

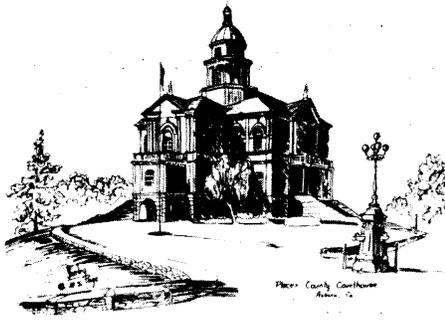
*Placer  
County*



2011-2012

GRAND JURY

**RESPONSES**



## PLACER COUNTY GRAND JURY

11490 C Avenue  
Auburn, CA 95603

Phone: (530) 886-5200  
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December 12, 2012

The Hon. Alan V. Pineschi  
Presiding Judge, Superior Court  
County of Placer  
P.O. Box 619072  
Roseville, CA 95661

The Hon. Jeffrey S. Penney  
Advising Grand Jury Judge  
County of Placer  
P.O. Box 619072  
Roseville, CA 95661

And Citizens of Placer County

Re: Responses to the 2011-2012 Placer County Grand Jury Report

Dear Judge Pineschi, Judge Penney and the Citizens of Placer County:

The 2012-2013 Placer County Grand Jury has received and reviewed all the responses to the 2011-2012 Grand Jury Report.

The Responses that are assembled and published in this Response Report are those that were received after the May 31, 2012 publishing deadline. An electronic version of all responses will be published on [www.placergrandjury.org](http://www.placergrandjury.org), the Placer County Superior Court website.

Sincerely,

Albert A. Erkel, Jr.  
Foreperson Placer County Grand Jury

Placer County  
2011-2012 Grand Jury  
Recommendation Responses

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Placer County  
2011-2012 Grand Jury  
Recommendation Responses

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Placer County  
2011-2012 Grand Jury  
Recommendation Responses

**The Fair**

(Pages 13-23, 2011-2012 Final Report)

Respondents:

Placer County Board of Supervisors  
Placer County Executive Office  
Jim Durfee, Department of Facilities Director



# County of Placer Board of Supervisors

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JACK DURAN  
District 1

ROBERT M. WEYGANDT  
District 2

JIM HOLMES  
District 3

KIRK UHLER  
District 4

JENNIFER MONTGOMERY  
District 5



June 19, 2012

RECEIVED

John Wilhelm, Foreperson  
Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

Placer County Grand Jury

**Re: 2011-12 Grand Jury Final Report – *The Fair and the Unfair: A History of Continuous Neglect***

Dear Mr. Wilhelm,

This letter is in response to the 2011-2012 Grand Jury's Findings & Recommendations from the report titled *The Fair and the Unfair: A History of Continuous Neglect*. The Placer County Board of Supervisors would like to thank the members of the 2011-12 Grand Jury for their efforts associated with the Placer County Fairground speedway and appreciates your concern for the welfare of both City and County residents.

## **Findings of the Grand Jury**

1. The current contract that the County has with the Association to run the County Fair is illegal because it violates the five year limitation for such contracts contained in §25905.

**Board of Supervisors Response:** The Board of Supervisors disagrees with this Finding. The agreement between the County and the Association provides for the Association to continue operations on a year-to-year basis until the contract is renewed or renegotiated. Given that the contract's annual renewal period is less than five years, the contract is consistent with the requirements of Government Code Section §25905 (Code) and is a legal agreement.

2. The County has a history of failing to comply with this same statutory limitation. A preceding contract that the County had with the Association to run the County Fair stayed in effect from January 1, 1983, through June 30, 1993, a period of ten years and six months. Accordingly, this preceding contract also violated the five-year limitation for such contracts contained in §25905.

**Board of Supervisors Response:** The Board of Supervisors disagrees with this Finding. The agreement between the County and the Association provides for the Association to continue operations on a year-to-year basis until the contract is renewed or renegotiated. Given that the contract's annual renewal period is less than five-years, the contract is consistent with the requirements of the Code and is does not violate the five-year limitation for such contracts.

3. The County has been negligent in failing to comply with the five year contract limitation contained in §25905.

**Board of Supervisors Response:** The Board of Supervisors disagrees with this Finding. The agreement between the County and the Association provides for the Association to continue operations on a year-to-year basis until the contract is renewed or renegotiated. Given that the contract's annual renewal period is less than five-years, the contract is consistent with the requirements of the Code and is a legal agreement.

4. The County has been negligent in failing to appoint a County employee to monitor the Association's compliance with the terms of the current contract to run the Fair.

**Board of Supervisors Response:** The Board of Supervisors disagrees with this Finding. The responsibility for administration and oversight of this agreement is assigned to the Facility Services Director and Assistant Director.

5. This negligent lack of oversight allowed the Association to wrongfully make the major structural modifications to the Speedway that produced the numerous environmental problems that the County now faces.

**Board of Supervisors Response:** The Board of Supervisors disagrees with this Finding. Given the nature of this type of agreement, it was incumbent upon the Association to provide the proper notice to the County and to secure necessary permits prior to making these modifications to the racetrack. When the County received the Association's letter on December 13, 2006 regarding the Association Board of Directors' approval of the improvements to the track and the ramps, the letter stated the improvements had already been completed. The Assistant Facility Services Director has been engaged in discussions with the Association and in initiating environmental studies necessary to establish the terms and conditions of a new operating agreement, including preparing an Environmental Questionnaire to formally initiate the environmental review process through the County's Community Development Resources Agency (CDRA). On October 28, 2011, CDRA circulated that document for early consultation to affected agencies and to private citizens who requested notification of Speedway activities. Based on comments on the proposed project, it was determined that preparation of an Environmental Impact Report (EIR) would result in the most responsive approach to the identified issues. CDRA and Facility Services have since identified a third party consultant to prepare an EIR and are committed to completing this process as expeditiously as possible. Facility Services will be working on a proposed new operating agreement while the EIR process is underway with the goal of presenting both documents to the Board of Supervisors upon completion of the EIR. The County has also required the Association to obtain after-the-fact permits for grading and building activities associated with the modifications to the Speedway that occurred in 2006-07.

6. The County's continuing failure to enforce the five year contract limitation and the County's failure to terminate the contract for a major breach of its provisions, has allowed the Association to benefit from its own wrongdoing. The contract continues to be in effect indefinitely; the Association continues to resist any of the safeguards, controls, or oversight the County believes necessary to deal with the environmental problems created by these wrongful modifications, and the Association has shifted responsibility for the cost of the environmental studies that it should have borne, had it sought proper approval, to the County taxpayers.

**Board of Supervisors Response:** The Board of Supervisors partially agrees with this finding. We disagree with the initial statements regarding the contract limitation, but agree that the Association has not assumed the responsibility for the cost of the necessary environmental studies of the County owned fairgrounds. We understand through discussion with Facility Services that there are completed and ongoing improvements the Association has undertaken to monitor and mitigate sound impacts on the community from activities related to the Speedway.

7. The termination of State financial support for the Placer County Fair threatens the ability of the Association to conduct, manage and operate the annual Placer County Fair without significant additional financial support from Placer County.

**Board of Supervisors Response:** The Board of Supervisors is not aware that the termination of State financial support for the Placer County Fair would threaten the Association's ability to operate the Fair without significant financial support from the County. Other viable business models may exist that would not require State funding. Thus we cannot offer an opinion on this Finding.

### **Recommendations of the Grand Jury**

1. The Board of Supervisors, within 60 days, terminate the current contract with the Association to operate and manage the Fair, including the Speedway, because it violates the five-year contract limitation contained in §25905.

**Board of Supervisors Response:** This Recommendation will not be implemented as the Board of Supervisors does not agree that the Code has been violated. The agreement between the County and the Association provides for the Association to continue operations on a year-to-year basis until the contract is renewed or renegotiated. Given that the contract's annual renewal period is less than five-years, the contract is consistent with the requirements of the Code and is a legal agreement.

2. The Board of Supervisors immediately explores the availability of an alternate non-profit corporation or association to operate and manage the Fair, including the Speedway, by soliciting proposals from alternative groups.

**Board of Supervisors Response:** This Recommendation bears further analysis once the environmental assessment and documentation is complete. Any required mitigations would need to be included in any future solicitation of proposals and subsequent operational agreements. Environmental review must be completed prior to identifying modifications to Speedway operations and before development of a new agreement for consideration by the Board of Supervisors.

3. The Board of Supervisors refuse to approve any new contract to operate and manage the Fair, including the Speedway, unless the contract includes the safeguards, controls and oversight thought necessary by County officials to protect the public.

**Board of Supervisors Response:** The Board of Supervisors agrees with this Recommendation and will include in a new agreement the safeguards, controls, oversight and complaint resolution provisions necessary to address the findings of the EIR and any negative impact on the surrounding neighborhoods.

4. The Board of Supervisors immediately adopt a policy applicable to all contracts that mandates designation of a specific County employee to monitor compliance with the terms of the contract by each of the parties.

**Board of Supervisors Response:** The County's existing management practices include designation of a Department Head to monitor compliance with the terms and conditions of County contracts. It is not always practical to assign contract responsibility to specific personnel.

5. The Board of Supervisors direct County Counsel to verify that all future contracts submitted to the Board of approval fully comply with the provisions of the statute that authorizes the contract.

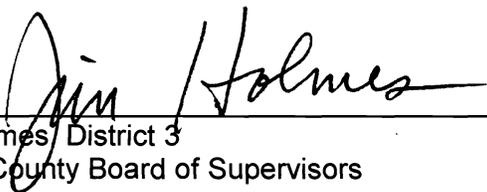
**Board of Supervisors Response:** The County's existing practices require County Counsel to verify that all contracts submitted to the Board for approval fully comply with the provisions of the authorizing statute for the contract.

6. The Board of Supervisors not provide additional financial support, including a line of credit, for the annual Placer County Fair unless proper environmental protections deemed necessary by the County to deal with Speedway generated environmental problems are incorporated into the contract to run the fair.

**Board of Supervisors Response:** The County continues to review the current and recommended operating requirements, including necessary environmental protections, through a contract with a consultant and will thoroughly review the revised terms and conditions of future operating agreements with the Board of Supervisors for final decision-making.

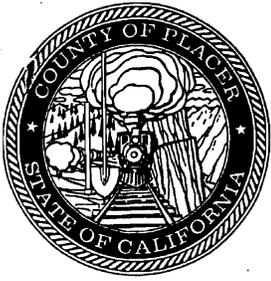
The Board of Supervisors appreciates the work of the 2011-12 Placer County Grand Jury in their report regarding the All-American Speedway. The Board of Supervisors remains committed to addressing and resolving the issues related to the contract with the Association to operate and manage the Fair, including the All American Speedway.

Sincerely,



Jim Holmes, District 3  
Placer County Board of Supervisors

cc: Alan V. Pineschi, Presiding Judge of the Superior Court  
Holly Heinzen, Interim CEO, County of Placer  
Jim Durfee, Director, Department of Facilities  
Michael Johnson, Director, Community Development Resource Agency  
Roseville City Council  
Ray Kerridge, Roseville City Manger  
John Javidan, General Manger, Placer County Fair Association  
Board of Directors, Placer County Fair Association



## COUNTY OF PLACER

**OFFICE OF  
COUNTY EXECUTIVE**  
HOLLY L. HEINZEN  
Interim County Executive Officer

### BOARD MEMBERS

JACK DURAN District 1	JIM HOLMES District 3
ROBERT M. WEYGANDT District 2	KIRK UHLER District 4
JENNIFER MONTGOMERY District 5	

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June 15, 2012

John Wilhelm, Foreperson  
Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

RECEIVED

Placer County Grand Jury

**Re: 2011-12 Grand Jury Final Report – *The Fair and the Unfair: A History of Continuous Neglect***

Dear Mr. Wilhelm,

This letter is in response to the 2011-2012 Grand Jury's Findings & Recommendations from the report titled *The Fair and the Unfair: A History of Continuous Neglect*. The Placer County Board of Supervisors would like to thank the members of the 2011-12 Grand Jury for their efforts associated with the Placer County Fairground speedway and appreciates your concern for the welfare of both City and County residents.

### **Findings of the Grand Jury**

1. The current contract that the County has with the Association to run the County Fair is illegal because it violates the five year limitation for such contracts contained in §25905.

**County Executive Response:** The County Executive disagrees with this Finding. The agreement between the County and the Association provides for the Association to continue operations on a year-to-year basis until the contract is renewed or renegotiated. Given that the contract's annual renewal period is less than five years, the contract is consistent with the requirements of Government Code Section §25905 (Code) and is a legal agreement.

2. The County has a history of failing to comply with this same statutory limitation. A preceding contract that the County had with the Association to run the County Fair stayed in effect from January 1, 1983, through June 30, 1993, a period of ten years and six months. Accordingly, this preceding contract also violated the five-year limitation for such contracts contained in §25905.

**County Executive Response:** The County Executive disagrees with this Finding. The agreement between the County and the Association provides for the Association to continue operations on a year-to-year basis until the contract is renewed or renegotiated. Given that the contract's annual renewal period is less than five-years, the contract is consistent with the requirements of the Code and does not violate the five-year limitation for such contracts.

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4. The County has been negligent in failing to appoint a County employee to monitor the Association's compliance with the terms of the current contract to run the Fair.

**County Executive Response:** The County Executive disagrees with this Finding. The responsibility for administration and oversight of this agreement is assigned to the Facility Services Director and Assistant Director.

5. This negligent lack of oversight allowed the Association to wrongfully make the major structural modifications to the Speedway that produced the numerous environmental problems that the County now faces.

**County Executive Response:** The County Executive disagrees with this Finding. Given the nature of this type of agreement, it was incumbent upon the Association to provide the proper notice to the County and to secure necessary permits prior to making these modifications to the racetrack. When the County received the Association's letter on December 13, 2006 regarding the Association Board of Directors' approval of the improvements to the track and the ramps, the letter stated the improvements had already been completed. The Assistant Facility Services Director has been engaged in discussions with the Association and in initiating environmental studies necessary to establish the terms and conditions of a new operating agreement, including preparing an Environmental Questionnaire to formally initiate the environmental review process through the County's Community Development Resources Agency (CDRA). On October 28, 2011, CDRA circulated that document for early consultation to affected agencies and to private citizens who requested notification of Speedway activities. Based on comments on the proposed project, it was determined that preparation of an Environmental Impact Report (EIR) would result in the most responsive approach to the identified issues. CDRA and Facility Services have since identified a third party consultant to prepare an EIR and are committed to completing this process as expeditiously as possible. Facility Services will be working on a proposed new operating agreement while the EIR process is underway with the goal of presenting both documents to the Board of Supervisors upon completion of the EIR. The County has also required the Association to obtain after-the-fact permits for grading and building activities associated with the modifications to the Speedway that occurred in 2006-07.

6. The County's continuing failure to enforce the five year contract limitation and the County's failure to terminate the contract for a major breach of its provisions, has allowed the Association to benefit from its own wrongdoing. The contract continues to be in effect indefinitely; the Association continues to resist any of the safeguards, controls, or oversight the County believes necessary to deal with the environmental problems created by these wrongful modifications, and the Association has shifted responsibility for the cost of the environmental studies that it should have borne, had it sought proper approval, to the County taxpayers.

**County Executive Response:** The County Executive partially agrees with this Finding. We disagree with the initial statements regarding the contract limitation, but agree that the Association has not assumed the responsibility for the cost of the necessary environmental studies of the County owned fairgrounds. We understand through discussion with Facility Services that there are completed and ongoing improvements the Association has undertaken to monitor and mitigate sound impacts on the community from activities related to the Speedway.

7. The termination of State financial support for the Placer County Fair threatens the ability of the Association to conduct, manage and operate the annual Placer County Fair without significant additional financial support from Placer County.

**County Executive Response:** The County Executive is not aware that the termination of State financial support for the Placer County Fair would threaten the Association's ability to operate the Fair without significant financial support from the County. Other viable business models may exist that would not require State funding.

### **Recommendations of the Grand Jury**

1. The Board of Supervisors, within 60 days, terminate the current contract with the Association to operate and manage the Fair, including the Speedway, because it violates the five-year contract limitation contained in §25905.

**County Executive Response:** This Recommendation will not be implemented as the County Executive does not agree that the Code has been violated. The agreement between the County and the Association provides for the Association to continue operations on a year-to-year basis until the contract is renewed or renegotiated. Given that the contract's annual renewal period is less than five-years, the contract is consistent with the requirements of the Code and is a legal agreement.

2. The Board of Supervisors immediately explores the availability of an alternate non-profit corporation or association to operate and manage the Fair, including the Speedway, by soliciting proposals from alternative groups.

**County Executive Response:** This Recommendation bears further analysis once the environmental assessment and documentation is complete. Any required mitigations would need to be included in any future solicitation of proposals and subsequent operational agreements. Environmental review must be completed prior to identifying modifications to Speedway operations and before development of a new agreement for consideration by the Board of Supervisors.

3. The Board of Supervisors refuse to approve any new contract to operate and manage the Fair, including the Speedway, unless the contract includes the safeguards, controls and oversight thought necessary by County officials to protect the public.

**County Executive Response:** The County Executive agrees with this Recommendation and will include in a new agreement the safeguards, controls, oversight and complaint resolution provisions necessary to address the findings of the EIR and any negative impact on the surrounding neighborhoods.

4. The Board of Supervisors immediately adopt a policy applicable to all contracts that mandates designation of a specific County employee to monitor compliance with the terms of the contract by each of the parties.

**County Executive Response:** The County's existing management practices include designation of a Department Head to monitor compliance with the terms and conditions of County contracts. It is not always practical to assign contract responsibility to specific personnel.

5. The Board of Supervisors direct County Counsel to verify that all future contracts submitted to the Board of approval fully comply with the provisions of the statute that authorizes the contract.

**County Executive Response:** The County's existing practices require County Counsel to verify that all contracts submitted to the Board for approval fully comply with the provisions of the authorizing statute for the contract.

6. The Board of Supervisors not provide additional financial support, including a line of credit, for the annual Placer County Fair unless proper environmental protections deemed necessary by the County to deal with Speedway generated environmental problems are incorporated into the contract to run the fair.

**County Executive Response:** The County continues to review the current and recommended operating requirements, including necessary environmental protections, through a contract with a consultant and will thoroughly review the revised terms and conditions of future operating agreements with the Board of Supervisors for final decision-making.

The County Executive appreciates the work of the 2011-12 Placer County Grand Jury in their report regarding the All-American Speedway. The County remains committed to addressing and resolving the issues related to the contract with the Association to operate and manage the Fair, including the All American Speedway.

Sincerely,

COUNTY OF PLACER



---

Holly L. Heinzen,  
Interim County Executive Officer

cc: Alan V. Pineschi, Presiding Judge of the Superior Court  
Placer County Board of Supervisors  
Jim Durfee, Director, Department of Facilities  
Michael Johnson, Director, Community Development Resource Agency  
Roseville City Council  
Ray Kerridge, Roseville City Manger  
John Javidan, General Manger, Placer County Fair Association  
Board of Directors, Placer County Fair Association



**COUNTY OF PLACER  
FACILITY SERVICES DEPARTMENT**

Phone 530-886-4900 Fax 530-889-6809  
www.placer.ca.gov

JAMES DURFEE, DIRECTOR  
MARY DIETRICH, ASSISTANT DIRECTOR  
VALERIE BAYNE, ADMIN. SVS. MANAGER  
JOEL SWIFT, DEPUTY DIRECTOR  
MARK RIDEOUT, DEPUTY DIRECTOR  
BILL ZIMMERMAN, DEPUTY DIRECTOR

June 19, 2012

RECEIVED

Placer County Grand Jury  
John Wilhelm, Foreman  
11490 C Avenue  
Auburn, CA 95603

Placer County Grand Jury

**Re: 2011-2012 Grand Jury Final Report  
The Fair and the unfair: A History of Continuous Neglect**

Dear Mr. Wilhelm,

The Placer County Department of Facility Services appreciates this opportunity to respond to the Grand Jury's 2011-2012 Report concerning the Placer County Fairgrounds and the All American Speedway. Facility Services respectfully submits this letter in response to the Recommendations identified in the Grand Jury report dated March 20, 2012.

**Findings of the Grand Jury**

- 1. The current contract that the County has with the Association to run the County Fair is illegal because it violates the five year limitation for such contract contained in §25905.**

Facility Services' Response: The Department of Facility Services disagrees with this Finding. The Department does not believe that the contract is illegal given that the contract's annual renewal period is less than the five year period identified in Government Code Section §25905.

- 2. The County has a history of failing to comply with this same statutory limitation. A preceding contract that the County had with the Association to run the County Fair stayed in effect from January 1, 1983, through June 30, 1993, a period of ten years and six months. Accordingly, this preceding contract also violated the five year limitation for such contracts contained in §25905.**

11476 C Avenue Auburn CA 95603  
Entrance at 2855 2nd Street

Administration – Building Maintenance – Capital Improvements – Museums – Parks  
Property Management – Environmental Engineering - Utilities

3. **The County has been negligent in failing to comply with the five year contract limitation contained in §25905.**

Facility Services' Response: The Department of Facility Services disagrees with this Finding. The Department does not believe it was negligent in complying with Government Code Section §25905 given that the annual renewal periods contained in the current and preceding contract are less than the five year period identified in §25905.

4. **The County has been negligent in failing to appoint a County employee to monitor the Association's compliance with the terms of the current contract to run the Fair.**

Facility Services' Response: The Department of Facility Services disagrees with this Finding. The Director of the Department of Facility Services is responsible for administration of the agreement between the County and the Placer County Fair Association (Fair Association). Within the Department, the Assistant Director has been assigned to monitor the contract, oversee required environmental documentation and negotiate a subsequent operating agreement.

5. **This negligent lack of oversight allowed the Association to wrongfully make the major structural modifications to the Speedway that produced numerous environmental problems that the County now faces.**

Facility Services' Response: The Department of Facility Services partially agrees with this Finding. The current agreement with the Fair Association does not specifically identify the department responsible for implementing and managing each section of the agreement. This has been remedied with the assignment of administration and management of the agreement to the Department of Facility Services.

6. **The County's continuing failure to enforce the five year contract limitation and the County's failure to terminate the contract for a major breach of its provisions, has allowed the Association to benefit from its own wrongdoing. The contract continues to be in effect indefinitely; the Association continues to resist any of the safeguards, controls, or oversight the county believes necessary to deal with the environmental problems created by these wrongful modifications, and the Association has shifted responsibility for the cost of the environmental studies that it should have borne, had it sought proper approval, to the County taxpayers.**

Facility Services' Response: The Department of Facility Services disagrees with the initial statements in this Finding and partially agrees with the last statement in this Finding. Pursuant to Agreement Section 4, the agreement remains in effect through 2012 as a notice of non-renewal was not served by either the County or the Fair Association. This section allows for non-renewal of the agreement annually. Therefore, the contract is not in effect indefinitely, but rather on a year to year basis. The Fair Association has voluntarily taken a number of actions to reduce the Speedway's impact on the community. The Association submitted to the County a "Statement of Operations" and has agreed to bind itself to more restrictive requirements than are contained in the current agreement. The Fair Association has also hired a Speedway Manager to provide technical expertise to the management of the Speedway and ensure compliance with the Statement of Operations.

Regarding the Finding of shifted responsibility for the cost of environmental studies, had the Fair Association first secured permits for its improvements in 2006/2007, environmental review would have been required as part of their application. At this time, as the County works towards preparation of a proposed new Speedway Operating Agreement, the discretionary action requiring environmental review is the Board of Supervisor's consideration of a new agreement. As such, County has made a determination to date that the cost for such review is the fiscal responsibility of the County.

- 7. The termination of State financial support for the Placer County Fair threatens the ability of the Association to conduct, manage and operate the Placer County Fair without significant financial support from Placer County.**

Facility Services' Response: The Department of Facility Services has not been informed that the termination of State financial support threatens the operations of the Placer County Fair and therefore cannot make a statement regarding its agreement or disagreement with this Finding.

### **Recommendations of the Grand Jury**

- 1. The Board of Supervisors, within 60 days, terminate the current contract with the Association to operate and manage the Fair, including the Speedway, because it violated the five year contract limitation contained in §25905.**

Facility Services' Response: The decision to terminate the contract or not ultimately rests with the Placer County Board of Supervisors. At this time, the

Department of Facility Services has not yet made a termination recommendation to the Board given ongoing sound studies and the commencement of speedway environmental review. The Department does not believe the County is obligated to terminate the contract at this time given that the contract's annual renewal period is less than the five year period identified in Government Code Section §25905.

- 2. The Board of Supervisors immediately explore the availability of an alternate non-profit corporation or association to operate and manage the Fair, including the Speedway, by soliciting proposals from alternative groups.**

Facility Services' Response: This Recommendation requires further analysis. Until environmental documentation and review are complete, the County will not have identified the operating requirements that would be included in a potential new solicitation and agreement, and required of a contractor/operator. Furthermore, the Board of Supervisors may not take action on a new agreement until environmental documentation and review are complete. Therefore, the Department of Facility Services believes this Recommendation to solicit proposals from alternative non-profit organizations is premature, but may be considered in the future.

- 3. The Board of Supervisors refuse to approve any new contract to operate and manage the Fair, including the Speedway, unless the contract includes the safeguards, controls and oversight thought necessary by County officials to protect the public.**

Facility Services' Response: This Recommendation has not yet been implemented. The Department of Facility Services expects that it will be in the future. The County is currently under contract with environmental consultants who are conducting studies to determine operating parameters for the Speedway to reduce impacts on the surrounding community. The Department expects that these studies and the ensuing environmental process will identify operating requirements that would be incorporated into a new operating agreement. Consideration of a new operating agreement by the Board of Supervisors will occur after the preparation of an Environmental Impact Report.

- 4. The Board of Supervisors immediately adopt a policy applicable to all contracts that mandates designation of a specific County employee to monitor compliance with the terms of the contract by each of the parties.**

Facility Services' Response: Facility Services defers to the Board of Supervisor's response to this Recommendation. The Department of Facility Services makes

recommendations to the Board of Supervisors on policy-related decisions and does not have separate authority to implement this Recommendation. Within the Department of Facility Services, contracts include the designation of the Division responsible for the management of the contract as well as the designation of a Project Manager. However, the designated individual may change from time-to-time depending on work assignments and staff availability.

5. **The Board of Supervisors direct County Counsel to verify that all future contracts submitted to the Board for approval fully comply with the provisions of the statute that authorizes the contract.**

Facility Services' Response: Facility Services defers to the Board of Supervisor's response to this Recommendation. The Department anticipates that future contracts submitted to the Board of Supervisors will be reviewed by County Counsel prior to consideration by the Board.

6. **The Board of Supervisors not provide additional financial support, including a line of credit, for the annual Placer County Fair unless proper environmental protections deemed necessary by the County to deal with Speedway generated environmental problems are incorporated into the contract to run the fair.**

Facility Services' Response: As noted above, the County is currently under contract with a consultant to determine the operating requirements which would be included in a potential new operating agreement. As this Recommendation affects fiscal decision-making by the Board of Supervisors, Facility Services defers to the Board of Supervisor's response to this Recommendation.

