



# CITY COUNCIL REGULAR MEETING AGENDA

April 14, 2026 at 6:00 PM  
Wheatland Community Center  
101 C Street, Wheatland, CA 95692

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City Council meetings are held in-person and are no longer available via ZOOM.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact City Hall at (530) 633-2761 or (530) 633-9102 (fax). Requests must be made as early as possible and at least one full business day before the start of the meeting.

## 1. OPENING MATTERS

1.1 Call to Order and Roll Call

1.2 Pledge of Allegiance to the Flag

## 2. PUBLIC COMMENT

*At this time, the public is permitted to address the City Council on non-agendized items. Comments should not exceed three (3) MINUTES. In accordance with State Law, however, no action or discussion may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked or may request Staff to report back at a future meeting concerning the matter. Any member of the public may contact the City Clerk's Office related to the proper procedure to place an item on a future City Council agenda. The exceptions under which the Council MAY discuss and/or act on items not appearing on the agenda are contained in Government Code §54954.2(b) (1) (2) (3)*

## 3. CONSENT CALENDAR

[3.1](#) Minutes - March 24 & March 25, 2026

[3.2](#) Annual TDA Claim Fiscal Year 2025-26

## 4. PUBLIC HEARING

None.

## 5. PRESENTATIONS

5.1 Ceremonial Swearing-In of Police Officer Allen Perez & Zachary Cooke

**6. REGULAR CALENDAR**

**6.1** Consideration and Adoption of Resolution Declaring a Vacancy on the City Council and Determining the City Council’s Intent to Appoint a Qualified Candidate to Serve the Remainder of the Current Electoral Term

**6.2** Consideration and Adoption of Resolution Authorizing Execution of an Agreement with Yuba County for Utilization of the Wheatland Community Center for Disaster-Related Temporary Sheltering

**6.3** 2025 Police Department Annual Report

**6.4** 2025 Fire Authority Annual Report

**7. REPORTS**

**8. CLOSED SESSION**

**8.1** Public Employment (California Government Code Section 54957) Title: City Manager

**9. ADJOURN**

**AGENDA POSTING CERTIFICATION**

I, Josie Camacho, City Clerk for the City of Wheatland, do hereby declare under penalty of perjury that I caused the above agenda to be posted at City of Wheatland City Hall at 111 C Street, Wheatland, CA 95692 and on the City website at [www.wheatland.ca.gov](http://www.wheatland.ca.gov).

Date: April 9, 2026      /s/ Josie Camacho, City Clerk



# City Council Regular Meeting Minutes

March 24, 2026 at 6:00 PM  
Wheatland Community Center  
101 C Street, Wheatland, CA 95692

## 1. OPENING MATTERS

1.1 Call to Order and Roll Call - **6:01** - All present.

**A moment of silence was observed in honor of the late Mayor Robert Coe.**

1.2 Pledge of Allegiance to the Flag - **Performed.**

## 2. PUBLIC COMMENT - None.

**Motion to pull Item 6.2, Item 6.3 and Item 8.1 and place on the April 14 agenda made by Councilmember B. Abe and Seconded by Councilmember Teter**

**Ayes: B. Abe, Teter, J. Abe, McIntosh**

**Noes: None**

**Abstain: None**

**Absent: None**

**Motion passes 4-0-0-0**

## 3. CONSENT CALENDAR

**Motion to approve Consent Calendar made by Councilmember Teter, Seconded by Councilmember B. Abe**  
**Ayes: Teter, B. Abe, J. Abe, McIntosh**

**Noes: None**

**Abstain: None**

**Absent: None**

**Motion passes 4-0-0-0**

3.1 Minutes - February 24, 2026

3.2 Consideration and Adoption of Resolution Authorizing Execution of Amendment No. 4 to the Employment Agreement with Susan Mahoney for Interim Finance Director Services - **Res. 26-12**

3.3 Consider Adoption of Resolution Authorizing the Fourth Amendment to the Employment Agreement with Bill Zenoni for City Manager Services - **Res. 26-13**

3.4 Adoption of Ordinance Designating Fire Hazard Severity Zones within the City of Wheatland - **Ord. 506**

## 4. PUBLIC HEARING - None.

## 5. PRESENTATIONS - None.

**6. REGULAR CALENDAR**

6.1 Consideration and Adoption of Resolution Authorizing Execution of Agreement with Yuba County Sheriff's Department for Supplemental Law Enforcement Services - **Res. 26-14**

**Motion to approve made by Councilmember B. Abe, Seconded by Councilmember Teter**

**Ayes: B. Abe, Teter, J. Abe, McIntosh**

**Noes: None**

**Abstain: None**

**Absent: None**

**Motion passes 4-0-0-0**

6.2 2025 Police Department Annual Report - **Item pulled, to be placed on the April 14 agenda.**

6.3 2025 Fire Authority Annual Report - **Item pulled, to be placed on the April 14 agenda.**

6.4 South Yuba County Regional Wastewater Project Update - **A brief update was provided by City Manager, Zenoni.**

**7. REPORTS**

**8. CLOSED SESSION**

8.1 Public Employment (California Government Code Section 54957) Title: City Manager - **Item pulled, to be placed on the April 14 agenda.**

**9. ADJOURN - 6:29 p.m. Meeting adorned in memory of Robert Coe for his service to his community.**

**MINUTES CERTIFICATION**

I, Josie Camacho, City Clerk for the City of Wheatland, do hereby declare under penalty of perjury that the above minutes are a true depiction of all actions taken at the City Council meeting held on the first date above written at Wheatland Community Center, 101 C Street, CA.

