recommends they continue to expand their efforts to retain these critical staff members and to implement cross-training to lessen the impact of turnover.

R3: The Grand Jury recommends that Mental Health staff examine the treatment plans of these High-Cost Beneficiaries that are specified in reports to determine if different plans or medications may benefit the patient and perhaps even help realize a cost savings. If a unique category of High-Cost Beneficiaries is identified, this could help target areas or populations for improvement.

R4: The Grand Jury recommends removing acronyms from the public reports. If acronyms are deemed necessary, a glossary should be provided.

R5: The Grand Jury recommends Mental Health staff target specific groups of beneficiaries for improved 7-day and 30-day post-hospitalization follow-up to determine whether this improves patient well-being and decreases rate of readmission to psychiatric facilities. The most recent data shows that the Amador County 7-day follow-up rate is 49.09% and the 30-day follow-up rate is 67.27%. It should be noted that the follow-up rates were better in the prior year with 7-day at 66% and 30-day at 76% (See Appendix C).

Required Responses

Responses to findings and Recommendations in the report are required by law in accordance with California Penal Code Section 933(c)

From the following governing board:

Amador County Board of Supervisors is required to respond no later than 90 days after the Grand Jury submits a Final Report.

Address Responses to:

The Presiding Judge-Amador County Superior Court
500 Argonaut Lane
Jackson, CA 95642

Amador County Civil Grand Jury
P.O. Box 249
Jackson, CA 95642

Appendix

- A – Access Key Components from Amador MHP EQR Final Report
- B – MHP Changes and Initiatives from Amador MHP EQR Final Report
- C – Psychiatric Inpatient Services from Amador MHP EQR Final Report
- D – Impact of Quality Findings from Amador MHP EQR Final Report
- E – List of Commonly Used Acronyms

Appendix A

the foundation of access to quality services that ultimately lead to improved beneficiary outcomes.

Each access component is comprised of individual subcomponents which are collectively evaluated to determine an overall Key Component rating of Met, Partially Met, or Not Met; Not Met ratings are further elaborated to promote opportunities for QI.

Table 2: Access Key Components

KC #	Key Components – Access	Rating
1A	Service Accessibility and Availability are Reflective of Cultural Competence Principles and Practices	Met
1B	Manages and Adapts Capacity to Meet Beneficiary Needs	Met
1C	Integration and/or Collaboration to Improve Access	Met
1D	Service Access and Availability	Met

Strengths and opportunities associated with the access components identified above include:

- The MHP prioritizes collaboration with primary care and measures this goal in its Quality Improvement Work Plan (QIWP). The primary care liaison assists beneficiaries in accessing a primary care provider which has become more difficult as two community primary care providers in the community have unexpectedly stopped operating.
- The MHP continues to collaborate with schools, the local Tribal Temporary Assistance for Needy Families (TANF), and law enforcement.
- Hiring staff needed for the school-based services has been difficult. Only one of three positions for the school-based services is currently filled.
- Amador County has the second highest suicide rate in the State. The MHP has noted an increase in youth using crisis services at the hospital. As part of its response, the MHP participates in the suicide coalition and is collaborating with schools to implement the Columbia Suicide Severity Rating Scale.
- A long-time clinician at the children services contract provider retired in the last year and there has been some adjustment as the new staff person is learning to convene child family team meetings.
- While the MHP does not have a threshold language other than English, the MHP assesses language access when needed, reviews Latino penetration rates regularly, and conducts outreach to Latino communities and other community populations.
- The MHP provides gas vouchers, bus passes, and transportation assistance. Review discussions indicate that transportation appears to have decreased and distance to resources is a barrier. The Transportation Officer retired during the

Appendix B

MHP CHANGES AND INITIATIVES

In this section, changes within the MHP's environment since its last review, as well as the status of last year's (FY 2021-22) EQR recommendations are presented.

ENVIRONMENTAL ISSUES AFFECTING MHP OPERATIONS

This review took place during the Coronavirus Disease 2019 (COVID-19) pandemic, and the year of the Electra fire. The MHP reports a disruption of services for one week during the fire. The MHP reports that the most significant disruption that persists is frequent staff absences due to staff illness in the last year.

CalEQRO worked with the MHP to design an alternative agenda due to the above factors. CalEQRO was able to complete the review without any insurmountable challenges.

SIGNIFICANT CHANGES AND INITIATIVES

Changes since the last CalEQRO review, identified as having a significant effect on service provision or management of those services, are discussed below. This section emphasizes systemic changes that affect access, timeliness, and quality of care, including those changes that provide context to areas discussed later in this report.

- The MHP is experiencing the impact of the workforce crisis. The MHP employs six clinicians at the time of this review. Changes include:
 - Two medical records staff retired and while the positions have been filled, a learning curve impacted operations disrupting tracking foster care services and front desk functions.
 - Due to difficulty filling the extra-help crisis positions, the MHP created a second full-time crisis position instead and is recruiting for the position. One peer support staff began working within mobile crisis. The MHP anticipates increasing challenges with crisis staffing as 24-hour mobile crisis requirements grow.
 - The MHP filled a new, full-time administrative technician position in August 2022. The position responsibilities include QI and supporting California Advancing and Innovating Medi-Cal (CalAIM) implementation.
 - ○ The medical assistant position that supports the one psychiatrist turned over three times; this has caused delays in medication services.
 - Peer employees are completing the peer certification program.
 - While the MHP completed examining comparable salary levels in MHPs, review discussions show a perception that higher salaries in nearby counties and agencies are a barrier to hiring and retention. There is a perception that salary differences are not being addressed.

Appendix C

Psychiatric Inpatient Services

Table 13 provides a three-year summary (CY 2019-21) of MHP psychiatric inpatient utilization including beneficiary count, admission count, approved claims, and average length of stay.

Table 13: Psychiatric Inpatient Utilization CY 2019-21

Year	Unique Medi-Cal Beneficiary Count	Total Medi-Cal Inpatient Admissions	MHP Average LOS in Days	Statewide Average LOS in Days	MHP AACB	Statewide AACB	Total Approved Claims
CY 2021	44	76	10.57	8.79	\$14,950	\$12,052	\$657,806
CY 2020	41	65	9.47	8.68	\$10,993	\$11,814	\$450,733
CY 2019	40	58	7.02	7.63	\$7,674	\$10,212	\$306,942

Follow-Up Post Hospital Discharge and Readmission Rates

The following data represents MHP performance related to psychiatric inpatient readmissions and follow-up post hospital discharge, as reflected in the CY 2021 SDMC and IPC data. The days following discharge from a psychiatric hospitalization can be a particularly vulnerable time for individuals and families; timely follow-up care provided by trained MH professionals is critically important.

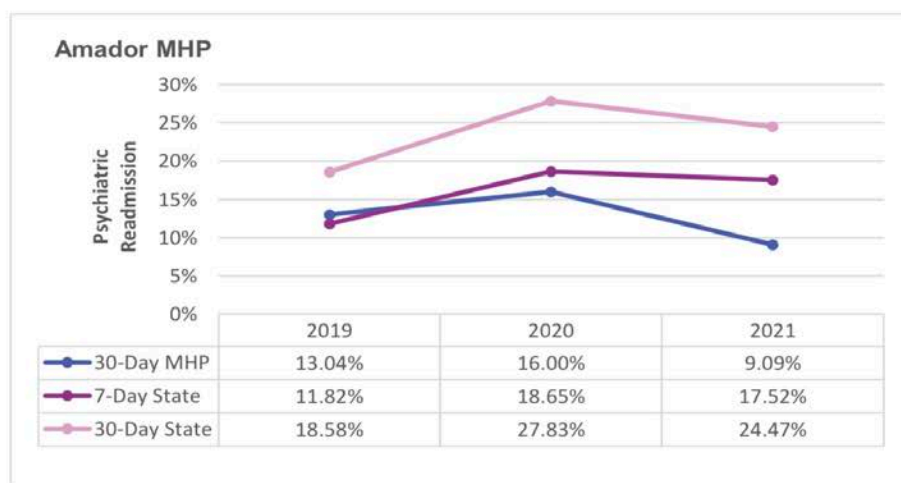
- The 7-day and 30-day outpatient follow-up rates after a psychiatric inpatient discharge (HEDIS measure) are indicative both of timeliness to care as well as quality of care. The success of follow-up after hospital discharge tends to impact the beneficiary outcomes and are reflected in the rate to which individuals are readmitted to psychiatric facilities within 30 days of an inpatient discharge. Figures 18 and 19 display the data, followed by an analysis.

Appendix D

Figure 18: 7-Day and 30-Day Post Psychiatric Inpatient Follow-up CY 2019-21



Figure 19: 7-Day and 30-Day Psychiatric Readmission Rates CY 2019-21



- The inpatient LOS increased yearly from CY2019 to CY 2021 and remained greater than the statewide average in CY2021 (10.57 days vs. 8.79 days).
- The 7-day post psychiatric inpatient follow-up rate declined from CY 2020 to CY 2021 (66 percent vs. 49.09 percent) but was above the statewide average in CY 2021 (49.09 percent vs. 46.70 percent).
- The 30-day follow-up rate declined from CY 2020 to CY 2021 (76.04 percent vs. 67.27 percent) but was above the statewide average in CY 2021 (67.27 percent vs. 58.95 percent).

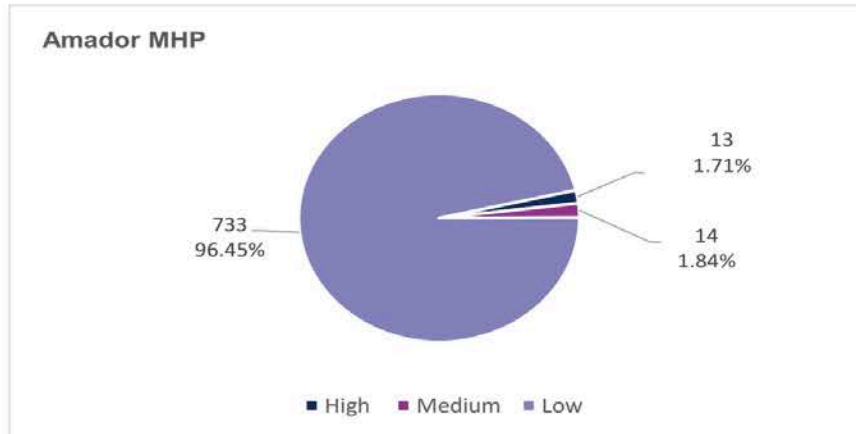
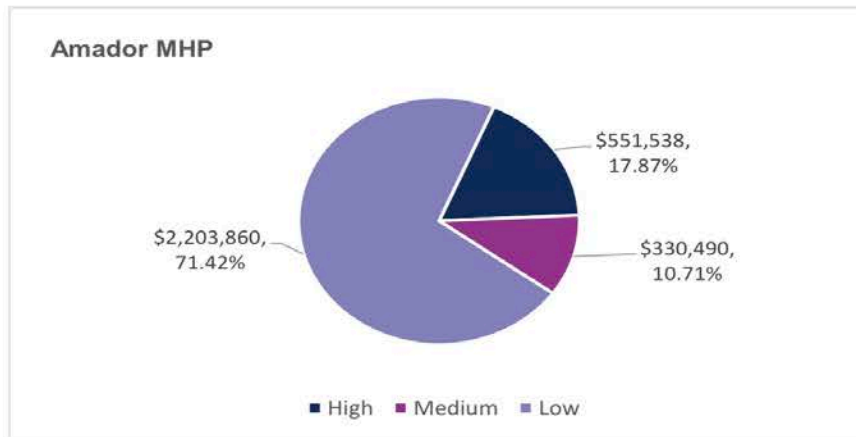


