



Board of Supervisors

Dwight Ceresola, 1st District

Kevin Goss, Vice Chair, 2nd District

Thomas McGowan, 3rd District

Mimi Hall, Chair, 4th District

Jeff Engel, 5th District

Allen Hiskey, Clerk of the Board

Kristina Rogers, Deputy Clerk of the Board

AGENDA FOR REGULAR MEETING

JANUARY 20, 2026, TO BE HELD AT 10:00 AM

520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.

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 regular 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.

CONSENT AGENDA: These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.



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=SGISeGpLVG9wQWtRSnNUM25mczlVZz09> 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

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

ACTION AGENDA

1. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

A. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Quincy Tow Service and Repair Inc., to provide towing services; effective October 25, 2025; not to exceed \$9,999.00; (General Fund Impact) as approved in adopted budget (various budgets); approved as to form by County Counsel.

B. BEHAVIORAL HEALTH

- 1) Approve and authorize Plumas County Behavioral Health to pay CEP America Psychiatry a non-contract \$7,108.00 invoice, Specialty Mental Health doctor fees; (No General Fund Impact) State and Federal Funds.

C. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Idea Engineering Inc.; effective January 20, 2026; not to exceed \$34,000.00; (No General Fund Impact); Opioid Settlement Funds; approved as to form by County Counsel.
- 2) Approve and authorize Public Health Agency to recruit and fill, funded and allocated, a vacant 0.875 FTE Assistant Cook for Quincy Nutrition Center's Senior Services; (General Fund Impact) as approved in the FY25/26 adopted budget.

D. COUNTY COUNSEL

- 1) Approve and authorize Chair to sign an agreement between Plumas County and Prentiss Law and Associates to provide Public Defender attorney services upon court order; effective January 26, 2026, through June 30, 2027; not to exceed \$9,597.88 per month; (General Fund Impact) as approved in FY25/26 budget (20320/526900) Public Defender/Contracts; approved as to form by County Counsel.

E. SOLID WASTE

- 1) Approve and authorize Chair to sign agreement between Plumas County Public Works and Vestra Resources Inc., for reporting assistance services; effective January 1, 2026; not to exceed \$25,190.00; No General Fund Impact; Solid Waste Funds; approved as to form by County Counsel.

F. FACILITY SERVICES & AIRPORTS

- 1) Approve and authorize Board Chair to waive facility-use fees for the use of the Courthouse grounds and Dame Shirley Plaza for the Quincy Chamber of Commerce to host their annual public event, Groundhog Fever Festival on Saturday, February 7, 2026. General Fund impact: loss of \$160 in revenue.

2. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Chad Hermann

- 1) Approve and authorize Chair to approve purchase by Plumas County Sheriff's Office to Bounce Imaging for the fixed asset purchase of Deployable camera system; total not to exceed \$19,100; (No General Fund Impact) State AB443 funds(70331/543900); discussion and possible action.
- 2) Approve and authorize Plumas County Sheriff's Office to recruit and fill, funded and allocated, vacant (1) FTE Communications Supervisor; (General Fund Impact) as approved in FY 25/26 Adopted budget.
- 3) Approve and authorize a capital improvement project for the Lassen and Plumas County Emergency Communications Integration Project (radio system upgrade). The total cost estimated for the project is \$1,630,563.00; (No General Fund Impact) Communications/Communications Equipment (70375-542200) \$850,000.00 and Sheriff's Small & Rural Law Enforcement Funds (AB443)/Communications Equipment (70331-542200) \$780,563.00; discussion and possible action. **Four/Fifths roll call vote**
- 4) Approve and authorize a supplemental budget request in the amount of \$732,225.00 to Sheriff's Small & Rural Law Enforcement (AB443) (department #70331), revenue account — Transfer In (#48000), and fixed asset expenditure account — Communications Equipment (#542200); approved by the Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**
- 5) Approve and authorize a budget transfer in the amount of \$48,338.00 for Sheriff's Small & Rural Funds (AB443) (70331) from services and supplies account for Maintenance Building & Grounds (521300) to fixed asset account for Communication Equipment (542200); approved by the Auditor-Controller; discussion and possible action. **Four/Fifths roll call vote**

- 6) Approve and authorize Chair to sign the first amendment to agreement between Plumas County Sheriff's Office and Berry Enterprises, Inc. dba Sierra Electronics; not to exceed \$2,000,000.00; (No General Fund Impact); Bureau of Justice Assistance grant funds, Sheriff's Communications funds, Secure Rural Schools - Title III allocated funds; approved as to form by County Counsel; discussion and possible action.

B. BOARD OF SUPERVISORS - Allen Hiskey

- 1) Approve and authorize a supplemental budget transfer of \$732,225.00 from Use of Fund Balance to CONTRIB/TRANS/OES/SHERIFF (#58516A #20027 Title III); approved by the Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

C. PLANNING - Tracey Ferguson

- 1) **CONTINUED PUBLIC HEARING TIME CERTAIN 11:00 AM:** Adopt the Franks Code Amendment (CA 6-24/25-02) **RESOLUTION** and **ZONING ORDINANCE** of the County of Plumas, State of California, first introduced on January 13, 2026, amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 12.8. Lot Line Adjustment, Sec. 9-2.1284. Requirements; Article 30. Agricultural Preserve Zone, Sec. 9-2.3004(c); Article 31. General Agriculture Zone, Sec. 9-2.3104(c); Article 32. Timberland Production Zone (TPZ), Sec. 9-2.3204(b); Article 33. General Forest Zone (GF), Sec. 9-2.3304(c); and Article 34. Mining Zone (M), Sec. 9-2.3404(c); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

D. AUDITOR-CONTROLLER - Martee Nieman

- 1) Approve and authorize supplemental budget transfer of \$365,884.00 from Fund Balance to ANN SOFTWARE FEE MAINT #510411 to cover software expenses no longer paid by Information Technologies, not budgeted during the budget meetings; approved by Auditor/Controller.
Four/Fifths roll call vote

3. BOARD OF SUPERVISORS

A. APPOINTMENTS

- 1) Appoint Darla Thompson and Charlotte Willis to the Grizzly Lake Community Services District (GLCSD) for a term ending December 2027; discussion and possible action.
- 2) Appoint Terry Williams, Edward Fruchtenicht, and Gray France to the Portola Cemetery District for a term ending December 2030; discussion and possible action.

B. Informational Item Only: Ralph M. Brown Act, wholesale update of the Brown Act under Senate Bill (SB) 707; discussion item only.

C. Approve and authorize Chair to sign the Secure Rural Schools and Community Self-Determination Act of 2000 Certification of Title III expenditures by Plumas County; discussion and action.

D. Argument in Favor of Plumas County Essential Public Services Sales Tax Measure; discussion and possible action.

E. Approve and authorize the Chair to sign a Letter addressed to Local Agency Formation Commission regarding the request for Coordination on Fire District Boundary and Sphere of Influence GIS Data; discussion and possible action.

F. Correspondence and weekly reports by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public Employee Performance Evaluation: Building Director (Board Only)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

5. ADJOURNMENT

Adjourned meeting to Tuesday, February 3, 2026, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sarah Novak, Sheriff's Fiscal Officer

MEETING DATE: January 20, 2026

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Quincy Tow Service and Repair Inc., to provide towing services; effective October 25, 2025; not to exceed \$9,999.00; (General Fund Impact) as approved in adopted budget (various budgets); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Quincy Tow Service and Repair Inc., to provide towing services; effective October 25, 2025; not to exceed \$9,999.00; (General Fund Impact) as approved in adopted budget (various budgets); approved as to form by County Counsel.

Background and Discussion:

Contract to provide Sheriff's Office with towing services.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Quincy Tow Service and Repair Inc., to provide towing services; effective October 25, 2025; not to exceed \$9,999.00; (General Fund Impact) as approved in adopted budget (various budgets); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in adopted budget (various budgets)

Attachments:

1. Quincy Tow 2025 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Quincy Tow Service and Repair Inc. (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Thousand, Nine Hundred and Ninety-Nine Dollars (\$9,999.00).
3. **Term.** The term of this agreement shall be from October 25, 2025 through October 24, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from October 25, 2025, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured

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endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

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this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Business-to-Business Relationship.** Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation (“business service provider”) that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit “A” without restriction by County. County is interested only in the results to be achieved from Contractor’s performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor’s performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys’ fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor’s services.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.

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16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Office
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Sarah Novak

Contractor:

Quincy Tow
180 Nugget Lane
Quincy, CA 95971
Attention: Brian Wood

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23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
 - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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27. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Quincy Tow Service and Repair, Inc.

By: _____

Name: Robert Wood

Title: President

Date signed:

By: _____

Name: Doreene Wood

Title: Secretary

Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____

Name: Chad Herman

Title: Sheriff/Coroner

Date signed:

By: _____

Name:

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

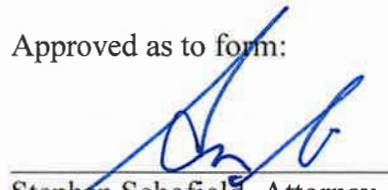
By: _____

Name: Allen Hiskey

Title: Clerk, Board of Supervisors

Date signed:

Approved as to form:


Stephen Schofield, Attorney
County Counsel's Office

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EXHIBIT A

Scope of Work

1. SUMMARY DESCRIPTION

Contractor is to provide the following towing and automotive repairs services on an as-needed basis upon request of the County:

- a. Towing services
- b. Lube, oil, and filter changes (LOF)
- c. Repair and maintenance of Sheriff's Office vehicles and boats

Contractor shall furnish County with all qualified labor, materials, facilities, equipment, and transportation necessary to tow department vehicles and to remove and abate vehicles and/or all parts/debris thereof from private property or public streets for which County provides Contractor with tow request as described herein.

2. TOW PROCESS – ALL ABATEMENTS

- a. **TOW REQUEST:** Contractor shall dispatch towing equipment upon receipt of Tow Request. County representative will make Tow Requests by phone call to the Contractor, which shall be answered by Contractor at all times between the hours of 8:00am and 5:00pm Monday through Friday, excluding County observed holidays. A County Code Enforcement Representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the Contractor to remove and tow the vehicle to Contractor's storage facility.
- b. **DOCUMENTATION:** Contractor's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.
- c. **INSPECTION OF VEHICLE IDENTIFICATION NUMBERS AND LICENSE PLATES:** Prior to hook-up/loading of vehicles to be abated, Contractor's tow drivers shall inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage

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report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, Contractor shall immediately notify County's Code Enforcement representative for direction.

- d. **TOWING:** Contractor shall utilize tow truck drivers, tow truck classifications, and equipment specification and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.
- e. **PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS:** All vehicles shall be handled by Contractor in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage which occurs to towed vehicles or contents while in possession of the Contractor, shall be solely the Contractor's responsibility.
- f. **PREVENTION OF DAMAGE TO ABATEMENT SITE:** Contractor shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before Contractor towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc. resulting from the performance of this Agreement by Contractor shall be repaired to the satisfaction of County at Contractor's expense.
- g. **DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:**
 - (1) Within three (3) days after the towing of a vehicle hereunder, Contractor shall provide County Code Enforcement representative with a report of Contractor's estimated value of the vehicle towed. Such report shall include the estimated value, identify of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to Contractor on the Tow and Storage Report).
 - (2) If County Code Enforcement representative questions Contractor's estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimates of vehicle values indicate a low book value higher than Contractor's estimate and when year and/or exterior appearance are at odds with Contractor's estimate, Contractor shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

3. STORAGE FACILITY REQUIREMENTS

Contractor shall comply with the following storage facility requirements:

- a. **POSTING OF NOTICE AS REQUIRED BY VEHICLE CODE SECTION 22850.3:** Contractor shall conspicuously post at each of its storage facilities where vehicles towed under this agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 228850 may be released only on proof of current registration."
- b. **24-HOUR PUBLIC ACCESS TELEPHONE LINE:** Contractor shall maintain at all times a telephone line accessible by the public 24-hours per day, seven days per week, which Contractor shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in Contractor's possession.

4. DISPOSITION OF VEHICLES

- a. **VEHICLES TOWED FROM PRIVATE PROPERTY:** All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22611(f) and 22662.

- b. **VEHICLES TOWED FROM PUBLIC RIGHT OF WAY**

- (1) **Minimum 15-Day Storage:** Contractor shall store all vehicles towed under this agreement for a minimum of 15 days before making final disposition. Contractor shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of Contractor's tow and storage fees charges in accordance with the California Vehicle Code.

- (2) **Final Disposition:** If vehicles are not claimed during the foregoing 15-day storage period, Contractor is authorized to make final disposition of the vehicles according to the following procedures:

1. **DMV Forms REG 462 Junk:** If, during the 15-day storage period, County Code Enforcement provides Contractor with completed Department of Motor Vehicles (DMV) Form REG 462 for vehicles valued at \$500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by Contractor under this agreement shall be removed to the Vehicle Dismantler Service Contract Holder for processing as scrap, or for sale of parts or recycling of parts. If the vehicle is taken to another licensed scrap-

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

yard or automobile dismantler's an additional towing fee will not be paid.

2. Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, Contractor shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, Contractor shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, Contractor shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.
3. Motorhomes and Travel Trailers: All motorhomes and travel trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: Contractor shall assure that all refrigerant, coolant, oils, fuels, lubricants, and other hazardous materials are properly and safely drained from vehicles abated under this agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

(4) Disposition of Personal Property in Vehicles: Contractor shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. Contractor shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period if personal property in vehicles has not been retrieved by the registered owner, Contractor may dispose of any such property in accordance with applicable laws.

5. RECORDS, AUDITS, AND REPORTS

- a. In conjunction with Paragraph 24 of this agreement, Contractor shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by Contractor in the preceding month. Such monthly reports shall include all the information listed in subparagraph D below.

_____ COUNTY INITIALS _____ CONTRACTOR INITIALS _____

- b. Contractor shall maintain records of vehicles abated under this agreement for a period of four (4) years. Such records shall be open to inspection immediately during regular business hours upon the request of County.
- c. At minimum, Contractor's records shall include the following with the dates of each action:
 - (1) Case number assigned by County's Code Enforcement
 - (2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification
 - (3) Name or employee number of tow truck driver who performed the abatement
 - (4) Name, address, and phone number of person, if available, whose vehicle was towed
 - (5) Vehicle identification number (VIN), license number, year, make, and model of each vehicle abated
 - (6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property
 - (7) Location to which the vehicle was towed
 - (8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.)

6. MOTOR CARRIER PERMIT

- a. Contractor shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this agreement. Contractor shall immediately notify County in writing of any changes in the permit.

7. TOW TRUCK DRIVER REQUIREMENTS

- a. Competency: Contractor shall ensure tow truck drivers performing services under this agreement are qualified and competent employees. Contractor shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18-years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.
- b. Criminal Convictions as Prohibition from Performing Services:

_____ COUNTY INITIALS _____ CONTRACTOR INITIALS _____

- (1) County may prohibit Contractor or any of its drivers from performing services under this agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or contractor's drivers would perform the duties under this agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.
- (2) Notwithstanding the foregoing, County shall not prohibit performance of services under this agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.
 1. DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date, and maintain Pull notices on fill and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

8. TOW TRUCK CLASIFICATIONS AND EQUIPMENT SPECIFICATIONS

Contractor shall equip and maintain tow truck(s) utilized in performance of this agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guide, CHP Form 234B (Rev. 3-15). Tow trucks shall display Contractor's name, city, and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down traps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

9. TOW TRUCKS – REQUIRED INSPECTIONS

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

- a. When responding to tow requests pursuant to this agreement, Contractor shall use only tow vehicles that are currently included in Contractors Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.
- b. County shall have the right to inspect and evaluate the suitability of any/all of the Contractors tow vehicles, equipment, and facilities to be used in performance of this agreement.

10. PUBLICATION OF DOCUMENTS AND DATA

Contractor shall not publish, or disclose to any third party documents, data, or any confidential information relative to the work of the County or Plumas, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation or the rights of either the County of Plumas or the Contractor.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

1. Towing Light Duty 9am-5pm: \$150.00 hook up and additional \$10.00 per mile after 5 miles
2. Towing Light Duty 5pm-9am + Weekends: \$175.00 hook up and additional \$10.00 per mile after 5 miles
3. Accident Hourly Towing Light Duty: \$300.00/hour port to port
4. Heavy Duty Towing: \$450.00/hour port to port
5. Automotive Shop Rate: \$150.00/hour
6. Heavy Duty/Marine Shop Rate: \$175/hour
7. Abated/Abandoned Vehicle Program Fees
 - a. Abated/Abandoned Vehicle: \$250.00 per hour
 - b. Motorhomes, RV's, Trailers, Boats: \$500.00 per hour
 - c. Large Farm Equipment (requiring Class D truck): \$750.00 per hour
 - d. Vehicle Storage will be paid by the vehicle's registered owner per California Vehicle Code, at the towing/dismantling company's posted rate.
 - e. Individual Tires: \$3.00 each
 - f. Individual Tires Mounted on Rims/Wheels: \$10.00 each
 - g. Miscellaneous scrap/recyclable material: No Charge

If vehicles are held over at the towing company's facility (other than the minimum 15 days required by California Vehicle Code, an additional towing fee will not be paid from the towing facility to the dismantling facility.

If vehicles are towed from the towing company's facility to any other dismantling facility, except for the Vehicle Dismantler Service Contract holder with Plumas County (Axe's Boneyard), an additional towing fee will not be paid from the towing facility to the dismantling facility.

County shall be provided with a written estimate prior to any repairs. County shall not be responsible for any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing.

Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

In no event shall the total compensation paid under this Agreement exceed **\$9,999**, and Contractor shall not bill or be paid in excess of this not-to-exceed amount.

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CONTRACTOR INITIALS _____



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: January 20, 2026

SUBJECT: Approve and authorize Plumas County Behavioral Health to pay CEP America Psychiatry a non-contract \$7,108.00 invoice, Specialty Mental Health doctor fees; (No General Fund Impact) State and Federal Funds.

Recommendation:

Approve and authorize Plumas County Behavioral Health to pay CEP America Psychiatry a non-contract \$7,108.00 invoice, Specialty Mental Health doctor fees; (No General Fund Impact) State and Federal Funds.

Background and Discussion:

Approve and authorize Plumas County Behavioral Health to pay CEP America Psychiatry a non-contract \$7,108.00 invoice, Specialty Mental Health doctor fees; (No General Fund Impact) State and Federal Funds

Action:

Approve and authorize Plumas County Behavioral Health to pay CEP America Psychiatry a non-contract \$7,108.00 invoice, Specialty Mental Health doctor fees.

Fiscal Impact:

(No General Fund Impact) State and Federal Funds;

Attachments:

1. 01092026_008

PLUMAS COUNTY
270 COUNTY HOSPITAL RD 109
QUINCY CA 95971 9173

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

1. PICA PIUMAS COUNTY		2. MEDICARE Medicare #		3. MEDICAID Medicaid #		4. TRICARE ID#		5. CHAMPVA Member ID#		6. GROUP HEALTH PLAN		7. FECA BLK LUNG ID#		8. OTHER			
9. PATIENT'S NAME (Last Name, First Name, Middle Initial)		10. PATIENT'S BIRTH DATE		11. SEX		12. PATIENT'S RELATIONSHIP TO INSURED		13. RESERVED FOR NUCC USE		14. INSURED'S I.D. NUMBER		(For Program in Item 1)					
15. PATIENT'S ADDRESS (No., Street)		16. CITY		17. STATE		18. ZIP CODE		19. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		20. INSURED'S NAME (Last Name, First Name, Middle Initial)		21. INSURED'S ADDRESS (No., Street)					
22. CITY		23. STATE		24. ZIP CODE		25. TELEPHONE (Include Area Code)		26. PATIENT'S CONDITION RELATED TO:		27. INSURED'S POLICY GROUP OR FECA NUMBER		28. INSURED'S DATE OF BIRTH					
29. ZIP CODE		30. TELEPHONE (Include Area Code)		31. SEX		32. OTHER CLAIM ID (Designated by NUCC)		33. INSURANCE PLAN NAME OR PROGRAM NAME		34. IS THERE ANOTHER HEALTH BENEFIT PLAN?		35. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.					
36. OTHER INSURED'S POLICY OR GROUP NUMBER		37. a. EMPLOYMENT? (Current or Previous)		38. b. AUTO ACCIDENT?		39. c. OTHER ACCIDENT?		40. d. INSURANCE PLAN NAME OR PROGRAM NAME		41. e. CLAIM CODES (Designated by NUCC)		42. f. YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		43. g. YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If yes, complete items 9. 9a and 9d.			
44. c. RESERVED FOR NUCC USE		45. a. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		46. b. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		47. c. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		48. d. BH MEDI CAL		49. e. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		50. f. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					
51. READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.		52. 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.		53. 13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.													
54. SIGNATURE ON FILE		55. 12 02 25		56. SIGNATURE ON FILE													
57. SIGNED _____ DATE _____		58. 14. DATE OF CURRENT ILLNESS, INJURY, OR PREGNANCY (LMP) MM DD YY QUAL		59. 15. OTHER DATE MM DD YY QUAL		60. 16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY											
61. 17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a _____ 17b. NP _____		62. 18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 10 25 25 TO 11 02 25															
63. 19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) A. F34.0 B. _____ C. _____ D. _____ E. _____ F. _____ G. _____ H. _____ I. _____ J. _____ K. _____		64. 20. OUTSIDE LAB? \$ CHARGES YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>															
65. 21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) A. F34.0 B. _____ C. _____ D. _____ E. _____ F. _____ G. _____ H. _____ I. _____ J. _____ K. _____		66. 22. RESUBMISSION CODE ORIGINAL REF NO.															
67. 23. PRIOR AUTHORIZATION NUMBER NPI _____ NPI _____ NPI _____ NPI _____ NPI _____ NPI _____		68. 24. a. DATE(S) OF SERVICE From MM DD YY To MM DD YY b. PLACE OF SERVICE c. EMG d. OPT HPOS e. MODIFIER f. DIAGNOSIS g. POINTER h. \$ CHARGES i. DAYS OR UNITS j. REPS/2nd k. ID. QUAL. l. RENDERING PROVIDER ID. #															
69. 1 10 27 25 10 27 25 51 99233		70. 2 A 647 00 1 NPI 1952718652															
71. 2 10 27 25 10 27 25 51 90833		72. 3 A 496 00 1 NPI 1952718652															
73. 4		74. 5															
75. 6		76. 25. FEDERAL TAX ID NUMBER SSN EIN 81 1306232 <input checked="" type="checkbox"/>		77. 26. PATIENT'S ACCOUNT NO H2000000699501		78. 27. ACCEPT ASSIGNMENT? For govt. claims, see back! YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		79. 28. TOTAL CHARGE \$ 1143 00		80. 29. AMOUNT PAID \$		81. 30. Revd for NUCC use					
82. 31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) ABISHEK REDDY M D state 61599 12 02 25		83. 32. SERVICE FACILITY LOCATION INFORMATION MILLS HLTH CTR 100 S SAN MATEO DR SAN MATEO CA 94401-3805		84. 33. BILLING PROVIDER INFO & PH. # (800) 498 7157 CEP AMERICA PSYCHIATRY PC #2637 1601 CUMMINS DR STE D MODESTO CA 95358-6411													
85. a. 1043670342		86. b. 1396435921		87. a. 1396435921		88. b. E181 1306232											



PLUMAS COUNTY
270 COUNTY HOSPITAL RD 109
QUINCY CA 95971 9173

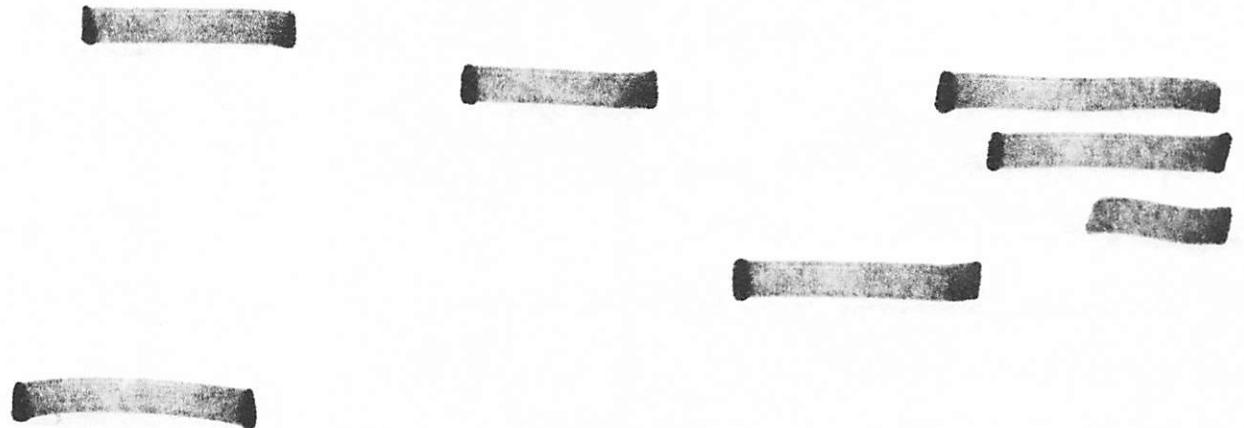
HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

PLUMAS COUNTY

1. MEDICARE		MEDICAID		TRICARE		CHAMPVA	GROUP HEALTH PLAN	FECA	OTHER	1a. INSURED'S I.D. NUMBER		(For Program in Item 1)			
<input type="checkbox"/> Medicare #		<input type="checkbox"/> Medicaid #		<input type="checkbox"/> DOD DoD #		Member C#	ID#	BLK LUNG	ID#	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)						3. PATIENT'S BIRTH DATE		SEX		- INSURED'S NAME (Last Name, First Name, Middle Initial)					
										SAME					
4. PATIENT'S ADDRESS (No., Street)						5. PATIENT RELATIONSHIP TO INSURED				6. INSURED'S ADDRESS (No., Street)					
						Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>				SAME					
CITY		STATE		7. RESERVED FOR NUCC USE		CITY		STATE							
[REDACTED] 95971		CA													
8. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)						9. IS PATIENT'S CONDITION RELATED TO:						10. INSURED'S POLICY GROUP OR FECA NUMBER			
						a. EMPLOYMENT? (Current or Previous)						b. INSURED'S DATE OF BIRTH			
						<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						SEX			
						b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						M <input type="checkbox"/> F <input checked="" type="checkbox"/>			
						c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						d. OTHER CLAIM ID (Designated by NUCC)			
												e. INSURANCE PLAN NAME OR PROGRAM NAME			
												BH MEDI CAL			
												f. IS THERE ANOTHER HEALTH BENEFIT PLAN?			
												<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a and 9d.			
11. READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.												12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.			
SIGNATURE ON FILE												12 02 25			
SIGNED _____ DATE _____												13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.			
14. DATE OF CURRENT ILLNESS, INJURY, OR PREGNANCY (LMP): MM DD YY												15. OTHER DATE MM DD YY			
QUAL												QUAL			
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM MM DD YY												17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. _____			
TO MM DD YY												17b. NPI _____			
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 10 25 25 TO 11 02 25												19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)			
20. OUTSIDE LAB? \$ CHARGES												21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) ICD IND. 0			
A. E34.0 B. _____ C. _____ D. _____												22. RESUBMISSION CODE ORIGINAL REF. NO.			
E. _____ F. _____ G. _____ H. _____												23. PRIOR AUTHORIZATION NUMBER			
J. RENDERING PROVIDER ID. #												K. _____			
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY												B. C. D. PROCEDURES SERVICES OP SUPPLIES (Explain Unusual Circumstances) E. DIAGNOSIS F. G. H. I. J. RENDERING PROVIDER ID. #			
SERVICE ENR CPTHCPCS MODIFIER POINTER												\$ CHARGES DAYS UNITS FEE/UNIT ID. QUAL.			
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2												NPI			
3												NPI			
4												NPI			
5												NPI			
6												NPI			
25. FEDERAL TAX ID NUMBER SSN EIN						26. PATIENT'S ACCOUNT NO.		27. ACCEPT ASSIGNMENT? <small>For govt claims, see back.</small>		28. TOTAL CHARGE		29. AMOUNT PAID		30. Rsvd for NUCC use	
81 1306232 <input checked="" type="checkbox"/>						H2000000699501 <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		\$ 1255 00		\$					
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)						32. SERVICE FACILITY LOCATION INFORMATION						33. BILLING PROVIDER INFO & PH. # (800) 498 7157			
CAI CHEN D/ 20A1912 12 02 25						MILLS HLTH CTR 100 S SAN MATEO DR SAN MATEO CA 94401-3805						CEP AMERICA PSYCHIATRY PC 1601 CUMMINS DR STE D MODESTO CA 95358-6411			
34. BILLING PROVIDER INFO & PH. # (800) 498 7157						35. BILLING PROVIDER INFO & PH. # (800) 498 7157						36. BILLING PROVIDER INFO & PH. # (800) 498 7157			
37. BILLING PROVIDER INFO & PH. # (800) 498 7157						38. BILLING PROVIDER INFO & PH. # (800) 498 7157						39. BILLING PROVIDER INFO & PH. # (800) 498 7157			
30. Rsvd for NUCC use						31. BILLING PROVIDER INFO & PH. # (800) 498 7157						40. BILLING PROVIDER INFO & PH. # (800) 498 7157			
32. SERVICE FACILITY LOCATION INFORMATION						33. BILLING PROVIDER INFO & PH. # (800) 498 7157						41. BILLING PROVIDER INFO & PH. # (800) 498 7157			
34. BILLING PROVIDER INFO & PH. # (800) 498 7157						35. BILLING PROVIDER INFO & PH. # (800) 498 7157						42. BILLING PROVIDER INFO & PH. # (800) 498 7157			
36. BILLING PROVIDER INFO & PH. # (800) 498 7157						37. BILLING PROVIDER INFO & PH. # (800) 498 7157						43. BILLING PROVIDER INFO & PH. # (800) 498 7157			
38. BILLING PROVIDER INFO & PH. # (800) 498 7157						39. BILLING PROVIDER INFO & PH. # (800) 498 7157						44. BILLING PROVIDER INFO & PH. # (800) 498 7157			
40. BILLING PROVIDER INFO & PH. # (800) 498 7157						41. BILLING PROVIDER INFO & PH. # (800) 498 7157						45. BILLING PROVIDER INFO & PH. # (800) 498 7157			
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44. BILLING PROVIDER INFO & PH. # (800) 498 7157						45. BILLING PROVIDER INFO & PH. # (800) 498 7157						47. BILLING PROVIDER INFO & PH. # (800) 498 7157			
46. BILLING PROVIDER INFO & PH. # (800) 498 7157						47. BILLING PROVIDER INFO & PH. # (800) 498 7157						48. BILLING PROVIDER INFO & PH. # (800) 498 7157			
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PRIMARY

3

PLUMAS COUNTY
270 COUNTY HOSPITAL RD 109
QUINCY CA 95971 9173

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02-12

PICA

PICA PLUMAS COUNTY		PICA	
1. MEDICARE <input type="checkbox"/> (Medicare #) <input type="checkbox"/> (Medicaid #) <input type="checkbox"/> (ID# DOB#)	2. PATIENT'S NAME (Last Name, First Name, Middle Initial) [REDACTED]	3. PATIENT'S BIRTH DATE MM DD YY <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	4. INSURED'S I.D. NUMBER (For Program in Item 1) [REDACTED]
5. CITY [REDACTED]	6. STATE CA	7. PATIENT'S RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other	8. INSURED'S NAME (Last Name, First Name, Middle Initial) SAME
9. CITY [REDACTED]	10. STATE CA	11. PATIENT'S ADDRESS (No. Street) [REDACTED]	12. INSURED'S ADDRESS (No. Street) SAME
13. ZIP CODE 95971	14. TELEPHONE (Include Area Code) [REDACTED]	15. INSURED'S POLICY GROUP OR FECA NUMBER [REDACTED]	16. CITY [REDACTED]
17. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial) [REDACTED]	18. OTHER INSURED'S POLICY OR GROUP NUMBER [REDACTED]	19. IS PATIENT'S CONDITION RELATED TO EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	20. INSURED'S DATE OF BIRTH MM DD YY <input type="checkbox"/> M <input checked="" type="checkbox"/> F
21. RESERVED FOR NUCC USE [REDACTED]	22. RESERVED FOR NUCC USE [REDACTED]	23. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE: State [REDACTED]	24. OTHER CLAIM ID (Designated by NUCC) [REDACTED]
25. RESERVED FOR NUCC USE [REDACTED]	26. RESERVED FOR NUCC USE [REDACTED]	27. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO [REDACTED]	28. INSURANCE PLAN NAME OR PROGRAM NAME BH MEDI CAL
29. INSURANCE PLAN NAME OR PROGRAM NAME [REDACTED]	30. CLAIM CODES (Designated by NUCC) [REDACTED]	31. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a and 9d.	32. SIGNATURE ON FILE
33. READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM. 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.		34. SIGNATURE ON FILE	
35. SIGNED _____ DATE _____		36. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM MM DD YY TO MM DD YY	
37. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. _____ 17b. NPI _____		38. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 10 25 25 TO 11 02 25	
39. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) A. E34.0 B. _____ C. _____ D. _____ E. _____ F. _____ G. _____ H. _____ I. _____ J. _____ K. _____ L. _____		40. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
41. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to service line below (24E)) ICD Inc. 0 A. E34.0 B. _____ C. _____ D. _____ E. _____ F. _____ G. _____ H. _____ I. _____ J. _____ K. _____ L. _____		42. RESUBMISSION CODE ORIGINAL REF. NO.	
43. PRIOR AUTHORIZATION NUMBER 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____		44. RENDERING PROVIDER ID # NPI 1952718652 NPI 1952718652 NPI NPI NPI NPI	
45. FEDERAL TAX I.D. NUMBER SSN EIN 81 1306232 <input checked="" type="checkbox"/>		46. PATIENT'S ACCOUNT NO H2000000699501 <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
47. ACCEPT ASSIGNMENT? (For govt. claims see back) <input checked="" type="checkbox"/>		48. TOTAL CHARGE \$ 949.00	
49. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) ABISHEK REDDY M D 1461599 12 02 25		50. AMOUNT PAID \$	
51. SERVICE FACILITY LOCATION INFORMATION MILLS HLTH CTR 100 S SAN MATEO DR SAN MATEO CA 94401-3805		52. BILLING PROVIDER INFO & PH. # (800) 498 7157 CEP AMERICA PSYCHIATRY PC 1601 CUMMINS DR STE D MODESTO CA 95358-6411	
53. Rsvd for NUCC use		54. APPROVED OMB 0938-1197 FORM 1500 (02-12) Page 28 of 221 0003 CV 99995	



PLUMAS COUNTY
270 COUNTY HOSPITAL RD 109
QUINCY CA 95971 9173

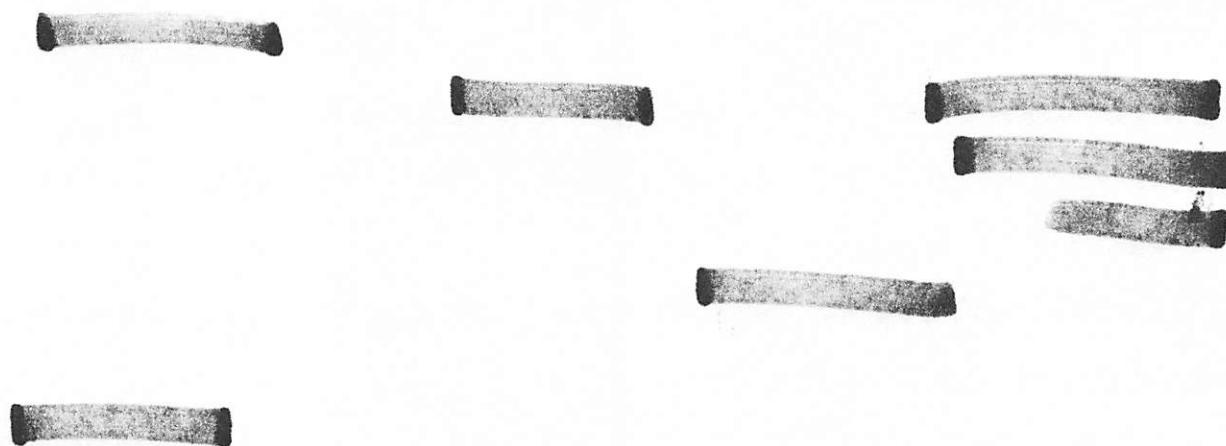
HEALTH INSURANCE CLAIM FORM

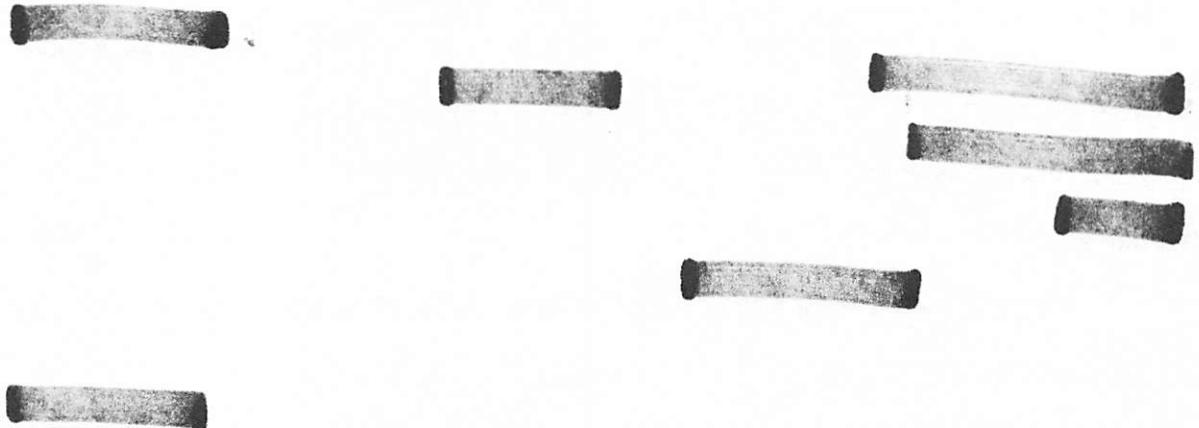
APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02-12