Date: March 25, 2026      /s/ Josie Camacho, City Clerk



**SPECIAL CALLED CITY COUNCIL MEETING AGENDA**

**March 25, 2026 at 3:00 PM  
Wheatland Community Center  
101 C Street, Wheatland, CA 95692**

**1. OPENING MATTERS**

**1.1 Call to Order and Roll Call - 3:00 p.m. - All Present.**

**1.2 Pledge of Allegiance to the Flag - Performed.**

**2. CLOSED SESSION - 3:01 p.m.**

**2.1 Public Employment (California Government Code Section 54957) Title: City Manager**

**3. ADJOURN – Reconvened at 5:45 p.m. with no reportable action.**

**MINUTES CERTIFICATION**

I, Josie Camacho, City Clerk for the City of Wheatland, do hereby declare under penalty of perjury that the above minutes are a true depiction of all actions taken at the City Council meeting held on the first date above written at Wheatland Community Center, 101 C Street, CA.

Date: March 26, 2026      /s/ Josie Camacho, City Clerk



**CITY COUNCIL MEETING STAFF REPORT**

**Meeting Date: April 14, 2026**

**SUBJECT:** Annual TDA Claim Fiscal Year 2025-26

**PREPARED BY:** Susan Mahoney, Finance

**RECOMMENDATION:**

Consider adopting a resolution approving the Transportation Development Act (TDA) Fiscal Year 2025-26 claim to the Sacramento Area Council of Governments (SACOG).

**DISCUSSION:**

SACOG is the designated regional transportation planning agency responsible for administering the TDA funds for the counties of Sacramento, Sutter, Yolo, Yuba and the cities and transit operators therein.

The TDA provides two major sources of public transportation funding in California – Local Transportation Fund (LTF) and State Transit Assistance (STA). LTF funds, generated from a ¼ cent retail sales tax, are apportioned to eligible local agencies based generally on population. STA funds, generated from taxes on diesel fuel, are apportioned to eligible agencies based on population and transit operator revenues. The City’s STA funds are, by contract, apportioned 100% directly to the Yuba-Sutter Transit Authority.

The attached TDA Claim for fiscal year 2023-24 requests reimbursement of \$296,378.40 for expenditures on the recently completed 2025 Pavement Sealing project. The TDA Claim also includes required SACOG planning costs totaling \$11,049.00. The total Claim is \$307,427.40. The attached resolution authorizes staff to file the TDA Claim.

**FISCAL IMPACT:**

If the claim is submitted to SACOG, the City will receive \$296,378.40. This amount will reimburse the City for all costs associated with the 2025 Pavement Sealing Project.

**ATTACHMENTS:**

- A. Resolution
- B. TDA Claim Packet

Attachment 'A'

**RESOLUTION NO. 26-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND  
AUTHORIZING THE FILING OF A TRANSPORTATION DEVELOPMENT ACT CLAIM FOR FISCAL  
YEAR 2025-2026**

WHEREAS, the City of Wheatland is a member of the Sacramento Area Council of Governments (SACOG); and

WHEREAS, SACOG provides transportation and funding services to member entities including the administration of Transportation Development Act resources (TDA); and

WHEREAS, the City of Wheatland has included in its fiscal year 2025-26 budget funding for street improvement projects which require all TDA, Local Transportation Funds (LTF) that are available from fiscal years 2022-23, 2023-24, 2024-25, and a portion of funds available from fiscal year 2025-26; and

WHEREAS, the City of Wheatland wishes to file a TDA claim to SACOG to receive the TDA LTF funding to reimburse the City for the Pavement Sealing project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheatland as follows:

1. The above statements are true and correct.
2. That the Transportation Development Act Claim attached hereto as Exhibit "A" is authorized for submittal to SACOG.al Year 2025-26.

The foregoing resolution was introduced and adopted by the City Council of the City of Wheatland at a regular meeting held on the 14<sup>th</sup> of April 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

ATTEST:

\_\_\_\_\_  
Lisa McIntosh, Mayor

\_\_\_\_\_  
Josie Camacho, City Clerk



TRANSPORTATION

DEVELOPMENT ACT

CLAIM PACKET

Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, CA 95814

## TRANSPORTATION DEVELOPMENT ACT CLAIM CHECKLIST

Please check the following, items as being either included with the attached TDA claim package or are on file at SACOG.