Figure 21: Approved Claims by Claim Amount Grouping CY 2021



IMPACT OF QUALITY FINDINGS

- The MHP provided more than 15 services to 25.26 percent of its beneficiaries, approximately 38 percent less than the 40.46 percent statewide average.
- Foster care youth had the highest percentage of greater than 15 services, 69.44 percent.
- Approximately 76 percent of beneficiaries had one of four diagnoses: depression, trauma/stressor related, bipolar, and anxiety. Amador had a significantly lower

Appendix E

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Attachment D—List of Commonly Used Acronyms

Table D1: List of Commonly Used Acronyms

Acronym	Full Term
AAS	Alternative Access Standard
ACA	Affordable Care Act
ACL	All County Letter
ACT	Assertive Community Treatment
ART	Aggression Replacement Therapy
CAHPS	Consumer Assessment of Healthcare Providers and Systems
CalEQRO	California External Quality Review Organization
CARE	California Access to Recovery Effort
CBT	Cognitive Behavioral Therapy
CCBH	Community Care Behavioral Health
CDSS	California Department of Social Services
CFM	Consumer and Family Member
CFR	Code of Federal Regulations
CFT	Child Family Team
CIT	Crisis Intervention Team or Training
CMS	Centers for Medicare and Medicaid Services
CPM	Core Practice Model
CPS	Child Protective Service
CPS (alt)	Consumer Perception Survey (alt)
CSD	Community Services Division
CSI	Client Services Information
CSU	Crisis Stabilization Unit
CWS	Child Welfare Services
CY	Calendar Year
DBT	Dialectical Behavioral Therapy
DHCS	Department of Health Care Services

Acronym	Full Term
DPI	Department of Program Integrity
DSRIP	Delivery System Reform Incentive Payment
EBP	Evidence-based Program or Practice
EHR	Electronic Health Record
EMR	Electronic Medical Record
EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
EQR	External Quality Review
EQRO	External Quality Review Organization
FC	Foster Care
FG	Focus Group
FQHC	Federally Qualified Health Center
FSP	Full-Service Partnership
FY	Fiscal Year
HCB	High-Cost Beneficiary
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act
HIS	Health Information System
HITECH	Health Information Technology for Economic and Clinical Health Act
HPSA	Health Professional Shortage Area
HRSA	Health Resources and Services Administration
IA	Inter-Agency Agreement
ICC	Intensive Care Coordination
ISCA	Information Systems Capabilities Assessment
IHBS	Intensive Home-Based Services
IT	Information Technology
LEA	Local Education Agency
LGBTQ	Lesbian, Gay, Bisexual, Transgender or Questioning
LOS	Length of Stay

Acronym	Full Term
LSU	Litigation Support Unit
M2M	Mild-to-Moderate
MCP	Managed Care Plan
MDT	Multi-Disciplinary Team
MHBG	Mental Health Block Grant
MHFA	Mental Health First Aid
MHP	Mental Health Plan
MHSA	Mental Health Services Act
MCBHD	Medi-Cal Behavioral Health Division (of DHCS)
MHSIP	Mental Health Statistics Improvement Project
MHST	Mental Health Screening Tool
MHWA	Mental Health Wellness Act (SB 82)
MOU	Memorandum of Understanding
MRT	Moral Reconation Therapy
NA	Network Adequacy
n/a	Not Applicable
NACT	Network Adequacy Certification Tool
NP	Nurse Practitioner
NPI	National Provider Identifier
ONA	Out-of-Network Access
PA	Physician Assistant
PATH	Projects for Assistance in Transition from Homelessness
PHF	Psychiatric Health Facility
PHI	Protected Health Information
PIHP	Prepaid Inpatient Health Plan
PIP	Performance Improvement Project
PM	Performance Measure
PM (alt)	Partially Met
QI	Quality Improvement

Acronym	Full Term
QIC	Quality Improvement Committee
RN	Registered Nurse
ROI	Release of Information
SAR	Service Authorization Request
SAMHSA	Substance Abuse and Mental Health Services Administration
SB	Senate Bill
SBIRT	Screening, Brief Intervention, and Referral to Treatment
SDMC	Short-Doyle Medi-Cal
SELPA	Special Education Local Planning Area
SED	Seriously Emotionally Disturbed
SMHS	Specialty Mental Health Services
SMI	Seriously Mentally Ill
SOP	Safety Organized Practice
STRTP	Short-Term Residential Therapeutic Program
SUD	Substance Use Disorders
TAY	Transition Age Youth
TBS	Therapeutic Behavioral Services
TFC	Therapeutic Foster Care
TSA	Timeliness Self-Assessment
WET	Workforce Education and Training
WRAP	Wellness Recovery Action Plan
YSS	Youth Satisfaction Survey
YSS-F	Youth Satisfaction Survey-Family Version

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PINE GROVE YOUTH CONSERVATION CAMP

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Pine Grove Youth Conservation Camp

Authority

California Penal Code Section 919(b) states, “The grand jury shall inquire into the condition and management of the public prisons within the county.”

Summary

Pine Grove Youth Conservation Camp (PGYCC) is the oldest continuously running camp in the nation. It is a place for rehabilitating convicted juveniles aged 18-25. The youths take on many roles at camp including laundry duty, kitchen help, and working on a fire crew during the day. PGYCC consists of 98 acres of land in the country owned by CAL FIRE and supervised by CDCR. The youths have access to resources that help them prepare for life after incarceration. They obtain experience working with CAL FIRE, which has resulted in many success stories for the youths including some who go on to a career in firefighting.

Camp programs like PGYCC have some of the lowest CDCR rates of reincarceration. Since the closing of the Division of Juvenile Justice (DJJ), there was a concern about PGYCC closing with it, but the Division of Adult Institutions (DAI) now maintains PGYCC. Amador County benefits from the DAI taking over the camp because the youths serve the community with a number of projects that would have otherwise disappeared with a camp closure.

Glossary

PGYCC – Pine Grove Youth Conservation Camp
CDCR – California Department of Corrections and Rehabilitation
CAL FIRE – California Department of Forestry and Fire Protection
CCC - Civilian Conservation Corps
DJJ – Division of Juvenile Justice
DAI – Division of Adult Institutions
PPE – Personal Protective Equipment
SB 823 – Senate Bill 823 (Realignment)
SB 92 – Senate Bill 92 (Juvenile Justice)
ARC – Anti-Recidivism Coalition
AB 2147 – Assembly Bill 2147 (Expedited Expungement)
IAP – Incident Action Plan
ECT – Emergency Crew Transport Vehicle

Background

PGYCC has been around since the Great Depression. It was originally a Civilian Conservation Corps (CCC) that was taken over and used by the military during World War II. In 1945, the CCC was converted to a youth conservation camp at Calaveras Big Trees. In the following year, PGYCC leased 40 acres of land in Pine Grove and the camp moved. It was the first fire camp in the state.

CAL FIRE now owns the 98 acres of land where the camp is located. The camp is a rehabilitation program for youth offenders. CDCR partnered with DJJ to bring into the camp youths incarcerated

Pine Grove Youth Conservation Camp

for a short term. The camp gives the youths necessary skills that they might not have learned elsewhere, and it prepares them for society as an adult.

As of January 2023, DJJ closed, and CDCR now partners with DAI to bring youths to the facility. Even though the name of the overseeing agency has changed, the fact remains that PGYCC is a youth camp. However, there is a common misconception about the term “youth.” The term is used because the boys in the camp were convicted of crimes before turning 18 and have not lived outside of confinement as an adult.

CAL FIRE works with CDCR to use the youths for a variety of work in the community. To date, PGYCC is the oldest continuous running camp in the nation and the only youth fire camp that still exists.

Methodology

On March 16, 2023, the Grand Jury went on a tour of the facility. The tour began with a debriefing from PGYCC staff and senior management in the camp system. From there, the Grand Jury was taken through the Kitchen and Dining Area, the Dormitory and Control Room, and the classrooms.

On April 19, 2023, the Grand Jury returned to the PGYCC to attend the Annual Pre-Fire Season Joint Training between CAL Fire and CDCR. There was a presentation on Incident Operations and Out of County Response. This was followed by a presentation on Communications that was accompanied by an exercise. After lunch, there were exercises in Fire Shelter Deployment, PPE Inspection, Fire Extinguishers, and Emergency Crew Transportation Vehicle (ECT) Driver Training.

On May 3, 2023, the Grand Jury attended the Amador-El Dorado Unit’s Crew Preparedness Exercise at Lake Pardee. The day began with Tool Out, followed by Fire Shelter Deployment, then an approximately 4-mile hike, and finished with Handline Construction.

The Grand Jury also reviewed reports from previous years, the cdcr.ca.gov website, and the program information and frequently asked question flyers.

Discussion

The PGYCC is a place for youths to get rehabilitated. It is the oldest continuous running camp in the nation, with some of the buildings from the CCC camp that the military took over during World War II. Youths must be placed at PGYCC by a court based on the recommendation of probation staff and after satisfying the placement criteria. The criteria include:

- Being male, aged 18 to 25 years old;
- Being under juvenile court jurisdiction and probation supervision for a felony offense;
- Possessing a high school diploma or GED;
- Obtaining medical and clinical clearance;
- Being free of serious disciplinary action for the past 60 days;

Pine Grove Youth Conservation Camp

- Having no active holds or pending court actions that may result in additional confinement time; and
- Having no less than 6 months and no more than 72 months until the release date (depending on offense history).

Those youths meeting these qualifications go through a screening process. The PGYCC is set up differently than a traditional jail or prison. For example, the youths are not confined in locked cells and traditional high-tech fences. The camp only recently installed a gate for the purpose of preventing access to members of the public who drive to the camp believing it is a public campground. The youths are expected to work with sharp tools out in public. In a standard lockup, gangs, races, etc. can be separated by cells or buildings. Due to the unique camp structure, the youths must be able to share living quarters with others no matter their background. This is why youths who commit offenses such as arson and escape by force are permanently excluded.

