



Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice-Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

**AGENDA FOR SPECIAL MEETING
AUGUST 25, 2025, TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.

Any public comments made during a Special Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.



REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

As this will be a special meeting public comments will be limited to matters on the agenda only. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

ACTION AGENDA

1. DEPARTMENTAL MATTERS

A. BOARD OF SUPERVISORS

- 1) Approve and authorize Chair to sign an Settlement and Release Agreement between Plumas County Treasurer/Tax Collector Julie White and Lewis Brisbois Bisgaard & Smith in the amount of \$175,000 in exchange for a release of claims; (General Fund Impact); approved as to form by Renne Public Law Group; discussion and possible action.
- 2) Request a budget adjustment to line item 2002052/521901 (County Administration/Litigation) for FY 24/25 in the amount of \$40,000 to cover the un-budgeted expense of litigation; discussion and possible action; **Four/Fifths roll call vote.**
- 3) Approve and authorize supplemental budget transfer for FY 24/25 of \$40,000 from General Fund Use of Fund Balance to 2002052/521901 (County Administration/Litigation) to cover the over-budget costs associated with litigation; approved by Auditor/Controller. **Four/Fifths roll call vote**

2. CLOSED SESSION

- A. Public Employee Appointment Pursuant to Government Code §54957(b) Title: Social Services Director

3. REPORT OF CLOSED SESSION (IF APPLICABLE)

4. ADJOURNMENT

Adjourn meeting to Tuesday, September 2, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kevin Goss, Supervisor - District 2, Chair

MEETING DATE: August 25, 2025

SUBJECT: Approve and authorize Chair to sign an Settlement and Release Agreement between Plumas County Treasurer/Tax Collector Julie White and Lewis Brisbois Bisgaard & Smith in the amount of \$175,000 in exchange for a release of claims; (General Fund Impact); approved as to form by Renne Public Law Group; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign an Settlement and Release Agreement between Plumas County Treasurer/Tax Collector Julie White and Lewis Brisbois Bisgaard & Smith in the amount of \$175,000 in exchange for a release of claims; (General Fund Impact); approved as to form by Renne Public Law Group; discussion and possible action.

Background and Discussion:

See attached Settlement Agreement and Release of Claims.

Action:

Approve and authorize Chair to sign an Settlement and Release Agreement between Plumas County Treasurer/Tax Collector Julie White and Lewis Brisbois Bisgaard & Smith in the amount of \$175,000 in exchange for a release of claims; (General Fund Impact); approved as to form by Renne Public Law Group; discussion and possible action.

Fiscal Impact:

General Fund Impact.

Attachments:

1. Settlement Agreement and Release of Claims

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (“Agreement”) is made and entered into by and between Plumas County Treasurer/Tax Collector Julie White (“White”), Lewis Brisbois Bisgaard & Smith LLP (“Lewis Brisbois”), and the County of Plumas (“County”), a California public entity, referred to collectively herein as the “Parties,” and is made with reference to the following facts:

RECITALS

A. On September 6, 2023, Nancy Selvage, sent a memorandum to White as Treasurer/Tax Collector, making assertions that White as Treasurer/Tax Collector heavily contested and retained separate counsel to oppose. (“Selvage Letter”). The County considers that it later withdrew the Selvage Letter, but separate counsel contended that this was not the case.

B. The facts, assertions and legal positions of the parties are stated in the pleadings and in an Order of the Superior Court for the County of Plumas, issued on November 20, 2024 (“Order”), as a result of an *ex parte* statutory filing by White on May 31, 2024, in her capacity as the elected Treasurer-Tax Collector of Plumas County, pursuant to Government Code section 31000.6 (Case No. CV24-00119), for a determination that a conflict existed as to the Office of County Counsel in representing White in connection with the performance of her duties as Plumas County Treasurer/Tax Collector, further requesting under the statute that separate legal counsel be appointed for White as Plumas County Treasurer/Tax Collector. (Collectively the “Ex Parte Application”).

C. On November 20, 2024, the Superior Court issued a ruling on the Ex Parte Application, holding that the Board of Supervisor’s “denial of White’s application for funding was not for the reason that they believed that County Counsel could represent White. As such § 31000.6 does not afford Petitioner grounds for relief in this action.” The Court further stated, “For these reasons, White is unable to obtain relief pursuant to § 31000.6 and must pursue further relief through traditional mandamus.” A copy of the Order is attached and incorporated herein.

D. Subsequently, White placed Item 2.C.1 on the agenda for the Plumas County Board of Supervisors’ March 18, 2025 regular meeting, requesting the Board of Supervisors’ approval to pay legal fees incurred in the amount of \$265,577.66 “due to the conflict of interest, Brown Act violations, and behavior of County affiliates.” (The “Attorney’s Fees Request”). Collectively, the Selvage Letter, the Ex Parte Application, and the Attorney’s Fees Request shall be referred to as the “Matter.”

E. The County expressly denies any obligations or liability arising from White’s Claims relating to the Matter. Nevertheless, to avoid protracted litigation, including the filing of a mandamus action against the County and to otherwise and further resolve all current disputes between them, the Parties desire to enter into this Agreement to memorialize the full settlement and discharge of all Claims relating to the Matter, as specified in the terms and conditions set forth

below.

NOW, THEREFORE, in consideration of the Recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as set forth below.

1. Responsibilities of the County

1.1. The County shall pay Lewis Brisbois the sum of \$175,000, by check made payable to the firm, three days after the effective date of this Agreement. Said check will be made available to Lewis Brisbois through the normal channels of the Plumas County Auditor-Controller, in full satisfaction of all invoices ("Invoices") presented by Lewis Brisbois to the County to date, subject of White's submission to the Board on March 18, 2025.

1.2 Lewis Brisbois accepts the \$175,000 in full satisfaction of the Invoices.

2. Release and Discharge by White.

2.1 White, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, irrevocably and unconditionally releases, acquits and forever discharges the County, and its affiliates, partners, joint venturers, successors and assigns, and its officers, employees, volunteers, interns, attorneys, agents and insurers, and all persons acting by, through, under or in concert with any of them, individually and jointly ("Released Parties") from all charges, complaints, promises, agreements, controversies, suits, rights, demands, costs, losses, debts, actions, causes of action, claims, judgments, obligations, damages, liabilities and expenses, including any claims for attorneys' fees and costs, of any kind or character whatsoever, known and unknown, suspected, unsuspected, anticipated and unanticipated, which White now has, owns or holds, or claims to have, own or hold, against each or any of the Released Parties on or before the date of execution of this Agreement, arising as a result of the acts or omissions alleged in the Matter ("Claim" or "Claims").

2.2 This release of all known or unknown, suspected or unsuspected, anticipated and unanticipated Claims specifically includes, without limitation:

a. Any Claims or causes of action arising as a result of the acts or omissions alleged in the Matter including, but not limited to, Claims or causes of action based on: the Selvage Letter, which shall be construed to include any matter mentioned in the Selvage Letter, and any issue that came to be in dispute and summarized by the Court in the Order. This includes, but is not limited to the Brown Act; the Public Records Act; federal, state, or local employment discrimination, harassment, or retaliation statutes, laws, regulations or ordinances based on any category protected by law. including without limitation age, sex, gender identity or expression, race, religion, national origin, marital status, sexual orientation, ancestry, parental status, or disability; Claims arising under Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e et seq.), the California Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the Federal Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Family and

Medical Leave Act (29 U.S.C. § 2601), the California Family Rights Act (Gov. Code § 12945.1 et seq.), 42 U.S.C. Section 1981 and Section 1983, the California Constitution, any other federal, state or local constitution, statute, regulation and/or ordinance affecting or relating to the Claims of White; and Claims for attorneys' fees and costs; or

b. Any Claim (i) sounding in tort, specifically including, but not limited to, any torts related to defamation, invasion of privacy, intentional and negligent interference with contract and/or prospective economic advantage, fraud and any misrepresentation, and intentional and negligent infliction of emotional distress; (ii) any breach of contract (expressed or implied); and (iii) any breach of covenant of good faith and fair dealing (express or implied).

2.3 The Claims subject to release under this Agreement do not include any rights that cannot be waived as a matter of law, any rights White has to file or pursue a Claim for workers' compensation or unemployment insurance, or any Claims for breach of this Agreement.