PICA

PLUMAS COUNTY

1. MEDICARE <input type="checkbox"/> (Medicare #) <input type="checkbox"/> (Medicaid #) <input type="checkbox"/> (ID# DoD#) <input type="checkbox"/> Member Of, <input type="checkbox"/> ID# <input type="checkbox"/> ID# <input type="checkbox"/> ID#	2. PATIENT'S NAME (Last Name, First Name, Middle Initial) [REDACTED]	3. PATIENT'S BIRTH DATE MM DD YY <input type="checkbox"/> X	4. PATIENT'S SEX Male <input type="checkbox"/> Female <input type="checkbox"/> X	5. PATIENT'S ADDRESS (No., Street) [REDACTED]	6. PATIENT'S RELATIONSHIP TO INSURED Son <input type="checkbox"/> X Daughter <input type="checkbox"/> Other <input type="checkbox"/>	7. PATIENT'S STATE CA	8. RESERVED FOR NUCC USE	9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial) [REDACTED]	10. PATIENT'S CONDITION RELATED TO a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input type="checkbox"/> X NO	11. INSURED'S POLICY GROUP OR FECA NUMBER	
a. OTHER INSURED'S POLICY OR GROUP NUMBER		b. AUTO ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> X NO		c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> X NO		d. INSURANCE PLAN NAME OR PROGRAM NAME BH MEDI CAL		e. INSURED'S DATE OF BIRTH MM DD YY <input type="checkbox"/> M <input type="checkbox"/> F X			
b. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> X NO		d. INSURANCE PLAN NAME OR PROGRAM NAME BH MEDI CAL		e. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input type="checkbox"/> X NO		f. OTHER CLAIM ID (Designated by NUCC)			
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM. 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.										13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.	
SIGNATURE ON FILE SIGNED _____ DATE _____					SIGNATURE ON FILE SIGNED _____						
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.		15. OTHER DATE MM DD YY QUAL.		16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY							
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. _____ 17b. NPI. _____		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 10 25 25 TO 11 02 25									
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)										20. OUTSIDE LAB? <input type="checkbox"/> YES <input type="checkbox"/> X NO S CHARGES	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to services line below (24E)) ICD Inc. 0 A. F34.0 B. _____ C. _____ D. _____ E. _____ F. _____ G. _____ H. _____ I. _____ J. _____ K. _____ L. _____										22. RESUBMISSION CODE ORIGINAL REF. NO.	
23. PRIOR AUTHORIZATION NUMBER 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____										NPI 1952718652 NPI 1952718652 NPI NPI NPI NPI	
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE C. SERVICE EMG		D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT HCPCS		E. DIAGNOSIS MODIFIER I. POINTER		F. S CHARGES	G. DAYS OF UNITS	H. EPSC 3/24	I. ID. QUAL.	J. RENDERING PROVIDER ID. #	
1 10 29 25	10 29 25 51	99232	A	453 00	1	NPI 1952718652					
2 10 29 25	10 29 25 51	90833	A	496 00	1	NPI 1952718652					
3						NPI					
4						NPI					
5						NPI					
6						NPI					
25. FEDERAL TAX ID NUMBER 81 1306232		SSN EIN <input type="checkbox"/> X	26. PATIENT'S ACCOUNT NO H2000000699501	27. ACCEPT ASSIGNMENT <input type="checkbox"/> YES <input type="checkbox"/> X NO For Govt. claims see back	28. TOTAL CHARGE \$ 949 00	29. AMOUNT PAID \$	30. Rsvd for NUCC use				
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) ABISHEK REDDY M D A161599 12 02 25										32. SERVICE FACILITY LOCATION INFORMATION MILLS HLTH CTR 100 S SAN MATEO DR SAN MATEO CA 94401-3805	33. BILLING PROVIDER INFO & PH. # (800) 498 7157 CEP AMERICA PSYCHIATRY PC 1601 CUMMINS DR STE D MODESTO CA 95358-6411
34. SERVICE FACILITY LOCATION INFORMATION a. 1043670342 b. 1396435921 b. EI 81 1306232											





PLUMAS COUNTY
270 COUNTY HOSPITAL RD 109
QUINCY CA 95971 9173

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02-12

PICA

PLUMAS COUNTY

1. MEDICARE		MEDICAID		TRICARE		CHAMPVA	GROUP HEALTH PLAN	FECA	OTHER	1a. INSURED'S I.D. NUMBER	(For Program in Item 1)							
<input type="checkbox"/> Medicare #		<input type="checkbox"/> Medicaid #		<input type="checkbox"/> DoD #		<input type="checkbox"/> Member ID#	<input type="checkbox"/> I.D#	<input type="checkbox"/> MD#	<input checked="" type="checkbox"/> X	<input type="checkbox"/> I.D#								
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)										3. PATIENT'S BIRTH DATE	SEX	4. INSURED'S NAME (Last Name, First Name, Middle Initial)						
										<input type="checkbox"/> MM	<input type="checkbox"/> DD	<input checked="" type="checkbox"/> X	<input type="checkbox"/> SAME					
5. PATIENT'S ADDRESS (No. Street)										6. PATIENT'S RELATIONSHIP TO INSURED		7. INSURED'S ADDRESS (No. Street)						
										<input checked="" type="checkbox"/> Spouse	<input type="checkbox"/> Child	<input type="checkbox"/> Other	<input type="checkbox"/> SAME					
8. CITY										STATE	9. RESERVED FOR NUCC USE	CITY						
										CA	STATE							
10. ZIP CODE		TELEPHONE (Include Area Code)								ZIP CODE		TELEPHONE (Include Area Code)						
▲ 95971												()						
11. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)										12. PATIENT'S CONDITION RELATED TO	13. INSURED'S POLICY GROUP OR FECA NUMBER							
										<input type="checkbox"/> EMPLOYMENT? Current or Previous	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	14. INSURED'S DATE OF BIRTH				
a. OTHER INSURED'S POLICY OR GROUP NUMBER										<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	<input type="checkbox"/> M					
b. RESERVED FOR NUCC USE										<input type="checkbox"/> AUTO ACCIDENT?	PLACE State		<input type="checkbox"/> F					
										<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	<input type="checkbox"/> X					
c. RESERVED FOR NUCC USE										<input type="checkbox"/> OTHER ACCIDENT?			15. INSURANCE PLAN NAME OR PROGRAM NAME					
										<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	BH MEDI CAL					
d. INSURANCE PLAN NAME OR PROGRAM NAME										16. CLAIM CODES (Designated by NUCC)		16. IS THERE ANOTHER HEALTH BENEFIT PLAN?						
												<input type="checkbox"/> YES <input checked="" type="checkbox"/> X <input type="checkbox"/> NO						
17. READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.										17a		If yes, complete items 9, 9a and 9d.						
18. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.										17b NPI		19. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.						
SIGNATURE ON FILE										12 02 25		SIGNATURE ON FILE						
SIGNED _____ DATE _____												SIGNED _____						
20. DATE OF CURRENT ILLNESS, INJURY, OR PREGNANCY (LMP) MM DD YY										21. OTHER DATE MM DD YY	22. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM MM DD YY TO MM DD YY							
										<input type="checkbox"/> QUAL.								
23. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a										17b NPI	24. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 10 25 25 TO 11 02 25							
25. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)										25. OUTSIDE LAB? S CHARGES								
										<input type="checkbox"/> YES <input checked="" type="checkbox"/> X <input type="checkbox"/> NO								
26. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below 24E. ICD Inc 0										26. RESUBMISSION CODE ORIGINAL REF. NO								
A. F34.0										27. PRIOR AUTHORIZATION NUMBER								
B. _____ C. _____ D. _____																		
E. _____ F. _____ G. _____ H. _____																		
I. _____ J. _____ K. _____ L. _____																		
28. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY										B. PLACE OF SERVICE C. SERVICE	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS	F. CHARGES	G. DAYS OF UNITS	H. EPSPOT PAY#	I. ID QUAL.	J. RENDERING PROVIDER ID #	
1 10 31 25 10 31 25 51										EMG	CPT/HCPCS	MODIFIER	POINTER					
2 10 31 25 10 31 25 51														1 453 00	1		NPI	1952718652
3 10 31 25 10 31 25 51																		NPI
4 10 31 25 10 31 25 51																		NPI
5 10 31 25 10 31 25 51																		NPI
6 10 31 25 10 31 25 51																		NPI
29. FEDERAL TAX I.D. NUMBER SSN EIN 81 1306232 X										30. PATIENT'S ACCOUNT NO H2000000699501	31. ACCEPT ASSIGNMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	32. TOTAL CHARGE \$ 949 00	33. AMOUNT PAID \$	34. Rsvd for NUCC use				
35. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)										36. SERVICE FACILITY LOCATION INFORMATION MILLS HLTH CTR 100 S SAN MATEO DR SAN MATEO CA 94401-3805			37. BILLING PROVIDER INFO & PH. # (800) 498 7157 CEP AMERICA PSYCHIATRY PC 1601 CUMMINS DR STE D MODESTO CA 95358-6411					
ABISHEK REDDY M D 1161599 12 02 25										a 1043670342	b	a 1396435921	b E181 1306232					

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



PRIMARY

7

PLUMAS COUNTY
270 COUNTY HOSPITAL RD 109
QUINCY CA 95971 9173

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02-12

PICA

CARRIER

PLUMAS COUNTY

1. MEDICARE	MEDICAID	TRICARE	CHAMPVA	GROUP HEALTH PLAN	FECA	OTHER	1a. INSURED'S I.D. NUMBER	(For Program in Item 1)
<input type="checkbox"/> Medicare #	<input type="checkbox"/> Medicaid #	<input type="checkbox"/> (DOD#)	<input type="checkbox"/> Member #	<input type="checkbox"/> (DOD#)	<input type="checkbox"/> BLK LUNG	<input type="checkbox"/> (DOD#)	<input type="checkbox"/> X	<input type="checkbox"/> C-

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)

3. PATIENT'S BIRTH DATE

SEX

4. INSURED'S NAME (Last Name, First Name, Middle Initial)

SAME

PATIENT'S ADDRESS (No., Street)

FX

CITY

STATE

CA

ZIP CODE

TELEPHONE (Include Area Code)

5. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)

6. PATIENT'S CONDITION RELATED TO

a. OTHER INSURED'S POLICY OR GROUP NUMBER

a. EMPLOYMENT (Current or Previous)

YES

X

NO

b. RESERVED FOR NUCC USE

b. AUTO ACCIDENT

PLACE (State)

YES

X

NO

c. RESERVED FOR NUCC USE

c. OTHER ACCIDENT

YES

X

NO

d. INSURANCE PLAN NAME OR PROGRAM NAME

10d. CLAIM CCODES (Designated by NUCC)

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNATURE ON FILE

12 02 25

SIGNED

DATE

14. DATE OF CURRENT ILLNESS, INJURY OR PREGNANCY (LMP) 15. OTHER DATE

MM DD YY

MM DD YY

QUAL

QUAL

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE

17a

MM DD YY

MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-d to service line below (24E) CD inc. 0

A. E34.0	B. _____	C. _____	D. _____
E. _____	F. _____	G. _____	H. _____
I. _____	J. _____	K. _____	L. _____

24. A. DATE(S) OF SERVICE	B. From	C. To	D. PROCEDURES SERVICES OR SUPPLIES	E. Explain Unusual Circumstances	F. DIAGNOSIS	G. H. I. J.				
MM DD YY	MM DD YY	PLACE OF SERVICE	EMG CPT/HCPCS	MODIFIER	POINTER	CHARGES	DAYS OF C. UNITS	EPSO P&P UNITS	ID. QUAL.	RENDERING PROVIDER ID. #

11 01 25	11 01 25	51	99232	A	453 00	1	NPI	1760916563
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2	1	1	1	1	1	1	NPI	
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3	1	1	1	1	1	1	NPI	
---	---	---	---	---	---	---	-----	--

4	1	1	1	1	1	1	NPI	
---	---	---	---	---	---	---	-----	--

5	1	1	1	1	1	1	NPI	
---	---	---	---	---	---	---	-----	--

6	1	1	1	1	1	1	NPI	
---	---	---	---	---	---	---	-----	--

25. FEDERAL TAX I.D. NUMBER	SSN EIN	26. PATIENT'S ACCOUNT NO	27. ACCEPT ASSIGNMENT?	28. TOTAL CHARGE	29. AMOUNT PAID	30. Rsvd for NUCC use
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81 1306232	X	H2000000699501	X YES NO	\$ 453 00	\$	
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31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION INFORMATION	33. BILLING PROVIDER INFO & PH. #
---	---	-----------------------------------

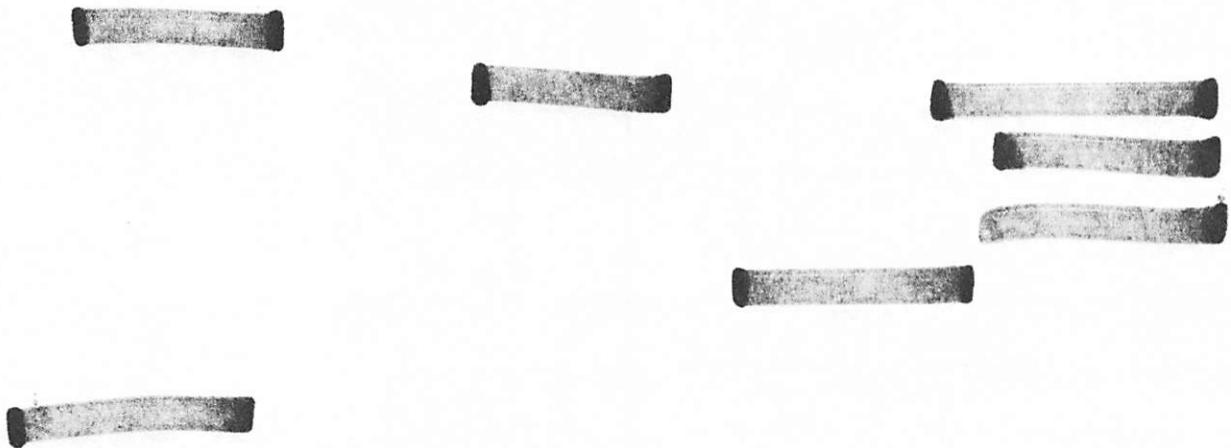
CAI CHEN D	MILLS HLTH CTR 100 S SAN MATEO DR SAN MATEO CA 94401-3805	(800) 498 7157 CEP AMERICA PSYCHIATRY PC 1601 CUMMINS DR STE D MODESTO CA 95358-6411
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s20A1912	12 02 25	1043670342	b	1396435921	b	EI81 1306232
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SECOND FOLD

FIFTH FOLD WHICH MAINTAINS

PHYSICIAN OR SUPPLIER INFORMATION





PLUMAS COUNTY
270 COUNTY HOSPITAL RD 109
QUINCY CA 95971 9173

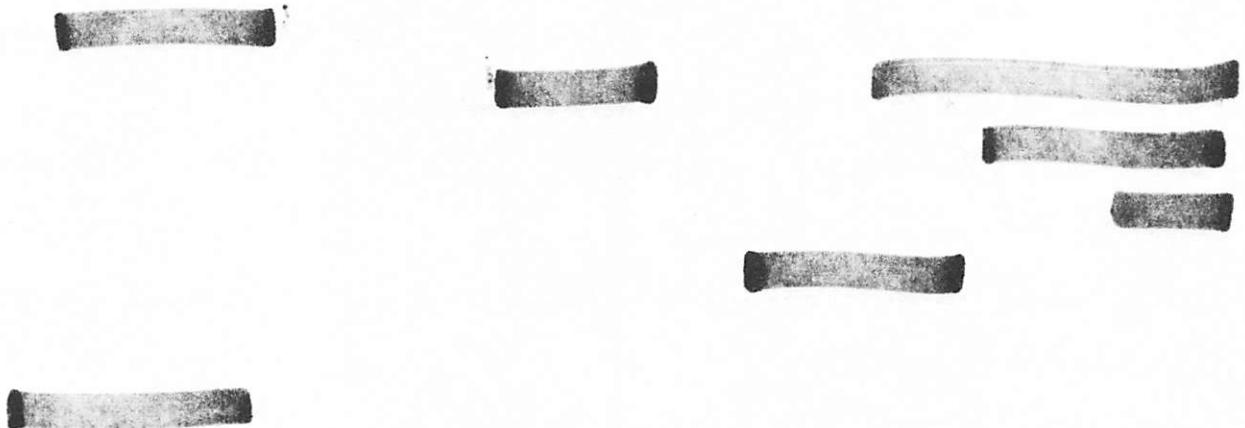
HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE NUCC 02-12

PICA

PICA PLUMAS COUNTY

1. MEDICARE	MEDICAID	TRICARE	CHAMPVA	GROUP HEALTH PLAN	FECA BLK LUNG	OTHER ID#	1a. INSURED'S I.D. NUMBER (For Program in Item 1)
<input type="checkbox"/> (Medicare #)	<input type="checkbox"/> (Medicaid #)	<input type="checkbox"/> (ID# DoD#)	<input type="checkbox"/> Member ID#	<input type="checkbox"/> (ID#)	<input type="checkbox"/> (ID#)	<input checked="" type="checkbox"/> (ID#)	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)			3. PATIENT'S BIRTH DATE			SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>	4. INSURED'S NAME (Last Name, First Name, Middle Initial)
			MM <input type="checkbox"/> DD <input type="checkbox"/> YY	M <input type="checkbox"/>	F <input checked="" type="checkbox"/>		SAME
5. PATIENT'S ADDRESS (No. Street)			6. PATIENT'S RELATIONSHIP TO INSURED			7. INSURED'S ADDRESS (No. Street)	
			Self <input checked="" type="checkbox"/>	Spouse <input type="checkbox"/>	Child <input type="checkbox"/>	Other <input type="checkbox"/>	SAME
CITY <input type="checkbox"/> STATE <input type="checkbox"/> ZIP CODE <input type="checkbox"/> TELEPHONE (Include Area Code)			8. RESERVED FOR NUCC USE			CITY <input type="checkbox"/> STATE ZIP CODE <input type="checkbox"/> TELEPHONE (Include Area Code)	
CA 95971							
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)			10. a. PATIENT'S CONDITION RELATED TO:			11. INSURED'S POLICY GROUP OR FECA NUMBER	
			a. EMPLOYMENT (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> INC			a. INSURED'S DATE OF BIRTH MM <input type="checkbox"/> DD <input type="checkbox"/> YY M <input type="checkbox"/> F <input checked="" type="checkbox"/>	
b. RESERVED FOR NUCC USE			b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> INC			b. OTHER CLAIM ID (Designated by NUCC)	
			c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			c. INSURANCE PLAN NAME OR PROGRAM NAME	
d. INSURANCE PLAN NAME OR PROGRAM NAME			10d. CLAIM CODES (Designated by NUCC)			BH MEDI CAL	
						d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a and 9d.	
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.							
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.							
SIGNATURE ON FILE				12 02 25			
SIGNED _____ DATE _____				SIGNATURE ON FILE			
14. DATE OF CURRENT ILLNESS, INJURY OR PREGNANCY (LMP) MM DD YY QUAL			15. OTHER DATE MM DD YY QUAL			16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a _____ 17b NPI _____			17c _____			18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 10 25 25 TO 11 02 25	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)							
20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> INC							
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to service line below 24E) ICD IND. 0							
A. E34.0		B. _____		C. _____		D. _____	
E. _____		F. _____		G. _____		H. _____	
I. _____		J. _____		K. _____		L. _____	
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY		B. PLACE OF SERVICE EMG _____ OPT/HPOS _____		C. PROCEDURES, SERVICES, OR SUPPLIES Explain Unusual Circumstances		D. MODIFIER	
E. DIAGNOSIS CODE		F. CHARGES		G. DAYS CHARGE UNITS		H. EPSDT FEE CODE	
I. ID QUAL		J. RENDERING PROVIDER ID. #					
11 02 25		11 02 25 51		99238		A	
2						461 00	
3						1	
4						NPI	
5						NPI	
6						NPI	
25. FEDERAL TAX ID. NUMBER		SSN EIN		26. PATIENT'S ACCOUNT NO.		27. ACCEPT ASSIGNMENT? (For govt. claims see back)	
81 1306232		X		H2000000699501		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
28. TOTAL CHARGE		29. AMOUNT PAID		30. Rsvd for NUCC use			
\$ 461 00		\$					
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)							
32. SERVICE FACILITY LOCATION INFORMATION MILLS HLTH CTR 100 S SAN MATEO DR SAN MATEO CA 94401-3805							
33. BILLING PROVIDER INFO & PH. # (800) 498 7157 CEP AMERICA PSYCHIATRY PC 1601 CUMMINS DR STE D MODESTO CA 95358-6411							
CAI CHEN D 12 02 25 1043670342							
1396435921							
EI81 1306232							





**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Derek Deavers

MEETING DATE: January 20, 2026

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Idea Engineering Inc.; effective January 20, 2026; not to exceed \$34,000.00; (No General Fund Impact); Opiod Settlement Funds; approved as to form by County Counsel.

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a services agreement with Idea Engineering, Inc. in the amount of \$34,000, beginning January 20, 2026, and ending Jan 19, 2027.

Background and Discussion:

The Public Health Agency seeks to purchase Videography and Web Address Services to create and house a Harm Reduction Video Campaign project: Fentanyl is Forever Prevention Campaign and Local Stories Video. The project will be used to promote objectives of the Harm Reduction to the public and interorganizationally.

Action:

Approve and direct the Chair to sign a services agreement with Idea Engineering, Inc. in the amount of \$34,000, beginning January 20, 2026, and ending Jan 19, 2027. (No General Fund Impact) (Opioid Settlement Funding); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (Opioid Settlement Funding)

Attachments:

1. HR2627IE

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **PUBLIC HEALTH AGENCY** (hereinafter referred to as "County"), and **IDEA ENGINEERING INC.**, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty-Four Thousand and 00/100 Dollars (**\$34,000.00**).
3. **Term.** The term of this agreement shall be in effect from the final date signed by both parties and shall remain in effect for one year, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

_____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS _____

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

_____ COUNTY INITIALS

- 2 -

CONTRACTOR INITIALS _____

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

_____ COUNTY INITIALS

- 3 -

CONTRACTOR INITIALS _____

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. **Choice of Law.** The laws of the State of California shall govern this agreement.
15. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. **Headings.** The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Public Health Agency
County of Plumas
270 County Hospital Rd, Suite 206
Quincy, CA 95971
Attention: Nicole Reinert, Director

Contractor:

Idea Engineering, Inc
2520 De La Vina St
Santa Barbara, CA 93105
Attention: Simon P Dixon, CEO

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

[SIGNATURES ON FOLLOWING PAGE]

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Idea Engineering, Inc
a California Corporation

By: _____
Simon P Dixon
CEO
Date signed:

By: _____
Joyce M Valentino
CFO
Date signed:

COUNTY:

County of Plumas, a political subdivision of
the State of California

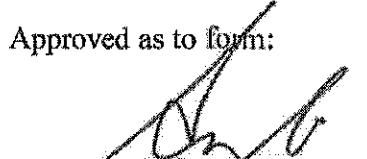
By: Nicole Reinert
Nicole Reinert
PCPHA Director
Date signed: 11912026

By: _____
Mimi Hall
Chair, Board of Supervisors
Date signed:

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board
Date signed:

Approved as to form:


Stephen Schofield, Attorney
County Counsel's Office

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Date: October 15, 2025

Client: Plumas County Public Health Agency

Attn: Nicole Reiner, Director of Public Health

**Project: Fentanyl is Forever Prevention Campaign
& Local Stories Video**

Components & Cost: Starter Campaign Package

- **Digital videos** (12 total)
 - 6 themes total: 4 English, 2 Spanish
 - 30-seconds & full length
 - Aspect ratio: 16:9
- **Social media graphics & post copy** (18 total)
 - 6 themes total: 4 English, 2 Spanish
 - Three standard sizes (square, 4:5, and 9:16)
 - Social media captions toolkit
- **Print PDFs** (12 total)
 - 6 themes total: 4 English, 2 Spanish
 - Posters (12" x 18") and flyers (8 1/2 "x 11")
- **Website**
 - Delivered in English and Spanish
 - Custom URL
 - Editable local resources
 - 1-year website hosting and maintenance (renews @ \$1,500/year)
- **Localization**
 - Web address on videos and PDFs
 - PDFs will also have a QR code
 - Credit line added as needed for funding/grant purposes

Campaign materials to be delivered 3-4 weeks after receiving payment and all information and files needed from Plumas County Public Health Agency

Turn-Key Campaign cost: \$12,250.00

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

Local Stories Video Production

Idea Engineering (IE) will create a 2- to 4-minute video for Plumas County Public Health Agency (PCPHA), focusing on local stories of success and other local efforts and partnerships. There will be one full day of filming in Fall 2025 or Winter 2026; to be agreed upon at a later date.

Costs include:

- All pre-production
- Standard equipment rental
- Makeup & hair
- Travel expenses
- Soundman/audio engineer
- Editing
- Usage rights
 - Custom-shot video footage: unlimited
 - Stock video (if needed): as licensed
 - Music: as licensed
- Post-production, including editorial, motion graphics, tilting and color grading
- Ownership of all custom-shot video footage

Estimate assumes staff and partners of PCPHA may be used as on-camera talent as needed. Estimate includes one round of rough-cut review, one fine-cut review, and one final cut review. Estimate does not include additional casting, makeup or wardrobe.

PCPHA will be provided with a filming plan that can be produced and delivered on-budget. However, client-requested changes in scope and/or production may result in additional costs. In such cases, IE will discuss any potential additional costs with client in advance of execution.

PCPHA is responsible for ensuring that all listed shots are available/accessible and staffed for shooting on scheduled day of filming. Any shot not available/accessible or staffed may be shot on a later date but will incur additional cost. PCPHA is responsible for providing a quiet and appropriate space for filming.

Video Production cost: \$17,420.00

Total cost: \$29,670

This is an estimate based on our current understanding of the project. If the project definition changes, the agency will bring potential additional charges to client's attention for approval.

_____ COUNTY INITIALS

Terms & Conditions

1. **Fee payment schedule:** Full balance due immediately upon receipt.
2. Sales tax will be added where applicable.
3. **Invoices:** All invoices are payable upon receipt. A 1-1/2% monthly service charge is payable on all overdue balances beyond 30 days. The grant of any license or right of copyright is conditioned on receipt of full payment. Fees and expenses shown here are estimates only. Final fees and expenses shall be shown when invoice is rendered. The client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% or more.
4. **Changes:** The client shall be responsible for making additional payments for any changes requested by the client to the original assignment. Modification of the agreement must be written, except that the invoice may include, and the client shall pay, fees or expenses that were orally authorized in order to progress promptly with the work.
5. **Delays or Cancellation:** Delays beyond Idea Engineering's control may increase costs. If any phase of the assignment is delayed for longer than 60 days, an invoice may be submitted for work completed. If the assignment is on hold based on client direction for more than 90 days, additional hours may be charged to restart the project. IE will notify client of additional expenses prior to restarting the assignment. In the event of cancellation of this assignment, a cancellation fee for work completed, based on the contract price and expenses already incurred, shall be paid by the client.
6. If final payment has not been made to Idea Engineering within 90 days of invoicing or an alternative payment plan has not been agreed to in writing, then Idea Engineering solely has the right to decide to permanently retain ownership of all ideas, concepts and materials produced under this agreement in lieu of further payment. Any prior payments will be considered by client as reimbursement for employee hours utilized by Idea Engineering and not payment for any work produced.
7. **Ownership:** All ideas and concepts presented during the creative process other than the final approved idea or concept remain the property of Idea Engineering, Inc. Finished creative designs are available to the client in agreed-upon formats. In any case, ownership of any work produced by IE does not transfer to client until full payment has been rendered by client to IE. Work produced by IE is only licensed for use in the United States and as detailed in the proposal. Additional uses will require additional licensing from IE.
8. Client agrees to include credit to Idea Engineering on all marketing collateral produced by IE in the form of the IE logo at the bottom of back cover/final page for printed materials, in on-screen credits of video, and on bottom of homepage for website design.
9. Client will be supplied completed materials for final approval. Once final approval has been given, any further changes or corrections are the responsibility of client and will incur additional charges if performed by Idea Engineering.
10. All materials prepared by Idea Engineering, including but not limited to advertisements, press releases, brochures, web-pages, etc. submitted for printing, posting on internet or website or any other dissemination method are the responsibility of the client. Idea Engineering is not responsible for any errors or omissions discovered after Client has given final approval for dissemination. Final approval may be given by client via e-mail, text, print, voicemail or any recordable method.
11. **Brand study interviews:** Client is responsible for selecting interviewees and scheduling interviews. Interviews will be scheduled to conclude within 3 weeks of the start of the project.

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CONTRACTOR INITIALS _____

Additional interviews and/or additional time to conclude interviews may result in additional charges to client.

12. **On camera interviews:** Client is responsible for selecting interviewees for videos and scheduling interviews for agreed-upon shoot-day. If, on the day of shoot, interviewee does not show-up for call-time, the shoot will continue without interviewee. If interview needs to be rescheduled to a different day, additional charges will be incurred by client.
13. **Talent releases:** Client is responsible for creating, collecting, and storing talent releases for any photo, video, or audio recording. Idea Engineering may assist in this process, but responsibility for the talent releases lies ultimately and solely with the client. Client agrees to absolve Idea Engineering of any and all responsibility for issues arising out of failure to correctly create, collect, or store talent releases.
14. **Filming permissions & permits:** Client is responsible for securing any permissions and/or permits needed for shooting video or still-shots on location.
15. If a dispute arises out of this contract, and if the dispute cannot be settled through negotiation, the parties agree to first try, in good faith, to settle the dispute by mediation, using a mutually agreed-upon mediator, before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties agree to convene the mediation in the County of Santa Barbara, State of California. The fees for the mediation will be borne equally by the parties.
16. If a dispute is submitted to a mutually agreeable arbitrator, the arbitrator's decision will be considered binding on any disputes. The arbitration will be in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect at the time of the dispute. The arbitrator(s) shall be bound to follow the provisions of this Agreement and the laws of the State of California as if the dispute were in the Superior Court for the County of Santa Barbara in resolving the dispute and may not award punitive damages.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

Content License Agreement

This is a license agreement between *Plumas County Public Health Agency* (hereinafter referred to as **CLIENT**) and Idea Engineering, Inc., a California corporation (hereinafter Idea Engineering, we, us, or our) that grants specific permissions for **CLIENT** to use the Turn-Key campaign components (website, web pages, advertisements, photos, videos etc.) (referred to herein as **Content**) that **CLIENT** licenses from Idea Engineering on the terms and conditions set forth herein.

By downloading or receiving **Content** from Idea Engineering, **CLIENT** accepts the terms of this agreement.

1. Licensing of Content

Upon payment of the agreed upon licensing fee, Idea Engineering hereby grants to **CLIENT** a license to use the **Content** on the terms and conditions of this agreement. All **Content** downloaded or otherwise obtained from Idea Engineering is subject to this agreement. **CLIENT** use of our **Content** is subject to these license terms.

2. Use of Content

The license granted to **CLIENT** hereunder is limited to displaying, broadcasting, or otherwise publishing **Content** (including in websites, blog posts, social media, advertisements, marketing campaigns, newspapers, magazines, or in web and mobile applications) in the **CLIENT** licensed region without any edits or modifications. **CLIENT** may only use **Content** consistent with the rights granted to **CLIENT** in this Section 2 and subject to the restrictions contained in Section 3 (see Restricted Uses below). Subject to those restrictions and the rest of the terms of this agreement, the rights granted to **CLIENT** by Idea Engineering are:

- a. Perpetual**, meaning there is no expiration or end date on **CLIENT** rights to use the **Content** that **CLIENT** purchases from us unless and until this agreement is terminated as provided herein.
- b. Non-exclusive**, meaning that **CLIENT** does not have exclusive rights to use the **Content**. **CLIENT** acknowledges and agrees that Idea Engineering can license the same **Content** to other customers; provided, however, that if **CLIENT** chooses to have Idea Engineering “Localize” **CLIENT** **Content** to incorporate design features that are copyrighted or trademarked to **CLIENT**, such as logos, seals etc. then those copyrighted or trademarked components will only appear on **CLIENT** materials and will not be licensed to others.
- c. Unlimited**, meaning **CLIENT** can use the **Content** in an unlimited number of impressions in **CLIENT** licensed region. **CLIENT** may not advertise **CLIENT** campaign or invite viewership or otherwise use the **Content** outside of **CLIENT** licensed region.

3. Content Use Restrictions.

- a. No Unlawful Use.** **CLIENT** may not use **Content** in an unlawful manner. **CLIENT** shall use **Content** in accordance with all applicable federal, state, and local laws and regulations.
- b. No Sharing of Usage Rights.** **CLIENT** may not extend, assign, or sublicense **CLIENT** usage rights to any other person without express written permission from Idea Engineering.
- c. No Use Beyond Licensed Region** **Client** may not use **Content** in any way outside of the region for which it is licensed. **Content** may not be hosted on a platform, such as YouTube,

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CONTRACTOR INITIALS _____

that invites or provides viewership beyond the licensed region. The CLIENT licensed region shall consist only of the geographic area agreed to by Idea Engineering and CLIENT in writing.

d. No Use in Trademark or Logo. CLIENT may not incorporate or otherwise use Content (in whole or in part) in a trademark, design mark, tradename, business name, service mark, logo, or similar identifying mark or name. Additionally, CLIENT shall not be entitled to register (in any jurisdiction) such Content (in whole or in part) as a trademark or rely on any such registrations, prior use, and/or accrued goodwill to prevent any third-party use of the content or any similar content (including by us or our other customers).

e. No Representation of Authorship. CLIENT may not represent that CLIENT is the original creator or owner of the Content.

f. No Products for Resale. CLIENT may not use Content in connection with any goods or services intended for resale.

g. No Repurposing. CLIENT may not, for CLIENT's own use or for anyone else, incorporate Content into other works, or derive other works from Content. For example, CLIENT may not create ads based on our ads, or create a brochure based on our website. CLIENT may not create a campaign or additional materials that are materially based on the design, creative rationale, intellectual property and/or copywriting of this or any Idea Engineering campaign. CLIENT understands and agrees that the license granted to CLIENT hereunder permits only the publishing of unmodified Content within the licensed region, and no other use.

h. No Modifications. CLIENT may not make any modifications to Content. All modifications may only be made by Idea Engineering at additional cost to CLIENT. Notwithstanding the foregoing, CLIENT may make edits to provided "local resources" website pages that are purposefully editable via the provided content management system.

i. No Electronic Templates. CLIENT may not use Content in electronic or digital templates intended for resale or other distribution (for example, website templates, ad templates, brochure design templates).

j. Notification of Infringement or Misuse. Client shall promptly notify Idea Engineering in writing of any actual or reasonably suspected infringement or misuse of any Content or Idea Engineering intellectual property, and CLIENT shall cooperate with Idea Engineering in taking appropriate action to the extent reasonably requested by Idea Engineering.

4. Rights of Use

The rights granted to CLIENT hereunder are **non-transferable** and **non-sublicensable**, meaning that CLIENT cannot assign, transfer or sublicense them to anyone else.

5. Intellectual Property Rights

a. Ownership. All Content is owned by Idea Engineering. All rights not expressly granted to Client in this agreement are reserved by Idea Engineering.

b. Attribution. As supplied, each campaign component will carry the following identification: "©Idea Engineering." Attribution must be included for all uses and may not be removed without the express written permission of Idea Engineering. The attribution on the provided website will be a hyperlink that links to Idea Engineering's website.

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CONTRACTOR INITIALS _____

6. Termination/Cancellation/Withdrawal.

a. Agreement Termination.

This agreement is effective until it is terminated by either party. CLIENT can terminate this agreement by ceasing all use of the Content and deleting or destroying any copies. Idea Engineering may terminate this agreement at any time if CLIENT fails to comply with any of the terms of this agreement or any other agreement or purchase order with Idea Engineering (including timely payment of all amounts owed to Idea Engineering thereunder), in which case CLIENT must immediately: cease using the Content; delete or destroy any copies; and, if requested, confirm to Idea Engineering in writing that CLIENT has complied with these requirements.

b. Refunds/Cancellation.

1. **Campaign Refunds** - Refunds for campaigns can be made within 14 days of CLIENT invoice date, provided CLIENT has not downloaded or used any Content.
2. **Customized or Localized Content.** Refunds for any Content that have been customized or localized will only be made to the extent of the cost of the non-localized and non-customized cost of the campaign. CLIENT will be responsible for paying any customization or localization costs that CLIENT has approved.
3. **Campaign Component Download Refunds** - Idea Engineering does not offer refunds for downloaded campaign components. Component returns will only be considered based on technical issues with the Content file(s) at the sole discretion of Idea Engineering.
4. All requests for refunds/cancellations must be made in writing. If the request is approved, Idea Engineering will issue a check. In the event of cancellation, CLIENT rights to use the Content terminates and CLIENT must delete or destroy any copies of the Content.

c. Content Withdrawal.

Idea Engineering may discontinue licensing any item of Content at any time in its sole discretion. Upon notice from Idea Engineering, Idea Engineering may require CLIENT to immediately, and at CLIENT's own expense: cease using specific Content, delete or destroy any copies; and ensure that CLIENT distributors do likewise. Idea Engineering will, if necessary, subsequently provide CLIENT with replacement Content (determined by Idea Engineering in its reasonable commercial judgement) free of charge, subject to the other terms of this agreement.

7. Representations and Warranties.

Idea Engineering makes the following representations and warranties:

- a. Warranty of Non-Infringement.** CLIENT use of the Content in accordance with this agreement and in the form delivered by Idea Engineering will not infringe on any copyright, trademark or other intellectual property right. All necessary model and/or property releases for use of the Content in the manner authorized by this agreement have been obtained. CLIENT shall be solely liable for costs incurred or claims arising from any unauthorized edits or other modifications made by CLIENT to Content.
- b. Caption/Metadata Disclaimer.** While we have made reasonable efforts to correctly categorize, keyword, caption and title the Content, Idea Engineering does not warrant the accuracy of such information, or of any metadata provided with the content.