PGYCC formerly had contracts through DJJ for the placement of youths. Senate Bill (SB) 823 shifted youth management from State to local jurisdiction. SB 92 officially closed DJJ facilities on June 30, 2023. As of January 1, 2023, PGYCC partnered with DAI to maintain the camp. As a result of the new management, the camp must obtain new contracts with the counties seeking to send their youths to PGYCC. In the past, the camp has held 80 youths with a capacity of 100. On the day of our visit, there were only 12 youths. The camp is hopeful that numbers will increase as soon as the new contracts are signed. In light of the program's positive impact, it is anticipated that new contracts will be forthcoming.

Despite low youth numbers, PGYCC is fully staffed with one lieutenant, four sergeants, eleven officers, one supervisor, and two parole agents. At the moment, PGYCC no longer has a teacher on the grounds following the transition. Aside from CDCR staff who supervise the youths, PGYCC has staff for two important programs: the Amity Foundation and the Anti-Recidivism Coalition (ARC). Amity holds a variety of programs for Restorative Justice, Criminal Thinking, Positive Reinforcement/Motivational Incentives, Violence Interruption, Substance Abuse Counseling, and Re-entry and Transitional Planning. Amity is a source of counseling that takes place in groups three times a week with one-on-one appointments once a week. ARC is very useful in helping the youths prepare for life after their release. This program provides life skills and training for filling out job applications, obtaining and keeping entry-level jobs, and similar skills. Given the youths are convicted at such young ages, some never had a role model to teach them basics skills such as shaving. PGYCC provides a well-rounded education to assist with a productive transition from adolescence to adulthood.

PGYCC's partnership with CAL FIRE is the most notable feature of the camp. The youths are trained in fire crews to be deployed with CAL FIRE. Before a youth can officially go out on a fire, he must earn six professional entry-level wildland fire service certificates with 96 hours of training. PGYCC typically has 4 fire crews, each consisting of between 12 and 17 youths. From the time they exit the ECT, the crews are in a "hook line" formation that they remain in while clearing on the fire. It begins with the chainsaws and ends with the ground tools. Each youth is paid for their work, typically the front of the line makes \$4/hour while the back of the line makes \$2.40/hour depending on position and experience.

Pine Grove Youth Conservation Camp

The Grand Jury was able to attend the Amador-El Dorado Unit's Crew Preparedness exercise. This is an annual training with crews from Tahoe-Myers, PGYCC, Growlersburg, and Ponderosa. This year Tahoe-Myers hosted the event, which was held at Lake Pardee. While in attendance, the Grand Jury was able to see the full picture of what a hook line does. The morning began with Tool Out. This is when the youths get out of the ECT and gather their equipment for their position. They each file in a line with one youth listing each tool and the team members confirming they have it. The last youth would pack extra tools on the crews and join the line. The fire captain would then ask the youths to recite firefighting rules from memory. In the training, the CAL FIRE members checked their tools and also inspected their fire shelters to ensure their equipment was not damaged.

After Tool Out, the crew checked their radios and did a simulation to deploy their fire shelters. Before learning about the fire shelters, some may have assumed the best strategy for fire-safety is to shelter in a low ditch. However, they learned the better strategy is to look for ground without much grass, which can catch fire. A nice gravel or dirt road, or even a patch of ground that has already burned is the best location to deploy a fire shelter. When crews deploy their shelters, they want to have their feet to the fire and to be close to their crew. These shelters can be used at any point while a crew is on a fire, so they train on it right after Tool Out for convenience.

The next event is an approximately four-mile hike. The hike goes up and down hills, through brush, and over rocky terrain. The route simulates terrain the crew might encounter during a fire. The hike is a timed drill, and crews get penalized if they are too slow. Interestingly, they also get penalized if they are back too fast. CAL FIRE explained that the timing measures how a captain pushes the crew. They should be pushed at a steady pace to be productive, but not so fast as to burn out the crew or to prevent adequate clearing.

After the hike, crews only get a fifteen-minute break to hydrate before they are off to cut a fire line. On a typical fire, the crew will arrive and hike into a fire and begin cutting. Doing the cut directly following the hike is a way to simulate the real thing. The crew must head to the bottom of the hill and begin cutting a path back up in one hour. The training seeks to cut 20 feet per crew member with a minimum of 300 feet cut. Given PGYCC only has six crew members on site, they should cut a minimum of 120 feet. They were successful in cutting 172 feet with their small crew. After finishing the cut, the crew hydrated while CAL FIRE provided positive and constructive feedback, highlighting the success of certain crew members while explaining how others need to work better as a team. This annual training is far from the only training the youths receive, but it is a great simulation leading into fire season.

After being deployed on a fire, a crew is not done when they return to camp. Upon return, staff searches all the equipment and strip searches the youths. Since they have been out in the community, staff needs to ensure the crewmembers bring no contraband back to camp.

Though PGYCC is known as a fire camp, the crews do more than fire prevention. When crews are not deployed on a fire, they are working on a variety of different jobs. Crews will make and deliver sandbags; perform snow removal; carry out maintenance duties at state parks; work on fuel break construction; clear roads, highways, and creeks; and perform many other services in the

Pine Grove Youth Conservation Camp

community. PGYCC is also a landing zone for Life Flight, and the youths help with transferring the gurney.

The youths have a more strenuous job than a typical inmate in jail or prison, so their meals are more substantial. The Grand Jury saw the kitchen and dining area and were told the cooks make the meals from scratch. Instead of a traditional cafeteria tray of food, PGYCC provides the youths with foods such as hamburgers and sandwiches that have a higher calorie count vital for firefighting work. The DJJ did have a larger budget for food, so meals have changed a little with DAI taking over, but the meals remain high quality. On the day of our tour, the cooks made beef stroganoff for dinner. While examining the dining hall, the Grand Jury made note that both the floor and the ceiling required repairs.

After leaving the dining hall, the Grand Jury toured the residence. The youths traditionally sleep in bunk beds, but due to the low numbers, they slept in single beds. Each space had a locker next to the bed for storage. One youth entered while we were there, and he respectfully waited instead of interrupting. The lieutenant and fire captain caught him off guard, asking him to tell the Grand Jury what he has taken away from his time at camp. From his response, it was evident the camp impacted him and that he gained maturity since his conviction.

There have been many success stories coming from PGYCC. “In September 2020, Governor Gavin Newsom signed AB [Assembly Bill] 2147 into law, which allows former non-violent incarcerated people who participated in one of the California Department of Corrections and Rehabilitation (CDCR) conservation camp fire crews to have their records expunged to remove barriers so they can seek jobs as firefighters in the community. The new law went into effect on January 1, 2021” (*AB 2147: Expedited expungement for formerly Incarcerated Fire Camp Participants*, 2023). AB 2147 has proven important for youths completing their sentence. They typically go to CCC, the national guard, CAL FIRE, or the Ventura Training Center which provides training to formerly incarcerated youths to help them become certified firefighters.

The Grand Jury returned to PGYCC to observe the 2023 Annual Pre-Fire Season Joint Training between CAL FIRE and CDCR. The training began with a briefing on incident operations. Every morning at the base camp of a fire, an Incident Action Plan (IAP) is provided, which outlines everything for the day including the weather forecast. The fire captain went through this report so both the CAL FIRE crew and CDCR officers would understand it. He pointed out that there are nine fireboxes throughout the camp with wrenches and equipment that can start defensible action. The captain also noted that it was not enough equipment for a structure fire, so the crewmember should always remember to dial 9-1-1 first. Fire captains are EMTs and have supplies at PGYCC in case of an incident. Fire captains that live in the county can go home at night, but if the crew gets deployed on a fire during the night, the crew will have to get ready before the captain arrives.

At the training, staff was not afraid to point out flaws in the camp as well as solutions for fixing them. Staff noted that the roofs need replacement, but that funding is delayed by State processing, though there is a plan to straighten out the financing. The field gets swampy, so there is a plan to repair and improve the field. There is money in the account for new AV, weight equipment, and a track and field area, but paperwork delays the process. This is also being addressed. A plan is being formed on how to do the work order to get the broken toilets fixed. One CDCR officer raised the

Pine Grove Youth Conservation Camp

idea of installing a camera at the gate for safety during the night hours when they get calls from the gate with no answer. The captain explained the challenges of installing a camera due to poor signal at the camp, but they agreed to do some more research into a solution. The Grand Jury appreciated hearing proposed solutions rather than just problems.

The main part of the joint training is learning the radios. The training provided descriptions and drawings showing how repeaters work to send radio communication signals farther than the line of sight. The fire captain trained both CAL FIRE and CDCR personnel on all the important fire channels that will be used, and how to make lists so they don't have to go searching every time. After an extensive hands-on lesson, there was an exercise. When out on a fire, communication is key. The exercise split the room into four groups (two groups vs. two groups). One group went to a separate location and found a pile of Legos. The other group stayed in the room and found an assembled Lego model. The goal was to use the radios to describe to the other group how to assemble their Legos to match the model. The key is to use communication without touching the model. This is an inherently difficult task for CDCR officers who come from high-pressure prison jobs, which require them to use numerous codes and acronyms in radio communication. The camp setting and wildfire preparation require a different approach. The exercise teaches staff to use simple words with precise descriptions, which are necessary when deployed on a wildfire. The exercise was a success as both groups completed the task in time for lunch.

After lunch, CDCR staff participated in several drills on which CAL FIRE and youths were previously trained. There was a station to learn how to use fire extinguishers. For training purposes, PGYCC practices with old or damaged fire extinguishers. One staff member that tried the station exclaimed, "Now I can officially say I have used one" after she put out a fire. Another station provided driver training. Staff was given a ride in the "bus" that hauls inmates and was provided training on all the controls. The other station practiced fire shelter deployment. CDCR staff learned how and where to properly deploy a fire shelter. The camp lieutenant participated as well; in fact, they volunteered her as the group leader for the exercise.

Findings

F1: All CDCR and CAL FIRE staff were very friendly and more than willing to answer any and all questions. They were very open and transparent in letting the Grand Jury observe their trainings where they pointed out flaws and ways to improve the system for this year.

F2: The 2019-2020 Grand Jury Report stated, "The kitchen and dining areas need repainting and ceiling tiles need replacement." Between their tour on December 5, 2019, and the response date on January 7, 2021, "the kitchen underwent a complete and thorough remodel."

The next Grand Jury Report was in 2021-2022 after the year of quarantine. That Grand Jury toured PGYCC on March 2, 2022 and found that "the new flooring was removed due to water damage." The response stated the floor replacement involved a warranty issue.

During the 2023 tour, the Grand Jury found the floor and ceiling in the dining area needed repair.

Pine Grove Youth Conservation Camp

Follow up in June 2023 found that the roof on the dining area has been replaced, resolving the leak issues. Repairs to the ceiling are scheduled, and the new flooring is at the camp ready to be installed after the ceiling repairs are completed.

F3: The lower part of the outside wall in the recreational area is missing bricks.

F4: The community benefits greatly from this program. The current low numbers of inmates due to the DJJ-DAI transition minimize the effectiveness of the camp.

F5: CAL FIRE and CDCR conduct a joint training in advance of fire season to bridge the two agencies and create a collaboratively run camp. The Grand Jury found this to be a very effective training between the two agencies.