Respectfully submitted,

  
James Durfee  
Director of Facility Services

Cc: Alan V. Pineschi, Presiding Judge of the Superior Court



Placer County  
2011-2012 Grand Jury  
Recommendation Responses

**Concealed Weapons Licenses**

(Pages 24-31, 2011-2012 Final Report)

Respondents:

Daniel Hahn, Chief of Police Roseville Police Department

Ronald A. Lawrence, Chief of Police Rocklin Police Department

*(Response to Holding Facility Included in Letter)*

Paul Shelgren, Interim Chief of Police Lincoln Police Department

John Ruffcorn, Chief of Police City of Auburn Police Department

Edward N. Bonner, Sheriff County of Placer

*(Response to Holding Facility Included in Letter)*





**Roseville Police Department**

1051 Junction Blvd.  
Roseville, CA 95678

**Daniel Hahn, Chief of Police**

September 25, 2012

RECEIVED

28

✓ Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

Placer County Grand Jury

The Honorable Alan V. Pineschi  
Presiding Judge of the Superior Court  
County of Placer  
P.O. Box 619072  
Roseville, CA 95661

**Re: 2011-2012 Placer County Grand Jury Report-The Issuance of Concealed  
Weapon Licenses (CCW) in Placer County (City of Roseville)**

Dear Honorable Alan V. Pineschi and Members of the Grand Jury:

I would like to thank you and the Placer County Grand Jury for their continued dedication to the citizens of Placer County. I am pleased to submit my response to their final report.

**FINDINGS**

I **agree** with the findings of the Placer County Grand Jury in regards to the issuance of concealed weapons licenses in Placer County.

- F1) There are no written agreements between the Placer County Sheriff's Department and the Roseville Police Department regarding issuing CCW permits.
- F2) The Sheriff's Department does not provide information to the Roseville Police Department about CCW permits issued, denied, etc. within my jurisdiction.
- F3) The Roseville Police Department does not have a policy to notify residents of the city of Roseville of the Sheriff's Department's procedure for applications or issuances of CCW permits.

**RECOMMENDATIONS**

- R1) The Placer County Sheriff enter into written agreements with the police chiefs in the county to process all CCW permits, renewals, denials, revocations and amendments to those licenses.

**2011-2012 Placer County Grand Jury Report-The Issuance of Concealed Weapon Licenses (CCW) in Placer County (City of Roseville)**

**Page 2**

Response 1) The Roseville Police Department has discussed this with the Placer County Sheriff's Department and it was decided by all the members of the Placer Law Enforcement Executive Association (PLEA) that we would enter into a written agreement with the

Sheriff's Department to process CCW permits renewals, denials, revocations and amendments to those licenses. However, any such agreement will in no way prevent the Roseville police chief from issuing CCW permits in the future as State law permits, should a need arise, or if the Sheriff becomes unable to satisfy this need. PLEA has a successful history of agreements between the law enforcement executives, the District Attorney, and the probation chief to include the Special Investigations Unit agreement, the Elder and Dependant Adult Abuse Protocol and Resource and a countywide Officer Involved Shooting Protocol to name a few.

In contrary to the Grand Juries recommendation to have the Sheriff's Department issue all CCW permits, I will continue to issue CCW permits to my employed and retired law enforcement officers, which I am required to do by law by issuing them an identification card with their peace officer status.

R2)The Placer County Sheriff report names, addresses, date of expiration, and the number of all CCW permit holders that are active, pending, renewed, denied, suspended and/or revoked to the appropriate police chief.

Response 2) It was also decided within PLEA that the Placer County Sheriff's Department would make available lists of names, addresses, date of expiration, and the number of all CCW permit holders that are active, pending, renewed, denied, suspended and or revoked to the appropriate police chief; in this case, the Police Chief of Roseville.

R3)Police Chiefs in the City of Lincoln, Roseville, Rocklin and Auburn notify their residents and the general public that the Sheriff's Department is the only agency that currently issues CCW permits to residents of their respective city.

Response 3) The Roseville Police Department will notify, educate, and inform our general public that the Placer County Sheriff's Department is the only agency in our county that currently issues CCW permits

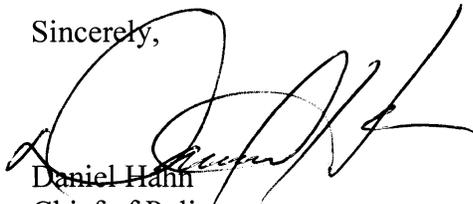
**2011-2012 Placer County Grand Jury Report-The Issuance of Concealed Weapon Licenses (CCW) in Placer County (City of Roseville)**

**Page 3**

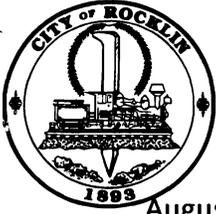
to the residents of the city of Roseville. This will be accomplished through community meetings, educational settings, our Citizens' Awareness Academy, and through the Department's website.

I again would like to thank the 2011-2012 Placer County Grand Jury for its report and service to the City of Roseville. If there is any additional information I can provide, I would be happy to speak with you or respond in writing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel Hamm', written over a large, stylized flourish.

Daniel Hamm  
Chief of Police  
City of Roseville



August 9, 2012

# Rocklin Police Department

Ronald A. Lawrence, Chief of Police  
4080 Rocklin Road  
Rocklin, CA 95677  
(916) 625-5400  
Fax 625-5495

RECEIVED

Placer County Grand Jury

The Honorable Alan V. Pineschi  
Presiding Judge of the Superior Court  
County of Placer  
PO Box 619072  
Roseville, CA 95661

RE: Response to Grand Jury Final Report 2011-2012

Dear Judge Pineschi,

The following are the responses from the Rocklin Police Department to the Findings and Recommendations in the *Placer County Grand Jury Final Report* dated June 19, 2012.

## The Issuance of Concealed Weapon Licenses in Placer County (pages 24–31)

### Grand Jury Findings

**(F1 – page 29):** *There are no written agreements between the Sheriff's Department and the police departments regarding issuing CCW permits.*

**(F2 – page 29):** *The Sheriff's Department does not provide information to each police department about CCW permits issued, denied, etc. within their jurisdiction.*

**(F3 – page 29):** *The cities of Roseville, Rocklin, Lincoln and Rocklin do not have a policy to notify residents of their respective cities of the Sheriff Office's procedure for applications or issuance of CCW permits.*

- Response: I agree with the findings numbered F1, F2, and F3 (page 29).

There are no written agreements between the Placer County Sheriff's Department and the Rocklin Police Department regarding issuing CCW permits. The Sheriff's Department does not provide information to the Rocklin Police Department about CCW permits issued, denied, etc. within its' jurisdiction. The Rocklin Police Department does not have a policy to notify residents of the City of Rocklin of the Sheriff's Department's procedure for applications or issuances of CCW permits.

**Grand Jury Recommendations:**

**(R1 – page 29):** *The Placer County Sheriff enter into written agreements with the police chiefs in the county to process all CCW permits, renewals, denials, revocations, and amendments to those licenses.*

**(R2 – page 29):** *The Placer County Sheriff report names, address, date of expiration, and the number of all CCW permit holders that are active, pending, renewed, denied, suspended and/or revoked to the appropriate police chief.*

**(R3 – page 29):** *Police chiefs in the cities of Lincoln, Roseville, Rocklin and Auburn notify their residents and the general public that the Sheriff's Office is the only agency that currently issues CCW permits to residents of their respective city.*

- Recommendations #R1, R2, and R3 (page 29) have not yet been implemented, but will be implemented in the future.

**(R1)** The Rocklin Police Department has discussed this with the Placer County Sheriff's Department and it was decided by all the members of the Placer Law Enforcement Executive Association (PLEA) that we would enter into a written agreement with the Sheriff's Department to process CCW permits, renewals, denials, revocations and amendments to those licenses. However, any such agreement will in no way prevent the Rocklin police chief from issuing CCW permits in the future as State law permits, should a need arise, or if the Sheriff becomes unable to satisfy this need. PLEA has a successful history of agreements between the law enforcement executives, the District Attorney, and the probation chief to include the Special Investigations Unit agreement, Elder & Dependant Adult Abuse Protocol and an Officer Critical Incident Protocol to name a few.

In contrary to the Grand Juries recommendation to have the Sheriff's Department issue all CCW permits, I will continue to issue CCW permits to my currently employed and retired law enforcement officers as well as my reserve law enforcement officers, which I am required to do by law by issuing them an ID card indicating their peace officer status.

**(R2)** It was also decided within PLEA that the Placer County Sheriff's Department would make available lists of names, addresses, date of expiration, and the number of all CCW permit holders that are active, pending, renewed, denied, suspended and or revoked to the appropriate police chief. In this case, the Police Chief of Rocklin.

**(R3)** The Rocklin Police Department will notify, educate, and inform our general public that the Placer County Sheriff's Department is the only agency in our county that currently issues CCW permits to the residents of the city of Rocklin. This will be accomplished through community meetings, educational settings, our Citizens' Awareness Academy, and through the Department's website.

**Annual Inspections of the Holding Facilities in Placer County (page 39–49)**

**Grand Jury Finding (F2 – page 45):** *The Rocklin Police Department holding facility is currently under utilized as evidenced by the facts that they have no corrections personnel, no over-night inmates, and nearly all prisoners are taken to the Placer County Jail or Juvenile Detention Facility in Rocklin within six (6) hours of arrest.*

- Response: I disagree wholly with the finding numbered F2 (page 45).

**Grand Jury Recommendation**

**(R2 – page 47):** *The Rocklin City Council authorized the study and development of a space utilization plan for the Police Department in the likely event that the Placer County Sheriff's Department will be able to directly accept Rocklin Police Department prisoners at the nearby Santucci Justice Center.*

- Recommendation #R2 (page 47) will not be implemented because it is not warranted and/or is not operationally reasonable.

The Rocklin Police Dept holding facility was not designed with the intent of housing prisoners beyond 6-hours. Therefore, there is not a need for corrections personnel, nor a need to house over-night prisoners. The holding facility is strictly a safe, temporary holding/processing location for newly arrested persons, used by Rocklin officers during interrogations or other follow-up investigations such as breathalyzer tests or phlebotomist blood draws in DUI cases. Often criminal investigations require arrestees to be separated and questioned, and the holding facility provides a safe environment for conducting such interrogations. Arrestees are not held in the temporary holding facility longer than 6-hours to comply with the California Code of Regulations Title 15 & Title 24 governing adult jails, and the housing of juvenile offenders.

In addition, the Rocklin holding facility is used for those arrested, booked at the Police Dept. and released on a misdemeanor citation without being booked into the County Jail. This saves valuable time and prevents the City from paying booking fees.

The Rocklin temporary holding facility would also provide vital capacity should a need arise during large civil unrest / disturbances to handle mass-arrests, organize prisoners for transport or book and release on citations.

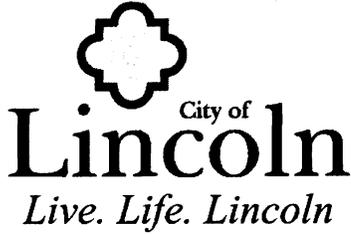
Thank you for this opportunity to respond to the 2011-2012 Grand Jury recommendations. If you or the Grand Jury members have any questions, please feel free to contact me.



**RONALD A. LAWRENCE**  
Chief of Police

cc: Ricky Horst, City Manager – City of Rocklin

Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603



September 25, 2012

The Honorable Alan V. Pineschi  
Presiding Judge of the Superior Court  
County of Placer  
P.O. Box 619072  
Roseville, CA 95661

RECEIVED  
9/28/12

Placer County Grand Jury

Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

**Re: 2011-2012 Placer County Grand Jury Report-The Issuance of Concealed  
Weapon Licenses (CCW) in Placer County (City of Lincoln)**

Dear Honorable Judge Pineschi and Foreman Wilhelm,

I would like to thank you and the Placer County Grand Jury for their continued efforts with the annual inspections of the Lincoln Police Department, and I am pleased to submit my response to their final report. I have carefully reviewed the findings and recommendations and I am pleased to provide you with the following response:

**FINDINGS**

I agree with the findings of the Placer County Grand Jury in regards to the issuance of concealed weapons licenses in Placer County.

**Finding 1:**

There are no written agreements between the Placer County Sheriff's Department and the Lincoln Police Department regarding issuing CCW permits.

**Finding 2:**

The Placer County Sheriff's Department does not provide information to the Lincoln Police Department about CCW permits issued, denied, etc. within City jurisdiction.

**Finding 3:**



The Lincoln Police Department does not have a policy to notify our residents of the of the Sheriff's Department's procedure for applications or issuances of CCW permits.

## **RECOMMENDATIONS**

### **Recommendation 1:**

The Placer County Sheriff enter into written agreements with the police chiefs in the county to process all CCW permits, renewals, denials, revocations and amendments to those licenses.

### **Response**

The Lincoln Police Department has discussed this with the Placer County Sheriff's Department and it was decided by all the members of the Placer Law Enforcement Executive Association (PLEA) that we would enter into a written agreement with the Sheriff's Department to process CCW permits, renewals, denials, revocations and amendments to those licenses.

However, any such agreement will in no way prevent the Lincoln Police Chief from issuing CCW permits in the future as State law permits, should a need arise, or if the Sheriff becomes unable to satisfy this need.

PLEA has a successful history of agreements between the law enforcement executives, the District Attorney, and the probation chief to include the Special Investigations Unit agreement, the Elder and Dependant Adult Abuse Protocol and Resource and a countywide Officer Involved Shooting Protocol to name a few.

In contrary to the Grand Juries recommendation to have the Sheriff's Department issue all CCW permits, Lincoln Police Chief will continue to issue CCW permits to all full time, reserve and retired law enforcement officers as required by law, when issuing a police department identification card with their peace officer status.

### **Recommendation 2:**

The Placer County Sheriff report names, addresses, date of expiration, and the number of all CCW permit holders that are active, pending, renewed, denied, suspended and/or revoked to the appropriate police chief.





**Response**

It was also decided within PLEA that the Placer County Sheriff's Department would make available lists of names, addresses, date of expiration, and the number of all CCW permit holders that are active, pending, renewed, denied, suspended and or revoked to the appropriate police chief, in this case the Lincoln Police Chief.

**Recommendation 3:**

Police Chiefs in the City of Lincoln, Roseville, Rocklin and Auburn notify their residents and the general public that the Sheriff's Department is the only agency that currently issues CCW permits to residents of their respective city.

**Response**

The Lincoln Police Department will notify, educate, and inform our general public that the Placer County Sheriff's Department is the only agency in our county that currently issues CCW permits to the residents of the city of Lincoln. This will be accomplished through community meetings, educational settings, our Citizens' Awareness Academy, and through the Department's website.

I again would like to thank the 2011-2012 Placer County Grand Jury for its report on the annual inspection of the Lincoln Police Department and the opportunity to respond to the findings and recommendations. If you have any feedback or additional questions, I would be more than happy to talk with you or respond through a written correspondence.

Sincerely,

Paul Shelgren, Chief of Police  
Lincoln Police Department

cc: Jim Estep, City Manager  
Edward Bonner, Placer County Sheriff-Coroner-Marshall

# AUBURN POLICE DEPARTMENT

**JOHN F. RUFFCORN**  
Chief of Police  
1215 Lincoln Way  
Auburn, California 95603  
Phone (530) 823-4237 ext. 201  
Fax (530) 823-4224



INFO/NON-EMERGENCY 823-4234  
INVESTIGATIONS 823-4237 EXT. 221  
OPERATIONS DIVISION 823-4237 EXT. 203  
RECORDS 823-4237 EXT. 218

Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

RECEIVED

Placer County Grand Jury

## **Re: 2011-2012 Placer County Grand Jury Report-The Issuance of Concealed Weapon Licenses (CCW) in Placer County (City of Auburn)**

Dear Honorable Grand Jury,

I would like to thank you and the Placer County Grand Jury for their continued efforts with the annual inspections of the Auburn Police Department, and I am pleased to submit my response to their final report. I have carefully reviewed the findings and recommendations and I am pleased to provide you with the following response:

### FINDINGS

I **agree** with the findings of the Placer County Grand Jury in regards to the issuance of concealed weapons licenses in Placer County.

- F1) There are no written agreements between the Placer County Sheriff's Department and the Auburn Police Department regarding issuing CCW permits.
- F2) The Sheriff's Department does not provide information to the Auburn Police Department about CCW permits issued, denied, etc. within my jurisdiction.
- F3) The Auburn Police Department does not have a policy to notify residents of the city of Auburn of the Sheriff's Department's procedure for applications or issuances of CCW permits.

### RECOMMENDATIONS

- R1) The Placer County Sheriff enter into written agreements with the police chiefs in the county to process all CCW permits, renewals, denials, revocations and amendments to those licenses.

Response 1) The Auburn Police Department has discussed this with the Placer County Sheriff's Department and it was decided by all the members of the Placer Law Enforcement Executive Association (PLEA) that we would enter into a written agreement with the Sheriff's Department to process CCW permits, renewals, denials,

### ***PROTECTION - SERVICE - CONCERN***

The Auburn Police Department is committed to serving and supporting our community through education, crime prevention, transparency, and mentoring. We realize that our success is directly related to a collaborated effort with our entire community.

revocations and amendments to those licenses. However, any such agreement will in no way prevent the Auburn police chief from issuing CCW permits in the future as State law permits, should a need arise, or if the Sheriff becomes unable to satisfy this need. PLEA has a successful history of agreements between the law enforcement executives, the District Attorney, and the probation chief to include the Special Investigations Unit agreement, the Elder and Dependant Adult Abuse Protocol and Resource and a countywide Officer Involved Shooting Protocol to name a few.

In contrary to the Grand Juries recommendation to have the Sheriff's Department issue all CCW permits, I will continue to issue CCW permits to my employed law enforcement officers, my retired law enforcement officers, and my reserve law enforcement officers, which I am required to do by law by issuing them an identification card with their peace officer status.

R2)The Placer County Sheriff report names, addresses, date of expiration, and the number of all CCW permit holders that are active, pending, renewed, denied, suspended and/or revoked to the appropriate police chief.

Response 2) It was also decided within PLEA that the Placer County Sheriff's Department would make available lists of names, addresses, date of expiration, and the number of all CCW permit holders that are active, pending, renewed, denied, suspended and or revoked to the appropriate police chief. In this case, the Police Chief of Auburn.

R3)Police Chiefs in the City of Lincoln, Roseville, Rocklin and Auburn notify their residents and the general public that the Sheriff's Department is the only agency that currently issues CCW permits to residents of their respective city.

Response 3) The Auburn Police Department will notify, educate, and inform our general public that the Placer County Sheriff's Department is the only agency in our county that currently issues CCW permits to the residents of the city of Auburn. This will be accomplished through community meetings, educational settings, our Citizens' Awareness Academy, and through the Department's website.

I again would like to thank the 2011-2012 Placer County Grand Jury for its report on the annual inspection of the Auburn Police Department and the opportunity to respond to the findings and recommendations. If you have any feedback or additional questions, I would be more than happy to talk with you or respond through a written correspondence.

### ***PROTECTION - SERVICE - CONCERN***

The Auburn Police Department is committed to serving and supporting our community through education, crime prevention, transparency, and mentoring. We realize that our success is directly related to a collaborated effort with our entire community.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Ruffcorn', with a long horizontal flourish extending to the right.

John F. Ruffcorn, Chief of Police  
City of Auburn

cc: Mr. Robert Richardson, City Manager, City of Auburn  
Edward Bonner, Sheriff-Coroner-Marshall

***PROTECTION - SERVICE - CONCERN***

The Auburn Police Department is committed to serving and supporting our community through education, crime prevention, transparency, and mentoring. We realize that our success is directly related to a collaborated effort with our entire community.



PLACER COUNTY  
**SHERIFF  
CORONER-MARSHAL**



MAIN OFFICE  
2929 RICHARDSON DR.  
AUBURN, CA 95603  
PH: (530) 889-7800 FAX: (530) 889-7899

TAHOE SUBSTATION  
DRAWER 1710  
TAHOE CITY, CA 96145  
PH: (530) 581-6300 FAX: (530) 581-6377

**EDWARD N. BONNER**  
SHERIFF-CORONER-MARSHAL

**DEVON BELL**  
UNDERSHERIFF

August 20, 2012

Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

*Placer County Grand Jury*

**Re: Response to the 2011-12 Grand Jury Final Report**

Dear Grand Jury Foreperson:

After careful review of the findings and recommendations of the Placer County Grand Jury, I am pleased to submit the following responses to the 2011-12 Grand Jury Final Report.

**Report Title: Issuance of Concealed Weapon Licenses in Placer County**

**FINDINGS**

I agree with the findings, numbered: F1 and F2.

- **F1.** There are no written agreements between the Sheriff's Department and the police departments regarding issuing CCW permits.
- **F2.** The Sheriff's Department does not provide information to each police department about CCW permits issued, denied, etc. within their jurisdiction.

**RECOMMENDATIONS**

- **R1.** The Placer County Sheriff enter into written agreements with the police chiefs in the county to process all CCW permits, renewals, denials, revocations and amendments to those licenses.

**Response:** Recommendation R1 has not yet been implemented, but will be implemented in the future.

This recommendation was discussed with police chiefs at a meeting of Placer County Law Enforcement Agencies (PLEA). It was decided that PLEA would develop a written agreement for the Sheriff's Office to process CCW permits, to include renewals, denials, revocations and amendments to those licenses. Any such agreement will in no way prevent police chiefs from issuing CCW permits, as state law permits.

- **R2.** The Placer County Sheriff report names, addresses, date of expiration, and the number of all CCW permit holders that are active, pending, renewed, denied, suspended and/or revoked to the appropriate police chief.

**Response:** Recommendation R2 has not yet been implemented, but will be implemented in the future.

This recommendation was also discussed with police chiefs at a meeting of PLEA. It was decided that the Sheriff's Office would make available lists of names, addresses, date of expiration, and the number of all CCW permit holders that are active, pending, renewed, denied, suspended, and/or revoked within the respective cities to any police chief upon request.

### **Report Title: Annual Inspections of the Holding Facilities in Placer County**

#### **FINDINGS**

I agree with the findings, numbered: F3 and F5.

- **F3.** Auburn Historic Courthouse Holding Facility – The "blind spot" in the hallway between the control room and the holding cell prevents corrections personnel from observing inmates and represents a safety issue for both corrections personnel and inmates.
- **F5.** There is a potential cost savings at the Auburn jail if sufficient storage could be arranged to allow for volume purchasing.

I agree with the finding numbered F4, with some reservation.

- **F4.** Based on a 17-year history of inaction and a clear and well documented lack of progress, there seems to be a lack of motivation on the part of Placer County officials, at all levels, to replace this facility. With a staff of 42 officers and/or employees, it is clear the Sheriff's Substation at Burton Creek has a meaningful complement of personnel, and an adequate facility is required. The Board of Supervisors intransigence with regard to building a new facility indicates neglect.

The County's current position, as stated in the CEO's response dated June 15, 2011, is to simply wait for the AOC to move on this issue and to hope AOC will consider Placer County's needs. This approach is not acceptable. The County has simply replaced its previous excuse for not moving on the Burton Creek issue – money – with a new excuse – bureaucracy.

Failure to take an active approach to acquiring a new facility is both administratively and operationally negligent and displays a level of nonfeasance among county leadership.

**Response:** The Sheriff's Office agrees that the substation at Burton Creek needs to be replaced. Bureaucracy has delayed progress – there are several governmental agencies and environmental entities, all with different priorities, involved in the process. Still, there has been ongoing activity towards acquiring a new facility for the Sheriff's

Substation in North Lake Tahoe. Most recently, the Board of Supervisors set aside funding towards the Burton Creek Justice Center project; and there are ongoing discussions with the Administrative Office of the Courts.

## RECOMMENDATIONS

- **R3.** The Placer County Sheriff coordinates with the Administrative Office of the Courts to install a convex mirror in the holding facility at the end of the hallway between the control room and the holding cells at the Auburn Historical Courthouse Court Holding Facility.

**Response:** Recommendation number R3 has been implemented.

On July 9, 2012, a convex mirror was installed in the hallway at the Auburn Historic Courthouse.

- **R4.** The Placer County Board of Supervisors should replace the Sheriff's Substation at Burton Creek. After seventeen (17) years of inaction on the part of the Board of Supervisors, it is time for the Board of Supervisors to act.

The Placer County Board of Supervisors should either:

1. Actively seek a written agreement with the AOC on the co-location of these services in consideration of the potential monetary savings and convenience realized if a multi-use, co-located facility can be arranged.
- Or:
2. Make it a priority to develop and execute a unilateral plan of action for the replacement of the current facility with a stand-alone Sheriff's Office Substation facility.

**Response:** Recommendation R4 has not yet been implemented, but will be implemented in the future.

The Sheriff's Office will continue to work with the AOC, the Board of Supervisors, and the County Executive Officer to pursue the most feasible option for a new Sheriff's facility in North Lake Tahoe. The priority of this project will be driven by the other capital improvement priorities within the County, as well as continued concerns over the economic climate.

During the past fiscal year, several improvements have been implemented in order to better the conditions at the current Burton Creek facility. Many areas have been remodeled to address safety concerns, improve workflow, and create a more aesthetic environment for both our employees and the public that we serve. We will continue to address problems with the current facility to the best of our ability until a new Sheriff's North Lake Tahoe Station can be realized.

- **R5.** The Sheriff should study the possibility of savings which could be realized by additional storage space for non-perishable foods bought in bulk.

**Response:** Recommendation R5 has been implemented.

The Sheriff's Office, Probation Department's kitchen staff, and staff from Facility Services studied the possibility of adding more storage space for food items in the Central Kitchen currently located in Auburn and attached to the Main Jail. Additional storage space would allow food items to be purchased in larger quantities, allowing us to purchase these items at a lower price.

With the construction of the South Placer Adult Correctional Facility (SPACF) underway and nearing completion, it did not make fiscal sense to spend additional funds to add storage space to the current kitchen in Auburn. The physical design of Auburn's Central Kitchen made it extremely difficult to add such space in a cost-effective manner. The SPACF is designed and built with very large storage spaces for dry, refrigerated and frozen goods that will allow the purchase of necessary food stuffs in large quantities which will allow us to take advantage of the lower pricing for food items when purchased in large bulk. The very large food storage capacity of the SPACF will also allow us to take advantage of "spot buys" for needed products at a greatly reduced cost from even the cost savings in large bulk purchases. It is anticipated that the new kitchen at the SPACF will be operational in October 2012. With this so close on the horizon, it did not make fiscal sense to spend hard-to-come-by funding to add storage space to the current kitchen in Auburn which will cease operation as a cooking facility in the near future.

This addresses all of the reports requiring a response from the Sheriff's Office. I wish to thank the members of the 2011-12 Placer County Grand Jury for their dedication to the community, and for all of their work during the past year.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward N. Bonner", with a long horizontal flourish extending to the right.