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CONTRACTOR INITIALS _____

c. No Other Warranties. Except as provided in this Section 7, the Content is provided "as is" without representation or warranty of any kind, either express or implied, including, but not limited to, implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. Idea Engineering does not represent or warrant that the Content will meet CLIENT requirements or that its use will be uninterrupted or error free. By purchasing campaign from Idea Engineering, CLIENT assumes responsibility for the accuracy of the Content.

8. Indemnification/Limitation of Liability

a. Mutual Indemnification: Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Indemnifying Party's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the negligence or willful misconduct of the other Party.

b. Limitation of Liability. To the fullest extent permitted by law, Idea Engineering will not be liable to CLIENT or any other person or entity for any punitive, special, indirect, consequential, incidental or other similar damages, costs or losses arising out of this agreement, even if Idea Engineering has been advised of the possibility of such damages, costs or losses. Idea Engineering's total maximum aggregate liability (meaning the total amount Idea Engineering is responsible for, whether under this agreement or any other agreement for the same content) is limited to the total price paid for the license by CLIENT to Idea Engineering.

9. General Provisions

a. Assignment. This agreement is with CLIENT only and is not assignable by CLIENT without Idea Engineering's prior written consent. Idea Engineering may assign this agreement, without notice or consent, to any corporate affiliate or to any successor in interest, provided that such entity agrees to be bound by these terms.

b. Audit/Certificate of Compliance. Upon reasonable notice, CLIENT agrees to provide to Idea Engineering an audit of where the Content has been used, including social media sites, web, print and broadcast media buys. In addition, upon reasonable notice, Idea Engineering may, at its discretion, either through its own employees or through a third party, audit CLIENT records directly related to this agreement and CLIENT use of licensed Content in order to verify compliance with the terms of this agreement. Where Idea Engineering reasonably believes that Content is being used outside of the scope of the license granted under this agreement, CLIENT agrees, at Idea Engineering's request, to provide a certificate of compliance signed by an officer of CLIENT organization, in a form to be approved by Idea Engineering.

c. Electronic storage. CLIENT agrees to retain the copyright symbol, the name of Idea Engineering, the content's identification number and any other information that may be embedded in the electronic file containing the original Content, and to maintain appropriate security to protect the Content from unauthorized use by third parties. CLIENT may make one (1) copy of the Content for back-up purposes.

d. Governing Law/Arbitration. This agreement will be governed by the laws of the State of California, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from or related to this agreement shall be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator

COUNTY INITIALS

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CONTRACTOR INITIALS _____

selection under the JAMS Expedited Procedures in its Comprehensive Arbitration Rules and Procedures in effect on the date of the commencement of arbitration to be held in Santa Barbara, California. The decision of the arbitrator shall be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. Notwithstanding the foregoing, Idea Engineering shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against CLIENT in the event that, in the opinion of Idea Engineering, such action is necessary or desirable to protect its intellectual property rights. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding shall be commenced within two years of the acts, events or occurrences giving rise to the claim.

e. Severability. If one or more of the provisions in this agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.

f. Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this agreement.

g. Entire Agreement. Any amendment of this Agreement shall be in writing and accepted in writing by both parties or issued electronically by Idea Engineering and accepted in writing by CLIENT. In the event of any inconsistency between the terms of this agreement and the terms contained on any purchase order sent by CLIENT, the terms of this agreement will apply.

h. Notice. All notices required to be sent to Idea Engineering under this agreement should be sent via email to legalnotice@ideaengineering.com. All notices to CLIENT will be sent via email to the email listed in CLIENT account. CLIENT is responsible for ensuring that the email address listed in CLIENT account is active and monitored.

i. Taxes. CLIENT agrees to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to CLIENT, or of CLIENT use of the licensed content.

j. Interest on Overdue Invoices. If CLIENT fail to pay an invoice in full within the time specified, Idea Engineering may add a service charge of 1.5% per month, or such lesser amount as is allowed by law, on any unpaid balance until payment is received.

k. Fees and Renewal. If CLIENT has a website hosting agreement with Idea Engineering and it is set to automatically renew, CLIENT authorizes Idea Engineering to charge the applicable hosting fees to CLIENT credit card or approved payment system on file at the expiration of the term. CLIENT may change CLIENT auto-renewal preferences by contacting Idea Engineering account. CLIENT hosting may only be cancelled as set out in Section 6(b). Idea Engineering may deactivate CLIENT hosting agreement without prior notice if Idea Engineering is unable to process payment through the credit card or payment system provided by CLIENT.

EXHIBIT B

Fee Schedule

Invoicing and Payment:

For services satisfactorily rendered, and upon receipt and approval of the invoice, the County of Plumas agrees to compensate the Subcontractor in accordance with the Scope of Work (Exhibit A) attached.

A. Invoice(s) Shall,

1. Bear the Subcontractor's name and Agreement Number exactly as shown on the Agreement.
2. Identify the expense, billing and/or performance period covered on invoice.
3. Invoice(s) must be signed by authorized personnel.

B. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.

C. Amounts Payable:

The amounts payable under this agreement shall not exceed Thirty-Four Thousand Dollars and 00/100 (\$34,000.00).

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CONTRACTOR INITIALS _____



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nicole Reinert, Director of Public Health

MEETING DATE: January 20, 2026

SUBJECT: Approve and authorize Public Health Agency to recruit and fill, funded and allocated, a vacant 0.875 FTE Assistant Cook for Quincy Nutrition Center's Senior Services; (General Fund Impact) as approved in the FY25/26 adopted budget.

Recommendation:

Approve and authorize Public Health Agency to recruit and fill, funded and allocated, a vacant 0.875 FTE Assistant Cook for Quincy Nutrition Center's Senior Services; (General Fund Impact) as approved in the FY25/26 adopted budget.

Background and Discussion:

The Department is requesting to fill the vacancy of one (1) Assistant Cook position for Senior Services in Quincy due to a vacancy effective January 15, 2025. The appropriate Critical Staffing Questionnaires and Departmental Organizational Chart are attached.

Action:

Approve and authorize Public Health Agency to recruit and fill, funded and allocated, a vacant 0.875 FTE Assistant Cook for Quincy Nutrition Center's Senior Services; (General Fund Impact) as approved in the FY25/26 adopted budget.

Fiscal Impact:

(General Fund Impact) as approved in the FY25/26 adopted budget.

Attachments:

1. Assistant Cook Job Description
2. Critical Staffing Request Asst Cook 1_14_26
3. SN Org Chart

ASSISTANT COOK

DEFINITION

Under supervision, job will assist in preparing and serving of food; perform semiskilled and skilled work in cleaning kitchen equipment and assists in the overall food service operation in the senior nutrition site; and does related work as required.

DISTINGUISHING CHARACTERISTICS

Incumbents under supervision of the Site Manager and with lead direction provided by the Head Cook assists the Head Cook with all phases of food service operation. This class is distinguished from the Head Cook position because they do not have overall responsibility for food preparation at a nutrition site and they will work under closer supervision than the Head Cook.

REPORTS TO

Site manager with lead direction from the Head Cook.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

- Scrapes, cleans, steams, or washes dishes, silverware, trays, pots pans, glassware and other kitchen utensils.
- Scrubs and peels vegetables.
- Prepares salads, beverages, deserts and assists Head Cook with the more routine phases with meal preparation.
- Including preparation of entrees/main dishes.
- May weigh and portion food in accordance with directions.
- Assembles or assists in assembling and loading food trays and packages for distribution from the nutrition site.
- Cleans food service area including floors, kitchen equipment, and food preparation areas.

ASSISTANT COOK - 2

TYPICAL PHYSICAL REQUIREMENTS

Stand for extended periods; physical ability to lift up to 50 pound without assistance; use of kitchen tools and equipment, including knives, hand and power equipment; normal manual dexterity and hand-eye coordination; corrected hearing vision to normal range; stoop, kneel, bend to pick up or move objects; verbal communication skills.

TYPICAL WORKING CONDITIONS

Work is performed in the Senior Nutrition Center including kitchen and dining room environments; contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of

- Proper food handling methods and techniques.
- Kitchen safety and sanitation practices.
- Preparation of salads, vegetables, desserts and sandwiches.
- Methods of cleaning and care of utensils, equipment and work areas.

Ability to

- Follow oral and written instructions.
- Understand and follow recipes in food preparation.
- Safe operation and use of food service equipment.
- Determine proper quantities food.
- Use sanitary food handling techniques.
- Read write and do mathematic computations, at a level necessary for successful for job performance.
- Obtain and maintain valid CPR and First Aid Certification.
- Establish and maintain effective working relationships.

ASSISTANT COOK - 3

Training and Experience

Any combination of training and experience, which would likely provide would likely provide the required knowledge and abilities is qualifying.

Experience in food preparation requiring use of sanitary food handling techniques, cleaning of kitchen and food preparation areas.

Subject to work all county holidays except New Years, Labor Day, Memorial Day, July 4, Thanksgiving and Christmas, as specified by the Area on Aging.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Assistant Cook / Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?

Assistant Cooks aid with cooking, packaging, serving, as well as cleaning at the site and filling in as the Head Cook when necessary. The assistant cook must have knowledge of proper preparation and food handling methods as well as kitchen safety and sanitation practices.

- Why is it critical that this position be filled at this time?

Not filling this position will hinder the services that Senior Nutrition is able to provide its clientele.

- How long has the position been vacant?

January 15, 2026

- Can the department use other wages until the next budget cycle?

The department's wage and benefits portion of the 25/26 budget includes funds for this position.

- What are staffing levels at other counties for similar departments and/or positions?

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

- What core function will be impacted without filling the position prior to July 1? **N/A**

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**

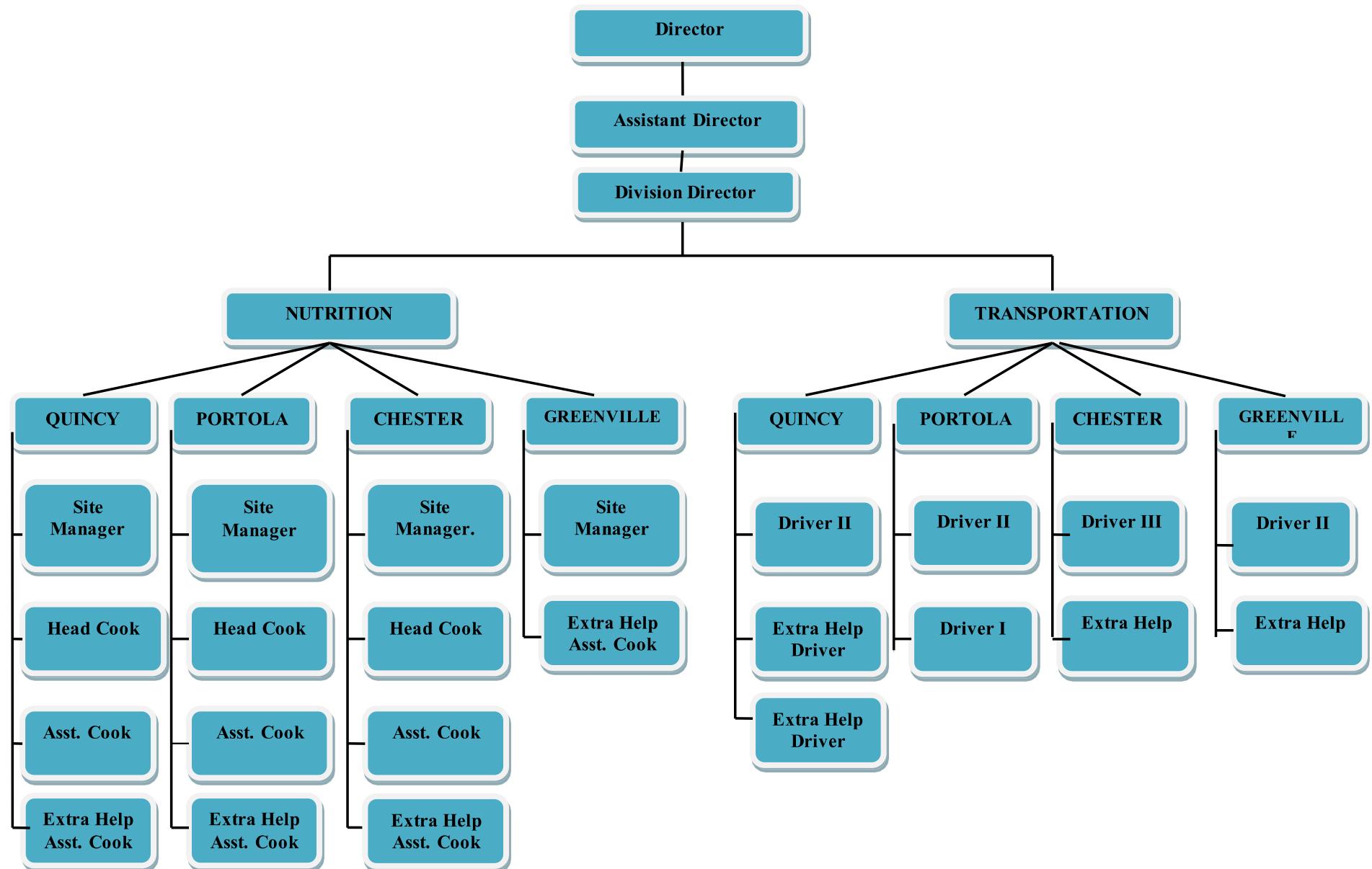
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY 17/18 = \$545,661

FY18/19 = \$582,102

FY19/20 = \$1410,133

PLUMAS COUNTY PUBLIC HEALTH AGENCY
SENIOR NUTRITION & TRANSPORTATION DIVISION
6





**PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kristina Rogers, Paralegal III/Deputy Clerk of the Board

MEETING DATE: January 20, 2026

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County and Prentiss Law and Associates to provide Public Defender attorney services upon court order; effective January 26, 2026, through June 30, 2027; not to exceed \$9,597.88 per month; (General Fund Impact) as approved in FY25/26 budget (20320/526900) Public Defender/Contracts; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County and Prentiss Law and Associates to provide Public Defender attorney services upon court order; effective January 26, 2026, through June 30, 2027; not to exceed \$9,597.88 per month; (General Fund Impact) as approved in FY25/26 budget (20320/526900) Public Defender/Contracts

Background and Discussion:

One of our long-standing Public Defenders has requested to terminate his contract effective January 25, 2026. Due to the termination, we needed to contract with another attorney in order to fulfill our requirement to provide public defender services.

Action:

Approve and authorize Chair to sign an agreement between Plumas County and Prentiss Law and Associates to provide Public Defender attorney services upon court order; effective January 26, 2026, through June 30, 2027; not to exceed \$9,597.88 per month; (General Fund Impact) as approved in FY25/26 budget (20320/526900) Public Defender/Contracts

Fiscal Impact:

(General Fund Impact) as approved in FY25/26 budget (20320/526900) Public Defender/Contracts

Attachments:

1. 2026 SIGNED [BY ME] PLUMAS CONTRACT

**PLUMAS COUNTY
PUBLIC DEFENDER CONTRACT**
For Attorney's Services Rendered
Under Court Appointment

WHEREAS, Prentiss Law and Associates, (hereafter "Attorney") and Plumas County, a political subdivision of the State of California (hereafter "County") seek to enter this contract; and,

WHEREAS, the attorney who will primarily provide the services for Prentiss Law and Associates is Timothy Prentiss, Managing Partner; and,

WHEREAS, on January 20, 2026, the Plumas County Board of Supervisors considered and approved the terms and conditions that follow,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Qualifications:** Attorney is qualified to practice law in California and to perform this contract. Nothing in this contract shall be construed to modify the Attorney's obligation to obey the Rules of Professional Conduct of the State Bar of California. County is authorized to enter this contract under Penal Code §987.2(b).
2. **Term of Contract:** This contract shall commence with an effective date of January 26, 2026, and end on June 30, 2027, unless terminated earlier in accordance with paragraph 13 below.
3. **Attorney's Services:** Attorney's services shall be limited annually to approximately one-third (1/3rd) of the total appointments made by the County's courts and, more specifically, to one-third (1/3rd) of each type of case as described more fully in paragraph 4 below. The Attorney acknowledges that one-third (1/3rd) is an approximation and agrees not to refuse appointments on the ground of disproportionately, prior to conferring in good faith with the County's representative or Superior Court Judges.

The parties understand and acknowledge that Attorney is a corporation and that the primary attorney to service this contract will be Timothy Prentiss who is the managing partner of the corporation. This understanding and acknowledgement does not prevent the corporation from substituting alternative attorneys from the corporation in matters when appropriate. Attorney acknowledges and agrees that any attorney making an appearance for Timothy Prentiss, will be subject to the terms of this contract and the same requirements as applies to the primary attorney and are appropriately screened attorneys who have proper licensure and sufficient qualifications to manage any matter at which they appear.

Attorney shall accept all assignments by the Court, where no conflict exists, for those matters enumerated in Government Code Section 27706 or as required by the laws of the United States and the State of California, except that Attorney is not obligated to

____ Attorney's Initials

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County Initials _____

represent defendants as excluded below:

- (1) conservatorship cases; (2) state appellate court cases after filing of the notice of appeal and motion to appoint counsel per Penal Code Section 1240.1 [both misdemeanor and felony appeals are excluded]; (3) Family Support OSC Re: Contempt cases; (4) cases in which a violation of Penal Code Section 187 is charged, including a violation of Penal Code 664/187; (5) Welfare and Institutions Code Section 300 cases; and (6) court scheduled probation status reviews and no more than two (2) pro per habeas corpus petitions per fiscal year.

Attorney shall accept all assignments by the Court to represent respondents under the CARE Act.

4. Appointment Process: In order to ensure that the Attorney receives the correct one-third (1/3rd) proportion of cases annually, and to provide for alternative arrangements when the Attorney is unavailable, the following process shall be used:

(a) Monthly Reports on Appointments: By the fifteenth (15th) day of each month (e.g., January 15, February 15, etc.), the Attorney shall make a written report to the County Counsel, or such other County office designated as County's representative by the Board of Supervisors, identifying each court appointment for the prior month. Each appointment shall be categorized under one of four separate categories as follows: Felonies, Misdemeanors, Juvenile, Other. For each appointment there shall be stated the date of appointment, the case number, court, and the code section describing the charge or proceeding. If the Attorney does not timely make such written report, the County may withhold sums due to the Attorney until the Attorney delivers the late written report to the County.

(b) Monthly Report Summaries: County Counsel shall summarize the Attorney's monthly reports showing the total number of appointments in each of the four categories, and that number as a percentage of all appointments made to County's contract public defenders. This summary shall be forwarded promptly to the County's judges.

(c) Attorney Availability: The scheduling of court appointments shall be arranged between the Attorney and the Superior Court Judges according to the following criteria:

(1) The Attorney shall be available to receive court appointments. Recognizing that vacations, illness, or private law practice may cause unavailability from time to time, Attorney shall provide adequate prior notification of the Attorney's unavailability to the court, to the extent possible. Attorney shall arrange for a substitute attorney acceptable to the court to handle Attorney's calendar during the period of Attorney's unavailability. If a substitute for Attorney has been approved in advance by the court, then the substitute may be appointed in lieu of the Attorney, and this shall not be deemed a prohibited assignment of the contract. Attorney shall be responsible for any fees and expenses incurred by such substitute attorney, and Attorney is

____ Attorney's Initials

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County Initials ____

encouraged to negotiate in advance with such substitute attorney regarding these fees and expenses. Should Attorney not arrange for a substitute attorney during a period of unavailability, Attorney shall still be responsible for any fees and expenses incurred by an attorney or attorneys appointed by the court in Attorney's place.

(2) The Attorney shall coordinate with the County's other contract public defenders to ensure that at least one is present in court on law and motion days. If coordination cannot be arranged by and between the attorneys, the judge shall have the right under this contract to demand that the Attorney be present for a particular law and motion day.

(d) Court Use of Monthly Reports: In appointing defense counsel under this contract, the County's judges will use the County's monthly report summaries to permit each contract public defender the opportunity to attain his or her target percentage of service; provided, however, that the judges may also consider a variety of other factors such as: conflicts of interest; past representation of the same client; and the availability of other contract public defenders.

(e) Default: In the event that the Attorney declines appointment or is unavailable for appointment without justification under this contract, and a substitute attorney is not provided at Attorney's cost pursuant to subparagraph (c)(1) above, then the court shall notify County of the Attorney's default in performance. The County may declare the default to be a material breach of this contract, and good cause for contract termination.

5. Cases Pending on Commencement of Contract: Public defender cases to which the Attorney was appointed by County's courts prior to January 26, 2025, shall continue to be handled by the Attorney and shall be included in the services for which compensation is made under this contract. Subject to appointment by the Court in such cases, Attorney agrees to take over the public defender caseload to which Craig Osborne was appointed by the County's Courts prior to the effective date of this contract.

6. Compensation: The Attorney shall be compensated monthly on the first day of each month following the month when services are rendered, based on a rate of \$9,597.88 per month as the total compensation due Attorney under the contract. Compensation shall increase 1.5% each year thereafter. Except as set forth below, this monthly compensation is the total compensation due Attorney under the contract.

(a) Long Trials: For any trial exceeding five days, the Attorney shall be paid at the rate of \$57.50 per hour for all work after the fifth day.

(b) Complex Pretrial Preparation: For cases involving extraordinarily complex pretrial preparation, in excess of 20 hours, the Attorney may be entitled to additional compensation at the rate of \$57.50 per hour upon approval by the court. The Attorney shall be responsible for making and preserving records justifying the amount of additional compensation.

____ Attorney's Initials

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County Initials _____

(c) Cases Transferred to Plumas County: The Attorney shall not be required to accept appointment to cases which have been transferred by another jurisdiction for trial in Plumas County, but the Attorney may accept such cases and be paid by the transferring court by agreement pursuant to Penal Code §987.2.

7. Expenses of County: The County shall pay for all services of a court reporter when such services are required by law. Subject to court approval, the County shall also pay all witness fees, including expert witnesses, laboratory services and forensic services. The costs of investigative personnel in non-routine cases, where there is prior court authorization, shall be paid by the County. Appointment of counsel other than the Attorney shall be an expense of the County when:

(a) The court finds that a case is so complex that it requires legal specialization the Attorney does not possess.

(b) The court finds a conflict of interest in appointing the Attorney.

(c) The court transfers venue outside of the County.

(d) The court substitutes another attorney to resolve a scheduling conflict in or between the courts.

8. Private Practice: Attorney shall be permitted to engage in private practice to the extent that there is not substantial interference with performance of this contract. Attorney shall be prohibited from privately representing any person who has previously appeared unrepresented in court on the same matter, who requested a court-appointed attorney and the Attorney declined to be appointed to the case.

9. Client Reimbursement of County: In relation to proceedings by the courts to obligate clients of court-appointed attorneys to reimburse some or all of the County's costs for provision of legal service, the Attorney shall:

(a) Comply with California Government Code section 27707; and,

(d) Advise the Court, in general, about how to raise the level of client reimbursements for public defender services.

10. Independent Contractor: The Attorney's relationship to the County is one of independent contractor and not employment. Attorney represents and warrants that Attorney is engaged in a profession described by California Labor Code section 2783 as a lawyer holding an active license from the State of California. Attorney represents and warrants that Attorney maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Attorney shall have the right to set his/her/its own hours and location of work, consistent with the nature of the services provided under this Agreement. Attorney shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in this contract without restriction by County. County is interested only in the results to be achieved from Attorney's performance of the services.

____ Attorney's Initials

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County Initials ____

Attorney shall provide his/her/its own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Attorney shall have the right to provide the same or similar services to entities other than County without restriction and holds themselves out as available to perform the same type of work. County shall have no authority, control, or liability regarding Attorney's performance or activities, before or after each instance, that Attorney may perform under this Agreement. Attorney will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Attorney of any representation, warrant or agreement made by Attorney hereunder or arising out of Attorney's services.

11. Insurance: The Attorney shall be responsible at all times, during the term of this contract, for having professional malpractice insurance in an amount of at least \$100,000 per claim and \$300,000 for all claims made on an annual basis. If County requires higher coverage, County shall reimburse the Attorney for the additional cost. If legal developments in California reduce immunity from malpractice, and malpractice insurance costs for criminal work increase substantially, the Attorney may notify the County Administrator to open the contract to discuss an increase in compensation only to cover those cost increases.

11. Termination of Contract: Upon termination of this contract, the Attorney shall request the court to be relieved of pending cases except those set for trial. If the court denies a request, the Attorney shall be entitled to reasonable compensation for his or her services In that case, as determined by the court.

Either party may terminate this contract before its stated expiration after first serving on the other party notice of intent to terminate, at least sixty days prior to the date the termination will take effect; provided that the County shall terminate only for good cause and shall offer an opportunity for a hearing on that issue before the Board of Supervisors or a Board-assigned hearing officer whose determination shall be final. Provided, however, that County shall terminate this contract if it is determined by the Superior Court that Attorney is not properly performing Attorney's duties hereunder, and County may terminate this contract immediately should the Plumas County Board of Supervisors fail to appropriate sufficient funds for this contract.

ATTORNEY

State of California

By _____

Timothy Prentiss, Esq.

Prentiss Law & Associates



COUNTY OF PLUMAS

By _____

Mimi Hall, Chair

Board of Supervisors

ATTEST:

By: _____
Allen Hiskey, Clerk of the Board

____ Attorney's Initials

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County Initials _____

The Plumas County Superior Court has determined that the attorney listed above possesses the requisite ability to represent adequately indigent persons in the above-described matters before the Court. The Court has further determined that the compensation provided for herein constitutes reasonable compensation for assigned counsel in the above-described indigent cases. The judicial act of assigning counsel with knowledge of this contract shall constitute judicial approval and ratification of such reasonable compensation under the circumstances.

PLUMAS COUNTY SUPERIOR COURT
By Hon. Douglas Prouty, Presiding Judge

Dated: _____

____ Attorney's Initials

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County Initials _____



**PLUMAS COUNTY
SOLID WASTE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: January 20, 2026

SUBJECT: Approve and authorize Chair to sign agreement between Plumas County Public Works and Vestra Resources Inc., for reporting assistance services; effective January 1, 2026; not to exceed \$25,190.00; No General Fund Impact; Solid Waste Funds; approved as to form by County Counsel.

Recommendation:

Public Works staff respectfully recommends that the Board of Supervisors vote to authorize the Chair of the Board to sign the attached agreement, approved as to form by County Counsel.

Background and Discussion:

Due to State reporting requirements involving Plumas County Solid Waste Facilities, Public works entered into an agreement with Vestra Resources Inc in 2025. After review, CalRecycle requested that revisions be made to the initial reports. Due to this request from Cal Recycle, it was necessary for Public Works to enter into another agreement with Vestra Resources to complete the requested reporting.

The source of funding for the attached agreement is the Plumas County Solid Waste Fund and does not involve General Funds. The agreement was approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign agreement between Plumas County Public Works and Vestra Resources Inc., for reporting assistance services; effective January 1, 2026; not to exceed \$25,190; No General Fund Impact; Solid Waste Funds; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Solid Waste.

Attachments:

1. Agmt Vesta Resources

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Department of Public Works** (hereinafter referred to as "County"), and Vestra Resources, Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Five Thousand One Hundred and Ninety Dollars (\$25,190.00).
3. Term. The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless terminated earlier as provided herein.

County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 1, 2026, to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

_____ COUNTY INITIALS

- 1 - CONTRACTOR INITIALS _____

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

_____ COUNTY INITIALS

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- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature

_____ COUNTY INITIALS

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that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

_____ COUNTY INITIALS

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16. **Interpretation**. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. **Integration**. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. **Severability**. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. **Headings**. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. **Waiver of Rights**. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. **Conflict of Interest**. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. **Notice Addresses**. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Department of Public Works
County of Plumas
1834 East Main Street
Quincy, CA, 95971
Attention: Sean Graham, Solid Waste Program Manager

Contractor:

Vestra Resource, Inc.
5300 Aviation Drive
Redding, CA, 96002
Attention: Wendy Johnston, Chief Executive Officer

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23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
 - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____ COUNTY INITIALS

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27. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Vestra Resources, Inc., a California Corporation

By: _____
Wendy L Johnston
Chief Executive Officer
Date signed:

By: _____
Kimberly Wilkes
Chief Financial Officer
Date signed:

COUNTY:

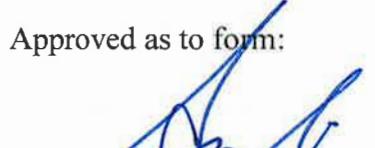
County of Plumas, a political subdivision of the State of California

By: _____
Mimi Hall
Chair of the Board of Supervisors
Date signed:

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:


Stephen Schofield, Attorney
County Counsel's Office

_____ COUNTY INITIALS _____

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Exhibit "A"
SCOPE OF WORK
REPORTS OF FACILITY INFORMATION
CHESTER, EAST QUINCY, AND DELLEKER TRANSFER STATIONS

INTRODUCTION

CalRecycle is in the process of reviewing and updating the operating permits for the Chester, East Quincy, and Delleker transfer stations. As part of this review, they have requested that the LEA, the Plumas County Department of Environmental Health, provide updated Reports of Facility Information (RFIs) for the transfer stations. CalRecycle has stated that the current RFIs are out of date and do not accurately describe the current operations at the transfer stations. At your request, we have prepared this Scope of Work and Cost estimate to cover the preparation and submission of the updated RFIs requested by CalRecycle.

The required contents of an RFI are given in Section 18221 of Title 14 CCR as follow:

- Names of the operator, owner, and the company they represent
- Schematic drawing of the building and general layout and dimensions of the operating area
- Descriptive statement of how activities are conducted at the facility
- Facility operating hours and schedule including regular maintenance schedules
- Total acreage of the operating area
- Facility design capacity and how that capacity was calculated
- Types and daily quantities of solid waste received
- Description of the methods used by the facility to comply with state minimum standards in 14 CCR 17406.1 through 17419.2
- Anticipated process water volume and methods of treatment and/or disposal
- Provisions to handle unusual peak loading
- Description of transfer, recovery and processing equipment
- Planned final disposal of solid waste received
- Method for storage and removal of salvaged materials
- Resume and qualifications of management organization that operates the facility

Our ability to complete the updated RFIs depends on the timely provision of the above information by Plumas County, including copies of the previous RFIs and detailed descriptions of changes since the most recent RFIs were filed.

SCOPE OF WORK

Task 1 Chester Transfer Station RFI

This task covers preparation and submittal of an updated RFI for the Chester Transfer Station. The cost includes time to collate data provided by the County, submittal of a draft RFI to you for review, and drafting of a final RFI. The cost under this task assumes the ready and timely availability of the information required for the RFI, as specified in the introduction section of this Scope.

Task 2 East Quincy Transfer Station RFI

This task covers the preparation and submittal of an updated RFI for the East Quincy Transfer Station. Work under this task is expected to be similar to that under Task 1, other than any issues or design complexity unique to the East Quincy Transfer Station.

Task 3 Delleker Transfer Station RFI

This task covers the preparation and submittal of an updated RFI for the Delleker station. Work under this task is expected to be similar to that under Task 1 and Task, other than any issues or design complexity unique to the Delleker Transfer Station.

Task 4 Regulatory Support

We anticipate that CalRecycle will have comments on the RFIs after they are submitted. It is possible that between the three facilities, there may be multiple rounds of regulatory comments or revisions. For this reason, we have included under this Scope a task covering staff hours to respond to these comments and make requested changes to the RFIs.

Task 5 Project Management

Project management is invoiced at 10 percent of total cost and includes agency coordination and day-to-day activities associated with the project.

Exhibit "A"
SCOPE OF WORK
REVISIONS TO REPORTS OF FACILITY INFORMATION (RFI)
CHESTER, EAST QUINCY, AND DELLEKER TRANSFER STATIONS

SCOPE OF WORK

Task 6 Revisions to Chester Transfer Station RFI

This task covers the preparation and submittal of a revised RFI for the Chester Transfer Station. The cost includes staff time to address the July 2025 CalRecycle comments and the guidance they have provided, and to obtain the additional information required by CalRecycle. Efficient completion of this task will be greatly aided by the timely provision of needed information by Plumas County and its franchise waste haulers.

Task 7 Revisions to East Quincy Transfer Station RFI

This task covers the preparation and submittal of a revised RFI for the East Quincy Transfer Station. Work under this task is expected to be similar to that under Task 1, other than any issues or design complexity unique to the East Quincy Transfer Station.

Task 8 Revisions to Delleker Transfer Station RFI

This task covers the preparation and submittal of a revised RFI for the Delleker station. Work under this task is expected to be similar to that under Task 1, other than any issues or design complexity unique to the Delleker Transfer Station.

Task 9 Project Management

Project management is invoiced at 10 percent of total cost and includes agency coordination and day-to-day activities associated with the project.

Exhibit "B"
COST ESTIMATE
REPORTS OF FACILITY INFORMATION
CHESTER, EAST QUINCY, AND DELLEKER TRANSFER STATIONS

The estimated costs to complete the work included are summarized in Table 1.

Table 1 COST ESTIMATE				
Task No.	Description	VESTRA Cost	Subcontractor Cost	Total Estimated Cost
1	Chester Transfer Station RFI	\$4,000	--	\$4,000
2	East Quincy Transfer Station RFI	\$4,000	--	\$4,000
3	Delleker Transfer Station RFI	\$4,000	--	\$4,000
4	Regulatory Support	\$2,500	--	\$2,500
5	Project Management (10%) ¹			\$1,450
Total Estimated Cost				\$15,950

Notes:1 Project management cost calculation does not include subcontracted costs

Exhibit "B"
COST ESTIMATE
REVISIONS TO REPORTS OF FACILITY INFORMATION
CHESTER, EAST QUINCY, AND DELLEKER TRANSFER STATIONS

The estimated costs to complete the work included in Exhibit "A" are summarized in Table 1.

Table 1
COST ESTIMATE

Task No.	Description	Estimated Cost
6	Revisions To Chester Transfer Station RFI	\$2,800
7	Revisions to East Quincy Transfer Station RFI	\$2,800
8	Revisions to Delleker Transfer Station RFI	\$2,800
9	Project Management (10%)	\$840
Total Estimated Cost		\$9,240



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: January 20, 2026

SUBJECT: Approve and authorize Board Chair to waive facility-use fees for the use of the Courthouse grounds and Dame Shirley Plaza for the Quincy Chamber of Commerce to host their annual public event, Groundhog Fever Festival on Saturday, February 7, 2026. General Fund impact: loss of \$160 in revenue.

Recommendation:

Approve and authorize Board Chair to waive facility-use fees for the use of the Courthouse grounds and Dame Shirley Plaza for the Quincy Chamber of Commerce to host their annual public event, Groundhog Fever Festival on Saturday, February 7, 2026.

Background and Discussion:

The Quincy Chamber of Commerce is seeking to have the facility use fees waived for their annual public event, Groundhog Fever Festival, on Saturday February 7, 2026. This is a free public event organized solely for the benefit of the community and is not intended to generate financial gain for the Quincy Chamber of Commerce. All are invited and encouraged to attend.

Action:

Approve and authorize Board Chair to waive facility-use fees for the use of the Courthouse grounds and Dame Shirley Plaza for the Quincy Chamber of Commerce to host their annual public event, Groundhog Fever Festival, on Saturday, February 7, 2026.

Fiscal Impact:

Waiving the fees will be a loss in revenue to the General Fund in the amount of \$160.

Attachments:

1. Fee Waiver request letter



Quincy Chamber of Commerce
"Heart of the Feather River Country"
493 Main St, Quincy, CA 95971
(530) 394-0541
info@quincychamber.com
www.quincychamber.com

Date: 01/09/2026

Dear Board of Supervisors,

The Quincy Chamber of Commerce respectfully requests a waiver of facility fees for the upcoming **Groundhog Fever Festival**.

- **Date:** Saturday, February 7, 2026
- **Time:** 11:00 AM – 3:00 PM (**Facility access needed: 8:00 AM – 4:00 PM**)
- **Locations:** Courthouse Grounds and Dame Shirley Plaza

We request this waiver because the festival is a free public event organized solely for community benefit. It is not intended to generate financial gain for the Chamber.

Thank you for your support and consideration.

Respectfully,
Jake Williams
Chamber Assistant
Quincy Chamber of Commerce



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Jeremy Beatley, Operations Sergeant

MEETING DATE: January 20, 2026

SUBJECT: Approve and authorize Chair to approve purchase by Plumas County Sheriff's Office to Bounce Imaging for the fixed asset purchase of Deployable camera system; total not to exceed \$19,100; (No General Fund Impact) State AB443 funds(70331/543900); discussion and possible action.

Recommendation:

Approve and authorize Chair to approve purchase by Plumas County Sheriff's Office to Bounce Imaging for the fixed asset purchase of Deployable camera system; total not to exceed \$19,100; (No General Fund Impact) State AB443 funds(70331/543900); discussion and possible action.

Background and Discussion:

The request to purchase the Deployable camera by Bounce imaging was approved by the Board of Supervisors during the October 7th 2025 meeting. At that time, the amount of the purchase was listed not to exceed \$18,000. At that time the tax cost was overlooked, which raised the total to \$19,090. It is requested the total purchase allowance be raised to not exceed \$19,100 to compensate for the cost of the taxes.

Action:

Approve and authorize Chair to approve purchase by Plumas County Sheriff's Office to Bounce Imaging for the fixed asset purchase of Deployable camera system; total not to exceed \$19,100; (No General Fund Impact) State AB443 funds(70331/543900); discussion and possible action.

Fiscal Impact:

No general fund impact/ State AB443 funds(70331/543900)

Attachments:

1. Bounce invoice and PO



Plumas County Sheriff's Office- CA

Quote created: September 25, 2025 Reference: 20250925-165816852

Plumas County Sheriff's Office- CA
270 County Hospital Road, # 206
Quincy, CA 95971
United States

Jeremy Beatley
jbeatley@pcso.net
530-283-6389

Comments

Sean Burns - Bounce Imaging



Products & Services

SWAT 360 UNLEASHED Kit

1x \$17,800.00

Camera kit bundle packaged with SWAT mission in mind. Bundle comes with one Recce 360 Mini LE camera system, one Explorer UNLEASHED camera system, one large tablet for utilizing camera, one Heatseeker Thermal Pole camera attachment, and hardsided case with custom foam insert. Kit includes everything needed to execute SWAT mission set while increasing situational awareness and improving officer safety.