F6: The camp only had twelve youths and one fire crew at the time of the visit with a facility capacity of 100 and four fire crews.

F7: The camp does not have trouble with staff vacancies as other facilities currently do.

Recommendations

R1: Continue to sign contracts with other counties to bring youth numbers at the camp up to have full fire crews that can be deployed.

R2: Repair the floor and ceiling in the dining area. This is the third year of findings for the dining hall to be repaired, even following a remodel.

R3: Repair the items brought up at training such as the toilets and roof.

Required Responses

PGYCC shall respond within 90 days per California Penal Code Section 933(c).

Address Responses To:

The Presiding Judge-Amador County Superior Court
500 Argonaut Lane
Jackson, CA 95642

Amador County Civil Grand Jury
P.O. Box 249
Jackson, CA 95642

Pine Grove Youth Conservation Camp

Bibliography

AB 2147: Expedited expungement for formerly Incarcerated Fire Camp Participants. California Department of Corrections and Rehabilitation. (2023, February 17).
https://www.cdcr.ca.gov/facility-locator/conservation-camps/fire_camp_expungement/

Disclaimer

The Grand Jury had one recusal from the investigation.

AMADOR COUNTY JAIL

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Amador County Jail

Authority

California Penal Code Section 919(b) states, “The grand jury shall inquire into the condition and management of the public prisons within the county.”

Summary

The Amador County Jail (Jail) was built in 1984 with an inmate capacity of 76 and a 20-year life span. In 2004 the population exceeded this capacity. Since 2009, the County has been exploring either funding a new facility or expanding the current one. The County did approve an expansion project in 2015, but it was delayed in court and is now awaiting further State processing.

In the nearly 40-year life of the Jail, there have been some infrastructure problems along with multiple staff vacancies. The Jail staff is efficient and effective with available resources.

Glossary

BOS – Board of Supervisors

AB 109 – California Assembly Bill 109 (Public Safety Realignment Act)

BSCC – Board of State and Community Corrections

County Prison Terms – A sentence greater than 365 days that would have been served at a prison before AB 109.

AB 900 – Assembly Bill 900 (Local Jail Construction Financing Program)

SB 863 – Senate Bill 863 (Adult Local Criminal Justice Construction)

CEQA – California Environmental Quality Act

PC 4024 – Penal Code 4024 (Discharge of Prisoner)

RFID – Radio Frequency Identification

Background

George Washington Lucot was Amador County Sheriff from 1914 to 1954. Lucot served during a time when he could arrive at an incident by buggy. He settled fights by challenging the trouble maker to a fight himself, and he returned folks to their front yard to sober up. In 2007, 53 years later, his grandson Martin A. Ryan followed in his footsteps and became Amador County Sheriff.

Ryan oversees a staff of 100, a \$14 billion budget, and a 76-bed jail known among inmates as “one of the nicest county jails in the state,” he [Ryan] says with a laugh. ‘My grandfather just had one or two deputies. What I do is like running a corporation, with ‘public safety’ as our product... (First Families of Corrections: Sheriff Martin A. Ryan, 2012).

Sheriff Ryan retired in 2021, but that corporation has only continued to grow. Sheriff Gary Redman now provides oversight to a much larger population of inmates.

The Jail is a type two facility, generally defined as a local detention facility used to detain people pending arraignment, attending trial, or awaiting sentencing. The jail holds both men and women 18 years and older. Before 2011, the Jail only held inmates with sentences up to 365 days. Inmates

Amador County Jail

with longer sentences went to State prison. Governor Jerry Brown signed Assembly Bill (AB) 109, which allowed inmates with “non-serious” felonies to serve in a county jail instead of a State prison. As a result, the Jail now houses inmates for sentences greater than 365 days.

The Jail is a County-run facility, which means the County Board of Supervisors (BOS) are responsible for funding maintenance, upgrades, and budgets.

Methodology

On February 8, 2023, a Lieutenant overseeing the Jail gave the Grand Jury a tour of the facility. The Sheriff, Lieutenant, and other staff members provided the Grand Jury with a briefing and a handbook to review.

The Grand Jury also conducted interviews with county personnel and reviewed:

- BSCC Website
- Amador County Sheriff’s Office Website
- Grand Jury Reports from 1996 to 2022
- Responses to Grand Jury Reports that were listed on the Amador Court website
- Amador County Website
- Tuolumne County Website
- Sacramento County Website

Discussion

Amador County was created in 1854, and as of the most recent census in 2020, has a population of 40,474. Currently missing from the Amador County website, the county mission statement begins, “The mission of Amador County is to provide leadership, accountability, and fiscal integrity to maintain a high quality of life for all our citizens” (See Attachment A).

One of Amador County’s fiscal responsibilities is to maintain the Jail, which was built in 1984. The Jail used to be cells at the courthouse until they built the Court Street facility, which has a projected lifespan of 20 years. The 20-year lifespan assumed that in 2004 Amador County would have to fund an expansion of the Jail.

In 2023, the Grand Jury visited the Jail facility, beginning with a briefing. The Jury was provided the following numbers on the allocated staff compared to the current staffing levels.

Amador County Jail

Allocated Staffing	Current Staffing
1 Captain	1 Captain
1 Lieutenant	1 Lieutenant
7 Sergeants	7 Sergeants
23 Correctional Officers	8 Correctional Officer II 6 Correctional Officer I
Total: 32	Total: 23

At the time of the visit, there were 9 vacancies in the Correctional Officer Position, and two more long-time staff were leaving in the near future. The starting pay for correctional officers is about \$24/hour with a \$2,500 starting bonus. Correctional Officers receive \$1,000 of the bonus after completion of field training and the other \$1,500 after completing probation. The pay is similar to that of a job that carries far less responsibility and substantially less danger, making recruitment difficult.

The Jail staff go through extensive training. They take 270 hours of training with a C.O.R.E course, P.C. 832 course, S.T.C. Mandated annual training, Cultural Diversity, Mental Health First Aid, First Aid and CPR, and Crisis Intervention Training. There are several additional specialized training programs that the officers take as well. The County invests in its future officers by funding the training. Since the pay is low in Amador County compared to other counties, some officers take the training and leave for a higher-paying job.

The inmate population was 93 on February 6, 2023, with 83 males and 10 females. The BSCC rated the capacity at 76 inmates with 65 males and 11 females. The current population consists of 78 non-sentenced and 15 sentenced inmates. About half of the sentenced inmates are serving county prison terms. These are the inmates sentenced with crimes too severe to allow placement in a worker program. Once an inmate is sentenced, they can be housed at a different jail to help reduce the population at the Jail, thereby keeping the Jail closer to capacity. There are currently two Amador County inmates being housed at the Tahoe Jail. They are considered Amador County inmates, but they are not counted in the Jail capacity. The population tends to exceed 100 heading into December, but some inmates are released around Christmas. The daily average for this year is 92 (a little over the capacity) as of May, but the count has reached 130 inmates (well over capacity).

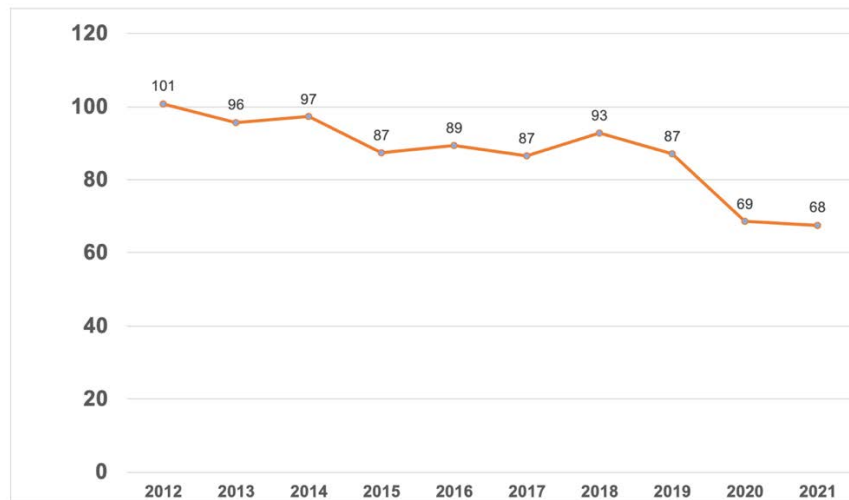
During the annual inquiry, the 2022-2023 Grand Jury reviewed the previous Grand Jury Reports from 1996 to 2022 and the available responses provided on the Amador Court website. The 2001-2002 Grand Jury discussed that the population was approaching capacity and the Jail began releasing inmates. PC 4024 allows a court to order an inmate to be released up to 30 days early. From 2014-2022, the Jail released 2,313 inmates early. The 2002-2003 Grand Jury Report found the population reached 91 on some days. By the 2003-2004 Grand Jury Report, the average daily population was 80 and there were discussions about starting the expansion project for the kitchen,

Amador County Jail

laundry room, and sobering cell. The 2009-2010 Grand Jury Report mentions that “The 2008 Needs Assessment has projected a need for 162 beds by 2011.”

Except during the Pandemic, the Jail population has exceeded capacity since 2004. The graph below is from the BSCC website and provides the average daily population from 2012-2021.

Average Daily Population of Jail Inmates, 2012 – 2021



In 2007, California implemented the Local Jail Construction Financing Program (AB 900). This grant awarded the County up to \$22,712,000 in a match grant. This means that the State would provide funds if Amador County could match 5% of the award. The 2009-2010 Grand Jury Report says, “The morale of the staff is better due to efforts to move forward with AB900.” However, the County ultimately determined it could not contribute the matching funds and therefore had to return the grant.

In 2011, the Realignment Act (AB 109) was signed by Governor Jerry Brown. This act named approximately 500 “non-serious” felonies that would now be served in county jail instead of prison. Inmates convicted of these felonies are referred to as serving county prison terms.

The inmates get two hot meals and one sack lunch delivered to the facility from Summit (the Placer County Jail). The trays used for the meals must be rinsed and returned to Summit to be sanitized. There is a worker program for inmates to do some janitorial duties including washing these trays, exchanging laundry, mopping, washing windows, and dumping inmate trash cans. When inmates are serving a county prison term, their crime is often too serious to allow them to participate in the worker program. Many inmates also have mental health or behavioral issues that keep them from being a part of the worker program. Due to the lack of qualifying inmates, Jail staff frequently fill these janitorial jobs.

While the inmate population is consistently over 76, the minimum staffing for the Jail is two officers and a supervisor. At least one female officer is legally required to be on duty at all times to handle female inmates, and the preference is to have one male and one female officer on duty.

Amador County Jail

When inmate population reaches over 100, the low staffing numbers become a challenge. The officers on duty are not only in charge of safety but they also fill in for janitorial duties, putting a strain on the system and making it difficult to complete tasks promptly. Additionally, performing janitorial duties underutilizes the skills in which the officers are trained.