2.4 Though White represents she has no intention of doing so and cannot do so as an elected official, and the County represents it is aware of no information warranting such action in any event, the County as a precautionary recitation agrees that nothing in this Agreement shall be construed as the basis for interfering with White's protected right to file a charge with, or participate in an investigation or proceeding conducted by the California Civil Rights Department or the federal Equal Employment Opportunity Commission (EEOC) that commences an investigation or issues a complaint on White's behalf. White does, however, waive her right to recover any money damages in connection with any existing or subsequent administrative charge filed with the California Civil Rights Department or EEOC.

2.5. As to claims under the federal Age Discrimination in Employment Act (ADEA), White represents and warrants she has no intention of filings claims under the ADEA and cannot do so as an elected official, pursuant to 29 U.S.C. § 630. As such, the Parties agree that the provisions of the Older Workers' Benefit Protection Act do not apply to this Agreement.

3. Release and Discharge by County.

3.1 The County agrees that the Salvage Letter has been and shall be deemed withdrawn and that it will take no further steps or action to re-introduce the Salvage Letter for any purpose.

4. Release and Discharge by Lewis Brisbois.

4.1 Lewis Brisbois agrees that it accepts as full and final payment in satisfaction of all Invoices the sum of \$175,000, and that it will not pursue either the County or White for full payment of the Invoices.

5. Waiver of Unknown Claims/Specific Waiver of Section 1542:

5.1 White and Lewis Brisbois expressly waive and relinquish all rights under Section 1542 of the California Civil Code ("Section 1542"), understanding and acknowledging the significance of such specific waiver. Section 1542 reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

White and Lewis Brisbois understand that Section 1542 give them the right not to release existing Claims of which they are not now aware, unless they voluntarily choose to waive that right. Even though White and Lewis Brisbois are aware of this right, White and Lewis Brisbois hereby voluntarily waive the rights described in Section 1542 and elect to assume all risks for Claims that now exist in their favor, known or unknown, arising from the subject matter of this Agreement.

Accordingly, White and Lewis Brisbois expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all Claims that White and Lewis Brisbois do not know or suspect to exist in their favor as of the Effective Date of this Agreement arising as a result of the acts or omissions alleged in the Matter, and that this Agreement extinguishes all such Claim(s).

6. Attorneys' Fees

Except as may otherwise be specifically provided in this Agreement, all Parties hereto shall each bear their own attorneys fees and costs arising from the actions of their own counsel in connection with the Matter, this Agreement, the acts and obligations required by this Agreement, the matters and documents referred to herein, and all related matters. No Party to this Agreement is to be deemed the prevailing party for any purposes by virtue of this Agreement having been reached. However, in any action to enforce this Agreement, the prevailing party in any such action shall be entitled to recovery of attorneys fees and related costs.

7. Warranty of Capacity to Execute Agreement

The Parties represent and warrant that no other person or entity has, or has had, any interest in the Claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that the Parties have the sole right and exclusive authority to execute this Agreement; and that the Parties have not sold, assigned, transferred, liened, conveyed or otherwise disposed of any of the Claims, demands, obligations or causes of action referred to in this Agreement. The Parties each represent and warrant that they are authorized to execute this Agreement.

8. Governing Law

This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties and any third-part beneficiaries hereunder shall be construed and enforced in accordance with, and governed by, the internal laws of the State of California in all respects, without regard to the principles of conflicts of laws.

9. Entire Agreement and Successors in Interest

This Agreement contains the entire agreement between the Parties with regard to the matters set forth in it and shall be binding upon and inure to the benefits of the executors, administrators, Board members, personal and business representatives, successors, assigns.

10. Counterparts; Amendments and Modifications

This Agreement may be executed in multiple counterparts, including copies delivered by electronic mail, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Any amendment or modification to this Agreement must be in writing, signed by duly authorized representatives of all the Parties, and specifically state the intent of the Parties to amend this Agreement.

11. Construction of Agreement

The Parties have been represented by counsel of their choice or have been specifically advised to retain counsel in the negotiation, drafting, and preparation of this Agreement. Hence, in any construction to be made to this Agreement, the same shall not be construed against any party on the basis that such party is the drafter hereof, but rather, this Agreement shall be interpreted equally as to all Parties.

12. No Admissions

Each of the Parties hereto understands and acknowledges that neither the negotiation and execution of this Agreement nor the implementation of any of its provisions is or shall be interpreted to be an admission of liability or acquiescence to any purported Claim or contention of any Parties made in connection with the Matter or other dispute settled by way of this Agreement. Any and all liability of the Parties hereto is expressly denied and is made solely for the purpose of a compromise settlement. However, no part of this Agreement is intended to vary the Order.

13. Non-Waiver

No waiver or breach of any term or provision of this Agreement shall be, or shall be construed to be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

14. Titles and Headings

Titles and headings to sections herein are for the purpose of convenience and reference only, and shall in no way limit, define, or otherwise affect the provisions thereof or their interpretation.

15. Severability

If any part of this Agreement is held invalid, unenforceable or illegal, such determination shall not affect any other provision of this Agreement and this Agreement shall then be construed as if the impermissible provision was not contained herein.

[Agreement continues on next page]

16. Contingencies

This Agreement is contingent on approval by the Plumas County Board of Supervisors, which approval includes a budget transfer from appropriation for contingencies by a 4/5 vote in accordance with Government Code Section 29125. The "Effective Date" of this Agreement is the date of approval by the Plumas County Board of Supervisors.

Dated: August 22 , 2025

Julie White

Signed: _____

Julie White

Dated: August 22 , 2025

Lewis Brisbois Bisgaard & Smith LLP

Signed: _____

Christopher J. Bakes

Dated: 2025

County of Plumas

Signed: _____

By: Kevin Goss, Chair
Plumas County Board of Supervisors

Attest:

By: _____

Allen Hiskey
Clerk of the Board

Approved as to Form:

Rubin E. Cruse, Jr.

Renne Public Law Group
Special Counsel for County of Plumas

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLUMAS

JULIE WHITE,

Petitioner,

vs.

BOARD OF SUPERVISORS FOR THE
COUNTY OF PLUMAS

Respondent.

No. CV24-00119

Decision

I. INTRODUCTION

Petitioner, Julie White, the elected Treasurer-Tax Collector for Plumas County,
(hereinafter “White”) moves ex parte for a determination pursuant to Calif. Govt. Code
§31000.6¹ that Plumas County Counsel is conflicted from representing her in the

1. Unless otherwise indicated, all references herein are to the California Government Code.

1 performance of her duties. The Plumas County Board of Supervisors (hereinafter
2 'Board" or "the Board") opposes White's request. The moving papers were filed with
3 the court on May 31, 2024. Due to a bench disqualification, and pursuant to California
4 Constitution Article VI Section 6(e), the undersigned was assigned by Order 2015714-
5 24 to this matter for all purposes by the Chairperson of the Judicial Council.

6 This case poses questions (1) whether the Board's denied White's request to
7 pay for independent counsel because it determined that Plumas County Counsel could
8 represent White without a conflict; (2) whether a conflict of interest exists between
9 Plumas County Counsel and Petitioner pursuant to Calif. Govt. Code §31000.6; (3)
10 assuming the existence of such a conflict, whether the conflict may be ameliorated by
11 the creation of an "ethical wall." Additional issues are raised by the Board in defense
12 of White's petition including (1) absence of a conflict, (2) inapplicability of §31000.6 to
13 events occurring before the effective date of 31000.6 as it applies to Treasurer-Tax
14 Collectors; (3) lack of statutory authority for payment of funds; (4) laches and equitable
15 estoppel; (5) mis-statement of facts underlying Petitioner's claim; (6) lack of foundation
16 for facts stated in Petitioner's Correspondence Table.

17 Counsel for the parties personally appeared for oral argument on October 30,
18 2024 at the Quincy courthouse. After the parties' concluded their arguments the court
19 took the matter under submission.