Edward N. Bonner  
Sheriff-Coroner-Marshal

Placer County  
2011-2012 Grand Jury  
Recommendation Responses

**Lincoln's Twelve Bridges Library**

(Pages 33-38, 2011-2012 Final Report)

Respondents:

Jim Estep, City Manager of City of Lincoln

William Duncan, President of Sierra College

Scott Leaman, District Superintendent of WPUSD

Jon Torkelson, Director of Twelve Bridges Library

*(City of Lincoln, noted his name with Jim Estep's signature)*





September 25, 2012

Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

9-28-12

The Honorable Alan V. Pineschi  
Presiding Judge of the Superior Court  
County of Placer  
PO Box 619072  
Roseville, CA 95661

RE: Response to 2011-2012 Placer County Grand Jury Report: Lincoln's Twelve  
Bridges Library

Dear Judge Pineschi and Placer County Grand Jury,

We find the Grand Jury's report to be factual but in need of the following clarifications in regards to the Memorandum of Understanding between the City of Lincoln (COL), Western Placer Unified School District (WPUSD) and Sierra Community College (SCC).

#### FINDINGS

##### We disagree with the following findings:

F1 – The Agencies have been attempting, without success, to define the minimal level of core services necessary for the operation of the Library.

*The Library is a core service that the City provides to the community. Unfortunately, as for every core service the City provides (i.e., Police, Fire, Parks, Recreation, etc.) the minimum level of service is determined by the amount of funding available. The agencies meet on a regular basis and jointly determine the funding available for library services each year. A minimum level of funding was determined and the hours associated with that funding level is the 23 hours per week schedule currently in place. This minimum level of services is supplemented through the use of many volunteers. If available funding should decrease further in the future it is likely that the library would need to further decrease the level of services provided to the community or possibly close.*

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Administrative Services - City Manager's Office - Community Development  
Fire - Library - Recreation - Police - Public Works

*Conversely, if available funding were to increase in the future, the hours at the Library could increase.*

F2 – Library hours of operation do not meet the requirement of the MOU.

*While the MOU states the hours of operation for the Library, it also outlines the management and budget development process for the Library, which includes hours and staffing, based on available funding. The MOU states, “The City Manager, following consultation with the LAC, may modify the daily scheduled hours.” The MOU further allows the City Manager, with the approval of the agencies, to modify the operating hours of the Library, “Any change reducing the hours to less than 64 ½ hours per week requires the approval of all agencies.” The LAC is consistently updated through their regular meetings about all issues involving the Library.*

We partially agree with the following findings:

F3 – Sierra College has failed to pay its full portion of operating expenses for the year 2010-11.

*The representatives from Sierra College reported to the Library Advisory Committee (LAC) at the meeting held on November 5, 2009 that Sierra College would need to decrease their contribution to the Library. This contribution figure was used to establish a new budget for the Library for that year and all member agencies agreed to the change. In the current fiscal year all of the agencies are contributing funding based on the financial percentage responsibilities presented in the MOU.*

F4 – Sierra College is obligated to repay a loan of \$747,823 to the City of Lincoln by June 30, 2013.

*As outlined in the MOU the source of funds for this obligation are “the proceeds of sale of real property and school bond proceeds.” It is the COL’s understanding that WPUSD intends to purchase land from Sierra College when funds are available based on the February 10, 2004 agreement. The actual amount owed is \$601,562.51 as was provided to SCC on October 13, 2010. It is correct that the City Loan to the College is not due until June 30, 2013 and is therefore not overdue. It is important to note that the loaned amount was not derived from the COL general fund and when paid back will not provide any additional revenue for operations at the Library.*

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We agree with the following finding

F5 – The Joint Use Cooperative Agreement with the Agencies assumes the eventual construction of a WPUSD high school and a Sierra College campus at the Library site.

RECOMMENDATIONS

We agree with the following recommendations:

R2 - That the COL immediately create an operating budget and itemized revenue and expense report as required by the MOU.

*An operating budget and itemized revenue and expense report has been provided by the COL to WPUSD and SCC for each year the Twelve Bridges Library has been open. The three partners meet to discuss and finalize the budget based on the Joint Use Cooperative Agreement and the contribution for each partner. The COL invoices SCC and WPUSD for contributions.*

R3 - That the Library immediately put in place a comprehensive plan for collecting fines, fees and charges for lost items.

*The Library actively collects fines, fees and charges for lost items, and has always done so.*

*Fines, fees and charges for lost items procedure:*

- *Patrons are informed about fines, fees and lost item charges as they interact with staff.*
- *Typically patrons take care of fines, fees and lost items when informed by staff.*
- *Patrons are not allowed to check out Library materials when their accumulated fines and fees exceed \$10.00. This restriction helps to keep the amounts patrons have to pay to a minimum, and compels them to pay so they can check out more items.*
- *Notices are mailed to Library patrons to inform them about fines, fees and overdue items not returned. These notices encourage patrons to contact the library to resolve the problem.*
- *Library patrons owing more than \$250 will be referred to a collection agency.*

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Fire - Library - Recreation - Police - Public Works

The following recommendations have not yet been implemented, but will be implemented in the future:

R4 – That a new MOU properly reflecting the current and future use of the Library site be created by the Agencies.

*This recommendation has not yet been implemented, but has been discussed jointly between the agencies and will be implemented in the future. The agencies recently met to discuss a process whereby the existing MOU can be modified to reflect the current and future economic conditions that will dictate the level of funding and hours that each agency will be able to support. This modified MOU will address the fair share contributions by each agency into the future. A modified MOU should be completed by July 1, 2013.*

R5 - That the Library develop a plan to increase hours to better match the community needs.

*Currently the Library provides excellent library service to the community during the 23 hours the Library is open each week.*

- *It is not possible for the Library to increase hours without an increase in staffing with the associated funding.*
- *None of the partners has funding to support additional staff hours.*
- *The Twelve Bridges Library depends on over 10,000 hours per year of volunteer assistance to maintain operations and keep the Library open.*
- *When the economy improves and additional funds become available to the COL, WPUSD and SCC, the Library will develop a plan to increase hours at the Twelve Bridges Library to better meet the needs of the community.*

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Response to 2011-2012 Placer County Grand Jury Report  
Lincoln Twelve Bridges Library  
Page 5  
September 25, 2012

The City of Lincoln appreciates the time and effort spent by the Grand Jury and its thoughtful report.

Respectfully,



Jim Estep  
City Manager

and  
Jon Torkelson  
Interim Library Director

cc: Anna Jatzak  
William H. Duncan, IV, President, Sierra College  
Scott Leaman, Superintendent, WPUSD  
Library Advisory Board (LAB)  
Library Advisory Committee (LAC)

600 Sixth Street  
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# SIERRA COLLEGE

August 21, 2012

Mr. John L. Wilhelm, Foreman  
Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

RECEIVED

The Honorable Alan V. Pineschi  
Presiding Judge of the Superior Court  
County of Placer  
P.O. Box 619072  
Roseville, CA 95661

Placer County Grand Jury

RE: Response to 2011-2012 Placer County Grand Jury Report: Lincoln's Twelve Bridges Library

Dear Judge Pineschi and Foreman Wilhelm,

We find the Grand Jury's report, while factual, neglects to include information which would be beneficial to understanding the complex nature of the partnership between the City of Lincoln, Western Placer Unified School District (WPUSD) and Sierra College.

## FINDINGS

- We disagree with the following findings:
  - F1 The Agencies have been attempting, without success, to define the minimal level of core services necessary for the operation of the Library.  
*The agencies have successfully modified the operating hours of the library to correspond to current funding levels as allowed in the MOU.*
  - F2 Library hours of operation do not meet the requirement of the MOU.  
*The MOU allows the City Manager, with the approval of the agencies, to modify the operating hours of the library: "The City Manager, following consultation with the LAC, may modify the daily scheduled hours" (p13).*
- We partially agree with the following findings:
  - F3 Sierra College has failed to pay its full portion of operating expenses for the year 2010-2011.

*The College notified the agencies, as reported in the 11/05/09 Library Advisory Board and Committee Meeting Minutes (attachment #1) and the 02/01/10 Report from the Twelve Bridges Library Advisory Finance Subcommittee (attachment #2), of the decrease in the College's annual operating expense contribution for 2010-2011. For 2010-11, the College paid \$60,000 for operating expenses and \$64,325 for collections for a total of \$124,325.*

*For 2012-13, the college paid 25% of the approved library operating budget of \$469,435 for a total of \$117,359.*

- F4 Sierra College is obligated to repay a loan of \$747,823 to the City of Lincoln by June 30, 2013.

*The amount of \$747,823 represents an estimate of local matching and supplemental local funds at the time the MOU was created in March 2003. The correct amount is \$601,562.51 as indicated in a letter from the City of Lincoln on 10/13/10 following an audit of their financial statements (attachment #3). As stated in the MOU (p17), the City Loan to the College is not due until June 30, 2013.*

*Additional information about the loan may be found on page 16 of the MOU which notes the College's source of funding for the project will be "proceeds of sale of real property and school bond proceeds." The MOU states (p17), if a bond is unsuccessful, the City will loan the College the outstanding amount until a bond is passed or "the sale by the College of any property donated to the College." The sale of property referred to in the MOU, is the agreement with Western Placer Unified School District (WPUSD) dated 02/10/04 (attachment #4) for the sale of fifteen acres next to the library. The Sierra College Board of Trustees and the WPUSD Board of Trustees approved the transaction; however, due to fiscal constraints, WPUSD did not finalize the purchase. WPUSD maintains it is still committed to purchasing the fifteen acres which would allow the College to repay the City earlier than the June 30, 2013 due date.*

- We agree with the finding:

- F5 The Joint Use Cooperative Agreement with the Agencies assumes the eventual construction of a WPUSD high school and a Sierra College campus at the Library site.

## RECOMMENDATIONS

The Grand Jury requests the College respond to the following recommendations:

- R1 That Sierra College immediately pay the City of Lincoln its respective share of operating expenses for the Library.

*This recommendation is implemented. The College has paid a respective share of operating expenses for the library since the library opened in 2007. Payments are made within the terms of the MOU (for example, after agreement is reached on the annual operating budget).*

- R4 That a new MOU properly reflecting the current and future use of the Library site be created by the Agencies.

*This recommendation has not yet been implemented, but will be implemented in the future. The City, WPUSD, and the College met on July 17, 2012 to begin discussions on the modification of the MOU with a targeted completion date of July 1, 2013.*

Respectfully submitted,



William H. Duncan, IV  
President

cc: Mr. Jim Estep, City Manager, City of Lincoln  
Mr. Scott Leaman, Superintendent, WPUSD

Lincoln Public Library Advisory Board and Committee Meeting Minutes  
Willow Room Lincoln Public Library at Twelve Bridges  
485 Twelve Bridges Drive, Lincoln CA. 95648

Thursday, November 5, 2009 6:00pm

Meeting called to order at 6:02 pm by Chair Carri Werve

Library Board and Committee Members Roll Call: Carri Werve, David Anderson, Dolores Martinez, David Gordon, Kevin Horan, Brian Haley, Barbara Vineyard, Jeff Atkinson, Patricia Saulsbury, Sandra Montgomery, Karen Roberts, Shirley Russell, Irma Balonek. Absent: Jane Tahti, Peggy Turner,

Presentation: Darla Wegener, Library Director, recognized the members of the Carnegie 100<sup>th</sup> Anniversary Committee and thanked them for all their hard work on behalf of the Library, including Nancy Peterson, Shirley Russell, Jane Tahiti, Verna Rowe, Lyndell Grey, Renae Mahaffey, Jeff Greenberg and others.

There was discussion on the minutes of the September 2, 2009 minutes in regards under Citizens addressing the Board paragraph. It was suggested the word "negotiate" be stricken from the last sentence and substitute the word "consult".

A change from Shirley Russell, FOLL, and book sale chairperson was proposed. She stated the August book sale raised \$2000.00 not \$7500.00 as stated.

Dave Anderson made a motion to approve the minutes as corrected. Second by Kevin Horan. Motion passed.

Library Advisory Board Meeting recessed at 6:12 pm.

Library Advisory Committee meeting called to order at 6:13 pm by Chair Karen Roberts.

Twelve Bridges Report: Lincoln City Manager, Jim Estep, Superintendent of Western Placer Unified School District, Scott Lehman, and President of Sierra College, Dr. Leo Chavez asked to address the committee. They explained they were coming to the LAC to ask for help with next year's budget commitments. Although they remain committed to their partnership with the Twelve Bridges Library, their current financial situation finds them short of funds.

Dr. Chavez spoke first and frankly stated they will not be able to contribute as they have in the past. In fact, they would like to cut their contribution by half and may even eventually to cut their contribution to zero. They will try and hold the bottom line to \$125,000.00. Sierra College is responsible for 25% of the overall budget for the Twelve Bridges Library. He stated that until the State submits its midyear budget proposal his hands are tied and he can make no commitments.

4.

Scott Lehman hopes they will be able to contribute the same amount as last year. WPUSD is responsible for 15% of the overall budget. Dr. Lehman explained, however, that they have had to spend \$15,000.00 of their contribution to hire a consultant as a Library Media Teacher since the full time LMT was laid off in February 2009.

Jim Estep confirmed the City's commitment to the Twelve Bridges Library, and maintaining library services. However, the State is withholding a portion of the city's revenues. There are drops in tax revenues as well. This includes less property taxes, sales tax, and road tax. The city expects a drop of nearly \$4M less revenue this time next year. The City's library portion is funded through the city's General Fund. The City is responsible for 60% of Twelve Bridges overall library budget and 100% of Carnegie. This fund received the most cuts.

The MOU (Memorandum of Understanding) between the three partners discussed at length with questions from the committee and the Mayor of Lincoln, Spencer Short.

Darla said the City contributed more than 60%, when the other two partners were not able to contribute their full amount. Everyone received copies of the 2009-10 Budget.

Chair Karen Roberts suggested that a subcommittee be formed of two members representing each of the three partners. Sub committee members include:

Chair Darla Wegener, Library Director

WPUSD: Shirley Russell and either Jane Tahiti or Peggy Turner (Stacey Brown was appointed after the meeting to replace Peggy).

Sierra College: Barbara Vineyard and Patricia Saulsbury

City of Lincoln: Carri Werve and Kevin Horan

Darla let subcommittee members know when meetings will be held.

The City Manager urged this committee to define the minimal level of core services a library must provide and in order to "keep the doors open". The committee meetings will begin immediately to work on recommendations for after the first of the year.

Darla reiterated that the Twelve Bridges Library is open only 27 hours per week with a staff of 3.7 FTE.

Technical Advisory Committee: Discussed ongoing issues with Voyager and the teacher-in-service offered on October 1, 2009, at the Twelve Bridges Library. The latter was not well attended due to scheduling conflicts at the schools. The Library would like to offer this to the Library Media Techs.

Art Selection Committee - did not meet on November 4, 2009

Fundraising and Grants. Darla explained that the Twelve Bridges Library does not qualify for many of the grants offered, especially the ones through the ALA and CLA.

The east side of the lobby was flooded in the recent rainstorm when rain blew in through the sliding entrance doors. A possible "donation wall" to block the weather had been mentioned to Darla by a patron. Kevin Horan, Library Board member, suggested that Darla speak to the city attorney about the problem.

Lincoln Public Library Advisory Committee Board By-Laws – The following two changes were made to the By-Laws:

- Section 2.2 Terms of Office: "April" will be stricken and replaced with "each calendar year"
- Section 2.4 Officers: "March" will be stricken and replaced with "At the first meeting of each calendar year" also "beginning with the month of April" will be stricken.

Shirley Russell moved and Brian Haley seconded motioned passed unanimously. Darla will make the changes and they will be available at the next meeting. Barbara will distribute to Sierra College Board, Karen to the WPUSD Board, and Darla to the City Council.

Future agenda items: Shirley Russell suggested replacing the tables in the Community Room with lighter ones that can move easier. The black out curtains are torn and need replacement Sierra College's OSHER Lifelong Learning Institute (OLLI) classes are the primary user. It was suggested this program pay for the curtains.

Adjournment of the LAC at 8:02 pm

The LAB reconvened at 7:35 pm by Chair, Carri Werve.

Director's Report – Darla Wegener, Director of Library Service distributed copies of the August, September, and October statistics. Darla pointed out that the only programs run by staff are Mother Goose on the Loose (MGOL) and Family Movie Nights.

Friends of the Lincoln Library Report: Shirley Russell reported the next book sale will be December 5, 2009 and that the "in library" book sale and green bag sales are between \$100- \$200 per week. The books sent to Better Books are also bringing in about \$100 per month. Mark your calendar for the 2<sup>nd</sup> week in April for National Library Week "Communities Thrive @ Your Library" celebration. They are still collecting 2010 calendar to be included in the Salt Seller Food Baskets.

Adjournment at 8:30 pm.

Respectively submitted by Linda Derosier.



February 1, 2010

## **Report from the Lincoln Public Library at Twelve Bridges Library Advisory Finance Subcommittee**

The purpose of this document is to assist in planning and budgeting for the Lincoln Public Library at Twelve Bridges during this economic downturn. This report is in response to the request of Sierra College (College), Western Placer Unified School District (WPUSD), and the City of Lincoln (City) Administration to determine core services and suggest reductions in costs and services. Currently the amount of the budget reduction the subcommittee worked toward was \$125,000 minimum for FY 2010-11.

### **Mission of the Lincoln Public Library at Twelve Bridges**

The mission of the Lincoln Public Library at Twelve Bridges will be to provide an accessible community resource to support the cultural, educational, and informational needs of the community of the greater Lincoln area. The Library will meet the public's information needs with special emphasis on the educational and recreational needs of high school and community college students and faculty. The Library will provide these services to support individual and group improvement, enrichment, increased opportunity, knowledge, and recreation.

Core library services include providing information for school, work, or personal enrichment, access to a varied collection of print, non-print and electronic resources including digital media, educational and cultural programs, meeting rooms and study space.

### **Access-Circulation, Collections, Technology, and Information Programming- Education, Recreation, and Literacy Community Center-Read, Meet, Learn, and Study**

Functions that support core library services include Circulation, Collection Management, Cataloging, Processing, Reference, Children and School support, Volunteers, and Administration.

Circulation includes the following services: checking materials in and out, holds, interlibrary loan, document delivery, reshelving, stack maintenance (shelf reading and shifting), security, notices, bills, and processing problems (damages, missing items, and repairs).

Collection Management includes the following services: planning, purchasing, and building a useful and balanced collection of purchases and donated library materials over a period of years based on the information needs of the library's community, working within budgetary limitations to purchase collections, coordinating collection decision between partners, replacement of lost and damaged items, and weeding decisions.

Cataloging includes the following services: original and copy cataloging, adding catalog records holdings and items to system, editing current records, merging duplicate records, deleting records, classify items with call number, update statuses, and updating OCLC cataloging utility.

Processing includes the following services: receiving delivered items and donations, covering books, placing audio-visuals in security cases, adding call number, barcode, and genre labels, mending items, repairing and cleaning discs, and creating and placing RFID tag.

February 1, 2010

Reference (Information Services) includes the following services: conducting reference interviews to determine patron needs, answering basic to complex questions, referring patrons to in-house and other resources, teaching patron's to use resources and computers, educating patron's on services of the library and community, provide online resources for information and referrals, overseeing specialized collections such as genealogy, oversee online branch services (website) and conducting and coordinating programs for adults, including working with volunteers and paid presenters.

Children and School Support includes the following services: reviewing collection and curriculum support needs, planning and providing storytimes, class visits, and specialized programs for children 0-17, preparing crafts and projects in conjunction with programs, working with volunteers and paid presenters, information services including specialized services for school related assignments, and coordinating annual summer reading program for children and teens.

Volunteers include the following services: recruiting including maintaining online sites such as volunteer match, processing, retaining, creating job descriptions, supervising, training, coordinating schedules, and maintaining relationships with over 200 volunteers, interns, and work-study students.

Administration and Technology includes the following services: planning, budgeting, policymaking, procedure development, personnel and volunteer management, public relations, marketing including handouts and publicity, program and services assessment, reports, grants, board and committee coordination, purchasing supplies and services, technology management, building management, Friends liaison, and meeting room and exhibit bookings.

If total staff hours are not reduced library, hours could remain the same at Twelve Bridges. If staff were reduced, depending on that reduction it would be 24 hours or less a week. A possible schedule would be Tuesday-Saturday for four hours per day. When closed staff would work on the behind-the-scenes tasks. Most are outlined above.

Possible Cost Reductions- The following list would be approximately the minimum \$125,000 set by Sierra College.

Ex Libris Voyager Integrated Library System Maintenance	\$10,000
Storytellers and Presenters	\$ 1,000
Two less Copiers	\$ 5,500
Conferences/Training significantly reduced	\$ 8,100
Training	\$ 700
3M RFID Materials Security System Maintenance	\$10,000
DVD/CD Security Cases	\$ 3,000
Staff reductions Library Coordinator position and Seasonal cuts	\$61,000
MVLS membership fees	\$ 1,200
Professional memberships	\$ 800
Postage and printing	\$ 5,000
OCLC for cataloging and ILL	\$ 5,000
IT Connection to Sierra	\$12,000
Pay Phones	\$ 1,800
Fleet Services	\$ 4,500
<hr/> Total possible cuts	<hr/> \$129,600

February 1, 2010

**To Be Considered if additional cuts**

Wireless Internet Service  
Additional Seasonal Staff

TBD  
TBD

**Possible Service Reductions**

Movie Nights  
Bedtime Storytime  
Mother Goose on the Loose Early Literacy Program and Storytime  
DVDs and CDs purchases  
Audiobooks purchases  
California of the Past the Stories of Lincoln Digital Storytelling  
Sierra College OLLI classes  
Holds  
Interlibrary Loans to others  
MVLS  
Hours  
Wireless Internet service (WiFi)  
Microsoft Office Licensing for Public Computers  
Summer Reading  
Class visits  
Special Event Programs – Women's History Month, NYE, etc.  
Renting Rooms  
Coordinating Programs run by volunteers

**Conclusion**

The above report outlining possible cuts takes in consideration that the City and WPUSD would continue to contribute at the previous year levels, taking in account the percentages in the MOU. For operations, this would be approximately \$110,000 for WPUSD and \$448,000 for the City. The College's requested share is approximately \$60,000. Collection contributions would remain the same at \$283,475 (\$64,650 WPUSD, 64,325 College, and 154,500 City). This would allow for an operations budget of \$618,000 for Twelve Bridges for a total budget of \$901,475.

The above budget does not include operating or collection costs for the Carnegie facility, which is not part of the MOU agreement.





October 13, 2010

Sierra College  
5000 Rocklin Road  
Rocklin, CA 95677

Our auditors, Richardson & Company, are conducting an audit of our financial statements. Please confirm the balance due at June 30, 2010, which is shown on our records and the enclosed statement as \$601,562.51

Please indicate in the space provided below whether this information is in agreement with your records. If there are differences, please provide any information you have that will assist our auditors in reconciling the difference. Please also indicate any special contract, sale or payment terms related to this balance.

Please sign and date your response and mail your reply directly to Richardson & Company, 550 Howe Avenue, Suite 210, Sacramento, California 95825, in the enclosed return envelope. PLEASE DO NOT MAIL PAYMENTS ON YOUR ACCOUNT TO THE AUDITORS.

Very truly yours,

Anna Jatzak  
Chief Financial Officer/Assistant City Manager

To: Richardson and Company

The balance due City of Lincoln of \$601,562.51 of June 30, 2010 is correct with the following exceptions (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

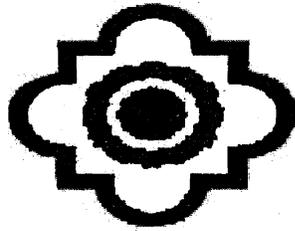
Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City Hall  
600 Sixth Street  
Lincoln, CA 95648  
(916) 434-2400  
www.ci.lincoln.ca.us

Administrative Services - City Manager's Office - Community Development  
Fire - Library - Recreation - Police - Public Works



## ACTIVITY STATEMENT

<b>SEND TO</b>
Sierra College 5000 Rocklin Road Rocklin, CA 95677

<u>CUST NO</u>	<u>DATE:</u>
040748	10/13/2010

ACCOUNT    0017094    AR account for 40748  
STATEMENT PERIOD    07/01/2009 to 06/30/2010

TOTAL ACCOUNT DEPOSITS:                    0.00  
PREVIOUS BALANCE:                            647,666.51

**ACTIVITY THIS PERIOD:**

<u>REF.</u>	<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>BAL. FWD</u>
0537507	07/24/2009	PAYMENT		-46,104.00	601,562.51
0006078	10/01/2009	INVOICE	Jul-Sept 09	46,103.81	647,666.32
0546761	10/28/2009	PAYMENT		-46,103.81	601,562.51
0006235	11/20/2009	INVOICE	Oct - Dec 2009	46,103.81	647,666.32
0553670	01/08/2010	PAYMENT		-46,103.81	601,562.51
0006851	04/06/2010	INVOICE	Jan - Mar 2010	46,104.00	647,666.51
0565688	04/26/2010	PAYMENT		-46,104.00	601,562.51
0007103	06/01/2010	INVOICE	4th Library Share	46,103.81	647,666.32
0570731	06/11/2010	PAYMENT		-46,103.81	601,562.51

<u>UNAPPLIED CREDITS:</u>	0.00
<u>BALANCE FORWARD:</u>	601,562.51

Please remit payment for the balance of your account to:  
 For questions regarding your statement, please contact:  
 City of Lincoln  
 600 Sixth Street  
 Lincoln, CA 95648

**PURCHASE AND SALE AGREEMENT**  
**TO TRANSFER FIFTEEN ACRES OF LAND**  
**FROM**  
**SIERRA JOINT COMMUNITY COLLEGE DISTRICT**  
**TO**  
**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

**February 10, 2004**

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**PURCHASE AND SALE AGREEMENT  
BETWEEN THE  
WESTERN PLACER UNIFIED SCHOOL DISTRICT  
AND THE SIERRA JOINT COMMUNITY  
COLLEGE DISTRICT**

This Purchase and Sale Agreement ("Agreement") is entered as of \_\_\_\_\_, 2004 between the Sierra Joint Community College District, a political subdivision of the State of California ("Seller"), and the Western Placer Unified School District, a political subdivision of the State of California ("Purchaser"), collectively (the "parties").

Recitals

A. Seller is the owner of approximately 15 acres of unimproved real property located in the City of Lincoln, County of Placer, California, commonly referred to as Assessor's parcel number \_\_\_\_\_ more particularly described in attached Exhibit "A" which is incorporated into this Agreement by this reference (the "Property").

B. Purchaser desires to purchase the Property, and Seller desires to convey the Property to the Purchaser on the terms and conditions provided in this Agreement. For good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. Definitions .