In 2014 Senate Bill (SB) 863 was implemented, which provided less funding for construction projects than AB 900. Under SB 863, the State funded \$17.8 million for Jail renovation and expansion. The 2015-2016 Grand Jury Report stated, “An expansion and renovation of the facility was approved on November 2, 2015.” However, CEQA lawsuits delayed the project. Now, nearly eight years after the expansion project was first approved, the County must complete the State’s approval process and hopes to have the project out for bid by September 2023. The delays cost the County more than \$7 million. Given this timeline, the expansion project might break ground in 2024, 40 years after the Jail was built, and doubling its expected lifespan. The expansion is projected to include bigger spaces for medical, yards, and housing, along with the addition of 20 more cells, increasing the inmate capacity from 76 to 116.

The 1972 court case *Estelle v. Gamble* requires that inmates have access to medical, dental, and psychological services to avoid cruel and unusual punishment. To satisfy this requirement, there is a nurse on site seven days a week for 16 hours a day and a doctor on site four hours a week and on call at all times. Inmates receive a medical checkup upon arrival and twice a year after that. A mental health therapist comes to the jail once a week, and a psychiatrist is on site four hours a week.

Volunteers provide many educational programs to the inmates including: Alcoholics Anonymous, Narcotics Anonymous, Positive Parenting Life Skills Education class, Bible Study, Behavioral Health coping skills, and High School Diploma and preparation for G.E.D. Many of these classes were unavailable during the Pandemic but are beginning to resume now.

During the 2023 Grand Jury visit, a few of the current facility challenges became apparent. In each pod, we observed extra bunks covering the day areas, an indication of overcrowding. The female pod was separate from the male pods. There was not a classification system for segregating inmates. Separation appeared to be based on whether inmates get along in a pod rather than on criminal history.

The jury found the holding cell H1 had the glass broken out and the window boarded up. The cell was still in use as it will take six to eight weeks to get a replacement window installed. When visiting the protective custody area, we observed that the ceiling requires maintenance. The roof is outdated and needs to be replaced. There were leaks from the storm. The visible fire extinguisher was outdated as well. We observed that the medical room is the size of a broom closet. Two employees were working inside, and the members of our tour took turns standing in the doorway to observe because there was insufficient room to enter. Staff was considering purchasing a Radio Frequency Identification system for the inmates, which is a bracelet with a chip that can be used to track inmates and services throughout the Jail. After some follow-up, the Grand Jury learned that the new system has been purchased and should be online in three to four months.

Amador County Jail

In its mission statement, the County states its goal is “to maintain a high quality of life for all our citizens.” The BOS is in charge of funding the Jail and should follow the mission statement by setting appropriate financial goals for the County. Neither the mission statement nor the goals are on the County website or otherwise laid out for the County citizens. For the last 20 years, the Jail has been too small to hold the number of inmates necessary. Exacerbating the capacity problem is the AB 109 requirement that the Jail hold more County prison sentenced inmates. This capacity problem prevents many criminals from being processed and booked. For example, if a thief breaks into a citizen’s car and steals some items (generally considered a low-level crime), the thief would be released with minimal consequences, while the citizen is still trying to repair their car. Accordingly, the Jail capacity problem exacerbates crime and conflicts with the County’s stated goal “to maintain a high quality of life for the citizens.”

Findings

F1: The County mission statement and goals are not listed on the County website or advertised around Amador County. In fact, the “About” tab on the County website is completely blank (See Appendix C). Surrounding counties have their mission, vision, and values listed on their websites (See Appendix B).

F2: The Jail has a maximum capacity of 76 inmates; at the time of our visit there were 93 inmates.

F3: The Jail has 23 correctional officer positions, but only 14 were filled at the time of our visit, leaving nine vacancies.

F4: When the Jail was built in 1984, it had a 20-year lifespan before reaching the maximum capacity of 76 inmates.

F5: In 2002, the Jail population exceeded the 76 inmate capacity, and the average daily population has exceeded this capacity for the 20 years since then.

F6: In 2007, three years after it was estimated the Jail would need more cells, AB 900 was introduced. This was Amador County’s first attempt to secure funding for an expansion project.

F7: Due to CEQA lawsuits, there was an eight-year delay of the expansion project from SB 863. The County has since saved the funds necessary to make up the \$7-8 million dollar difference in funding that resulted from the delays.

F8: The Grand Jury has been making suggestions to expand the Jail for over 20 years. In recent years, the Grand Jury recommended the County consider planning for a new Jail facility when the expansion meets capacity. These recommendations were met with discouraging responses about the future from the Sheriff’s Office, with its focus being on the current expansion.

F9: The Jail has already had days when capacity exceeded 116 (which is the capacity with the expansion) even with some inmates released early, while others who committed low-level crimes were not booked at all.

Amador County Jail

F10: After the current Jail expansion plan from SB 863, there will be no more room for future expansion on this location.

F11: Staff refused to say anything bad about their jobs, even when prompted. We observed during the tour that staff seem to like their jobs but are approaching burn out due to understaffing and expanded job duties such as janitorial tasks. It was noted in several prior Grand Jury reports that staff had a morale boost during the time of the AB 900 talk and the SB 863 expansion. However, as time passed with no expansion construction, staff vacancies have increased.

F12: The roof is over 20 years old and in need of replacement. There is a plan to get the roof fixed before the expansion project begins.

F13: The staff have been very knowledgeable and accommodating during the tour and with all of our follow-up questions.

Recommendations

R1: Complete the roof replacement as soon as possible.

R2: Get the expansion project out to bid and in construction as soon as the State finishes processing the expansion approval.

R3: “Outstanding people have one thing in common: An absolute sense of mission” (Zig Ziglar). Create and make the County aware of goals for the future of the County. Update the County website with the mission statement and goals. Use these goals to guide plans for the future.

R4: Implement a funding replacement plan for future projects in the County. When the Jail expansion is complete, a Nexus study should be done to determine when the next expansion/upgrade will be needed. Start securing funding by searching for grants and investments, as well as setting aside savings for future expansion projects.

R5: “Employees are a company’s greatest asset – they’re your competitive advantage. You want to attract and retain the best; provide them with encouragement, stimulus, and make them feel that they are an integral part of the company’s mission” (Anne M. Mulcahy).

The salary of the Jail staff should be reviewed with a goal to regain the “competitive advantage” with neighboring counties. However, if this is not currently feasible, the County should focus on making staff “feel that they are an integral part” of the County. It was reported multiple times that the staff had a higher morale when there was a discussion of a new facility being built. Living in a rural community, citizens compromise the pay of a big city for the caring and compassion they are provided. Jail staff members should feel like there is a future in staying in the County even if there is not a financial incentive.

Amador County Jail

Required Responses

Amador County Board of Supervisors shall respond within 90 days per California Penal Code Section 933(c).

Amador County Sheriff's Office shall respond within 60 days per California Penal Code Section 933(c).

Address Responses To:

The Presiding Judge-Amador County Superior Court
500 Argonaut Lane
Jackson, CA 95642

Amador County Civil Grand Jury
P.O. Box 249
Jackson, CA 95642

Bibliography

First Families of Corrections: Sheriff Martin A. Ryan. Correctional News. (1BC, November 30).
<https://correctionalnews.com/2012/03/22/first-families-corrections-sheriff-martin-ryan/>

Appendix

A – Amador County Mission Statement

B – Tuolumne and Sacramento County Websites with Mission Statement

C – Amador County Website (About Section)

Appendix A



COUNTY OF AMADOR

Mission and Values Statement



The Mission of Amador County is to provide leadership, accountability, and fiscal integrity to maintain a high quality of life for all our citizens.

It is the vision of Amador County to allow the elected Board, Commissions, appointed advisory committees, and departments to focus on their services through the following values:

- Amador County understands the importance of professional ethical standards and is dedicated to providing high quality services in a courteous and timely manner.
- Amador County strives to ensure the safety of our citizens and treat them with dignity and respect.
- Amador County strives to maintain an economical structure to ensure cost effective services.
- Amador County believes in working together through cooperation, partnership, and innovative means to resolve issues and provide services to our citizens.
- Amador County understands the need for protecting our environment, agricultural, historical, and open space areas.

Appendix B

Tuolumne County:

EMERGENCY ALERTS Tuolumne County Emergency Alert Notification System
Read On...

Create a Website Account - Manage notification subscriptions, save form progress and more. Website Sign In

Home > Government > Mission, Vision and Value Statements

Mission, Vision, Value, and Ethics Statements

VISION, MISSION, VALUES

Vision

Tuolumne County is a place where all citizens enjoy opportunities to thrive in a safe, healthy, and productive community.

Values

INTEGRITY
We hold ourselves to the highest level of honesty, transparency, and ethical conduct in all relations and dealings

CREATIVITY
In responding to the current and future needs of the community, we encourage innovative and creative approaches to problem-solving.

EMPLOYEE DEVELOPMENT
We are dedicated to elevating understanding, awakening creativity, and developing competencies for successful and meaningful careers.

Mission

We provide exceptional services that:

- Create a healthy and safe community
- Exercise natural, cultural, and financial resource stewardship
- Promote economic prosperity
- Enhance quality of life

Tuolumne County
Gold Standard Service

Sacramento County:

Home > Government >

Purpose, Mission, Vision, and Values

Core Purpose
A core purpose is a statement that defines our organization's reason for being.

Enriching Communities to Thrive

Vision
A vision is a compelling conceptual image of the desired future. This statement describes "what we want to be."

We are a Premier, Trusted Employer and Organization, Serving Our Communities with Transparency, Courage and Innovation

Mission
A mission statement describes what we do every day for the community.

Improve residents' quality of life by providing cost-effective public services while fostering economic health, regional cooperation and stewardship of community assets.

Values
These values are the essential and enduring tenets of the County of Sacramento. These guiding principles govern the way we make and carry out our decisions.

Our Values for Sacramento County are:

- Principled, by that we mean we act with honesty and integrity, earning and maintaining trust.
- Respect, by that we mean we listen and give voice to others and treat them with compassion, empathy and dignity.
- Innovation, by that we mean we encourage creativity, look for and implement improvements, stretching our comfort zones.
- Diversity and Inclusion, by that we mean we are committed to having a diverse workforce reflective of our community, we embrace differences in people, skills, knowledge, experiences and opinions and practice inclusive decision-making, collaboration and teamwork.
- Excellence, by that we mean we are committed to investing in employees, being transparent, delivering high quality, responsive services.