One-time subtotal	\$17,800.00
Total	\$17,800.00

This quote expires on December 24, 2025



Plumas Co. Sheriff's Office

1400 E. Main St
Quincy, CA 95971
530-283-6397 fax 530-283-6344

Purchase Order No. FY2025swat12

PURCHASE ORDER

Vendor

Name Bounce Imaging
Address 247 Cayuga Road Suite 15E
City Cheektowaga St NY ZIP 14225
Phone (202) 968-2416

Ship To

Name Plumas Co. Sheriff's Office Attn: J. Beatley
Address 1400 E. Main St
City Quincy St CA ZIP 95971
Phone 530-283-6375

Qty	Units	Description	Unit Price	TOTAL
1	each	SWAT 360 Unleashed kit	\$17,800.00	\$17,800.00

Payment Details

- Open/Establish Account
- Send Invoice for Payment
- Payment Enclosed

SubTotal	\$17,800.00
Shipping & Handling	
TAXES	\$1,290.50
Recycle Fee	
TOTAL	\$19,090.50

Shipping Date**Approval**

Date _____
Order No. _____
Sales Rep. _____
Ship Via _____

Notes/Remarks



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Jeremy Beatley, Operations Sergeant

MEETING DATE: January 20, 2026

SUBJECT: Approve and authorize Plumas County Sheriff's Office to recruit and fill, funded and allocated, vacant (1) FTE Communications Supervisor; (General Fund Impact) as approved in FY 25/26 Adopted budget.

Recommendation:

Approve and authorize Plumas County Sheriff's Office to recruit and fill, funded and allocated, vacant (1) FTE Communications Supervisor; (General Fund Impact) as approved in FY 25/26 Adopted budget.

Background and Discussion:

The Sheriff's Office communications center (Dispatch) is currently without a permanent supervisor due to the retirement of the previous Communication Supervisor.

Action:

Approve and authorize Plumas County Sheriff's Office to recruit and fill, funded and allocated, vacant (1) FTE Communications Supervisor; (General Fund Impact) as approved in FY 25/26 Adopted budget.

Fiscal Impact:

General Fund Impact as approved in FY 25/26 adopted budget.

Attachments:

1. Communications Supervisor-1
2. Revised Organizational Chart - S.O.
3. Questionnaire for communications supervisor

COMMUNICATIONS SUPERVISOR

DEFINITION

Under general direction, to plan, organize, supervise and implement policies and procedures under the guidelines of Federal, State and local laws and regulations for the Sheriff Department emergency communications functions; to receive and dispatch radio and telephone communications; to dispatch law enforcement, emergency medical, and other public safety personnel; to maintain field communications during incidents; to process warrants; to perform office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a first level supervisory classification for the position which has the responsibility for planning, organizing, and supervising the communications function in the Sheriff Department. In addition, the incumbent performs the full scope of dispatching functions. This position functions as the background investigator for all non-sworn staff applications, as well as being the 911 County Coordinator and the State Agency Terminal Coordinator for Plumas County Sheriff's Office. Is required to attend State mandate training for CLETS/911 and update Department Personal. Maintains training records required by the State and FBI pertaining to CLETS.

REPORTS TO

Undersheriff.

CLASSIFICATIONS DIRECTLY SUPERVISED

Sheriff Dispatcher I and II.

COMMUNICATIONS SUPERVISOR - 2

EXAMPLES OF DUTIES

- Plans, organizes, and supervises the Sheriff Department communications function.
- Assigns, trains, evaluates and supervises a staff of Dispatchers.
- Ensures quality and uniformity of dispatcher training.
- Prepares work schedules to ensure 24 hour coverage.
- Writes and updates procedures to ensure the most recent changes are properly carried out.
- Maintains reference material required for dispatching operations.
- Provides technical assistance to dispatching staff as needed.
- Checks reports, records, and other data for accuracy, completeness, and compliance with established standards.
- Answers the telephone, receiving and classifying incoming calls.
- Determines priority of response and dispatches public safety units, according to availability, assigned geographic area, and location.
- Dispatches Sheriff, Emergency Medical, Fire, Search & Rescue , Swat and other Public Safety Personnel to routine and emergency calls as required.
- Maintains field communications during emergencies and incidents.
- Transfers emergency calls to other agencies as warranted.
- Monitors entries into Federal and State Law Enforcement Information computer systems, ensuring that entries are in compliance with appropriate regulations and Department policies.
- Implements and maintains a system for sealing of records, according to court mandates.
- Enters and clears information on the CLETS system to assist field personnel with calls.
- Sends warrant abstracts to other law enforcement agencies.
- Performs warrant and records checks.
- Updates daily dispatching logs.
- Enters stolen property, repossessed property, and abandoned vehicle information into the teletype system.
- Cleans and changes tapes on master recording equipment.
- Maintains and updates data on business addresses and phone numbers.
- Searches master recordings for needed information.
- Processes warrants.
- Performs a wide variety of office support assignments.
- Operates office equipment and computers.
- Conducts background investigations on non-sworn staff.
- Supervisors the input of information into CLETS, CII, FBI and DOJ records systems, and conducts the audit of these records with the State and Federal Agencies.
- Maintains and budgets the county 911 emergency systems and equipment.
- Maintain and supervise the subpoena duces tecum records requests.

COMMUNICATIONS SUPERVISOR – 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; continuous contact with staff and the public.

Knowledge of:

- Operating policies, procedures, and functions of the Plumas County Sheriff Department.
- Laws, codes, and regulations related to CLETS, DOJ, CII, and FBI, records maintenance and transmission and reception of public safety communications.
- The general geography of Plumas County.
- Proper operation and care of telephone, CLETS, computer terminal and voice radio equipment.
- Modern office methods and procedures.
- Principles of work scheduling.
- Principles of supervision, training, and staff evaluation.

Ability to:

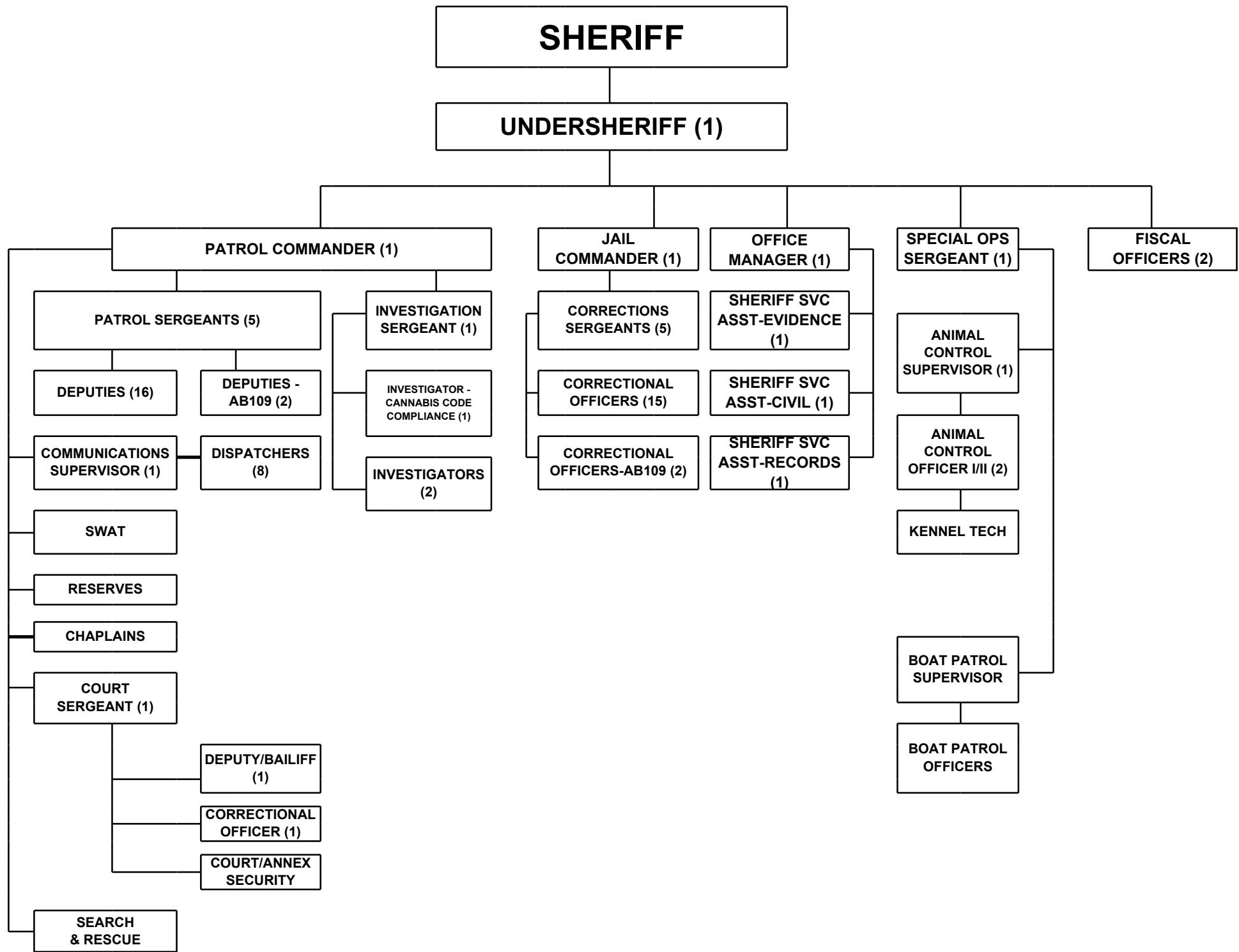
- Plan, organize, direct, and supervise Sheriff Department Communications functions.
- Supervise, schedule, train, and evaluate assigned personnel.
- Operate radio communications and teletype equipment.
- Use sound judgment in dispatching personnel and equipment.
- Think clearly and act calmly in emergency situations.
- Read, analyze, and interpret laws, codes, rules, and regulations.
- Perform a variety of office support work.
- Deal courteously but firmly with general public.
- Establish and maintain cooperative relationship with those contacted during the course of work.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience: Two (2) years of experience performing public safety dispatching work at a level equivalent to Sheriff Dispatcher II with Plumas County.

Certification: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

Possession of 120hr principles of supervision certificate and 24hr CLETS certified full access trainer certificate within one year of appointment.



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?

Yes

- Why is it critical that this position be filled at this time?

The communications center is utilizing a Deputy to fulfill the myriad of supervisor responsibilities, which is not sustainable.

- How long has the position been vacant?

10 months/currently a deputy is interim supervisor

- Can the department use other wages until the next budget cycle?

No

- What are staffing levels at other counties for similar departments and/or positions?

N/A

- What core function will be impacted without filling the position prior to July 1?

The functionality of the communications center for PCSO

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

N/A

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

N/A

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

No

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

N/A

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

N/A

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

N/A



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Roni Towery

MEETING DATE: January 20, 2026

SUBJECT: Approve and authorize a capital improvement project for the Lassen and Plumas County Emergency Communications Integration Project (radio system upgrade). The total cost estimated for the project is \$1,630,563.00; (No General Fund Impact) Communications/Communications Equipment (70375-542200) \$850,000.00 and Sheriff's Small & Rural Law Enforcement Funds (AB443)/Communications Equipment (70331-542200) \$780,563.00; discussion and possible action. Four/Fifths roll call vote

Recommendation:

Approve and authorize a capital improvement project for the Lassen and Plumas County Emergency Communications Integration Project (radio system upgrade). The total cost estimated for the project is \$1,630,563.00; (No General Fund Impact) Communications/Communications Equipment (70375-542200) \$850,000.00 and Sheriff's Small & Rural Law Enforcement Fund (AB443)/Communications Equipment (70331-542200) \$780,563.00

Background and Discussion:

The work for the Lassen and Plumas County Emergency Communications Integration Project (radio system upgrade) is starting. The grant funds from the Bureau of Justice Assistance (BJA) will fund \$810,922.00 of the initial costs. The Sheriff's Communications budget will cover \$39,078.00 for a total of \$850,000.00. In addition to the Federal BJA grant funds, Secure Rural Schools - Title III funding was previously allocated to the Sheriff's Office for the communications upgrade in the amount of \$780,563.00. These funds will be budgeted in Sheriff's Small & Rural Law Enforcement. A portion of this item was before the Board on November 4, 2025 to purchase equipment from Motorola. Those costs are included in this project total.

Action:

Approve and authorize a capital improvement project for the Lassen and Plumas County Emergency Communications Integration Project (radio system upgrade). The total cost estimated for the project is \$1,630,563.00; (No General Fund Impact) Communications/Communications Equipment (70375-542200) \$850,000.00 and Sheriff's Small & Rural Law Enforcement Fund (AB443)/Communications Equipment (70331-542200) \$780,563.00

Fiscal Impact:

(No General Fund Impact) Bureau of Justice Assistance grant funding, Sheriff's Communications funds, Secure Rural Schools - Title III allocated funds

Attachments:

1. Radio System Upgrade Grant Quote
2. Radio System Upgrade County Quote



690 E. Glendale Ave, Suite 9B, Sparks, NV 89431
(775) 359-1121 (800) 874-7515

Radio System Upgrade Grant SALES QUOTE

TO: Plumas County Sheriff's Office
Chad Hermann
Quincy, CA 95971
530-283-6375

Date: **6/17/2025**
Sales Rep: Dan Pena
Terms: Net 30
Expires: 7/17/2025

REF# DQM14088

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Repeater Site Upgrades	Hough, Dyer, Beckwourth, Black & Red Hill. Includes GTR800 Repeater, antenna system and Installation Supplies	5	\$37,714.00	\$188,570.00
Tech Field Labor	Includes installation, programming and optimization	5	\$4,550.00	\$22,750.00
6GHz Microwave Links	Includes Cambium PTP820S Radios, Andrews High Performance Antennas, High Wind Bracing Kit and Installation Supplies	1	\$84,418.51	\$84,418.51
Tech Field Labor	Includes installation, alignment and optimization	1	\$11,200.00	\$11,200.00
11GHz Microwave Links	Includes Cambium PTP820S Radios, Andrews High Performance Antennas, High Wind Bracing Kit and Installation Supplies	7	\$48,753.65	\$341,275.55
Tech Field Labor	Includes installation, alignment and optimization	7	\$11,200.00	\$78,400.00
Base Stations	Includes APX VHF Consollette, antenna system and installation supplies	2	\$14,300.00	\$28,600.00
Tech Field Labor	Includes installation, programming and optimization	2	\$4,550.00	\$9,100.00

Subtotal	\$764,314.06
Sales Tax	\$46,607.64
Total	\$810,921.70

Notes:

Please be advised that pricing is subject to tariff increases, product availability and FCC License

+ 39,078.30
\$ 850,000

Fed grant

70375-542200

For questions regarding this quote please contact:

Dan Peña
Office – 775-359-1121
Cell -775-846-6904
Toll Free – 800-874-7515
danp@sierraelectronics.com
Sierra Electronics
690 East Glendale Ste.9B
Sparks, NV 89431



690 E. Glendale Ave, Suite 9B, Sparks, NV 89431
(775) 359-1121 (800) 874-7515

Radio System Upgrade County SALES QUOTE

TO: Plumas County Sheriff's Office
Chad Hermann
Quincy, CA 95971
530-283-6375

Date: **6/17/2025**
Sales Rep: Dan Pena
Terms: Net 30
Expires: 7/17/2025

REF# DQM14089

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
6GHz Microwave Links	Includes Cambium PTP820S Radios, Andrews High Performance Antennas, High Wind Bracing Kit, Installation Supplies	1	\$84,418.51	\$84,418.51
Tech Field Labor	Includes installation alignment and optimization	1	\$11,200.00	\$11,200.00
18GHz Microwave Links	Includes Cambium PTP820S Radios, Andrews High Performance Antennas, High Wind Bracing Kit, Installation Supplies	2	\$42,642.87	\$85,285.74
Tech Field Labor	Includes installation alignment and optimization	2	\$11,200.00	\$22,400.00
4.9GHz Microwave Links	Includes Cambium PTP670 Radios w/integrated 23dBi Antennas and installation supplies	14	\$27,517.07	\$385,238.98
Tech Filed Labor	Includes installation alignment and optimization	14	\$8,700.00	\$121,800.00

Subtotal	\$710,343.23
Sales Tax	\$40,233.38
Total	\$750,576.61

Notes: additional funds added to cover possible cost increases

+ 29,986.39

\$ 780,563.00

For questions regarding this quote please contact:

Dan Peña
Office – 775-359-1121
Cell -775-846-6904
Toll Free – 800-874-7515
danp@sierraelectronics.com
Sierra Electronics
690 East Glendale Ste.9B
Sparks, NV 89431
 MOTOROLA SOLUTIONS
Radio Solutions Channel Partner

Title III funds

70331 542200



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Roni Towery

MEETING DATE: January 20, 2026

SUBJECT: Approve and authorize a supplemental budget request in the amount of \$732,225.00 to Sheriff's Small & Rural Law Enforcement (AB443) (department #70331), revenue account — Transfer In (#48000), and fixed asset expenditure account — Communications Equipment (#542200); approved by the Auditor/Controller; discussion and possible action. Four/Fifths roll call vote

Recommendation:

Approve and authorize a supplemental budget request in the amount of \$732,225.00 to Sheriff's Small & Rural Law Enforcement (AB443) (department #70331), revenue account — Transfer In (#48000), and fixed asset expenditure account — Communications Equipment (#542200)

Background and Discussion:

The Lassen and Plumas County Emergency Communications Integration Project (radio system upgrade) is beginning. The Bureau of Justice Assistance Federal grant funds have already been budgeted. This transfer will allow for the Secure Rural Schools - Title III portion to be budgeted.

Action:

Approve and authorize a supplemental budget request in the amount of \$732,225.00 to Sheriff's Small & Rural Law Enforcement (AB443) (department #70331), revenue account — Transfer In (#48000), and fixed asset expenditure account — Communications Equipment (#542200)

Fiscal Impact:

(No General Fund Impact)Secure Rural Schools - Title III funds previously allocated

Attachments:

1. Supplemental Budget Transfer Request

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: AB443 Dept. No: 70331 Date: 12/31/2025

The reason for this request is (check one): **Approval Required**

- A. Transfer to/from Contingencies OR between Departments
- B. Supplemental Budgets (including budget reductions)
- C. Transfers to/from or new Fixed Asset, within a 51XXXX
- 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)

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

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) ALLOCATED TITLE III FUNDS - NOT BUDGETED UNTIL PROJECT STARTED

B) ALLOCATED TITLE III FUNDS

C) EXPENSES TO START BEING INCURRED THIS FISCAL YEAR

D) FUNDS ALLOCATED BUT NOT BUDGETED

Approved by Department Signing Authority:

Roni Jowery

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Mantee Nienke

Board Approval Date:

Agenda Item No.

Clerk of the Board 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.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Roni Towery

MEETING DATE: January 20, 2026

SUBJECT: Approve and authorize a budget transfer in the amount of \$48,338.00 for Sheriff's Small & Rural Funds (AB443) (70331) from services and supplies account for Maintenance Building & Grounds (521300) to fixed asset account for Communication Equipment (542200); approved by the Auditor-Controller; discussion and possible action. Four/Fifths roll call vote

Recommendation:

Approve and authorize a budget transfer in the amount of \$48,338.00 for Sheriff's Small & Rural Funds (AB443) (70331) from services and supplies account for Maintenance Building & Grounds (521300) to fixed asset account for Communication Equipment (542200)

Background and Discussion:

Secure rural Schools - Title III funds budgeted to the service and supply account for communication site maintenance are being transferred to the fixed asset account for the Lassen and Plumas County Emergency Communications Integration project.

Action:

Approve and authorize a budget transfer in the amount of \$48,338.00 for Sheriff's Small & Rural Funds (AB443) (70331) from services and supplies account for Maintenance Building & Grounds (521300) to fixed asset account for Communication Equipment (542200)

Fiscal Impact:

(No General Fund Impact) Secure Rural Schools - Title III funds previously allocated

Attachments:

1. BT - 70331

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: AB443 Dept. No: 70331 Date: 12/31/2025

The reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input checked="" type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

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

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

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) TRANSFER BUDGETED TITLE III FUNDS TO FIXED ASSET TO COVER RADIO SYSTEM UPGRADE ADDITIONAL COSTS

B) TRANSFERRING BUDGETED TITLE III FUNDS TO FIXED ASSET ACCOUNT

C) EXPENSES TO START BEING INCURRED THIS FISCAL YEAR

D) N/A

Approved by Department Signing Authority:

Roni Jowers

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Mante M. Lewis

Board Approval Date:

Agenda Item No.

Clerk of the Board 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.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Roni Towery

MEETING DATE: January 20, 2026

SUBJECT: Approve and authorize Chair to sign the first amendment to agreement between Plumas County Sheriff's Office and Berry Enterprises, Inc. dba Sierra Electronics; not to exceed \$2,000,000.00; (No General Fund Impact); Bureau of Justice Assistance grant funds, Sheriff's Communications funds, Secure Rural Schools - Title III allocated funds; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign the first amendment to agreement between Plumas County Sheriff's Office and Berry Enterprises, Inc. dba Sierra Electronics; not to exceed \$2,000,000.00

Background and Discussion:

Sierra Electronics provides technical and maintenance support to the county's communication sites. The first amendment to the agreement will increase the amount to cover the cost of the Lassen and Plumas County Emergency Communications Integration project.

Action:

Approve and authorize Chair to sign the first amendment to agreement between Plumas County Sheriff's Office and Berry Enterprises, Inc. dba Sierra Electronics; not to exceed \$2,000,000.00

Fiscal Impact:

(No General Fund Impact) Bureau of Justice Assistance grant funds, Sheriff's Communications funds, Secure Rural Schools - Title III allocated funds

Attachments:

1. First Amendment to Agreement - Sierra Electronics
2. Fully Executed Sole Source - Sierra Electronics

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND BERRY ENTERPRISES, INC DBA SIERRA ELECTRONICS,
A NEVADA CORPORATION

This First Amendment to Agreement ("Amendment") is made on February 1, 2026, between PLUMAS COUNTY, by and through its Sheriff's Office, a political subdivision of the State of California ("COUNTY"), and BERRY ENTERPRISES, INC DBA SIERRA ELECTRONICS, A NEVADA CORPORATION ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. COUNTY and CONTRACTOR have entered into a written Agreement dated January 1, 2025, (the "Agreement"), in which CONTRACTOR agreed to provide monthly service as needed to listed equipment as well as maintain, repair, or replace Plumas County Sheriff's Office communications equipment on mountain radio sites and communication base stations throughout the county as needed services to Plumas County.
 - b. Because a Radio System Upgrade is now planned, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 1 is amended to read as follows:

Scope of Work. Contractor shall provide the County with services as set forth in Exhibits A and A-1, attached hereto.
 - b. Paragraph 2 is amended to read as follows:

Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed two million and 00/100 Dollars (\$2,000,000.00).

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated January 1, 2025, shall remain unchanged and in full force and effect.

CONTRACTOR:

**BERRY ENTERPRISES, INC DBA SIERRA
ELECTRONICS, A NEVADA
CORPORATION**

By: _____
Name: Jarrell Walton
Title: President
Date signed:

By: _____
Name: Donna Walton
Title: Secretary
Date signed:

COUNTY:

County of Plumas, a political subdivision of the
State of California

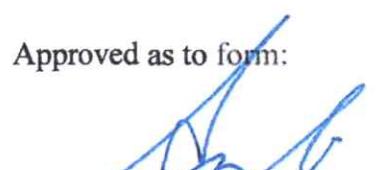
By: _____
Name: Chad Hermann
Title: Sheriff
Date signed:

By: _____
Name: Mimi Hall
Title: Chair of the Board
Date signed:

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board
Date:

Approved as to form:


Stephen Schofield, Attorney
County Counsel's Office



690 E. Glendale Ave, Suite 9B, Sparks, NV 89431
(775) 359-1121 (800) 874-7515

Radio System Upgrade County SALES QUOTE

TO: Plumas County Sheriff's Office
Chad Hermann
Quincy, CA 95971
530-283-6375

Date: **6/17/2025**
Sales Rep: Dan Pena
Terms: Net 30
Expires: 7/17/2025

REF# DQM14089

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
6GHz Microwave Links	Includes Cambium PTP820S Radios, Andrews High Performance Antennas, High Wind Bracing Kit, Installation Supplies	1	\$84,418.51	\$84,418.51
Tech Field Labor	Includes installation alignment and optimization	1	\$11,200.00	\$11,200.00
18GHz Microwave Links	Includes Cambium PTP820S Radios, Andrews High Performance Antennas, High Wind Bracing Kit, Installation Supplies	2	\$42,642.87	\$85,285.74
Tech Field Labor	Includes installation alignment and optimization	2	\$11,200.00	\$22,400.00
4.9GHz Microwave Links	Includes Cambium PTP670 Radios w/integrated 23dBi Antennas and installation supplies	14	\$27,517.07	\$385,238.98
Tech Filed Labor	Includes installation alignment and optimization	14	\$8,700.00	\$121,800.00

Subtotal	\$710,343.23
Sales Tax	\$40,233.38
Total	\$750,576.61

Notes: additional funds added to cover possible cost increases

+ 29,986.39

\$ 780,563.61

For questions regarding this quote please contact:

Dan Pena
Office - 775-359-1121
Cell - 775-846-6904
Toll Free - 800-874-7515
danp@sierraelectronics.com
Sierra Electronics
690 East Glendale Ste.9B
Sparks, NV 89431


Title III funds

70331 542200



690 E. Glendale Ave, Suite 9B, Sparks, NV 89431
(775) 359-1121 (800) 874-7515

Radio System Upgrade Grant SALES QUOTE

TO: Plumas County Sheriff's Office
Chad Hermann
Quincy, CA 95971
530-283-6375

Date: **6/17/2025**
Sales Rep: Dan Pena
Terms: Net 30
Expires: 7/17/2025

REF# DQM14088

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Repeater Site Upgrades	Hough, Dyer, Beckwourth, Black & Red Hill. Includes GTR800 Repeater, antenna system and Installation Supplies	5	\$37,714.00	\$188,570.00
Tech Field Labor	Includes installation, programming and optimization	5	\$4,550.00	\$22,750.00
6GHz Microwave Links	Includes Cambium PTP820S Radios, Andrews High Performance Antennas, High Wind Bracing Kit and Installation Supplies	1	\$84,418.51	\$84,418.51
Tech Field Labor	Includes installation, alignment and optimization	1	\$11,200.00	\$11,200.00
11GHz Microwave Links	Includes Cambium PTP820S Radios, Andrews High Performance Antennas, High Wind Bracing Kit and Installation Supplies	7	\$48,753.65	\$341,275.55
Tech Field Labor	Includes installation, alignment and optimization	7	\$11,200.00	\$78,400.00
Base Stations	Includes APX VHF Consollette, antenna system and installation supplies	2	\$14,300.00	\$28,600.00
Tech Field Labor	Includes installation, programming and optimization	2	\$4,550.00	\$9,100.00

Subtotal	\$764,314.06
Sales Tax	\$46,607.64
Total	\$810,921.70

Notes:

Please be advised that pricing is subject to tariff increases, product availability and FCC License

+ 39,078.30

\$ 850,000

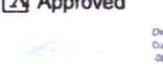
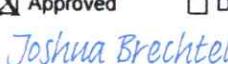
Fed grant

70375-542200

For questions regarding this quote please contact:

Dan Peña
Office - 775-359-1121
Cell - 775-846-6904
Toll Free - 800-874-7515
danp@sierraelectronics.com
Sierra Electronics
690 East Glendale Ste.9B
Sparks, NV 89431

For use when requesting approval for bypassing competitive bidding requirements purchasing. All approved requests should be attached to the final contract

Requesting Department Information		
Department: Plumas County Sheriff's Office	Division: Plumas County Sheriff's Office <small>(*Includes the division of the Department (i.e Alternative Sentencing for DA, CPS for Social Services), Boards, Commissions, and Associations)</small>	
Department Contact Information		
Contact Name: Chad Hermann	Street Address: 1400 East Main Street, Quincy 95971	
Telephone: (530) 283-6361	Mailing Address: 1400 East Main Street, Quincy, CA 96591	
FAX: (530) 283 6444		
E-Mail: chadhermann@countyofplumas.com		
Contract Category Information		
Contractor Name: Berry Enterprises Inc., DBA Sierra Electronics		
Name of Category: Communication Sites Equipment and Labor		
Describe types of purchases contemplated: Communication Sites Equipment and Labor		
Contract/Trans. \$'s estimated per Calendar Year \$1,630,563.00 x _1_ # of yrs (up to 3 yrs) =Total \$ 1,630,563.00		
# of Contracts/Trans. estimated per Calendar Year _____ x _____ # of yrs (up to 3 yrs) = Total # _____		
Contract/transaction Type: Select One: <input type="checkbox"/> Non-IT Goods <input type="checkbox"/> IT Goods <input type="checkbox"/> IT Service <input type="checkbox"/> IT Goods & Services <input type="checkbox"/> Non-IT Service		
Provide a description of the goods or services to be acquired: (Use additional pages as necessary) Replacement of communication site equipment and labor to install / replace.		
Required Approvals		
Department <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Signature of Director or Designee <u>PCSO-SHERIFF</u> Type Name <u>CHAD HERMANN</u>	County Admin Officer <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Signature Mimi Hall, Chair Plumas County Type Name of CAO	County Counsel <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Signature Joshua Brechtel, Attorney Type Name

Complete responses must be provided for all the following items.

A. WHY IS THIS CATEGORICAL EXEMPTION NECESSARY?

1. Why can't the acquisition category be competitively bid?

(Identify any time critical requirements that prevent the exercise of reasonable efforts to compete for the good or service, and the specific exemption section in the Purchasing Policy under sections 2.5-2.7)

For over 20 years, Sierra Electronics has provided technical and maintenance support to the county's communication sites I.T. support along with vehicle and handheld communication devices serving all the County's First Responders and EMS. This sole source procurement is necessary simply because Sierra Electronics has vast insight into our current communications issues and will continue to provide service to the sites due to their proximity to Plumas County.

2. Provide the background of events leading to this request.

For over 20 years, Sierra Electronics has provided technical and maintenance support to the county's communication sites, I.T. support along with vehicle and handheld communication devices serving all the County's First Responders and EMS. This sole source procurement is necessary simply because Sierra Electronics has vast insight into our current communications issues and will continue to provide service to the sites due to their proximity to Plumas County. Plumas County has been working with Lassen County on a joint communications project that will provide redundancy to both county's communications systems once complete.

3. What are the consequences of not purchasing the goods and/or services for the proposed category?

For over 20 years, Sierra Electronics has provided technical and maintenance support to the county's communication sites, I.T. support along with vehicle and handheld communication devices serving all the County's First Responders and EMS. This sole source procurement is necessary simply because Sierra Electronics has vast insight into our current communications issues and will continue to provide service to the sites due to their proximity to Plumas County. If we must secure other vendors, we will lose the historical knowledge of the repairs and replacement needs of each site's equipment leading to additional costs and/or time extensions which would cause a loss of a portion of the grants funding.

4. What market research was conducted to substantiate whether there is competition available for this category, including evaluation of whether other (substitute) items were considered?

For over 20 years, Sierra Electronics has provided technical and maintenance support to the county's communication sites, I.T. support along with vehicle and handheld communication devices serving all the County's First Responders and EMS. This sole source procurement is necessary simply because Sierra Electronics has vast insight into our current communications issues and will continue to provide service to the sites due to their proximity to Plumas County. Additionally, due to our rural location, we are extremely limited on vendors with the expertise or historical knowledge of our communication sites.

B. PRICE ANALYSIS

- 1. How was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable)

Equipment prices are typically set through government contracts. Labor costs are determined by our current contract for services with Sierra Electronics.



PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: January 20, 2026

SUBJECT: **Approve and authorize a supplemental budget transfer of \$732,225.00 from Use of Fund Balance to CONTRIB/TRANS/OES/SHERIFF (#58516A #20027 Title III); approved by the Auditor/Controller; discussion and possible action. Four/Fifths roll call vote**

Recommendation:

Approve and authorize a supplemental budget transfer of \$732,225.00 from Use of Fund Balance to CONTRIB/TRANS/OES/SHERIFF (#58516A #20027 Title III); approved by the Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:

The Lassen and Plumas County Emergency Communications Integration Project (radio system upgrade) is beginning. The Bureau of Justice Assistance Federal grant funds have already been budgeted. This transfer will allow for the Secure Rural Schools - Title III portion to be budgeted.

Action:

Approve and authorize a supplemental budget transfer of \$732,225.00 from Use of Fund Balance to CONTRIB/TRANS/OES/SHERIFF (#58516A #20027 Title III); approved by the Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Supplemental Budget Transfer Title III

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Dept. No: 20027

Date 1/12/2026

The reason for this request is (check one):

Approval Required

- 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

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
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TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

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) ALLOCATED TITLE III FUNDS - NOT BUDGETED UNTIL PROJECT STARTED

B) ALLOCATED TITLE III FUNDS

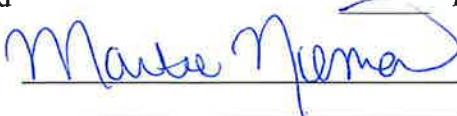
C) EXPENSES TO START BEING INCURRED THIS FISCAL YEAR

D) FUNDS ALLOCATED BUT NOT BUDGETED

Approved by Department Signing Authority: 

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: 

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board 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.



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: January 20, 2026

SUBJECT: CONTINUED PUBLIC HEARING TIME CERTAIN 11:00 AM: Adopt the Franks Code Amendment (CA 6-24/25-02) RESOLUTION and ZONING ORDINANCE of the County of Plumas, State of California, first introduced on January 13, 2026, amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 12.8. Lot Line Adjustment, Sec. 9-2.1284. Requirements; Article 30. Agricultural Preserve Zone, Sec. 9-2.3004(c); Article 31. General Agriculture Zone, Sec. 9-2.3104(c); Article 32. Timberland Production Zone (TPZ), Sec. 9-2.3204(b); Article 33. General Forest Zone (GF), Sec. 9-2.3304(c); and Article 34. Mining Zone (M), Sec. 9-2.3404(c); approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Receive public comment from the continued public hearing of January 13, 2026, and adopt the Franks Code Amendment (CA 6-24/25-02) RESOLUTION, approved as to form by County Counsel, finding the Code Amendment approval by ORDINANCE exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3), and adopt the Code Amendment ZONING ORDINANCE, approved as to form by County Counsel, of the County of Plumas, State of California, first introduced on January 13, 2026, approving the Franks Code Amendment (CA 6-24/25-02).

Background and Discussion:

On March 4, 2025, Robert and Robyn Franks submitted a Lot Line Adjustment (LLA) (3-24/25-06) application to adjust the property lines between 7344 and 7342 Marilyn Drive, Lake Davis; APNs 025-370-036 (1.5 acres) and 025-370-037 (1.42 acres). The proposed lot line adjustment would increase the 7433 Marilyn Drive (APN 025-370-036) by 0.42 acres and decrease 7342 Marilyn Drive (APN 025-370-037) by 0.42 acres. Both parcels are zoned "R-10" or Rural Zone (residential), with a 10-acre minimum parcel size pursuant to the County Zoning Code. After review by the Planning Department, it was determined that the subject parcels do not conform to the minimum parcel size in area or the minimum width required by the "R-10" zoning.

Current Plumas County Code, Title 9 Planning and Zoning, Chapter 2 Zoning, Article 12.8 Lot Line Adjustment, which is rooted in the California Subdivision Map Act, provides for an 'exception' clause to the minimum parcel size area, but does not currently provide an 'exception' clause for the minimum parcel width. With that said, it is common to have legal parcels throughout Plumas County that are nonconforming to the County Zoning Code of the applied zone for the minimum parcel area and minimum parcel width.

Therefore, the Franks LLA application was found to meet the County Zoning Code 'exception' for the minimum parcel area, but did not comply with the requirement of Plumas County Code Section 9-2.1284(c)(2) requiring the parcels subject to the lot line adjustment to meet the minimum width required by the applied zone, without exception, and could not be approved, as proposed, and was determined by the Planning Department to be incomplete on May 22, 2025.

The applicant's remedies were then to submit a code amendment to propose changes to PCC Sec. 9-2.1284 addressing the nonconforming width of the parcels, requested an application refund, or appeal the decision of the Planning Director to the Board of Supervisors.

On June 16, 2025, Robert and Robyn Franks submitted the Code Amendment (CA 6-24/25-02) application and proposed revisions to Sec. 9-2.1284, Article 12.8 Lot Line Adjustment, Chapter 2 Zoning, Title 9 Planning and Zoning of Plumas County Code to address the minimum width required by the applied zone in creating a proposed 'exception' process that could not only potentially assist the Franks LLA application, but other LLA applications where a parcel or parcels cannot meet the minimum width required by the applied zone.

On December 4, 2025, the Planning Commission held a properly noticed public hearing on for the proposed Franks Code Amendment Ordinance with review and discussion of Planning Commission Resolution Number P.C. 2025-05 and received testimony from all interested parties. The Planning Commission took action in amending Planning Commission Resolution Number P.C. 2025-05 to include the definition of "w-normalized," and duly passed and adopted the Resolution by a roll call vote of five (5) commissioners for (West, Spencer, Lewis, Montgomery, and Foster) and none against, recommending the Board of Supervisors find the Franks Code Amendment (CA 6-24/25-02) approval by Ordinance exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) and adopt the Zoning Ordinance approving the Code Amendment (CA 6-24/25-02).

The Board of Supervisors held a properly noticed public hearing on January 13, 2026, for the Franks Code Amendment (CA 6-24/25-02) and received Planning Commission Resolution Number 2025-05 and a staff report presentation on the proposed Franks Code Amendment. After some discussion by the Board and members of the public, with no substantive comments to amend any of the proposed revisions, additions, or deletions to the Franks Code Amendment Zoning Ordinance, the Board made a unanimous motion to introduce and waive the first reading of the Franks Code Amendment (CA 6-24/25-02) Zoning Ordinance and to continue the public hearing to the next regularly scheduled Board of Supervisors meeting on January 20, 2026. The Board thanked the applicant, Planning staff, and the Planning Commission for developing and recommending a fair and measured approach to creating an exception clause for the minimum width requirement when evaluating lot line adjustments that will benefit current and future lot line adjustment applicants.

During the January 20, 2026, continued public hearing, the Board of Supervisors will consider the adoption of the proposed Franks Code Amendment Zoning Ordinance by adoption of a Board of Supervisors Resolution.