As used in this Agreement the following terms shall have the following definitions:

(i) "Environmental Laws" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as defined subsequently in this Agreement), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now in effect, including without limitation, the Comprehensive Environmental Response, Compensation, and

*Final  
Approved by WPLUSD  
Board of Trustees 2/13/04  
Approved by STECD  
Board of Trustees 2/10/04*

1 Liability Act of 1980 ("CERCLA") [42 USCS §§ 9601 et seq.]; the Resource Conservation and  
2 Recovery Act of 1976 ("RCRA") [42 USCS §§ 6901 et seq.]; the Clean Water Act, also known as  
3 the Federal Water Pollution Control Act ("FWPCA") [33 USCS §§ 1251 et seq.]; the Toxic  
4 Substances Control Act ("TSCA") [15 USCS §§ 2601 et seq.]; the Hazardous Materials  
5 Transportation Act ("HMTA") [49 USCS §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide  
6 Act [7 USCS §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§  
7 6901 et seq.]; the Clean Air Act [42 USCS 740.1 et seq.]; the Safe Drinking Water Act [42 USCS  
8 §§ 300f et seq.]; the Solid Waste Disposal Act [42 USCS §§ 6901 et seq.]; the Surface Mining  
9 Control and Reclamation Act [30 USCS §§ 1201 et seq.]; the Emergency Planning and Community  
10 Right to Know Act [42 USCS §§ 11001 et seq.]; the Occupational Safety and Health Act [29 USCS  
11 §§ 655W 657]; the California Underground Storage of Hazardous Substances Act [H & S C §§  
12 25280 et seq.]; the California Hazardous Substances Account Act [H&SC §§ 25300 et seq.]; the  
13 California Hazardous Waste Control Act [H&S C §§ 25100 et seq.]; the California Safe Drinking  
14 Water and Toxic Enforcement Act [H&SC §§ 24249.5 et seq.]; the Porter-Cologne Water Quality  
15 Act [Water Code §§ 13000 et seq.] together with any amendments of or regulations promulgated  
16 under the statutes cited above and any other federal, state, or local law, statute, ordinance, or  
17 regulation now in effect that pertains to occupational health or industrial hygiene, and only to the  
18 extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to  
19 Hazardous Substances on, under, or about the Property, or the regulation or protection of the  
20 environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

23 (2) "EPA" is defined in Section 14(a).

24 (3) "Hazardous Substances" includes without limitation:

25 (a) Those substances included within the definitions of "hazardous substance," "hazardous  
26 waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in  
27 CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;  
28

1 (b) Those substances listed in the Limited States Department of Transportation (DOT) Table  
2 [49 CFR 172.101], or by the Environmental Protection Agency ("EPA"), or any successor agency,  
3 as hazardous substances [40 CFR Part 302];

4 (c) Oil or other substances, materials, and wastes that are or become regulated or classified  
5 as hazardous or toxic under federal, state, or local laws or regulations; and

6 (d) Any material, waste, or substance that is:

7 (i) a petroleum or refined petroleum product,

8 (ii) asbestos,

9 (iii) polychlorinated biphenyl,

10 (iv) designated as a hazardous substance pursuant to 33 USCS § 1321 or listed  
11 pursuant to 33 USCS § 1317,

12 (v) a flammable explosive, or

13 (vi) a radioactive material.

14 (4) "Property" means collectively:

15 (a) Real Property, including the unimproved land and all improvements hereafter existing  
16 on the Real Property.

17 (b) Appurtenances. All privileges, rights, easements appurtenant to the Land, including  
18 without limitation all minerals, oil, gas, and other hydrocarbon substances on and under the Land;  
19 all development rights, air rights, water, water rights, and water stock relating to the Land; all rights,  
20 title, and interest of Seller in and to any streets, alleys, passages, water and sewer taps, sanitary or  
21 storm drain capacity or reservations and rights under utility agreements and other easements and  
22 other rights-of-way included in, adjacent to or used in connection with the beneficial use and  
23 enjoyment of the Land (collectively, the "Appurtenances").

24 (5) "Effective Date." The effective date of this Agreement is the last date this Agreement is  
25 signed by a party.  
26  
27  
28

1 Section 2

2 Purchase and Sale

3 Seller agrees to sell and Purchaser agrees to purchase the Property subject to the terms and  
4 conditions provided in this Agreement.

5 Section 3

6 Purchase Price and Payment

7  
8 (a) The purchase price for the property shall be the sum of THREE MILLION SEVEN  
9 HUNDRED FIFTY THOUSAND DOLLARS (\$3,750,000), hereinafter, "the Purchase Price" and  
10 shall be paid as set forth in (b), below.

11 (b) The Purchase Price shall be paid as follows:

12 1. Following close of escrow, the sum of TWO MILLION TWO HUNDRED FIFTY  
13 THOUSAND DOLLARS (\$2,250,000) shall be paid to Seller in cash or cash equivalent, within a  
14 reasonable period of time following written demand therefore from Seller. Within ten (10) days  
15 following such written demand, Purchaser shall notify Seller, in writing, as to the date of delivery  
16 of such funds. Upon receipt, Seller shall utilize such funds for the purpose of infrastructure  
17 improvements, development, and construction on Sellers property.

18  
19 2. The remaining balance of the Purchase Price, the sum of ONE MILLION FIVE  
20 HUNDRED THOUSAND DOLLARS (\$1,500,000) shall be accounted for in a separately identified  
21 account established by and administered by Purchaser for purpose of paying the costs of site design  
22 and development of the Property or as otherwise maybe agreed upon by the Parties hereto. Seller,  
23 upon written demand, is entitled to periodically receive an accounting of such funds.

24  
25 3. The separate account containing the remaining balance of the purchase price set  
26 forth in subparagraph 2 shall accrue interest at the rate of 4.5% (four and one half percent) per  
27 annum. The accrued interest shall be payable on an annual basis and at the close of the account, or  
28 on such other terms as the parties subsequently agree in writing.

1 (c) On or before the closing date, Purchaser shall, deposit with the Escrow Agent the balance  
2 of the purchase price in the form of a promissory note in favor of the Seller.

3 Section 4

4 Covenants, Conditions, Restrictions.

5 The Property is subject to certain, covenants, conditions and restrictions regarding the use  
6 and transfer of the Property including:

7 (a) Use restrictions contained in the Grant Deed, which conveyed the Property from Placer  
8 Holdings, Inc. ("Placer Holdings") to the Seller. A true and correct copy of the Grant Deed is  
9 attached hereto as Exhibit "C" and incorporated by this reference.

10 (b) Covenants and assessments contained in the Agreement for Donation of Real Property  
11 ("Donation Agreement"), between Placer Holdings and Seller. A true and correct copy of the  
12 Donation Agreement is attached hereto as Exhibit "D" and incorporated by this reference.

13 (c) Rights retained by Placer Holdings under existing Clean Water Act Section 404 permit  
14 issued by the United States Army Corps of Engineers, Permit No. 199500589, ("404 permit"). A true  
15 and correct copy of the Donation Agreement is attached hereto as Exhibit "E" and incorporated by  
16 this reference. Placer Holdings has retained the right to enter onto the Property under the 404 permit.  
17 Purchaser will make reasonable efforts to cooperate with Placer Holdings and Seller respectively,  
18 at no out of pocket cost to Purchaser, in connection with permitting Placer Holdings to satisfy the  
19 requirements of the 404 permit. Any work related to any amendment, replacement, or additional 404  
20 permit obtained by Seller shall be the sole responsibility of Seller.

21 (d) Purchaser shall use the Property and drain all surface runoff from the Property in  
22 compliance with all laws and ordinances and all rules and regulations of municipal, state and federal  
23 government authorities affecting the Property.

24 (e) The Property shall not be subject to the recorded liens of assessment of the City of  
25 Lincoln Assessment District 95-1, Assessment Code No, 848 and Assessment Code No. 849 ("95-1  
26  
27  
28

1 Assessments"), which are more particularly described in the exceptions to title listed in the  
2 Preliminary Report dated December 30, 2002 ("2002 Preliminary Report). A true and correct copy  
3 of the 2002 Preliminary Report is attached hereto as Exhibit "F" and incorporated by this reference.

4  
5 Section 5

6 Escrow

7 (a) By this Agreement, Purchaser and Seller establish an escrow ("Escrow") with Placer Title  
8 Company, 2150 Douglas Boulevard, Suite 260, Roseville, California ("Escrow Agent"), subject to  
9 the provisions of the standard conditions for acceptance of escrow and the terms and conditions in  
10 this Agreement, with a signed counterpart of this document to be delivered as escrow instructions  
11 to Escrow Agent. In the event of any conflict between the terms of this Agreement and the standard  
12 conditions for acceptance of escrow, the terms of this Agreement shall control.

13 Section 6

14 Feasibility Period

15 (a) During the period commencing on the Effective Date of this Agreement and Terminating  
16 sixty (60) days later ("Feasibility Period"), Purchaser shall undertake at Purchaser's expense an  
17 inspection of the Property, a review of the physical condition of the Property, including but not  
18 limited to, inspection and examination of soils, environmental factors, hazardous substances, if any,  
19 and archeological information relating to the Property; and a review and investigation of the effect  
20 of any zoning, maps, permits reports, engineering data, regulations, ordinances, and laws affecting  
21 the Property to determine that the Property can be used for a public school site, and can be developed  
22 at a cost acceptable to Purchaser, and to begin the process to obtain all necessary approvals,  
23 including, but not limited to those required by the California Environmental Quality Act ("CEQA")  
24 and the California Department of Toxic and Substance Control ("DTSC"). Within ten (10) days  
25 following the execution of this Agreement by both parties, Seller shall deliver to Purchaser copies  
26 of all architectural plans, surveys, specifications, and other documents pertaining to the physical,  
27  
28

1 geological, or environmental condition of the Property that are owned by or in the possession of  
2 Seller.

3 (b) If Purchaser's environmental consultant requires additional time to determine the  
4 existence and extent of any Hazardous Substances on the Property, Purchaser shall have the right,  
5 exercisable by delivering written notice to Seller prior to the expiration of the Feasibility Period, to  
6 extend the Feasibility Period for up to thirty (30) days to complete the testing. At that time, Purchaser  
7 will release all other contingencies relating to the property except for the outstanding items of issue  
8 that require additional time.  
9

10 (c) If Purchaser disapproves of the results of the inspection and review, Purchaser may elect,  
11 in its sole and absolute discretion, prior to the last day of the Feasibility Period, to terminate this  
12 Agreement by giving Seller written notification prior to the last day of the Feasibility Period. In the  
13 event that Purchaser elects to terminate the Agreement pursuant to this section, Purchaser shall  
14 provide Seller with copies of all reports and studies performed by or at the direction of Purchaser  
15 during the Feasibility Period. However, Purchaser does not warrant and shall not be liable for the  
16 content or reliability of these reports and studies, nor may any party other than Purchaser take action  
17 in reliance on these studies. If Purchaser fails to properly notify Seller of the intent to terminate this  
18 Agreement, Purchaser shall be deemed to be satisfied with the results of the inspection and shall be  
19 deemed to have waived the right to terminate this Agreement pursuant to this provision.  
20

## 21 Section 7

### 22 Conditions to Purchaser's Performance

23  
24 Purchaser's obligation to perform under this Agreement is subject to the following  
25 conditions:

26 (a) Seller's representations and warranties in this Agreement being correct as of the date of  
27 this Agreement and as of the Close of Escrow;  
28

- 1 (b) Purchaser's approval of the condition of the Property as provided in Section 5;  
2 (c) Seller's performance of all obligations under this Agreement; and  
3 (d) Escrow Agent's commitment to issue the Title Policy at the Close of Escrow, subject only to the  
4 Approved Exceptions.

5  
6 **Section 8**

7 **Conditions to Seller's Performance**

8 Seller's obligation to perform under this Agreement is subject to satisfaction of the following  
9 conditions:

- 10 (a) Purchaser's performance of all of the obligations which it is required to perform pursuant  
11 to this Agreement.

12 **Section 9**

13 **Access**

14 (a) Access to the Property during the Feasibility Period shall be given to Purchaser, its  
15 agents, employees, or contractors (collectively, "Purchaser's Agents") during normal business hours  
16 upon at least one (1) business day's notice to Seller, at Purchaser's own cost and risk, to conduct  
17 reasonable inspections and tests, including, but not limited to, inspecting the Property, taking  
18 samples of the soil, and conducting an environmental audit (including an investigation of past and  
19 current uses of the Property). Purchaser shall not perform any invasive activity, including, without  
20 limitation, digging, drilling, boring or otherwise altering the surface or subsurface of any portion of  
21 the Property without the prior written consent of the Seller, which consent shall not be unreasonably  
22 withheld, conditioned or delayed. Purchaser shall indemnify and defend Seller against and hold  
23 Seller harmless from all losses, costs, damages, liabilities, and expenses, including, without  
24 limitation, reasonable attorney fees arising out of Purchaser's entry onto the Property or any activity  
25 thereon by Purchaser or its agents, employees, or contractors prior to the Close of Escrow except to  
26  
27  
28

1 the extent any such losses, costs, damages, liabilities, and expenses arise out of the gross negligence  
2 or willful acts of Seller. The provisions of this Section shall survive the Close of Escrow.

3 (b) In addition to the provisions of Section 9(a), Purchaser and its agents, employees, or  
4 contractors shall have the right, from the Effective Date until the Closing Date, to contact any  
5 federal, state, or local governmental authority or agency to investigate any matters relating to the  
6 Property. Seller agrees to cooperate reasonably with Purchaser and its agents, employees, or  
7 contractors in the inspection of the Property and agrees to deliver to Purchaser all information in  
8 Seller's possession or control pertaining to the condition of the Property, including engineering and  
9 environmental reports, studies, tests, monitoring results, and related documentation.

#### 11 Section 10

##### 12 Title and Preliminary Document Review

13 (a) Immediately following the execution of this Agreement by both parties, Seller shall cause  
14 Escrow Agent to issue to Purchaser a preliminary report for a CLTA Owner's Policy for the Purchase  
15 of Property, setting forth all liens, encumbrances, easements, restrictions, conditions, pending  
16 litigation, judgments, administrative proceedings, and other matters affecting Seller's title to the  
17 Property ("Preliminary Report"), together with copies of all documents relating to title exceptions  
18 referred to in the Preliminary Report.

19 (b) Seller represents it has delivered to Purchaser documents listed below which are in  
20 Seller's possession (collectively, the "Preliminary Documents"), prior to execution of this Agreement.

21 (i) Agreements. Copies of all written easements, covenants, restrictions, agreements,  
22 service contracts, and other documents that affect the Property, including without limitation any  
23 agreements relating to insurance, service, operation, repair, supply, sale, leasing, or management of  
24 the Property.

25 (ii) Licenses and Permits. Copies of any licenses, permits, or certificates required by  
26 governmental authorities in connection with construction or occupancy of the Improvements,  
27  
28

1 including without limitation building permits, certificates of completion, certificates of occupancy,  
2 and environmental permits and licenses, and any correspondence related to the Improvements.

3 (iii) **Materials Related to Condition of Property.** Any environmental impact reports,  
4 "Phase I" or "Phase II" reports, or environmental site assessments concerning hazardous materials  
5 on the Property, complaints or notices of the presence of hazardous materials on the Property,  
6 geological surveys, soil tests, engineering reports, inspection results, complaints, or notices received,  
7 regarding the safety of the Property.

8 (iv) **Litigation Materials.** All materials related to pending or threatened litigation,  
9 or litigation that was pending or threatened, during the period of Seller's ownership of the Property,  
10 involving the Property or the Seller on account of its ownership of the Property, including  
11 correspondence, complaints, court orders, settlements, and judgments.

12 (v) **Other Documents.** All other data, correspondence, document agreements,  
13 waivers, notices, applications, and other records regarding the Property relating to transactions with  
14 taxing authorities, governmental agencies, utilities, vendors, tenants, neighbors, and others with  
15 whom Purchaser may be dealing from and after the Closing Date.

16 (c) **Purchaser's Approval of Preliminary Documents.** Purchaser's obligation to purchase the  
17 Property is expressly conditioned on its approval, in its sole discretion, of the matters disclosed in  
18 the Preliminary Documents. Purchaser shall have the period from the Effective Date until the end  
19 of the Feasibility Period, to review the Preliminary Documents and to decide whether to approve the  
20 matters disclosed in the Preliminary Documents. On or before the end of the Feasibility Period,  
21 Purchaser shall deliver written notice to Seller either accepting the matters disclosed in the  
22 Preliminary Documents or terminating this Agreement. If Purchaser fails to give such notice on or  
23 before the end of the Feasibility Period, Purchaser shall be deemed to be satisfied with the  
24 Preliminary Documents and shall be deemed to have waived the right to terminate this Agreement  
25  
26  
27  
28

1 pursuant to the provisions of this paragraph. If Purchaser terminates pursuant to the terms hereof, it  
2 shall immediately return the Preliminary Documents.

3 (d) Approval of Title. Purchaser's obligation to purchase the Property is expressly  
4 conditioned on Purchaser's approval of the condition of the title of the Property in accordance with  
5 the following procedure:

6 (i) Permitted Exceptions. The following exceptions shown on the Preliminary Report  
7 (the "Permitted Exceptions") are approved by Purchaser: (a) exceptions for a lien for local real estate  
8 taxes and assessments not yet due or payable, (b) the standard preprinted exceptions and exclusions  
9 of the Title Company, (c) any other exception shown on the Preliminary Report, other than  
10 exceptions for monetary liens, which Purchaser does not object to by written notice to Seller within  
11 twenty (20) days after the Effective Date (the "Purchaser's Title Notice"), or as otherwise provided  
12 in this section. All exceptions on the Preliminary Report other than the Permitted Exceptions shall  
13 be "Title Objections." If Purchaser fails to deliver Purchaser's Title Notice within the time specified  
14 in this section, Purchaser shall be deemed to have approved the condition of title.  
15  
16

17 (ii) Title Objections. With respect to any Title Objection, Seller shall have ten (10)  
18 days after delivery of Purchaser's Title Notice to specify the manner in which it will remove or cure  
19 such Title Objection. With respect to any Title Objection that did not arise or result from any act or  
20 omission of Seller, Seller shall have ten (10) days after delivery of Purchaser's Title Notice, to give  
21 notice to Purchaser in writing (the Seller's Title Notice), stating either (a) the manner in which Seller  
22 will remove or cure such Title Objection, or (b) that Seller shall not remove or cure such Title  
23 Objection. If Seller fails to deliver Seller's Title Notice within the time specified in this section,  
24 Seller shall be deemed to have elected not to cure such Title Objection. Despite the foregoing, Seller  
25 agrees to remove all liens securing the payment of money that encumber the Property.  
26

27 (iii) Seller Elects Not To Cure. If Seller elects not to cure or remove a Title  
28 Objection, then Purchaser shall have ten (10) days after delivery of the Seller's Title Notice (or after

1 date Seller is deemed to have elected not to cure the Title Objections) to deliver a written notice to  
2 Seller (the Purchaser's Election Notice) of Purchaser's election either to (A) proceed with the  
3 purchase of the Property, waive such Title Objection, and accept the exception shown in the  
4 Preliminary Report as a Permitted Exception, or (B) terminate this Agreement. If Purchaser fails to  
5 deliver Purchaser's Election Notice within the time specified in this section, Purchaser shall be  
6 deemed to have elected to terminate this Agreement.  
7

8 (iv) Nonmonetary Cure. If Seller is obligated or elects to cure or remove a Title  
9 Objection, but the method specified for removing or curing the Title Objection is other than the  
10 payment of a specific sum of money, then Purchaser shall have ten (10) days after delivery of the  
11 Seller's Title Notice to deliver Purchaser's Election Notice specifying whether it elects to (A) proceed  
12 with the purchase of the Property, subject to Seller's removal of the Title Objection, or (B) terminate  
13 this Agreement. If Purchaser fails to deliver Purchaser's Election Notice within the time specified  
14 in this section. Purchaser shall be deemed to have elected to terminate this Agreement.  
15

16 (v) Seller's Failure to Remove Title Objection. If Seller is obligated or elects to cure  
17 or remove a Title Objection and fails to do so at least five (5) days before the Closing Date, or fails  
18 to show that it will be able to do so on Closing, then Seller shall be in default under this Agreement,  
19 and Purchaser shall have all its rights and remedies provided by this Agreement, including, but not  
20 limited to, return of the Deposit with interest.

## 21 Section 11

### 22 Close of Escrow

23 (a) Title. Simultaneously with the Close of Escrow, Escrow Agent shall issue:

24 (i) A CLTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the  
25 Purchase Price, subject only to the following matters:

26 (A) A lien for real property taxes, bonds, and assessments not then due; and

27 (B) Permitted Exceptions;  
28

1 (b) Seller's Deposits into Escrow. Seller shall deposit with Escrow Agent on or prior to the  
2 Close of Escrow the following documents;

3 (i) A grant deed executed and acknowledged by Seller conveying to Purchaser good  
4 and marketable fee simple title to the Property, subject only to the Permitted Exception(s) ("Deed");

5 (ii) An assignment executed by Seller, assigning to Purchaser all of the Seller's right,  
6 title, and interest in all service agreements, consulting agreements, permits, licenses, entitlements,  
7 development rights, and all other intangible assets relating to the Property; provided, however that  
8 only those agreements designated by Purchaser shall be assigned to Purchaser;

9 (iii) Seller's affidavit of non-foreign status as contemplated by Section 1445 of the  
10 Internal Revenue Code of 1986, as amended ("FIRPTA Affidavit");

11 (iv) Seller's affidavit as contemplated by the State Revenue and Taxation Code §  
12 18662 ("Withholding Affidavit");

13 (v) All other documents and funds contemplated by this Agreement or required by  
14 Escrow Holder to be deposited by Seller to close the Escrow.

15 (c) Physical Conditions. The physical condition of the Property must be substantially the  
16 same on the Closing Date as on the Effective Date, except for reasonable wear and tear.

17 (d) No Hazardous Materials. No Hazardous Materials shall have been discovered on the  
18 Property after the Feasibility Period that were not previously disclosed to Purchaser or discovered  
19 by Purchaser during the Feasibility Period.

20 (e) No Material Changes. No event shall have occurred nor shall any condition have arisen  
21 after the Feasibility Period that as of the Closing Date materially and adversely affects all or any part  
22 of the Property or its current or prospective operation, use, value, income, expenses, or occupancy.

23 (f) Agreements and Consents. All necessary agreements and consents of all parties to  
24 consummate the transaction contemplated by this Agreement shall have been obtained and furnished  
25 by Seller to Purchaser.

1 (g) Closing Date. Subject to the satisfaction of the conditions set forth in Sections 6 and 7  
2 ("Closing Date"). The conveyance of the property to Purchaser and the closing of this transaction  
3 ("Close of Escrow") shall take place within fifteen (15) days following expiration of the Feasibility  
4 Period.

5 (h) Purchaser's Deposit into Escrow. Purchaser shall deposit with Escrow Agent, on or prior  
6 to the close of escrow, the balance of the purchase price in accordance with Section 3, minus  
7 prorations, if any, as set forth herein. On the Closing Date, Escrow Agent shall close Escrow as  
8 follows:  
9

10 (i) Record the Deed (marked for return to Purchaser) with the Placer County Recorder  
11 (which shall be deemed delivery to Purchaser);

12 (ii) Issue the CLTA Title Policy;

13 (iii) Prorate taxes, assessments, rents, and other charges as provided in Section 1 l(j);

14 (iv) Disburse to Seller the Purchase Price per Section 3, less prorated amounts and  
15 charges to be paid by or on behalf of Seller;

16 (v) Charge Purchaser for those costs and expenses to be paid by Purchaser pursuant  
17 to this Agreement and disburse any net funds remaining after the preceding disbursements to  
18 Purchaser;

19 (vi) Prepare and deliver to both Purchaser and Seller one signed copy of Escrow  
20 Agent's closing statement showing all receipts and disbursements of the Escrow;

21 (vii) Deliver to Purchaser the Assignment, the FIRPTA Affidavit, and the  
22 Withholding Affidavit;

23 (viii) If Escrow Agent is unable to simultaneously perform all of the instructions set  
24 forth above, Escrow Agent shall notify Purchaser and Seller and retain all funds and documents  
25 pending receipt of further instructions jointly issued by Purchaser and Seller;  
26  
27  
28

1 (ix) Withhold three and one-third percent (3 1/3 %) of the Purchase Price as required  
2 by California Revenue Taxation Code Section, 18662.

3 (x) Deliver to Seller the Note.

4 (j) Prorations. Escrow Agent shall prorate the following costs at the Close of Escrow:  
5

6 (i) Seller shall pay:

7 (A) All the City transfer tax and all of the County transfer tax due upon transfer of  
8 the Property;

9 (B) All charges in connection with issuance of a CLTA Standard Policy of Title  
10 Insurance in the amount of the Purchase Price;

11 (C) One half (1/2) the escrow fee and, recording fee charged by Escrow Agent  
12

13 (ii) Purchaser shall pay:

14 (A) The recording charges in connection with recordation of the Deed;

15 (B) One-half (1/2) of the escrow fee and recording fee charged by Escrow Agent,  
16

17 (iii) Real Estate Taxes, Bonds and Assessments. Real property taxes shall be prorated at the  
18 Close of Escrow based on the most current real property tax bill available, including any additional  
19 property taxes that may be assessed after the Close of Escrow but that relate to a period prior to the  
20 Close of Escrow, regardless of when notice of those taxes is received or who receives the notice. All  
21 installments of any bond or assessment that constitutes a lien on the Property at the Close of Escrow  
22 shall be paid by Seller.

23 (k) Possession. Possession of the Property shall be delivered to Purchaser at the Close of  
24 Escrow.

25 ///

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1 Section 12

2 Condemnation

3 (a) If, prior to the Close of Escrow, all of the Property is taken by condemnation or eminent  
4 domain or is the subject of a threatened or pending condemnation or eminent domain proceeding that  
5 has not been consummated, Seller shall immediately notify Purchaser of the event. In this event, this  
6 Agreement shall be immediately terminated. On termination of this Agreement, neither party shall  
7 have any rights or responsibilities to the other, and the Deposit shall be promptly returned to  
8 Purchaser. In this event, any escrow cancellation fees in connection with the termination shall be  
9 shared fifty percent (50%) by Purchaser and fifty percent (50%) by Seller.  
10

11 (b) If any portion of the Property is taken by condemnation or eminent domain or is the  
12 subject of a threatened or pending condemnation or eminent domain proceeding that has not been  
13 consummated, Seller shall immediately notify Purchaser of this event, Purchaser shall then have the  
14 right to terminate this Agreement by written notice to the Seller delivered within ten (10) business  
15 days after Purchaser's receipt of this notice, if Purchaser reasonably believes that the portion of the  
16 Property subject to being taken would materially and adversely affect Purchaser's intended use of the  
17 Property. If Purchaser elects not to exercise the right to terminate pursuant to this Section, Seller  
18 shall assign and deliver to Purchaser, and Purchaser shall be entitled to receive, all awards, otherwise  
19 payable to Seller, for the taking by eminent domain. The parties shall proceed to the Close of Escrow  
20 pursuant to the terms of this Agreement, without modification of this Agreement, except as  
21 necessitated by eminent domain actions, and without any reduction in the Purchase Price. If  
22 Purchaser terminates pursuant to this Section, then neither party shall have any rights or  
23 responsibilities to the other, and the Deposit shall be promptly returned to Purchaser. Any escrow  
24 cancellation fees connected with this termination shall be shared fifty percent (50%) by Purchaser  
25 and fifty percent (50%) by Seller.  
26  
27  
28

Section 13

Liquidated Damages

IF PURCHASER FAILS TO COMPLETE THE PURCHASE PROVIDED FOR IN THIS AGREEMENT BY REASON OF ANY DEFAULT OF PURCHASER, SELLER SHALL BE RELEASED FROM SELLER'S OBLIGATION TO SELL THE PROPERTY TO PURCHASER AND MAY PROCEED AGAINST PURCHASER UPON ANY CLAIM OR REMEDY THAT SELLER MAY HAVE IN LAW OR EQUITY; PROVIDED, HOWEVER, THAT, BY INITIALING THIS SECTION PURCHASER AND SELLER AGREE THAT IN EVENT OF DEFAULT BY PURCHASER, (A) IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES; (B) AN AMOUNT EQUAL TO THE DEPOSIT MADE BY PURCHASER PURSUANT TO SECTIONS 3(a) OF THIS AGREEMENT SHALL CONSTITUTE LIQUIDATED DAMAGES PAYABLE TO SELLER; (C) THE PAYMENT OF THE LIQUIDATED DAMAGES TO SELLER SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF SELLER; (D) SELLER MAY RETAIN THAT PAYMENT ON ACCOUNT OF PURCHASE PRICE FOR THE PROPERTY AS LIQUIDATED DAMAGES; AND (E) PAYMENT OF THOSE SUMS TO SELLER AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT INSTEAD, IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE.