20 II. FACTS 21 22

23 White is the duly-elected Treasurer-Tax Collector for Plumas County. On
24 September 6, 2023, White received a letter from the Nancy Selvage, the then Human

1 Resources Director for Plumas County (hereinafter “Selvage”) detailing a number of
2 perceived deficiencies in White’s performance as Treasurer-Tax Collector.² The letter
3 also broached the subject whether White’s perceived inability to adequately perform
4 her duties was due to a physical impairment that required a “remedy”. Subsequent
5 investigation by counsel for White disclosed that a substantial part of the Selvage letter
6 was provided by County Administrative Officer Debra Lucero (hereinafter “Lucero”).³
7 Lucero later solicited the Feather River Tourist Association (hereinafter “FRTA”) to
8 provide information that would be given to the Board that the FRTA contemplated legal
9 action regarding the practices of White absent a change in her policies. After providing
10 the September 6, 2023, letter to White, Selvage requested a meeting with White to
11 “follow up” to the September 6, 2023, letter. White did not schedule such a meeting.
12 At a subsequent meeting of the Board, an executive session was held, in part, to deal
13 with possible “legal action” based on the FRTA’s concerns. The foregoing actions by
14 Lucero provided the basis for White’s subsequent requests that the Board provide her
15 with independent counsel.

16 White privately retained counsel, Christopher Bakes (hereinafter “Bakes”) from
17 the law firm of Lewis Brisbois Bisgaard & Smith, who on September 18, 2023, wrote to
18 Interim Plumas County Counsel Sara James, detailing White’s objections to the
19 Selvage letter and Lucero’s apparent collaboration in its conception and content. The
20 letter of objection demanded withdrawal of the Selvage letter, asserted that Lucero
21 and Selvage violated the Brown Act, demanded payment of Mr. Bakes’ fees and a

2. The Selvage letter is attached hereto as Exhibit B

3. Lucero’s email to Selvage is attached hereto as Exhibit C.

1 response on behalf of the Board one day later. The Board engaged private counsel
2 Mr. Hughes (hereinafter “Hughes”) of Liebert Cassidy Whitmore to respond to Mr.
3 Bakes’ September 18 letter. Hughes denied existence of Brown Act violations,
4 defended Selvage’s actions involving the September 6, 2023, letter to White, and
5 asserted the responsibility of County government to monitor and advise on County-
6 related functions, including those functions that are within the purview of elected
7 county officials. What followed next was an extended exchange of correspondence
8 between various members of the County Counsel’s office and White’s attorney dealing
9 with allegations of impropriety on behalf of county officials, denials, and rebuttals.
10 White thereafter made demands under the Public Records Act for what ultimately
11 amounted to a voluminous amount of Plumas County documentation.⁴

12 On October 20, 2023, White’s counsel first raised the question as to the
13 appropriateness of County Counsel representing White’s interest in a question
14 involving the Feather River Community College District. In correspondence to County
15 Counsel and attorney Hughes, White’s counsel alleged that Interim County Counsel
16 Sara James should recuse herself “from all matters concerning Ms. White” based on a
17 number of factors including County Counsel’s

- 18 • Management of circumstances and conditions that have brought “matters so
19 far out of compliance”;
- 20 • Contacting White directly on matters relating to Feather River Community
21 College;
- 22 • Cooperated with Lucero in wreaking havoc on good government including
23 violations of the Brown Act;

4. Estimated by Plumas County Counsel to amount to 11,000 or 20,000 documents. (Affidavit of Joshua Brechtel in response to Ex Parte Application, f. August 16, 2024, p.3)

- Apparent cooperation with Lucero's attempts to encourage districts and agencies to threaten legal action against county offices, including White's;
- Provided legal advice to implement a scheme to "upend" White and her office;
- Implementation of incorrect legal advice to empower Board to evaluate White as an "employee";
- Rendering the County Counsel's office unable to discharge its proper function.

White's counsel gave notice that he requested payment of his legal fees to date, "informed by the pending change to 31000.6". Attorney Hughes denied the existence of any recusal factors, with detailed responses, and noted that \$31000.6 was not going to be effective until January 1, 2024.

Subsequently, White's counsel received a response to a PRA request served on the Feather River Tourists Association, confirming that Lucero had induced a threat of legal action against the County to be made by the FRTA. Thereupon, White reasserted that she was entitled to her attorney fees and the disqualification of all members of the County Counsel's office including the independently retained Hughes.

White made a request to Plumas County Counsel on November 16, 2023, for the appointment of her current counsel, Lewis Brisbois Bisgaard & Smith, to provide her with services that would ordinarily be provided by Plumas County Counsel, up to a maximum of \$100,000. The basis for the request was that an ethical conflict existed because the County Counsel had advised the Board regarding the issue of threatened litigation that was shown to be initiated through the subterfuge of Lucero. White's request reflects that :

"I understand that in various closed sessions the FRTA litigation threat was discussed, with Ms. James present and presumably advising the County and Ms. Lucero. I have reason to believe that County Counsel was aware that it was in fact Ms. Lucero herself who had solicited the

1 litigation threat against the County. but the fact that it occurred, that Ms.
2 James was present and provided advice regarding the letter and closing
3 sessions, meant that the Office of the County Counsel was disqualified
4 from representing me in this sequence, since that would amount to the
5 Office representing both sides of the threatened litigation and the
6 context for it. I have reason to believe that further productions due
7 shortly from the other Public Records request recipients will show equal
8 complicity by Ms. Lucero in instigating demands and threats against my
9 office and me, derivatively threats against the County itself, Ms. Lucero's
10 employer." (White's request to County Counsel that Lewis Brisbois
11 Bisgaard & Smith be appointed to represent her because of an alleged
12 conflict with County Counsel's Office), Tab 16 of Petitioner's
13 Correspondence Table).⁵
14

15 The response of County Counsel Sara James on November 2023, states:
16

17 "In regard to the content of your November 13th letter, I will tell
18 you that your allegations concerning CAO Lucero have been brought to
19 the attention of the Board, and they will be discussed in an appropriately
20 agendized closed session. The correspondence mentioned in your letter
21 appears to be an internal email from Feather River Tourism Association,
22 and as such I was not privy to its content and cannot speak to the
23 accuracy of the statements therein. Any messages indicating
24 inappropriate actions from an employee of the County will be brought to
25 the attention of the Board of Supervisors and addressed as
26 appropriate."
27

28 White's request for payment of her attorney fees from Lewis, Brisbois, Bisgaard
29 & Smith was placed on the Board's meeting agenda for the first time on February 6,
30 2024. White's justification for her request of \$50,000 in her memo to the board
31 included the following:

5. Respondent Board objects to portions of Petitioner's Correspondence Table on the basis that certain of the information contained in the table alleges facts without citing any foundation. The court sustains the objection. The Table is useful for locating documents contained in what appears to be a 1,000+ exhibit divided into sixty-eight tabs. Some of the Correspondence Table narrative lacks foundation and is boldly assertive of the facts in other instances. The court has ignored the objectionable portions of the Correspondence Table.

1 "I request that the Board of Supervisors approve my current and any
2 future attorney fees be paid by the County that in any way are affected
3 by or linked to activities by the CAO to provoke false claims against the
4 County, up to a maximum of \$50,000."

5
6 White's request for payment of fees included fees incurred before January 1,
7 2024, and for additional fees that had been or might be incurred after January 1, 2024.
8 (White's memo to the Board attached to Plumas County Board Agenda for February 6,
9 2024.) At that meeting, Plumas County Counsel advised the Board against the payment
10 of White's legal fees request.

11 During the extended discussion of the request, County Counsel Brechtel
12 commented that:

13 JOSHUA BRECHTEL: "Again, at this point in the proceedings, if Ms.
14 White would like to request attorney fees moving forward, it definitely
15 does appear that there is a conflict of interest that might be developing
16 here, and we could take it under consideration.

17 "The request that - - she did send a request at some point for
18 attorney fees. We had already told you that we did not see a conflict of
19 interest, and that was before she was entitled to fees under 3100.6" (sic).
20 (1RT21-22)⁶

21
22 At the meeting, Sarah James, County Counsel, explained the receipt of White's
23 November 2023 request for attorney fees:

24 SARAH JAMES: "Chair Hagwood? This is Sarah James. I just wanted
25 to speak very briefly to Ms. White's comment. Yes, she did hand-deliver
26 that. That was done after I had already informed her counsel that there
27 - - that we did not see the conflict and had asked for his basis for that.
28 So at that point, there was no further information, and we had already
29 informed him that 31000.6 did not start until the 1st of January.