Further, the Franks Code Amendment (CA 6-24/25-02) is proposed to be exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because after conducting the initial environmental evaluation for the project, which showed no potential adverse effects on the environment, it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment because the project action is an ordinance amendment causing no ground disturbance.

Action:

Adopt the Franks Code Amendment (CA 6-24/25-02) RESOLUTION, finding the Code Amendment approval by ORDINANCE exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3), and adopt the Code Amendment ZONING ORDINANCE of the County of Plumas, State of California, first introduced on January 13, 2026, approving the Franks Code Amendment (CA 6-24/25-02).

Fiscal Impact:

Franks Code Amendment application fee of \$926.00 paid to the Planning Department in FY 24/25.

Attachments:

1. Franks Code Amendment_Zoning Res_2026-_____
2. Franks Code Amendment_Zoning Ord_2026-_____
3. Franks Code Amendment_CA 6-24_25-02_CEQA NOE

RESOLUTION NUMBER 2026-_____

**RESOLUTION OF THE BOARD OF SUPERVISORS FINDING
THE FRANKS CODE AMENDMENT (CA 6-24/25-02)
EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
UNDER CEQA GUIDELINES SECTION 15061(b)(3) AND ADOPTING THE
ZONING ORDINANCE APPROVING THE CODE AMENDMENT**

WHEREAS, on March 4, 2025, Robert and Robyn Franks, applicants, submitted Lot Line Adjustment LLA 3-24/25-06 application to adjust the property lines between 7344 and 7342 Marilyn Drive, Lake Davis, APNs 025-370-036 and 025-370-037, respectively, proposing to increase APN 025-370-036 by 0.42 acres and decrease APN 025-370-037 by 0.42 acres; and

WHEREAS, upon review by Planning Department staff, the application was found to not comply with the requirement of Plumas County Code Section 9-2.1284(c)(2), which require the parcels subject to the lot line adjustment to meet the minimum width required by the applied zone; and

WHEREAS, the applicants submitted a Code Amendment (CA 6-24/25-02) application on June 16, 2025, to initiate an amendment to Plumas County Code Title 9 Planning and Zoning, Chapter 9 Zoning; and

WHEREAS, Code Amendment CA 6-24/25-02 is proposed to amend and add to Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 12.8 Lot Line Adjustment, Sec. 9-2.1284(c)(2) and Sec. 9-2.1284(c)(3) such that the width requirement for a lot line adjustment include provisions to account for the lot line adjustment of parcels that are nonconforming to the width requirement of the applied zoning district; and

WHEREAS, additionally amendments are proposed by Planning Department staff to address historic Title 9 Planning and Zoning internal inconsistencies for lot line adjustments to ensure no need for interpretation by the Planning Director concerning lot line adjustment requirements; and

WHEREAS, the Planning Commission held a workshop on November 6, 2025, to review, take public comment on, and propose amendments to Sec. 9-2.1284 Requirements; Article 30 – Agricultural Preserve Zone (AP), Sec. 9-2.3004(c); Article 31 – General Agriculture Zone (GA), Sec. 9-2.3104(c); Article 32 – Timberland Production Zone (TPZ), Sec. 9-2.3204(b); Article 33 – General Forest Zone (GF), Sec. 9-2.3304(c); and Article 34 – Mining Zone (M), Sec. 9-2.3404(c); and

WHEREAS, on November 6, 2025, the Planning Commission made a motion by majority vote with four (4) commissioners for (West, Spencer, Lewis, and Foster), none against, and one (1) commissioner absent (Montgomery) directing Planning Department staff to bring the Franks Code Amendment back in ordinance and resolution format for a public hearing, with the following changes:

1. Remove typographical error under Sec. 9-2.1284(f) as it is duplicative of the language stated under Sec. 9-2.1284(c)(3); and
2. Add language to the proposed amendments that provides clear direction for how the side lines (l_1 and l_2) in the formula to determine the average side length of a nonconforming parcel (${}^L_{nonconforming}$) is determined; and

WHEREAS, the Planning Commission held a properly noticed public hearing on December 4, 2025, for the proposed Franks Code Amendment Ordinance with Planning Commission Resolution Number P.C. 2025-05 and received testimony from all interested parties; and

WHEREAS, Planning Commission Resolution Number P.C. 2025-05, as amended to include the definition of “w-normalized,” was duly passed and adopted by the Plumas County Planning Commission on December 4, 2025, by a roll call vote of five (5) commissioners for (West, Spencer, Lewis, Montgomery, and Foster) and none against recommending the Board of Supervisors find the Franks Code Amendment (CA 6-24/25-02) approval by Ordinance exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) and adopt the Zoning Ordinance approving the Code Amendment (CA 6-24/25-02); and

WHEREAS, the Board of Supervisors held properly noticed public hearings on January 13, 2026, and January 20, 2026, for the Franks Code Amendment (CA 6-24/25-02) and received testimony from all interested parties; and

WHEREAS, the testimony and evidence received justifies the amendment as set forth in Exhibit “1” attached herein to amend Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 12.8. Lot Line Adjustment, Sec. 9-2.1284. Requirements; Chapter 2 Zoning, Article 30. Agricultural Preserve Zone (AP), Sec. 9-2.3004(c). Area, width, and coverage (AP); Chapter 2 Zoning, Article 31. General Agriculture Zone (GA), Sec. 9-2.3104(c). Area, width, and coverage (GA); Chapter 2 Zoning, Article 32. Timberland Production Zone (TPZ), Sec. 9-2.3204(b). Area (TPZ); Chapter 2 Zoning, Article 33. General Forest Zone (GF), Sec. 9-2.3304(c). Area, width, and coverage (GF); and Chapter 2 Zoning, Article 34. Mining Zone (M), Sec. 9-2.3404(c). Area, width, and coverage (M).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Plumas, State of California:

1. Find the Code Amendment (CA 6-24/25-02) amending Chapter 2 Zoning, Title 9 Planning and Zoning of Plumas County Code, approval by Ordinance, pursuant to California Public Resources Code Section 15378, a “zoning ordinance” and is therefore considered a “project” subject to CEQA, exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because after conducting the initial environmental evaluation for the project, which showed no potential adverse effects on the environment, it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment because the project action is a zoning ordinance amendment causing no ground disturbance; and
2. Adopt the Code Amendment Zoning Ordinance approving the Franks Code Amendment (CA 6-24/25-02) Ordinance No. 2026-_____ amending Title 9 Planning and Zoning, Chapter 2 Zoning, of the Plumas County Code as shown in Exhibit “1” attached herein.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on this 20th day of January, 2026, by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:
ABSTAIN: Supervisors:

Mimi Hall, Chair of the Board of Supervisors

ATTEST:

Approved as to form:

Allen Hiskey, Clerk of the Board of Supervisors


Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT “1”

EXHIBIT “1”

FINAL ZONING ORDINANCE

Sec. 9-2.1284. Requirements.

- (a) Lot lines may be adjusted between four or fewer existing adjacent parcels, where the land taken from a parcel is added to an adjacent parcel and where a greater number of parcels than originally existed is not created. Fewer parcels than originally existed may result from a lot line adjustment. A parcel to which no land is added from another parcel, but which is a reduced version of an original parcel may result from a lot line adjustment.
- (b) The review and approval of a lot line adjustment shall be limited to a determination whether or not the parcels resulting from the lot line adjustment will conform to County General Plan and zoning and building ordinances.
- (c) Parcels resulting from a lot line adjustment conform to County ordinances if:
 - (1) The parcels are of the minimum area required by the applied zone, except that:
 - (a) Adjustments to parcels, at least one of which is fully conforming, that are proposed in order to re-align a property line with a well-defined physical feature, including but not limited to a structure, water course, or recorded roadway; or with a zoning district boundary, may be approved if the resulting non-conforming minimum area parcel complies with all other zoning (Title 9 Planning and Zoning), building (Title 8 Building Regulations), and water supply systems and sewage disposal (Title 6 Sanitation and Health) ordinances of the Plumas County Code and the other parcel results in a fully conforming parcel.
 - (b) Adjustments to parcels that are non-conforming in minimum area may be further reduced in area if the purpose of the adjustment is to re-align a property line with a well-defined physical feature, including but not limited to a structure, water course, or recorded roadway; or with a zoning district boundary, if the parcel being reduced in area complies with all other zoning (Title 9 Planning and Zoning), building (Title 8 Building Regulations), and water supply systems and sewage disposal (Title 6 Sanitation and Health) ordinances of the Plumas County Code.
 - (2) The parcels are of the minimum width required by the applied zone, except that:
 - (a) Adjustments to nonconforming parcel(s) must maintain a minimum width using the following formula:
$$W_{nonconforming} = L_{nonconforming} \times W_{normalized}$$
Where:
$$W_{nonconforming} = \text{minimum width required for resulting nonconforming parcel}$$
$$L_{nonconforming} = \text{average side length of nonconforming parcel} = \frac{l_1 + l_2}{2}$$
Where:
 - l_1 = length of side line
 - l_2 = length of opposite side line

EXHIBIT “1”

FINAL ZONING ORDINANCE

Note: l_1 and l_2 side property lines shall be determined pursuant to Plumas County Code Sec. 9-2.275, Property line, which defines “front line,” “side line,” and “rear line.”

$$W_{normalized} = \text{normalized minimum parcel width} = \frac{W_{zoning\ minimum}}{\frac{A_{zoning\ minimum}}{W_{zoning\ minimum}}}$$

Where:

$W_{zoning\ minimum}$ = minimum width as required by the zoning

$A_{zoning\ minimum}$ = minimum gross lot area as required by the zoning

- (b) Resulting nonconforming width parcel(s) may be approved if the parcel(s) comply with all other zoning (Title 9 Planning and Zoning), building (Title 8 Building Regulations), and water supply systems and sewage disposal (Title 6 Sanitation and Health) ordinances of the Plumas County Code.
- (3) Where lot line adjustment minimum area and/or width requirements cannot be met, the Planning Director may determine the minimum area and/or width requirements based on the minimum area and/or width requirements of the next densest zoning district for which the parcel meets the minimum area and/or width requirements.
- (4) Above ground structures on the parcel(s) which are subject to the yard requirements of the applied zone meet those requirements;
- (5) Parking and loading are provided as required by the applied zone;
- (6) No violation of the sign requirements of the applied zone results from the lot line adjustment;
- (7) No violation of any ministerial or discretionary action results from the lot line adjustment;
- (8) No violation of Article 4 (General Requirements) of this Chapter results from the lot line adjustment; and
- (9) The lot line adjustment conforms to the provisions of this article.
- (d) When more than one zone is applied to a parcel resulting from a lot line adjustment, the provisions of Section 9-2.305 of Article 3 (Establishment of Zones-Territory) of this Chapter and of Section 9-2.401(e) of Article 4 (General Requirements-Application) of this Chapter shall apply.
- (e) Notwithstanding any other provision of law, when a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP) [Section 9-2.3004(c)], General Agriculture (GA) [Section 9-2.3104(c)], Timberland Production Zone (TPZ) [Section 9-2.3204(b)], General Forest (GF) [Section 9-2.3304(c)], or Mining Zone (M) [Section 9-2.3404(c)], that area shall be of at least the minimum area required by the zone or the lot line adjustment shall be denied.

(§ 1, Ord. 94-834, eff. June 23, 1994; Ord. 2009-1072, § 1, adopted September 15, 2009)

EXHIBIT “1”

FINAL ZONING ORDINANCE

Sec. 9-2.3004. - Area, width, and coverage (AP).

- (a) The minimum gross lot area in the Agricultural Preserve Zone (AP) shall be eighty (80) acres, except as provided in subsection (b) of this section.
- (b) The minimum gross lot area shall be ten (10) acres solely where the primary use is an agricultural auction yard with no dwelling unit permitted.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP), that area shall be at least the minimum area required by subsections (a) or (b) of this section, as applicable, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and accessory buildings shall cover no more than one acre. Miscellaneous permitted compatible uses shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 3, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.3104. - Area, width, and coverage (GA).

- (a) The minimum gross lot area in the General Agriculture Zone (GA) shall be forty (40) acres.
- (b) The minimum width shall be three hundred (300) feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Agriculture Zone (GA), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and accessory buildings shall cover no more than one (1) acre. Miscellaneous permitted compatible uses shall cover no more than one (1) acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 4, Ord. 94-834, eff. June 23, 1994; § 3(Exh. A), Ord. 2020-1129, adopted May 19, 2020)

Sec. 9-2.3204. - Area (TPZ).

Parcels zoned as Timberland Production Zone (TPZ) shall not be divisible into parcels containing less than forty (40) acres, unless:

- (a) Four-fifths ($\frac{4}{5}$) of the members of the Board find that a proposed division is in the public interest; and
- (b) The original owner prepares a joint timber management plan prepared or approved as to content by a registered professional forester for the parcels to be created. The joint timber management plan shall provide for the management and harvesting of timber by the original owner and any subsequent owners, and shall be recorded with the County Recorder as a deed restriction on all newly-created parcels, and shall be subject to all the other provisions of the Forest Taxation Reform Act of 1976, in addition to the normal requirements of this chapter.

When a parcel resulting from a lot line adjustment contains an area zoned Timberland Production Zone (TPZ), that area shall be of at least the minimum area required by this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 5, Ord. 94-834, eff. June 23, 1994)

Sec. 9-2.3304. - Area, width, and coverage (GF).

- (a) The minimum gross lot area in the General Forest Zone (GF) shall be (40) acres.
- (b) The minimum width shall be 300 feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Forest Zone (GF), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and/or other permitted structure shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 6, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.3404. - Area, width, and coverage (M).

- (a) The minimum gross lot area in the Mining Zone (M) shall be ten (10) acres.
- (b) The minimum width shall be 300 feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned Mining Zone (M), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) The maximum building coverage shall not exceed seventy (70%) percent of the lot area, except that each dwelling unit and accessory buildings shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 6, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

**CODE AMENDMENT ZONING ORDINANCE
FRANKS CODE AMENDMENT (CA 6-24/25-02)
ORDINANCE NO. 2026-_____**

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING,
ARTICLE 12.8. - LOT LINE ADJUSTMENT, SEC. 9-2.1284. - REQUIREMENTS;
ARTICLE 30. - AGRICULTURAL PRESERVE ZONE (AP), SEC. 9-2.3004(c);
ARTICLE 31. - GENERAL AGRICULTURE ZONE (GA), SEC. 9-2.3104(c);
ARTICLE 32. - TIMBERLAND PRODUCTION ZONE (TPZ), SEC. 9-2.3204(b);
ARTICLE 33. - GENERAL FOREST ZONE (GF), SEC. 9-2.3304(c); AND
ARTICLE 34. - MINING ZONE (M), SEC. 9-2.3404(c)**
ENACTED BY BOARD OF SUPERVISORS RESOLUTION NO. 2026-_____

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION 1. Ordinance Amendments

Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, is amended, deleted, or added to and adopted as set forth in the Draft Zoning Ordinance (applicant proposed – red text; staff proposed – green text), as attached in Exhibit “A.”

Chapter 2 Zoning, Article 12.8. Lot Line Adjustment

Sec. 9-2.1284. Requirements.

Chapter 2 Zoning, Article 30. Agricultural Preserve Zone (AP)

Sec. 9-2.3004(c). Area, width, and coverage (AP).

Chapter 2 Zoning, Article 31. General Agriculture Zone (GA)

Sec. 9-2.3104(c). Area, width, and coverage (GA).

Chapter 2 Zoning, Article 32. Timberland Production Zone (TPZ)

Sec. 9-2.3204(b). Area (TPZ).

Chapter 2 Zoning, Article 33. General Forest Zone (GF)

Sec. 9-2.3304(c). Area, width, and coverage (GF).

Chapter 2 Zoning, Article 34. Mining Zone (M)

Sec. 9-2.3404(c). Area, width, and coverage (M).

SECTION 2. Resolutions

The ordinance amendments are consistent with and will serve to implement the Franks Code Amendment (CA 6-24/25-02) Zoning Ordinance recommended by Planning Commission Resolution No. 2025-05 and enacted by the Board of Supervisors Resolution No. 2026-_____.

SECTION 3. Environmental

The ordinance adoption for Code Amendment (CA 6-24/25-02), amending Chapter 2 Zoning, Title 9 Planning and Zoning of Plumas County Code, pursuant to California Public Resources Code Section 15378, is a “zoning ordinance” and is therefore considered a “project” subject to CEQA and is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because after conducting the initial environmental evaluation for the project, which showed no potential adverse effects on the environment, it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment because the project action is a zoning ordinance amendment causing no ground disturbance.

SECTION 4. Codification

This Ordinance shall be codified as set forth in the Final Zoning Ordinance as attached in Exhibit "B."

SECTION 5. Publication

A summary of this Ordinance shall be posted in a prominent location, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the passage of this Ordinance, once, with the names of the supervisors voting for and against this Ordinance, at the Board of Supervisors' chambers and shall remain posted thereafter for at least one (1) week.

SECTION 6. Effective Date

This Ordinance shall become effective 30 days from the date of final passage.

The foregoing Franks Code Amendment (CA 6-24/25-02) Zoning Ordinance was introduced at a regular meeting of the Board of Supervisors on the 13th day of January 2026, and passed and adopted on the 20th day of January 2026 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

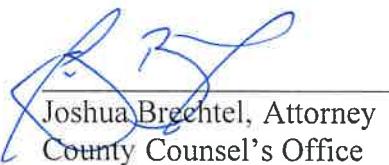
ABSENT: Supervisors:

Mimi Hall, Chair of the Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT “A”

DRAFT ZONING ORDINANCE

Sec. 9-2.1284. Requirements.

- (a) Lot lines may be adjusted between ~~four two~~ or ~~fewer more~~ existing adjacent parcels, where the land taken from a parcel is added to an adjacent parcel and where a greater number of parcels than originally existed is not created. Fewer parcels than originally existed may result from a lot line adjustment. A parcel to which no land is added from another parcel, but which is a reduced version of an original parcel may result from a lot line adjustment.
- (b) The review and approval of a lot line adjustment shall be limited to a determination whether or not the parcels resulting from the lot line adjustment will conform to County **General Plan and** zoning and building ordinances.
- (c) **A P**parcels resulting from a lot line adjustment conforms to County **zoning** ordinances if:
 - (1) The parcels ~~are is~~ of the minimum area required by the applied zone, except that:
 - (a) Adjustments to parcels, at least one of which is fully conforming, that are proposed in order to re-align a property line with a well-defined physical feature, including but not limited to a **structure**, water course, **or** recorded roadway, **or with a zoning district boundary**, may be approved if the resulting non-conforming **minimum area size** parcel complies with all other zoning (Title 9 **Planning and Zoning**), **and** building (Title 8 **Building Regulations**), **requirements** and water supply systems and sewage disposal (Title 6 **Sanitation and Health**) **requirements** ordinances **including those of Title 6** of the Plumas County Code (**Sanitation and Health**) and the other parcel results in a fully conforming parcel.
 - (b) Adjustments to parcels that are non-conforming in **size minimum area** may be further reduced in **area size** if the purpose of the adjustment is to re-align a property line with a well-defined physical feature, including but not limited to a **structure**, water course, or recorded roadway, or with a **zoning district boundary**, if the parcel being reduced in **area size** complies with all other zoning (Title 9 **Planning and Zoning**), **and** building (Title 8 **Building Regulations**), and **water supply systems and sewage disposal (Title 6 Sanitation and Health) requirements** ordinances **including those of Title 6** of the Plumas County Code (**Sanitation and Health**).
 - (2) The parcels ~~has are~~ of the minimum width required by the applied zone, **except that:**
 - (a) Adjustments to nonconforming parcel(s) must maintain a minimum width using the following formula:

$$W_{nonconforming} = L_{nonconforming} \times W_{normalized}$$

Where:

W_{nonconforming} = minimum width required for resulting nonconforming parcel

$$L_{nonconforming} = \text{average side length of nonconforming parcel} = \frac{l_1 + l_2}{2}$$

Where:

l₁ = length of side line

l₂ = length of opposite side line

EXHIBIT “A”

DRAFT ZONING ORDINANCE

Note: l_1 and l_2 side property lines shall be determined pursuant to Plumas County Code Sec. 9-2.275, Property line, which defines “front line,” “side line,” and “rear line.”

$$W_{normalized} = \text{normalized minimum parcel width} = \frac{W_{zoning\ minimum}}{\frac{A_{zoning\ minimum}}{W_{zoning\ minimum}}}$$

Where:

$W_{zoning\ minimum}$ = minimum width as required by the zoning

$A_{zoning\ minimum}$ = minimum gross lot area as required by the zoning

- (b) Resulting nonconforming width parcel(s) may be approved if the parcel(s) comply with all other zoning (Title 9 Planning and Zoning), building (Title 8 Building Regulations), and water supply systems and sewage disposal (Title 6 Sanitation and Health) ordinances of the Plumas County Code.
- (3) Where lot line adjustment minimum area and/or width requirements cannot be met, the Planning Director may determine the minimum area and/or width requirements based on the minimum area and/or width requirements of the next densest zoning district for which the parcel meets the minimum area and/or width requirements.

(34) Above ground structures on the parcel(s) which are subject to the yard requirements of the applied zone meet those requirements;

(45) Parking and loading ~~is are~~ provided as required by the applied zone;

(56) No violation of the sign requirements of the applied zone results from the lot line adjustment;

(67) No violation of any ~~ministerial or discretionary action special use permit, planned development permit, variance or site development permit~~ results from the lot line adjustment;

(78) No violation of Article 4 (General Requirements) of this Chapter results from the lot line adjustment; and

(89) The lot line adjustment conforms to the provisions of this article.

- (d) When more than one zone is applied to a parcel resulting from a lot line adjustment, the provisions of Section 9-2.305 of Article 3 (Establishment of Zones-Territory) of this Chapter and of Section 9-2.401(e) of Article 4 (General Requirements-Application) of this Chapter shall apply.
- (e) Notwithstanding any other provision of law, when a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP) [Section 9-2.3004(c)], General Agriculture (GA) [Section 9-2.3104(c)], Timberland Production Zone (TPZ) [Section 9-2.3204(b)], General Forest (GF) [Section 9-2.3304(c)], or Mining Zone (M) [Section 9-2.3404(c)], that area shall be of at least the minimum area required by the zone or the lot line adjustment shall be denied.

(§ 1, Ord. 94-834, eff. June 23, 1994; Ord. 2009-1072, § 1, adopted September 15, 2009)

EXHIBIT “A”

DRAFT ZONING ORDINANCE

Sec. 9-2.3004. - Area, width, and coverage (AP).

- (a) The minimum gross lot area in the Agricultural Preserve Zone (AP) shall be eighty (80) acres, except as provided in subsection (b) of this section.
- (b) The minimum gross lot area shall be ten (10) acres solely where the primary use is an agricultural auction yard with no dwelling unit permitted.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP), that area shall be at least the minimum area required by subsections (a) or (b) of this section, as applicable, or the lot line adjustment shall be denied [[Section 9-2.1284\(e\)](#)].
- (d) Each dwelling unit and accessory buildings shall cover no more than one acre. Miscellaneous permitted compatible uses shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 3, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.3104. - Area, width, and coverage (GA).

- (a) The minimum gross lot area in the General Agriculture Zone (GA) shall be forty (40) acres.
- (b) The minimum width shall be three hundred (300) feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Agriculture Zone (GA), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [[Section 9-2.1284\(e\)](#)].
- (d) Each dwelling unit and accessory buildings shall cover no more than one (1) acre. Miscellaneous permitted compatible uses shall cover no more than one (1) acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 4, Ord. 94-834, eff. June 23, 1994; § 3(Exh. A), Ord. 2020-1129, adopted May 19, 2020)

Sec. 9-2.3204. - Area (TPZ).

Parcels zoned as Timberland Production Zone (TPZ) shall not be divisible into parcels containing less than forty (40) acres, unless:

- (a) Four-fifths ($\frac{4}{5}$) of the members of the Board find that a proposed division is in the public interest; and
- (b) The original owner prepares a joint timber management plan prepared or approved as to content by a registered professional forester for the parcels to be created. The joint timber management plan shall provide for the management and harvesting of timber by the original owner and any subsequent owners, and shall be recorded with the County Recorder as a deed restriction on all newly-created parcels, and shall be subject to all the other provisions of the Forest Taxation Reform Act of 1976, in addition to the normal requirements of this chapter.

When a parcel resulting from a lot line adjustment contains an area zoned Timberland Production Zone (TPZ), that area shall be of at least the minimum area required by this section, or the lot line adjustment shall be denied [[Section 9-2.1284\(e\)](#)].

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 5, Ord. 94-834, eff. June 23, 1994)

Sec. 9-2.3304. - Area, width, and coverage (GF).

- (a) The minimum gross lot area in the General Forest Zone (GF) shall be (40) acres.
- (b) The minimum width shall be 300 feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Forest Zone (GF), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and/or other permitted structure shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 6, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.3404. - Area, width, and coverage (M).

- (a) The minimum gross lot area in the Mining Zone (M) shall be ten (10) acres.
- (b) The minimum width shall be 300 feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned Mining Zone (M), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) The maximum building coverage shall not exceed seventy (70%) percent of the lot area, except that each dwelling unit and accessory buildings shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 6, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

EXHIBIT “B”

FINAL ZONING ORDINANCE

Sec. 9-2.1284. Requirements.

- (a) Lot lines may be adjusted between four or fewer existing adjacent parcels, where the land taken from a parcel is added to an adjacent parcel and where a greater number of parcels than originally existed is not created. Fewer parcels than originally existed may result from a lot line adjustment. A parcel to which no land is added from another parcel, but which is a reduced version of an original parcel may result from a lot line adjustment.
- (b) The review and approval of a lot line adjustment shall be limited to a determination whether or not the parcels resulting from the lot line adjustment will conform to County General Plan and zoning and building ordinances.
- (c) Parcels resulting from a lot line adjustment conform to County ordinances if:
 - (1) The parcels are of the minimum area required by the applied zone, except that:
 - (a) Adjustments to parcels, at least one of which is fully conforming, that are proposed in order to re-align a property line with a well-defined physical feature, including but not limited to a structure, water course, or recorded roadway, or with a zoning district boundary, may be approved if the resulting non-conforming minimum area parcel complies with all other zoning (Title 9 Planning and Zoning), building (Title 8 Building Regulations), and water supply systems and sewage disposal (Title 6 Sanitation and Health) ordinances of the Plumas County Code and the other parcel results in a fully conforming parcel.
 - (b) Adjustments to parcels that are non-conforming in minimum area may be further reduced in area if the purpose of the adjustment is to re-align a property line with a well-defined physical feature, including but not limited to a structure, water course, or recorded roadway, or with a zoning district boundary, if the parcel being reduced in area complies with all other zoning (Title 9 Planning and Zoning), building (Title 8 Building Regulations), and water supply systems and sewage disposal (Title 6 Sanitation and Health) ordinances of the Plumas County Code.
 - (2) The parcels are of the minimum width required by the applied zone, except that:
 - (a) Adjustments to nonconforming parcel(s) must maintain a minimum width using the following formula:
$$W_{nonconforming} = L_{nonconforming} \times W_{normalized}$$
Where:
$$W_{nonconforming} = \text{minimum width required for resulting nonconforming parcel}$$
$$L_{nonconforming} = \text{average side length of nonconforming parcel} = \frac{l_1 + l_2}{2}$$
Where:
 - l_1 = length of side line
 - l_2 = length of opposite side line

EXHIBIT “B”

FINAL ZONING ORDINANCE

Note: l_1 and l_2 side property lines shall be determined pursuant to Plumas County Code Sec. 9-2.275, Property line, which defines “front line,” “side line,” and “rear line.”

$$W_{normalized} = \text{normalized minimum parcel width} = \frac{W_{zoning\ minimum}}{\frac{A_{zoning\ minimum}}{W_{zoning\ minimum}}}$$

Where:

$W_{zoning\ minimum}$ = minimum width as required by the zoning

$A_{zoning\ minimum}$ = minimum gross lot area as required by the zoning

- (b) Resulting nonconforming width parcel(s) may be approved if the parcel(s) comply with all other zoning (Title 9 Planning and Zoning), building (Title 8 Building Regulations), and water supply systems and sewage disposal (Title 6 Sanitation and Health) ordinances of the Plumas County Code.
- (3) Where lot line adjustment minimum area and/or width requirements cannot be met, the Planning Director may determine the minimum area and/or width requirements based on the minimum area and/or width requirements of the next densest zoning district for which the parcel meets the minimum area and/or width requirements.
- (4) Above ground structures on the parcel(s) which are subject to the yard requirements of the applied zone meet those requirements;
- (5) Parking and loading are provided as required by the applied zone;
- (6) No violation of the sign requirements of the applied zone results from the lot line adjustment;
- (7) No violation of any ministerial or discretionary action results from the lot line adjustment;
- (8) No violation of Article 4 (General Requirements) of this Chapter results from the lot line adjustment; and
- (9) The lot line adjustment conforms to the provisions of this article.
- (d) When more than one zone is applied to a parcel resulting from a lot line adjustment, the provisions of Section 9-2.305 of Article 3 (Establishment of Zones-Territory) of this Chapter and of Section 9-2.401(e) of Article 4 (General Requirements-Application) of this Chapter shall apply.
- (e) Notwithstanding any other provision of law, when a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP) [Section 9-2.3004(c)], General Agriculture (GA) [Section 9-2.3104(c)], Timberland Production Zone (TPZ) [Section 9-2.3204(b)], General Forest (GF) [Section 9-2.3304(c)], or Mining Zone (M) [Section 9-2.3404(c)], that area shall be of at least the minimum area required by the zone or the lot line adjustment shall be denied.

(§ 1, Ord. 94-834, eff. June 23, 1994; Ord. 2009-1072, § 1, adopted September 15, 2009)

EXHIBIT “B”

FINAL ZONING ORDINANCE

Sec. 9-2.3004. - Area, width, and coverage (AP).

- (a) The minimum gross lot area in the Agricultural Preserve Zone (AP) shall be eighty (80) acres, except as provided in subsection (b) of this section.
- (b) The minimum gross lot area shall be ten (10) acres solely where the primary use is an agricultural auction yard with no dwelling unit permitted.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned Agricultural Preserve Zone (AP), that area shall be at least the minimum area required by subsections (a) or (b) of this section, as applicable, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and accessory buildings shall cover no more than one acre. Miscellaneous permitted compatible uses shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 3, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.3104. - Area, width, and coverage (GA).

- (a) The minimum gross lot area in the General Agriculture Zone (GA) shall be forty (40) acres.
- (b) The minimum width shall be three hundred (300) feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Agriculture Zone (GA), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and accessory buildings shall cover no more than one (1) acre. Miscellaneous permitted compatible uses shall cover no more than one (1) acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 4, Ord. 94-834, eff. June 23, 1994; § 3(Exh. A), Ord. 2020-1129, adopted May 19, 2020)

Sec. 9-2.3204. - Area (TPZ).

Parcels zoned as Timberland Production Zone (TPZ) shall not be divisible into parcels containing less than forty (40) acres, unless:

- (a) Four-fifths ($\frac{4}{5}$) of the members of the Board find that a proposed division is in the public interest; and
- (b) The original owner prepares a joint timber management plan prepared or approved as to content by a registered professional forester for the parcels to be created. The joint timber management plan shall provide for the management and harvesting of timber by the original owner and any subsequent owners, and shall be recorded with the County Recorder as a deed restriction on all newly-created parcels, and shall be subject to all the other provisions of the Forest Taxation Reform Act of 1976, in addition to the normal requirements of this chapter.

When a parcel resulting from a lot line adjustment contains an area zoned Timberland Production Zone (TPZ), that area shall be of at least the minimum area required by this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 5, Ord. 94-834, eff. June 23, 1994)

Sec. 9-2.3304. - Area, width, and coverage (GF).

- (a) The minimum gross lot area in the General Forest Zone (GF) shall be (40) acres.
- (b) The minimum width shall be 300 feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned General Forest Zone (GF), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) Each dwelling unit and/or other permitted structure shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 6, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

Sec. 9-2.3404. - Area, width, and coverage (M).

- (a) The minimum gross lot area in the Mining Zone (M) shall be ten (10) acres.
- (b) The minimum width shall be 300 feet.
- (c) When a parcel resulting from a lot line adjustment contains an area zoned Mining Zone (M), that area shall be of at least the minimum area required by subsection (a) of this section, or the lot line adjustment shall be denied [Section 9-2.1284(e)].
- (d) The maximum building coverage shall not exceed seventy (70%) percent of the lot area, except that each dwelling unit and accessory buildings shall cover no more than one acre.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 6, Ord. 94-834, eff. June 23, 1994; § 1(Exh. A), Ord. 2019-1122, adopted October 15, 2019)

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
NOTICE OF EXEMPTION (NOE)**

TO: **Office of Planning & Research**
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
<https://ceqanet opr.ca.gov/>
 County Clerk
County of Plumas

FROM: **Plumas County**
Planning Department
555 Main Street
Quincy, CA 95971
Lead Agency Contact Person
Planning Director Tracey Ferguson
(530) 283-6214

Project Title: Franks Code Amendment CA 6-24/25-02

Project Applicant: Robert and Robyn Franks

Project Location: Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning

Description of Project: Amending, deleting, or adding sections of Chapter 2 Zoning, Article 12.8. Lot Line Adjustment, Sec. 9-2.1284. Requirements, such that the width requirement for a lot line adjustment would include provisions for an ‘exception’ to account for the lot line adjustment of a parcel that is non-conforming to the width requirement of the applied zoning district, in addition, to addressing historic Title 9 Planning and Zoning internal inconsistencies for lot line adjustments to ensure no need for interpretation by the Planning Director concerning lot line adjustment requirements, and to include cross references for lot line adjustment requirements under Chapter 2 Zoning, Article 30. Agricultural Preserve Zone (AP), Sec. 9-2.3004(c); Article 31. General Agriculture Zone (GA), Sec. 9-2.3104(c); Article 32. Timberland Production Zone (TPZ), Sec. 9-2.3204(b); Article 33. General Forest Zone (GF), Sec. 9-2.3304(c); and Article 34. Mining Zone (M), Sec. 9-2.3404(c).

Name of Public Agency Approving Project: Plumas County Board of Supervisors

Name of Person or Agency Carrying Out Project: County of Plumas

Exempt Status (Check one)

No possible significant environmental effect [Sec. 21082.2; 15061(b)(3)];

Ministerial [Sec. 21080(b)(1); 15268];

Categorical Exemption. Section Number: Section 15305 (Class 5)

Statutory Exemptions. State Code Number:

Reason why project is exempt: Pursuant to California Public Resources Code Section 15378, the Franks Code Amendment (CA 6-24/25-02) is a “zoning ordinance” and is therefore considered a “project” subject to CEQA proposed to be exempt from the requirements under Guidelines Section 15061(b)(3) because after conducting the initial environmental evaluation for the project it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment because the project action is an ordinance amendment causing no ground disturbance.

Date _____ Mimi Hall, Chair, Plumas County Board of Supervisors

Date Filed _____ Marcy DeMartile, County Clerk/Deputy

Certificate of Posting

I hereby certify that from _____ to _____ (30 days), I posted a copy of this Notice of Exemption in the Office of the Plumas County Clerk.

By _____
MARCY DEMARTILE, County Clerk/Deputy

Date: _____



**PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Martee Nieman, Auditor-Controller

MEETING DATE: January 20, 2026

SUBJECT: Approve and authorize supplemental budget transfer of \$365,884.00 from Fund Balance to ANN SOFTWARE FEE MAINT #510411 to cover software expenses no longer paid by Information Technologies, not budgeted during the budget meetings; approved by Auditor/Controller. **Four/Fifths roll call vote**

Recommendation:

Approve and authorize supplemental budget transfer of \$365,884.00 from Fund Balance to ANN SOFTWARE FEE MAINT #510411 to cover software expenses no longer paid by Information Technologies, not budgeted during the budget meetings; approved by Auditor/Controller. **Four/Fifths roll call vote**

Background and Discussion:

Software expenses no longer paid by Information Technologies, not budgeted during budget meetings.

Action:

Approve and authorize supplemental budget transfer of \$365,884.00 from Fund Balance to ANN SOFTWARE FEE MAINT #510411 to cover software expenses no longer paid by Information Technologies, not budgeted during the budget meetings; approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

Use of Fund Balance

Attachments:

1. 20260116083457

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: AUDITOR/ ASSESSOR/Clerk Dept. No: 20040/20060 /2040 Date 1/15/2026

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

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
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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

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) SOFTWARE EXPENSES NO LONGER PAID BY IT, NOT BUDGETED DURING BUDGET MEETINGS

B) USE OF FUND BALANCE

C) PAYMENTS MUST BE MADE FY 25/26

D) _____

Approved by Department Signing Authority: _____

Approved/ Recommended _____ Disapproved/ Not recommended _____

Auditor/Controller Signature: Mantee Neine

Board Approval Date: 1/20/2026

Agenda Item No. 2026-105

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.



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Jeff Engel, Supervisor - District 5

MEETING DATE: January 20, 2026

SUBJECT: Appoint Darla Thompson and Charlotte Willis to the Grizzly Lake Community Services District (GLCSD) for a term ending December 2027; discussion and possible action.

Recommendation:

Appoint Darla Thompson and Charlotte Willis to the Grizzly Lake Community Services District (GLCSD) for a term ending December 2027; discussion and possible action.

Background and Discussion:

The Grizzly Lake Community Services District seeks the appointment of these individuals in order to make a quorum.

Action:

Appoint Darla Thompson and Charlotte Willis to the Grizzly Lake Community Services District (GLCSD) for a term ending December 2027; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. 20260116083750

APPLICATION FOR PUBLIC MEMBER APPOINTMENT TO ADVISORY BOARDS OR COMMISSIONS APPOINTED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS

Name Darla Thompson Email

Employer's Name _____ **Telephone:** _____
& Address

Present Occupation retired Are You Over 18 Years of Age yes

Board/Commission Applied for **GLCSD Board Member**

As representative of (check one) Supervisorial District # 5 (OR) At Large _____

Summary of Qualifications for Position:

Previous board member

Reasons for Applying: term expired

List any organizations of which you are an officer or an employee which are funded by or provide services to county government: none

Date 01/10/20 Signature Barbara Thompson

**Please return to: Clerk, Plumas County Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971**

Additional information may be attached.