[Initials of Purchaser and Seller]

Seller	Purchaser
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1 Section 14

2 Representations and Warranties

3 Sellers Representations

4 Seller represents and warrants to Purchaser that as of the Effective Date and as of the Close  
5 of Escrow the following matters shall be true:

6 (a) Hazardous Substances.

7  
8 (i) The Property is free and has always been free from Hazardous Substances and is  
9 not and has never been in violation of any Environmental Laws.

10 (ii) There are no buried or partially buried storage tanks located on the Property. Seller  
11 has received no notice, warning, notice of violation, administrative complaint, judicial complaint,  
12 or other formal or informal notice alleging that conditions on the Property are currently in violation  
13 of any Environmental Law, or informing Seller that the Property is currently subject to investigation  
14 or inquiry regarding Hazardous Substances on the Property or the potential violation of any  
15 Environmental Law.

16  
17 (iii) There is no monitoring program required by the Environmental Protection  
18 Agency ("EPA") or any similar state agency concerning the Property.

19 (iv) No toxic or hazardous chemicals, waste, or substances of any kind have ever been  
20 spilled, disposed of, or stored on, under, or at the Property, whether by accident, burying, drainage,  
21 or storage in containers, tanks, or holding areas, or by any other means.

22 (v) The Property has never been used as a dump or landfill.

23 (vi) Seller has disclosed to Purchaser all information, records, and studies in Seller's  
24 possession in connection with the Property concerning Hazardous Substances.

25  
26 (vii) The Property is not in violation of any federal, state, or local law, ordinance, or  
27 regulation relating to industrial hygiene or to the environmental conditions on, under, or about the  
28 Property, including but not limited to soil and groundwater conditions; there are no environmental,

1 health, or safety hazards on under, or about the Property, including but not limited to soil and  
2 groundwater conditions; neither Seller nor any third party (including but not limited to Seller's  
3 predecessors in title to the Property) has used or installed any underground tank, or used, generated,  
4 manufactured, treated, stored, placed, deposited, or disposed of on, under, or about the Property or  
5 transported to or from the Property any flammable explosives, radioactive materials, hazardous  
6 wastes, toxic substances, or related materials (Hazardous Materials); Seller has no actual knowledge,  
7 except as otherwise disclosed to Purchaser in writing, of the existence or prior existence on the  
8 Property of any Hazardous Material, other than de minimis amounts of household cleaners or office  
9 supplies.  
10

11 (b) Violations of Law. No condition on the Property violates any health, safety, fire,  
12 environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.

13 (c) Leases. No leases, licenses, or other agreements allowing any third party rights to use the  
14 Property are or will be in force.  
15

16 (d) Litigation. There is no pending or threatened litigation, administrative proceeding, or  
17 other legal or governmental action with respect to the Property.

18 (e) Condition of Property. There are no natural or artificial conditions upon the Property or  
19 any part of the Property that could result in a material and adverse change in the condition of the  
20 Property.

21 (f) Condemnation. Seller has received no notice of any presently pending or contemplated  
22 special assessments or proceedings to condemn or demolish the Property or any part of it or any  
23 proceedings to declare the Property or any part of it a nuisance.  
24

25 (g) Disclosure. Any information that Seller has delivered to Purchaser, either directly or  
26 through Seller's agents, is accurate and Seller has disclosed all material facts concerning the  
27 operation, development, or condition of the Property.  
28

1 (b) Compliance With Laws. Neither the Property nor its operation violates in any  
2 way any applicable laws, ordinances, rules, regulations, judgments, orders, or covenants, conditions  
3 and restrictions, whether federal, state, local, foreign or private, including without limitation the  
4 Americans with Disabilities Act and all life safety requirements. The Improvements are not in  
5 violation of any applicable building or zoning codes, laws, regulations, or ordinances. Seller has not  
6 received any request, oral or written, that Seller modify or terminate any use of the Property rights  
7 on the Property. No assessment lien or bond encumbers the Property, and no governmental authority  
8 has undertaken any action that could give rise to an assessment lien affecting the Property.  
9

10 (i) Seller shall promptly notify Purchaser of any facts that would cause any of the  
11 representations contained in this Agreement to be untrue as of the Close of Escrow and shall deliver  
12 to Purchaser at the Close of Escrow a certificate ("Closing Certificate") in a form to be determined  
13 by the parties, which is incorporated into this Agreement by this reference, confirming that the  
14 representations contained in this Agreement continue to be true as of the Close of Escrow. The  
15 obligations of Purchaser to consummate the transactions contemplated are conditioned upon the  
16 delivery by Seller of the Closing Certificate. If Purchaser reasonably concludes that a fact materially  
17 and adversely affects the Property, Purchaser shall have the option to terminate this Agreement by  
18 delivering written notice to Seller and Escrow Agent. If Purchaser terminates this Agreement  
19 pursuant to this Section, Escrow Agent shall, within ten (10) days following receipt of Purchaser's  
20 notice to terminate, return to Purchaser the Deposit and all accrued interest, and cancel the Escrow.  
21

22 (j) Following the Close of Escrow, Seller agrees to indemnify Purchaser and agrees to defend  
23 and hold Purchaser harmless from all loss, cost, liability, expense, damage, or other injury, including  
24 without limitation, attorney fees and expenses, to the fullest extent not prohibited by applicable law,  
25 and all other costs and expenses incurred by reason of, or in any manner resulting from, the breach  
26 of any warranties and representations in this Section, and all third-party claims arising out of or  
27 related to any facts or circumstances with respect to the period prior to the Close of Escrow.  
28

1 Section 15

2 Seller Covenants

3 Commencing upon the Effective Date and until the Close of Escrow:

4 (a) Seller shall not permit any liens, encumbrances, or easements to be placed on the  
5 Property, other than the Approved Exceptions or the easements otherwise provided for herein, nor  
6 shall Seller enter into any agreement regarding the sale, rental, lease, management, repair,  
7 improvement, or any other matter affecting the Property that would be binding on Purchaser or the  
8 Property after the Close of Escrow without the prior written consent of Purchaser, which consent  
9 shall not be unreasonably withheld or delayed.  
10

11 (b) Seller shall not permit any act of waste or act that would tend to diminish the value of  
12 the Property for any reason, except that caused by ordinary wear and tear.

13 (c) Insurance. Through the Closing Date, Seller must maintain or cause to be maintained in  
14 full force and effect comprehensive general liability casualty and other insurance on the Property in  
15 an amount equal to the full replacement cost of the Improvements.  
16

17 (d) Maintenance and Operation. Seller, at its sole cost and expense, must operate the Property  
18 in substantially the same manner as it has operated the Property prior to the Effective Date and must  
19 maintain and keep the Property such that on the Closing Date the Property is in at least as good  
20 condition and repair as on the Effective Date, reasonable wear and tear excepted. Seller may not  
21 make any material alterations to the Property without Purchaser's prior written consent.  
22

23 (e) Reserved.

24 (f) Existing Financing. Seller shall not permit any default, or any event that could give rise  
25 to a default with lapse of time or notice, to occur under any existing loan secured by the Property or  
26 other financing encumbering the Property.

27 ///

28 ///

1 (g) Access to Property. Purchaser and Purchaser's representatives, agents, and designees shall  
2 have the right at all reasonable times until Closing to enter the Property as provided in Section 9.

3 (h) Seller covenants and agrees that before the Closing Date it shall terminate all service  
4 contracts related to the Property except any that Purchaser has specifically elected to assume under  
5 Section 1.

6 (i) Seller shall promptly notify Purchaser of any material change in any condition with  
7 respect to the property of any material event or circumstance that makes any representation or  
8 warranty of Seller under this Agreement untrue or misleading.

9  
10 Section 16

11 Representations of Purchase

12 (a) Purchaser's Purpose. Purchaser is acquiring the Property for the purpose of constructing,  
13 reconstructing, maintaining, and operating a portion of a comprehensive high school and joint use  
14 facilities, including but not limited to, playing fields and parking lots.

15 (b) Feasibility Period. With the Feasibility Period provided in this Agreement, Purchaser has  
16 and shall have been afforded a reasonable period of time to perform such due diligence as Purchaser  
17 believes is reasonably necessary to make the decision to consummate the transactions described in  
18 this Agreement in accordance with and subject to the terms hereof.

19  
20 Section 17

21 Authority of Parties

22 (a) Seller warrants that this Agreement and all other documents delivered prior to or on the  
23 Close of Escrow:

24 (i) have been authorized, executed, ratified, and delivered by the Governing Board  
25 of Seller;

26 (ii) are binding obligations of Seller;  
27  
28

1 (iii) are collectively sufficient to transfer all of Seller's rights to the Property;  
2 (iv) do not violate the provisions of any agreement to which Seller is a party.  
3 (v) Seller further represents that entry into this Agreement, and the performance by  
4 Seller of its obligations hereunder, does not contravene or constitute a breach of any agreement,  
5 contract or indenture to which Seller is a party.  
6

7 (b) Purchaser warrants that this Agreement and all other documents delivered prior to or  
8 on the Close of Escrow

9 (i) have been authorized, executed, ratified, and delivered by the Governing Board  
10 of Purchaser; and

11 (ii) are binding obligations of Purchaser.

12 (c) The parties warrant that the persons executing this Agreement on their behalf are  
13 authorized to do so, and on execution of this Agreement, and ratification by each parties' Governing  
14 Board, this Agreement shall be valid and enforceable against Purchaser and Seller in accordance with  
15 this Agreement.  
16

#### 17 Section 18

#### 18 Assignment

19 The Purchaser shall have the right to assign all rights and liabilities under this Agreement to  
20 any party, subject to the Seller's approval, which approval shall not be unreasonably withheld or  
21 delayed.  
22

#### 23 Section 19

#### 24 Attorney Fees

25 Should either party to this Agreement institute any action or proceeding with respect to this  
26 Agreement or the transaction contemplated herein, the Prevailing Party in that litigation shall be  
27 entitled to recover from the nonprevailing party all reasonable attorney fees and costs. "Prevailing  
28 Party" shall include without limitation, a party who dismisses an action in exchange for sums

1 allegedly due; the party who receives performance from the other party for an alleged breach of  
2 contract or a desired remedy where the performance is substantially equal to the relief sought in an  
3 action; or the party determined to be the prevailing party by a court of law.

4 **Section 20**

5 **Notices**

6 All notices to be given under this Agreement shall be in writing and sent by:

7 (a) certified mail, return receipt requested, in which case notice shall be deemed delivered  
8 three (3) business days after deposit, postage prepaid in the United States Mail;

9 (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered  
10 one (1) business day after deposit with that courier;

11 (c) hand delivery, in which case notice shall be deemed delivered upon receipt; or

12 (d) telecopy or similar means if a copy of the notice is also sent by United States Certified  
13 Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar  
14 means, provided that a transmission report is generated reflecting the accurate transmission of the  
15 notices as follows, or to such other address as Purchaser or Seller may respectively designate by  
16 written notice to the other:

17 **Seller:**

18 **Purchaser:**

19  
20  
21 Sierra Joint Community College District  
22 5000 Rocklin Road  
23 Rocklin, CA 95677

21 Western Placer Unified School District  
22 810 J Street  
23 Lincoln, CA 95648

24 **Section 21**

25 **Entire Agreement**

26 This Agreement and the documents referenced herein contain the entire agreement between  
27 the parties to this Agreement and shall not be modified in any manner except by an instrument in  
28 writing executed by the parties or their respective successors in interest.

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Section 22

Severability

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

Section 23

Waivers

A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

Section 24

Construction

The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

Section 25

Merger

All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive the Close of Escrow and shall not be merged in the Deed or other documents.

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**Section 26**

**Counterparts**

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

**Section 27**

**Time of the Essence**

Time is of the essence in this Agreement.

**Section 28**

**Successors**

This Agreement shall insure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

**Section 29**

**Governing Law**

This Agreement shall be governed by and construed in accordance with California law.

**Section 30**

**Cooperation with 1031 Exchange**

Purchaser agrees to cooperate with Seller in any tax-deferred exchange, including but not limited to the execution of any additional documentation reasonably necessary to facilitate an exchange transaction so as to comply with Section 1031 of the Internal Revenue Code, as amended, together with any and all regulations promulgated pursuant to that Section.

IN WITNESS WHEREOF, Seller, the Sierra Joint Community College District, a political subdivision of the State of California, has authorized the execution of this Agreement by its Superintendent under the authority of Resolution No. \_\_\_\_\_, adopted by the Board of Trustees of the Sierra Joint Community College District on the \_\_\_\_\_ day of \_\_\_\_\_, 2004 and Purchaser, the Western Placer Unified School District, a political subdivision of the State of California, has

1 authorized the execution of this Agreement by its Superintendent under the authority of Resolution  
2 No. \_\_\_\_\_, adopted by the Board of Education of the Western Placer Unified School District on  
3 the \_\_\_\_\_ day of \_\_\_\_\_, 2004.  
4 Seller: Purchaser:  
5 Sierra Joint Community College District Western Placer Unified School District  
6  
7 By: \_\_\_\_\_ By: \_\_\_\_\_  
8 Kevin Ramirez, Ed.D. Roger Yohe  
Superintendent/President Superintendent  
9 Date: \_\_\_\_\_, 2004 Date: \_\_\_\_\_, 2004  
10 and  
11 By: \_\_\_\_\_  
12 Trustee  
13 Date: \_\_\_\_\_, 2004  
14  
15 Limited Joinder by Escrow Agent  
16 Escrow Agent hereby joins in the execution of this Agreement for the sole purpose of  
17 acknowledging its specific obligations as Escrow Agent under this Agreement.  
18 [title company]  
19 By: \_\_\_\_\_ Date: \_\_\_\_\_, 2004  
20 Escrow Agent  
21  
22  
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1 **PURCHASE AND SALE AGREEMENT BETWEEN THE**  
2 **WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE SIERRA JOINT**  
3 **COMMUNITY COLLEGE DISTRICT**

3 Recitals

4 Section 1. Definitions

5 Section 2. Purchase and Sale

6 Section 3. Purchase Price

6 Section 4. Escrow

7 Section 5. Covenants, Conditions, Restrictions

7 Section 6. Feasibility Period

8 Section 7. Conditions to Purchaser's Performance

8 Section 8. Conditions to Seller's Performance

9 Section 9. Access

10 Section 10. Title and Preliminary Document Review

10 Section 11. Close of Escrow

11 Section 12. Condemnation

12 Section 13. Liquidated Damages

12 Section 14. Seller's Representations and Warranties

13 Section 15. Seller's Covenants

13 Section 16. Representations of Purchaser

14 Section 17. Authority of Parties

15 Section 18. Assignment

15 Section 19. Attorney Fees

16 Section 20- Notices

16 Section 21, Entire Agreement

17 Section 22. Severability

18 Section 23. Waivers

18 Section 24. Construction

19 Section 25. Merger

19 Section 26. Counterparts

20 Section 27. Time of the Essence

21 Section 28. Successors

21 Section 29. Governing Law

22 Section 30. Cooperation with 1031 Exchange

22 Section 31. Facsimile Signatures

23 Exhibit A. Legal Description

24 Exhibit B. Reserved by the parties

24 Exhibit C. Grant Deed

25 Exhibit D. Donation Agreement

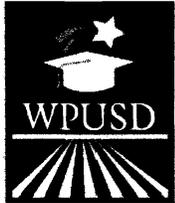
25 Exhibit E. 404 Permit

26 Exhibit F. 2002 Preliminary Report

27

28





**WESTERN PLACER  
UNIFIED SCHOOL DISTRICT**

600 SIXTH ST, SUITE 400, LINCOLN CA 95648  
PH: 916-645-6350

**Board of Trustees:** Paul Long  
Brian Haley  
Paul Carras  
Kris Wyatt  
Damian Armitage

**Superintendent:** Scott Leaman

September 12, 2012

RECEIVED

28 2012

Mr. John L. Wilhelm, Foreman  
Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

Placer County Grand Jury

The Honorable Alan V. Pineschi  
Presiding Judge of the Superior Court  
County of Placer  
P.O. Box 619072  
Roseville, CA 95661

RE: Response to the 2011-12 Placer County Grand Jury Report concerning the Lincoln Twelve Bridges Library

Dear Judge Pineschi and Foreman Wilhelm,

As one of the partners in the Lincoln Twelve Bridges Library, we are proud of the interagency cooperation of all three entities as we work together to provide library services to the citizens of Lincoln. Interagency partnerships such as this one require collaborative planning, well-defined goals, and mutual respect. All three agencies have worked jointly towards a successful partnership. Our responses to the Grand Jury Report findings and recommendations are outlined below.

**FINDINGS**

We disagree with the following findings:

F1 - The Agencies have been attempting, without success, to define the minimal level of core services necessary for the operation of the Library.

*Library services have been adjusted based on current economic conditions and the funding available from the partners.*

F2 - Library hours of operation do not meet the requirement of the MOU.

*The MOU outlines the management and budget development process for the library, which include hours and staffing. Included in the MOU is the statement, "The City Manager, following consultation with the LAC, may modify the daily scheduled hours" (p.13).*

We partially agree with the following findings:

F3 - Sierra College has failed to pay its full portion of operating expenses for the year 2010-2011.

*Western Placer Unified School District was present when representatives from Sierra College reported to the Library Advisory Committee Meeting held November 5, 2009 that the college would be decreasing their contribution to the library. This contribution figure was used to establish a new budget for the library. The agencies are currently abiding by the financial percentage responsibilities outlined in the MOU.*

F4 - Sierra College is obligated to repay a loan of \$747,823 to the City of Lincoln by June 30, 2013.

*The source of funds for this obligation are "the proceeds of sale of real property and school bond proceeds" as described on page 16 of the MOU. Concerning the sale of real property, Western Placer Unified intends to purchase land from Sierra College when funds are available based on the February 10, 2004 agreement approved by both boards. The treatment of school bond proceeds is outlined on page 17 of the MOU, including a loan to the college from the city.*

We agree with the following finding:

F5 - The Joint Use Cooperative Agreement with the Agencies assumes the eventual construction of a WPUSD high school and a Sierra College campus at the Library site.

#### RECOMMENDATIONS

R4 - That a new MOU properly reflecting the current and future use of the Library site be created by the Agencies.

*This recommendation has not yet been implemented, but will be implemented in the future. The Agencies recently met to begin discussions on a process to modify the MOU. A modified MOU should be completed by July 1, 2013.*



Scott Leaman  
Superintendent

Cc: Jim Estep, City Manager, City of Lincoln  
William Duncan, III, President, Sierra College



Lincoln Public Library Advisory Board and Committee Meeting Minutes  
Willow Room Lincoln Public Library at Twelve Bridges  
485 Twelve Bridges Drive, Lincoln CA. 95648

Thursday, November 5, 2009 6:00pm

Meeting called to order at 6:02 pm by Chair Carri Werve

Library Board and Committee Members Roll Call: Carri Werve, David Anderson, Dolores Martinez, David Gordon, Kevin Horan, Brian Haley, Barbara Vineyard, Jeff Atkinson, Patricia Saulsbury, Sandra Montgomery, Karen Roberts, Shirley Russell, Irma Balonek. Absent: Jane Tahti, Peggy Turner,

Presentation: Darla Wegener, Library Director, recognized the members of the Carnegie 100<sup>th</sup> Anniversary Committee and thanked them for all their hard work on behalf of the Library, including Nancy Peterson, Shirley Russell, Jane Tahiti, Verna Rowe, Lyndell Grey, Renae Mahaffey, Jeff Greenberg and others.

There was discussion on the minutes of the September 2, 2009 minutes in regards under Citizens addressing the Board paragraph. It was suggested the word "negotiate" be stricken from the last sentence and substitute the word "consult".

A change from Shirley Russell, FOLL, and book sale chairperson was proposed. She stated the August book sale raised \$2000.00 not \$7500.00 as stated.

Dave Anderson made a motion to approve the minutes as corrected. Second by Kevin Horan. Motion passed.

Library Advisory Board Meeting recessed at 6:12 pm.

Library Advisory Committee meeting called to order at 6:13 pm by Chair Karen Roberts.

Twelve Bridges Report: Lincoln City Manager, Jim Estep, Superintendent of Western Placer Unified School District, Scott Lehman, and President of Sierra College, Dr. Leo Chavez asked to address the committee. They explained they were coming to the LAC to ask for help with next year's budget commitments. Although they remain committed to their partnership with the Twelve Bridges Library, their current financial situation finds them short of funds.

Dr. Chavez spoke first and frankly stated they will not be able to contribute as they have in the past. In fact, they would like to cut their contribution by half and may even eventually to cut their contribution to zero. They will try and hold the bottom line to \$125,000.00. Sierra College is responsible for 25% of the overall budget for the Twelve Bridges Library. He stated that until the State submits its midyear budget proposal his hands are tied and he can make no commitments.

4.

The east side of the lobby was flooded in the recent rainstorm when rain blew in through the sliding entrance doors. A possible "donation wall" to block the weather had been mentioned to Darla by a patron. Kevin Horan, Library Board member, suggested that Darla speak to the city attorney about the problem.

Lincoln Public Library Advisory Committee Board By-Laws – The following two changes were made to the By-Laws:

- Section 2.2 Terms of Office: "April" will be stricken and replaced with "each calendar year"
- Section 2.4 Officers: "March" will be stricken and replaced with "At the first meeting of each calendar year" also "beginning with the month of April" will be stricken.

Shirley Russell moved and Brian Haley seconded motioned passed unanimously. Darla will make the changes and they will be available at the next meeting. Barbara will distribute to Sierra College Board, Karen to the WPUSD Board, and Darla to the City Council.

Future agenda items: Shirley Russell suggested replacing the tables in the Community Room with lighter ones that can move easier. The black out curtains are torn and need replacement Sierra College's OSHER Lifelong Learning Institute (OLLI) classes are the primary user. It was suggested this program pay for the curtains.

Adjournment of the LAC at 8:02 pm

The LAB reconvened at 7:35 pm by Chair, Carri Werve.

Director's Report – Darla Wegener, Director of Library Service distributed copies of the August, September, and October statistics. Darla pointed out that the only programs run by staff are Mother Goose on the Loose (MGOI) and Family Movie Nights.

Friends of the Lincoln Library Report: Shirley Russell reported the next book sale will be December 5, 2009 and that the "in library" book sale and green bag sales are between \$100- \$200 per week. The books sent to Better Books are also bringing in about \$100 per month. Mark your calendar for the 2<sup>nd</sup> week in April for National Library Week "Communities Thrive @ Your Library" celebration. They are still collecting 2010 calendar to be included in the Salt Seller Food Baskets.

Adjournment at 8:30 pm.

Respectively submitted by Linda Derosier.

February 1, 2010

## **Report from the Lincoln Public Library at Twelve Bridges Library Advisory Finance Subcommittee**

The purpose of this document is to assist in planning and budgeting for the Lincoln Public Library at Twelve Bridges during this economic downturn. This report is in response to the request of Sierra College (College), Western Placer Unified School District (WPUSD), and the City of Lincoln (City) Administration to determine core services and suggest reductions in costs and services. Currently the amount of the budget reduction the subcommittee worked toward was \$125,000 minimum for FY 2010-11.

### **Mission of the Lincoln Public Library at Twelve Bridges**

The mission of the Lincoln Public Library at Twelve Bridges will be to provide an accessible community resource to support the cultural, educational, and informational needs of the community of the greater Lincoln area. The Library will meet the public's information needs with special emphasis on the educational and recreational needs of high school and community college students and faculty. The Library will provide these services to support individual and group improvement, enrichment, increased opportunity, knowledge, and recreation.

Core library services include providing information for school, work, or personal enrichment, access to a varied collection of print, non-print and electronic resources including digital media, educational and cultural programs, meeting rooms and study space.

### **Access-Circulation, Collections, Technology, and Information Programming- Education, Recreation, and Literacy Community Center-Read, Meet, Learn, and Study**

Functions that support core library services include Circulation, Collection Management, Cataloging, Processing, Reference, Children and School support, Volunteers, and Administration.

Circulation includes the following services: checking materials in and out, holds, interlibrary loan, document delivery, reshelving, stack maintenance (shelf reading and shifting), security, notices, bills, and processing problems (damages, missing items, and repairs).

Collection Management includes the following services: planning, purchasing, and building a useful and balanced collection of purchases and donated library materials over a period of years based on the information needs of the library's community, working within budgetary limitations to purchase collections, coordinating collection decision between partners, replacement of lost and damaged items, and weeding decisions.

Cataloging includes the following services: original and copy cataloging, adding catalog records holdings and items to system, editing current records, merging duplicate records, deleting records, classify items with call number, update statuses, and updating OCLC cataloging utility.

Processing includes the following services: receiving delivered items and donations, covering books, placing audio-visuals in security cases, adding call number, barcode, and genre labels, mending items, repairing and cleaning discs, and creating and placing RFID tag.

February 1, 2010

To Be Considered if additional cuts

Wireless Internet Service  
Additional Seasonal Staff

TBD  
TBD

Possible Service Reductions

Movie Nights  
Bedtime Storytime  
Mother Goose on the Loose Early Literacy Program and Storytime  
DVDs and CDs purchases  
Audiobooks purchases  
California of the Past the Stories of Lincoln Digital Storytelling  
Sierra College OLLI classes  
Holds  
Interlibrary Loans to others  
MVLS  
Hours  
Wireless Internet service (WiFi)  
Microsoft Office Licensing for Public Computers  
Summer Reading  
Class visits  
Special Event Programs – Women's History Month, NYE, etc.  
Renting Rooms  
Coordinating Programs run by volunteers

Conclusion

The above report outlining possible cuts takes in consideration that the City and WPUSD would continue to contribute at the previous year levels, taking in account the percentages in the MOU. For operations, this would be approximately \$110,000 for WPUSD and \$448,000 for the City. The College's requested share is approximately \$60,000. Collection contributions would remain the same at \$283,475 (\$64,650 WPUSD, 64,325 College, and 154,500 City). This would allow for an operations budget of \$618,000 for Twelve Bridges for a total budget of \$901,475.

The above budget does not include operating or collection costs for the Carnegie facility, which is not part of the MOU agreement.



October 13, 2010

Sierra College  
5000 Rocklin Road  
Rocklin, CA 95677

Our auditors, Richardson & Company, are conducting an audit of our financial statements. Please confirm the balance due at June 30, 2010, which is shown on our records and the enclosed statement as \$601,562.51

Please indicate in the space provided below whether this information is in agreement with your records. If there are differences, please provide any information you have that will assist our auditors in reconciling the difference. Please also indicate any special contract, sale or payment terms related to this balance.

