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PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Function

Provide for the control, storage, and distribution of storm, flood, and other waters under district's jurisdiction and make that water available for any present or future lawful, beneficial use or uses of lands or inhabitants within the district. The water can be used for irrigation, recreation, fire protection and can be used by municipal, commercial, industrial entities. .

Background

The Plumas County Board of Supervisors serves as the Board of Directors for the Plumas County Flood Control and Water Conservation District (PCFC). In the past, the primary function of PCFC was purchasing water from the State Water Project (from Lake Davis) as one of the 29 state water contractors and distributing that water to customers in Plumas Count, including the City of Portola and the Grizzly Lake Resort Improvement District. However, as a result of an agreement settling a lawsuit over changes in the state water contract (the Monterey Amendment), the PCFC also became one of three parties to the Plumas Watershed Forum (WF). The forum was established to implement watershed management and restoration activities for the benefit of Plumas and the State Water Project.

The Monterey Settlement Agreement (MSA) provides for the California Department of Water Resources to pay the PCFC \$8 million in the form of eight annual payments. The first four payments must be made as long as the PCFC complies with the MSA, but the final four payments are contingent upon the successful completion of a new Environmental Impact Report for the Monterey Amendment.

Under the MSA, a majority of the \$1million received each year must be spent on "watershed programs." The Watershed Forum members have adopted the Feather River Watershed Management Strategy, which provides a framework for the forum's prioritization and funding of specific watershed management and restoration projects. The balance of each \$1 million payment may be used for any PCFC-related purpose, as determined by the PCFC after considering the needs of the Watershed Forum. In practice, the forum members have agreed that \$500,001 (a "majority") of each payment will be spent on watershed programs and the remaining \$499.000 will be spent by the PCFC after consulting with the forum.

Findings

1. It is not clear that all projects or proposals for which MSA funds have been expended have been approved by the WF.
2. It is not clear exactly how much money has been received by PCFC under the MSA.
3. It is not clear how the money received by PCFC under the MSA has been spent.

4. The previous Grand Jury expressed the belief that some of the project expenditures did not meet the MSA's stated goals. Further investigation reveals that these project expenditures were approved by the WF. However, it is unclear how the programs specified in the MSA were served by the expenditure of \$115,000 for "budget expenditures" and \$452,000 to "repay the general fund for loans to PCFC for expenditures that had accumulated for several years ". These expenditures are being reviewed by DWR.

Recommendations

The Grand Jury recommends:

1. That while the directions for expenditure of funds under the MSA allow some latitude, the PCFC avoid the temptation to expend MSA funds for purposes not approved by the WF and that do not specifically benefit the MSA programs.
2. That the PCFC explain how the \$115,000 of "budget expenditures" and the \$452,000 for loan repayment benefited the programs specified by the MSA.
3. That the PCFC states exactly how much money it has received to date under the MSA.
4. That the PCFC states clearly how the funds received under the MSA were spent and how much of those funds have not yet been spent.
5. That the PCFC keep the public informed of the status of the EIR and legal challenges to the MSA.

COMPLAINT SUMMARY

COMPLAINT #04/05-01

Nature of Complaint

This is a continuation of last year's Grand Jury Complaint #03/04-03 alleging widespread and gross misconduct within County Offices.

Response

The issues of this complaint were discussed by the Law and Justice Committee and the complainant was advised by letter to take the complaint to the California Attorney General's Office.

COMPLAINT #04/05-02

Nature of Complaint

This complaint was a continuation of several complaints previously filed with previous Grand Juries against a Plumas County employee.

Response

This complaint was referred to the District Attorney and County Counsel offices.

COMPLAINT #04/05-03

Nature of Complaint

This was a continuation of complaint 03/04-09 alleging wrongful and retaliatory termination of employment at Plumas District Hospital (PDH).

Response

As this complaint had been investigated by the Health, Education, and Welfare Committee of the Grand Jury last year, and deemed a labor dispute, it was not investigated further as it did not fall under Grand Jury jurisdiction. The complainant was notified by letter.

COMPLAINT #04/05-04

Nature of Complaint

Complaint delineated a list of problems arising from a private civil matter.

Response

The Grand Jury declined to pursue investigation, indicating to the complainant by letter that this was a private civil matter and could possibly be resolved by legal counsel.