NOTE: This application will remain valid for a period of one year. If you wish information on requirements for positions, or on the status of your application, please contact the Clerk of the Board of Supervisors, (530) 283-6170.

**APPLICATION FOR PUBLIC MEMBER APPOINTMENT TO ADVISORY BOARDS OR
COMMISSIONS APPOINTED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS**

Name Charlotte Willis Email ██████████

Mailing Address _____ Street _____

96122 Zip _____ Telephone: _____

Town _____

Employer's Name _____ Telephone: _____

Present Occupation Are You Over 18 Years of Age yes

Board/Commission Applied for GLCSD Board Member

As representative of (check one) Supervisorial District # 5 (OR) At Large

Summary of Qualifications for Position: _____

Previous board member

Reasons for Applying: term expired

List any organizations of which you are an officer or an employee which are funded by or provide services to county government. none

Date 01/10/20 Signature Charlotte Doxie Miller

**Please return to: Clerk, Plumas County Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971**

Additional information may be attached.

NOTE: This application will remain valid for a period of one year. If you wish information on requirements for positions, or on the status of your application, please contact the Clerk of the Board of Supervisors, (530) 283-6170.



**PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Dwight Ceresola, Supervisor - District 1
MEETING DATE: January 20, 2026
SUBJECT: Appoint Terry Williams, Edward Fruchtenicht, and Gray France to the Portola Cemetery District for a term ending December 2030; discussion and possible action.

Recommendation:

Appoint Terry Williams, Edward Fruchtenicht, and Gray France to the Portola Cemetery District for a term ending December 2030; discussion and possible action.

Background and Discussion:

The Portola Cemetery District is seeking the re-appointment of the following individuals in order to form a quorum.

Action:

Appoint Terry Williams, Edward Fruchtenicht, and Gray France to the Portola Cemetery District for a term ending December 2030; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. 20260116084410

+ 577

APPLICATION FOR PUBLIC MEMBER APPOINTMENT TO ADVISORY BOARDS OR COMMISSIONS APPOINTED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS

Name Terry Williams

Email [REDACTED]

Mailing Address [REDACTED]

Telephone [REDACTED]

Employer's Name retired
& Address

Telephone: [REDACTED]

Present Occupation ~ Are You Over 18 Years of Age Yes

Board/Commission Applied for Portola Cemetery District

As representative of (check one) Supervisorial District # 1 (OR) At Large

Summary of Qualifications for Position: retired educator + consultant

Reasons for Applying: wanting to serve our community

List any organizations of which you are an officer or an employee which are funded by or provide services to county government:

Date 1/8/20

Signature Terry Williams

Please return to: Clerk, Plumas County Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971

Additional information may be attached.

NOTE: This application will remain valid for a period of one year. If you wish information on requirements for positions, or on the status of your application, please contact the Clerk of the Board of Supervisors, (530) 283-6170.

**APPLICATION FOR PUBLIC MEMBER APPOINTMENT TO ADVISORY BOARDS OR
COMMISSIONS APPOINTED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS**

Name Edward Pat Fruchtenicht Email [REDACTED]

Mailing Address [REDACTED] Street [REDACTED]
Portola CA 96122
Town Zip

Telephone: [REDACTED]

Employer's Name Retired Telephone: _____
& Address

Present Occupation _____ Are You Over 18 Years of Age yes

Board/Commission Applied for Portola Cem. District

As representative of (check one) Supervisorial District #1 (OR) At Large _____

Summary of Qualifications for Position Been a board member 15+ yrs

Reasons for Applying: Continue on back

List any organizations of which you are an officer or an employee which are funded by or provide services to county government: _____

Date 01-14-2026

Signature Edward Fruchtenicht

Please return to: Clerk, Plumas County Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971

Additional information may be attached.

NOTE: This application will remain valid for a period of one year. If you wish information on requirements for positions, or on the status of your application, please contact the Clerk of the Board of Supervisors, (530) 283-6170.

**APPLICATION FOR PUBLIC MEMBER APPOINTMENT TO ADVISORY BOARDS OR
COMMISSIONS APPOINTED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS**

Name GARY LEE FRANCE Email N/A

Mailing Address REDACTED

Town BECKWOURTH CA Zip 96129 Street REDACTED Telephone REDACTED

Employer's Name _____ Telephone: _____
& Address

Present Occupation RETIRED Are You Over 18 Years of Age YES

Board/Commission Applied for A BOARD MEMBER FOR 15 YEARS

As representative of (check one) Supervisorial District _____ (OR) At Large _____

Summary of Qualifications for Position: _____

Reasons for Applying: TO REMAIN ON THE BOARD

List any organizations of which you are an officer or an employee which are funded by or provide services to county government: _____

Date 01/14/26 Signature Gary L. France

Please return to: Clerk, Plumas County Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971

Additional information may be attached.

NOTE: This application will remain valid for a period of one year. If you wish information on requirements for positions, or on the status of your application, please contact the Clerk of the Board of Supervisors, (530) 283-6170.



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: January 20, 2026

SUBJECT: Informational Item Only: Ralph M. Brown Act, wholesale update of the Brown Act under Senate Bill (SB) 707; discussion item only.

Recommendation:

Informational Item Only: Ralph M. Brown Act, wholesale update of the Brown Act under Senate Bill (SB) 707; discussion item only.

Background and Discussion:

The Ralph M. Brown Act (Brown Act)¹ was enacted in 1953. The purpose behind the Brown Act, as originally adopted and as it remains today, is to ensure that actions of local public agencies—including their deliberations—are taken in open and public meetings, with posted agendas, and where all persons are permitted to attend and participate. Over the years, the Brown Act has frequently been amended to address new issues affecting government transparency, including those brought about by new technologies (e.g., the internet and the ability to hold “remote” or “virtual” meetings).

These incremental changes gave way in 2025 to a wholesale update of the Brown Act under Senate Bill (SB) 707. This legislation added or amended dozens of provisions of the Brown Act, including new remote meeting participation and agenda translation requirements, language interpretation assistance, and updates to local agency websites regarding meeting notices and how members of the public may participate in meetings. SB 707 also mandated for the first time that a local agency “provide” every elected or appointed legislative body member with a “copy” of the Brown Act.

While it is not an unreasonable directive that local officials be provided with a copy of the Brown Act, neither the Legislature nor any State agency actually compiles the myriad provisions of the Brown Act into a single document.

Action:

Informational Item Only: Ralph M. Brown Act, wholesale update of the Brown Act under Senate Bill (SB) 707; discussion item only.

Fiscal Impact:

Informational Item Only, No General Fund Impact.

Attachments:

1. Brown-Act-2026



Brown Act 2026

Compiled by:
Burke, Williams & Sorensen, LLP
January 1, 2026

Law Offices Throughout California
bwslaw.com

PREFACE

The Ralph M. Brown Act (Brown Act)¹ was enacted in 1953. The purpose behind the Brown Act, as originally adopted and as it remains today, is to ensure that actions of local public agencies—including their deliberations—are taken in open and public meetings, with posted agendas, and where all persons are permitted to attend and participate. Over the years, the Brown Act has frequently been amended to address new issues affecting government transparency, including those brought about by new technologies (e.g., the internet and the ability to hold “remote” or “virtual” meetings).

These incremental changes gave way in 2025 to a wholesale update of the Brown Act under Senate Bill (SB) 707. This legislation added or amended dozens of provisions of the Brown Act including new remote meeting participation and agenda translation requirements, language interpretation assistance, and updates to local agency websites regarding meeting notices and how members of the public may participate in meetings. SB 707 also mandated for the first time that a local agency “provide” every elected or appointed legislative body member with a “copy” of the Brown Act.

While it is not an unreasonable directive that local officials be provided with a copy of the Brown Act, neither the Legislature nor any State agency actually compiles the myriad provisions of the Brown Act into a single document. To address this need, Burke, Williams & Sorensen, LLP has created this compilation of the text of Brown Act in effect as of January 1, 2026. We hope that this handy copy will, like the Brown Act itself, aid in the conduct of the “people’s business.”

The provisions of the Brown Act are also available on line through the California Legislative Information website at:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=2.&ti

We expect that the Brown Act will continue to be amended, and encourage local officials and the public to check the Legislative Information website to ensure reliance on the most current text of the Brown Act.

Donald M. Davis, Esq.

Burke, Williams & Sorensen, LLP

¹ Codified in the California Government Code beginning at Section 54950 and following.

Government Code - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57607] (Title 5 added by Stats. 1949, Ch. 81.)

DIVISION 2. CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 55821] (Division 2 added by Stats. 1949, Ch. 81.)

PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 54999.7] (Part 1 added by Stats. 1949, Ch. 81.)

CHAPTER 9. Meetings [54950 - 54963] (Chapter 9 added by Stats. 1953, Ch. 1588.)

54950. In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly.

The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.

(Added by Stats. 1953, Ch. 1588.)

54950.5. This chapter shall be known as the Ralph M. Brown Act.

(Added by Stats. 1961, Ch. 115.)

54951. As used in this chapter, "local agency" means a county, city, whether general law or chartered, city and county, town, school district, municipal corporation, district, political subdivision, or any board, commission or agency thereof, or other local public agency.

(Amended by Stats. 1959, Ch. 1417.)

54952. As used in this chapter, "legislative body" means:

(a) The governing body of a local agency or any other local body created by state or federal statute.

(b) A commission, committee, board, or other body of a local agency, whether permanent or temporary, decisionmaking or advisory, created by charter, ordinance, resolution, or formal action of a legislative body. However, advisory committees, composed solely of the members of the legislative body that are less than a quorum of the legislative body are not legislative bodies, except that standing committees of a legislative body, irrespective of their composition, which have a continuing subject matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body are legislative bodies for purposes of this chapter.

(c) (1) A board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity that either:

(A) Is created by the elected legislative body in order to exercise authority that may lawfully be delegated by the elected governing body to a private corporation, limited liability company, or other entity.

(B) Receives funds from a local agency and the membership of whose governing body includes a member of the legislative body of the local agency appointed to that governing body as a full voting member by the legislative body of the local agency.

(2) Notwithstanding subparagraph (B) of paragraph (1), no board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity that receives funds from a local agency and, as of February 9, 1996, has a member of the legislative body of the local agency as a full voting member of the governing body of that private corporation, limited liability company, or other entity shall be relieved from the public meeting requirements of this chapter by virtue of a change in status of the full voting member to a nonvoting member.

(d) The lessee of any hospital the whole or part of which is first leased pursuant to subdivision (p) of Section 32121 of the Health and Safety Code after January 1, 1994, where the lessee exercises any material authority of a legislative body of a local agency delegated to it by that legislative body whether the lessee is organized and operated by the local agency or by a delegated authority.

(Amended by Stats. 2002, Ch. 1073, Sec. 2. Effective January 1, 2003.)

54952.1. Any person elected to serve as a member of a legislative body who has not yet assumed the duties of office shall conform his or her conduct to the requirements of this chapter and shall be treated for purposes of enforcement of this chapter as if he or she has already assumed office.

(Amended by Stats. 1994, Ch. 32, Sec. 2. Effective March 30, 1994. Operative April 1, 1994, by Sec. 23 of Ch. 32.)

54952.2. (a) As used in this chapter, “meeting” means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the

local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(3) (A) Paragraph (1) shall not be construed as preventing a member of the legislative body from engaging in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body provided that a majority of the members of the legislative body do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body. A member of the legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

(B) For purposes of this paragraph, all of the following definitions shall apply:

- (i) "Discuss among themselves" means communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body.
- (ii) "Internet-based social media platform" means an online service that is open and accessible to the public.
- (iii) "Open and accessible to the public" means that members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

- (1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).
- (2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.
- (3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or

organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

(Amended by Stats. 2025, Ch. 327, Sec. 1. (SB 707) Effective January 1, 2026.)

54952.3. (a) A legislative body that has convened a meeting and whose membership constitutes a quorum of any other legislative body may convene a meeting of that other legislative body, simultaneously or in serial order, only if a clerk or a member of the convened legislative body verbally announces, prior to convening any simultaneous or serial order meeting of that subsequent legislative body, the amount of compensation or stipend, if any, that each member will be entitled to receive as a result of convening the simultaneous or serial meeting of the subsequent legislative body and identifies that the compensation or stipend shall be provided as a result of convening a meeting for which each member is entitled to collect compensation or a stipend. However, the clerk or member of the legislative body shall not be required to announce the amount of compensation if the amount of compensation is prescribed in statute and no additional compensation has been authorized by a local agency.

(b) For purposes of this section, compensation and stipend shall not include amounts reimbursed for actual and necessary expenses incurred by a member in the performance of the member's official duties, including, but not limited to, reimbursement of expenses relating to travel, meals, and lodging.

(Added by Stats. 2011, Ch. 91, Sec. 1. (AB 23) Effective January 1, 2012.)

54952.6. As used in this chapter, "action taken" means a collective decision made by a majority of the members of a legislative body, a collective commitment or promise by a majority of the members of a legislative body to make a positive or a negative decision, or an actual vote by a majority of the members of a legislative body when sitting as a body or entity, upon a motion, proposal, resolution, order or ordinance.

(Added by Stats. 1961, Ch. 1671.)

54952.7. A local agency shall provide a copy of this chapter to any person elected or appointed to serve as a member of a legislative body of the local agency.

(Amended by Stats. 2025, Ch. 327, Sec.3. (SB 707) Effective January 1, 2026.)

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as expressly provided in this chapter.

(4) The teleconferencing requirements of this subdivision shall not apply to remote participation described in subdivision (c).

(c) (1) Nothing in this chapter shall be construed to prohibit a member of a legislative body with a disability from participating in any meeting of the legislative body by remote participation as a reasonable accommodation pursuant to any applicable law.

(2) A member of a legislative body participating in a meeting by remote participation pursuant to this subdivision shall do both of the following:

(A) The member shall participate through both audio and visual technology, except that any member with a disability, as defined in Section 12102 of Title 42 of the United States Code, may participate only through audio technology if a physical condition related to their disability results in a need to participate off camera.

(B) The member shall disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any of those individuals.

(3) Remote participation under this subdivision shall be treated as in-person attendance at the physical meeting location for all purposes, including any requirement that a quorum of the legislative body participate from any particular location. The provisions of subdivision (b) and Sections 54953.8 to 54953.8.7, inclusive, shall not apply to remote participation under this subdivision.

(d) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) (A) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of either of the following during the open meeting in which the final action is to be taken:

(i) A local agency executive, as defined in subdivision (d) of Section 3511.1.

(ii) A department head or other similar administrative officer of the local agency.

(B) This paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(e) For purposes of this section, both of the following definitions apply:

(1) "Disability" means a physical disability or a mental disability as those terms are defined in Section 12926 and used in Section 12926.1, or a disability as defined in Section 12102 of Title 42 of the United States Code.

(2) (A) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(B) Notwithstanding subparagraph (A), "teleconference" does not include one or more members watching or listening to a meeting via webcasting or any other similar

electronic medium that does not permit members to interactively speak, discuss, or deliberate on matters.

(3) “Remote participation” means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting.

(Amended by Stats. 2025, Ch. 327, Sec.4. (SB 707) Effective January 1, 2026.)

54953.1. The provisions of this chapter shall not be construed to prohibit the members of the legislative body of a local agency from giving testimony in private before a grand jury, either as individuals or as a body.

(Added by Stats. 1979, Ch. 950.)

54953.2. All meetings of a legislative body of a local agency that are open and public shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(Added by Stats. 2002, Ch. 300, Sec. 5. Effective January 1, 2003.)

54953.3. A member of the public shall not be required, as a condition to attendance at a meeting of a legislative body of a local agency, to register his or her name, to provide other information, to complete a questionnaire, or otherwise to fulfill any condition precedent to his or her attendance.

If an attendance list, register, questionnaire, or other similar document is posted at or near the entrance to the room where the meeting is to be held, or is circulated to the persons present during the meeting, it shall state clearly that the signing, registering, or completion of the document is voluntary, and that all persons may attend the meeting regardless of whether a person signs, registers, or completes the document.

(Amended by Stats. 1981, Ch. 968, Sec. 28.)

54953.4. (a) The Legislature finds and declares that public access, including through translation of agendas as required by this section, is necessary for an informed populace. The Legislature encourages local agencies to adopt public access requirements that exceed the requirements of this chapter by translating additional languages, employing human translators, and conducting additional outreach.

(b) (1) In addition to any other applicable requirements of this chapter, a meeting held by a eligible legislative body pursuant to this chapter shall comply with both of the following requirements:

(A) (i) (I) (ia) All open and public meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, except if adequate telephonic or internet service is not operational at the meeting location. If adequate telephonic or internet service is operational at the meeting location during

only a portion of the meeting, the legislative body shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform during that portion of the meeting.

(ib) (Ia) On or before July 1, 2026, an eligible legislative body shall approve at a noticed public meeting in open session, not on the consent calendar, a policy regarding disruption of telephonic or internet service occurring during meetings subject to this sub-subclause. The policy shall address the procedures for recessing and reconvening a meeting in the event of disruption and the efforts that the eligible legislative body shall make to attempt to restore the service.

(Ib) If a disruption of telephonic or internet service that prevents members of the public from attending or observing the meeting via the two-way telephonic service or two-way audiovisual platform occurs during the meeting, the eligible legislative body shall recess the open session of the meeting for at least one hour and make a good faith attempt to restore the service. The eligible legislative body may meet in closed session during this period. The eligible legislative body shall not reconvene the open session of the meeting until at least one hour following the disruption, or until telephonic or internet service is restored, whichever is earlier.

(Ic) Upon reconvening the open session, if telephonic or internet service has not been restored, the eligible legislative body shall adopt a finding by rollcall vote that good faith efforts to restore the telephonic or internet service have been made in accordance with the policy adopted pursuant to sub-sub-subclause (Ia) and that the public interest in continuing the meeting outweighs the public interest in remote public access.

(II) Subclause (I) does not apply to a meeting that is held to do any of the following:

(ia) Attend a judicial or administrative proceeding to which the local agency is a party.

(ib) Inspect real or personal property provided that the topic of the meeting is limited to items directly related to the real or personal property.

(ic) Meet with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.

(id) Meet in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility.

(ie) Meet in an emergency situation pursuant to Section 54956.5.

(ii) If an eligible legislative body elects to provide a two-way audiovisual platform, the eligible legislative body shall publicly post and provide a call-in option, and activate any automatic captioning function during the meeting if an automatic captioning function is included with the two-way audiovisual platform. If an eligible legislative body does not elect to provide a two-way audiovisual platform, the eligible legislative body shall provide a two-way telephonic service for the public to participate in the meeting, pursuant to subclause (I).

(B) (i) All open and public meetings for which attendance via a two-way telephonic service or a two-way audiovisual platform is provided in accordance with paragraph (1) shall provide the public with an opportunity to provide public comment in accordance with Section 54954.3 via the two-way telephonic or two-way audiovisual platform, and ensure the opportunity for the members of the public participating via a two-way telephonic or two-way audiovisual platform to provide public comment with the same time allotment as a person attending a meeting in person.

(2) (A) An eligible legislative body shall reasonably assist members of the public who wish to translate a public meeting into any language or wish to receive interpretation provided by another member of the public, so long as the interpretation is not disrupting to the meeting, as defined in Section 54957.95. The eligible legislative body shall publicize instructions on how to request assistance under this subdivision. Assistance may include any of the following, as determined by the eligible legislative body:

- (i) Arranging space for one or more interpreters at the meeting location.
- (ii) Allowing extra time during the meeting for interpretation to occur.
- (iii) Ensuring participants may utilize their personal equipment or reasonably access facilities for participants to access commercially available interpretation services.

(B) This section does not require an eligible legislative body to provide interpretation of any public meeting, however, an eligible legislative body may elect to provide interpretation of any public meeting.

(C) The eligible legislative body is not responsible for the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision. An action shall not be commenced or maintained against the eligible legislative body arising from the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision.

(3) An eligible legislative body shall take the following actions to encourage residents, including those in underrepresented communities and non-English-speaking communities, to participate in public meetings:

- (A) Have in place a system for electronically accepting and fulfilling requests for meeting agendas and documents pursuant to Section 54954.1 through email or through an integrated agenda management platform. Information about how to make a request using

this system shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(B) (i) Create and maintain an accessible internet webpage dedicated to public meetings that includes, or provides a link to, all of the following information:

(I) A general explanation of the public meeting process for the eligible legislative body.

(II) An explanation of the procedures for a member of the public to provide in-person or remote oral public comment during a public meeting or to submit written public comment.

(III) A calendar of all public meeting dates with calendar listings that include the date, time, and location of each public meeting.

(IV) The agenda posted online pursuant to paragraph (2) of subdivision (a) of Section 54954.2.

(ii) The eligible legislative body shall include a link to the webpage required by subparagraph (A) on the home page of the eligible legislative body's internet website.

(C) (i) Make reasonable efforts, as determined by the legislative body, to invite groups that do not traditionally participate in public meetings to attend those meetings, which may include, but are not limited to, all the following:

(I) Media organizations that provide news coverage in the jurisdiction of the eligible legislative body, including media organizations that serve non-English-speaking communities.

(II) Good government, civil rights, civic engagement, neighborhood, and community group organizations, or similar organizations that are active in the jurisdiction of the eligible legislative body, including organizations active in non-English-speaking communities.

(ii) Legislative bodies shall have broad discretion in the choice of reasonable efforts they make under this subparagraph. No action shall be commenced or maintained against an eligible legislative body arising from failing to provide public meeting information to any specific group pursuant to this subparagraph.

(c) (1) (A) The agenda for each meeting of an eligible legislative body shall be translated into all applicable languages, and each translation shall be posted in accordance with Section 54954.2. Each translation shall include instructions in the applicable language describing how to join the meeting by the telephonic or internet-based service option, including any requirements for registration for public comment.

(B) The accessible internet webpage provided under subparagraph (B) of paragraph (3) of subdivision (b) shall be translated into all applicable languages, and each translation shall

be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(2) A translation made using a digital translation service shall satisfy the requirements of paragraph (1).

(3) The eligible legislative body shall make available a physical location that is freely accessible to the public in reasonable proximity to the physical location in which the agenda and translations are posted as described in paragraph (1), and shall allow members of the public to post additional translations of the agenda in that location.

(4) The eligible legislative body is not responsible for the content or accuracy of any translation provided pursuant to this subdivision. No action shall be commenced or maintained against an eligible legislative body arising from the content, accuracy, posting, or removal of any translation provided by the eligible legislative body or posted by any person pursuant to this subdivision.

(5) For the purposes of this section, the agenda does not include the entire agenda packet.

(d) This section shall not be construed to affect or supersede any other applicable civil rights, nondiscrimination, or public access laws.

(e) For purposes of this section, all of the following definitions apply:

(1) (A) “Applicable languages” means languages, according to data from the most recent American Community Survey, spoken jointly by 20 percent or more of the applicable population, provided that 20 percent or more of the population that speaks that language in that city or county speaks English less than “very well.”

(B) For the purposes of subparagraph (A), the applicable population shall be determined as follows:

(i) For an eligible legislative body that is a city council or county board of supervisors, the applicable population shall be the population of the city or county.

(ii) For an eligible legislative body of a special district, the applicable population shall be either of the following, at the discretion of the board of directors of the special district:

(I) The population of the county with the greatest population within the boundaries of the special district.

(II) The population of the service area of the special district, if the special district has the data to determine what languages spoken by the population within its service area meet the requirements of paragraph (A).

(C) If more than three languages meet the criteria set forth in subparagraph (A), “applicable languages” shall mean the three languages described in subparagraph (A) that are spoken by the largest percentage of the population.

(D) An eligible legislative body may elect to determine the applicable languages based upon a source other than the most recent American Community Survey if it makes a finding, based upon substantial evidence, that the other source provides equally or more reliable data for the territory over which the eligible legislative body exercises jurisdiction.

(2) “Eligible legislative body” means any of the following:

(A) A city council of a city with a population of 30,000 or more.

(B) A county board of supervisors of a county, or city and county, with a population of 30,000 or more.

(C) A city council of a city located in a county with a population of 600,000 or more.

(D) The board of directors of a special district that has an internet website and meets any of the following conditions:

(i) The boundaries of the special district include the entirety of a county with a population of 600,000 or more, and the special district has over 200 full-time equivalent employees.

(ii) The special district has over 1,000 full-time equivalent employees.

(iii) The special district has annual revenues, based on the most recent Financial Transaction Report data published by the California State Controller, that exceed four hundred million dollars (\$400,000,000), adjusted annually for inflation commencing January 1, 2027, as measured by the percentage change in the California Consumer Price Index from January 1 of the prior year to January 1 of the current year, and the special district employs over 200 full-time equivalent employees.

(3) “Two-way audiovisual platform” means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.

(4) “Two-way telephonic service” means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(f) This section shall become operative on July 1, 2026.

(g) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(Added by Stats. 2025, Ch. 327, Sec.5. (SB 707) Effective January 1, 2026.)

54953.5. (a) Any person attending an open and public meeting of a legislative body of a local agency shall have the right to record the proceedings in the absence of a reasonable finding by the legislative body of the local agency that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

(b) Any recording of an open and public meeting made for whatever purpose by or at the direction of the local agency shall be subject to inspection pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), but, notwithstanding Section 34090, may be erased or destroyed 30 days after the recording. Any inspection of an audio or video recording shall be provided without charge on equipment made available by the local agency.

(Amended by Stats. 2025, Ch. 327, Sec.6. (SB 707) Effective January 1, 2026.)

54953.6. No legislative body of a local agency shall prohibit or otherwise restrict the broadcast of its open and public meetings in the absence of a reasonable finding that the broadcast cannot be accomplished without noise, illumination, or obstruction of view that would constitute a persistent disruption of the proceedings.

(Amended by Stats. 1994, Ch. 32, Sec. 6. Effective March 30, 1994. Operative April 1, 1994, by Sec. 23 of Ch. 32.)

54953.7. Notwithstanding any other provision of law, legislative bodies of local agencies may impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in this chapter. In addition thereto, an elected legislative body of a local agency may impose those requirements on appointed legislative bodies of the local agency.

(Amended by Stats. 2025, Ch. 327, Sec.7. (SB 707) Effective January 1, 2026.)

54953.8. (a) The legislative body of a local agency may use teleconferencing as authorized by subdivision (b) of Section 54953 without complying with the requirements of paragraph (3) of subdivision (b) of Section 54953 in any of the circumstances described in Sections 54953.8.1 to 54953.8.7, inclusive.

(b) A legislative body that holds a teleconference meeting pursuant to this section shall, in addition to any other applicable requirements of this chapter, comply with all of the following:

(1) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(A) A two-way audiovisual platform.

(B) A two-way telephonic service and a live webcasting of the meeting.

(2) In each instance in which notice of the time of the teleconference meeting held pursuant to this section is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

(3) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(4) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(5) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(6) (A) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to paragraph (5), to provide public comment until that timed public comment period has elapsed.

(B) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to paragraph (5), or otherwise be recognized for the purpose of providing public comment.

(C) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to paragraph (5), until the timed general public comment period has elapsed.

(7) Any member of the legislative body who participates in a teleconference meeting from a remote location pursuant to this section and the specific provision of law that the member relied upon to permit their participation by teleconferencing shall be listed in the minutes of the meeting.

(8) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent

with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(9) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(c) A local agency shall identify and make available to legislative bodies a list of one or more meeting locations that may be available for use by the legislative bodies to conduct their meetings.

(d) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(e) A member of a legislative body who participates in a teleconference meeting from a remote location pursuant to this section shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with those individuals.

(f) The teleconferencing provisions described in Section 54953 and Sections 54953.8.1 to 54953.8.7, inclusive, are cumulative. A legislative body may elect to use any teleconferencing provisions that are applicable to a meeting, regardless of whether any other teleconferencing provisions would also be applicable to that meeting.

(g) For purposes of this section, the following definitions apply:

(1) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to paragraph (7) of subdivision (b), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(2) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(3) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. A two-way audiovisual platform may be structured to disable the use of video for the public participants.

(4) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(5) “Webcasting” means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

(Added by Stats. 2025, Ch. 327, Sec.8. (SB 707) Effective January 1, 2026.)

54953.8.1. (a) A health authority may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section.

(b) Nothing in this section or Section 54953.8 shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority.

(c) For purposes of this section, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(Added by Stats. 2025, Ch. 327, Sec.9. (SB 707) Effective January 1, 2026.)

54953.8.2. (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 during a proclaimed state of emergency or local emergency, provided that it complies with the requirements of that section and the teleconferencing is used in either of the following circumstances:

(1) For the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) After a determination described in paragraph (1) is made that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(b) If the state of emergency or local emergency remains active, in order to continue to teleconference pursuant to this section, the legislative body shall, no later than 45 days after teleconferencing for the first time pursuant to this section, and every 45 days thereafter, make the following findings by majority vote:

(1) The legislative body has reconsidered the circumstances of the state of emergency or local emergency.

(2) The state of emergency or local emergency continues to directly impact the ability of the members to meet safely in person.

(c) This section shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(d) Notwithstanding paragraph (1) of subdivision (b) of Section 54953.8, a legislative body conducting a teleconference meeting pursuant to this section may elect to use a two-way telephonic service without a live webcasting of the meeting.

(e) For purposes of this section, the following definitions apply:

(1) "Local emergency" means a condition of extreme peril to persons or property proclaimed by the governing body of the local agency affected, in accordance with Section 8630 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2), as defined in Section 8680.9, or a local health emergency declared pursuant to Section 101080 of the Health and Safety Code. Local emergency, as used in this section, refers only to local emergencies in the boundaries of the territory over which the local agency exercises jurisdiction.

(2) "State of emergency" means state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2).

(Added by Stats. 2025, Ch. 327, Sec.10. (SB 707) Effective January 1, 2026.)

54953.8.3. (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, provided that the legislative body complies with the requirements of Section 54953.8 and all of the following additional requirements:

(1) A member of the legislative body notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting.

(2) The member shall participate through both audio and visual technology.

(3) (A) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for just cause for more than the following number of meetings, as applicable:

(i) Two meetings per year, if the legislative body regularly meets once per month or less.

(ii) Five meetings per year, if the legislative body regularly meets twice per month.

(iii) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(B) For the purpose of counting meetings attended by teleconference under this paragraph, a “meeting” shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) The minutes for the meeting shall identify the specific provision in subdivision (c) that each member relied upon to participate remotely. This subdivision shall not be construed to require the member to disclose any medical diagnosis or disability, or any personal medical information that is otherwise exempt under existing law, including, but not limited to, the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code).

(c) For purposes of this section, “just cause” means any of the following:

- (1) Childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. “Child,” “parent,” “grandparent,” “grandchild,” and “sibling” have the same meaning as those terms do in Section 12945.2.
- (2) A contagious illness that prevents a member from attending in person.
- (3) A need related to a physical or mental condition that is not subject to subdivision (c) of Section 54953.
- (4) Travel while on official business of the legislative body or another state or local agency.
- (5) An immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner of the member that requires the member to participate remotely.
- (6) A physical or family medical emergency that prevents a member from attending in person.
- (7) Military service obligations that result in a member being unable to attend in person because they are serving under official written orders for active duty, drill, annual training, or any other duty required as a member of the California National Guard or a United States Military Reserve organization that requires the member to be at least 50 miles outside the boundaries of the local agency.

(d) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(Added by Stats. 2025, Ch. 327, Sec.11. (SB 707) Effective January 1, 2026.)

54953.8.4. (a) An eligible neighborhood council may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following have occurred:

- (1) (A) The city council for a city described in paragraph (2) of subdivision (b) considers whether to adopt a resolution to authorize eligible neighborhood councils to use teleconferencing as described in this section at an open and regular meeting.

(B) If the city council adopts a resolution described in subparagraph (A), an eligible neighborhood council may elect to use teleconferencing pursuant to this section if a majority of the eligible neighborhood council votes to do so. The eligible neighborhood council shall notify the city council if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible neighborhood council described in subparagraph (B), the city council may adopt a resolution to prohibit the eligible neighborhood council from using teleconferencing pursuant to this section.

(2) After completing the requirements of subparagraph (A) of paragraph (1), an eligible neighborhood council that holds a meeting pursuant to this subdivision shall do all of the following:

(A) At least a quorum of the members of the eligible neighborhood council shall participate from locations within the boundaries of the city in which the eligible neighborhood council is established.

(B) At least once per year, at least a quorum of the members of the eligible neighborhood council shall participate in person from a singular physical location that is open to the public and within the boundaries of the eligible neighborhood council.

(3) If the meeting is during regular business hours of the offices of the city council member that represents the area that includes the eligible neighborhood council, the eligible neighborhood council shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the city council member who represents the area where the eligible neighborhood council is located, unless the eligible neighborhood council identifies an alternative location.

(4) If the meeting is outside regular business hours, the eligible neighborhood council shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting.

(b) For purposes of this section, the following definitions apply:

(1) “Accommodation” means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(2) “Eligible neighborhood council” means a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to this chapter.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(Added by Stats. 2025, Ch. 327, Sec.12. (SB 707) Effective January 1, 2026.)

54953.8.5. (a) An eligible community college student organization may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) An eligible community college student organization may only use teleconferencing as described in Section 54953.8 after all the following have occurred:

(A) The board of trustees for a community college district considers whether to adopt a resolution to authorize eligible community college student organizations to use teleconferencing as described in this section at an open and regular meeting.

(B) If the board of trustees for a community college district adopts a resolution described in subparagraph (A), an eligible community college student organization may elect to use teleconferencing pursuant to this section if a majority of the eligible community college student organization votes to do so. The eligible community college student organization shall notify the board of trustees if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible community college student organization as described in subparagraph (B), the board of trustees may adopt a resolution to prohibit the eligible community college student organization from using teleconferencing pursuant to this section.

(D) (i) Except as specified in clause (ii), at least a quorum of the members of the eligible community college student organization shall participate from a singular physical location that is accessible to the public and is within the community college district in which the eligible community college student organization is established.

(ii) The requirements described in clause (i) shall not apply to the California Online Community College.

(iii) Notwithstanding the requirements of clause (i), a person may count toward the establishment of a quorum pursuant to clause (i) regardless of whether the person is participating at the in-person location of the meeting or remotely if the person meets any of the following criteria:

(I) The person is under 18 years of age.

(II) The person is incarcerated.

(III) The person is unable to disclose the location that they are participating from because of either of the following circumstances:

(ia) The person has been issued a protective court order, including, but not limited to, a domestic violence restraining order.

(ib) The person is participating in a program that has to remain confidential, including, but not limited to, an independent living program.

(IV) The person provides childcare or caregiving to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. For purposes of this subclause, “child,” “parent,” “grandparent,” “grandchild,” and “sibling” have the same meaning as those terms are defined in Section 12945.2.

(2) An eligible community college student organization that holds a meeting by teleconference as described in Section 54953.8 shall do the following, as applicable:

(A) (i) Except as specified in subparagraph (B), if the meeting is during regular business hours of the offices of the board of trustees of the community college district, the eligible community college student organization shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the board of trustees of the community college district, unless the eligible community college student organization identifies an alternative location.

(ii) Except as specified in subparagraph (B), if the meeting is outside regular business hours, the eligible community college student organization shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting. For the purposes of this subparagraph, “accommodation” means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(B) The requirements described in subparagraph (A) shall not apply to the California Online Community College.

(b) For purposes of this section, “eligible community college student organization” means a student body association organized pursuant to Section 76060 of the Education Code, or any other student-run community college organization that is required to comply with the meeting requirements of this chapter, that is in any community college recognized within the California Community Colleges system and includes the Student Senate for California Community Colleges.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(Added by Stats. 2025, Ch. 327, Sec.13. (SB 707) Effective January 1, 2026.)

54953.8.6. (a) An eligible subsidiary body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible subsidiary body shall designate one physical meeting location within the boundaries of the legislative body that created the eligible subsidiary body where members of the subsidiary body who are not participating remotely shall be present and members of the public may physically attend, observe, hear, and participate in the meeting. At least one staff member of the eligible subsidiary body or the legislative body that created the eligible

subsidiary body shall be present at the physical meeting location during the meeting. The eligible subsidiary body shall post the agenda at the physical meeting location, but need not post the agenda at a remote location.

(2) (A) A member of the eligible subsidiary body shall visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, except if the member has a physical or mental condition not subject to subdivision (c) of Section 54953 that results in a need to participate off camera.

(B) The visual appearance of a member of the eligible subsidiary body on camera may cease only when the appearance would be technologically infeasible, including, but not limited to, when the member experiences a lack of reliable broadband or internet connectivity that would be remedied by joining without video.

(C) If a member of the eligible subsidiary body does not appear on camera due to challenges with internet connectivity, the member shall announce the reason for their nonappearance prior to turning off their camera.

(3) An elected official serving as a member of an eligible subsidiary body in their official capacity shall not participate in a meeting of the eligible subsidiary body by teleconferencing pursuant to this section unless the use of teleconferencing complies with the requirements of paragraph (3) of subdivision (b) of Section 54953.

(4) (A) In order to use teleconferencing pursuant to this section, the legislative body that established the eligible subsidiary body by charter, ordinance, resolution, or other formal action shall make the following findings by majority vote before the eligible subsidiary body uses teleconferencing pursuant to this section for the first time, and every six months thereafter:

(i) The legislative body has considered the circumstances of the eligible subsidiary body.

(ii) Teleconference meetings of the eligible subsidiary body would enhance public access to meetings of the eligible subsidiary body, and the public has been made aware of the type of remote participation, including audio-visual or telephonic, that will be made available at a regularly scheduled meeting and has been provided the opportunity to comment at an in-person meeting of the legislative body authorizing the subsidiary body to meet entirely remotely.

(iii) Teleconference meetings of the eligible subsidiary body would promote the attraction, retention, and diversity of eligible subsidiary body members.

(B) (i) An eligible subsidiary body authorized to use teleconferencing pursuant to this section may request to present any recommendations it develops to the legislative body that created it.

(ii) Upon receiving a request described in clause (i), the legislative body that created the subsidiary body shall hold a discussion at a regular meeting held within 60 days

after the legislative body receives the request, or if the legislative body does not have another regular meeting scheduled within 60 days after the legislative body receives the request, at the next regular meeting after the request is received.