6. Reporter's Transcript, County Board of Supervisors meeting February 6, 2024. References to the transcript of the February 6, 2024, meeting are in the format of 1RT xxx.

1 “There was no further information I could provide at that time. And
2 so it has already been provided to her attorney, who did not respond as
3 to that basis.” (1RT24)

4
5 Board Member Engle moved to pay all of White’s legal fees, past and as
6 invoiced in the future. The motion was seconded by Supervisor Goss. Board members
7 Hagwood and McGowan refused the invitation of White’s counsel that they recuse
8 themselves from consideration of the issue. At the conclusion of discussion of payment
9 of White’s attorney fees up to \$50,000, the board denied the request in a 3 – 2 vote.

10 White again placed the matter of payment of her fees on the Board’s agenda for
11 March 5, 2024. Her written request to the board was for payment of the sum of
12 \$50,346.50 for fees incurred in 2023 and for \$37,139.45 for White’s 2024 fees, plus
13 any further invoices to her attorneys.

14 Supervisor Engle asked White’s counsel:

15
16 ENGEL: “I’d also like to know exactly what does Julie want out of this,
17 the end result?” (2RT28)⁷.

18
19 White’s counsel responded,

20
21 MR. BAKES: “I think she would like to be left alone and treated
22 professionally.” (2RT 29).

23 * * * * *

24 ENGEL: So, she can do her job.

25 MR. BAKES: Yes. Exactly right.

26 ENGEL: And that’s where this whole thing stemmed from.

27 MR. BAKES: That’s exactly right.

28 * * * * *

29 MR. BAKES: We at the outset indicated that you should simply withdraw
30 the September 6th memo, and that would resolve matters, and you

7. References to the March 5, 2024, Board meeting transcript are shown as “2RT xxx”

1 should ensure that there is civility in how people are treated here, and
2 Ms. White was not treated well. (2RT29).

3 HAGWOOD: The letter was withdrawn, wasn't it?

4 MR. BAKES: No. Not until (indiscernible).(2RT29)

5 DEBRA LUCERO: Yes, it was. Yes. It was. It was withdrawn. LCW⁸ Jack
6 Hughes withdrew that letter. It's dated - - I have the date that it was
7 officially withdrawn. This was another mischaracterization that Mr.
8 Bakes has said repeatedly. The letter has been withdrawn.

9 MR. BAKES: The - - If I can - -.

10 MCGOWAN: Problem solved.

11 MR. BAKES: No. The - it was not withdrawn. The word "withdrawn" was
12 not used by the County until Ms. Lucero's January 2nd presentation. The
13 word Mr. Hughes used was "Well, it's mooted." Mooted is not
14 withdrawn. That's simply saying it exists, but it's not withdrawn.

15
16 Shortly thereafter, Plumas County Counsel interjected:

17
18 BRECHTEL: "Just for clarification, there was an email sent to you from
19 Sara James on November 20th, 2023, that states, "The memo provided
20 was not approved by counsel and has been withdrawn pursuant to your
21 communications with attorney Hughes.(2RT34).

22
23 After further discussion Supervisor Goss moved to approve White's request for
24 her 2023 attorney fees and \$50,000 for "going forward". The motion died for lack of a
25 second. Supervisor McGowan then moved to follow Plumas County Counsel's advice
26 to deny the payment of any of White's fees. The motion was seconded by Supervisor
27 Ceresola and the motion to deny payment of White's fees passed by a vote of 3-2.
28 (2RT39-40).

29 Immediately after the March 5 vote denying White's claim, White's counsel
30 renewed his request previously made at the February 6, 2024, meeting that Supervisors
31 Hagwood and McGowan recuse themselves. Counsel argued that Supervisor

8. Law firm of Liebert Cassidy Whitmore

1 McGowan was “conflicted” because he had become an advocate against every
2 position taken by counsel and that he had been “agitated and annoyed” as the
3 Supervisor took those positions. (RT40). Counsel then accused Supervisor Hagwood
4 of “the same”, having become an advocate for CAO Lucero, and the “misconduct and
5 improprieties” that counsel maintained that he had documented. (2RT41). Supervisor
6 Hagwood then recused himself, making the following statement:

7 “Because we may have different interpretations of fact patterns or
8 words that have been used or not used, it does not mean that I’m an
9 advocate of an adversary to anyone, either for or against. Everybody can
10 interpret words, actions, statements in different ways.

11 “But if your sense is that I’m conflicted and if me recusing myself
12 will at least not further any complications, I would be - - I will recuse
13 myself. And in the interest of trying to move something forward, and if
14 that offers some relief to you and your client, then I will do that, and I will
15 take that position right now today and say that I will recuse
16 myself.”(2RT42).

17
18 White’s counsel then suggested that it was appropriate for Supervisor
19 McGowan to also recuse himself. Supervisor McGowan then stated:

20 “Well, in order to solve the problem, if it will get the workload
21 current and the constituents, the districts, the business of the county paid
22 in a timely manner, like immediately, then if that can be accomplished,
23 then yes. I will recuse myself.”(2RT42).

24
25 After both Supervisors Hagwood and McGowan recused themselves, counsel
26 for White suggested that Supervisor Engle renew his previous motion to approve pay
27 White’s 2023 attorney fees and authorize an additional \$50,000 “going forward”.
28 County Counsel noted that the motion had already been denied, whereupon White’s
29 counsel predicted a future course of action where if White were to prevail that the
30 ultimate cost to the County could be “several hundred thousand” and that the Board

1 possessed the power to hold the cost at \$37,000. At the request of Supervisor
2 Hagwood, the clerk of the Board advised that a motion to that effect required a four-
3 fifths vote since contingency funds would be necessary for the payment.

4 After a brief discussion, Mr. Brechtel asserted that the matter could be
5 "reagendized" and brought back, and that White could put the matter back on the
6 agenda for the next meeting of the Board.⁹ The Board's March 12, 2024, minutes
7 reflect that the matter was not heard, showing that "This item was pulled at the request
8 of Supervisor Goss".

9 White placed the request for her 2023 fees and post January 1, 2024, fees
10 before the Board at its March 19, 2024, meeting.¹⁰ Due to the recusal of Supervisors
11 Hagwood and McGowan, only three members of the Board were present for the
12 hearing. On motion by Supervisor Engle, seconded by Supervisor Goss, the matter of
13 payment of White's attorney fees proceeded to a vote, and failed by a vote of 2 to 1.
14 As such, the motion failed as it still required a 4/5 vote to pass. Supervisors Goss and
15 Engle directed County Counsel to work on a contract with White's attorney that dealt
16 with future representation.¹¹

17 Shortly thereafter, counsel for White and the County Counsel exchanged
18 correspondence pursuant to the Board's direction to work on a contract that provided
19 for funding of White's private counsel services. Pursuant to the Board's direction,

9. Note that the minutes of the Board reflected that "Supervisor Goss made a motion to have this item on the agenda for March 12, 2024, Supervisor Engel seconded. All supervisors agreed to have this item on the agenda for March 12, 2024. Supervisors Hagwood and McGowan recused themselves."

10. Memo attached to item 3. D 1) meeting files, March 19, 2024, Board Meeting.

11. March 19, 2024, Board Minutes, item 3.D.

1 beginning with correspondence dated March 25, 2024, County Counsel engaged with
2 Petitioner's counsel with a series of letters and proposed agreements that would have
3 provided for a County-funded contract with Petitioner's counsel, Mr. Bakes. Initially,
4 County Counsel approved "as to form" language in the proposed contract that
5 provided

6 "The purpose of this correspondence is to, upon execution,
7 identify the County of Plumas as the source of payment for legal fees you
8 may incur on or after March 19, 2024, based on any form of complaint,
9 demand, or other formal initiation of a process directed to you in your
10 capacity as the Treasurer-Tax Collector for the County of Plumas
11 ("Covered Event," described below) it being understood that the Office
12 of the County Counsel is unable to provide you those services due to a
13 conflict within the meaning of Government Code section 31000.6 as
14 applicable to the Treasurer-Tax Collector."¹²
15

16 After multiple exchanges of correspondence between Mr. Brechtel and Mr.
17 Bakes, an April 8, 2024, email from Mr. Brechtel to Mr. Bakes requested additional
18 changes to the language of the engagement letter. Those changes (1) deleted language
19 that indicated an existing conflict of interest between Petitioner and the Plumas County
20 Counsel's office, and (2) modified language to reflect that acknowledgement by the
21 County of a potential conflict would have no bearing on legal fees incurred by Petitioner
22 before March 19, 2024.¹³ These proposed changes were deemed unacceptable by

12. The second part of Paragraph 2 of the March 25, 2024 engagement letter, "INCEPTION OF ATTORNEY CLIENT RELATIONSHIP" contains the following language: "The County's obligation will become effective on the occurrence of (1) a formal proceeding, such as a lawsuit or complaint commenced and/or initiated against the Treasurer-Tax Collector, (2) an action is taken against the Treasurer-Tax Collector by the Board of Supervisors, or (3) any other initiation of a legal (whether judicial or administrative) process or complaint directed to and/or against you in your capacity as the Treasurer-Tax Collector, County of Plumas, which shall be referred to as a 'Covered Event.'" [note that this page shows a header dated March 12, 2024.]