Item	Claimant	Attached	On file
• TDA-1 Annual Transportation Development Claim	All claimants	<input checked="" type="checkbox"/>	N/A
• TDA-2 Project and Expenditure Plan (for the fiscal year of this claim and the prior fiscal year)	All claimants	<input checked="" type="checkbox"/>	N/A
• TDA-3 Status of Previously Approved Projects	All claimants	<input checked="" type="checkbox"/>	N/A
• TDA-4 Statement of Conformance	All claimants	<input checked="" type="checkbox"/>	N/A
• TDA-5 TDA Claim Certification	All claimants	<input checked="" type="checkbox"/>	N/A
• Resolution by governing body that authorized the claim	All claimants	<input checked="" type="checkbox"/>	N/A

*If Claimant is a Transit Agency or Jurisdiction is Contracting for Transit Service*

• CHP Safety Compliance Report (Completed within the past 13 months)	Claimants for transit service	<input type="checkbox"/>	<input type="checkbox"/>
• Adopted or proposed budget for the fiscal year of the claim	Claimants for transit service	<input type="checkbox"/>	<input type="checkbox"/>
• Signed copy of transit service contract	Claimants for transit service	<input type="checkbox"/>	<input type="checkbox"/>
• Area wide transfer agreement, resolution	Claimants that allow inter-system transfers	<input type="checkbox"/>	<input type="checkbox"/>
• Information establishing eligibility under efficiency criteria – STA Operator Qualifying Criteria calculation based on Section 99314.6	Claimants for revenue-based STA funds	<input type="checkbox"/>	<input type="checkbox"/>
• Certification that claim is consistent with Capital Improvement Program	Claimants for bike/ped facilities	<input type="checkbox"/>	<input type="checkbox"/>
• Compliance with PUC Sec. 99155 & 99155.5	Claimants for transit service	<input type="checkbox"/>	<input type="checkbox"/>
• Copy of Ten Year Capital & Operations Program	Claimants for transit service	<input type="checkbox"/>	<input type="checkbox"/>

**TDA-1**

**TRANSPORTATION DEVELOPMENT ACT CLAIM**

**TO:** Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, CA 95814

**FROM:** City of Wheatland  
111 C Street  
Wheatland, CA 95692  
Contact Person: Susan Mahoney  
Phone: 530.633.2761 Email: [smahoney@wheatland.ca.gov](mailto:smahoney@wheatland.ca.gov)

The above claimant hereby requests, in accordance with authority granted under the Transportation Development Act and applicable rules and regulations adopted by the Sacramento Area Council of Governments (SACOG), that its request for funding be approved as follows:

<b>Funding Source</b>	<b>Amount</b>	<b>Fiscal Year</b>
LTF	\$ 51,647.00	FY 2022/23
LTF	\$123,870.00	FY 2023/24
LTF	\$120,519.00	FY 2024/25
LTF	\$ 11,391.40	FY 2025/26
<b>TOTAL LTF</b>	<b>\$307,427.40</b>	
STA		
STA-SGR		

Submitted By: Susan Mahoney  
Title: Finance Director  
Date: April 14, 2026

**TDA-2**

**ANNUAL PROJECT AND EXPENDITURE PLAN**

**Claimant: City of Wheatland**

**Fiscal Year: 2025/26**

Project Title and TDA Article Number	SOURCES OF FUNDING								
	TDA LTF	TDA STA	TDA STA-SGR	Transit Fares	Measure A	Road Fund	Developer Fees/Const. Tax	Federal/State	TOTAL
	Street Maintenance Art. 8, Sec 99402	\$296,378.40							
SACOG Planning FY 2023/24	\$3,716								
SACOG Planning FY 2024/25	\$3,616								
SACOG Planning FY 2025/26	\$3,717								
<b>TOTAL REQUEST</b>	\$307,427.40	\$	\$	\$	\$	\$	\$	\$	\$

**TDA-3  
STATUS OF PREVIOUSLY APPROVED PROJECTS**

Instructions: Describe the status of all prior fiscal year TDA claim projects and any projects from previous years, which are still active.

- Include both operating and capital projects
- Approved amounts should be as specified in TDA claims approved by SACOG
- Expenditures should be to date
- Project status should be either "Complete" or "Active"

Fiscal Year	Project Title	Amount Approved	Expenditures	Project Status
	All previous projects are complete			
<b>TOTAL</b>		\$	\$	

**TDA-4**  
**STATEMENT OF CONFORMANCE**

Form TDA-4 must be completed and signed by the Administrative Office of the submitting claimant.