Please sign and date your response and mail your reply directly to Richardson & Company, 550 Howe Avenue, Suite 210, Sacramento, California 95825, in the enclosed return envelope. PLEASE DO NOT MAIL PAYMENTS ON YOUR ACCOUNT TO THE AUDITORS.

Very truly yours,

Anna Jatczak  
Chief Financial Officer/Assistant City Manager

To: Richardson and Company

The balance due City of Lincoln of \$601,562.51 of June 30, 2010 is correct with the following exceptions (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City Hall  
600 Sixth Street  
Lincoln, CA 95648  
(916) 434-2400  
www.ci.lincoln.ca.us

Administrative Services - City Manager's Office - Community Development  
Fire - Library - Recreation - Police - Public Works

**PURCHASE AND SALE AGREEMENT**  
**TO TRANSFER FIFTEEN ACRES OF LAND**  
**FROM**  
**SIERRA JOINT COMMUNITY COLLEGE DISTRICT**  
**TO**  
**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

**February 10, 2004**

1 Liability Act of 1980 ("CERCLA") [42 USCS §§ 9601 et seq.]; the Resource Conservation and  
2 Recovery Act of 1976 ("RCRA") [42 USCS §§ 6901 et seq.]; the Clean Water Act, also known as  
3 the Federal Water Pollution Control Act ("FWPCA") [33 USCS §§ 1251 et seq.]; the Toxic  
4 Substances Control Act ("TSCA") [15 USCS §§ 260] et seq.; the Hazardous Materials  
5 Transportation Act ("HMTA") [49 USCS §§ 180] et seq.; the Insecticide, Fungicide, Rodenticide  
6 Act [7 USCS §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§  
7 6901 et seq.]; the Clean Air Act [42 USCS 740.1 et seq.]; the Safe Drinking Water Act [42 USCS  
8 §§ 300f et seq.]; the Solid Waste Disposal Act [42 USCS §§ 690 et seq.]; the Surface Mining  
9 Control and Reclamation Act [30 USCS §§ 1201 et seq.]; the Emergency Planning and Community  
10 Right to Know Act [42 USCS §§ 11001 et seq.]; the Occupational Safety and Health Act [29 USCS  
11 §§ 655W 657]; the California Underground Storage of Hazardous Substances Act [H & S C §§  
12 25280 et seq.]; the California Hazardous Substances Account Act [H&SC §§ 25300 et seq.]; the  
13 California Hazardous Waste Control Act [H&S C §§ 25] 00 et seq.; the California Safe Drinking  
14 Water and Toxic Enforcement Act [H&SC §§ 24249.5 et seq.]; the Porter-Cologne Water Quality  
15 Act [Water Code §§ 13000 et seq.] together with any amendments of or regulations promulgated  
16 under the statutes cited above and any other federal, state, or local law, statute, ordinance, or  
17 regulation now in effect that pertains to occupational health or industrial hygiene, and only to the  
18 extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to  
19 Hazardous Substances on, under, or about the Property, or the regulation or protection of the  
20 environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

21 (2) "EPA" is defined in Section 14(a).

22 (3) "Hazardous Substances" includes without limitation:

23 (a) Those substances included within the definitions of "hazardous substance," "hazardous  
24 waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in  
25 CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;

1 Section 2

2 Purchase and Sale

3 Seller agrees to sell and Purchaser agrees to purchase the Property subject to the terms and  
4 conditions provided in this Agreement.

5 Section 3

6 Purchase Price and Payment

7  
8 (a) The purchase price for the property shall be the sum of THREE MILLION SEVEN  
9 HUNDRED FIFTY THOUSAND DOLLARS (\$3,750,000), hereinafter, "the Purchase Price" and  
10 shall be paid as set forth in (b), below.

11 (b) The Purchase Price shall be paid as follows:

12 1. Following close of escrow, the sum of TWO MILLION TWO HUNDRED FIFTY  
13 THOUSAND DOLLARS (\$2,250,000) shall be paid to Seller in cash or cash equivalent, within a  
14 reasonable period of time following written demand therefore from Seller. Within ten (10) days  
15 following such written demand, Purchaser shall notify Seller, in writing, as to the date of delivery  
16 of such funds. Upon receipt, Seller shall utilize such funds for the purpose of infrastructure  
17 improvements, development, and construction on Sellers property.

18  
19 2. The remaining balance of the Purchase Price, the sum of ONE MILLION FIVE  
20 HUNDRED THOUSAND DOLLARS (\$1,500,000) shall be accounted for in a separately identified  
21 account established by and administered by Purchaser for purpose of paying the costs of site design  
22 and development of the Property or as otherwise maybe agreed upon by the Parties hereto. Seller,  
23 upon written demand, is entitled to periodically receive an accounting of such funds.

24  
25 3. The separate account containing the remaining balance of the purchase price set  
26 forth in subparagraph 2 shall accrue interest at the rate of 4.5% (four and one half percent) per  
27 annum. The accrued interest shall be payable on an annual basis and at the close of the account, or  
28 on such other terms as the parties subsequently agree in writing.

1 Assessments"), which are more particularly described in the exceptions to title listed in the  
2 Preliminary Report dated December 30, 2002 ("2002 Preliminary Report). A true and correct copy  
3 of the 2002 Preliminary Report is attached hereto as Exhibit "F" and incorporated by this reference.

4  
5 Section 5

6 Escrow

7 (a) By this Agreement, Purchaser and Seller establish an escrow ("Escrow") with Placer Title  
8 Company, 2150 Douglas Boulevard, Suite 260, Roseville, California ("Escrow Agent"), subject to  
9 the provisions of the standard conditions for acceptance of escrow and the terms and conditions in  
10 this Agreement, with a signed counterpart of this document to be delivered as escrow instructions  
11 to Escrow Agent. In the event of any conflict between the terms of this Agreement and the standard  
12 conditions for acceptance of escrow, the terms of this Agreement shall control.

13 Section 6

14 Feasibility Period

15 (a) During the period commencing on the Effective Date of this Agreement and Terminating  
16 sixty (60) days later ("Feasibility Period"), Purchaser shall undertake at Purchaser's expense an  
17 inspection of the Property, a review of the physical condition of the Property, including but not  
18 limited to, inspection and examination of soils, environmental factors, hazardous substances, if any,  
19 and archeological information relating to the Property; and a review and investigation of the effect  
20 of any zoning, maps, permits reports, engineering data, regulations, ordinances, and laws affecting  
21 the Property to determine that the Property can be used for a public school site, and can be developed  
22 at a cost acceptable to Purchaser, and to begin the process to obtain all necessary approvals,  
23 including, but not limited to those required by the California Environmental Quality Act ("CEQA")  
24 and the California Department of Toxic and Substance Control ("DTSC"). Within ten (10) days  
25 following the execution of this Agreement by both parties, Seller shall deliver to Purchaser copies  
26 of all architectural plans, surveys, specifications, and other documents pertaining to the physical,  
27  
28

- 1 (b) Purchaser's approval of the condition of the Property as provided in Section 5;
- 2 (c) Seller's performance of all obligations under this Agreement; and
- 3 (d) Escrow Agent's commitment to issue the Title Policy at the Close of Escrow, subject only to the
- 4 Approved Exceptions.

5 **Section 8**

6 **Conditions to Seller's Performance**

7 Seller's obligation to perform under this Agreement is subject to satisfaction of the following

8 conditions:

- 9 (a) Purchaser's performance of all of the obligations which it is required to perform pursuant
- 10 to this Agreement.

11 **Section 9**

12 **Access**

13 (a) Access to the Property during the Feasibility Period shall be given to Purchaser, its

14 agents, employees, or contractors (collectively, "Purchaser's Agents") during normal business hours

15 upon at least one (1) business day's notice to Seller, at Purchaser's own cost and risk, to conduct

16 reasonable inspections and tests, including, but not limited to, inspecting the Property, taking

17 samples of the soil, and conducting an environmental audit (including an investigation of past and

18 current uses of the Property). Purchaser shall not perform any invasive activity, including, without

19 limitation, digging, drilling, boring or otherwise altering the surface or subsurface of any portion of

20 the Property without the prior written consent of the Seller, which consent shall not be unreasonably

21 withheld, conditioned or delayed. Purchaser shall indemnify and defend Seller against and hold

22 Seller harmless from all losses, costs, damages, liabilities, and expenses, including, without

23 limitation, reasonable attorney fees arising out of Purchaser's entry onto the Property or any activity

24 thereon by Purchaser or its agents, employees, or contractors prior to the Close of Escrow except to

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1 including without limitation building permits, certificates of completion, certificates of occupancy,  
2 and environmental permits and licenses, and any correspondence related to the Improvements.

3 (iii) Materials Related to Condition of Property. Any environmental impact reports,  
4 "Phase I" or "Phase II" reports, or environmental site assessments concerning hazardous materials  
5 on the Property, complaints or notices of the presence of hazardous materials on the Property,  
6 geological surveys, soil tests, engineering reports, inspection results, complaints, or notices received,  
7 regarding the safety of the Property.  
8

9 (iv) Litigation Materials. All materials related to pending or threatened litigation,  
10 or litigation that was pending or threatened, during the period of Seller's ownership of the Property,  
11 involving the Property or the Seller on account of its ownership of the Property, including  
12 correspondence, complaints, court orders, settlements, and judgments.

13 (v) Other Documents. All other data, correspondence, document agreements,  
14 waivers, notices, applications, and other records regarding the Property relating to transactions with  
15 taxing authorities, governmental agencies, utilities, vendors, tenants, neighbors, and others with  
16 whom Purchaser may be dealing from and after the Closing Date.  
17

18 (c) Purchaser's Approval of Preliminary Documents. Purchaser's obligation to purchase the  
19 Property is expressly conditioned on its approval, in its sole discretion, of the matters disclosed in  
20 the Preliminary Documents. Purchaser shall have the period from the Effective Date until the end  
21 of the Feasibility Period, to review the Preliminary Documents and to decide whether to approve the  
22 matters disclosed in the Preliminary Documents. On or before the end of the Feasibility Period,  
23 Purchaser shall deliver written notice to Seller either accepting the matters disclosed in the  
24 Preliminary Documents or terminating this Agreement. If Purchaser fails to give such notice on or  
25 before the end of the Feasibility Period, Purchaser shall be deemed to be satisfied with the  
26 Preliminary Documents and shall be deemed to have waived the right to terminate this Agreement  
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1 date Seller is deemed to have elected not to cure the Title Objections) to deliver a written notice to  
2 Seller (the Purchaser's Election Notice) of Purchaser's election either to (A) proceed with the  
3 purchase of the Property, waive such Title Objection, and accept the exception shown in the  
4 Preliminary Report as a Permitted Exception, or (B) terminate this Agreement. If Purchaser fails to  
5 deliver Purchaser's Election Notice within the time specified in this section, Purchaser shall be  
6 deemed to have elected to terminate this Agreement.  
7

8 (iv) Nonmonetary Cure. If Seller is obligated or elects to cure or remove a Title  
9 Objection, but the method specified for removing or curing the Title Objection is other than the  
10 payment of a specific sum of money, then Purchaser shall have ten (10) days after delivery of the  
11 Seller's Title Notice to deliver Purchaser's Election Notice specifying whether it elects to (A) proceed  
12 with the purchase of the Property, subject to Seller's removal of the Title Objection, or (B) terminate  
13 this Agreement. If Purchaser fails to deliver Purchaser's Election Notice within the time specified  
14 in this section. Purchaser shall be deemed to have elected to terminate this Agreement.  
15

16 (v) Seller's Failure to Remove Title Objection. If Seller is obligated or elects to cure  
17 or remove a Title Objection and fails to do so at least five (5) days before the Closing Date, or fails  
18 to show that it will be able to do so on Closing, then Seller shall be in default under this Agreement,  
19 and Purchaser shall have all its rights and remedies provided by this Agreement, including, but not  
20 limited to, return of the Deposit with interest.

21 Section 11

22 Close of Escrow

23 (a) Title. Simultaneously with the Close of Escrow, Escrow Agent shall issue:

24 (i) A CLTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the  
25 Purchase Price, subject only to the following matters:  
26

27 (A) A lien for real property taxes, bonds, and assessments not then due; and

28 (B) Permitted Exceptions;

1 (g) Closing Date. Subject to the satisfaction of the conditions set forth in Sections 6 and 7  
2 ("Closing Date"). The conveyance of the property to Purchaser and the closing of this transaction  
3 ("Close of Escrow") shall take place within fifteen (15) days following expiration of the Feasibility  
4 Period.

5 (h) Purchaser's Deposit into Escrow. Purchaser shall deposit with Escrow Agent, on or prior  
6 to the close of escrow, the balance of the purchase price in accordance with Section 3, minus  
7 prorations, if any, as set forth herein. On the Closing Date, Escrow Agent shall close Escrow as  
8 follows:  
9

10 (i) Record the Deed (marked for return to Purchaser) with the Placer County Recorder  
11 (which shall be deemed delivery to Purchaser);

12 (ii) Issue the CLTA Title Policy;

13 (iii) Prorate taxes, assessments, rents, and other charges as provided in Section 1 l(j);

14 (iv) Disburse to Seller the Purchase Price per Section 3, less prorated amounts and  
15 charges to be paid by or on behalf of Seller;

16 (v) Charge Purchaser for those costs and expenses to be paid by Purchaser pursuant  
17 to this Agreement and disburse any net funds remaining after the preceding disbursements to  
18 Purchaser;

19 (vi) Prepare and deliver to both Purchaser and Seller one signed copy of Escrow  
20 Agent's closing statement showing all receipts and disbursements of the Escrow;

21 (vii) Deliver to Purchaser the Assignment, the FIRPTA Affidavit, and the  
22 Withholding Affidavit;

23 (viii) If Escrow Agent is unable to simultaneously perform all of the instructions set  
24 forth above, Escrow Agent shall notify Purchaser and Seller and retain all funds and documents  
25 pending receipt of further instructions jointly issued by Purchaser and Seller;  
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Section 12

Condemnation

(a) If, prior to the Close of Escrow, all of the Property is taken by condemnation or eminent domain or is the subject of a threatened or pending condemnation or eminent domain proceeding that has not been consummated, Seller shall immediately notify Purchaser of the event. In this event, this Agreement shall be immediately terminated. On termination of this Agreement, neither party shall have any rights or responsibilities to the other, and the Deposit shall be promptly returned to Purchaser. In this event, any escrow cancellation fees in connection with the termination shall be shared fifty percent (50%) by Purchaser and fifty percent (50%) by Seller.

(b) If any portion of the Property is taken by condemnation or eminent domain or is the subject of a threatened or pending condemnation or eminent domain proceeding that has not been consummated, Seller shall immediately notify Purchaser of this event, Purchaser shall then have the right to terminate this Agreement by written notice to the Seller delivered within ten (10) business days after Purchaser's receipt of this notice, if Purchaser reasonably believes that the portion of the Property subject to being taken would materially and adversely affect Purchaser's intended use of the Property. If Purchaser elects not to exercise the right to terminate pursuant to this Section, Seller shall assign and deliver to Purchaser, and Purchaser shall be entitled to receive, all awards, otherwise payable to Seller, for the taking by eminent domain. The parties shall proceed to the Close of Escrow pursuant to the terms of this Agreement, without modification of this Agreement, except as necessitated by eminent domain actions, and without any reduction in the Purchase Price. If Purchaser terminates pursuant to this Section, then neither party shall have any rights or responsibilities to the other, and the Deposit shall be promptly returned to Purchaser. Any escrow cancellation fees connected with this termination shall be shared fifty percent (50%) by Purchaser and fifty percent (50%) by Seller.

1 Section 14

2 Representations and Warranties

3 Sellers Representations

4 Seller represents and warrants to Purchaser that as of the Effective Date and as of the Close  
5 of Escrow the following matters shall be true:

6 (a) Hazardous Substances.

7  
8 (i) The Property is free and has always been free from Hazardous Substances and is  
9 not and has never been in violation of any Environmental Laws.

10 (ii) There are no buried or partially buried storage tanks located on the Property. Seller  
11 has received no notice, warning, notice of violation, administrative complaint, judicial complaint,  
12 or other formal or informal notice alleging that conditions on the Property are currently in violation  
13 of any Environmental Law, or informing Seller that the Property is currently subject to investigation  
14 or inquiry regarding Hazardous Substances on the Property or the potential violation of any  
15 Environmental Law.

16  
17 (iii) There is no monitoring program required by the Environmental Protection  
18 Agency ("EPA") or any similar state agency concerning the Property.

19 (iv) No toxic or hazardous chemicals, waste, or substances of any kind have ever been  
20 spilled, disposed of, or stored on, under, or at the Property, whether by accident, burying, drainage,  
21 or storage in containers, tanks, or holding areas, or by any other means.

22 (v) The Property has never been used as a dump or landfill.

23 (vi) Seller has disclosed to Purchaser all information, records, and studies in Seller's  
24 possession in connection with the Property concerning Hazardous Substances.

25  
26 (vii) The Property is not in violation of any federal, state, or local law, ordinance, or  
27 regulation relating to industrial hygiene or to the environmental conditions on, under, or about the  
28 Property, including but not limited to soil and groundwater conditions; there are no environmental,

1 (h) Compliance With Laws. Neither the Property nor its operation violates in any  
2 way any applicable laws, ordinances, rules, regulations, judgments, orders, or covenants, conditions  
3 and restrictions, whether federal, state, local, foreign or private, including without limitation the  
4 Americans with Disabilities Act and all life safety requirements. The Improvements are not in  
5 violation of any applicable building or zoning codes, laws, regulations, or ordinances. Seller has not  
6 received any request, oral or written, that Seller modify or terminate any use of the Property rights  
7 on the Property. No assessment lien or bond encumbers the Property, and no governmental authority  
8 has undertaken any action that could give rise to an assessment lien affecting the Property.  
9

10 (i) Seller shall promptly notify Purchaser of any facts that would cause any of the  
11 representations contained in this Agreement to be untrue as of the Close of Escrow and shall deliver  
12 to Purchaser at the Close of Escrow a certificate ("Closing Certificate") in a form to be determined  
13 by the parties, which is incorporated into this Agreement by this reference, confirming that the  
14 representations contained in this Agreement continue to be true as of the Close of Escrow. The  
15 obligations of Purchaser to consummate the transactions contemplated are conditioned upon the  
16 delivery by Seller of the Closing Certificate. If Purchaser reasonably concludes that a fact materially  
17 and adversely affects the Property, Purchaser shall have the option to terminate this Agreement by  
18 delivering written notice to Seller and Escrow Agent. If Purchaser terminates this Agreement  
19 pursuant to this Section, Escrow Agent shall, within ten (10) days following receipt of Purchaser's  
20 notice to terminate, return to Purchaser the Deposit and all accrued interest, and cancel the Escrow.  
21

22 (j) Following the Close of Escrow, Seller agrees to indemnify Purchaser and agrees to defend  
23 and hold Purchaser harmless from all loss, cost, liability, expense, damage, or other injury, including  
24 without limitation, attorney fees and expenses, to the fullest extent not prohibited by applicable law,  
25 and all other costs and expenses incurred by reason of, or in any manner resulting from, the breach  
26 of any warranties and representations in this Section, and all third-party claims arising out of or  
27 related to any facts or circumstances with respect to the period prior to the Close of Escrow.  
28

1 (g) Access to Property. Purchaser and Purchaser's representatives, agents, and designees shall  
2 have the right at all reasonable times until Closing to enter the Property as provided in Section 9.

3 (h) Seller covenants and agrees that before the Closing Date it shall terminate all service  
4 contracts related to the Property except any that Purchaser has specifically elected to assume under  
5 Section 1.

6 (i) Seller shall promptly notify Purchaser of any material change in any condition with  
7 respect to the property of any material event or circumstance that makes any representation or  
8 warranty of Seller under this Agreement untrue or misleading.  
9

10 Section 16

11 Representations of Purchase

12 (a) Purchaser's Purpose. Purchaser is acquiring the Property for the purpose of constructing,  
13 reconstructing, maintaining, and operating a portion of a comprehensive high school and joint use  
14 facilities, including but not limited to, playing fields and parking lots.

15 (b) Feasibility Period. With the Feasibility Period provided in this Agreement, Purchaser has  
16 and shall have been afforded a reasonable period of time to perform such due diligence as Purchaser  
17 believes is reasonably necessary to make the decision to consummate the transactions described in  
18 this Agreement in accordance with and subject to the terms hereof.  
19

20 Section 17

21 Authority of Parties

22 (a) Seller warrants that this Agreement and all other documents delivered prior to or on the  
23 Close of Escrow:

24 (i) have been authorized, executed, ratified, and delivered by the Governing Board  
25 of Seller;

26 (ii) are binding obligations of Seller;  
27  
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1 allegedly due; the party who receives performance from the other party for an alleged breach of  
2 contract or a desired remedy where the performance is substantially equal to the relief sought in an  
3 action; or the party determined to be the prevailing party by a court of law.

4 **Section 20**

5 **Notices**

6 All notices to be given under this Agreement shall be in writing and sent by:

7 (a) certified mail, return receipt requested, in which case notice shall be deemed delivered  
8 three (3) business days after deposit, postage prepaid in the United States Mail;

9 (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered  
10 one (1) business day after deposit with that courier;

11 (c) hand delivery, in which case notice shall be deemed delivered upon receipt; or

12 (d) telecopy or similar means if a copy of the notice is also sent by United States Certified  
13 Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar  
14 means, provided that a transmission report is generated reflecting the accurate transmission of the  
15 notices as follows, or to such other address as Purchaser or Seller may respectively designate by  
16 written notice to the other:  
17  
18

19 **Seller:**

**Purchaser:**

20  
21 Sierra Joint Community College District  
22 5000 Rocklin Road  
23 Rocklin, CA 95677

Western Placer Unified School District  
810 J Street  
Lincoln, CA 95648

24 **Section 21**

25 **Entire Agreement**

26 This Agreement and the documents referenced herein contain the entire agreement between  
27 the parties to this Agreement and shall not be modified in any manner except by an instrument in  
28 writing executed by the parties or their respective successors in interest.

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**Section 26**

**Counterparts**

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

**Section 27**

**Time of the Essence**

Time is of the essence in this Agreement.

**Section 28**

**Successors**

This Agreement shall insure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

**Section 29**

**Governing Law**

This Agreement shall be governed by and construed in accordance with California law.

**Section 30**

**Cooperation with 1031 Exchange**

Purchaser agrees to cooperate with Seller in any tax-deferred exchange, including but not limited to the execution of any additional documentation reasonably necessary to facilitate an exchange transaction so as to comply with Section 1031 of the Internal Revenue Code, as amended, together with any and all regulations promulgated pursuant to that Section.

IN WITNESS WHEREOF, Seller, the Sierra Joint Community College District, a political subdivision of the State of California, has authorized the execution of this Agreement by its Superintendent under the authority of Resolution No. \_\_\_\_\_, adopted by the Board of Trustees of the Sierra Joint Community College District on the \_\_\_\_\_ day of \_\_\_\_\_, 2004 and Purchaser, the Western Placer Unified School District, a political subdivision of the State of California, has

1                                   **PURCHASE AND SALE AGREEMENT BETWEEN THE**  
2                                   **WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE SIERRA JOINT**  
   **COMMUNITY COLLEGE DISTRICT**

- 3    Recitals  
4    Section 1. Definitions  
5    Section 2. Purchase and Sale  
6    Section 3. Purchase Price  
7    Section 4. Escrow  
8    Section 5. Covenants, Conditions, Restrictions  
9    Section 6. Feasibility Period  
10   Section 7. Conditions to Purchaser's Performance  
11   Section 8. Conditions to Seller's Performance  
12   Section 9. Access  
13   Section 10. Title and Preliminary Document Review  
14   Section 11. Close of Escrow  
15   Section 12. Condemnation  
16   Section 13. Liquidated Damages  
17   Section 14. Seller's Representations and Warranties  
18   Section 15. Seller's Covenants  
19   Section 16. Representations of Purchaser  
20   Section 17. Authority of Parties  
21   Section 18. Assignment  
22   Section 19. Attorney Fees  
23   Section 20- Notices  
24   Section 21, Entire Agreement  
25   Section 22. Severability  
26   Section 23. Waivers  
27   Section 24. Construction  
28   Section 25. Merger  
29   Section 26. Counterparts  
30   Section 27. Time of the Essence  
31   Section 28. Successors  
32   Section 29. Governing Law  
33   Section 30. Cooperation with 1031 Exchange  
34   Section 31. Facsimile Signatures  
35   Exhibit A. Legal Description  
36   Exhibit B. Reserved by the parties  
37   Exhibit C. Grant Deed  
38   Exhibit D. Donation Agreement  
39   Exhibit E. 404 Permit  
40   Exhibit F. 2002 Preliminary Report

Placer County  
2011-2012 Grand Jury  
Recommendation Responses

**Holding Facility Inspections**

(Pages 39-49, 2011-2012 Final Report)

Respondents:

Ray Kerridge, City Manager City of Roseville

Daniel Hahn, Chief of Police Roseville Police Department

Ricky Horst, City Manager City of Rocklin

Ronald A Lawrence, Chief of Police Rocklin Police Department

*(See response included in Concealed Weapons Licenses Responses)*

Placer County Board of Supervisors

David Boesh, County Executive Officer

Edward N. Bonner, Sheriff County of Placer

*(See response included in Concealed Weapons Licenses Responses)*

Jim Durfee, Director of Placer County Facility Services





City Manager  
311 Vernon Street  
Roseville, California 95678

RECEIVED

September 25, 2012

Placer County Grand Jury

Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

The Honorable Alan V. Pineschi  
Presiding Judge of the Superior Court  
County of Placer  
P.O. Box 619072  
Roseville, CA 95661

**Re: 2011-2012 Placer County Grand Jury Report-Annual Inspections of the Holding Facilities in Placer County (City of Roseville).**

Honorable Alan V. Pineschi and Members of the Grand Jury,

I would like to thank you for your continued dedication to the citizens of Placer County. I am pleased to submit my response to your final report.

**FINDINGS**

I partially **disagree** with the findings of the Placer County Grand Jury in regards to the annual inspections of the holding facilities in Placer County (City of Roseville).

- F1) **Roseville Police Department** – The Roseville Police Department holding facility is underutilized as evidenced by its closure in the morning, a low prisoner population (except for the Sentenced Prisoner Program), and the fact that almost all prisoners are transported immediately to the Sheriff’s Office Auburn Jail or Placer County Juvenile Detention Facility.
  - a. The morning closure of the jail was not due to underutilization, but rather our best solution to budgetary issues that put constraints on staffing levels. The morning hours were determined to be the least impactful to the operation of the department. However, plans are underway to reopen the jail to a 24/7 operation until the County facility opens to the point of accepting all Roseville Police Department arrestees.

## RECOMMENDATIONS

- R1) The City of Roseville monitor the status of the South Placer County Adult Corrections Facility and execute its plan to close the Roseville Police Department jail upon the opening of the County Facility.

Response 1) The Roseville Police Department will continue to monitor the status of the South Placer County Adult Corrections Facility and plans on the closure of our jail when the County facility opens to the point of accepting all Roseville Police Department arrestees. We are in continuous communication with the County regarding the opening of the new facility.