13. An April 15, 2024, email from Mr. Brechtel to Mr. Bakes further noted that "I have never agreed nor stated that there is a conflict between County Counsel and the representation of Ms. White. Once again, nothing happened to Ms. White. She was never charged, never formally censured, and the

1 counsel for White, ultimately resulting in a failure of White and the County to reach an
2 agreement regarding the creation of a contract that provided for future legal services
3 to be paid for by the County. By letter dated April 19, 2024, from Mr. Bakes to Mr.
4 Brechtel, Petitioner advised that she was proceeding with filing a petition pursuant to
5 §31000.6.

6 This ex parte matter was filed by White on May 31, 2024.

7 8 III. DISCUSSION 9

10 Govt. Code §31000.6¹⁴ is narrowly tailored by the legislature to provide court
11 intervention when certain disputes arise relating to legal services provided by County
12 Counsel. *Strong v. Sutter County Bd. of Supervisors*.¹⁵ The *Strong* case provides clear
13 guidance for determining the circumstances justifying the limited application of the
14 provision:

15 “Under the plain language of section 31000.6, the court has no authority
16 to do anything other than determine whether a conflict of interest exists
17 (between county counsel and the treasurer-tax collector) and determine
18 whether an ethical wall can be created to remedy the conflict.”

19 * * * * *

20 In the end, then, it does not matter exactly what the board's “excuse” was
21 for refusing to employ independent counsel for Strong, as long as it was
22 *not* that the board believed county counsel could serve as his counsel.

“offending letter” was withdrawn back in October. What is my conflict? A lack of agreement is not a conflict in a legal sense.

“This contract for potential representation was a courtesy to prevent any issues from moving forward. Not for you to use my approval of the form of the contract to establish a conflict that does not exist.”

14. §31000.6 is set forth as Exhibit A to this decision.

15. *Strong v. Sutter County Bd. of Supervisors* (2010) 188 Cal.App.4th 482, 486. This case is briefly mentioned only by the County in its response to the Ex Parte application, page 8, as standing for the principle that §31000.6 provides a prompt method of resolving a dispute whether a conflict exists. No other discussion of *Strong* is offered by either party in their written submissions to the court.

1 Only if *that* is the subject of the disagreement between the parties is
2 §31000.6 operative; otherwise, relief lies in mandamus.¹⁶
3

4 In *Strong*, the Sutter County Assessor denied certain property tax exemptions
5 to Rideout Memorial Hospital. Rideout thereafter filed a claim for a tax refund with the
6 Sutter County Board of Supervisors. Rideout thereafter reached a settlement with the
7 Board granting Rideout a \$588,000 refund. The County Assessor (Strong) then asked
8 the Board to hire independent counsel to assist him in challenging the Board's
9 settlement with Rideout, on the grounds that the Board had unlawfully usurped his
10 constitutional powers. The Sutter Board of Supervisors denied the Assessor's request.
11 In response, the Assessor filed an ex parte application to appoint independent counsel
12 pursuant to §31000.6. The court hearing Strong's application found that (1) Strong was
13 acting within the performance of his duties in seeking to invalidate the Board's
14 settlement with Rideout; (2) that there was a conflict of interest between Strong and
15 the Sutter County Counsel relating to the matter, (3) found that an ethical wall could
16 not be created to obviate the conflict of interest between Sutter County Counsel and
17 Strong; and (4). Ordered the Sutter Board to select and employ at Sutter County's
18 expense, an independent counsel for Strong.

19 The Third District reversed. The appellate court found that §31000.6 could only
20 apply to determine whether a conflict existed, and not to order the board to select and
21 employ legal counsel. In *Strong*, the court found that there was no question but that a
22 conflict existed between *Strong's* proposed litigation against the county. The *Strong*
23 court noted

16. *Id.*, at 512.

1 It strains credulity to believe the board here ever would have concluded
2 county counsel could ethically represent both the board and Strong in a
3 matter where Strong was questioning the board's decision to settle a tax
4 refund claim over Strong's objection and where Strong sought "counsel
5 to represent [him] in [the] resolution of [his] disagreement with the
6 [b]oard" on the matter. Obviously county counsel could not represent the
7 board's interest and defend the board's decision to settle the claim and
8 at the same time ethically advise Strong, as the board's potential
9 adversary, on the same matter.

10
11 Based on these facts, it does not appear there was ever a reasonable
12 basis for Strong to believe the board was denying him independent legal
13 counsel because the board believed he should use county counsel
14 instead. Thus, Strong knew from the outset that the dispute he was
15 having with the board was not over whether a conflict of interest existed.
16 He also should have known, from reading the statute, that 31000.6
17 applies only to such disputes." *Strong, supra*, at 493-494.

18
19 *Strong* compels the conclusion that 31000.6 only applies if the question
20 whether County Counsel could serve as White's counsel was the subject of the
21 disagreement between the Board and White. If this is not the reason the board denied
22 counsel, then White must proceed in Mandamus.¹⁷ This conclusion is reinforced after
23 the *Strong* decision by *Rivero v. Lake County Bd of Supervisors*¹⁸ where the First
24 District cited *Strong* with approval:

25 "If there is no dispute as to whether a conflict exists but the board
26 of supervisors refuses to provide independent counsel to the sheriff or
27 assessor, the proper legal recourse for the assessor or sheriff is to pursue
28 a traditional writ of mandate under Code of Civil Procedure section 1085
29 to compel the board of supervisors to perform its duty under section
30 31000.6, subdivision (a). (*Strong v Sutter County Board of Supervisors*
31 (2010) 188Cal.App.4th 482,492, [115 Cal.Rptr.3d 498] (*Strong*)). Section
32 31000.6 sets forth an ex parte procedure for resolving whether a conflict
33 exists and, if so, whether an ethical wall may be created to resolve the

17. The appellate court in *Strong* did not reach the question raised by the county as grounds for error that the trial court erred in finding that Strong was acting within the performance of his duties in seeking to set aside the Rideout settlement. *Strong, supra*, at 490.

18. *Rivero v. Lake County Bd. of Supervisors* (2014) 232 Cal.App.4th 1187, 1194 [181 Cal.Rptr.3d 769, 775]. Neither party has cited to *Rivero* notwithstanding that this case and *Strong* are the two most recently decided California cases dealing with §31000.6.

1 conflict. (See § 31000.6, subds. (b), (c), & (e); *Strong supra*, 188
2 Cal.App.4th at pp. 491–492, 115 Cal.Rptr.3d 498.) The ex parte procedure
3 described in section 31000.6 is limited to the issues of whether a conflict
4 exists and, if so, whether an ethical wall may be created to resolve the
5 conflict. (*Strong, supra*, at pp. 491–492, 115Cal.Rptr.3d 498.) Here,
6 because there was no dispute that county counsel had a conflict of
7 interest that prevented its office from representing Rivero, the statutory
8 ex parte procedure was inapplicable and Rivero properly pursued relief
9 by filing a petition seeking a traditional writ of mandate.