The City of Wheatland hereby certifies that the Transportation Development Act claim for fiscal years 2022/23, 2023/24, 2024/25, and 2025/26 in the amount of:

\$ 307,427.40 (LTF)

\$ 0.00 (STA)

\$ 0.00 (STA-SGR)

for a total of \$ 307,427.40 conforms to the requirements of the Transportation Development Act and applicable rules and regulations. (See Attachment A for listing of conformance requirements)

Certified by Chief Financial Officer Susan Mahoney

Title Finance Director

Date April 14, 2026

**TDA-5**

**TDA Claim Certification Form**

I, Susan Mahoney, Chief Finance Officer for the City of Wheatland, do hereby attest, as required under the California Code of Regulations, Title 21, Division 3, Chapter 2, Section 6632, to the reasonableness and accuracy of the following:

- (a) The attached budget or proposed budget for FY 20\_/20\_.
- (b) The attached certification by the Department of the California Highway Patrol verifying that \_\_\_\_\_ is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.
- (c) The estimated amount of \_\_\_\_\_ maximum eligibility for moneys from the local transportation fund and the state assistance fund, as defined in Section 6634, is \$307,427.40.

\_\_\_\_\_  
(Signature) Chief Financial Officer

City of Wheatland  
(Agency Name)

April 14, 2026  
(Date)

**ATTACHMENT A**  
**CONFORMANCE - TDA CLAIMANTS**  
**Standard Assurances**

- 1) 180-Day Certified Fiscal Audit (*Applies to all claims; SACOG administers fiscal audits for all operators in the region, with the exception of the Sacramento Regional Transit District*) - Assurance that the claimant has submitted a satisfactory independent fiscal audit, with required certification, to SACOG and to the State Controller not more than 180 days after the end of the prior fiscal year (Sections 99245 and 6664).
  
- 2) 90-Day Annual State Controller Report (*Applies to all transit claims*) – Assurance that claimant has submitted this report to the State Controller in conformance with the uniform system of accounts and record not more than 90 days after the end of the prior fiscal year (110 days for electronically submissions) (Section 99243). Claimant should also supply a copy of the State Controller report (SCR) to SACOG no more than 120 days after the end of the prior fiscal year.
  
- 3) Use of Federal Funds (*Applies to all Article 4 claims*) –
  - Claimant filing a claim for TDA funds for capital intensive projects pursuant to Section 99268.7 certifies that is has made every effort to obtain federal funding for any project which is funded pursuant to Section 99268.7.
  - Claimant qualifying for funds pursuant to Section 99268.1 and tiling a claim for TDA funds in excess of the amount allowed by Section 99268 certifies that such funds are required in order to obtain maximum federal operating funds in the year such funds are claimed pursuant to Section 6633.1.
  
- 4) Elderly/Disabled (*Applies to all transit claims*) – That the transit operator is question is in compliance with Section 99155 pertaining to reduced transit fares for elderly and disabled persons and Section 99155.5 pertaining to dial-a-ride and paratransit services.
  
- 5) Farebox Recovery Ratio Requirements (*Applies to all transit claims*) – Claimant filing a claim for LTF or STA funds certifies that it will maintain for the project that ratio of fare revenues and local support to operating cost required under Sections 99268 (including all subparts), 99270.1, 99270.2, 99270.6, and under the “Farebox Requirements for Urbanized and Non-Urbanized Service’ adopted by the SACOG Board of Directors on March 18, 1982, whichever is appropriate.

Exceptions:

- 6) 50% Expenditure Limitation (*Applies only to claims for LTF*) – Claimant certifies that it was in compliance with Section 99268 certifying that it (the claim) will not exceed 50% of the amount required to meet operating, maintenance, capital and debt service costs of the transit system after deduction of approved federal grants and STA funds estimated to be received for the system. (A claimant can received up to 100% of capital costs for grade-separated mass transit projects under Section 99268 and 99281, for capital intensive transit-related projects under Section 99268.7. and for extension of services under Section 6619.1 and 6633.8)

- 7) Extension of Services (*Applies only to LTF claims*) - Claimant who received an allocation of LTF funds for extension of service pursuant to Section 99268.8 certifies that it will report of these services pursuant to Section 6633.8(b) within 90 days after close of the fiscal year in which that allocation was granted.
- 8) Retirement System (*Applies only to LTF claims*) - Claimant certifies that (1) the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system; or (2) the operator is implementing a plan approved by SACOG which will fully fund the retirement system for such officers and employees within 40 years; or (3) the operator has a private pension plan which sets aside and invests, on a current bases, funds sufficient to provide for the payment of future pension benefits and which is fully compliant with the requirements stated in Section 99272 and 99273.
- 9) Maximum Use of Local Transportation Funds (*Applies only to Sacramento Regional Transit District STA claim*) - That the operator is receiving the maximum allowable amount from the Local Transportation Fund.
- 10) Part-Time Employees (*Applies only to claims for STA*) - Claimant certifies that it is not precluded by any contract entered into on or after June 28, 1979 from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979 shall have his/her employment terminated or his/her regular hours of employment, excluding overtime, reduced as a result of it employing part-time drivers or contracting with such common carriers.
- 11) Conformance with the Metropolitan (Regional) Transportation Plan (*Applies only to claims for STA*) - Claimant certifies that all of the purposes for claim expenditures are in conformance with the current Short Range Transit Plan, which is an appendix to the Metropolitan (Regional) Transportation Plan.
- 12) Full Use of Federal Funds (*Applies only to STA claims*) - Claimant certifies that it is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended.
- 13) Implementation of Productivity Improvements (*Applies only to STA claims*) - Claimant certifies that the operator has made a reasonable effort to implement the productivity improvements recommended pursuant to Section 99244.