Current Topics

- > [American Rescue Plan](#)
- > [COVID-19 Information](#)
- > [Redistricting 2021](#)
- > [County Refugee Resources](#)
- > [COVID-19 Business Recovery Grant Programs](#)
- > [Budget](#)
- > [Awards and Honors](#)
- > [Responding to Homelessness](#)

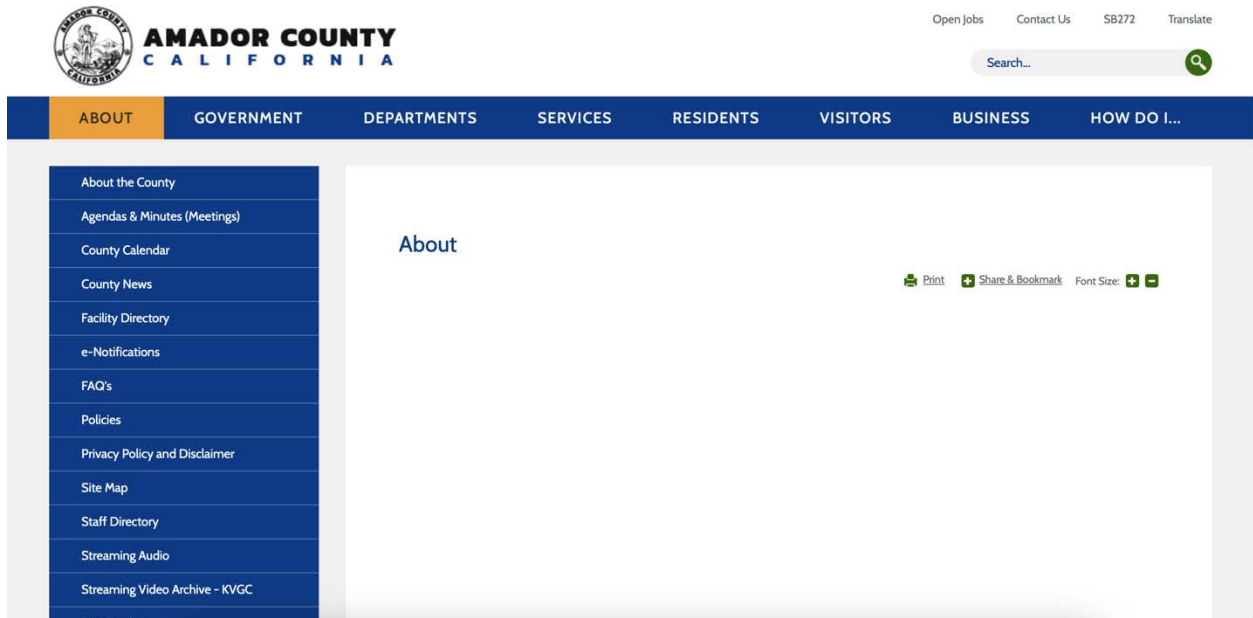
Popular Links

- > [ADA Self-Evaluation Transition Plan](#)
- > [Employment](#)
- > [Fair Housing](#)
- > [Birth Certificates](#)
- > [Business License](#)
- > [Veterans Services](#)
- > [Adoptable/Lost Pets](#)
- > [Cannabis in the Unincorporated County](#)
- > [Protect the Delta](#)
- > [More Popular Links...](#)

County Resources

- > [Elected Officials](#)
- > [Emergency Information](#)
- > [Open Data](#)
- > [Public Meetings](#)
- > [Purchases, Payments & Fees](#)
- > [Records, Permits & Forms](#)

Appendix C



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MULE CREEK STATE PRISON

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Mule Creek State Prison

Authority

California Penal Code Section 919(b) states, “The grand jury shall inquire into the condition and management of the public prisons within the county.”

Summary

Mule Creek State Prison (Mule Creek) was built in 1987, creating many new job opportunities. Mule Creek continues to be one of Amador County’s largest employers and is a significant part of the City of Ione. In 1987, the City of Ione had a population approximately equivalent to the 2023 inmate population. In fact, Mule Creek’s current combined inmate (3,823) and staff (1,644) populations exceeds Ione’s total population (5,323).

Mule Creek is comprised of the custody side, which is overseen by the warden, and the non-custody side, which is overseen by the Chief Executive Officer of Medical Health. The facilities are in need of repair after many years in operation, and the number of staff vacancies make it difficult to keep up with the wear and tear.

Mule Creek continues educating both staff and inmates. The staff are required to attend several hours of training each year. The inmates enroll in school or industry and are busy learning and working during the day.

Glossary

PIO – Public Information Officers

Mule Creek – Mule Creek State Prison

CALPIA – California Prison Industry Authority

AB 900 – Assembly Bill 900 (Local Jail Construction Financing Program)

ADA – Americans with Disabilities Act

OIG – Office of Inspector General

CDCR – California Department of Corrections and Rehabilitation

Background

In 1983, Amador County had no stoplights and only one fast-food restaurant. That was the last year there would be a graduating class from Ione High School before it merged with Jackson High School. The City of Ione had a population of about 4,000 including the Juveniles at Preston Detention Facility. The City of Ione needed jobs and was excited about the prospect of a state prison coming to town. The new facility was to be built south of Highway 104 with the name *California State Prison, Amador*. The project was moved to a plot of land on the north side of the highway due to flooding concerns. This plot was ranch land that was leased from Rancho Arroyo Seco Ranch called Mule Town Field. This prompted a name change to Mule Creek State Prison, which was complete and operational in June of 1987.

Mule Creek was built on 866 acres and broken into three facilities. The inmates are placed in a facility based on a point system derived from their crimes and behavior while incarcerated. Inmates

Mule Creek State Prison

are employed by the California Prison Industry Authority (CALPIA) in meat cutting, coffee roasting, fabric production, and laundry services. The sewing and coffee roasting industries are in Facility A, another sewing industry is in Facility B, and the laundry and meat processing industries are in Facility C. These industries provide inmates with important life skills and work ethics that can be used when they are paroled back into society.

By 2015, the inmate population was approaching capacity, which would trigger court-ordered early release of prisoners. To prevent this, Mule Creek began an expansion project that was funded by Assembly Bill (AB) 900. The expansion was completed in 2016, adding an additional 1,584 beds in an ADA-compliant facility on 60 acres just up the hill from the original facility.

Methodology

The Grand Jury took a tour of the facility on January 6, 2023.

The Grand Jury conducted interviews with Mule Creek staff.

Documents Reviewed:

- Employee Count 1-30-23
- Mule Creek State Prison Institutional Count Summary 1-26-23
- Mule Creek State Prison Employee Count and Budget Summary Fiscal Year 2022-2023
- Office of the Inspector General Medical Inspection Report November 2022
- Incident Reports 2022
- 2023 Annual Required In-Service Training for Institutional Staff
- 2023 Annual Training Requirements
- New Grievance Process Brochure for Inmates 2020
- Processing Grievances Against Staff Flowchart 2020
- Approved Allegations of Staff Misconduct (ASM) Regulations
- Approved Admin Remedy Regulations
- Notice of Change to Department Operations Manual – Staff Misconduct Allegations 2022
- 2015-2016 Mule Creek State Prison Handbook
- Ledger Dispatch Article (https://www.ledger.news/news/mule-creek-state-prison-agrees-to-clean-up-polluted-discharges/article_2be592c4-f9bd-11ed-a2cb-b39c8bcad177.html?fbclid=IwAR288Vw0wf6kNvifx834QTfoUOCvLsuEiV5uPEomoAgBojejsGQNarG5A8I)
- Waterboards Press Release “\$2.5 million settlement reached for Mule Creek State Prison violations of Clean Water Act”

Discussion

Facility Tour

Members of the Grand Jury were provided a tour of the facilities by the Public Information Officer (PIO) Lieutenant. When we entered the prison, staff told us that they were not currently using the outdoor visiting area, but that it would open again soon. Staff also informed us of the new camera

Mule Creek State Prison

system, which is not yet operational, but will be after the remaining parts arrive. Staff estimated the system will be operational in the next 3 months. The Grand Jury followed up on May 16, 2023 and found that the cameras in Facility D and Facility E were online, but the cameras for Facilities A, B, and C will follow later in the month when viewing stations are completed. These cameras are placed all over the prison, providing a more complete view than before. Not everyone is excited about the new system, but it should reduce misbehavior that previously took place out of view.

The main section of the prison is comprised of Facilities A, B, and C, which is commonly referred to as the old side of the prison. Facility A is level four, housing the inmates with the highest security. The staff chooses where they work based on seniority. Every three years the officers go through a prison reset. This is when officers, listed by seniority, start at the top choosing assignments until the newest officer receives the assignments that are left. As a result, correctional officers with low seniority often work in Facility A. Facility B is level three, mostly for inmates with mental health needs. There is a Triangle and Treatment Area (TTA), which is the only place inmates cross paths with those from a different facility, where extra oversight is necessary for security. The Grand Jury was provided a tour of Facility C, which is a level three general inmates' area. Across the creek and up the road from the old facility is the level two facilities D and E, known as the new prison. These grounds are ADA compliant and hold a majority of inmates in wheelchairs and walkers. In the minimum-security facility, there is no reference to "escape"; instead, they call it a "walk away" because there is just a fence without barbed wire.

Mule Creek has a few accommodations around the yard. There are blue cages that inmates can enter once they have been pepper-sprayed, and the water turns on to wash them off. There are also windsocks at the top of the field. These are useful so the guards know what direction to spray or throw a grenade. In the event of fog, they recall the yard, because it is unsafe when the correctional officers cannot see the inmates. Mule Creek also has a shooting range on grounds where they qualify with their service weapons. It is also used by other law enforcement agencies.

In Facility C, each building has capacity for 200 inmates, but the buildings usually have approximately 180 inmates. It is challenging to reach full capacity because disabilities prevent many inmates from using the top bunk.

All inmates in Mule Creek are in protected custody, which means they face safety risks in a higher-level prison. This could be for many reasons including the inmate being an ex-gang member or a former law enforcement agent, or some other situations that could make the inmate a target in another prison.

There are a total of 10 doctors at Mule Creek and many more nurses. These staff members do not always have a correctional officer around when they see inmates, so they are given a panic button. Unfortunately, staff accidentally press the button quite often, which causes officers to run across the yard to address false alarms.

In the chow hall, officers are locked in with the inmates while they eat. Inmates are served breakfast and dinner in the hall and sent with a to-go lunch when they leave breakfast.

Mule Creek State Prison

As California is shifting towards releasing more prisoners, Mule Creek is trying to ensure the inmates will be as prepared as possible for rehabilitation. The inmates can choose whether to go to work or school. For example, if they start work at 8:00, the doors will open at 7:30, and it is up to the inmates to go or not. When they go to work, they must wear state-issued clothes. However, in their free time, the inmates can wear anything when going out to the yard. Both Sacramento State University and Folsom Lake College offer school programs to the inmates.

On our tour, staff showed us the Prison Industry (CALPIA) where the inmates work in a variety of jobs. One of the most well-known industries is the meat processing plant where they produce meat for all of the prisons. They steam-clean the processing plant every night. Mule Creek also has a computer tech zone and a laundry zone. They do all the laundry for Mule Creek, Stockton, and other prisons. The inmates wear blue as the everyday colors. In order to stand out, they wear orange when they are new or are out in public. The plant staff does the maintenance but will take inmate crews out with them. The inmates at Mule Creek make lunches for the entire State. They also make furniture such as desks and chairs, which are never sold to the general public but can be sold to State agencies.