I again would like to thank the 2011-2012 Placer County Grand Jury for its report and service to the City of Roseville. If there is any additional information I can provide, I would be happy to speak with you or respond in writing.

Sincerely,



Ray Kerridge, City Manager  
City of Roseville



**Roseville Police Department**

1051 Junction Blvd.  
Roseville, CA 95678

**Daniel Hahn, Chief of Police**

---

September 25, 2012

✓ Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

RECEIVED

28

Placer County Grand Jury

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Presiding Judge of the Superior Court  
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P.O. Box 619072  
Roseville, CA 95661

**Re: 2011-2012 Placer County Grand Jury Report-Annual Inspections of the Holding Facilities in Placer County (City of Roseville).**

Honorable Alan V. Pineschi and Members of the Grand Jury,

I would like to thank you for your continued dedication to the citizens of Placer County. I am pleased to submit my response to your final report.

**FINDINGS**

I partially **disagree** with the findings of the Placer County Grand Jury in regards to the annual inspections of the holding facilities in Placer County (City of Roseville).

F1) **Roseville Police Department** – The Roseville Police Department holding facility is underutilized as evidenced by its closure in the morning, a low prisoner population (except for the Sentenced Prisoner Program), and the fact that almost all prisoners are transported immediately to the Sheriff’s Office Auburn Jail or Placer County Juvenile Detention Facility.

- a. The morning closure of the jail was not due to underutilization, but rather our best solution to budgetary issues that put constraints on staffing levels. The morning hours were determined to be the least impactful to the operation of the department. However, plans are underway to reopen the jail to a 24/7 operation until the County facility opens to the point of accepting all Roseville Police Department arrestees.

**2011-2012 Placer County Grand Jury Report-Annual Inspections of the Holding Facilities in Placer County (City of Roseville)**  
**Page 2**

RECOMMENDATIONS

- R1) The City of Roseville monitor the status of the South Placer County Adult Corrections Facility and execute its plan to close the Roseville Police Department jail upon the opening of the County Facility.

Response 1) The Roseville Police Department will continue to monitor the status of the South Placer County Adult Corrections Facility and plans on the closure of our jail when the County facility opens to the point of accepting all Roseville Police Department arrestees. We are in continuous communication with the County regarding the opening of the new facility.

I again would like to thank the 2011-2012 Placer County Grand Jury for its report and service to the City of Roseville. If there is any additional information I can provide, I would be happy to speak with you or respond in writing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel Hahn', with a long horizontal flourish extending to the right.

Daniel Hahn  
Chief of Police  
City of Roseville



November 5, 2012

The Honorable Alan V. Pineschi  
Presiding Judge of the Superior Court  
County of Placer  
P.O. Box 619072  
Roseville, CA 95661

RECEIVED

NOV 6 2012

Placer County Grand Jury

Re: Response to Grand Jury Final Report 2011-2012 - Rocklin Police Department Holding Facility

Dear Judge Pineschi:

The following is the response from the Office of the City Manager to the Findings and Recommendations in the *Placer County Grand Jury Final Report* dated June 19, 2012, regarding the Rocklin Police Department Holding Facility.

Grand Jury Recommendation

(R2 – page 47): *The Rocklin City Council authorize the study and development of a space utilization plan for the Police Department in the likely event that the Placer County Sheriff's Department will be able to directly accept Rocklin Police Department prisoners at the nearby Santucci Justice Center.*

The above recommendation will not be implemented because it is not warranted and/or is not operationally reasonable.

The Rocklin Police Department holding facility was not designed with the intent of housing prisoners beyond six hours. Therefore, there is not a need for corrections personnel, nor a need to house overnight prisoners. The holding facility is strictly a safe, temporary holding/processing location for newly arrested persons, used by Rocklin officers during interrogations or other follow-up investigations such as breathalyzer tests or phlebotomist blood draws in DUI cases. Often criminal investigations require arrestees to be separated and questioned, and the holding facility provides a safe environment for conducting such interrogations. Arrestees are not held in the temporary holding facility longer than six hours to comply with the California Code of Regulations Title 15 and Title 24 governing adult jails, and the housing of juvenile offenders.

November 1, 2012  
Judge Pineschi  
Page 2

In addition, the Rocklin Holding facility is used for those arrested, booked at the Police Department and released on a misdemeanor citation without being booked into the County Jail. This saves valuable time and prevents the City from paying booking fees.

The Rocklin temporary holding facility would also provide vital capacity should a need arise during large civil unrest/disturbances to handle mass-arrests, organize prisoners for transport or book and release of citations.

Thank you for this opportunity to respond to the 2011-2012 Grand Jury recommendation. If you or the Grand Jury members have any questions, please contact me at 916.625.5570.

Sincerely,

A handwritten signature in black ink, appearing to read "Ricky A. Horst". The signature is stylized with a large initial "R" and a circular flourish at the end.

Ricky A. Horst  
City Manager, City of Rocklin

cc: Barbara Ivanusich, City Clerk – City of Rocklin

✓ Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

# County of Placer Board of Supervisors

175 FULWEILER AVENUE  
AUBURN, CALIFORNIA 95603  
530/889-4010 • FAX: 530/889-4009  
PLACER CO. TOLL FREE # 800-488-4308

JACK DURAN  
District 1

ROBERT M. WEYGANDT  
District 2

JIM HOLMES  
District 3

KIRK UHLER  
District 4

JENNIFER MONTGOMERY  
District 5



September 25, 2012

John Wilhelm, Foreperson  
Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

Placer County Grand Jury

## **Re: 2011-12 Grand Jury Final Report – *Annual Inspections of the Holding Facilities in Placer County***

Dear Mr. Wilhelm,

This letter is in response to the 2011-2012 Grand Jury's Findings & Recommendations from the report titled *Annual Inspections of the Holding Facilities in Placer County*. The Placer County Board of Supervisors would like to thank the members of the 2011-12 Grand Jury for their efforts in their annual inspection of the Placer County holding facilities and for providing their findings for our response.

### **Findings of the Grand Jury**

3. Auburn Historic Courthouse Holding Facility - The "blind spot" in the hallway between the control room and the holding cell prevents corrections personnel from observing inmates and represents a safety issue for both corrections personnel and inmates.

**Board of Supervisors Response:** The Board of Supervisors agrees with this finding. However, the State of California Administrative Office of the Courts (AOC), rather than Placer County, is responsible for initiating maintenance and repair of Court facilities.

4. Sheriff's Office Tahoe Substation at Burton Creek, Tahoe City – Based on a 17-year history of inactions and a clear and well documented lack of progress, there seems to be a lack of motivation on the part of Placer County officials, at all levels, to replace this facility.

**Board of Supervisors Response:** The Board of Supervisors disagrees with this finding. The Board recognizes the need to replace the Burton Creek facility. The Grand Jury citing a "lack of motivation" on the part of Placer County officials as the main delay in replacing the facility is inaccurate. The County Executive Office, Facilities Services and Placer Superior Court officials continue to pursue development opportunities for a new Tahoe facility.

5. There is a potential cost savings at the Auburn jail if sufficient storage could be arranged to allow for volume purchasing.

**Board of Supervisors Response:** The Board of Supervisors agrees with this finding. Volume purchasing cost savings opportunities were designed into the new kitchen at the South Placer Adult Correctional Facility (SPACF). Accordingly, the Board of Supervisors authorized Correctional Food Services to transition to SPACF, which is anticipated to occur in October 2012.

### **Recommendations of the Grand Jury**

3. The Placer County Sheriff coordinates with the Administrative Office of the Courts to install a convex mirror in the holding facility at the end of the hallway between the control room and the holding cells at the Auburn Historical Courthouse Court Holding Facility.

#### **Board of Supervisors Response:**

On August 20, 2012, the Placer County Sheriff's Office reported to the Grand Jury that on July 9, 2012, the recommended installation of a convex mirror in the hallway at the Auburn Historical Courthouse was completed.

4. The Placer County Board of Supervisors should replace the Sheriff's Substation at Burton Creek. After seventeen (17) years of inaction on the part of the Board of Supervisors, it is time for the Board of Supervisors to act.

**Board of Supervisors Response:** The need for replacing the Burton Creek facility is recognized by the Board of Supervisors as evidenced by this project's inclusion in the County's Capital Improvement Projects list. As stated in the Board's response to similar recommendations by previous Grand Juries, replacement of the Burton Creek facility is contingent upon many factors including securing available funding, identification and development of a suitable building site, and completing CEQA (California Environmental Quality Act) review.

The current Burton Creek facility is a comprehensive justice center including a Sheriff's substation, jail, district attorney office space and a courtroom. This co-location of law enforcement and judicial services is operationally similar to the justice campus design of the Santucci Justice Center. Co-location of these services is optimal for constituents and also allows for operational efficiencies between the Courts and the Sheriff's Office. The Board, in its previous response to the Grand Jury on August 24, 2010 reported that the AOC notified the County that a feasibility study for a new Tahoe Courthouse was approved by the State Public Works Board, the State Department of Finance and the Joint Legislative Budget Committee. The AOC anticipated that this study would identify a new site for the courts.

On October 15, 2010 the AOC notified the County they were given approval to proceed with site acquisition and preliminary planning to construct a new courthouse in the Tahoe area to be funded by the AOC. However, the County was recently notified by the Courts that the \$26 million project is being reviewed by the Judicial Council of California and may be removed from the approved funding list due to lack of funding for their statewide courthouse construction program. The County and the Courts will reconvene to explore other options and funding strategies if the courthouse project is removed from the approved funding list.

The Board of Supervisors remains committed to replacing the Burton Creek facility and to doing so in a responsible manner given the impact of the economic recession on the limited resources available to the County.

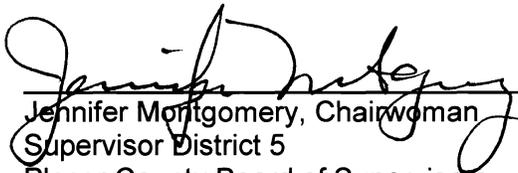
5. The Sheriff should study the possibility of savings which could be realized by additional storage space for non-perishable foods bought in bulk.

**Board of Supervisors Response:** The recommendation for a study into possible savings that could be realized for Correctional Food Services through volume purchasing occurred several years ago as part of the planning and design of SPACF. The new kitchen was designed and built with larger storage areas for dry, refrigerated and frozen food stores to facilitate bulk purchases, thus eliminating the need for expanding storage at the Auburn facility. The Auburn kitchen will be reconfigured as a “re-heating” facility in the near future. The Correctional Food Service operation is anticipated to transition to SPACF in October 2012.

The Board would like to thank the 2011-12 Grand Jury for their report, and appreciates their work on the annual inspection of the County’s holding facilities.

Sincerely,

COUNTY OF PLACER

  
\_\_\_\_\_  
Jennifer Montgomery, Chairwoman  
Supervisor District 5  
Placer County Board of Supervisors

cc: Alan V. Pineschi, Presiding Judge of the Superior Court  
David Boesch, County Executive Officer, County of Placer  
Edward N. Bonner, Sheriff  
Jim Durfee, Director, Department of Facilities  
Roseville City Council  
Rocklin City Council  
John Ruffcorn, Chief of Police  
Auburn City Council  
Paul Shelgren, Chief of Police  
Lincoln City Council



## COUNTY OF PLACER

## OFFICE OF COUNTY EXECUTIVE

David Boesch, County Executive Officer

### BOARD MEMBERS

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TELEPHONE: 530/889-4030  
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www.placer.ca.gov

September 21, 2012

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NOV 01 2012

Honorable Judge Alan Pineschi  
10820 Justice Center Drive  
Roseville, CA 95678

Placer County Grand Jury

**Re: 2011-12 Grand Jury Final Report – *Annual Inspections of the Holding Facilities in Placer County***

Dear Honorable Judge Pineschi,

This letter is in response to the 2011-2012 Grand Jury's Findings & Recommendations from the report titled *Annual Inspections of the Holding Facilities in Placer County*. The County Executive would like to thank the members of the 2011-12 Grand Jury for their efforts in their annual inspection of the Placer County holding facilities and for providing their findings for our response.

### Findings of the Grand Jury

3. Auburn Historic Courthouse Holding Facility - The "blind spot" in the hallway between the control room and the holding cell prevents corrections personnel from observing inmates and represents a safety issue for both corrections personnel and inmates.

**County Executive Response:** The County Executive agrees with this finding.

4. Sheriff's Office Tahoe Substation at Burton Creek, Tahoe City – Based on a 17-year history of inactions and a clear and well documented lack of progress, there seems to be a lack of motivation on the part of Placer County officials, at all levels, to replace this facility.

**County Executive Response:** The County Executive disagrees with this finding. The need to replace the Burton Creek facility is recognized by all Placer County officials. The Grand Jury citing a "lack of motivation" on the part of Placer County officials as the main delay in replacing the facility is inaccurate. The County Executive Office, Facilities Services and Placer Superior Court officials continue to explore opportunities for a new Tahoe facility.

- There is a potential cost savings at the Auburn jail if sufficient storage could be arranged to allow for volume purchasing.

**County Executive Response:** The County Executive agrees with this finding. Volume purchasing cost savings opportunities were designed into the new kitchen at the South Placer Adult Correctional Facility (SPACF). Accordingly, the Board of Supervisors authorized the Probation Department to transition Correctional Food Services production to SPACF, which is anticipated to occur in October 2012.

### **Recommendations of the Grand Jury**

3. The Placer County Sheriff coordinates with the Administrative Office of the Courts to install a convex mirror in the holding facility at the end of the hallway between the control room and the holding cells at the Auburn Historical Courthouse Court Holding Facility.

**County Executive Response:**

The State of California Administrative Office of the Courts (AOC), rather than Placer County, is responsible for initiating maintenance and repair of Court facilities. The Placer County Sheriff's Office reported to the Grand Jury that on July 9, 2012, the recommended installation of a convex mirror in the hallway at the Auburn Historical Courthouse was completed.

4. The Placer County Board of Supervisors should replace the Sheriff's Substation at Burton Creek. After seventeen (17) years of inaction on the part of the Board of Supervisors, it is time for the Board of Supervisors to act.

**County Executive Response:** The need for replacing the Burton Creek facility is recognized by the Board of Supervisors and is evidenced by this project's inclusion in the County's Capital Improvement Projects list. As stated in the responses to similar recommendations by previous Grand Juries, replacement of the Burton Creek facility is contingent upon many factors including securing available funding, identification and development of a suitable building site, and completing CEQA (California Environmental Quality Act) review.

The current Burton Creek facility is a comprehensive justice center including a Sheriff's sub-station, jail, district attorney office space and a courtroom. This co-location of law enforcement and judicial services is operationally similar to the justice campus design of the recently constructed Santucci Justice Center. A co-located project remains the preferred model for replacing the Burton Creek facility given the efficiencies created for constituents and for justice system operations. Responses to previous Grand Jury findings noted that on August 24, 2010 the County was notified by the AOC that a feasibility study for a new Lake Tahoe Courthouse was approved by the State Public Works Board, the State Department of Finance and the Joint Legislative Budget Committee. The AOC anticipated that this study would identify a new site for relocating the court. On October 15, 2010 the AOC notified the County they were given approval to proceed with site acquisition and preliminary planning to construct a new courthouse in the Tahoe area to be funded by the AOC, anticipated to save the County \$10 to 15M in project costs.

However, the County was recently notified by the Courts that the \$26 million project is under review by the Judicial Council of California and that it may be removed from the approved funding list due to lack of funding for their statewide courthouse construction program. The County and the Courts will reconvene to explore other options and funding strategies if the courthouse project is removed from the approved funding list.

Placer County Officials remain committed to replacing the Burton Creek facility and to doing so in a responsible manner given the impact of the economic recession on the limited resources available to the County.

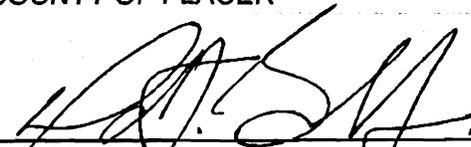
5. The Sheriff should study the possibility of savings which could be realized by additional storage space for non-perishable foods bought in bulk.

**County Executive Response:** The recommendation for a study into possible savings that could be realized for Correctional Food Services through volume purchasing occurred several years ago as part of the planning and design of SPACF. The new kitchen was designed and built with larger storage areas for dry, refrigerated and frozen food stores to facilitate bulk purchases, thus eliminating the need for expanding storage at the Auburn facility. The Auburn kitchen will be reconfigured as a "re-heating" facility in the near future as Correctional Food Service operations transition to SPACF.

The County Executive would like to thank the 2011-12 Grand Jury for their report, and appreciates their work on the annual inspection of the County's holding facilities.

Sincerely,

COUNTY OF PLACER



---

David Boesch,  
Placer County Executive Officer

cc: Grand Jury Foreperson  
Edward N. Bonner, Sheriff  
Jim Durfee, Director, Department of Facilities  
Roseville City Council  
Rocklin City Council  
John Ruffcorn, Chief of Police  
Auburn City Council  
Paul Shelgren, Chief of Police  
Lincoln City Council



**COUNTY OF PLACER  
FACILITY SERVICES DEPARTMENT**

Phone 530-886-4900 Fax 530-889-6809  
www.placer.ca.gov

JAMES DURFEE, DIRECTOR  
MARY DIETRICH, ASSISTANT DIRECTOR  
VALERIE BAYNE, ADMIN. SVS. MANAGER  
JOEL SWIFT, DEPUTY DIRECTOR  
MARK RIDEOUT, DEPUTY DIRECTOR  
BILL ZIMMERMAN, DEPUTY DIRECTOR

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September 21, 2012

Placer County Grand Jury  
John Wilhelm, Foreman  
11490 C Avenue  
Auburn, CA 95603

Placer County Grand Jury

**Re: 2011-2012 Grand Jury Final Report  
Annual Inspection of Holding Facilities in Placer County**

Dear Mr. Wilhelm,

The Placer County Department of Facility Services appreciates this opportunity to respond to the Grand Jury's 2011-2012 Report concerning the annual inspection of Holding Facilities in Placer County. Facility Services respectfully submits this letter in reply to the Findings and Recommendations identified for our response in the Grand Jury report dated June 26, 2012.

**FINDINGS OF THE GRAND JURY**

**F3 Auburn Historic Courthouse Holding Facility. The "blind spot" in the hallway between the control room and the holding cell prevents corrections personnel from observing inmates and represents a safety issue for both corrections personnel and inmates.**

Facility Services' Response: The Department of Facility Services agrees with this Finding.

**F4 Sheriff's Office Tahoe Substation at Burton Creek, Tahoe City. Based on a 17 year history of inaction and a clear and well documented lack of progress, there seems to be a lack of motivation on the part of Placer County officials, at all levels, to replace this facility. With a staff of 42 officers and/or employees, it is clear the Sheriff's Substation at Burton Creek has a meaningful compliment of personnel, and an adequate facility is required. The Board of Supervisors intransigence with regard to building a new facility indicates neglect.**

11476 C Avenue Auburn CA 95603  
Entrance at 2855 2nd Street

Administration – Building Maintenance – Capital Improvements – Museums – Parks  
Property Management – Environmental Engineering - Utilities

**The County's current position, as stated in the CEO's response dated June 15, 2011, is to simply wait for the AOC to move on this issue and to hope the AOC will consider Placer County's needs. This approach is not acceptable. The county has simply replaced its previous excuse for not moving on the Burton Creek issue – money – with a new excuse – bureaucracy.**

**Failure to take an active approach to acquiring a new facility is both administratively and operationally negligent and displays a level of nonfeasance among county leadership.**

Facility Services' Response: The Department of Facility Services disagrees with the findings related to the Burton Creek facility that suggest the Board of Supervisors' negligence and failure to act. Since the economic down turn over the last 5 years, Property Tax, the County's largest discretionary revenue source and a key revenue to support General Fund capital projects, has declined by \$16.4 million. During these years the Board of Supervisors has had the difficult challenge to prioritize funding for its core services. In spite of this, the Board has remained committed to funding capital projects including the new South Placer Adult Correctional Facility and has acknowledged that the Burton Creek facility is in need of replacement. Until full funding is available and allocated, the Department of Facility Services will continue to assist in the maintaining this building so that it remains a safe and functional facility.

Facility Services disagrees with the assertion that the County is just waiting for the AOC to act. The County of Placer is responsible for replacement of the existing court facility that is also located at the Burton Creek facility. As noted in the 2010-2011 Grand Jury response, the AOC received approval by the State Public Works Board to acquire a new site to relocate the court and anticipated funding approvals for subsequent construction. A State constructed and funded court facility in Lake Tahoe would save the County at least \$10 to \$15 million in project costs and the State's construction of this project would relieve the County of the responsibility for replacement of this courtroom. As co-location of judicial services and law enforcement operations is the most efficient and cost effective service model for both the citizens of Placer County and the employees of both operations, participation with the AOC to identify a suitable site was deemed by our Department to be in the County's best interest and a means to further a project to replace the Burton Creek facility.

**F5 Placer County Jail – Auburn. There is a potential cost savings at the Auburn jail if sufficient storage could be arranged to allow for volume purchasing.**

Facility Services' Response: The Department of Facility Services partially agrees with this Finding. Potential cost saving from volume purchases should be pursued by accommodating adequate storage for this type of purchase; however the best

opportunity for this is at the new kitchen at the South Placer Adult Correctional Facility, not the Auburn Jail kitchen.

**RECOMMENDATIONS OF THE GRAND JURY**

**R3 The Placer County Sheriff coordinates with the Administrative Office of the Courts to install a convex mirror in the holding facility at the end of the hallway between the control room and the holding cells at the Auburn Historical Courthouse Court Holding Facility.**

Facility Services' Response: This Recommendation has been implemented. Pursuant to transfer agreements and a Memorandum of Understanding between the County of Placer and the Administrative Office of the Courts (AOC), is responsible for notification to the County of maintenance requirements in their use areas. A Service Request was submitted by the AOC to Facility Services on July 2, 2012 to install a mirror bubble on the second floor hallway to allow deputies to have a better view of the hallway and surrounding areas. This Service Request was completed and subsequently closed out on July 10, 2012.

**R4 The Placer County Board of Supervisors should replace the Sheriff's Substation at Burton Creek. After seventeen (17) years of inaction on the part of the Board of Supervisors, it is time for the Board of Supervisors to act.**

**The Placer County Board of Supervisors should either:**

**1. Actively seek a written agreement with the AOC on the co-location of these services in consideration of the potential monetary savings and convenience realized if a multi-use, co-located facility can be arranged.**

**or**

**2. Make it a priority to develop and execute a unilateral plan of action for the replacement of the current facility with a stand-alone Sheriff's Office Substation facility.**

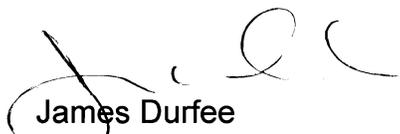
Facility Services' Response: Recommendation No. 1 above cannot be implemented at this time. The AOC site selection process did not identify a suitable location that would comply with State requirements and accommodate co-location. Furthermore, the Courts were recently notified that funding for their project may be indefinitely delayed due to a lack of funding for their statewide courthouse construction program.

Facility Services does not have the authority to set priorities and allocate funding for capital projects and therefore defers to the Board of Supervisors' response on Recommendation No. 2. It should be noted that if the Judicial Council of California does not allocate funding for the Tahoe Court Project, a County project must include a replacement court in addition to the County's public safety operations.

**R5 The Sheriff should study the possibility of savings which could be realized by additional storage space for non-perishable foods bought in bulk.**

Facility Services' Response: During the planning and design of the South Placer Adult Correctional Facility, Facility Services participated in studies which resulted in construction of a new kitchen facility with more storage area to accommodate bulk purchases. As the kitchen at the Auburn Jail will be modified to a re-heating facility, modifications for additional storage at this facility should not be necessary.

Respectfully submitted,



James Durfee  
Director of Facility Services

Cc: Alan V. Pineschi, Presiding Judge of the Superior Court  
David Boesch, County Executive Officer  
Holly Heinzen, Chief Assistant County Executive Officer

Placer County  
2011-2012 Grand Jury  
Recommendation Responses

**Juvenile Detention Facility**

(Pages 50-54, 2011-2012 Final Report)

Respondents:

Marshall Hopper, Chief Probation Officer, Placer County Probation Department

Placer County Board of Supervisors

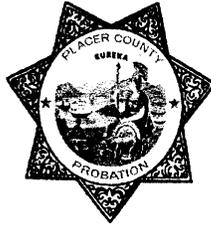
Jim Durfee, Director of Placer County Department of Facility Services



**Marshall Hopper**  
Chief Probation Officer

**David McManus**  
Assistant Chief Probation Officer

**Auburn Justice Center**  
2929 Richardson Drive, Suite B  
Auburn, CA 95603  
(530) 889-7900  
(530) 889-7950 (fax)



**Santucci Justice Center**  
10810 Justice Center Dr.  
Suite 170, Roseville, CA 95678  
(916) 543-7400  
(916) 543-7472 (fax)

**Juvenile Detention Facility**  
11260 "B" Avenue  
Auburn, CA 95603  
(530) 886-4850  
(530) 886-4588 (fax)

## COUNTY OF PLACER

## PROBATION DEPARTMENT

September 4, 2012

The Honorable Alan V. Pineschi  
Presiding Judge of the Superior Court  
County of Placer  
P.O. Box 619072  
Roseville, CA 95661

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Placer County Grand Jury

### Re: Response to the 2011-2012 Grand Jury Final Report

Dear Judge Pineschi,

I would like to thank the 2011-2012 Grand Jury for their continued efforts with the annual inspection of the Placer County Juvenile Detention Facility (JDF). I have thoroughly reviewed the final report, findings and recommendations of the Grand Jury and have submitted my responses below.

### Report Title: Annual Inspection of the Placer County Juvenile Detention Facility

#### FINDINGS

I agree with the finding, numbered F1 and respectfully disagree with the finding numbered F3.

- **F1.** The Grand Jury found the facility to be clean, organized, and well maintained with the exception of graffiti on the floors of the minors' cells, which was quite extensive.
- **F3.** The lack of the Grand Jury's ability to review Serious Incident and Grievance Reports is a serious barrier to our mandated investigation.

**Response:** I understand the Grand Jury's role to inspect the Juvenile Detention Facility. However, access to the Juvenile Detention Facility Incident reports by the Grand Jury is not authorized by law under the provisions of Welfare and Institution Code Section 827 and associated case law. In addition to the annual Grand Jury inspection, there are seven additional mandated annual inspections by other entities which are designed to ensure the welfare, safety and security of minors and employees working in the facility. Annual inspections are conducted by the Placer County Office of Education, Public Health, the Juvenile Justice/Delinquency Prevention Commission, the County Safety Officer, and the Presiding Juvenile Court Judge. Bi-annual inspections are conducted by the Board of State and Community Corrections (formerly CSA) and the State Fire Marshal. The Presiding Juvenile Court Judge, the Juvenile Justice/Delinquency Prevention Commission and the Board of State and Community Corrections have access to juvenile records while conducting their mandated facility inspections.

## RECOMMENDATIONS

- **R1.** The Grand Jury recommends painting over the graffiti quarterly instead of annually.