## CITY COUNCIL MEETING STAFF REPORT

Meeting Date: April 14, 2026

**SUBJECT:** Consideration and Adoption of Resolution Declaring a Vacancy on the City Council and Determining the City Council’s Intent to Appoint a Qualified Candidate to Serve the Remainder of the Current Electoral Term

**PREPARED BY:** Bill Zenoni, City Manager and Gavin Ralphs, Deputy City Attorney

**RECOMMENDATION:**

Staff recommends that the Wheatland City Council consider adoption of a resolution declaring a vacancy on the City Council and determining the City Council’s intent to appoint a qualified candidate to serve the remainder of the current electoral term.

**DISCUSSION:**

As a result of the unexpected death of Mayor Robert Coe, a vacancy now exists on the Wheatland City Council. Mr. Coe’s electoral term will end upon the certification of the results of the November 2026 election. The California Government Code (section 36512) states “if a vacancy occurs in an elective office, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy.” The cost of calling a special election to fill a vacancy for a period of approximately seven months would be excessive. The City Attorney has prepared a resolution for City Council consideration which declares that a vacancy on the Wheatland City Council currently exists and that the Council elects to appoint a qualified candidate to fill that vacancy for the remainder of the current term of Councilmember Coe. The resolution also directs the City Manager to work with the City Clerk and City Attorney to establish a process to fill the vacancy and to bring qualified applications to the City Council for consideration.

In order to meet the 60 day statutory requirement for filling this vacancy, the City Council will need to make an appointment by May 20, 2026. Accordingly, it would be staff’s intent to have the City Council interview potential candidates at a special meeting to be held during the first week of May, with a resolution appointing the new City Councilmember agendized for consideration at the May 12, 2026 meeting. The City Council vacancy will be posted on the City’s website. Councilmembers who know of eligible and potentially interested candidates can direct those individuals to submit a resume and cover letter to the attention of the City Clerk by April 30, 2026.

**FISCAL IMPACT:**

There is no fiscal impact associated with this item.

**ATTACHMENT:**

- A. Resolution

Attachment 'A'

**RESOLUTION NO. 26-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND, DECLARING A VACANCY ON THE CITY COUNCIL AND DETERMINING THE CITY COUNCIL'S INTENT TO APPOINT A QUALIFIED CANDIDATE TO SERVE THE REMAINDER OF THE CURRENT ELECTORAL TERM**

WHEREAS, a vacancy has occurred on the City Council of the City of Wheatland effective March 21, 2026, due to the unforeseen death of Councilmember Coe; and

WHEREAS, Government Code section 36512 provides that the City Council shall either appoint a qualified candidate to fill the vacancy, or call a special election to fill the vacancy; and

WHEREAS, the seat that has become vacant is for a term that will expire upon the certification of the results of the November 2026 election, and the City Council wishes to avoid incurring the costs associated with calling a special election; and

WHEREAS, the City Council finds that it is in the best interests of the City to appoint a qualified candidate to serve for the remainder of the current electoral term, to ensure continuity of leadership and the orderly conduct of City business.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheatland as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. The City Council hereby declares that a vacancy exists on the City Council effective March 21, 2026.
3. Pursuant to Government Code section 36512, the City Council hereby elects to appoint a qualified candidate to the City Council to serve for the remainder of the current term of Councilmember Coe, until a successor is duly selected in accordance with applicable law.
4. The City Manager is directed to work with the City Clerk and the City Attorney to establish a process for candidates who are residents of the City of Wheatland to apply to fill the vacancy, and to bring those applications to the City Council for consideration at a duly noticed and agendized future meeting.
5. The City Clerk is authorized and directed to attest to the adoption of this Resolution and to maintain it in the official records of the City.

The foregoing resolution was introduced and adopted by the City Council of the City of Wheatland at a regular meeting held on the 14<sup>th</sup> day of April 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

\_\_\_\_\_  
Lisa McIntosh, Mayor

ATTEST:

\_\_\_\_\_  
Josie Camacho, City Clerk



# City Council Meeting Staff Report

Meeting Date: April 14, 2026

**SUBJECT:** Consideration and Adoption of Resolution Authorizing Execution of an Agreement with Yuba County for Utilization of the Wheatland Community Center for Disaster-Related Temporary Sheltering

**PREPARED BY:** Bill Zenoni, City Manager

**RECOMMENDATION:**

Staff recommends that the Wheatland City Council consider adoption of a resolution authorizing execution of an agreement with Yuba County for utilization of the Wheatland Community Center for disaster-related temporary sheltering.