During our tour, Mule Creek staff tested the alarm. All of the inmates sat on the ground and patiently waited until they were told it was all clear to get up again. There are kiosks, phones, and televisions available in the day area. They also have tablets in their cells where they can send messages for a fee. All of this is provided and operated by a third party.

While on the yard, staff showed us a Native American zone that is protected even from correctional officers. A Native American officer must be present to enter and search this area.

The staff also explained that the fencing in the prison is spray painted with red dashes wherever there is loose metal. This is to make it easy during walk-through checks to tell if any metal goes missing.

The level 2 facility has all the same roles as the C facility, but with a different layout. Each pod holds 66 inmates with 6 per cell. This facility is at full capacity. There is not a lot of shade at this location, and the soil has had some settling issues. There are also no guns staffed on level 2 as there is almost no fighting on these grounds due to their selection process. When the new facility was first opened in 2016, inmates from Facility C underwent review of their points from behavioral conduct to determine who was approved to move to Facility D. The newer facility appeared much cleaner making its younger age more apparent.

Population

As of January 26, 2023, there were 3,823 inmates at Mule Creek.

There are a total of 1,644 staff at Mule Creek as of January 30, 2023.

- 860 Peace Officers
- 131 Support Staff
- 15 Executive Staff

Mule Creek State Prison

- 432 Health Care
- 54 Education
- 37 PIA
- 115 Plant Ops/Food Services

Budget

Mule Creek has a budget of \$332,031,976 for the 2022-2023 fiscal year. The budget is itemized into seven categories:

Administrative	\$8,683,524
Custody	\$163,574,143
Inmate Support	\$40,479,687
Health Care	\$110,912,892
Education	\$8,079,279
Community Partnerships	\$249,350
Rehabilitative Programs	\$53,101
Total MCSP Budget	\$332,031,976

Health Care

There are three categories of health care at Mule Creek: medical, dental, and mental health. The non-custody (health care) side of the prison has an allocation of 585 staff members and currently has about 26% vacancies. Of the population at Mule Creek, 2/3 are enrolled in mental health care. Within Mental Health, there are outpatient, enhanced outpatient, and crisis. An outpatient-level inmate is seen once every 90 days. An enhanced outpatient is offered 10 hours of group service each week. An inmate in crisis is an inmate that is a danger to others and would receive one of the eight crisis beds offered. Mule Creek seeks to transition inmates out of crisis status in less than 10 days. There are class action suits that dictate the direction of care at the prison. One recent lawsuit carries a fine of \$1,000 per staff vacancy per day.

The Office of Inspector General (OIG) is required by law to review medical care provided by CDCR institutions. The Cycle 5 OIG inspection in 2018 had an overall report of “Inadequate.” The report showed improvement from Cycle 4, but it was not until Cycle 6 in April of 2022 that Mule Creek received an overall rating of “Adequate.” The Cycle 5 report had only three out of thirteen categories marked as Adequate: Health Care Environment, Preventive Services, and Administrative Operations. The Cycle 6 report had eight of the thirteen categories marked as Adequate. Of the changes since the Cycle 5 report, eleven categories either improved or stayed the same. However, both the Health Care Environment and the Administrative Operations dropped from Adequate to Inadequate.

Mule Creek State Prison

Table 1. MCSP Summary Table

Health Care Indicators	Cycle 6 Case Review Rating	Cycle 6 Compliance Rating	Cycle 6 Overall Rating	Change Since Cycle 5
Access to Care	Adequate	Proficient	Adequate	↑
Diagnostic Services	Adequate	Inadequate	Inadequate	=
Emergency Services	Adequate	N/A	Adequate	↑
Health Information Management	Adequate	Adequate	Adequate	↑
Health Care Environment	N/A	Inadequate	Inadequate	↓
Transfers	Adequate	Inadequate	Inadequate	=
Medication Management	Adequate	Inadequate	Inadequate	=
Prenatal and Postpartum Care	N/A	N/A	N/A	N/A
Preventive Services	N/A	Adequate	Adequate	=
Nursing Performance	Adequate	N/A	Adequate	↑
Provider Performance	Adequate	N/A	Adequate	↑
Reception Center	N/A	N/A	N/A	N/A
Specialized Medical Housing	Adequate	Adequate	Adequate	↑
Specialty Services	Adequate	Adequate	Adequate	↑
Administrative Operations [†]	N/A	Inadequate	Inadequate	↓

Training

The staff at Mule Creek is divided into custody and non-custody. The custody side of the prison holds correctional staff who report to the warden. The non-custody side has the health care workers who report to the Chief Executive Officer of Health Care. They all go through several annual training courses together, and separately as specified in their job.

ALL STAFF

- Developmental Disability Program (DPP) - CAMU
- Disability Placement Program (DPP) - CAMU
- Durable Medical Equipment
- EEO Sexual Harassment Prevention
- Effective Communication - CAMU
- Ethics
- Fire Safety
- Fleet Training: Motor Vehicle Accident Procedures
- Heat Related Pathologies
- IIP, ATD, ECP, & Biosafety Plan Awareness

Mule Creek State Prison

- Information Security Awareness
- Introduction to the Incident Command System
- Prison Rape Elimination Act
- Overview of the Mental Health Service Delivery System
- Rehabilitation
- Working Successfully with Transgender Inmates

CUSTODY

- Assuming an Armed Post
- Inmate Disciplinary Process for Correctional Officers
- Inmate Disciplinary Process Mental Health Assessment
- Offender Grievance & Appeal Process
- TB Testing & Quiz

NON-CUSTODY

- Active Shooter Awareness
- Communicable Disease Prevention
- Diversity and Inclusion

Clean Water Act

Amador County and California Sportfishing Protection Alliance (CSPA) partnered in a Clean Water Act lawsuit against Mule Creek in 2021. After years of testing and investigating the source of pollution in Mule Creek, it was determined that the wastewater collection system at Mule Creek needs repairs to stop the sewage leak. On May 18, 2023, CDCR agreed to pay Amador County's legal bills from the lawsuit as well as \$11 million in repairs to the wastewater collection system. CDCR is required to complete the repairs in seven years and to halt all discharges to the creek in the meantime.

Findings

F1: The section of the prison that houses facilities A, B, and C was built in 1987 and requires maintenance, while facilities D and E were built in 2016 and show less need for maintenance. None of the maintenance issues seemed to halt the functioning of the prison but must be addressed. Problems include: water on the floor in certain building areas, leaking roofs, cracked windows, an electrical outlet box hanging off the walls, and paint missing or incomplete in many areas. Also, building 12 in Facility C is built off a slope and sometimes has flooding.

F2: All employees and inmates on the tour were respectful, professional, and very willing to answer questions.

F3: Mule Creek is understaffed in both the custody (report to warden) and non-custody (health care) sides despite their recruitment efforts.

Mule Creek State Prison

F4: There are instances where custody (report to warden) and non-custody (health care) staff have conflicts in regard to how to handle inmates, such as when being sent to an appointment.

F5: The annual training is repetitive and does not always capture the full attention of the staff. In 2020, the training was moved online, and included quizzes to ensure staff were actively participating.

F6: The OIG reports show an overall rating of Adequate. In the report, seven categories improved to adequate. However, both the Health Care Environment and Administrative Operations were once adequate and are now inadequate.

F7: A new security system of cameras is being installed.

F8: The issue of contamination into Mule Creek has been resolved, and repairs will be made to halt any future contamination.

Recommendations

R1: To address the understaffing for facility maintenance, the Grand Jury recommends Mule Creek increase the number of inmates helping the plant staff. Despite the best efforts to recruit, Mule Creek remains understaffed and needs to do repairs to the old facility. The population of inmates is there and is already implemented into CALPIA. Another job could be a maintenance crew that could help staff keep up on repairs.

R2: The Grand Jury recommends the implementation of additional training exercises for custody and non-custody staff who work together. We recommend Mule Creek review the joint training exercises between CDCR officers and CAL FIRE staff at the Pine Grove Youth Conservation Camp. CDCR officers are provided with activities for fire training and the use of the radios to make sure they are operating in sync. These training exercises should give custody and non-custody staff the opportunity to view things from the other group's perspective.

R3: The Grand Jury recommends Mule Creek bring the grade up in both the Health Care Environment and Administrative Operations on the medical reports by Cycle 7, without letting other categories fall behind.

R4: The Grand Jury recommends Mule Creek bring the new cameras online in Facilities A, B, and C.

Mule Creek State Prison

Required Responses

The warden of Mule Creek State Prison shall respond within 90 days per California Penal Code Section 933(c).

Address Responses To:

The Presiding Judge-Amador County Superior Court
500 Argonaut Lane
Jackson, CA 95642

Amador County Civil Grand Jury
P.O. Box 249
Jackson, CA 95642

Disclaimer

We had one juror recusal from this investigation.

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RESPONSES TO THE
2021-2022 GRAND JURY
FINAL REPORT

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Responses to the 2021-2022 Grand Jury Final Report



AMADOR COUNTY BOARD OF SUPERVISORS

County Administration Center
810 Court Street • Jackson, CA 95642-9534
Telephone: (209) 223-6470
Facsimile: (209) 257-0619
Website: www.co.amador.ca.us

September 6, 2022

The Presiding Judge – Amador County Superior Court
500 Argonaut Lane
Jackson, CA 95642
Amador County Civil Grand Jury
PO Box 249
Jackson, CA 95642

Re: Grand Jury Report Responses 2021-2022

Dear Judge:

Please find below the County's response to the 2021-2022 Grand Jury report. We appreciate the Grand Jury's time and consideration and would welcome the opportunity to answer any questions that you or they might have.

AMADOR COUNTY FIRE-RELATED RESOURCES AND COMMUNITY COMMUNICATIONS ARE UNRELIABLE AND INCONSISTENT

FINDINGS

F1: The County General Plan Housing and Safety Elements are out of date and need to be updated.

The respondent agrees with the finding. These elements of the General Plan are in the process of being updated.

F2: There are insufficient County plans or procedures to mitigate fire dangers for existing residential properties.

The respondent disagrees wholly with the finding. The County has recently passed Ordinance 1820, which mandates defensible space requirements for residences within the unincorporated County. This should be adequate without being overbearing to mitigate dangers.

Responses to the 2021-2022 Grand Jury Final Report

F3: We commend the BOS for passing Ordinance No. 1820, which the County recently adopted.

The respondent agrees with the finding.

F4: The County has insufficient staffing for grant programs that support fire safety in the County.

The respondent agrees with the finding.

F5: The AFSC, a non-profit organization, is focused and active in fire mitigation and protection within the County. Several County officials referred the Grand Jury to AFSC for information, despite AFSC being a non-profit organization unaffiliated with the County. We commend AFSC for its service to the community.

The respondent agrees with the finding.

F6: There is insufficient County-level accountability or funding for fire safety enforcement in the County.

The respondent disagrees wholly with the finding. CalFire is the agency that is responsible for inspecting the requirements of this Ordinance, which they do without charging the homeowners for this service. If the County begins assuming responsibility for the enforcement, then CalFire's participation in this process will stop, and the County will need to invest more of the extremely limited resources into this process.