10
11 There is no question that the Plumas County Board of Supervisors denied
12 White’s request to fund pre and post January 1, 2024, services rendered by her
13 privately retained attorney. This court’s first task is to the reason or reasons for denying
14 White’s request for funding: Did the Board refuse funding because the Board
15 determined that there was no conflict between White and County Counsel, or did the
16 Board deny White’s request believing that a conflict existed, but refused to fund for
17 other reasons? The answer to the threshold question determines whether White’s
18 application pursuant to §31000.6 should be granted or denied.

19 Several factors serve to influence the court’s decision. First, Plumas County
20 Counsel consistently maintained that no conflict existed, and so advised the board.
21 Contrary to White’s version of the facts, County Counsel did not “give cover” to
22 Lucero’s activities in surreptitiously prompting the creation of the “Selvage” letter, and
23 Lucero’s apparent motivation in advising the Board of a potentially impending legal
24 action. White’s assertion of the participation of County Counsel in “giving cover” is
25 speculative at best.

26 Second, the Board knew, and was advised, that White’s request for funding
27 required a 4/5ths vote for approval. The policy regarding funding of contingencies
28 required that “The Board must approve all requests for contingency funds by a 4/5th

1 vote.” White recognized that her request to the Board at their March 5, 2024, meeting
2 required a 4/5 vote of approval, per her reference to the Plumas County Financial
3 Policy.¹⁹ By a majority vote of 3 to 2, the Board denied White’s request for funding.
4 With that in mind, the Board may have reasoned that approval of White’s funding
5 request was unlikely to survive the requirement for a supermajority vote, thus rendering
6 moot the question whether a conflict with County Counsel existed.

7 Third, the Board was certainly aware of the controversy between White’s
8 attorney and County Counsel as to the allegations of, and denials of a conflict of
9 interest between White and County Counsel. County Counsel communicated its
10 opinion to the Board that no conflict existed (February 5, 2024, meeting, 1RT22,
11 1RT37). The Board Chair apparently believed that no conflict existed to justify the
12 payment fees at the time White employed outside counsel given the lack of applicability
13 of §31000.6 before January 1, 2024 (1RT 24). White’s attorney raised the conflict
14 argument numerous times in his Board presentations.²⁰ Nevertheless, there was
15 minimal discussion among the members of the Board concerning a real or potential

19. The policy, set forth in the Board’s March 5, 2024, meeting files, provides as follows: “Use of Contingencies

“Any governmental fund can budget for contingencies. Departments can request funding for unanticipated expenditures or unfunded projects. If such a situation arises in a fund outside the General Fund, and that fund does not have the budget for contingencies, then General Fund appropriations for contingencies can be used to transfer funds to any department outside the General Fund. Any request for use of Appropriations for Contingencies must be submitted via Board agenda item, and submitted by the responsible department and approved by the CAO before being put on the agenda. The Board must approve all requests for contingency funds by a 4/5 th vote. Any contingency funds used within the General Fund during the fiscal year shall be replenished the following fiscal year or at the discretion of the CAO.”

20. See RT3:12,12, 4:15, 6:13, 7:5, 8, 7:19,14:8,17:5, 18:6, 8, 9, 23:8, 23:11, 24:1,22, 24:25, 25:24, 26:1, 32:16, 43:8

1 conflict. Accordingly, there is little evidence to conclude that the Board actually
2 considered whether or not a conflict between County Counsel and White existed. This
3 leaves unanswered the question whether the Board reached a consensus to deny
4 White's application because they believed that County Counsel could represent White
5 conflict-free.

6 Fourth, the Board gave direction to County Counsel to move forward to provide
7 White with an agreement for representation by Mr. Bakes involving future formal
8 complaints or litigation. At the Board's meeting of March 19, 2024, after the denial of
9 White's claim, discussion was held concerning the Board²¹ entering a contract for
10 independent counsel to represent White in future matters involving complaints or
11 litigation. The Board's direction consisted of a motion that appeared to have been
12 unanimously approved by the three remaining members of the Board.²² Although such
13 an agreement was never reached between counsel, it is evidence that the Board
14 believed that moving forward, representation by independent counsel was preferred,
15 and supports the conclusion that the Board felt that County Counsel could not
16 represent White's interests in future formal complaints or future litigation.

17 Fifth, the Board persistently focused on White's fee request, both pre and post
18 2024 – essentially questioning whether payment of a certain amount would make the
19 controversy go away. The Board's discussions showed a lack of examination on the

21. Because of the recusal of Supervisors Hagwood and McGowan, only three Supervisors participated in the meeting regarding White's application.

22. The record is unclear on this point. The Board's minutes reflect: "Comments made by Mr. Bakes, County Counsel, Supervisors Goss & Engel. County Counsel direct to work on a contract with Mr. Bakes for future representation." The video of the meeting seems susceptible of showing the unanimous passage of a motion directing County Counsel to move forward to develop such a contract.

1 legal issue whether a conflict existed, as opposed to the practical consequences of
2 arriving at a figure that would satisfy White's monetary demands.

3 Sixth, the nature of the dispute between White and Lucero may have left the
4 Board with the impression that the dispute was unlikely to ripen into a legal conflict.
5 When queried as to what White wanted as a result her requests for funding private
6 counsel, Mr. Bakes responded that: "I think she would like to be left alone and treated
7 professionally." (2RT 29)²³. White's counsel also acknowledged that no legal action had
8 been undertaken in response to the Salvage letter or Lucero's anti-White actions.
9 Regardless of their personal loyalties, if any existed, it is apparent the White/Lucero
10 controversy was perceived by the individual Supervisors as an unfortunate and
11 embarrassing public dispute over the lack of civility and professionalism.

12 On balance the court finds that the Board lacked confidence that County
13 Counsel could represent the interest of the Board and the interests of White in the
14 matters at issue. Despite their previous votes to deny White's request for payment of
15 her attorney fees, the Board's latest action to deal with White's attempt to secure
16 payment of her fees gave unambiguous direction to County Counsel to attempt to
17 negotiate a contract with Mr. Bakes to provide legal services to be rendered in the
18 future regarding White's complaints or litigation. This action, attempting to remove
19 County Counsel from any complaints or litigation involving White militates against an
20 interpretation that the Board believed that County Counsel could represent White free
21 of conflict.

23. For a fuller context, see page 7.

1 The Strong case advises as follows:

2 Here, because there was never a disagreement between Strong
3 and the board about whether county counsel had a conflict of interest,
4 section 31000.6 did not provide Strong with any avenue of relief. To
5 resolve his dispute with the board over whether he was entitled to county-
6 funded legal counsel because the purpose for which he sought legal
7 assistance was within the performance of his duties, Strong needed to
8 pursue a writ of mandate in a regularly noticed proceeding under Code
9 of Civil Procedure section 1085. In mandamus, the court has the power
10 to direct the issuance of a writ to the board of supervisors “to compel the
11 performance of an act which the law specially enjoins, as a duty resulting
12 from an office, trust, or station...” (*ibid.*) Necessarily, in deciding whether
13 the board of supervisors had a duty to employ independent counsel for
14 the assessor under subdivision (a) of section 31000.6, the court would
15 have to decide whether the purpose for which the assessor seeks
16 independent counsel is within the scope of his duties, because the duty
17 arises only when that condition is satisfied.²⁴

18
19 For these reasons, White is unable to obtain relief pursuant to §31000.6, and
20 must pursue further relief through traditional mandamus. In a mandamus action, White
21 will have to convince the court that the purposes for which she seeks independent
22 counsel are within the scope of her official duties (an issue that this court may not
23 resolve in this proceeding, per *Strong*).

24 Considering these findings, the issue whether an ethical wall might be
25 employed is moot, as are the individual defenses offered by the Respondent Board
26 herein.

27 28 **IV. CONCLUSION**

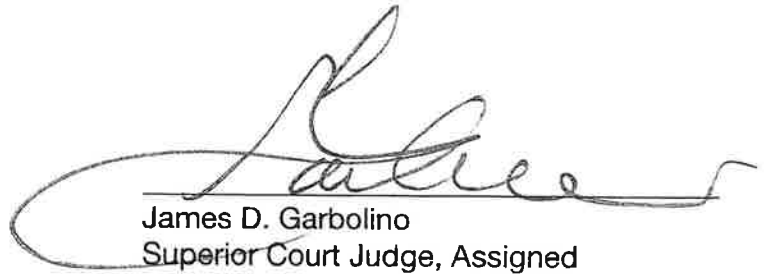
29 The court finds that sufficient evidence demonstrates that the that the Board
30 found that a conflict with County Counsel existed and directed County Counsel to

24. *Strong v. Sutter County Bd. of Supervisors*, supra,) 188 Cal.App.4th 482, 492–493.