**DISCUSSION:**

The City Council, on April 23, 2024, adopted a resolution authorizing execution of an agreement with Yuba County for use of the Wheatland Community Center as an emergency shelter in the event of a local emergency. That agreement covered the period from June 1, 2024 to May 31, 2026. During the past two years, there have been no emergency situations which required the County’s emergency use of the Wheatland Community Center.

The Yuba County Health & Human Services Department has requested that the City Council authorize a similar agreement for the next three-year period beginning July 1, 2026 and ending June 30, 2029. The attached agreement includes the same provisions as the existing agreement, including that the:

- City will allow the County to utilize the Community Center and parking lot to shelter displaced residents, their service animals and domesticated pets during a natural or man-made disaster.
- County will provide janitorial services during period when the County utilizes the Community Center.
- County will have the Community Center professionally cleaned at the end of the usage period.
- County will provide a separate enclosed space or animal crates for domesticated pets.
- County is responsible for opening and closing the facility and for providing all needed equipment and supplies.
- County will pay the City an annual fee of \$5,000 for each fiscal year that the agreement is in effect.

This item is being presented to the City Council for consideration because the Wheatland Community Center is currently utilized for various purposes, including private rentals, community meetings, City staff meetings and City Council meetings. In the event of a significant emergency which required the housing of displaced citizens, any scheduled use of the Community Center would have to be cancelled (or relocated). An alternate location for City Council meetings could be identified. The attached draft agreement has been reviewed by the City Attorney.

**FISCAL IMPACT:**

This item requires no cost from the City. Any costs associated with utilization of the Wheatland Community Center as an emergency shelter will be funded by Yuba County. The City's General Fund will receive an annual payment of \$5,000 during each of the three fiscal years that the agreement is in effect (total of \$15,000).

**ATTACHMENTS:**

- A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 26-\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND AUTHORIZING EXECUTION OF AN AGREEMENT WITH YUBA COUNTY FOR UTILIZATION OF WHEATLAND COMMUNITY CENTER FOR DISASTER-RELATED TEMPORARY SHELTERING**

WHEREAS, the City of Wheatland owns and operates a Community Center facility; and

WHEREAS, in the event of a local emergency, there may be the need to provide a temporary shelter for displaced Yuba County residents ; and

WHEREAS, The Wheatland City Council, in April 2024, authorized execution of an agreement with Yuba County for utilization of the Wheatland Community Center for disaster-related temporary sheltering for the period from June 1, 2024 to May 31, 2026; and

WHEREAS, Yuba County has requested that the City of Wheatland Community Center continue to be available to provide disaster-related temporary sheltering for the period from July 1, 2026 to June 30, 2029; and

WHEREAS, Yuba County will incur all costs associated with providing disaster-related temporary sheltering.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheatland as follows:

1. The City Manager is authorized to execute an agreement with Yuba County for utilization of the Wheatland Community Center for disaster-related temporary sheltering for the period from July 1, 2026 to June 30, 2029, in substantially the form presented in the attached **Exhibit 'A'**.

The foregoing resolution was adopted by the City Council of the City of Wheatland at a regular meeting held on the 14th day of April 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

\_\_\_\_\_  
Lisa McIntosh, Mayor

ATTEST:

\_\_\_\_\_  
Josie Camacho, City Clerk

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California, on behalf of the Office of Emergency Services, hereinafter referred to as "COUNTY," and City of Wheatland, hereinafter referred to as "CONTRACTOR," for the provision of providing disaster-related temporary sheltering at the Wheatland Community Center.

### RECITALS

**WHEREAS**, California fairgrounds and community centers have been a core resource for emergency response personnel whenever extreme weather, fires, floods, and pandemics have affected local communities; and

**WHEREAS**, The Office of Emergency Services shall be permitted the use of all state and local fair properties as conditions require in California Government Code 8589 and other applicable statutes; and

**WHEREAS**, The California Department of Food and Agriculture have recommended Emergency Response Activation to include working with local Office of Emergency Services; and

**NOW THEREFORE**, In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

### OPERATIVE PROVISIONS

#### 1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provision A-2 and A-3.

#### 2. TERM.

Commencement Date: July 1, 2026

Termination Date: June 30, 2029

The term of this Agreement shall become effective on June 1, 2026, and shall continue in full force and effect for a period of twenty-four (24) months, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement shall be automatically

extended for a term of ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow county time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

**3. PAYMENT.**

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payments specified in Attachment "B" shall be the only payments made to CONTRACTOR for services rendered pursuant to this Agreement.