F7: There are insufficient funds to enforce County Ordinance No. 1820.

The respondent disagrees wholly with the finding. CalFire is the agency that is responsible for inspecting the requirements of this Ordinance, which they do without charging the homeowners for this service. If the County begins assuming responsibility for the enforcement, then CalFire's participation in this process will stop, and the County will need to invest more of the extremely limited resources into this process.

F8: There is insufficient communication within the County fire related agencies, due to the lack of staffing and funding.

The respondent partially disagrees with the finding. As always, the allocation of funds is a challenge, given the limited population served in the unincorporated County and the splintering of Fire Districts within the unincorporated County. More funding would not solve this problem without solid cooperation from all fire agencies, and that cooperation is not currently present.

Responses to the 2021-2022 Grand Jury Final Report

F9: There is no County department devoted to finding, applying for, and managing grant funding.

The respondent agrees with the finding. The Board of Supervisors has tasked the Economic Development staff with the task of securing a contract with a consultant that will perform these tasks.

F10: The County provides the public insufficient fire-safety resources that are reliable, current, and educational. As a result, the Grand Jury finds the County is not meeting its General Plan Safety Element Goal S-2 to reduce fire risks to current and future structures.

The respondent disagrees wholly with the finding. The County information is not perfect, but taken as a whole, the information available to the average homeowner is adequate. The County should not have to take on the entire task of homeowner education, given the level of resources currently available from the State and the other fire districts.

F11: The Grand Jury finds that information on fire safety and prevention websites are fragmented and not current. Many links for resources are not useful or functioning.

The respondent agrees with the finding. Improvements are being made as opportunity provides.

RECOMMENDATIONS

R1: The Grand Jury recommends that the Housing Element along with the Safety Element be brought into compliance with State statute as soon as possible and no later than December 31, 2022. (F1)

The recommendation has been implemented, although the completion date is unknown. The County is hopeful to have this complete by the end of 2022.

R2: The Grand Jury recommends that the County further consider prioritizing, implementing, and enforcing fire safety programs including the new Ordinance No. 1820 for residences and private landowners. (F2)

The recommendation will not be implemented because it is not warranted. As discussed with the finding, CalFire is enforcing the ordinance, and to do otherwise would result in significant additional costs to an operation that is in need of every bit of current funding.

Responses to the 2021-2022 Grand Jury Final Report

R3: The Grand Jury recommends that the BOS consider coordinating with State representatives and neighboring county partners to more efficiently utilize grant funding resources and to petition State and Federal government to address staffing shortages at the State and Federal levels. (F4)

The recommendation has not been implemented, but will be implemented in the future. All opportunities to apply for grants will continue to be considered. The BOS has tasked staff to place grant consultants under contract so that applications can be readily prepared when suitable grant funding opportunities are identified.

R4: The Grand Jury recommends that the County consider taking over more direct responsibility and accountability for fire protection and not rely on less accountable non-profit and nongovernmental entities. (F5/6)

The recommendation will not be implemented because it is not warranted. This question gets to the core of fire protection for Amador County, and whether the consolidation of fire protection services is better than the service that is provided by the smaller districts and cities providing service for themselves and assisting their neighbors as possible. The County has encouraged consolidation in the past, but that course of action has not been supported locally. As such, the various districts and the cities are responsible for their own fire protection.

R5: The Grand Jury recommends that the County consider hiring or assigning a County employee the responsibility to enforce Ordinance No. 1820 and any other defensible space laws and regulations. (F7).

The recommendation will not be implemented because it is not warranted. Please see the response to Recommendation #2.

R6: The Grand Jury recommends that the County consider hiring a financial advisor to prioritize the budget to address staffing needs, and consider hiring a grant writer to pursue grant funding.

The recommendation will not be implemented because it is not reasonable. Adding the costs associated with additional staff in order to find the budget to allocate to fire resources is counter-intuitive. Staff has been tasked with working with a consultant to identify and apply for grants for all areas of the County.

R7: The Grand Jury recommends that all County websites be updated quarterly with current information so the public is able to access resources easily and quickly. We recommend that a website be created to provide all fire related issues and resources in one place.

- a. There should be a link on the county website to this website.
- b. The website should assist homeowners in finding specific information pertinent to fire prevention, mitigation, and other fire issues.

Amador County Board of Supervisors ➤ County Administration Center ➤ 810 Court Street ➤ Jackson, California ➤ 95642
Telephone (209) 223-6470 ➤ FAX (209) 257-0619

Responses to the 2021-2022 Grand Jury Final Report

- c. The website should have a printable or electronic complaint form that will streamline the enforcement process for Ordinance No. 1820.
- d. The website should contain an organizational chart of all fire-related resources in the County.

The recommendation will not be implemented because it is not warranted. This information is better maintained and provided to the public by the professional fire agencies, such as the individual fire protection districts or CalFire. The County does not have the resources to provide this information reliably and in a timely manner, although links to those agencies can be provided on the County's website.

AMADOR COUNTY JAIL

FINDINGS

F1. The jail is 38 years old and was designed with a 20-year lifespan intended to house 76 inmates.

The respondent agrees with the finding.

F2. Correctional staff positions are unfilled despite recruitment efforts to fill them.

The respondent agrees with the finding.

F3. This Grand Jury notes that prior Grand Juries have made similar findings and recommendations numerous times, and no progress has been made.

The respondent partially agrees with the finding. Please see the County's response to Recommendation #2 for an explanation and discussion of this issue, as the Board of Supervisors stands ready to construct the jail addition, but the State of California and its incessant bureaucracy continue to uselessly stifle the County's efforts.

RECOMMENDATIONS

R1. The County and Sheriff's Office should consider filling vacancies and reviewing the compensation and incentives to encourage recruitment. [F2]

The respondent agrees with the finding.

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Responses to the 2021-2022 Grand Jury Final Report

R2. The BOS should consider whether to approve and secure the necessary funding to initiate construction of the jail expansion.

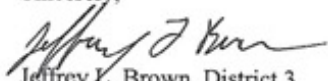
The jail expansion project has been held up by many different things, but it has never been held up by a lack of funding or commitment by the Board of Supervisors. In fact, it is the massive bureaucracy created by the State of California that continues to keep the project from being constructed, as the project continues to be delayed by sluggish approval processes that add no value whatsoever to the project, but instead cost the taxpayers millions of dollars. The Board has had to work to find ways to fund this project as the State has caused the price to rise, and will be prepared to bid the project as soon as the State gives the approval to do so.

The County applied for and received funding in 2016 to construct a jail addition that would provide additional space and rooms for additional inmate services that cannot be provided in the current facility. After plans were drawn up and the process of finalizing bid documents was underway, the County was sued under CEQA, which brought the process to a halt. In 2020, after the CEQA lawsuit had lost in every court possible without garnering any merit whatsoever, the process began again, with many of the state agencies requiring review of the documents from the beginning despite having already approved them previously.

The Office of the State Fire Marshall and the Department of Finance have both been absolutely horrible to deal with, as they consistently refuse to answer a question, or they give a different answer to one that they have given previously and will not stand behind previous interpretations or written decisions. As such, this project remains mired in the state bureaucratic quicksand. As soon as the reviews are complete, the county has committed the funds to get the project started – the funding is not and has never been an issue, although the delays by the state have caused the estimated costs for the County to skyrocket. All of these funds could have been used for the other suggestions that the Grand Jury made in this report as to how the County could better use its funding.

Given the repeated findings by the Grand Jury, the County would suggest that subsequent Grand Juries investigate the State Departments that have been mentioned previously as to the reasons for their delay and the impacts of those very delays. These departments seem to operate without purpose – service to the public is a foreign concept. They operate without oversight or ramification for their actions, and their impacts are unconscionable, given the need and urgency of the situation that they are making worse. The County would encourage the Judge that also reads this response to make inquiries as to the issues surrounding the cost and time required for reviews by these departments. It should be unacceptable to the Governor and unacceptable to the people of California, but without oversight, we have no means to enact change.

Sincerely,



Jeffrey L. Brown, District 3
Chairman, Amador County Board of Supervisors

Amador County Board of Supervisors • County Administration Center • 810 Court Street • Jackson, California • 95642
Telephone (209) 223-6470 • FAX (209) 257-0619

Responses to the 2021-2022 Grand Jury Final Report

STATE OF CALIFORNIA — DEPARTMENT OF CORRECTIONS AND REHABILITATION

GAVIN NEWSOM, GOVERNOR

**DIVISION OF JUVENILE JUSTICE
PINE GROVE YOUTH CONSERVATION CAMP**

13630 Aqueduct Volcano Road
P.O. Box 1040
Pine Grove, CA 95665



September 21, 2022

The Honorable Renee C. Day, Presiding Judge
Amador County Superior Court
500 Argonaut Lane
Jackson, California 95642

Amador County Civil Grand Jury
PO Box 249
Jackson, California 95642

RE: 2020-2021 Amador County Grand Jury Report

The Amador County Grand Jury inspected Pine Grove Youth Conservation Camp (PGYCC) on March 2, 2022. Pursuant to Penal Code 933.05, I am required to respond to this Grand Jury report. During the inspection, they took an extensive tour of the facility and interviewed PGYCC staff as well as other youth and myself. In their report, they made five findings and three recommendations.

FINDINGS:

- F1: The facility is generally well maintained.
• I agree with the finding.
- F2: The kitchen floor needs to be repaired. The new flooring was removed due to water damage.
• I agree with the finding.
- F3: The ventilation unit in the ceiling in the dining area is rusty and corroded.
• I agree with the finding.
- F4: The chairs in the day room are stained and outdated.
• I agree with the finding.
- F5: We observed the new paint and other small repairs that have been done since the 2019-2020 Grand Jury Report
• I agree with the finding.

Responses to the 2021-2022 Grand Jury Final Report

STATE OF CALIFORNIA — DEPARTMENT OF CORRECTIONS AND REHABILITATION

GAVIN NEWSOM, GOVERNOR

DIVISION OF JUVENILE JUSTICE
PINE GROVE YOUTH CONSERVATION CAMP
13630 Aqueduct Volcano Road
P.O. Box 1040
Pine Grove, CA 95665



RECOMMENDATIONS:

- R1: The kitchen floor should be repaired as soon as possible due to possible health issues (F2)
- I agree with the finding. The flooring had a warranty issue. PGYCC staff is currently working with the company for flooring replacement and installation.
- R2: The ventilation unit in the ceiling in the dining area should be repaired or replaced as soon as possible (F3)
- I agree with the finding. The ventilation unit was repaired in the Summer of 2022.
- R3: Chairs should be repaired or replaced. (F4)
- I agree with the finding. PGYCC staff is currently looking into options for either chair repair or replacement.

If you have any questions or concerns, please contact me (209) 296-7581.

Thank you,

A handwritten signature in black ink, appearing to read "Michael Gomes", is written over a horizontal line.

Michael Gomes
Superintendent
Pine Grove Youth Conservation Camp