1 attempt to settle on an agreement with White's counsel for White's independent
2 representation. For this reason, the Board's denial of White's application for funding
3 was not for the reason that they believed that County Counsel could represent White.²⁵
4 As such, §31000.6 does not afford Petitioner grounds for relief in this action.
5
6

7 Dated: November 20, 2024

8
9
10
11
12
13
14



James D. Garbolino
Superior Court Judge, Assigned

25. "In the end, then, it does not matter exactly what the board's "excuse" was for refusing to employ independent counsel for Strong, as long as it was *not* that the board believed county counsel could serve as his counsel. Only if *that* is the subject of the disagreement between the parties is section 31000.6 operative; otherwise, relief lies in mandamus." *Strong v. Sutter County Bd. of Supervisors*, *supra*, 188 Cal.App.4th at 511.

EXHIBIT A

§31000.6. Employment of legal counsel to assist assessor, auditor-controller, sheriff, or elected treasurer-tax collector; conflicts of interest

Effective: January 1, 2024

(a) Upon request of the assessor, auditor-controller, sheriff, or elected treasurer-tax collector of the county, the board of supervisors shall contract with and employ legal counsel to assist the assessor, auditor-controller, sheriff, or elected treasurer-tax collector in the performance of their duties in any case where the county counsel or the district attorney would have a conflict of interest in representing the assessor, auditor-controller, sheriff, or elected treasurer-tax collector.

(b) In the event that the board of supervisors does not concur with the assessor, auditor-controller, sheriff, or elected treasurer-tax collector that a conflict of interest exists, the assessor, auditor-controller, sheriff, or elected treasurer-tax collector, after giving notice to the county counsel or the district attorney, may initiate an ex parte proceeding before the presiding judge of the superior court. The county counsel or district attorney may file an affidavit in the proceeding in opposition to, or in support of, the assessor's, auditor-controller's, sheriff's, or elected treasurer-tax collector's position.

(c) The presiding superior court judge that determines in any ex parte proceeding that a conflict actually exists, must, if requested by one of the parties, also rule whether representation by the county counsel or district attorney through the creation of an "ethical wall" is appropriate. The factors to be considered in this determination of whether an "ethical wall" should be created are: (1) equal representation, (2) level of support, (3) access to resources, (4) zealous representation, or (5) any other consideration that relates to proper representation.

(d) If a court determines that the action brought by the assessor, auditor-controller, sheriff, or elected treasurer-tax collector is frivolous and in bad faith, the assessor's office, auditor-controller's office, sheriff's office, or elected treasurer-tax collector's office shall pay their own legal costs and all costs incurred in the action by the opposing party. As used in this section, "bad faith" and "frivolous" have the meaning given in Section 128.5 of the Code of Civil Procedure.

(e) If the presiding judge determines that a conflict of interest does exist, and that representation by the county counsel or district attorney through the creation of an ethical wall is inappropriate, the board of supervisors shall immediately employ legal counsel selected by the presiding judge to assist the assessor, the auditor-controller, sheriff, or elected treasurer-tax collector. The assessor, the auditor-controller, sheriff, or elected treasurer-tax collector may recommend specific legal counsel for selection by the presiding judge. The board of supervisors may also separately recommend specific legal counsel for selection by the presiding judge. When selecting counsel pursuant to this

section, the presiding judge shall consider the counsel compensation rates prevailing in the county for similar work.

(f) As used in this section, "conflict of interest" means a conflict of interest as defined in Rule 1.7 of the Rules of Professional Conduct of the State Bar of California, as construed for public attorneys.

(g) This section shall also apply to any matter brought after an assessor, auditor-controller, sheriff, or elected treasurer-tax collector leaves office if the matter giving rise to the need for independent legal counsel was within the scope of the duties of the assessor, auditor-controller, sheriff, or elected treasurer-tax collector while in office, and the assessor, auditor-controller, sheriff, or elected treasurer-tax collector would have been authorized under this section to request the appointment of independent legal counsel.

EXHIBIT B


DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: nancyselvage@countyofplumas.com



DATE: September 6, 2023
TO: Julie White, Treasurer/Tax Collector
FROM: Nancy Selvage, Human Resources Director 
SUBJECT: Treasurer/Tax Collector Responsibilities
CC: Supervisor Hagwood, Chair Board of Supervisors

As you are aware, the County has been reviewing its financial processes and policies due to the extreme backlog in which we find ourselves – two (2) years behind in audits. As part of this process, the County hired Clifton, Larson & Allen (CLA) to come in and review processes and procedures in both the Treasurer-Tax Collector's Office and the Auditor-Controller's Office at a cost of nearly \$500,000 thus far. Included in this cost are other projects such as budgeting, Special Districts, fixed assets, etc.

While both offices are experiencing backlogs, the concerns in the Treasurer-Tax Collector's office may be a dereliction of duties. The following are examples and are not limited to this list:

1. Lack of adopting an annual investment policy, which has not occurred for at least a few years – perhaps since 2021 (in County Fiscal Policy).
2. Timely investment reporting. This has been an audit finding by Smith & Newell for at least six years and perhaps longer – and is required by law.
3. Reconciling and posting activity of investment statements – not done since August 2021.
4. Reconciliation of bank accounts to the General Ledger – not done since the MUNIS migration five years ago.
5. Reconciliation of cash – 2021 audit showed an outage of \$94,000 and the year prior it was \$13,000. CLA is working to find the cause of this cash outage.
6. \$1 million variance between the bank balance and MUNIS's General Ledger as of June 30, 2022. It's unknown beyond June 30, 2022 and if this has grown or lessened at this point.

Page 1

7. Incorrect administration and management of fees to the Treasurer-Tax Collector's office in two areas:
 - a. a) the 3% administrative fee for Transient Occupancy Tax which has been on-going since at least 2021. Over \$1 million has been miscalculated in the past 2-3 years. Recently this has been fixed after one year of being made aware of the issue.
 - b. b) administrative fees on quarterly interest apportionments over-calculated our last completed audit - \$8,445 for the fiscal year 2020-2021.
8. Compliance letters on Short-Term Rentals – not sent out since April 2022.
9. Master Assessor's List Update to Granicus – not done since February 2022.
10. Late and inconsistent payments and reporting to the Feather River Tourism Association (County Counsel sent a letter).
11. Keeping your office open during regular business hours 8am-5pm (County Counsel sent a letter).

The above list of examples is an indication that you have been unable to meet your responsibilities of the Treasurer/Tax Collector. The lack of attention to your responsibilities, reporting issues, and not meeting associated regulations, jeopardizes the County's state and federal compliance. This is a significant concern that needs to be addressed given the County's current financial situation.

Another issue is your frequent absence during work hours in your department, leaving your staff to complete duties typically done by the Treasurer/Tax Collector, adding additional stress to their workloads. The lack of attention to maintaining your responsibility for the bookkeeping, accounting, tracking, and updating the County's Treasurer financials and required reports is crucial to the overall vitality of the County. The discrepancies of the County's cash flow, investment portfolio, and other regulatory compliance issues, compounded by the lack of oversight continues to be an ongoing hardship for the County. The County is now reaching out to determine if you are aware of your elected positions responsibilities and your ability to perform these duties.

As the Human Resources Director, it is my responsibility to ask whether you are able to do your job. The County seeks only information regarding your functional limitations, if any, that may limit your fitness to perform your duties as the Treasurer-Tax Collector. Therefore, I pose the following questions to you.

1. Do you have a physical impairment that limits your ability to work?
If #1 answer is yes, what is the remedy?
2. Do you have any limitations with performing the responsibilities of your position of Treasurer/Tax Collector?
If #2 answer is yes, what is the remedy?

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3. Do you agree or disagree with the list of findings?

I seek only information regarding your functional limitations, if any, that may limit your fitness to perform your duties as the Treasurer/Tax Collector. The County has a duty to reasonably accommodate an employee with a disability so that the employee can perform essential job functions. A disability as defined under the Americans with Disabilities Act and the California Fair Employment and Housing Act. I seek non-confidential information as to whether you can perform your essential job functions and whether there is potential accommodation needed in order to perform your essential work functions.