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.**

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

**5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

**6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the term or condition as stated in this Agreement.

**7. DESIGNATED REPRESENTATIVES.**

The Director of the Office of Emergency Services is the authorized representative for the COUNTY and will administer this Agreement for the COUNTY. The City Manager is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A – Scope of Services
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions
- Attachment F - Invoice Format
- Attachment G - Vendor Assurance of Compliance (CR50)

**9. TERMINATION.** COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on \_\_\_\_\_, 2026.

**"COUNTY"**  
**COUNTY OF YUBA**

**"CONTRACTOR"**

\_\_\_\_\_  
Perminder Bains, Purchasing Agent

\_\_\_\_\_  
Bill Zenoni, City Manager

**INSURANCE PROVISIONS APPROVED**

\_\_\_\_\_  
Tiffany Manuel, Human Resources Director  
and Risk Manager

**APPROVED AS TO FORM:**

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Janet E. Bender  
Yuba County Counsel

\_\_\_\_\_  
Kevin Mallen, Director  
Yuba County Office of Emergency  
Services

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jennifer Buckman  
City Attorney

**ATTACHMENT A**

**SCOPE OF SERVICE**

**A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

- A.1.1** CONTRACTOR shall agree that the performance, place of business and records pertaining to this Agreement, are subject to monitoring, inspection, review and audit by authorized representatives of the County of Yuba, the State of California, and the United States Government.
- A.1.2** CONTRACTOR shall allow COUNTY to utilize the Wheatland Community Center building and parking lot (with the exception of the Conference Room) for sheltering displaced residents, their service animals, and domesticated pets during natural or man-made disasters.
- A.1.3** Payment will be made in accordance with the fiscal provisions outlined in Attachment B.
- A.1.4** CONTRACTOR must provide COUNTY 48 hours written notice if relocation becomes necessary (even if amongst facility).
- A.1.5** CONTRACTOR shall allow COUNTY to have access to the building at the request of COUNTY.
- A.1.6** CONTRACTOR shall designate a point of contact to accept all telephone calls, emails, and text communications from COUNTY.
- A.1.7** CONTRACTOR is not responsible to provide storage for COUNTY owned equipment and supplies when not utilizing the building for disaster response.

**A.2 TIME SERVICES RENDERED.** Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

**A.3 MANNER SERVICES ARE TO BE PERFORMED.** As an Independent Contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

**A.4 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by COUNTY and the scope of COUNTY's duties include the following:

- A.4.1** COUNTY shall confirm availability of the Wheatland Community Center facility with CONTRACTOR prior to sheltering displaced residents there.
- A.4.2** COUNTY will provide on-site janitorial services for the entire duration in which COUNTY utilizes CONTRACTOR's facilities.
- A.4.3** COUNTY will provide the CONTRACTOR with a list of COUNTY primary points of contact in writing prior to occupancy.
- A.4.4** COUNTY will have all buildings utilized for disaster shelter and professionally cleaned following usage.
- A.4.5** COUNTY is not responsible for costs incurred by individuals, or for services not previously authorized by COUNTY.
- A.4.6** COUNTY shall provide a separate enclosed space and/or animal crates for domesticated pets at the facility when other arrangements for sheltering or enclosed space cannot be made.
  - A.4.6.1** People with disabilities who use service animals cannot be isolated from other shelter residents or treated less favorably than other shelter residents. Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals. For example, when a person who is allergic to dog dander and a person who uses a service animal must spend time in the same room or facility, they both should be accommodated by assigning them, if possible, to different locations within the facility.
- A.4.7** COUNTY is responsible for the activation of, and closure of, all disaster shelter operations, including transportation of all equipment and supplies.

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**ATTACHMENT B**

**PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

- B.1 BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a building maintenance fee not to exceed Five Thousand Dollars (\$5,000.00) for Fiscal Year 26/27, Five Thousand Dollars (\$5,000.00) for Fiscal Year 27/28, and Five Thousand Dollars (\$5,000.00) for Fiscal Year 28/29. In no event shall total compensation paid to CONTRACTOR exceed Fifteen Thousand Dollars (\$15,000.00) for the term of this Agreement, without an amendment to this Agreement, mutually agreed to by both parties in writing.
  
- B.2 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.
  
- B.3 FISCAL PROVISIONS.** CONTRACTOR shall submit detailed requests for payment, rendered in a format in accordance with Attachment F – Invoice Format.

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**ATTACHMENT C**

**ADDITIONAL PROVISIONS**

- C.1 FUNDING.** CONTRACTOR and COUNTY agree that if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY, this Agreement will be voidable at the discretion of the COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONTRACTOR at contracted rates.
- C.2 DRUG FREE WORKPLACE.** CONTRACTOR warrants that it is knowledgeable of the provisions of Title 2, Div. 1, Chapter 5.5 “Drug-Free Workplace,” Art. 2 of the California Government Code §8355 et seq. in matters relating to providing a drug-free workplace. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.
- C.3 CIVIL RIGHTS.** CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the CDSS, Civil Rights Bureau, website: <http://www.cdss.ca.gov/inforesources/Civil-Rights> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.
- C.4 FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. This Force Majeure provision does not excuse COUNTY’s payment obligations to CONTRACTOR.
- C.5 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.
- C.6 RECORDS AND REPORTING.** CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY’s Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of

CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions. In conjunction with records retention and access, CONTRACTOR will provide any reporting information necessary to meet federal reporting requirements.