(iii) The discussion required by clause (ii) shall not be placed on a consent calendar, but may be combined with the legislative body's subsequent consideration of the findings described in subparagraph (A) for the following 12 months.

(iv) The legislative body shall not take any action on any recommendations included in the report of a subsidiary body until the next regular meeting of the legislative body following the discussion described in clause (ii).

(C) After the legislative body makes the findings described in subparagraph (A), the eligible subsidiary body shall approve the use of teleconferencing by majority vote before using teleconference pursuant to this section.

(D) The legislative body that created the eligible subsidiary body may elect to prohibit the eligible subsidiary body from using teleconferencing pursuant to this section at any time.

(b) (1) For purposes of this section, "eligible subsidiary body" means a legislative body that meets all of the following:

(A) Is described in subdivision (b) of Section 54952.

(B) Serves exclusively in an advisory capacity.

(C) Is not authorized to take final action on legislation, regulations, contracts, licenses, permits, or any other entitlements, grants, or allocations of funds.

(D) Does not have primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals.

(2) An eligible subsidiary body may include members who are elected officials, members who are not elected officials, or any combination thereof.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(Added by Stats. 2025, Ch. 327, Sec.14. (SB 707) Effective January 1, 2026.)

54953.8.7. (a) An eligible multijurisdictional body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible multijurisdictional body has adopted a resolution that authorizes the eligible multijurisdictional body to use teleconferencing pursuant to this section at a regular meeting in open session.

(2) At least a quorum of the members of the eligible multijurisdictional body shall participate from one or more physical locations that are open to the public and within the boundaries of the territory over which the local agency exercises jurisdiction.

(3) A member of the eligible multijurisdictional body who receives compensation for their service on the eligible multijurisdictional body shall participate from a physical location that is open to the public. For purposes of this paragraph, “compensation” does not include reimbursement for actual and necessary expenses.

(4) A member of the eligible multijurisdictional body may participate from a remote location provided that:

(A) The eligible multijurisdictional body identifies each member of the eligible multijurisdictional body who plans to participate remotely in the agenda.

(B) The member shall participate through both audio and visual technology.

(5) A member of the eligible multijurisdictional body shall not participate in a meeting remotely pursuant to this section, unless the location from which the member participates is more than 20 miles each way from any physical location of the meeting described in paragraph (2).

(6) The provisions of this section shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for more than the following number of meetings, as applicable:

(A) Two meetings per year, if the legislative body regularly meets once per month or less.

(B) Five meetings per year, if the legislative body regularly meets twice per month.

(C) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(D) For the purpose of counting meetings attended by teleconference under this paragraph, a “meeting” shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) For the purposes of this section, both of the following definitions apply:

(1) “Eligible multijurisdictional body” means a multijurisdictional board, commission, or advisory body of a multijurisdictional, cross-county agency, the membership of which board, commission, or advisory body is appointed, and the board, commission, or advisory body is otherwise subject to this chapter.

(2) "Multijurisdictional" means either of the following:

- (A) A legislative body that includes representatives from more than one county, city, city and county, or special district.
- (B) A legislative body of a joint powers entity formed pursuant to an agreement entered into in accordance with Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(Added by Stats. 2025, Ch. 327, Sec.15. (SB 707) Effective January 1, 2026.)

54954. (a) Each legislative body of a local agency, except for advisory committees or standing committees, shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings. Meetings of advisory committees or standing committees, for which an agenda is posted at least 72 hours in advance of the meeting pursuant to subdivision (a) of Section 54954.2, shall be considered for purposes of this chapter as regular meetings of the legislative body.

(b) Regular and special meetings of the legislative body shall be held within the boundaries of the territory over which the local agency exercises jurisdiction, except to do any of the following:

- (1) Comply with state or federal law or court order, or attend a judicial or administrative proceeding to which the local agency is a party.
- (2) Inspect real or personal property which cannot be conveniently brought within the boundaries of the territory over which the local agency exercises jurisdiction provided that the topic of the meeting is limited to items directly related to the real or personal property.
- (3) Participate in meetings or discussions of multiagency significance that are outside the boundaries of a local agency's jurisdiction. However, any meeting or discussion held pursuant to this subdivision shall take place within the jurisdiction of one of the participating local agencies and be noticed by all participating agencies as provided for in this chapter.
- (4) Meet in the closest meeting facility if the local agency has no meeting facility within the boundaries of the territory over which the local agency exercises jurisdiction, or at the principal office of the local agency if that office is located outside the territory over which the agency exercises jurisdiction.
- (5) Meet outside their immediate jurisdiction with elected or appointed officials of the United States or the State of California when a local meeting would be impractical, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.
- (6) Meet outside their immediate jurisdiction if the meeting takes place in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility.

(7) Visit the office of the local agency's legal counsel for a closed session on pending litigation held pursuant to Section 54956.9, when to do so would reduce legal fees or costs.

(c) Meetings of the governing board of a school district shall be held within the district, except under the circumstances enumerated in subdivision (b), or to do any of the following:

- (1) Attend a conference on nonadversarial collective bargaining techniques.
- (2) Interview members of the public residing in another district with reference to the trustees' potential employment of an applicant for the position of the superintendent of the district.
- (3) Interview a potential employee from another district.

(d) Meetings of a joint powers authority shall occur within the territory of at least one of its member agencies, or as provided in subdivision (b). However, a joint powers authority which has members throughout the state may meet at any facility in the state which complies with the requirements of Section 54961.

(e) If, by reason of fire, flood, earthquake, or other emergency, it shall be unsafe to meet in the place designated, the meetings shall be held for the duration of the emergency at the place designated by the presiding officer of the legislative body or his or her designee in a notice to the local media that have requested notice pursuant to Section 54956, by the most rapid means of communication available at the time.

(Amended by Stats. 2004, Ch. 257, Sec. 1. Effective January 1, 2005.)

54954.1. Any person may request that a copy of the agenda, or a copy of all the documents constituting the agenda packet, of any meeting of a legislative body be mailed to that person. If a local agency has an internet website, the legislative body or its designee shall email a copy of, or website link to, the agenda or a copy of all the documents constituting the agenda packet if the person requests that the item or items be delivered by email. If the local agency determines it is technologically infeasible to send a copy of all documents constituting the agenda packet or a link to a website that contains the documents by email or by other electronic means, the legislative body or its designee shall send by mail a copy of the agenda or a website link to the agenda and mail a copy of all other documents constituting the agenda packet in accordance with the mailing requirements established pursuant to this section. If requested, the agenda and documents in the agenda packet shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Upon receipt of the written request, the legislative body or its designee shall cause the requested materials to be mailed at the time the agenda is posted pursuant to Section 54954.2 and 54956 or upon distribution to all, or a majority of all, of the members of a legislative body, whichever occurs first. Any request for mailed copies of agendas or agenda packets shall be valid for the calendar year in which it is filed, and must be renewed following January 1 of each year. The legislative body may establish a fee for mailing the agenda or agenda packet, which fee shall not exceed the cost of providing the service. Failure of the requesting person to receive the agenda or agenda packet pursuant to this section shall not constitute grounds for invalidation of

the actions of the legislative body taken at the meeting for which the agenda or agenda packet was not received.

(Amended by Stats. 2021, Ch. 763, Sec. 1. (SB 274) Effective January 1, 2022.)

54954.2. (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda that meets all of the following requirements:

(A) The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words.

(B) The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's internet website, if the local agency has one.

(C) (i) If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(ii) The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda, including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

(i) Retrievable, downloadable, indexable, and electronically searchable by commonly used internet search applications.

(ii) Platform independent and machine readable.

(iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

- (i) A direct link to the integrated agenda management platform shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an internet website with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.
- (ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state for all meetings occurring on or after January 1, 2019.
- (iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.
- (iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

(D) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(E) For purposes of this paragraph, both of the following definitions apply:

- (1) "Integrated agenda management platform" means an internet website of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.
- (2) "Legislative body" means a legislative body that meets the definition of subdivision (a) of Section 54952.
- (3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body,

may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's internet website, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

(Amended by Stats. 2025, Ch. 327, Sec.16. (SB 707) Effective January 1, 2026.)

54954.3. (a) (1) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.

(2) (A) Notwithstanding paragraph (1), the agenda need not provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, composed exclusively of members of the legislative body, at a public meeting wherein all interested members of the public were afforded the opportunity to

address the committee on the item, before or during the committee's consideration of the item.

(B) Subparagraph (A) shall not apply if any of the following conditions are met:

- (i) The item has been substantially changed since the committee heard the item, as determined by the legislative body.
- (ii) When considering the item, a quorum of the committee members did not participate from a singular physical location, that was clearly identified on the agenda, open to the public, and situated within the boundaries of the territory over which the local agency exercises jurisdiction.
- (iii) The committee has primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals. This clause shall not apply to an item if the local agency has adopted a law applicable to the meeting of the committee at which the item that was considered prohibits the committee from placing a limit on the total amount of time for public comment on the item.

(3) Every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.

(b) (1) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.

(2) Notwithstanding paragraph (1), when the legislative body of a local agency limits time for public comment, the legislative body of a local agency shall provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body of a local agency.

(3) Paragraph (2) shall not apply if the legislative body of a local agency utilizes simultaneous translation equipment in a manner that allows the legislative body of a local agency to hear the translated public testimony simultaneously.

(c) The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body. Nothing in this subdivision shall confer any privilege or protection for expression beyond that otherwise provided by law.

(Amended by Stats. 2025, Ch. 327, Sec.17. (SB 707) Effective January 1, 2026.)

54954.4. (a) The Legislature hereby finds and declares that Section 12 of Chapter 641 of the Statutes of 1986, authorizing reimbursement to local agencies and school districts for costs mandated by the state pursuant to that act, shall be interpreted strictly. The intent of the Legislature is to provide reimbursement for only those costs which are clearly and unequivocally incurred as the direct and necessary result of compliance with Chapter 641 of the Statutes of 1986.

(b) In this regard, the Legislature directs all state employees and officials involved in reviewing or authorizing claims for reimbursement, or otherwise participating in the reimbursement process, to rigorously review each claim and authorize only those claims, or parts thereof, which represent costs which are clearly and unequivocally incurred as the direct and necessary result of compliance with Chapter 641 of the Statutes of 1986 and for which complete documentation exists. For purposes of Section 54954.2, costs eligible for reimbursement shall only include the actual cost to post a single agenda for any one meeting.

(c) The Legislature hereby finds and declares that complete, faithful, and uninterrupted compliance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code) is a matter of overriding public importance. Unless specifically stated, no future Budget Act, or related budget enactments, shall, in any manner, be interpreted to suspend, eliminate, or otherwise modify the legal obligation and duty of local agencies to fully comply with Chapter 641 of the Statutes of 1986 in a complete, faithful, and uninterrupted manner.

(Added by Stats. 1991, Ch. 238, Sec. 1.)

54954.5. For purposes of describing closed session items pursuant to Section 54954.2, the agenda may describe closed sessions as provided below. No legislative body or elected official shall be in violation of Section 54954.2 or 54956 if the closed session items were described in substantial compliance with this section. Substantial compliance is satisfied by including the information provided below, irrespective of its format.

(a) With respect to a closed session held pursuant to Section 54956.7:

LICENSE/PERMIT DETERMINATION

Applicant(s): (Specify number of applicants)

(b) With respect to every item of business to be discussed in closed session pursuant to Section 54956.8:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: (Specify street address, or if no street address, the parcel number or other unique reference, of the real property under negotiation)

Agency negotiator: (Specify names of negotiators attending the closed session) (If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of

the absent negotiator so long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Negotiating parties: (Specify name of party (not agent))

Under negotiation: (Specify whether instruction to negotiator will concern price, terms of payment, or both)

(c) With respect to every item of business to be discussed in closed session pursuant to Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: (Specify by reference to claimant's name, names of parties, case or claim numbers)

or

Case name unspecified: (Specify whether disclosure would jeopardize service of process or existing settlement negotiations)

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Specify number of potential cases)

(In addition to the information noticed above, the agency may be required to provide additional information on the agenda or in an oral statement prior to the closed session pursuant to paragraphs (2) to (5), inclusive, of subdivision (e) of Section 54956.9.)

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Specify number of potential cases)

(d) With respect to every item of business to be discussed in closed session pursuant to Section 54956.95:

LIABILITY CLAIMS

Claimant: (Specify name unless unspecified pursuant to Section 54961)

Agency claimed against: (Specify name)

(e) With respect to every item of business to be discussed in closed session pursuant to Section 54957:

THREAT TO PUBLIC SERVICES OR FACILITIES

Consultation with: (Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title)

PUBLIC EMPLOYEE APPOINTMENT

Title: (Specify description of position to be filled)

PUBLIC EMPLOYMENT

Title: (Specify description of position to be filled)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: (Specify position title of employee being reviewed)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(No additional information is required in connection with a closed session to consider discipline, dismissal, or release of a public employee. Discipline includes potential reduction of compensation.)

(f) With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: (Specify names of designated representatives attending the closed session) (If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Employee organization: (Specify name of organization representing employee or employees in question)

or

Unrepresented employee: (Specify position title of unrepresented employee who is the subject of the negotiations)

(g) With respect to closed sessions called pursuant to Section 54957.8:

CASE REVIEW/PLANNING

(No additional information is required in connection with a closed session to consider case review or planning.)

(h) With respect to every item of business to be discussed in closed session pursuant to Sections 1461, 32106, and 32155 of the Health and Safety Code or Sections 37606 and 37624.3 of the Government Code:

REPORT INVOLVING TRADE SECRET

Discussion will concern: (Specify whether discussion will concern proposed new service, program, or facility)

Estimated date of public disclosure: (Specify month and year)

HEARINGS

Subject matter: (Specify whether testimony/deliberation will concern staff privileges, report of medical audit committee, or report of quality assurance committee)

(i) With respect to every item of business to be discussed in closed session pursuant to Section 54956.86:

CHARGE OR COMPLAINT INVOLVING INFORMATION PROTECTED BY FEDERAL LAW

(No additional information is required in connection with a closed session to discuss a charge or complaint pursuant to Section 54956.86.)

(j) With respect to every item of business to be discussed in closed session pursuant to Section 54956.96:

CONFERENCE INVOLVING A JOINT POWERS AGENCY (Specify by name)

Discussion will concern: (Specify closed session description used by the joint powers agency)

Name of local agency representative on joint powers agency board: (Specify name)

(Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives.)

(k) With respect to every item of business to be discussed in closed session pursuant to Section 54956.75:

AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE

(Amended by Stats. 2012, Ch. 759, Sec. 6.1. (AB 2690) Effective January 1, 2013.)

54954.6. (a) (1) Before adopting any new or increased general tax or any new or increased assessment, the legislative body of a local agency shall conduct at least one public meeting at which local officials shall allow public testimony regarding the proposed new or increased general tax or new or increased assessment in addition to the noticed public hearing at which the legislative body proposes to enact or increase the general tax or assessment.

For purposes of this section, the term “new or increased assessment” does not include any of the following:

(A) A fee that does not exceed the reasonable cost of providing the services, facilities, or regulatory activity for which the fee is charged.

(B) A service charge, rate, or charge, unless a special district's principal act requires the service charge, rate, or charge to conform to the requirements of this section.

(C) An ongoing annual assessment if it is imposed at the same or lower amount as any previous year.

(D) An assessment that does not exceed an assessment formula or range of assessments previously specified in the notice given to the public pursuant to subparagraph (G) of paragraph (2) of subdivision (c) and that was previously adopted by the agency or approved by the voters in the area where the assessment is imposed.

(E) Standby or immediate availability charges.

(2) The legislative body shall provide at least 45 days' public notice of the public hearing at which the legislative body proposes to enact or increase the general tax or assessment. The legislative body shall provide notice for the public meeting at the same time and in the same document as the notice for the public hearing, but the meeting shall occur prior to the hearing.

(b) (1) The joint notice of both the public meeting and the public hearing required by subdivision (a) with respect to a proposal for a new or increased general tax shall be accomplished by placing a display advertisement of at least one-eighth page in a newspaper of general circulation for three weeks pursuant to Section 6063 and by a first-class mailing to those interested parties who have filed a written request with the local agency for mailed notice of public meetings or hearings on new or increased general taxes. The public meeting pursuant to subdivision (a) shall take place no earlier than 10 days after the first publication of the joint notice pursuant to this subdivision. The public hearing shall take place no earlier than seven days after the public meeting pursuant to this subdivision. Notwithstanding paragraph (2) of subdivision (a), the joint notice need not include notice of the public meeting after the meeting has taken place. The public hearing pursuant to subdivision (a) shall take place no earlier than 45 days after the first publication of the joint notice pursuant to this subdivision. Any written request for mailed notices shall be effective for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.

(2) The notice required by paragraph (1) of this subdivision shall include, but not be limited to, the following:

(A) The amount or rate of the tax. If the tax is proposed to be increased from any previous year, the joint notice shall separately state both the existing tax rate and the proposed tax rate increase.

(B) The activity to be taxed.

- (C) The estimated amount of revenue to be raised by the tax annually.
- (D) The method and frequency for collecting the tax.
- (E) The dates, times, and locations of the public meeting and hearing described in subdivision (a).
- (F) The telephone number and address of an individual, office, or organization that interested persons may contact to receive additional information about the tax.

(c) (1) The joint notice of both the public meeting and the public hearing required by subdivision (a) with respect to a proposal for a new or increased assessment on real property or businesses shall be accomplished through a mailing, postage prepaid, in the United States mail and shall be deemed given when so deposited. The public meeting pursuant to subdivision (a) shall take place no earlier than 10 days after the joint mailing pursuant to this subdivision. The public hearing shall take place no earlier than seven days after the public meeting pursuant to this subdivision. The envelope or the cover of the mailing shall include the name of the local agency and the return address of the sender. This mailed notice shall be in at least 10-point type and shall be given to all property owners or business owners proposed to be subject to the new or increased assessment by a mailing by name to those persons whose names and addresses appear on the last equalized county assessment roll, the State Board of Equalization assessment roll, or the local agency's records pertaining to business ownership, as the case may be.

(2) The joint notice required by paragraph (1) of this subdivision shall include, but not be limited to, the following:

- (A) In the case of an assessment proposed to be levied on property, the estimated amount of the assessment per parcel. In the case of an assessment proposed to be levied on businesses, the proposed method and basis of levying the assessment in sufficient detail to allow each business owner to calculate the amount of assessment to be levied against each business. If the assessment is proposed to be increased from any previous year, the joint notice shall separately state both the amount of the existing assessment and the proposed assessment increase.
- (B) A general description of the purpose or improvements that the assessment will fund.
- (C) The address to which property owners may mail a protest against the assessment.
- (D) The telephone number and address of an individual, office, or organization that interested persons may contact to receive additional information about the assessment.
- (E) A statement that a majority protest will cause the assessment to be abandoned if the assessment act used to levy the assessment so provides. Notice shall also state the percentage of protests required to trigger an election, if applicable.
- (F) The dates, times, and locations of the public meeting and hearing described in subdivision (a).

(G) A proposed assessment formula or range as described in subparagraph (D) of paragraph (1) of subdivision (a) if applicable and that is noticed pursuant to this section.

(3) Notwithstanding paragraph (1), in the case of an assessment that is proposed exclusively for operation and maintenance expenses imposed throughout the entire local agency, or exclusively for operation and maintenance assessments proposed to be levied on 50,000 parcels or more, notice may be provided pursuant to this subdivision or pursuant to paragraph (1) of subdivision (b) and shall include the estimated amount of the assessment of various types, amounts, or uses of property and the information required by subparagraphs (B) to (G), inclusive, of paragraph (2) of subdivision (c).

(4) Notwithstanding paragraph (1), in the case of an assessment proposed to be levied pursuant to Part 2 (commencing with Section 22500) of Division 2 of the Streets and Highways Code by a regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with Section 5500) of Chapter 3 of Division 5 of, or pursuant to Division 26 (commencing with Section 35100) of, the Public Resources Code, notice may be provided pursuant to paragraph (1) of subdivision (b).

(d) The notice requirements imposed by this section shall be construed as additional to, and not to supersede, existing provisions of law, and shall be applied concurrently with the existing provisions so as to not delay or prolong the governmental decisionmaking process.

(e) This section shall not apply to any new or increased general tax or any new or increased assessment that requires an election of either of the following:

(1) The property owners subject to the assessment.

(2) The voters within the local agency imposing the tax or assessment.

(f) Nothing in this section shall prohibit a local agency from holding a consolidated meeting or hearing at which the legislative body discusses multiple tax or assessment proposals.

(g) The local agency may recover the reasonable costs of public meetings, public hearings, and notice required by this section from the proceeds of the tax or assessment. The costs recovered for these purposes, whether recovered pursuant to this subdivision or any other provision of law, shall not exceed the reasonable costs of the public meetings, public hearings, and notice.

(h) Any new or increased assessment that is subject to the notice and hearing provisions of Article XIII C or XIII D of the California Constitution is not subject to the notice and hearing requirements of this section.

(Amended by Stats. 2011, Ch. 382, Sec. 3.5. (SB 194) Effective January 1, 2012.)

54955. The legislative body of a local agency may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting the clerk or secretary of the legislative body may declare the meeting adjourned to a stated time and place and he shall cause a written notice of the

adjournment to be given in the same manner as provided in Section 54956 for special meetings, unless such notice is waived as provided for special meetings. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held within 24 hours after the time of the adjournment. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by ordinance, resolution, bylaw, or other rule.

(Amended by Stats. 1959, Ch. 647.)

54955.1. Any hearing being held, or noticed or ordered to be held, by a legislative body of a local agency at any meeting may by order or notice of continuance be continued or recontinued to any subsequent meeting of the legislative body in the same manner and to the same extent set forth in Section 54955 for the adjournment of meetings; provided, that if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

(Added by Stats. 1965, Ch. 469.)

54956. (a) (1) A special meeting may be called at any time by the presiding officer of the legislative body of a local agency, or by a majority of the members of the legislative body, by delivering written notice to each member of the legislative body and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the local agency's internet website, if the local agency has one. The notice shall be delivered personally or by any other means and shall be received at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the legislative body. The written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the legislative body a written waiver of notice. The waiver may be given by telephone or electronic mail. The written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes.

(2) The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.

(b) Notwithstanding any other law, a legislative body shall not call a special meeting regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits, of the legislative body or of a local agency executive, as defined in subdivision (d) of Section 3511.1. However, this subdivision does not apply to a local agency calling a special meeting to discuss the local agency's budget.

(Amended by Stats. 2025, Ch. 327, Sec.18. (SB 707) Effective January 1, 2026.)

54956.5. (a) For purposes of this section, "emergency situation" means both of the following:

(1) An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body.

(2) A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting under this section may endanger the public health, safety, or both, as determined by a majority of the members of the legislative body.

(b) (1) Subject to paragraph (2), in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, a legislative body may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 54956 or both of the notice and posting requirements.

(2) Each local newspaper of general circulation and radio or television station that has requested notice of special meetings pursuant to Section 54956 shall be notified by the presiding officer of the legislative body, or designee thereof, one hour prior to the emergency meeting, or, in the case of a dire emergency, at or near the time that the presiding officer or designee notifies the members of the legislative body of the emergency meeting.

(A) Except as provided in subparagraph (B), the notice required by this paragraph shall be given by telephone and all telephone numbers provided in the most recent request of a newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(B) For an emergency meeting held pursuant to this section, the presiding officer of the legislative body, or designee thereof, may send the notifications required by this paragraph by email instead of by telephone, as provided in subparagraph (A), to all local newspapers of general circulation, and radio or television stations, that have requested those notifications by email, and all email addresses provided by representatives of those newspapers or stations shall be exhausted. In the event that internet services and telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(c) During a meeting held pursuant to this section, the legislative body may meet in closed session pursuant to Section 54957 if agreed to by a two-thirds vote of the members of the legislative body present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present.

(d) All special meeting requirements, as prescribed in Section 54956 shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

(e) The minutes of a meeting called pursuant to this section, a list of persons who the presiding officer of the legislative body, or designee of the legislative body, notified or attempted to notify, a copy of the rollcall vote, and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

(Amended by Stats. 2025, Ch. 327, Sec.19. (SB 707) Effective January 1, 2026.)

54956.6. No fees may be charged by the legislative body of a local agency for carrying out any provision of this chapter, except as specifically authorized by this chapter.

(Added by Stats. 1980, Ch. 1284.)

54956.7. Whenever a legislative body of a local agency determines that it is necessary to discuss and determine whether an applicant for a license or license renewal, who has a criminal record, is sufficiently rehabilitated to obtain the license, the legislative body may hold a closed session with the applicant and the applicant's attorney, if any, for the purpose of holding the discussion and making the determination. If the legislative body determines, as a result of the closed session, that the issuance or renewal of the license should be denied, the applicant shall be offered the opportunity to withdraw the application. If the applicant withdraws the application, no record shall be kept of the discussions or decisions made at the closed session and all matters relating to the closed session shall be confidential. If the applicant does not withdraw the application, the legislative body shall take action at the public meeting during which the closed session is held or at its next public meeting denying the application for the license but all matters relating to the closed session are confidential and shall not be disclosed without the consent of the applicant, except in an action by an applicant who has been denied a license challenging the denial of the license.

(Added by Stats. 1982, Ch. 298, Sec. 1.)

54956.75. (a) Nothing contained in this chapter shall be construed to prevent the legislative body of a local agency that has received a confidential final draft audit report from the Bureau of State Audits from holding closed sessions to discuss its response to that report.

(b) After the public release of an audit report by the Bureau of State Audits, if a legislative body of a local agency meets to discuss the audit report, it shall do so in an open session unless exempted from that requirement by some other provision of law.

(Added by Stats. 2004, Ch. 576, Sec. 4. Effective January 1, 2005.)

54956.8. Notwithstanding any other provision of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease.

However, prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its negotiators, the real property or real properties which the negotiations may concern, and the person or persons with whom its negotiators may negotiate.

For purposes of this section, negotiators may be members of the legislative body of the local agency.

For purposes of this section, “lease” includes renewal or renegotiation of a lease.

Nothing in this section shall preclude a local agency from holding a closed session for discussions regarding eminent domain proceedings pursuant to Section 54956.9.

(Amended by Stats. 1998, Ch. 260, Sec. 3. Effective January 1, 1999.)

54956.81. Notwithstanding any other provision of this chapter, a legislative body of a local agency that invests pension funds may hold a closed session to consider the purchase or sale of particular, specific pension fund investments. All investment transaction decisions made during the closed session shall be made by rollcall vote entered into the minutes of the closed session as provided in subdivision (a) of Section 54957.2.

(Added by Stats. 2004, Ch. 533, Sec. 20. Effective January 1, 2005.)

54956.86. Notwithstanding any other provision of this chapter, a legislative body of a local agency which provides services pursuant to Section 14087.3 of the Welfare and Institutions Code may hold a closed session to hear a charge or complaint from a member enrolled in its health plan if the member does not wish to have his or her name, medical status, or other information that is protected by federal law publicly disclosed. Prior to holding a closed session pursuant to this section, the legislative body shall inform the member, in writing, of his or her right to have the charge or complaint heard in an open session rather than a closed session.

(Added by Stats. 1996, Ch. 182, Sec. 2. Effective January 1, 1997.)

54956.9. (a) Nothing in this chapter shall be construed to prevent a legislative body of a local agency, based on advice of its legal counsel, from holding a closed session to confer with, or receive advice from, its legal counsel regarding pending litigation when discussion in open session concerning those matters would prejudice the position of the local agency in the litigation.

(b) For purposes of this chapter, all expressions of the lawyer-client privilege other than those provided in this section are hereby abrogated. This section is the exclusive expression of the lawyer-client privilege for purposes of conducting closed-session meetings pursuant to this chapter.

(c) For purposes of this section, “litigation” includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator.

(d) For purposes of this section, litigation shall be considered pending when any of the following circumstances exist:

- (1) Litigation, to which the local agency is a party, has been initiated formally.
- (2) A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.
- (3) Based on existing facts and circumstances, the legislative body of the local agency is meeting only to decide whether a closed session is authorized pursuant to paragraph (2).
- (4) Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation.

(e) For purposes of paragraphs (2) and (3) of subdivision (d), "existing facts and circumstances" shall consist only of one of the following:

- (1) Facts and circumstances that might result in litigation against the local agency but which the local agency believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.
- (2) Facts and circumstances, including, but not limited to, an accident, disaster, incident, or transactional occurrence that might result in litigation against the agency and that are known to a potential plaintiff or plaintiffs, which facts or circumstances shall be publicly stated on the agenda or announced.
- (3) The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5.
- (4) A statement made by a person in an open and public meeting threatening litigation on a specific matter within the responsibility of the legislative body.
- (5) A statement threatening litigation made by a person outside an open and public meeting on a specific matter within the responsibility of the legislative body so long as the official or employee of the local agency receiving knowledge of the threat makes a contemporaneous or other record of the statement prior to the meeting, which record shall be available for public inspection pursuant to Section 54957.5. The records so created need not identify the alleged victim of unlawful or tortious sexual conduct or anyone making the threat on their behalf, or identify a public employee who is the alleged perpetrator of any unlawful or tortious conduct upon which a threat of litigation is based, unless the identity of the person has been publicly disclosed.

(f) Nothing in this section shall require disclosure of written communications that are privileged and not subject to disclosure pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1).

(g) Prior to holding a closed session pursuant to this section, the legislative body of the local agency shall state on the agenda or publicly announce the paragraph of subdivision (d) that authorizes the closed session. If the session is closed pursuant to paragraph (1) of subdivision (d), the body shall state the title of or otherwise specifically identify the litigation to be discussed, unless the body states that to do so would jeopardize the agency's ability to effectuate service of process upon one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

(h) A local agency shall be considered to be a "party" or to have a "significant exposure to litigation" if an officer or employee of the local agency is a party or has significant exposure to litigation concerning prior or prospective activities or alleged activities during the course and scope of that office or employment, including litigation in which it is an issue whether an activity is outside the course and scope of the office or employment.

(Amended by Stats. 2021, Ch. 615, Sec. 206. (AB 474) Effective January 1, 2022. Operative January 1, 2023, pursuant to Sec. 463 of Stats. 2021, Ch. 615.)

54956.95. (a) Nothing in this chapter shall be construed to prevent a joint powers agency formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1, for purposes of insurance pooling, or a local agency member of the joint powers agency, from holding a closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by the joint powers agency or a local agency member of the joint powers agency.

(b) Nothing in this chapter shall be construed to prevent the Local Agency Self-Insurance Authority formed pursuant to Chapter 5.5 (commencing with Section 6599.01) of Division 7 of Title 1, or a local agency member of the authority, from holding a closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by the authority or a local agency member of the authority.

(c) Nothing in this section shall be construed to affect Section 54956.9 with respect to any other local agency.

(Added by Stats. 1989, Ch. 882, Sec. 3.)

54956.96. (a) Nothing in this chapter shall be construed to prevent the legislative body of a joint powers agency formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1, from adopting a policy or a bylaw or including in its joint powers agreement provisions that authorize either or both of the following:

(1) All information received by the legislative body of the local agency member in a closed session related to the information presented to the joint powers agency in closed session shall be confidential. However, a member of the legislative body of a local agency member may disclose information obtained in a closed session that has direct financial or liability implications for that local agency to the following individuals:

(A) Legal counsel of that local agency member for purposes of obtaining advice on whether the matter has direct financial or liability implications for that local agency member.

(B) Other members of the legislative body of the local agency present in a closed session of that local agency member.

(2) Any designated alternate member of the legislative body of the joint powers agency who is also a member of the legislative body of a local agency member and who is attending a properly noticed meeting of the joint powers agency in lieu of a local agency member's regularly appointed member to attend closed sessions of the joint powers agency.

(b) (1) In addition to the authority described in subdivision (a), the Clean Power Alliance of Southern California, or its successor entity, may adopt a policy or a bylaw or include in its joint powers agreement a provision that authorizes both of the following:

(A) A designated alternate member of the legislative body of the Clean Power Alliance of Southern California, or its successor entity, who is not a member of the legislative body of a local agency member and who is attending a properly noticed meeting of the Clean Power Alliance of Southern California, or its successor entity, in lieu of a local agency member's regularly appointed member, to attend closed sessions of the Clean Power Alliance of Southern California, or its successor entity.

(B) All information that is received by a designated alternate member of the legislative body of the Clean Power Alliance of Southern California, or its successor entity, who is not a member of the legislative body of a local agency member, and that is presented to the Clean Power Alliance of Southern California, or its successor entity, in closed session, shall be confidential. However, the designated alternate member may disclose information obtained in a closed session that has direct financial or liability implications for the local agency member for which the designated alternate member attended the closed session, to the following individuals:

(i) Legal counsel of that local agency member for purposes of obtaining advice on whether the matter has direct financial or liability implications for that local agency member.

(ii) Members of the legislative body of the local agency present in a closed session of that local agency member.

(2) If the Clean Power Alliance of Southern California, or its successor entity, adopts a policy or bylaw or includes in its joint powers agreement a provision authorized pursuant to paragraph (1), the Clean Power Alliance of Southern California, or its successor entity, shall establish policies to prevent conflicts of interest and to address breaches of confidentiality that apply to a designated alternate member who is not a member of the legislative body of a local agency member who attends a closed session of the Clean Power Alliance of Southern California, or its successor entity.

(c) If the legislative body of a joint powers agency adopts a policy or a bylaw or includes provisions in its joint powers agreement pursuant to subdivision (a) or (b), then the legislative body of the local agency member, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the joint powers agency pursuant to paragraph (1) of subdivision (a) or paragraph (1) of subdivision (b).

(d) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(Amended (as amended by Stats. 2019, Ch. 248, Sec. 1) by Stats. 2024, Ch. 24, Sec. 1. (AB 1852) Effective January 1, 2025. Repealed as of January 1, 2030, by its own provisions. See later operative version, as amended by Sec. 2 of Stats. 2024, Ch. 24.)

54956.97. Notwithstanding any provision of law, the governing board, or a committee of the governing board, of a public bank, as defined in Section 57600 of the Government Code, may meet in closed session to consider and take action on matters pertaining to all of the following:

(a) A loan or investment decision.

(b) A decision of the internal audit committee, the compliance committee, or the governance committee.

(c) A meeting with a state or federal regulator.

(Added by Stats. 2019, Ch. 442, Sec. 14. (AB 857) Effective January 1, 2020.)54957.

(a) (1) This chapter does not prevent the legislative body of a local agency from holding closed sessions with the Governor, Attorney General, district attorney, agency counsel, sheriff, or chief of police, or other law enforcement or security personnel, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, a threat to the public's right of access to public services or public facilities, or a threat to critical infrastructure controls or critical infrastructure information relating to cybersecurity.

(2) For purposes of this subdivision, the following definitions apply:

(A) "Critical infrastructure controls" means networks and systems controlling assets so vital to the local agency that the incapacity or destruction of those networks, systems, or assets would have a debilitating impact on public health, safety, economic security, or any combination thereof.

(B) "Critical infrastructure information" means information not customarily in the public domain pertaining to any of the following:

(i) Actual, potential, or threatened interference with, or an attack on, compromise of, or incapacitation of critical infrastructure controls by either physical or computer-based attack or other similar conduct, including, but not limited to, the misuse of, or unauthorized access to, all types of communications and data transmission systems,

that violates federal, state, or local law or harms public health, safety, or economic security, or any combination thereof.

- (ii) The ability of critical infrastructure controls to resist any interference, compromise, or incapacitation, including, but not limited to, any planned or past assessment or estimate of the vulnerability of critical infrastructure.
- (iii) Any planned or past operational problem or solution regarding critical infrastructure controls, including, but not limited to, repair, recovery, reconstruction, insurance, or continuity, to the extent it is related to interference, compromise, or incapacitation of critical infrastructure controls.

(b) (1) Subject to paragraph (2), this chapter does not prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session.

(2) As a condition to holding a closed session on specific complaints or charges brought against an employee by another person or employee, the employee shall be given written notice of their right to have the complaints or charges heard in an open session rather than a closed session, which notice shall be delivered to the employee personally or by mail at least 24 hours before the time for holding the session. If notice is not given, any disciplinary or other action taken by the legislative body against the employee based on the specific complaints or charges in the closed session shall be null and void.

(3) The legislative body also may exclude from the public or closed meeting, during the examination of a witness, any or all other witnesses in the matter being investigated by the legislative body.

(4) For the purposes of this subdivision, the term "employee" shall include an officer or an independent contractor who functions as an officer or an employee but shall not include any elected official, member of a legislative body or other independent contractors. This subdivision shall not limit local officials' ability to hold closed session meetings pursuant to Sections 1461, 32106, and 32155 of the Health and Safety Code or Sections 37606 and 37624.3 of the Government Code. Closed sessions held pursuant to this subdivision shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline.

(Amended by Stats. 2024, Ch. 243, Sec. 1. (AB 2715) Effective January 1, 2025.)

54957.1. (a) The legislative body of any local agency shall publicly report any action taken in closed session and the vote or abstention on that action of every member present, as follows:

(1) Approval of an agreement concluding real estate negotiations pursuant to Section 54956.8 shall be reported after the agreement is final, as follows:

(A) If its own approval renders the agreement final, the body shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held.

(B) If final approval rests with the other party to the negotiations, the local agency shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the local agency of its approval.

(2) Approval given to its legal counsel to defend, or seek or refrain from seeking appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a consultation under Section 54956.9 shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

(3) Approval given to its legal counsel of a settlement of pending litigation, as defined in Section 54956.9, at any stage prior to or during a judicial or quasi-judicial proceeding shall be reported after the settlement is final, as follows:

(A) If the legislative body accepts a settlement offer signed by the opposing party, the body shall report its acceptance and identify the substance of the agreement in open session at the public meeting during which the closed session is held.

(B) If final approval rests with some other party to the litigation or with the court, then as soon as the settlement becomes final, and upon inquiry by any person, the local agency shall disclose the fact of that approval, and identify the substance of the agreement.

(4) Disposition reached as to claims discussed in closed session pursuant to Section 54956.95 shall be reported as soon as reached in a manner that identifies the name of the claimant, the name of the local agency claimed against, the substance of the claim, and any monetary amount approved for payment and agreed upon by the claimant.