**Response:** Recommendation R1 is currently being implemented and will be fully executed in the future.

Efforts to remove graffiti were reduced over the past few years for cost-containment purposes. However, the Juvenile Detention Facility floors are presently in the process of being repaired and repainted, one unit at a time. The repairs in the maximum security unit will be more time consuming in order to maintain the safety and security of the facility. The department has implemented a procedure for daily room inspections to include staff notations of new graffiti, holding minors accountable, with the minors required to participate in the removal and restoration process. This process will ensure that graffiti repairs are completed within the recommended quarterly time frame. The repainting of the floors is estimated to be completed by November 1, 2012.

- **R3.** The Board of Supervisors and Chief Probation Officer seek to amend WIC § 827 to include the Grand Jury.
- **Response:** Recommendation R3 requires further analysis.

In order to analyze the recommendation to seek amendments to Welfare and Institution Code Section 827 to include the Grand Jury, it will be necessary to discuss this recommendation with the members of the Placer County Criminal Justice Policy Committee and the Placer County SMART Policy Committee prior to introducing this recommendation to the County 2013 Legislative Platform.

This addresses all of the required responses from the Probation Department. Again, I would like to express appreciation for the Grand Jury's steadfast effort in inspecting our Juvenile Detention Facility and we recognize the value that the Grand Jury brings to the citizens of Placer County.

Sincerely,



Marshall C. Hopper  
Chief Probation Officer

cc: Placer County Grand Jury  
Placer County Board of Supervisors  
David Boesch, County Executive Officer, Placer County

# County of Placer Board of Supervisors

175 FULWEILER AVENUE  
AUBURN, CALIFORNIA 95603  
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JACK DURAN  
District 1

ROBERT M. WEYGANDT  
District 2

JIM HOLMES  
District 3

KIRK UHLER  
District 4

JENNIFER MONTGOMERY  
District 5



August 21, 2012

John Wilhelm, Foreperson  
Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

RECEIVED

Placer County Grand Jury

## **Re: 2011-12 Grand Jury Final Report – Annual Inspection of the Placer County Juvenile Detention Facility**

Dear Mr. Wilhelm,

This letter is in response to the 2011-2012 Grand Jury's Findings & Recommendations from the report titled *Annual Inspection of the Placer County Juvenile Detention Facility*. The Placer County Board of Supervisors would like to thank the members of the 2011-12 Grand Jury for their efforts in their annual inspection of the Juvenile Detention Facility and for providing your findings for our response.

### **Findings of the Grand Jury**

1. The Grand Jury found the facility to be clean, organized, and well maintained with the exception of graffiti on the floors of the minors' cells, which was quite extensive.

**Board of Supervisors Response:** The Board of Supervisors is very pleased with the Probation Department's management and oversight of the County's Juvenile Detention facility and concurs that the facility is clean, organized and well-maintained. Marshall Hopper, Chief Probation Officer, explained that graffiti abatement was reduced over the past few years for cost-containment purposes. Chief Hopper also reports that the floors of the Detention Facility are being repainted and that daily room inspection procedures will now include staff notation of new graffiti with minors being required to participate in the abatement and restoration process.

2. The Grand Jury is unable to secure the Serious Incident and Grievance Reports since they relate to minors. This inhibited our investigation and leaves open the question of grievances minor inmates may have.

**Board of Supervisors Response:** The Board of Supervisors partially disagrees with this finding, to the extent it implies that the Grand Jury should have access to such records without obtaining a court order. Existing case law has settled the question of Grand Jury access to Juvenile Detention Facility Incident reports in California. Access to such reports, which are considered to be juvenile records within Welfare and Institution Code Section 827, is limited to certain enumerated entities, and does not include the Grand Jury. As a result, the current statutes prohibit the Probation Department from releasing these files to the Grand Jury absent a court order.

3. The lack of the Grand Jury's ability to review Serious Incident and Grievance Reports is a serious barrier to our mandated investigation.

E-mail: [bos@placer.ca.gov](mailto:bos@placer.ca.gov) — Web: [www.placer.ca.gov/bos](http://www.placer.ca.gov/bos)

**Board of Supervisors Response:** The Board of Supervisors respectfully disagrees with this finding. Access to juvenile records requires specific statutory authorization or a court order. Grand Jury investigations must be conducted in compliance with statutory requirements. Prior Grand Juries have been able to conduct such investigations without reviewing confidential records absent a court order.

**Recommendations of the Grand Jury**

2. The Grand Jury recommends that the Juvenile Justice/Delinquency Prevention Commission be made aware of the Grand Jury's mandate to investigate, and that they provide a summary of incidents and grievances dealing with the juvenile Delinquency Facility, as appropriate.

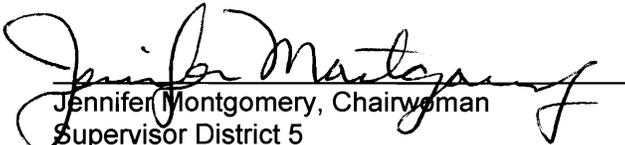
**Board of Supervisors Response:** The Board of Supervisors respectfully declines to implement this recommendation as it is not warranted. The Grand Jury and the Juvenile Justice/Delinquency Prevention Commission have differing areas of responsibility in their respective roles of County oversight, the Grand Jury under Penal Code Sections 919(b), 921, and the Juvenile Justice Commission under Welfare and Institutions Code Section 229. Furthermore, and to the extent that this recommendation would require disclosure of information contained in juvenile files, the County would be unable to comply with this recommendation.

3. The Board of Supervisors and Chief Probation Officer seek to amend WIC § 827 to include the Grand Jury.

**Board of Supervisors Response:** The recommendation requires further analysis. Statutory authorization to review juvenile records is a matter on which various interest groups may have varying opinions. Prior to proceeding with the recommendation, the Board of Supervisors would seek the views of various involved departments including the Department of Health and Human Services, the District Attorney, and the Probation Department, along with that of the Juvenile Justice Commission, in order to determine whether to include this matter in the legislative platform of the County. The matter can be reviewed as a part of the preparation of the County's 2013 Legislative Platform beginning in October.

Sincerely,

COUNTY OF PLACER

  
Jennifer Montgomery, Chairwoman  
Supervisor District 5  
Placer County Board of Supervisors

cc: Alan V. Pineschi, Presiding Judge of the Superior Court  
David Boesch, County Executive Officer, County of Placer  
Marshall Hopper, Chief Probation Officer  
Jim Durfee, Director, Department of Facilities  
Jeffery Cann, Superintendent, Placer County Juvenile Detention Center  
Sam Stodolski, Chair, Juvenile Justice/Delinquency Prevention  
Gayle Garbolino-Mojica, County Superintendent of Schools, Placer County Office of Education



**COUNTY OF PLACER  
FACILITY SERVICES DEPARTMENT**

Phone 530-886-4900 Fax 530-889-6809

www.placer.ca.gov

JAMES DURFEE, DIRECTOR  
MARY DIETRICH, ASSISTANT DIRECTOR  
VALERIE BAYNE, ADMIN. SVS. MANAGER  
JOEL SWIFT, DEPUTY DIRECTOR  
MARK RIDEOUT, DEPUTY DIRECTOR  
BILL ZIMMERMAN, DEPUTY DIRECTOR

September 21, 2012

RECEIVED

Placer County Grand Jury  
John Wilhelm, Foreman  
11490 C Avenue  
Auburn, CA 95603

Placer County Grand Jury

**Re: 2011-2012 Grand Jury Final Report  
Annual Inspection of the Placer County Juvenile Detention Facility**

Dear Mr. Wilhelm,

The Placer County Department of Facility Services appreciates this opportunity to respond to the Grand Jury's 2011-2012 Report concerning the annual inspection of Placer County's Juvenile Detention Facility. Facility Services respectfully submits this letter in response to the Recommendations identified for our response in the Grand Jury report dated June 26, 2012.

**FINDINGS OF THE GRAND JURY**

**F1 The Grand Jury found the facility to be clean, organized, and well maintained with the exception of graffiti on the floor of the minors' cells, which was quite extensive.**

Facility Services' Response: The Department of Facility Services agrees the Finding that graffiti was present on the floor of the minors' cells.

**RECOMMENDATIONS OF THE GRAND JURY**

**R1 The Grand Jury recommends painting over the graffiti quarterly instead of annually.**

11476 C Avenue Auburn CA 95603  
Entrance at 2855 2nd Street

Administration – Building Maintenance – Capital Improvements – Museums – Parks  
Property Management – Environmental Engineering - Utilities

Facility Services' Response: This Recommendation requires further analysis. The Department of Facility Services responds to Probation Department requests for painting of the cell floors based upon a frequency determined by the Probation Department. Probation identifies the need for repainting based on quantity and type of graffiti and availability of cells. There is no specific schedule for repainting floors and the Department of Facility Services will repaint the floors when directed. Active cells are in the process of being repainted, with completion anticipated by end of September 2012.

Respectfully submitted,



James Durfee  
Director of Facility Services

Cc: Alan V. Pineschi, Presiding Judge of the Superior Court  
David Boesch, County Executive Officer  
Holly Heinzen, Chief Assistant County Executive Officer  
Marshall Hopper, Chief Probation Officer

Placer County  
2011-2012 Grand Jury  
Recommendation Responses

**Veterans Today and Tomorrow**

(Pages 55-59, 2011-2012 Final Report)

Respondent:

Placer County Board of Supervisors



# County of Placer Board of Supervisors

175 FULWEILER AVENUE  
AUBURN, CALIFORNIA 95603  
530/889-4010 • FAX: 530/889-4009  
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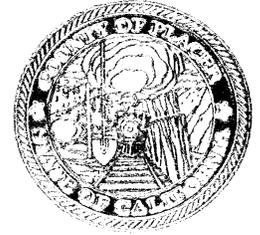
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JENNIFER MONTGOMERY  
District 5



September 25, 2012

RECEIVED

John Wilhelm, Foreperson  
Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

Placer County Grand Jury

## **Re: 2011-12 Grand Jury Final Report – *Taking Care of Placer County Veterans Today and Tomorrow***

Dear Mr. Wilhelm,

This letter is in response to the 2011-2012 Grand Jury's Findings & Recommendations from the report titled *Taking Care of Placer County Veterans Today and Tomorrow*. The Placer County Board of Supervisors would like to thank the members of the 2011-12 Grand Jury for their efforts in investigating the operations of the Veterans Service Office (VSO) and for providing your findings for our response.

### **Findings of the Grand Jury**

1. The Placer County VSO is a highly productive yet modestly funded and staffed office. If "bang for the buck" is the measure of success for public agencies the Placer County VSO speaks for Placer County Veterans like a battery of howitzers.

**Board of Supervisors Response:** The Board of Supervisors agrees that the Placer County VSO has been, and continues to be, a highly productive, yet modestly staffed office.

### **Recommendations of the Grand Jury**

1. That in anticipation of a significant increase in the number of returning veterans, the Board of Supervisors should give special attention to this small yet exceedingly productive part of county government and increase both staffing and budget for the VSO, not forgetting that "A Veteran is someone who at one point in his life wrote a blank check made payable to "The US" for an amount of 'up to and including my life.'"

**Board of Supervisors Response:** Although the Veteran's Service Office is a State funding responsibility, Counties provide the direct services for its local Veterans. In support of Veterans Services, the Board of Supervisors provided 79% of the total program funding in FY 2010-11 with County General Funds, which has increased from \$381,554 in FY 2011-12 to \$384,420 in FY 2012-13. The County Executive Office will work with the new Veterans Services Officer, once hired, to review administrative support and other needs within the office to ensure that timely

services for the County's Veterans are maintained. As the State transitions to its new performance based funding methodology, it is anticipated that Placer County will receive increased levels of State funding to further meet the needs of our local Veterans.

The Board of Supervisors appreciates the work of the 2011-12 Placer County Grand Jury in their review of Veterans Service Office.

Sincerely,

COUNTY OF PLACER



Jennifer Montgomery, Chairwoman  
Supervisor District 5  
Placer County Board of Supervisors

cc: Alan V. Pineschi, Presiding Judge of the Superior Court  
David Boesch, County Executive Officer, County of Placer  
Rick Buckman, Veterans Service Officer

Placer County  
2011-2012 Grand Jury  
Recommendation Responses

**Family and Children Services**

(Pages 60-67, 2011-2012 Final Report)

Respondents:

Placer County Board of Supervisors  
Holly Heinzen, Interim County Executive Officer  
Director Richard J Burton, MD., MPH, Placer County Health and Human Services Department



# County of Placer Board of Supervisors

175 FULWEILER AVENUE  
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District 1

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District 2

JIM HOLMES  
District 3

KIRK UHLER  
District 4

JENNIFER MONTGOMERY  
District 5



September 25, 2012

RECEIVED

John Wilhelm, Foreperson  
Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

Placer County Grand Jury

## **Re: 2011-12 Grand Jury Final Report – *Placer County Family and Children's Services: A Tough Job in Tough Times***

Dear Mr. Wilhelm,

This letter is in response to the 2011-2012 Grand Jury's Findings & Recommendations from the report titled *Placer County Family and Children's Services: A Tough Job in Tough Times*. The Placer County Board of Supervisors would like to thank the members of the 2011-12 Grand Jury for their efforts in reviewing the operations of the Children's Welfare Services (CWS) within the Children's System of Care (CSOC) Division of Health and Human Services (HHS) and for providing your findings for our response.

### **Findings of the Grand Jury**

1. Personnel cuts for budgetary reasons have created heavier workloads for caseworkers and management, with a resultant decrease in response statistics for the 4<sup>th</sup> quarter of 2011.

**Board of Supervisors Response:** The Board of Supervisors partially disagrees with this finding. The Board agrees that the State has historically failed to provide adequate funding for Child Welfare Services. However, given the importance of this program in protecting the children of Placer County, the Board has consistently maintained or increased annual County General Fund support for Child Welfare since 2006. Regarding response statistics, HHS reports that nearly 90% of children who are evaluated and found to be at no immediate risk have their investigations initiated within the state standard of ten days. The Department further reports that 94% of children evaluated as benefitting from an immediate investigation have an investigation by Child Welfare within 24 hours, which exceeds the State recommended standard of 90%.

2. The integrated program creates greater ability for agencies to communicate between agency programs to provide a more seamless approach to addressing the needs of families and children. The Grand Jury has a concern that cross-program supervision might make it more difficult for caseworkers to receive appropriate support from management.

**Board of Supervisors Response:** The Board of Supervisors respectfully disagrees with this finding. Supervisors working in the Family and Children's Emergency Response area exceed all State requirements for supervisory competency training and have received additional training in children's mental health diagnosis and crisis response. In addition, some supervisors hold clinical licensure, which exceeds State supervisory competency requirements. The cross-program supervision model is a component of the Placer Blended Services model that has received Federal and State recognition for its client-centered focus and its level of results.

3. Placer County children in foster care are placed in out-of-county facilities because there are not enough facilities with the county. This makes it difficult for families to work toward reunification.

**Board of Supervisors Response:** The Board of Supervisors respectfully disagrees with this finding. Placer County consistently seeks to identify the most appropriate placement setting when it becomes necessary to place a youth outside of their homes. A number of factors are considered when seeking a placement setting to ensure the needs of the youth can best be addressed. Ideally the youth is placed as close to their home and to their parents as possible in order to facilitate reunification. However, placement with extended family members is typically preferable over placing a youth in foster care, and sometimes these family members live in neighboring counties. Placer County currently has fewer youth placed in foster or group home care than it has had in many years.

### **Recommendations of the Grand Jury**

1. County officials at all levels should immediately seek budgetary resources to increase personnel, and significantly reduce resultant caseloads.

**Board of Supervisors Response:** This Recommendation is being implemented. In Fiscal Year 2012-13 the State acknowledged its history of inadequate funding for Child Welfare Services and began to restore funding cuts from previous years. This increase in State funding, along with the ongoing General Fund support by the Board of Supervisors, will allow CSOC to fund an additional 14 staff. Six of these positions have already been filled and the remaining 8 positions are in various stages of the hiring process. This staffing augmentation combined with the on-going child abuse prevention work done by CSOC and its community partners will further enhance response and investigation timelines.

3. Board of Supervisors needs to increase funds for identifying and licensing more foster care providers within Placer County.

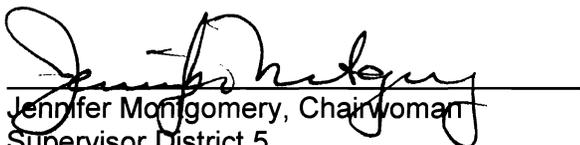
**Board of Supervisors Response:** This Recommendation will not be implemented as funding for foster home or group home recruitment is a State responsibility. The number of facilities that exist within Placer County is a function of community interest and State licensing practices. However, CSOC has recently undertaken a number of program redesigns, and has recently been able to expand its foster home placement capacity with 15 new families within Placer County.

John Wilhelm, Foreperson  
2011-12 Grand Jury Report- Placer County Family and Children's Services  
September 25, 2012  
Page 3

The Board of Supervisors appreciates the work of the 2011-12 Placer County Grand Jury in their review of Children's Welfare Services in the Children's System of Care Division of the Placer County's Health and Human Services Department.

Sincerely,

COUNTY OF PLACER

  
Jennifer Montgomery, Chairwoman  
Supervisor District 5  
Placer County Board of Supervisors

cc: Alan V. Pineschi, Presiding Judge of the Superior Court  
David Boesch, County Executive Officer, County of Placer  
Dr. Richard J. Burton, Director, Health and Human Services Department



## COUNTY OF PLACER

### BOARD MEMBERS

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## OFFICE OF COUNTY EXECUTIVE

David Boesch, County Executive Officer

175 FULWEILER AVENUE / AUBURN, CALIFORNIA 95603  
TELEPHONE: 530/889-4030  
FAX: 530/889-4023  
www.placer.ca.gov

September 21, 2012

John Wilhelm, Foreperson  
Placer County Grand Jury  
11490 C Avenue  
Auburn, CA 95603

RECEIVED

Placer County Grand Jury

### **Re: 2011-12 Grand Jury Final Report – *Placer County Family and Children's Services: A Tough Job in Tough Times***

Dear Mr. Wilhelm,

This letter is in response to the 2011-2012 Grand Jury's Findings & Recommendations from the report titled *Placer County Family and Children's Services: A Tough Job in Tough Times*. The Placer County Executive would like to thank the members of the 2011-12 Grand Jury for their efforts in reviewing the operations of the Children's Welfare Services (CWS) within the Children's System of Care (CSOC) Division of Health and Human Services (HHS) and for providing your findings for our response.

### **Findings of the Grand Jury**

1. Personnel cuts for budgetary reasons have created heavier workloads for caseworkers and management, with a resultant decrease in response statistics for the 4<sup>th</sup> quarter of 2011.

**County Executive Response:** The County Executive disagrees with this finding. The State has historically failed to provide adequate funding for Child Welfare Services. However, given the importance of this program in protecting the children of Placer County, the Board of Supervisors has consistently maintained or increased annual County General Fund support for Child Welfare since 2006. Regarding response statistics, HHS performance measures indicate that nearly 90% of children who are evaluated and found to be at no immediate risk have their investigations initiated within the state standard of ten days; and that 94% of children requiring an immediate investigation receive one within 24 hours, which exceeds the State recommended standard of 90%.

2. The integrated program creates greater ability for agencies to communicate between agency programs to provide a more seamless approach to addressing the needs of families and children. The Grand Jury has a concern that cross-program supervision might make it more difficult for caseworkers to receive appropriate support from management.

**County Executive Response:** The County Executive respectfully disagrees with this finding. Supervisors working in the Family and Children's Emergency Response area exceed all State requirements for supervisory competency training and receive additional training, and in some cases licensure, in children's mental health diagnosis and crisis response, which exceeds State requirements. Placer County's Blended Services model, which includes the cross-program supervision model, has received Federal and State recognition for its client-centered focus and its level of results achieved.

3. Placer County children in foster care are placed in out-of-county facilities because there are not enough facilities with the county. This makes it difficult for families to work toward reunification.

**County Executive Response:** The County Executive respectfully disagrees with this finding. Placer County consistently seeks the most appropriate placement setting when it becomes necessary to place youth outside of their homes. Numerous factors are considered when seeking a placement setting to ensure the needs of the youth can best be addressed. Ideally the youth is placed as close to their home and to their parents as possible. However, sometimes youth are placed with extended family members who live in neighboring counties. Placer County currently has fewer youth placed in foster or group home care than it has had in many years.

### **Recommendations of the Grand Jury**

1. County officials at all levels should immediately seek budgetary resources to increase personnel, and significantly reduce resultant caseloads.

**County Executive Response:** This Recommendation is being implemented. In Fiscal Year 2012-13 the State began to partially restore funding cuts implemented in previous years. This increase in State funding, along with the consistent General Fund support by the Board of Supervisors, will result in the hiring of 14 additional staff within CSOC. Six of these positions have already been filled and the remaining 8 positions are in various stages of the hiring process. This staffing augmentation combined with the on-going efforts of CSOC and its community partners will further enhance response and investigation timelines.

3. Board of Supervisors needs to increase funds for identifying and licensing more foster care providers within Placer County.

**County Executive Response:** This Recommendation will not be implemented as funding for foster home or group home recruitment is a State responsibility. The number of foster care facilities that exist within Placer County is a result of community interest and State licensing practices. CSOC has undertaken a number of program redesigns recently which have resulted in adding 15 new families to its foster home placement capacity.

The County Executive appreciates the work of the 2011-12 Placer County Grand Jury in their review of Children's Welfare Services in the Children's System of Care Division of the Placer County's Health and Human Services Department.

Sincerely,

COUNTY OF PLACER

  
\_\_\_\_\_  
David Boesch,  
Placer County Executive Officer

cc: Alan V. Pineschi, Presiding Judge of the Superior Court  
Dr. Richard J. Burton, Director, Health and Human Services Department



**Placer County  
Health and Human Services Department**

**Richard J. Burton, M.D., M.P.H.**  
Health Officer and Department Director

September 17, 2012

The Honorable Alan V. Pineschi  
Presiding Judge of the Superior Court  
County of Placer  
P.O. Box 619072  
Roseville, CA 95661

RECEIVED

Placer County Grand Jury

**Re: Response to the 2011-2012 Final Report**

Dear Judge Pineschi,

I would like to thank the 2011-2012 Grand Jury for their review of the Children's System of Care, Child Protective Services emergency response services. I have thoroughly reviewed the final report, findings and recommendations of the Grand Jury and have submitted my responses below.

**FINDINGS**

**F1 – Personnel cuts for budgetary reasons have created heavier workloads for caseworkers and management, with a resultant decrease in response statistics for the 4<sup>th</sup> quarter of 2011.**

I respectfully partially disagree with the Finding, numbered F1.

**Response:** Health and Human Services (HHS) agrees that the State of California has consistently failed to adequately fund Child Welfare Services. In contrast, Placer County Board of Supervisors has always regarded Child Welfare Services as one of the most important of County Services and consistently maintained or increased County General Fund support for Child Welfare every year since 2006. As a result of Placer's nationally recognized model for multi-disciplinary integrated Child Welfare Services, over 94% of children evaluated as benefitting from an immediate investigation have their situation investigated within 24 hours, much better than the State recommended quality indicator of 90%.

Nearly 90% of children who are evaluated to be at no immediate risk and living in more stable situations have their investigations initiated within the state recommended ten days. In prioritizing available resources to situations in need of immediate investigation versus those that have been determined more stable, the Children's System of Care (CSOC) is exercising the expertise that best protects children and achieves prompt intervention where it is needed most. In the 2012-2013 State Budget Year, the State has acknowledged its long history of inadequate funding of County Child Welfare Services and is gradually restoring funding cuts implemented in previous years.

**F2 – The integrated program creates greater ability for agencies to communicate between agency programs to provide a more seamless approach to addressing the needs of families and children. The Grand Jury has a concern that cross-program supervision might make it more difficult for caseworkers to receive appropriate support from management.**

*Perspective, Hope, and Opportunity*

I respectfully disagree with Finding F2.

**Response:** In order to achieve the nationally precedent setting outcomes that assure sustainable safe and healthy outcomes for children and families in Placer County, it is crucial that individuals with diverse backgrounds in Children's Mental Health, Probation, Substance Abuse Treatment, and Child Abuse Investigations, all be positioned in supervisory roles where they can best enhance services and positively influence service through the use of their expertise and training. Supervisory staff assigned to the Family and Children's Emergency Response area have all received not only State Approved Supervisors Core Training, but have additional knowledge, skills and abilities in children's mental health diagnosis and crisis response, and some possess clinical licensure, a designation which exceeds State mandates for supervisory competency in this area.

**F3 – Placer County children in foster care are placed in out-of-county facilities because there are not enough facilities within the county. This makes it difficult for families to work toward reunification.**

I respectfully partially disagree with Finding F3.

**Response:** While it is private sector interest and State licensure that actually decides what facilities exist within Placer County, ideally, every youth would be placed as close to home as possible. Placer County currently has fewer youth placed in foster or group home care outside of Placer County than in any recent year. While approximately half of all Placer foster children are cared for outside of Placer, this number includes youth who are placed with their extended family or kin, which is a desirable outcome. Distance is a factor considered by all of these parties in making a placement decision. Placement of a child with other family or kin is preferred over foster care. Other family or kin are often found in neighboring counties. Continuing a child in their same school district is also always a priority, and school districts can sometimes cross county lines. The greatest responsibility HHS has however is always identifying the most appropriate setting inside Placer County or outside of Placer County where the needs of the youth can best be addressed. I am pleased to report that Placer CSOC fulfills this responsibility 100% of the time.

## **RECOMMENDATIONS**

**R1 – County officials at all levels should immediately seek budgetary resources to increase personnel, and significantly reduce resultant caseloads.**

**Response:** Recommendation R1 is currently being implemented. This increase in State funding combined with the Board of Supervisors ongoing support with County General Funds has allowed CSOC to fund an additional 14 staff in the 2012-2013 County Budget year. Of these 14 positions, six have already been hired and the remaining eight positions are in the process of being filled. It is anticipated that the additional staff combined with the effective community child abuse prevention work done by CSOC and community partners will result in further enhancement in the timeliness of all investigations.

**R2 – Senior management needs to assure that caseworkers have supervision by those who have experience in their particular program.**

**Response:** Recommendation R2 has already been in place. CSOC is committed to continuing to enhance service delivery through the use of its multi-disciplinary supervisorial model, which in fact, is being used by many across the State and nation to bring much needed reform to Child Welfare. The training each of these supervisors receives is more than sufficient to assure appropriate skill levels to supervise staff from multiple professional backgrounds.

**R3 – Board of Supervisors needs to increase funds for identifying and licensing more foster care providers within Placer County.**

**Response:** Recommendation R3 will not be implemented. While the County Board of Supervisors has an unquestionable commitment to Child Welfare Services, counties are not the mandated source of funding for foster home or group home recruitment. With that said, CSOC consistently utilizes creative ways to use the State and Federal allocations available in order to expand foster home capacity, and recently completed recruitment strategies have yielded an additional 15 potential foster family homes, further enhancing local capacity for placement of minors when needed.

This addresses all of the required responses from the Department of Health and Human Services.

Sincerely,



---

Richard J. Burton, M.D., M.P.H.  
Health Officer and  
Director of Health and Human Services

cc: Placer County Grand Jury  
Placer County Board of Supervisors  
David Boesch, County Executive Officer, Placer County