Public service is a public trust, requiring officials and employees to place loyalty to the citizens, the laws, and ethical principles. It is imperative to safeguard the public's trust in government. To accomplish this goal, laws exist to aid public officials in avoiding conflicts between an official's public duties and the official's personal interests.

The Treasurer's department is not performing up to your position's expected standards and requirements. Your position is vital to the stability of the County, and it is imperative to address issues that are now compromising the County's finances and reporting obligations. I am reaching out to you to understand what your challenges or barriers are. How will you, the Treasurer/Tax Collector, meet these expectations?

The Board of Supervisors would like to know why your work is backlogged and the lack of communication on your part to report Treasurer/Tax Collector issues to the Board of Supervisors? What is the plan of action to address the audit findings, reconciliation of cash, administration and management of fees, and the lack of adopting an annual investment policy just to name a few tasks in need of your immediate attention.

The Board of Supervisors are expecting answers and if possible, for me to provide them with an update. An option is you may agendaize these topics for an upcoming Board meeting to address the Board with your plan. I encourage you to contact me at your earliest convenience as a follow-up to this memo.

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Exhibit C

From: Selvage, Nancy [NancySelvage@countyofplumas.com]
Sent: 8/17/2023 1:50:03 PM
To: Lucero, Debra [debralucero@countyofplumas.com]
Subject: RE: Treasurer-Tax Collector Letter (CAO portion)

Great I am incorporating the information into her letter. This is very helpful!

Thanks,

Nancy

From: Lucero, Debra <debralucero@countyofplumas.com>
Sent: Thursday, August 17, 2023 1:16 PM
To: Selvage, Nancy <NancySelvage@countyofplumas.com>; James, Sara <SaraJames@countyofplumas.com>; Ceresola, Dwight <dwrightceresola@countyofplumas.com>; Hagwood, Greg <GregHagwood@countyofplumas.com>
Subject: Treasurer-Tax Collector Letter (CAO portion)

Good Afternoon:

Here is some verbiage and a list of items for the letter to Julie.

As you know, the County has been reviewing its financial processes and policies due to the extreme backlog in which we find ourselves – two years behind in audits. As part of this process, the County hired Clifton, Larson & Allen (CLA) to come in and review processes and procedures in both the Treasurer-Tax Collector's Office and the Auditor-Controller's Office at a cost of nearly \$500,000 thus far. Included in this cost are other projects such as budgeting, Special Districts, fixed assets, etc.

While both offices are experiencing backlogs, the concerns in the Treasurer-Tax Collector's office may be a dereliction of duties. These include:

1. Lack of adopting an annual investment policy, which has not occurred for at least a few years – perhaps since 2021 (in County Fiscal Policy).
2. Timely investment reporting. This has been an audit finding by Smith & Newell for at least six years and perhaps longer – required by law.
3. Reconciling and posting activity of investment statements – not done since August 2021
4. Reconciliation of bank accounts to the General Ledger – not done since the Munis migration five years ago
5. Reconciliation of cash – 2021 audit showed an outage of \$94,000 and the year prior it was \$13,000. CLA is working to find the cause of this cash outage.
6. \$1 million variance between the bank balance and Munis' General Ledger as of June 30, 2022. It's unknown beyond June 30, 2022 and if this has grown or lessened at this point.
7. Incorrect administration and management of fees to the Treasurer-Tax Collector's office in two areas a) the 3% administrative fee for Transient Occupancy Tax which has been on-going since at least 2021. Over a \$1 million has been miscalculated in the past 2-3 years. b) administrative fees on quarterly interest apportionments over-calculated our last completed audit - \$8,445 for the fiscal year 2020-2021
8. Compliance letters on Short-Term Rentals – not sent out since April 2022
9. Master Assessor's List Update to Granicus – not done since February 2022
10. Late and inconsistent payments and reporting to the Feather River Tourism Association (County Counsel sent a letter)
11. Keeping your office open during regular business hours 8am-5pm (County Counsel sent a letter)

PLUMAS_002754



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Kevin Goss, Supervisor - District 2, Chair
MEETING DATE: August 25, 2025
SUBJECT: Request a budget adjustment to line item 2002052/521901 (County Administration/Litigation) for FY 24/25 in the amount of \$40,000 to cover the un-budgeted expense of litigation; discussion and possible action; Four/Fifths roll call vote.

Recommendation:

Request a budget adjustment to line item 2002052/521901 (County Administration/Litigation) for FY 24/25 in the amount of \$40,000 to cover the un-budgeted expense of litigation; discussion and possible action; **Four/Fifths roll call vote.**

Background and Discussion:

This budget request is to pay for legal fees incurred by the Treasurer-Tax Collector.

Action:

Request a budget adjustment to line item 2002052/521901 (County Administration/Litigation) for FY 24/25 in the amount of \$40,000 to cover the un-budgeted expense of litigation; discussion and possible action; **Four/Fifths roll call vote.**

Fiscal Impact:

General Fund Impact in the amount of \$40,000.00

Attachments:

None



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Kevin Goss, Supervisor - District 2, Chair
MEETING DATE: August 25, 2025
SUBJECT: Approve and authorize supplemental budget transfer for FY 24/25 of \$40,000 from General Fund Use of Fund Balance to 2002052/521901 (County Administration/Litigation to cover the over-budget costs associated with litigation; approved by Auditor/Controller. **Four/Fifths roll call vote**

Recommendation:

Approve and authorize supplemental budget transfer for FY 24/25 of \$40,000 from General Fund Use of Fund Balance to 2002052/521901 (County Administration/Litigation to cover the over-budget costs associated with litigation; approved by Auditor/Controller. **Four/Fifths roll call vote**

Background and Discussion:

Approve and authorize supplemental budget transfer for FY 24/25 of \$40,000 from General Fund Use of Fund Balance to 2002052/521901 (County Administration/Litigation to cover the over-budget costs associated with litigation; approved by Auditor/Controller. **Four/Fifths roll call vote**

Action:

Approve and authorize supplemental budget transfer for FY 24/25 of \$40,000 from General Fund Use of Fund Balance to 2002052/521901 (County Administration/Litigation to cover the over-budget costs associated with litigation; approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

General Fund Impact.

Attachments:

1. Item 1.A.3

**COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET**

TRANSFER NUMBER
(Auditor's Use Only)

Department: Board of Supervisors Dept. No: 20010 Date 8/22/2025

The reason for this request is (check one):

- A. ☒ Transfer to/from Contingencies OR between Departments
 B. ☐ Supplemental Budgets (including budget reductions)
 C. ☐ Transfers to/from or new Fixed Asset, within a 51XXX
 D. ☐ Transfer within Department, except fixed assets
 E. ☐ Establish any new account except fixed assets

Approval Required

Board
Board
Board
Auditor
Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001			Use of General Fund Balance	40,000.00
Total (must equal transfer to total)				40,000.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	2002052	521901		40,000.00
Total (must equal transfer to total)				40,000.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Plumas County Board of Supervisors have agreed to pay legal fees for the Treasurer-Tax Collector

B) Increase Litigation for FY 24/25

C) This amount is due and payable to Lewis Brisbois Bisgaard & Smith

D) _____

Approved by Department Signing Authority: _____

☒ Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Matee Mena

Board Approval Date: _____

25 Aug 2025

Agenda Item No. _____

2025-2464

Clerk of the Board Signature: _____

[Signature]

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13								
ACCOUNTS FOR:		ORIGINAL	TRANSFERS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
0001	GENERAL	APPROP	ADJUSTMTS	BUDGET			BUDGET	USED
2002052 GEN SVC SERVICES&SUPPLIES								
2002052 521901 LITIGATION		200,000	0	200,000	60,912.17	.00	139,087.83	30.5%
TOTAL GEN SVC SERVICES&SUPPLIES		200,000	0	200,000	60,912.17	.00	139,087.83	30.5%
TOTAL GENERAL		200,000	0	200,000	60,912.17	.00	139,087.83	30.5%
TOTAL EXPENSES		200,000	0	200,000	60,912.17	.00	139,087.83	