COMPLAINT #04/05-05

Nature of Complaint

The complaint lodged was of a possible criminal nature involving the destruction of property.

Response

The complaint was referred to the District Attorney and after his review it was determined that the statute of limitation has expired.

COMPLAINT #04/05-06

Nature of Complaint

The complainant accused a Sheriff Deputy of not acknowledging monies he had supposedly received.

Response

The complainant was informed by letter that this was not considered a matter for the Grand Jury.

COMPLAINT #04/05-07

Nature of Complaint

Complaint was submitted regarding an issue the complainant had with Plumas County several years ago.

Response

After reviewing the history of the incident the Grand Jury felt that this was not an item for Grand Jury investigation and the complainant was informed by letter of this action.

COMPLAINT #04/05-08

Nature of Complaint

This complaint stated that no action had been pursued by Plumas County Officials on a previous criminal conviction.

Response

The complaint was referred to the County District Attorney.

COMPLAINT #04/05-09

Nature of Complaint

Alleged improper actions that were taken by the Indian Valley Fire Chief, while at a Greenville Park the summer of 2004.

Response

Complaint was reviewed by the Grand Jury, but not investigated. A letter was written to the complainant stating that all district fire departments would be notified to use caution when exhibiting equipment.

COMPLAINT #04/05-10

Nature of Complaint

Complainant charged that the Portola City Council is remiss in dealing with the citizens of the City of Portola and is out of compliance with the Portola Municipal Code.

Response

The Grand Jury reviewed the complaint, but action will not be taken this year. This item will be referred to the 2005-2006 Grand Jury.

COMPLAINT #04/05-11

Nature of Complaint

Complaint was made against actions by the Plumas County Planning Department.

Response

The Grand Jury reviewed the complaint, but action will not be taken this year. This item will be referred to the 2005-2006 Grand Jury.

COMPLAINT #04/05-12

Nature of Complaint

The complainant brought a situation to the Grand Jury's attention regarding a card lock transaction.

Response

This matter was unfounded and resolved.

COMPLAINT #04/05-13

Nature of Complaint

A complaint was received by a parent whose child attends elementary school within the Plumas Unified School District. The complaint alleged mistreatment of the child by a teacher and was supported by letters received by the Grand Jury through the District Attorney. The complaint also alleged a lack of response from the school district administration.

Response

An Accusation Hearing was conducted by the District Attorney. The Grand Jury heard testimony from several witnesses and complainants.

The Grand Jury deliberated after the hearing and concluded that there was reasonable cause for the District Attorney to bring an accusation against the school district administration. This matter is now in the hands of the District Attorney.

COMPLAINT #04/05-14

Nature of Complaint

This complaint involves the alleged mistreatment and harassment of family members over a number of years by the Plumas County Sheriff's Department.

Response

The Grand Jury will review the complaint, but action will not be taken this year. This item will be referred to the 2005-2006 Grand Jury.

COMPLAINT #04/05-15

Nature of Complaint

The complaint stated problems that had occurred because of lack of following zoning ordinances by his neighbors.

Response

No action will be taken this year and the complaint will be referred to the 2005/2006 Grand Jury.

Plumas County Grand Jury Investigation History

DEPARTMENT/ AGENCY/PROGRAM	Earlier Years	2001- 2002	2002- 2003	2003- 2004	2004- 2005
Administrative/CAO	95-96	X			
Assessor	95-96, 98-99				
Auditor/Controller		X			X
Board of Supervisors		X			X inc
Clerk/Recorder		X inc			
Chamber of Commerce					
Information Technology	99-00				
Fair		X			
Farm Advisor					
Law Library	99-00				X
Library	98-99				
Literacy Program	98-99				
Museum	98-99				
Human Resources	99-00			X	X
Treasurer/Tax Collector	98-99				
Alcohol and Drug	95-96	X inc			X
Senior Services					
District Attorney – Family Support Division	97-98				
Mental Health	95-96, 99-00				X
Plumas County Public Health Agency				X	
Public Administrator					
Public Guardian/Conservator	99-00				
Sierra House	99-00				
Social Services	95-96				
Veteran's Services	95-96				
Animal Control	95-96	X	X		
County Counsel					
District Attorney	98-99				
Fish and Game Commission					
Jail	98-99	X	X	X	X
Victim Witness					
Office of Emergency Services					
Probation	98-99	X		X	
Juvenile Hall			X		