**C.7 ACCEPTANCE.** All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONTRACTOR to take corrective action within twenty-four (24) hours after personal or telephonic notice by the COUNTY’s representative on items affecting essential use of the facility, safety or the preservation of property, and within ten (10) days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR, but any costs claimed against CONTRACTOR shall not exceed \$5,000 per annum.

**C.8 CONFIDENTIALITY.** For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

CONTRACTOR must maintain compliance with any and all applicable state, federal, or county confidentiality regulations. At no time shall CONTRACTOR’s employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner to any person or entity who is not a party to this Agreement, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

**C.9 INTELLECTUAL PROPERTY.** COUNTY shall have and retain all rights, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, and documents developed or modified under this Agreement.

**C. 10 DEBARMENT.** COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at [www.sam.gov](http://www.sam.gov) and [www.oig.hhs.gov](http://www.oig.hhs.gov). If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

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## ATTACHMENT D

### GENERAL PROVISIONS

- D.1 INDEPENDENT CONTRACTOR STATUS.** At all times during the term of this Agreement, the following apply:
- D.1.1** All acts of CONTRACTOR shall be performed as an Independent Contractor, and not as an agent, officer, or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to, and shall not be, construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
  - D.1.2** CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays, or other paid leaves of absence.
  - D.1.3** CONTRACTOR is solely obligated to pay all applicable taxes, deductions, and other obligations, including, but not limited to, federal and state income tax withholdings, Social Security taxes, Unemployment and Disability Insurance, and Workers' Compensation and Medi-Care payments.
  - D.1.4** As an Independent Contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.
  - D.1.5** CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.
  - D.1.6** If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment/requirements of law shall be determined by the CONTRACTOR.
  - D.1.7** As an Independent Contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**D.2 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.3 INDEMNITY.** CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage, or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, or which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage, or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees, or which may arise from the intentional or negligent acts or omissions of COUNTY, or any of COUNTY 's officers, agents, employees, contractors, or sub-contractors in COUNTYs performance of its duties under this Agreement.

**D.4 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

**D.5 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.6 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.7 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services

required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

**D.8 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with §107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.9 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**D.10 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

**D.10.1** CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**D.10.2** COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

**D.10.3** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the

reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

**D.11 NON-DISCRIMINATION.** Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code §12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.12 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this Agreement above, CONTRACTOR agrees to comply with all provisions of §504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities as to employees or recipients of services.

**D.13 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

**D.14 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available

hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.15 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

**D.16 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.17 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

**D.18 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.18.1 NUMBER AND GENDER.** In this Agreement, the neutral gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.18.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.19 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.20 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.21 MODIFICATION.** No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.22 COUNTERPARTS.** This Agreement may be executed simultaneously and in

several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

- D.23 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
  
- D.24 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
  
- D.25 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.
  
- D.26 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
  
- D.27 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.
  
- D.28 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
  
- D.29 CONFLICT OF INTEREST.** Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to

perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

**D.30 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

With a copy to:

Jennifer Vasquez, Director  
Yuba County Health and  
Human Services Department  
5730 Packard Avenue, Suite 100  
P.O. Box 2320  
Marysville, CA 95901

County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

If to "CONTRACTOR":

Bill Zenoni, City Manager  
City of Wheatland  
111 C Street  
Wheatland, CA 95692

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**ATTACHMENT E**

**INSURANCE PROVISIONS**

**E.1 INSURANCE.**

**E.1.1. COUNTY** shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with utilization of the Wheatland Community Center building and parking lot as provided in this agreement.

**E.1.2 CONTRACTOR** shall procure and maintain for the duration of the contract insurance against liability for injury due to faulty property which may arise from or in connection with the COUNTY's utilization of the Wheatland Community Center and parking lot as provided in the agreement.

**E.2** Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this agreement, and obtain, keep in force and maintain sufficient funds, whether through insurance or equivalent programs of self-insurance, for general liability, workers' compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this agreement is a material breach of contract and is grounds for termination of the agreement.

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**ATTACHMENT F**  
**INVOICE FORMAT**

<b>City of Wheatland</b> <b>111 C Street</b> <b>Wheatland, CA 95692</b>			
<b>Program</b>	<b>Dates of Service</b>		
Disaster Services Center			
<b>Type of Service</b>			<b>Total Amount</b>
Building Maintenance Fee			
<b>GRAND TOTAL</b>			

*Certification: I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.*

\_\_\_\_\_   
 Authorized Signer

\_\_\_\_\_   
 Date

Mail original and back-up documentation to:  
  
 Yuba County Health and Human Services Department  
 Attention: Maria Garcia, Program Manager  
 P.O. Box 2320  
 Marysville, CA 95901

**ATTACHMENT G**

**VENDOR ASSURANCE OF COMPLIANCE WITH  
THE YUBA COUNTY  
WELFARE DEPARTMENT**

**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT City of Wheatland

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51, et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940; California Government Code Section 4450; Title 22, California Code of Regulations Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director's Signature

111 C Street, Wheatland, CA 95692  
Address of vendor/recipient