(5) Action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee in closed session pursuant to Section 54957 shall be reported at the public meeting during which the closed session is held. Any report required by this paragraph shall identify the title of the position. The general requirement of this paragraph notwithstanding, the report of a dismissal or of the nonrenewal of an employment contract shall be deferred until the first public meeting following the exhaustion of administrative remedies, if any.

(6) Approval of an agreement concluding labor negotiations with represented employees pursuant to Section 54957.6 shall be reported after the agreement is final and has been

accepted or ratified by the other party. The report shall identify the item approved and the other party or parties to the negotiation.

(7) Pension fund investment transaction decisions made pursuant to Section 54956.81 shall be disclosed at the first open meeting of the legislative body held after the earlier of the close of the investment transaction or the transfer of pension fund assets for the investment transaction.

(b) Reports that are required to be made pursuant to this section may be made orally or in writing. The legislative body shall provide to any person who has submitted a written request to the legislative body within 24 hours of the posting of the agenda, or to any person who has made a standing request for all documentation as part of a request for notice of meetings pursuant to Section 54954.1 or 54956, if the requester is present at the time the closed session ends, copies of any contracts, settlement agreements, or other documents that were finally approved or adopted in the closed session. If the action taken results in one or more substantive amendments to the related documents requiring retying, the documents need not be released until the retying is completed during normal business hours, provided that the presiding officer of the legislative body or his or her designee orally summarizes the substance of the amendments for the benefit of the document requester or any other person present and requesting the information.

(c) The documentation referred to in subdivision (b) shall be available to any person on the next business day following the meeting in which the action referred to is taken or, in the case of substantial amendments, when any necessary retying is complete.

(d) Nothing in this section shall be construed to require that the legislative body approve actions not otherwise subject to legislative body approval.

(e) No action for injury to a reputational, liberty, or other personal interest may be commenced by or on behalf of any employee or former employee with respect to whom a disclosure is made by a legislative body in an effort to comply with this section.

(f) This section is necessary to implement, and reasonably within the scope of, paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(Amended by Stats. 2006, Ch. 538, Sec. 311. Effective January 1, 2007.)

54957.2. (a) The legislative body of a local agency may, by ordinance or resolution, designate a clerk or other officer or employee of the local agency who shall then attend each closed session of the legislative body and keep and enter in a minute book a record of topics discussed and decisions made at the meeting. The minute book made pursuant to this section is not a public record subject to inspection pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), and shall be kept confidential. The minute book shall be available only to members of the legislative body or, if a violation of this chapter is alleged to have occurred at a closed session, to a court of general jurisdiction wherein the local agency lies. The minute book may, but need not, consist of a recording of the closed session.

(b) An elected legislative body of a local agency may require that each legislative body all or a majority of whose members are appointed by or under the authority of the elected legislative body keep a minute book as prescribed under subdivision (a).

(Amended by Stats. 2021, Ch. 615, Sec. 207. (AB 474) Effective January 1, 2022. Operative January 1, 2023, pursuant to Sec. 463 of Stats. 2021, Ch. 615.)

54957.5. (a) Agendas of public meetings are disclosable public records under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), and shall be made available upon request without delay and in compliance with Section 54954.2 or Section 54956, as applicable. However, this section shall not apply to a writing, or portion thereof, that is exempt from public disclosure.

(b) (1) If a writing is a public record related to an agenda item for an open session of a regular meeting of the legislative body of a local agency and is distributed to all, or a majority of all, of the members of a legislative body of a local agency by a person in connection with a matter subject to discussion or consideration at an open meeting of the body less than 72 hours before that meeting, the writing shall be made available for public inspection pursuant to paragraph (2) at the time the writing is distributed to all, or a majority of all, of the members of the body.

(2) (A) Except as provided in subparagraph (B), a local agency shall comply with both of the following requirements:

(i) A local agency shall make any writing described in paragraph (1) available for public inspection at a public office or location that the agency shall designate for this purpose.

(ii) A local agency shall list the address of the office or location designated pursuant to clause (i) on the agendas for all meetings of the legislative body of that agency.

(B) A local agency shall not be required to comply with the requirements of subparagraph (A) if all of the following requirements are met:

(i) An initial staff report or similar document containing an executive summary and the staff recommendation, if any, relating to that agenda item is made available for public inspection at the office or location designated pursuant to clause (i) of subparagraph (A) at least 72 hours before the meeting.

(ii) The local agency immediately posts any writing described in paragraph (1) on the local agency's internet website in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting.

(iii) The local agency lists the web address of the local agency's internet website on the agendas for all meetings of the legislative body of that agency.

(iv) (I) Subject to subclause (II), the local agency makes physical copies available for public inspection, beginning the next regular business hours for the local agency, at the office or location designated pursuant to clause (i) of subparagraph (A).

(II) This clause is satisfied only if the next regular business hours of the local agency commence at least 24 hours before that meeting.

(c) Writings that are public records described in subdivision (b) and distributed during a public meeting shall be made available for public inspection at the meeting if prepared by the local agency or a member of its legislative body, or after the meeting if prepared by some other person. These writings shall be made available in appropriate alternative formats upon request by a person with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(d) This chapter shall not be construed to prevent the legislative body of a local agency from charging a fee or deposit for a copy of a public record pursuant to Section 7922.530, except that a surcharge shall not be imposed on persons with disabilities in violation of Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(e) This section shall not be construed to limit or delay the public's right to inspect or obtain a copy of any record required to be disclosed under the requirements of the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), including, but not limited to, the ability of the public to inspect public records pursuant to Section 7922.525 and obtain copies of public records pursuant to either subdivision (b) of Section 7922.530 or Section 7922.535. This chapter shall not be construed to require a legislative body of a local agency to place any paid advertisement or any other paid notice in any publication.

(Amended (as amended by Stats. 2021, Ch. 615, Sec. 208) by Stats. 2022, Ch. 971, Sec. 1. (AB 2647) Effective January 1, 2023.)

54957.6. (a) Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation, subject to all of the following conditions:

- (1) Prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its designated representatives.
- (2) The closed session shall be for the purpose of reviewing its position and instructing the local agency's designated representatives.
- (3) The closed session may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees.
- (4) Any closed session with the local agency's designated representative regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits may include discussion of an agency's available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the local agency's designated representative.

(5) The closed session shall not include final action on the proposed compensation of one or more unrepresented employees.

(6) For the purposes enumerated in this section, a legislative body of a local agency may also meet with a state conciliator who has intervened in the proceedings.

(b) For the purposes of this section, the term “employee” shall include an officer or an independent contractor who functions as an officer or an employee, but shall not include any elected official, member of a legislative body, or other independent contractors.

(Amended by Stats. 2025, Ch. 327, Sec.20. (SB 707) Effective January 1, 2026.)

54957.7. (a) Prior to holding any closed session, the legislative body of the local agency shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the legislative body may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.

(b) After any closed session, the legislative body shall reconvene into open session prior to adjournment and shall make any disclosures required by Section 54957.1 of action taken in the closed session.

(c) The announcements required to be made in open session pursuant to this section may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing the announcements.

(Amended by Stats. 1993, Ch. 1137, Sec. 15. Effective January 1, 1994. Operative April 1, 1994, by Sec. 23 of Ch. 1137.)

54957.8. (a) For purposes of this section, “multijurisdictional law enforcement agency” means a joint powers entity formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 that provides law enforcement services for the parties to the joint powers agreement for the purpose of investigating criminal activity involving drugs; gangs; sex crimes; firearms trafficking or felony possession of a firearm; high technology, computer, or identity theft; human trafficking; or vehicle theft.

(b) Nothing contained in this chapter shall be construed to prevent the legislative body of a multijurisdictional law enforcement agency, or an advisory body of a multijurisdictional law enforcement agency, from holding closed sessions to discuss the case records of any ongoing criminal investigation of the multijurisdictional law enforcement agency or of any party to the joint powers agreement, to hear testimony from persons involved in the investigation, and to discuss courses of action in particular cases.

(Amended by Stats. 2006, Ch. 427, Sec. 1. Effective September 22, 2006.)

54957.9. In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of the meeting unfeasible and order cannot be restored by the

removal of individuals who are willfully interrupting the meeting, the members of the legislative body conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the legislative body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

(Amended by Stats. 2025, Ch. 327, Sec.21. (SB 707) Effective January 1, 2026.)

54957.95. (a) (1) In addition to authority exercised pursuant to Sections 54954.3 and 54957.9, the presiding member of the legislative body conducting a meeting or their designee may remove, or cause the removal of, an individual for disrupting the meeting, including any teleconferenced meeting.

(2) Prior to removing an individual, the presiding member or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding member or their designee may then remove the individual if they do not promptly cease their disruptive behavior. This paragraph does not apply to any behavior described in subparagraph (B) of paragraph (1) of subdivision (b).

(b) As used in this section:

(1) “Disrupting” means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, one of the following:

- (A) A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law.
- (B) Engaging in behavior that constitutes use of force or a true threat of force.

(2) “True threat of force” means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

(Amended by Stats. 2025, Ch. 327, Sec.22. (SB 707) Effective January 1, 2026.)

54957.96. (a) The existing authority of a legislative body or its presiding officer to remove or limit participation by persons who engage in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, including existing limitations upon that authority, shall apply to members of the public participating in a meeting via a two-way telephonic service or a two-way audiovisual platform.

(b) For purposes of this section, the following definitions apply:

(1) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. A two-way audiovisual platform may be structured to disable the use of video for the public participants.

(2) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(Added by Stats. 2025, Ch. 327, Sec.23. (SB 707) Effective January 1, 2026.)

54957.10. Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions to discuss a local agency employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan.

(Added by Stats. 2001, Ch. 45, Sec. 1. Effective January 1, 2002.)

54958. The provisions of this chapter shall apply to the legislative body of every local agency notwithstanding the conflicting provisions of any other state law.

(Added by Stats. 1953, Ch. 1588.)

54959. Each member of a legislative body who attends a meeting of that legislative body where action is taken in violation of any provision of this chapter, and where the member intends to deprive the public of information to which the member knows or has reason to know the public is entitled under this chapter, is guilty of a misdemeanor.

(Amended by Stats. 1994, Ch. 32, Sec. 18. Effective March 30, 1994. Operative April 1, 1994, by Sec. 23 of Ch. 32.)

54960. (a) The district attorney or any interested person may commence an action by mandamus, injunction, or declaratory relief for the purpose of stopping or preventing violations or threatened violations of this chapter by members of the legislative body of a local agency or to determine the applicability of this chapter to ongoing actions or threatened future actions of the legislative body, or to determine the applicability of this chapter to past actions of the legislative body, subject to Section 54960.2, or to determine whether any rule or action by the legislative body to penalize or otherwise discourage the expression of one or more of its members is valid or invalid under the laws of this state or of the United States, or to compel the legislative body to audio record its closed sessions as hereinafter provided.

(b) The court in its discretion may, upon a judgment of a violation of Section 54956.7, 54956.8, 54956.9, 54956.95, 54957, or 54957.6, order the legislative body to audio record its closed sessions and preserve the audio recordings for the period and under the terms of security and confidentiality the court deems appropriate.

(c) (1) Each recording so kept shall be immediately labeled with the date of the closed session recorded and the title of the clerk or other officer who shall be custodian of the recording.

(2) The audio recordings shall be subject to the following discovery procedures:

(A) In any case in which discovery or disclosure of the audio recording is sought by either the district attorney or the plaintiff in a civil action pursuant to Section 54959, 54960, or 54960.1 alleging that a violation of this chapter has occurred in a closed session that has been recorded pursuant to this section, the party seeking discovery or disclosure shall file a written notice of motion with the appropriate court with notice to the governmental agency that has custody and control of the audio recording. The notice shall be given pursuant to subdivision (b) of Section 1005 of the Code of Civil Procedure.

(B) The notice shall include, in addition to the items required by Section 1010 of the Code of Civil Procedure, all of the following:

(i) Identification of the proceeding in which discovery or disclosure is sought, the party seeking discovery or disclosure, the date and time of the meeting recorded, and the governmental agency that has custody and control of the recording.

(ii) An affidavit that contains specific facts indicating that a violation of the act occurred in the closed session.

(3) If the court, following a review of the motion, finds that there is good cause to believe that a violation has occurred, the court may review, in camera, the recording of that portion of the closed session alleged to have violated the act.

(4) If, following the in camera review, the court concludes that disclosure of a portion of the recording would be likely to materially assist in the resolution of the litigation alleging violation of this chapter, the court shall, in its discretion, make a certified transcript of the portion of the recording a public exhibit in the proceeding.

(5) This section shall not permit discovery of communications that are protected by the attorney-client privilege.

(Amended by Stats. 2012, Ch. 732, Sec. 1. (SB 1003) Effective January 1, 2013.)

54960.1. (a) The district attorney or any interested person may commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that an action taken by a legislative body or a local agency in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 is null and void under this section. Nothing in this chapter shall be construed to prevent a legislative body from curing or correcting an action challenged pursuant to this section.

(b) Prior to any action being commenced pursuant to subdivision (a), the district attorney or interested person shall make a demand of the legislative body to cure or correct the action alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5. The demand shall be in writing and clearly describe the challenged action of the legislative body and nature of the alleged violation.

(c) (1) The written demand shall be made within 90 days from the date the action was taken unless the action was taken in an open session but in violation of Section 54954.2, in which case the written demand shall be made within 30 days from the date the action was taken.

(2) Within 30 days of receipt of the demand, the legislative body shall cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct or inform the demanding party in writing of its decision not to cure or correct the challenged action.

(3) If the legislative body takes no action within the 30-day period, the inaction shall be deemed a decision not to cure or correct the challenged action, and the 15-day period to commence the action described in subdivision (a) shall commence to run the day after the 30-day period to cure or correct expires.

(4) Within 15 days of receipt of the written notice of the legislative body's decision to cure or correct, or not to cure or correct, or within 15 days of the expiration of the 30-day period to cure or correct, whichever is earlier, the demanding party shall be required to commence the action pursuant to subdivision (a) or thereafter be barred from commencing the action.

(d) An action taken that is alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 shall not be determined to be null and void if any of the following conditions exist:

(1) The action taken was in substantial compliance with Sections 54953, 54954.2, 54954.5, 54954.6, 54956, and 54956.5.

(2) The action taken was in connection with the sale or issuance of notes, bonds, or other evidences of indebtedness or any contract, instrument, or agreement thereto.

(3) The action taken gave rise to a contractual obligation, including a contract let by competitive bid other than compensation for services in the form of salary or fees for professional services, upon which a party has, in good faith and without notice of a challenge to the validity of the action, detrimentally relied.

(4) The action taken was in connection with the collection of any tax.

(5) Any person, city, city and county, county, district, or any agency or subdivision of the state alleging noncompliance with subdivision (a) of Section 54954.2, Section 54956, or Section 54956.5, because of any defect, error, irregularity, or omission in the notice given pursuant to those provisions, had actual notice of the item of business at least 72 hours prior to the meeting at which the action was taken, if the meeting was noticed pursuant to Section 54954.2, or 24 hours prior to the meeting at which the action was taken if the meeting was noticed pursuant to Section 54956, or prior to the meeting at which the action was taken if the meeting is held pursuant to Section 54956.5.

(e) During any action seeking a judicial determination pursuant to subdivision (a) if the court determines, pursuant to a showing by the legislative body that an action alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 has been

cured or corrected by a subsequent action of the legislative body, the action filed pursuant to subdivision (a) shall be dismissed with prejudice.

(f) The fact that a legislative body takes a subsequent action to cure or correct an action taken pursuant to this section shall not be construed or admissible as evidence of a violation of this chapter.

(Amended by Stats. 2002, Ch. 454, Sec. 23. Effective January 1, 2003.)

54960.2. (a) The district attorney or any interested person may file an action to determine the applicability of this chapter to past actions of the legislative body pursuant to subdivision (a) of Section 54960 only if all of the following conditions are met:

(1) The district attorney or interested person alleging a violation of this chapter first submits a cease and desist letter by postal mail or facsimile transmission to the clerk or secretary of the legislative body being accused of the violation, as designated in the statement pertaining to that public agency on file pursuant to Section 53051, or if the agency does not have a statement on file designating a clerk or a secretary, to the chief executive officer of that agency, clearly describing the past action of the legislative body and nature of the alleged violation.

(2) The cease and desist letter required under paragraph (1) is submitted to the legislative body within nine months of the alleged violation.

(3) The time during which the legislative body may respond to the cease and desist letter pursuant to subdivision (b) has expired and the legislative body has not provided an unconditional commitment pursuant to subdivision (c).

(4) Within 60 days of receipt of the legislative body's response to the cease and desist letter, other than an unconditional commitment pursuant to subdivision (c), or within 60 days of the expiration of the time during which the legislative body may respond to the cease and desist letter pursuant to subdivision (b), whichever is earlier, the party submitting the cease and desist letter shall commence the action pursuant to subdivision (a) of Section 54960 or thereafter be barred from commencing the action.

(b) The legislative body may respond to a cease and desist letter submitted pursuant to subdivision (a) within 30 days of receiving the letter. This subdivision shall not be construed to prevent the legislative body from providing an unconditional commitment pursuant to subdivision (c) at any time after the 30-day period has expired, except that in that event the court shall award court costs and reasonable attorney fees to the plaintiff in an action brought pursuant to this section, in accordance with Section 54960.5.

(c) (1) If the legislative body elects to respond to the cease and desist letter with an unconditional commitment to cease, desist from, and not repeat the past action that is alleged to violate this chapter, that response shall be in substantially the following form:

To _____ :

The [name of legislative body] has received your cease and desist letter dated [date] alleging that the following described past action of the legislative body violates the Ralph M. Brown Act:

[Describe alleged past action, as set forth in the cease and desist letter submitted pursuant to subdivision (a)]

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the [name of legislative body] hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action as described above.

The [name of legislative body] may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address or addresses you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, you will have the right to commence legal action pursuant to subdivision (a) of Section 54960 of the Government Code. That notice will be delivered to you by the same means as this commitment, or may be mailed to an address that you have designated in writing.

Very truly yours,

[Chairperson or acting chairperson of the legislative body]

(2) An unconditional commitment pursuant to this subdivision shall be approved by the legislative body in open session at a regular or special meeting as a separate item of business, and not on its consent agenda.

(3) An action shall not be commenced to determine the applicability of this chapter to any past action of the legislative body for which the legislative body has provided an unconditional commitment pursuant to this subdivision. During any action seeking a judicial determination regarding the applicability of this chapter to any past action of the legislative body pursuant to subdivision (a), if the court determines that the legislative body has provided an unconditional commitment pursuant to this subdivision, the action shall be dismissed with prejudice. Nothing in this subdivision shall be construed to modify or limit the existing ability of the district attorney or any interested person to commence an action to determine the applicability of this chapter to ongoing actions or threatened future actions of the legislative body.

(4) Except as provided in subdivision (d), the fact that a legislative body provides an unconditional commitment shall not be construed or admissible as evidence of a violation of this chapter.

(d) If the legislative body provides an unconditional commitment as set forth in subdivision (c), the legislative body shall not thereafter take or engage in the challenged action described in the cease and desist letter, except as provided in subdivision (e). Violation of this subdivision shall

constitute an independent violation of this chapter, without regard to whether the challenged action would otherwise violate this chapter. An action alleging past violation or threatened future violation of this subdivision may be brought pursuant to subdivision (a) of Section 54960, without regard to the procedural requirements of this section.

(e) The legislative body may resolve to rescind an unconditional commitment made pursuant to subdivision (c) by a majority vote of its membership taken in open session at a regular meeting as a separate item of business not on its consent agenda, and noticed on its posted agenda as "Rescission of Brown Act Commitment," provided that not less than 30 days prior to such regular meeting, the legislative body provides written notice of its intent to consider the rescission to each person to whom the unconditional commitment was made, and to the district attorney. Upon rescission, the district attorney or any interested person may commence an action pursuant to subdivision (a) of Section 54960. An action under this subdivision may be brought pursuant to subdivision (a) of Section 54960, without regard to the procedural requirements of this section.

(Added by Stats. 2012, Ch. 732, Sec. 2. (SB 1003) Effective January 1, 2013.)

54960.5. A court may award court costs and reasonable attorney fees to the plaintiff in an action brought pursuant to Section 54960, 54960.1, or 54960.2 where it is found that a legislative body of the local agency has violated this chapter. Additionally, when an action brought pursuant to Section 54960.2 is dismissed with prejudice because a legislative body has provided an unconditional commitment pursuant to paragraph (1) of subdivision (c) of that section at any time after the 30-day period for making such a commitment has expired, the court shall award court costs and reasonable attorney fees to the plaintiff if the filing of that action caused the legislative body to issue the unconditional commitment. The costs and fees shall be paid by the local agency and shall not become a personal liability of any public officer or employee of the local agency.

A court may award court costs and reasonable attorney fees to a defendant in any action brought pursuant to Section 54960 or 54960.1 where the defendant has prevailed in a final determination of such action and the court finds that the action was clearly frivolous and totally lacking in merit.

(Amended by Stats. 2012, Ch. 732, Sec. 3. (SB 1003) Effective January 1, 2013.)

54961. (a) No legislative body of a local agency shall conduct any meeting in any facility that prohibits the admittance of any person, or persons, on the basis of ancestry or any characteristic listed or defined in Section 11135, or which is inaccessible to disabled persons, or where members of the public may not be present without making a payment or purchase. This section shall apply to every local agency as defined in Section 54951.

(b) No notice, agenda, announcement, or report required under this chapter need identify any victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed.

(Amended by Stats. 2007, Ch. 568, Sec. 35. Effective January 1, 2008.)

54962. Except as expressly authorized by this chapter, or by Sections 1461, 1462, 32106, and 32155 of the Health and Safety Code, or by Sections 37606, 37606.1, and 37624.3 of the Government Code as they apply to hospitals, or by any provision of the Education Code pertaining to school districts and community college districts, no closed session may be held by any legislative body of any local agency.

(Amended by Stats. 2006, Ch. 157, Sec. 2. Effective January 1, 2007.)

54963. (a) A person may not disclose confidential information that has been acquired by being present in a closed session authorized by Section 54956.7, 54956.8, 54956.86, 54956.87, 54956.9, 54957, 54957.6, 54957.8, or 54957.10 to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.

(b) For purposes of this section, “confidential information” means a communication made in a closed session that is specifically related to the basis for the legislative body of a local agency to meet lawfully in closed session under this chapter.

(c) Violation of this section may be addressed by the use of such remedies as are currently available by law, including, but not limited to:

(1) Injunctive relief to prevent the disclosure of confidential information prohibited by this section.

(2) Disciplinary action against an employee who has willfully disclosed confidential information in violation of this section.

(3) Referral of a member of a legislative body who has willfully disclosed confidential information in violation of this section to the grandjury.

(d) Disciplinary action pursuant to paragraph (2) of subdivision (c) shall require that the employee in question has either received training as to the requirements of this section or otherwise has been given notice of the requirements of this section.

(e) A local agency may not take any action authorized by subdivision (c) against a person, nor shall it be deemed a violation of this section, for doing any of the following:

(1) Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts to a district attorney or grand jury that are necessary to establish the illegality of an action taken by a legislative body of a local agency or the potential illegality of an action that has been the subject of deliberation at a closed session if that action were to be taken by a legislative body of a local agency.

(2) Expressing an opinion concerning the propriety or legality of actions taken by a legislative body of a local agency in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action.

(3) Disclosing information acquired by being present in a closed session under this chapter that is not confidential information.

(f) Nothing in this section shall be construed to prohibit disclosures under the whistleblower statutes contained in Section 1102.5 of the Labor Code or Article 4.5 (commencing with Section 53296) of Chapter 2 of this code.

(Added by Stats. 2002, Ch. 1119, Sec. 1. Effective January 1, 2003.)



**PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: January 20, 2026

SUBJECT: Approve and authorize Chair to sign the Secure Rural Schools and Community Self-Determination Act of 2000 Certification of Title III expenditures by Plumas County; discussion and action.

Recommendation:

Approve and authorize Chair to sign the Secure Rural Schools and Community Self-Determination Act of 2000 Certification of Title III expenditures by Plumas County; discussion and action.

Background and Discussion:

The Secure Rural Schools and Community Self-Determination Act of 2000 (the Act), reauthorized in Public Law 110-343 and Public Law 112-141, requires the appropriate official of a county that receives funds under title III of the Act to submit to the Secretary concerned (the Secretary of Agriculture, or the Secretary of the Interior, as appropriate) an annual certification that the funds expended have been used for the uses authorized under section 302(a) of the Act.

Action:

Approve and authorize Chair to sign the Secure Rural Schools and Community Self-Determination Act of 2000 Certification of Title III expenditures by Plumas County; discussion and action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Item No. 3.C

Secure Rural Schools and Community Self-Determination Act of 2000
County's Certification of Title III Expenditures and Unobligated Funds
Required by Law under Section 302(a) of the Act

2025 Payment Year	
Name of participating County and State :	Plumas County, California

CURRENT TITLE III BALANCES	
*Title III funds balance brought forward on 10/1/2024:	\$ 258,980.00
**Title III funds received in calendar year 2025:	\$0

EXPENDITURES	
Amount of Title III funds spent/obligated this year to conduct authorized activities under the Firewise Communities program:	\$103,303.06
Amount of Title III funds spent/obligated this year to reimburse the participating county for search and rescue and other emergency services performed on Federal land and paid for by the county, including firefighting and law enforcement patrols:	\$ 423,670.08
Amount of Title III funds spent/obligated this year to cover training costs and equipment purchases related to the emergency services:	\$ 0
Amount of Title III funds spent/obligated this year to develop community wildfire protection plans in coordination with the appropriate Secretary:	\$ 423,670.08
Amount of Title III funds spent/obligated this year on (A) broadband telecommunications services at local schools; or (B) the technology and connectivity necessary for students to use a digital learning tool at or outside of a local school campus:	\$ 0
Total Title III spent in 2025:	\$ 526,974.04

FUNDS NOT SPENT/OBLIGATED	
Remaining unobligated Title III fund balance as of 9/30/2025:	\$ 782,225.45

CERTIFICATION	
<p>The expenditures reported above were for the uses authorized under section 302(a) of the Act. The proposed uses had a publication and comment period and were submitted to the appropriate Secure Rural Schools Act resource advisory committee(s) as required in Section 302(b) of the Act.</p> <p>The amounts reported as unobligated on September 30 are accurate and consistent with the county's accounting practices.</p> <p>Signature of certifying official: _____</p>	
Print or type name and title of certifying official: Mimi Hall, Chair Plumas County Board of Supervisors	Date of certification: January 20, 2026
Certifying Official Contact Information	
<p>E-Mail: pcbs@countyofplumas.com</p> <p>Phone: 530-283-6170</p>	
<p>Address, including City, State, Zip: 520 Main Street, Room 309 Quincy, California 95971</p>	

*This balance should include all remaining Title III funds from 2024 and prior.

**2025 Title III funds will be finalized after the February 1, 2026 deadline and can be reported on the 2027 certification form.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0220. The time required to complete this information collection is estimated to average 24 hours annually per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay services.

Secure Rural Schools Act

Certification of Title III expenditures by participating county

Page 3 of 4



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Mimi Hall, Supervisor - District 4, Chair
Kevin Goss, Supervisor - District 2, Vice-Chair

MEETING DATE: January 20, 2026

SUBJECT: Argument in Favor of Plumas County Essential Public Services Sales Tax Measure; discussion and possible action.

Recommendation:

Argument in Favor of Plumas County Essential Public Services Sales Tax Measure; discussion and possible action.

Background and Discussion:

Plumas County residents need services that keep them protected, safe and healthy. One of the County's most urgent challenges is meeting these needs with reliable, stable services.

County employees—dispatchers, public safety staff, nurses, road crews and others—deliver critical services every day. The fiscal environment and demands of wildfire recovery took a toll on the County, resulting in a reduced workforce that was challenged to meet the public's needs by doing more with less. At one point, patrol of the entire county was staffed by just two deputies.

The County has taken responsible steps to improve its financial condition—following the Budget Act, increasing transparency, reducing reliance on costly consultants, and strengthening long-term planning. These efforts are working but are not enough. A stable, local revenue source that can't be taken away by the state or federal government is essential to protect essential public services.

Much progress has been made on strengthening the county workforce to meet the public's essential needs. Maintaining this will also increase financial pressure on a Plumas County Budget that has lost major sources of revenue. Timber tax receipts have declined significantly, especially following the Dixie Fire. And once reliable state and federal funding have been reduced, even as demands for emergency services, disaster recovery, senior services, and infrastructure maintenance continue to grow.

This measure provides a responsible solution. If passed, Plumas County's sales tax rate would still remain among the lowest in the region.

The proposed one-cent sales tax would be in place for 12 years, generating approximately \$3 million annually to help sustain essential services, stabilize staffing levels, and support infrastructure needs. About half of the revenue would be paid by visitors and through-travelers, not local residents.

Action:

Argument in Favor of Plumas County Essential Public Services Sales Tax Measure; discussion and possible action.

Fiscal Impact:

Potential Positive General Fund Impact.

Attachments:

1. Plumas County Sales Tax Argument
2. Ballot argument writing guidelines 2017_202210131401230478_202305031844509857
3. Measure Letter Designation

Argument in Favor of Plumas County Essential Public Services Sales Tax Measure

Plumas County residents need services that keep them protected, safe and healthy. One of the County's most urgent challenges is meeting these needs with reliable, stable services.

County employees—dispatchers, public safety staff, nurses, road crews and others—deliver critical services every day. The fiscal environment and demands of wildfire recovery took a toll on the County, resulting in a reduced workforce that was challenged to meet the public's needs by doing more with less. At one point, patrol of the entire county was staffed by just two deputies.

The County has taken responsible steps to improve its financial condition—following the Budget Act, increasing transparency, reducing reliance on costly consultants, and strengthening long-term planning. These efforts are working but are not enough. A stable, local revenue source that can't be taken away by the state or federal government is essential to protect essential public services.

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This measure provides a responsible solution. If passed, Plumas County's sales tax rate would still remain among the lowest in the region.

The proposed one-cent sales tax would be in place for 12 years, generating approximately \$3 million annually to help sustain essential services, stabilize staffing levels, and support infrastructure needs. About half of the revenue would be paid by visitors and through-travelers, not local residents.

A YES vote protects essential services, supports a stable local workforce, and strengthens Plumas County's future.

BALLOT ARGUMENTS - GENERAL INFORMATION

- A Ballot Argument for a county, district, city or school district measure shall not exceed 300 words in length. EC 9162, 9282, 9315, 9501 (Exception - 500 words to reorganize a school district).
- No more than 5 signatures shall appear with any argument. EC 9164, 9283, 9501
- Each argument/rebuttal argument shall be accompanied by a statement to be signed by each author declaring that the argument/rebuttal argument is true and correct to the best of his/her knowledge and belief. EC 9600.
- When any ballot argument/rebuttal argument is submitted, they may be withdrawn by the authors any time prior to and including the final date for filing the argument/rebuttal argument. EC 9601.

WORD COUNTING STANDARDS - GENERAL INFORMATION

The title of the argument at the top of the form is not counted - only the text.

Punctuation is not counted.

Each word shall be counted as one word except as specified:

Geographical Names = 1 word, EXAMPLE: City of Portola, County of Plumas or Crescent Mills.

Abbreviations are counted as 1 word, EXAMPLE: CPA, PUSD

Hyphenated Words - found in a dictionary are counted as 1 word, EXAMPLE: in-house

Dates = consisting of only digits are counted as 1 word, EXAMPLE: 01/01/2017, dates consisting of a combination of words and digits are counted as 2 words, EXAMPLE: January 20, 2017.

Digital Numbers = are counted as 1 word, EXAMPLE: 100 is counted as 1 word.

Written Numbers = are counted as 2 words, EXAMPLE: one hundred as 2 words.

Phone Numbers = are counted as 1 word.

Internet Addresses = are counted as 1 word.

Words in ALL CAPITALS, **bold**, *italics*, underlined or with ***stars*** or ...dots..., are not allowed.

PLEASE PROOFREAD YOUR ARGUMENT/REBUTTAL. We are not responsible for correcting any misspelling, grammar or punctuation. Your document will be printed as submitted.

REGISTRAR OF VOTERS
COUNTY OF PLUMAS

Election Date: _____

Measure Letter Designation: _____

Jurisdiction: _____

STATEMENT OF AUTHOR

The undersigned author(s) of the (select one of the following)

ARGUMENT IN FAVOR
ARGUMENT AGAINST
(300 WORDS)

REBUTTAL TO ARGUMENT IN FAVOR
REBUTTAL TO ARGUMENT AGAINST
(250 WORDS)

ballot measure, _____ at the _____ election for the _____
_____ being held on _____ 20 _____, hereby state that such argument is true and correct to the
best of his/her/their knowledge and belief.

1. _____
Signature and date

Print/type name as you want it to appear on argument

Title to appear below name on argument (optional-limited to 4 words)

2. _____
Signature and date

Print/type name as you want it to appear on argument

Title to appear below name on argument (optional-limited to 4 words)

3. _____
Signature and date

Print/type name as you want it to appear on argument

Title to appear below name on argument (optional-limited to 4 words)

4. _____
Signature and date

Print/type name as you want it to appear on argument

Title to appear below name on argument (optional-limited to 4 words)

5. _____
Signature and date

Print/type name as you want it to appear on argument

Title to appear below name on argument (optional-limited to 4 words)

OPTIONAL TITLES SHOULD NOT EXCEED FOUR (4) WORDS, TITLES WHICH DO NOT FIT IN ALLOTTED SPACE
WILL BE ABBREVIATED.

A ballot argument or rebuttal argument shall not be accepted unless accompanied by the name or names of the person(s) submitting it, or, if submitted on behalf of an organization and the name of at least one of its principal officers. No more than five signatures shall appear with any argument submitted. Arguments may be changed or withdrawn by their proponents until and including the date fixed by the election official for filing. There is a 10 calendar day review period prior to submitting arguments for printing.

Elections Code Sections 9164, 9190, 9380, 9501, 9600

Text of arguments/rebuttal arguments should either be typewritten (see reverse side of form) on the reverse side of this form or a typewritten or computer generated statement may be attached to this form. Statements are electronically scanned for typesetting, therefore handwritten arguments will not be accepted for filing.

ALL ARGUMENTS/REBUTTAL ARGUMENTS SHALL BE ACCOMPANIED BY THIS FORM
SIGNED BY THE AUTHOR(S).



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Mimi Hall, Supervisor - District 4, Chair

MEETING DATE: January 20, 2026

SUBJECT: Approve and authorize the Chair to sign a Letter addressed to Local Agency Formation Commission regarding the request for Coordination on Fire District Boundary and Sphere of Influence GIS Data; discussion and possible action.

Recommendation:

Approve and authorize the Chair to sign a Letter addressed to Local Agency Formation Commission regarding the request for Coordination on Fire District Boundary and Sphere of Influence GIS Data; discussion and possible action.

Background and Discussion:

Since October 20, 2025, the Plumas County Sheriff's Office and County GIS have been working to obtain updated GIS data from LAFCo necessary to correct and update Emergency Service Numbers (ESNs). Several subsequent communications occurred, but did not result in provision of the requested data, partial information, or a firm delivery timeline.

ESNs determine which fire, law enforcement, and emergency medical services are dispatched to a given address and are foundational to accurate 9-1-1 call routing.

The districts most affected include:

- Beckwourth Peak Fire Protection District
- Indian Valley Fire Protection District
- Peninsula / Chester Fire Districts

The County's ESN boundaries were last comprehensively updated in 2015 and now require revision to reflect these changes. Without the required LAFCo-maintained boundary and SOI data, the County cannot ensure that emergency calls are being routed to the correct responding agencies, creating an ongoing operational and public safety risk.

We recognize the demands placed on LAFCo and appreciate the efforts of your staff to manage complex statutory responsibilities. At the same time, the County has made multiple follow-up requests for this information. While County staff were advised on November 13, 2025, that the data would be available shortly, we have not yet received the materials or an updated timeline.

This matter has become time-sensitive, as Plumas County has secured \$50,000 in grant funding from the California Governor's Office of Emergency Services (Cal OES) specifically intended to fund GIS and emergency response updates. These funds cannot be utilized until LAFCo provides the necessary ESN, SOI, and annexation data.

LAFCo's role in establishing and maintaining fire district boundaries and spheres of influence is integral to the County's ability to meet emergency dispatch accuracy requirements. We view this as a shared responsibility

and opportunity for continued collaboration in support of public safety.

The Plumas County Board of Supervisors respectfully requests your assistance in prioritizing this item and providing either the requested data or a clear timeline for its availability. Members of the Board who also serve on LAFCo are available to help facilitate coordination as needed.

Action:

Approve and authorize the Chair to sign a Letter addressed to Local Agency Formation Commission regarding the request for Coordination on Fire District Boundary and Sphere of Influence GIS Data; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. BOS - Letter of Support LAFCo Fire District Boundary



OFFICE OF THE
**BOARD OF
SUPERVISORS**
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone: (530) 283-6170
pcbs@countyofplumas.com

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR
KEVIN GOSS
DISTRICT 2 SUPERVISOR, VICE-CHAIR
THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR
MIMI HALL
DISTRICT 4 SUPERVISOR, CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR
ALLEN HISKEY
CLERK OF THE BOARD

January 20, 2026

To: Plumas County Local Agency Formation Commission
Executive Officer
Commissioners

From: Plumas County Board of Supervisors

RE: Request for Coordination on Fire District Boundary and Sphere of Influence GIS Data

Dear LAFCo Commissioners, Executive Director:

The Plumas County Board of Supervisors is writing to respectfully request your assistance and coordination regarding the provision of updated fire district boundary, annexation, and Sphere of Influence (SOI) GIS data needed for County emergency response systems.

Since October 20, 2025, the Plumas County Sheriff's Office and County GIS have been working to obtain updated GIS data from LAFCo necessary to correct and update Emergency Service Numbers (ESNs). Several subsequent communications occurred, but did not result in provision of the requested data, partial information, or a firm delivery timeline.

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The Plumas County Board of Supervisors respectfully requests your assistance in prioritizing this item and providing either the requested data or a clear timeline for its availability. Members of the Board who also serve on LAFCo are available to help facilitate coordination as needed.

Thank you for your continued partnership and attention to this very important matter. We appreciate your cooperation and look forward to working together on a timely resolution.

Sincerely,

Mimi Hall, Chair

cc: Plumas County Sheriff's Office